JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MAY 3, 2021
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
The number of guests in the Council Chambers is limited to 45 due to social distancing.

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. Proclamation For Historic Preservation Month

      Documents:

      HISTORIC PRESERVATION MONTH 2021.PDF
   2. Proclamation For National Community Action Month

      Documents:

      NATIONAL COMMUNITY ACTION MONTH 2021.PDF
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Chamber Of Commerce Quarterly Economic Development Update
   2. Health Department Update
   3. Discussion Of The Recovery Plan

      Documents:

      RECOVERY PLAN.FINAL.PDF
      RCOVERY PLAN EXHIBITS.PDF
   4. News From The Public Information Office
6. **Citizen Requests And Petitions**
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF
   2. RESOLUTION NO. 2021-010
      A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a short -term rental at 2308 S. Patterson Avenue, in the City of Joplin, Jasper County, Missouri.

      Documents:

      RS 2021-010 MINUTES.PDF
      RS 2021-010 STAFF REPORT.PDF
      RS 2021-010 SUMMARY.PDF

RS 2021-010.PDF

3. CASE NO. 018-21

   Surplus Property at 1403 E. Valley Street.

   Documents:

   CASE 018-21 MINUTES.PDF
   CASE 018-21 STAFF REPORT.PDF
   CASE 018-21 SUMMARY.PDF

4. COUNCIL BILL NO. 2021-267
   AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and include in District R-3-PD (Apartment House Planned Development) property as described below and located Southeast Corner of S. Jackson Avenue and W. 34th Street, City of Joplin, Newton County, Missouri.

   Documents:

   CB 2021-267 MINUTES.PDF
   CB 2021-267 STAFF REPORT.PDF
   CB 2021-267 SUMMARY.PDF
   CB 2021-267.PDF
   CB 2021-267 SIGHT PLAN.PDF

5. COUNCIL BILL NO. 2021-268
   AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, at the end of public right-of-way of W. Par Ln., Joplin, MO., Jasper County, Missouri.

   Documents:

   CB 2021-268 MINUTES.PDF
   CB 2021-268 STAFF REPORT.PDF
   CB 2021-268 SUMMARY.PDF
   CB 2021-268.PDF

8. **Consent Agenda**

1. Minutes Of The April 19, City Council Meeting

   Documents:

   DRAFT CC MINS.APRIL 19.PDF

2. COUNCIL BILL NO. 2021-124

   AN ORDINANCE authorizing an agreement by and between the City of Joplin and SkyWest Airlines, Inc., to establish operational guidelines and fees in the Commercial Terminal at the Joplin Regional Airport; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2021-124.PDF

3. COUNCIL BILL NO. 2021-125
   AN ORDINANCE approving Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Five Hundred Ninety-Nine Thousand Five Hundred and 00/100 dollars ($599,500.00) for professional engineering consulting services for Phases 2 and 3 of the Zora Widening project from Rangeline to MO-249, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2021-125.PDF

4. COUNCIL BILL NO. 2021-512
   AN ORDINANCE repealing Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB2021-512.PDF

9. **Resolutions**

1. RESOLUTION NO. 2021-011

A RESOLUTION declaring the City of Joplin's intent to participate in Natural Hazard Mitigation and to work toward becoming a safer community.

Documents:

RESOLUTION NO. 2021-011_TEMPLATE FOR 2021 HAZ MITIGATION ADOPTION (003) KSTAMMER.PDF

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2021-132
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Goins Enterprise for the On Call Infrastructure and Utility Cuts 2021 project; 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.

Documents:

ON CALL INFRASTRUCTURE AND UTILITY CUTS CB.PDF
ON CALL INFRASTRUCTURE AND UTILITY CUTS SUMMARY SHEET.PDF
AGREEMENT (002).PDF
BID SUMMARY.PDF

2. COUNCIL BILL NO. 2021-133

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with G&G Construction Inc., for rehabilitation construction services in the amount of Two Hundred Thirty-Nine Thousand and 00/100 Dollars ($239,000.00) for construction services associated with the Turkey Creek Wastewater Treatment Facility North Digester Thickener on behalf of the City of Joplin and 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 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020; and, containing an emergency clause.

Documents:

GS 2021-133 SUMMARY SHEET - TC WWTF NORTH DIGESTER THICKENER REHAB.PDF
00500 AGREEMENT 2021 DIGESTER.PDF
BID SUMMARY DIGESTER.PDF
2021 04 16 NICHOLS TO LAWSON - RECOMEND AWARD TO G AND G.PDF
CB2021-133. ORDINANCE.PDF

3. COUNCIL BILL NO. 2021-134
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with G&G Construction Inc., for construction services in the amount of Three Hundred Four Thousand Eight Hundred Forty and No/100 Dollars ($304,840.00) for construction services associated with the Turkey Creek Wastewater Treatment Facility UV expansion on behalf of the City of Joplin 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.

Documents:

GS 2021-134 SUMMARY SHEET - TC WWTF UV EXPANSION.PDF
00500 - AGREEMENT 2021 G AND G ON UV EXPANSION.PDF
BID SUMMARY.PDF
2021 04 22 NICHOLS TO LAWSON - RECOMEND AWARD TO G AND G.PDF
CB2021-134.ORDINANCE.PDF

4. COUNCIL BILL NO. 2021-602
AN ORDINANCE approving the applications of Joplin Disc Golf for the 2021 Four-States Open and for KEG Media for the Mother Road Mayhem for utilization of FY21 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds and containing an emergency clause.

Documents:

CB2021-602 ORDINANCE.PDF
CB2021-602 SUMMARY.PDF
MOTHER ROAD MAYHEM GRANT APPLICATION.PDF
DISC GOLF FY21 GRANT APPLICATION.PDF

5. COUNCIL BILL NO. 2021-603

AN ORDINANCE approving a Recruitment Incentive Program designed to attract police applicants, and containing an emergency clause.

Documents:

RECRUITMENT INCENTIVE PROGRAM AGREEMENT.PDF
CB2021-603.ORDINANCE.PDF
RECRUITMENT INCENTIVE PROGRAM OVERVIEW.PDF
REFERRAL INCENTIVE PROGRAM AGREEMENT.PDF
SUMMARY ITEM 2021-603_RECRUITMENT INCENTIVE PROGRAM.PDF

11. **Ordinances - First Reading**
12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**

1. Discussion Of HB553

   HTTPS://WWW.HOUSE.MO.GOV/BILL.ASPX?BILL=HB553&YEAR=2021&CODE=R

   HTTPS://WWW.HOUSE.MO.GOV/BILLTRACKING/BILLS211/SUMPDF/HB0553P.PDF

   HTTPS://WWW.HOUSE.MO.GOV/BILLTRACKING/BILLS211/HLRBILLSPDF/1402H.03P.PDF

2. Recognition Of Dr. Diane Reid Adams As Recipient Of The 2021 MSSU Spirit Of Service Award

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. Together we are ready for anything. Ad Omnia Parata
-City of Joplin Vision Statement

PROCLAMATION

PROCLAIMING MAY AS HISTORIC PRESERVATION MONTH

"PRESERVING PLACE AND COMMUNITY FOR FUTURE GENERATIONS"

WHEREAS, Historic preservation gives the citizens of Joplin a deeper understanding of their diverse heritage and a greater appreciation of our unique historic and natural resources; and

WHEREAS, Historic preservation is an effective tool for managing growth, revitalizing neighborhoods, creating economic opportunities, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, Historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds.

NOW, THEREFORE, I, Ryan D. Stanley, Mayor of the City of Joplin, Missouri, do hereby proclaim May 2021 as **HISTORIC PRESERVATION MONTH** and urge all citizens to acknowledge the importance of the role of history in our lives and the contributions made by dedicated individuals to preserve the tangible aspects of the heritage that has shaped us as a people.

IN WITNESS, WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin to be affixed this 3rd day May 2021.

Ryan D. Stanley, Mayor

PROCLAMATION

PROCLAIMING MAY AS
NATIONAL COMMUNITY ACTION MONTH

WHEREAS, Community Action has made essential contributions to individuals and families across this Nation by creating economic opportunities and strengthening communities; and

WHEREAS, Community Action is a robust state and local force connecting people to life-changing services and creating pathways to prosperity in 99% of all American counties; and

WHEREAS, Community Action builds and promotes economic stability as an essential aspect of enabling and enhancing stronger communities and stable homes; and

WHEREAS, Community Action promotes community-wide solutions to challenges throughout our cities, suburbs, and rural areas; and

WHEREAS, Community Action delivers innovative services and supports that create greater opportunities for families and children to succeed; and

WHEREAS, Community Action insists on community participation and involvement ensuring that all sectors of the community have a voice and will be heard; and

WHEREAS, Community Action is celebrating 57 years of innovation, impact, and providing proven results for Americans.

NOW, THEREFORE, I, Ryan D. Stanley, Mayor of the City of Joplin, Missouri do hereby proclaim May 2021 as

NATIONAL COMMUNITY ACTION MONTH

and urge our citizens to work together to support and strengthen the Community Action ideals, which have done so much for the betterment of all.

IN WITNESS, WHEREOF, I have hereunto to set my hand and caused the Seal of the City of Joplin to be affixed this 3rd day of May 2021.

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Ryan D. Stanley, Mayor

City of Joplin Plan for Response and Recovery

Introduction

This framework is built upon the guidance outlined in *National Coronavirus Response: A road map to reopening* by the American Enterprise Institute. Within the plan, there are four phases:

- Phase 1: Slow the Spread
- Phase 2: Reopen, State by State [Community by Community] a.k.a. Recovery
- Phase 3: Establish Protection Then Lift All Restrictions
- Phase 4: Rebuild Our Readiness for the Next Pandemic

Although we are currently in Phase 1 of our COVID-19 response, we should be looking to take steps to resume normal life---while preventing steps backward. This planning document will focus on the current state of our community as well as look forward to how we move into Phase 2.

Phase 1: Slow the Spread

Most counties within Southwest Missouri now have confirmed cases of COVID-19. Additionally, there are cases in nearby Southeast Kansas, Northeast Oklahoma and Northwest Arkansas.

Within Phase 1, there are 8 recommended components:

1. Maintain Physical Distancing

Community leaders in Joplin have taken a proactive role in adopting incremental social distancing ordinances culminating in the community stay at home order.

2. Increasing Testing Capacity and Rapid Test Results

Testing capacity plays a key role in detecting and isolating cases and their associated contacts. A new drive through testing clinic is providing an anticipated 200 additional test per day. This additional capacity will bolster pre-established testing provided by local health care providers and MO DHSS lab. Rapid result and antibody testing methods will be pursued as they become more widely available.

3. Ensure Functioning of the Healthcare System

Healthcare providers have taken preventive measures to reduce the risk of infection. Freeman and Mercy hospitals have increased bed and ventilator capacity to accommodate a surge of COVID-19 patients. Additionally, both hospitals are communicating directly and frequently with local public health to improve the response to COVID-19.

4. Increase the Supply of Personal Protective Equipment

The hospital operations are not currently exceeding the supply of PPE, but availability in the supply chain remains low. Others healthcare providers such as long-term care facilities and emergency medical services continue to have PPE availability challenges. The Joplin Chamber of Commerce has initiated a PPE acquisition project whereby they provide mask to local business, long term care facilities and emergency medical providers. The PPE supply will continue to be monitored.

5. Implement Comprehensive COVID-19 Surveillance Systems

With the increase in testing capacity there will be more data available to provide detection and reporting of COVID-19 in the community. Channels are in place to direct this information to the Health Department where it will be used to inform health policy and respond to active cases.

6. Massively Scale Contact Tracing and Isolation and Quarantine

The Joplin Health Department has grown the epidemiology team from one person to nine by reallocating staff within the Department. Additional staff are being identified for further increased capacity. Current capacity with existing staff for this function is estimated at 12 new cases per day. To date the maximum number of cases reported was two in a single day. Contact tracing modeling suggests that contract tracing personnel staffing should be between 15 to 30 professionals per every 100,000 population. With our current staffing of nine, this puts the Joplin ratio at approximately 18 per 100,000.

7. Offer Voluntary Local Isolation and Quarantine

The local Homeless Coalition in conjunction with One Joplin has established a shelter project, which will allow for isolation and quarantine for homeless individuals.

8. Encourage the Public to Wear Masks

The CDC has issued guidance regarding wearing face masks. Our current focus remains on people staying home when symptomatic and using physical distancing strategies.

Triggers for Moving to Recovery Phase

As the community prepares to reopen, it must have confidence that it is prepared to do so. Following the response plan, the community should not proceed into the Recovery Phase until the following four elements are achieved:

1. Sustained decrease in prevalence of cases for at least 14 days;
2. Hospitals are able to treat all patients with COVID-19 without crisis standards of care;
3. All symptomatic people can be tested; and
4. Public health can maintain active case and contact isolation and monitoring

1. Sustained decrease in prevalence of cases for at least 14 days

Joplin did not see its first case until March 20th. Cases appear to have peaked the 8th of April. Due to the strong community response the City has been able to suppress the spread of the disease. JHD will continue to closely monitor and report relevant metrics on this progress on an ongoing basis.

2. Hospitals are able to treat all patients with COVID-19 without crisis standard of care

Exceeding hospital capacity has a detrimental effect on the community. Currently, hospitals have been able to treat all patients with COVID-19. The Joplin Health Department is working with hospital partners to determine metrics to share that will quantify this element.

3. All symptomatic people can be tested

Testing has significantly improved since the start of the outbreak in our region. With the new testing clinic coming online it is anticipated that all symptomatic people can be tested. Testing is also available for all healthcare workers and first responders. Additional capacity will be pursued to include rapid result testing and antibody testing as they become available.

4. Public health can maintain active case and contact isolation and monitoring

Currently, public health can maintain active case and contact isolation and monitoring. Our department has taken steps to increase the capacity to conduct epidemiology activities. For the foreseeable future, case investigation, isolation, and quarantine can be maintained.

Regional Considerations

As Joplin moves towards reopening the community, the spread of and response to COVID-19 throughout the region must be taken into consideration. Community leaders and policy makers will need to review information beyond Joplin.

Phase 2: Recovery

During Phase 2, the community will take steps to reopen and recover, while still implementing multiple measures to check the spread of disease. When reopening the community, it is vital that it occurs with ultimate regard for maintaining life and reducing morbidity while balancing the vital need to restart the economy. If a community is reopened too aggressively, the virus can spread quickly, overwhelming the healthcare and public health systems, nullifying much of the work and community sacrifice that has been made. If reopened too slowly and conservatively, it will become increasingly more challenging for the economy to recover, making the long-term impact of the virus even more devastating. It is also important that individual communities and counties across Southwest Missouri take these steps in a coordinated manner, adjusting as needed.

Throughout the duration of Recovery, vigilant surveillance of available data is required. Using data to drive decision-making in reopening the community will allow for a balanced, responsive approach.

Within implementation of the Recovery Phase there are three key elements:

- Adjust physical distancing strategies
- Maintain focus on testing, isolation strategies and healthcare
- Individual and corporate responsibility

During all steps of Phase 2, relative to nursing homes, long-term care facilities, retirement homes, and assisted livings homes shall abide by the latest guidance and requirements set forth by the President, the CDC, the Centers for Medicaid and Medicare Services, and the Missouri Department of Health & Senior Services.

1. Adjust Physical Distancing Strategies

Prior to the current statewide stay-at-home order, there were multiple phased-in actions taken by the City to increase physical distancing. A similar, stepwise approach is required as communities

are reopened. The following outlines several recommended steps in this continuum. Movement through each step will be determined by the spread or containment of disease. Each step within Recovery may be four (4) weeks and may be as long as several months. If the spread of COVID-19 increases to unacceptable levels, the recommendation is to move backwards through the steps up to and including resuming a stay at home order. Throughout the steps, physical distancing standards must be applied, which includes remaining physically separated by 6 feet at all times and frequent disinfecting of surfaces of common areas and in between groups' use of a space. This provision shall apply in all situations, including but not limited to, when customers are standing in line or individuals are using shared indoor or outdoor spaces. During Recovery, travel outside of the community and region should only occur for essential activities.

Step 1: Reopen business and organizations with occupancy limitations, no mass gatherings

Step 1 begins to relax the community mitigation strategies to cautiously resume some normal community activities while keeping many measures in place to limit physical interactions and the spread of disease. Individuals at high risk should continue to stay at home and not interact with others except for vital activities.

Business: current essential, businesses and organizations will continue operations. All businesses and organizations that were not essential, and all businesses engaged in retail sales, except for the industries specified below, can be reopened but are restricted to 25% of the entity's authorized fire or building code occupancy for locations less than 10,000 square feet, and 10% of the entity's authorized fire or building code occupancy for locations 10,000 square feet or greater. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely.

Bars: Bars can be reopened, provided that the limitations on social distancing and other precautionary public health measures, including proper spacing of at least six feet (6') between tables, lack of communal seating areas to parties that are not connected, and having no more than six (6) people at a single table, are properly adhered to. Additionally, bars must comply with the attached requirements for reopening restaurants, attached hereto as Exhibit E.

Gyms: all fitness centers and gyms can be reopened but are restricted to 25% of the entity's authorized fire or building code occupancy. No group or team activities or classes are permitted. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, gyms must comply with the attached requirements for reopening gyms, attached hereto as Exhibit A.

Pools: all pools can be reopened but are restricted to 25% of the entity's authorized fire or building code occupancy. All pools must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, pools must comply with the attached requirements for reopening pools, attached hereto as Exhibit B.

Personal Services: all barbers, cosmetologists, massage therapists, practitioners of tattooing, body piercing, and branding, tanning salons, and other providers of personal services can be reopened but are restricted to 25% of the entity's authorized fire or building code occupancy. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, barbers, cosmetologists, massage therapists, practitioners of tattooing, body piercing, and branding, and other providers of personal services must comply with the attached requirements for reopening personal services, attached hereto as Exhibit C.

Places of Worship: all places of worship can be reopened but are restricted to 25% of the entity's authorized fire or building code occupancy. All places of worship must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, places of worship must comply with the attached requirements for reopening places of worship, attached hereto as Exhibit D.

Restaurants: Restaurants may offer dining-in services, provided that the limitations on social distancing and other precautionary public health measures, including proper spacing of at least six feet (6') between tables, lack of communal seating areas to parties that are not connected, and having no more than six (6) people at a single table, are properly adhered to. The continued use of drive-thru, pickup, or delivery options is encouraged. Additionally, restaurants must comply with the attached requirements for reopening restaurants, attached hereto as Exhibit E.

Theaters: all theaters can be reopened but are restricted to 25% of the entity's authorized fire or building code occupancy. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, theaters must comply with the attached requirements for reopening theaters, attached hereto as Exhibit F.

Mass gatherings: Mass gatherings are not permitted, except for funerals. A mass gathering is any gathering of 10 or more individuals in a location where physical interaction is possible, whether spontaneous or scheduled. All mass gatherings are required to apply physical distancing standards. Outdoor sports are permitted consistent with the requirements in Exhibit G.

Schools: continue to be closed consistent with the Missouri Department of Health & Senior Services Director's Order dated April 27, 2020.

Step 2: Reduce limitations for businesses and organizations, reintroduce limited mass gatherings

Step 2 continues the reopening of communities by relaxing the occupancy limitations and begins to resume mass gatherings on a limited basis. All interactions within the community are required to maintain physical distancing strategies. High risk individuals should continue to limit interactions to those that are considered vital.

Business: current essential, businesses and organizations will continue operations. For all other business and organizations, occupancy restrictions are 25% of the entity's authorized fire or building code occupancy for locations less than 10,000 square feet, and 10% of the entity's

authorized fire or building code occupancy for locations 10,000 square feet or greater. All businesses and organizations must continue to apply physical distancing standards in all facilities. When possible, operations should be conducted remotely.

Bars: Bars can be reopened, provided that the limitations on social distancing and other precautionary public health measures, including proper spacing of at least six feet (6') between tables, lack of communal seating areas to parties that are not connected, and having no more than ten (10) people at a single table, are properly adhered to. Additionally, bars must comply with the attached requirements for reopening restaurants, attached hereto as Exhibit E.

Gyms: all fitness centers and gyms can be reopened but are restricted to 50% of the entity's authorized fire or building code occupancy. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, gyms must comply with the attached requirements for reopening gyms, attached hereto as Exhibit A.

Pools: all pools can be reopened but are restricted to 50% of the entity's authorized fire or building code occupancy. All pools must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, pools must comply with the attached requirements for reopening pools, attached hereto as Exhibit B.

Personal Services: all barbers, cosmetologists, massage therapists, practitioners of tattooing, body piercing, and branding, tanning salons, and other providers of personal services can be reopened but are restricted to 50% of the entity's authorized fire or building code occupancy. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, barbers, cosmetologists, massage therapists, practitioners of tattooing, body piercing, and branding, and other providers of personal services must comply with the attached requirements for reopening personal services, attached hereto as Exhibit C.

Places of Worship: all places of worship can be reopened but are restricted to 50% of the entity's authorized fire or building code occupancy. All places of worship must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, places of worship must comply with the attached requirements for reopening places of worship, attached hereto as Exhibit D.

Restaurants: Restaurants may offer dining-in services, provided that the limitations on social distancing and other precautionary public health measures, including proper spacing of at least six feet (6') between tables, lack of communal seating areas to parties that are not connected, and having no more than ten (10) people at a single table, are properly adhered to. The continued use of drive-thru, pickup, or delivery options is encouraged. Additionally, restaurants must comply with the attached requirements for reopening restaurants, attached hereto as Exhibit E.

Theaters: all theaters can be reopened but are restricted to 50% of the entity's authorized fire or building code occupancy per individual theater. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, theaters must comply with the attached requirements for reopening theaters, attached hereto as Exhibit F.

Mass gatherings: Mass gatherings of less than 50 individuals may resume. The limitation of 50 individuals pertains to all individuals at an event or location, except for funerals. All mass gatherings are required to apply physical distancing standards. Outdoor sports are permitted consistent with the requirements in Exhibit G.

Schools: continue to be closed consistent with the Missouri Department of Health & Senior Services Director's Order dated April 27, 2020.

Step 3: Remove limitations for business, maintain limited mass gatherings, reopen schools

Step 3 allows for further reopening of the community, while still limiting mass gatherings, which are a risk for rapid community spread of the virus. Interactions throughout the community need to continue to maintain physical distancing strategies. With the increase in physical interactions, individuals and organizations must increase the focus on personal protection through hand hygiene, respiratory etiquette, and self-isolation with symptom onset. High risk individuals should continue to limit interactions to those that are considered vital.

Business: all occupancy restrictions for businesses are removed. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, bars must comply with the attached requirements for reopening restaurants, attached hereto as Exhibit E.

Bars: all occupancy restrictions for bars are removed. other precautionary public health measures, including proper spacing of at least six feet (6') between tables, lack of communal seating areas to parties that are not connected, and having no more than ten (10) people at a single table, are properly adhered to. Additionally, bars must comply with the attached requirements for reopening restaurants, attached hereto as Exhibit E.

Gyms: all occupancy restrictions for fitness centers and gyms are removed. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, gyms must comply with the attached requirements for reopening gyms, attached hereto as Exhibit A.

Pools: all occupancy restrictions for pools are removed. All pools must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, pools must comply with the attached requirements for reopening pools, attached hereto as Exhibit B.

Personal Services: all occupancy restrictions for barbers, cosmetologists, massage therapists, practitioners of tattooing, body piercing, and branding, tanning salons, and other providers of personal services are removed. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, barbers, cosmetologists, massage therapists, practitioners of tattooing, body piercing, and branding, and other providers of personal services must comply with the attached requirements for reopening personal services, attached hereto as Exhibit C.

Places of Worship: all occupancy restrictions for places of worship are removed. All places of worship must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, places of worship must comply with the attached requirements for reopening places of worship, attached hereto as Exhibit D.

Restaurants: all occupancy restrictions for restaurants are removed. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, restaurants must comply with the attached requirements for reopening restaurants, attached hereto as Exhibit E.

Theaters: all occupancy restrictions for theaters are removed. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, theaters must comply with the attached requirements for reopening theaters, attached hereto as Exhibit F.

Mass gatherings: Mass gatherings and the restrictions in Step 2 remain the same.

Schools: All schools are permitted to reopen. Physical distancing and personal protection strategies should be applied to full capability.

Step 4: Expand mass gathers

Step 4 takes a final step in reopening the community with restrictions. There are no attendance limits for outdoor mass gatherings. Step 4 will be maintained until a transition to Phase 3 is achievable. High risk individuals should continue to limit interactions to those that are considered vital.

Business: all occupancy restrictions for businesses are removed. Businesses must continue to apply physical distancing strategies in all facilities. When possible, business operations should be conducted remotely.

Bars: all occupancy restrictions for bars are removed. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, bars must comply with the attached requirements for reopening restaurants, attached hereto as Exhibit E.

Gyms: all occupancy restrictions for fitness centers and gyms are removed. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should

be conducted remotely. Additionally, gyms must comply with the attached requirements for reopening gyms, attached hereto as Exhibit A.

Pools: all occupancy restrictions for pools are removed. All pools must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, pools must comply with the attached requirements for reopening pools, attached hereto as Exhibit B.

Personal Services: all occupancy restrictions for barbers, cosmetologists, massage therapists, practitioners of tattooing, body piercing, and branding, tanning salons, and other providers of personal services are removed. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, barbers, cosmetologists, massage therapists, practitioners of tattooing, body piercing, and branding, and other providers of personal services must comply with the attached requirements for reopening personal services, attached hereto as Exhibit C.

Places of Worship: all occupancy and social distancing restrictions for places of worship are removed. Additionally, places of worship must comply with the attached requirements for reopening places of worship, attached hereto as Exhibit D.

Restaurants: all occupancy and social distancing restrictions for restaurants are removed Additionally, restaurants must comply with the attached requirements for reopening restaurants, attached hereto as Exhibit E.

Theaters: all occupancy restrictions for theaters are removed. All businesses must continue to apply physical distancing strategies in all facilities. When possible, operations should be conducted remotely. Additionally, theaters must comply with the attached requirements for reopening theaters, attached hereto as Exhibit F.

Mass gatherings: There are no attendance restrictions on outdoor gatherings. Indoor mass gatherings are limited to 250 in attendance. Safety measures are strongly encouraged. (hand washing, face masks and socially distanced when possible).

Schools: All schools have reopened. Physical distancing and personal protection strategies should be applied to full capability.

2. Maintain Focus on Testing, Isolation Strategies and Healthcare

As the community engages in Step 1 – Step 4 of Recovery to reopen the community, there is an ongoing need to maintain focus on the following:

- testing is available to everyone who is symptomatic
- individuals with COVID-19 and their contacts are isolated
- that healthcare has adequate capacity to treat individuals needing care.

Testing supplies and laboratory services must be able to maintain turnaround time of testing of less than 72 hours, with a goal of less than 24-hour turnaround. This will provide public health and

healthcare with information needed to respond to the disease and provide community leaders with accurate and timely information for decision making.

Public health must maintain the increased capacity to conduct epidemiological processes. As efficiency and effectiveness permits, public health and healthcare should implement initiatives to provide targeted and rapid testing and containment strategies with newly identified cases. These approaches may prove beneficial to limit the spread of disease.

During Recovery, healthcare will continue to treat the symptoms and secondary effects of the disease. Therapeutic modalities will be introduced as they become available. Significant progress in treatment may also encourage the reopening of the community.

3. Individual and Corporate Responsibility

During Phase 2's implementation of reopening the community, individual and corporate responsibility is the most important component, and the most challenging to ensure. The major assumption throughout Recovery is that the success and continued reopening depends on large-scale compliance with the guidance that has issued. While community leaders are responsible for determining the timing and implementation of reopening, the full adoption of the spirit behind the steps is incumbent of everyone.

Businesses, associations, churches, and organizations must take responsibility for taking appropriate measures for their employees, members, and patrons. Applying physical distancing strategies including the limitations of occupancy, maintain a six-foot distance, providing remote accessibility, and not allowing anyone with symptoms to be present will greatly affect the community's wellbeing.

It is each of our own individual decisions and actions that will ultimately determine the spread of COVID-19. Diseases are fueled by sick people in contact with healthy people and insufficient hygienic practices. We also know that people can spread disease up to 48 hours before becoming symptomatic. Choosing to abide by requirements and recommendations at each step of community reopening will allow communities to more quickly emerge from the impacts of COVID-19. When we focus on the community's response and recovery, not just ourselves, we all benefit.

Adjusting the Response and Trigger for Phase 3

How quickly and effectively the community can reopen is directly related to the spread of COVID-19, which depends on the community's response. When all rules and guidance in each step are followed, the likelihood for a more rapid reopening occurs. When rules or guidance are not followed, the reopening process is likely to take significantly longer. The progression of COVID-19 will be monitored by public health officials and community leaders. When the spread of disease is slow or reduced progression into and through Recovery will occur. If the spread of disease is rapid or hits elevated levels that exceed hospital capacity, it is likely that the community will have to regress with reopening the community and may include an additional stay at home order.

When the community has sustained a low level of COVID-19, allowing it to progress through the steps of Recovery, there are three triggers that could prompt movement into Phase 3:

- availability of a vaccine
- widespread availability of effective treatment
- minimal active cases

Phase 3 will introduce long-term solutions to mitigate the spread of disease and lift all restrictions associated with COVID-19. More detailed plans for transitioning into Phase 3 will be developed as the time nears.

Exhibit A
Additional Requirements for Reopening Gyms

1. The business shall not allow any employee who presents any symptom of COVID-19 to work. Symptoms of COVID-19 include but are not limited to fever (100.4° or more), cough, shortness of breath, chills, headache, muscle pain, sore throat, and loss of taste or smell. The business shall screen each employee prior to every shift, including taking temperature. Any employee who presents any symptom of COVID-19 shall be sent home immediately.

2. The business shall not allow any non-employee who presents any symptom of COVID-19 to enter the premises. Symptoms of COVID-19 include but are not limited to fever (100.4° or more), cough, shortness of breath, chills, headache, muscle pain, sore throat, and loss of taste or smell. The business shall screen each non-employee prior to entering the premises. Any non-employee who presents any symptom of COVID-19 shall be denied entry to the premises.

3. No sign in sheets, touch pads, or touch surfaces shall be required for entry to the premises.

4. Hand sanitizer or hand washing stations (e.g. hand sinks) shall be available to all employees and non-employees.

5. All equipment and surfaces, including pay stations, shall be disinfected after each use. All other frequently touched surfaces, including but not limited to counters, door handles, handrails, light switches, restrooms, and water fountains shall be disinfected at least hourly. The entire facility shall be disinfected at least daily. Disinfectants must be EPA-registered and labeled as bactericidal, fungicidal, and virucidal.

6. Group or team activities or classes are permitted provided that social distancing requirements are satisfied.

7. Steam and sauna areas shall not be used. However, hand sinks, toilets, urinals, locker room, shower, and pool areas may be used.

8. It is recommended that individuals over the age of 60 and individuals who are immunocompromised or have underlying health conditions not enter the premises.

9. It is recommended that all employees and non-employees wear a non-surgical mask that completely covers the nose and mouth as much as possible.

Exhibit B
Additional Requirements for Reopening Pools

1. The business shall not allow any employee who presents any symptom of COVID-19 to work. Symptoms of COVID-19 include but are not limited to fever (100.4° or more), cough, shortness of breath, chills, headache, muscle pain, sore throat, and loss of taste or smell. The business shall screen each employee prior to every shift, including taking temperature. Any employee who presents any symptom of COVID-19 shall be sent home immediately.

2. The business shall not allow any non-employee who presents any symptom of COVID-19 to enter the premises. Symptoms of COVID-19 include but are not limited to fever (100.4° or more), cough, shortness of breath, chills, headache, muscle pain, sore throat, and loss of taste or smell. The business shall screen each non-employee prior to entering the premises. Any non-employee who presents any symptom of COVID-19 shall be denied entry to the premises.

3. No sign in sheets, touch pads, or touch surfaces shall be required for entry to the premises.

4. Hand sanitizer or hand washing stations (e.g. hand sinks) shall be available to all employees and non-employees.

5. All equipment and surfaces, including pay stations, shall be disinfected after each use. All other frequently touched surfaces, including but not limited to counters, door handles, handrails, light switches, restrooms, and water fountains shall be disinfected at least hourly. The entire facility shall be disinfected at least daily. Disinfectants must be EPA-registered and labeled as bactericidal, fungicidal, and virucidal.

6. It is recommended that all employees and non-employees wear a non-surgical mask that completely covers the nose and mouth as much as possible.

7. Steam and sauna areas shall not be used. However, hand sinks, toilets, urinals, locker room, shower, and pool areas may be used.

8. No more than ten persons shall be seated together. Groups must be separated by at least six feet of space as measured from the nearest persons from each group.

9. Pools shall be appropriately treated with a disinfectant such as chlorine or bromine so as to inactivate any viruses that enter the water. Pool water shall be turned over every 6 hours or less. Overflow outlets shall be confirmed to be working every 6 hours or less.

11. It is recommended that individuals over the age of 60 and individuals who are immunocompromised or have underlying health conditions not enter the premises.

12. Contactless pay options are recommended (cash is discouraged).

Exhibit C
Additional Requirements for Reopening Personal Services

1. The business shall not allow any employee who presents any symptom of COVID-19 to work. Symptoms of COVID-19 include but are not limited to fever (100.4° or more), cough, shortness of breath, chills, headache, muscle pain, sore throat, and loss of taste or smell. The business shall screen each employee prior to every shift, including taking temperature. Any employee who presents any symptom of COVID-19 shall be sent home immediately.

2. The business shall not allow any non-employee who presents any symptom of COVID-19 to enter the premises. Symptoms of COVID-19 include but are not limited to fever (100.4° or more), cough, shortness of breath, chills, headache, muscle pain, sore throat, and loss of taste or smell. The business shall screen each non-employee prior to entering the premises. Any non-employee who presents any symptom of COVID-19 shall be denied entry to the premises.

3. No sign in sheets, touch pads, or touch surfaces shall be required for entry to the premises.

4. Hand sanitizer or hand washing stations (e.g. hand sinks) shall be available to all employees and non-employees.

5. All equipment and surfaces, including pay stations, shall be disinfected after each use. All other frequently touched surfaces, including but not limited to counters, door handles, handrails, light switches, restrooms, and water fountains shall be disinfected at least hourly. The entire facility shall be disinfected at least daily. Disinfectants must be EPA-registered and labeled as bactericidal, fungicidal, and virucidal. Disinfectant for immersion of tools must be changed daily.

6. All employees are required to wear a non-surgical mask that completely covers the nose and mouth while providing personal services. It is recommended that all employees wear clean face shields, disposable gloves, and smocks while providing services. Disposable gloves and smocks should be changed between clients. It is recommended that all clients wear a non-surgical mask that covers the nose and mouth at all times. It is recommended that all clients be protected by a clean cape and in the case of haircuts a neck strip. Capes and neck strips should be changed between clients. It is recommended that barriers be erected between workstations.

7. Steam and sauna areas shall not be used. However, hand sinks, toilets, urinals, locker room, shower, and pool areas may be used.

8. It is recommended that individuals over the age of 60 and individuals who are immunocompromised or have underlying health conditions not enter the premises.

9. Contactless pay options are recommended (cash is discouraged).

Exhibit D
Additional Requirements for Reopening Places of Worship

1. The places of worship shall not allow any employee who presents any symptom of COVID-19 to work. Symptoms of COVID-19 include but are not limited to fever (100.4° or more), cough, shortness of breath, chills, headache, muscle pain, sore throat, and loss of taste or smell. The place or worship shall screen each employee prior to every shift, including taking temperature. Any employee who presents any symptom of COVID-19 shall be sent home immediately.

2. The place of worship shall not allow any non-employee who presents any symptom of COVID-19 to enter the premises. Symptoms of COVID-19 include but are not limited to fever (100.4° or more), cough, shortness of breath, chills, headache, muscle pain, sore throat, and loss of taste or smell. The business shall screen each non-employee prior to entering the premises. Any non-employee who presents any symptom of COVID-19 shall be denied entry to the premises.

3. No sign in sheets, touch pads, or touch surfaces shall be required for entry to the premises.

4. Hand sanitizer or hand washing stations (e.g. hand sinks) shall be available to all employees and non-employees.

5. All equipment and surfaces, including microphones and pulpits, shall be disinfected after each use. All other frequently touched surfaces, including but not limited to counters, door handles, handrails, light switches, restrooms, and water fountains shall be disinfected at least hourly. The entire facility shall be disinfected at least daily. Disinfectants must be EPA-registered and labeled as bactericidal, fungicidal, and virucidal.

6. This section was amended by City Council on March 1, 2021, removing any social distancing requirements for places of worship.

7. It is recommended that any sacrament, including communion, be administered without persons having to touch the same surfaces and objects. Contactless pay options are recommended (collection plates are discouraged; collection boxes and online options are encouraged). It is recommended that Bibles, hymnals, pens, and information cards be removed temporarily from the back of chairs/pews.

8. It is recommended that individuals over the age of 60 and individuals who are immunocompromised or have underlying health conditions not enter the premises.

9. It is recommended that services be held online or by drive-in.

10. It is recommended that all employees and non-employees wear a non-surgical mask that completely covers the nose and mouth at all times.

11. It is recommended that childcare be closed unless the place of worship can comply with CDC guidelines for childcare facilities.

Exhibit E
Additional Requirements for Reopening Restaurants

1. The business shall not allow any employee who presents any symptom of COVID-19 to work. Symptoms of COVID-19 include but are not limited to fever (100.4° or more), cough, shortness of breath, chills, headache, muscle pain, sore throat, and loss of taste or smell. The business shall screen each employee prior to every shift, including taking temperature. Any employee who presents any symptom of COVID-19 shall be sent home immediately.

2. The business shall not allow any non-employee who presents any symptom of COVID-19 to enter the premises. Symptoms of COVID-19 include but are not limited to fever (100.4° or more), cough, shortness of breath, chills, headache, muscle pain, sore throat, and loss of taste or smell. The business shall screen each non-employee prior to entering the premises. Any non-employee who presents any symptom of COVID-19 shall be denied entry to the premises.

3. No sign in sheets, touch pads, or touch surfaces shall be required for entry to the premises.

4. Hand sanitizer or hand washing stations (e.g. hand sinks) shall be available to all employees and non-employees.

5. All equipment and surfaces, including check presenters, condiments, digital ordering devices, menus, and pay stations, shall be disinfected after each use. All other frequently touched surfaces, including but not limited to counters, door handles, handrails, light switches, and restrooms, shall be disinfected at least hourly. The entire facility shall be disinfected at least daily. Disinfectants must be EPA-registered and labeled as bactericidal, fungicidal, and virucidal.

6. All employees are required to wear a non-surgical mask that completely covers the nose and mouth while within six feet of customers. It is recommended that employees wear a non-surgical mask that completely covers the nose and mouth at all times. It is recommended that barriers be erected between tables.

7. This section was amended by City Council on March 1, 2021, removing any social distancing requirements for restaurants.

8. Eating utensils shall be rolled. Customers may self-serve any food or drink including buffets, salad bars, and beverage service stations. The business must provide an attendant at all times to encourage social distancing and disinfect any such areas consistent with paragraph 5

9. It is recommended that individuals over the age of 60 and individuals who are immunocompromised or have underlying health conditions not enter the premises.

10. Drive-thru, pickup, and delivery options are recommended.

11. Contactless pay options are recommended (cash is discouraged).

Exhibit F
Additional Requirements for Reopening Theaters

1. The business shall not allow any employee who presents any symptom of COVID-19 to work. Symptoms of COVID-19 include but are not limited to fever (100.4° or more), cough, shortness of breath, chills, headache, muscle pain, sore throat, and loss of taste or smell. The business shall screen each employee prior to every shift, including taking temperature. Any employee who presents any symptom of COVID-19 shall be sent home immediately.

2. The business shall not allow any non-employee who presents any symptom of COVID-19 to enter the premises. Symptoms of COVID-19 include but are not limited to fever, cough, shortness of breath, and aches. The business shall screen each non-employee prior to entering the premises. Any non-employee who presents any symptom of COVID-19 shall be denied entry to the premises.

3. No sign in sheets, touch pads, or touch surfaces shall be required for entry to the premises.

4. Hand sanitizer or hand washing stations (e.g. hand sinks) shall be available to all employees and non-employees.

5. All equipment and surfaces, including pay stations and seats, shall be disinfected after each use. All other frequently touched surfaces, including but not limited to counters, door handles, handrails, light switches, restrooms, and water fountains shall be disinfected at least hourly. The entire facility shall be disinfected at least daily. Disinfectants must be EPA-registered and labeled as bactericidal, fungicidal, and virucidal.

6. All employees are required to wear a non-surgical mask that completely covers the nose and mouth while within six feet of customers. It is recommended that employees wear a non-surgical mask that completely covers the nose and mouth at all times. It is recommended that all non-employees wear a non-surgical mask that completely covers the nose and mouth as much as possible.

7. Arcade and game areas may be used. The business must provide an attendant at all times to encourage social distancing and disinfect any such areas consistent with paragraph 5.

8. No more than ten customers shall be seated together. Groups must be separated by at least six feet of space as measured from the nearest persons from each group.

9. It is recommended that individuals over the age of 60 and individuals who are immunocompromised or have underlying health conditions not enter the premises.

10. Contactless pay options are recommended (cash is discouraged).

Exhibit G
Additional Requirements for Outdoor Sports

1. The business hosting the sport shall not allow any employee who presents any symptom of COVID-19 to work. Symptoms of COVID-19 include but are not limited to fever (100.4° or more), cough, shortness of breath, chills, headache, muscle pain, sore throat, and loss of taste or smell. The business shall screen each employee prior to every shift, including taking temperature. Any employee who presents any symptom of COVID-19 shall be sent home immediately.

2. The business hosting the sport shall not allow any non-employee who presents any symptom of COVID-19 to enter the premises. Symptoms of COVID-19 include but are not limited to fever (100.4° or more), cough, shortness of breath, chills, headache, muscle pain, sore throat, and loss of taste or smell. The business shall screen each non-employee prior to entering the premises. Additionally, the coach for each participant shall screen each of his or her participants prior to entering the premises. Any non-employee who presents any symptom of COVID-19 shall be denied entry to the premises.

3. No sign in sheets, touch pads, or touch surfaces shall be required for entry to the premises.

4. Hand sanitizer or hand washing stations (e.g. hand sinks) shall be available to all employees and non-employees.

5. All equipment and surfaces shall be disinfected after each use. All other frequently touched surfaces, including but not limited to counters, door handles, handrails, light switches, restrooms, and water fountains shall be disinfected at least hourly. The entire facility shall be disinfected at least daily. Disinfectants must be EPA-registered and labeled as bactericidal, fungicidal, and virucidal.

6. **This section was amended by City Council on March 1, 2021, removing any social distancing requirements for places of worship.**

7. All employees are required to wear a non-surgical mask that completely covers the nose and mouth while within six feet of customers. It is recommended that employees wear a non-surgical mask that completely covers the nose and mouth at all times. It is recommended that all non-employees wear a non-surgical mask that completely covers the nose and mouth as much as possible.

9. Steam and sauna areas shall not be used. However, hand sinks, toilets, urinals, locker room, shower, and pool areas may be used.

10. **This section was amended by City Council on March 1, 2021, removing any social distancing requirements for places of worship.**

11. It is recommended that individuals over the age of 60 and individuals who are immunocompromised or have underlying health conditions not enter the premises.

12. Contactless pay options are recommended (cash is discouraged).

Requirements	Gyms	Pools	Personal Services	Places of Worship	Restaraunts	Theaters	Outdoor Sports
May not allow employees with symptoms to work	X	X	X	X	X	X	X
May not allow non-employees with symptoms to enter the premises	X	X	X	X	X	X	X
May not use sign in sheets, touch pads, touch surfaces	X	X	X	X	X	X	X
Must provide hand sanitizing or washing stations	X	X	X	X	X	X	X
Must disinfect equipment and surfaces after each use. Common surfaces disinfected at least hourly (light switches, doorknobs, etc.) Whole facility sanitized daily	X	X	X	X	X	X	X
Group/team activities must be social distanced	X						
Steam rooms & saunas are not permitted for use	X	X	X				X
No more than 10 persons seated together & groups must be at least 6' apart		X				X	
Pools must be adequately treated with disinfectant and have water turnover at least every 6 hours		X					
Employees must wear mask while providing services/within 6 feet of customers			X		X	X	X
Eating utensils rolled					X		
Provide an attendant at buffets for disenfection and encouraging social distancing					X		
Provide an attendant in arcades and game areas for disenfection and encouraging social distancing						X	

Recommendations	Gyms	Pools	Personal Services	Places of Worship	Restaraunts	Theaters	Outdoor Sports
Individuals 60 or above or those who are immunocompromised do not enter the premises	X	X	X	X	X	X	
All individuals wear a mask covering the nose and mouth	X	X	X	X	X	X	X
Contactless pay options		X	X	X	X	X	
Employees wear face shields, disposable glove, and smocks			X				
Capes and neck strips be changed between clients			X				
Barriers erected between workstations/tables			X		X		
Sacraments be administered without persons having to touch the same surfaces/objects				X			
Bibles, hymnals, pens, and information cards be removed from the backs of chairs/pews				X			
Services be held online or by drive-in				X			
Childcare closed unless CDC guidelines attained				X			
Drive-thru, pickup, and delivery are recommended					X		

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 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.

RS 2021-010

Case 017-21: 2308 S. Patterson Ave. - A request for a Special Use Permit for the operation of a short-term rental – Duncan Park, Park Lodgings, LLC.

Duncan Park, 2612 S Jackson Ave., Joplin, MO. 2308 Patterson is a purchase and has been a rental for over 20 years. We are hoping to make it a short-term rental for families in transition due to just moving to Joplin or something destructive has happened to their home and waiting for it to be rebuilt or reconditioned. It is a three bedroom, 1 ½ bath.

Ms. Phillips stated that she has seen in the code that Tourist Homes are prohibited. Is this another grey area?

Mr. Stanton stated that it was more in the bed and breakfast use.

Ms. Phillips mentioned in the code page 162, D-3, it states 2 off street parking spaces and 1 for additional rooms in the structure. He has listed 3 parking spaces. Why?

Mr. Stanton stated our minimum requirement would be two, but there is a long driveway and 3 vehicles could fit on it.

Ms. Phillips stated that is not what the letter stated. It stated two vehicles in the driveway and two at the curb of the property. Why say three when you only need two.

Mr. Stanton mentioned that he thought that Mr. Park just wanted us to know that there is a capacity for that many vehicles.

Ms. Phillips stated that she didn't care how many were on the street. She didn't want any on the street.

Mr. Ramsour wanted to know if he was missing the staff recommendation?

Mr. Stanton stated he was not. It is a special use permit and staff does not make recommendations on these.

Mr. Kimble has a question. Mr. Park has mentioned transitional. I also see Air B&B, are you also aiming to use that for much shorter or month-long stays?

Mr. Park stated that he was not for sure what the Special Use would open up exactly. Right now, there are a number of rentals in Joplin listed in Air B&B. It is his observation that they will be blocked out completely for a month or more for just the purpose that we are hoping to offer.

Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MS. BRUCKNER-SEARS MOVED, SECONDED BY MR. EASTMAN THAT CASE 017-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR

APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. BRUCKNER-SEARS, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (7 IN FAVOR)

Z&P Meeting: April 12, 2021
City Council Meeting: May 3, 2021

STAFF PLANNING REPORT
Special Use Permit

CASE 017-21 A request for a Special Use Permit for the operation of a short-term rental.

LOCATION 2308 S. Patterson

APPLICANT Duncan Park, Park Lodgings, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-family Home	Approximately 0.2 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Patterson Ave.	Local	50'

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

No.

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

DISCUSSION

The applicant is requesting a Special Use Permit for the first time with this application for the operation of short-term rental, colloquially referred to as an Airbnb. The facility provides approximately 3 off-street parking spaces and employs 0 assistants or employees other than the homeowner.

CONDITIONS

1. This Special Use Permit is issued to Duncan Park, Park Lodgings, LLC for the operation of a short-term rental at 2308 S. Patterson Ave.
2. The permit shall be valid for 2 years upon approval, being eligible for renewal in May 2023.
3. Off street parking for at least three (3) vehicles shall be provided.
4. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of the City of Joplin.

RECEIVED
2-9-21

SPECIAL USE PERMIT APPLICATION

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

For Office Use Only

Case No.: 017-21
Filing Fee: $500.00
Date Advertised: 3-28-21
Date Notices Sent 4-5-21
Public Hearing Date: 4-12-21

APPLICANT: Duncan Park - Park Lodgings LLC PHONE: 417.592.9222

ADDRESS: Property: 2308 Patterson, Joplin EMAIL:

OWNER: Duncan & Debra Park PHONE: 417.592.9222

ADDRESS: 2612 S. Jackson Avenue EMAIL: thestateparks@aol.com

LOCATION OF PROPERTY: 2308 S. Patterson Ave

LEGAL DESCRIPTION: Lot #33 in Fairlane Addition Plat #1, Joplin, MO, Jasper County (Beacon Parcel ID 19601320010019000)

PRESENT ZONING CLASSIFICATION: Residential ACREAGE: .2076

PRESENT USE OF PROPERTY: Rental

PROPOSED LAND USE ACTIVITY: Rental / Airbnb

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	Residential	R-1
South	"	R-1
East	"	R-1
West	"	R-1

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

	YES	NO
1. Is deemed necessary for the public convenience at that location.	N/A	

2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected. n/a ____

3. Is found to be generally compatible with the neighborhood in which it is proposed. X ____

4. Will comply with the height and area regulations of the district in which it is located unless specifically granted. N/A ____

5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect. X ____

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided. X ____

Should this special use be valid only for a specific time period? Yes _____ No _____
If Yes, what length of time? _____

Attachments Required:
1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may impact the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
3. Site plans and landscape plans must be submitted for the site before a Special Use Permit can be advertised for public hearing.

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation. n/a
2. Days of Operation. n/a
3. Number of Off-street Parking Spaces. 3
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) NONE
5. Number of Assistants or employees. NONE
6. Nature of the Business. Airbnb
7. Location of the Business. 2308 S. Patterson, Joplin, MO

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

SIGNATURE: Duncan Pink DATE: 2/9/2021

BY: _____ TITLE: _____

Park Lodgings

Duncan Park 417-592-9222 tailoredspace@aol.com 2612 S. Jackson Ave., Joplin, MO 64804

February 9, 2021

Keegan Stanton
Joplin City Hall Zoning and Planning
602 S. Main St.
Joplin, MO 64801

Dear Mr. Stanton and City Council members,

The intended purpose of our home at 2308 Patterson Ave. is to provide a discreet, quality short or medium term home rental to visitors and residents of Joplin. Our target demographic will be visiting medical professionals and as a temporary fully-furnished residence when local families are between homes.

The property itself has been used as a long-term rental for nearly 20 years, according to the previous owner. Our intention is to provide exterior superficial upgrades (paint, wood cladding, and landscaping to improve curb appeal) and to furnish the interior with original art and locally crafted furniture along with midcentury modern and other quality high-end furnishings. It will be marketed as a homestay for families and parties will be prohibited.

Parking is ample in the driveway for at least two vehicles and at most two more along the curb of the property. We anticipate this would rarely reach even that number of vehicles. Housekeeping, yard care and maintenance will all be provided. There is very minimal outdoor entertaining space: just an outdoor grill and seating for two or three.

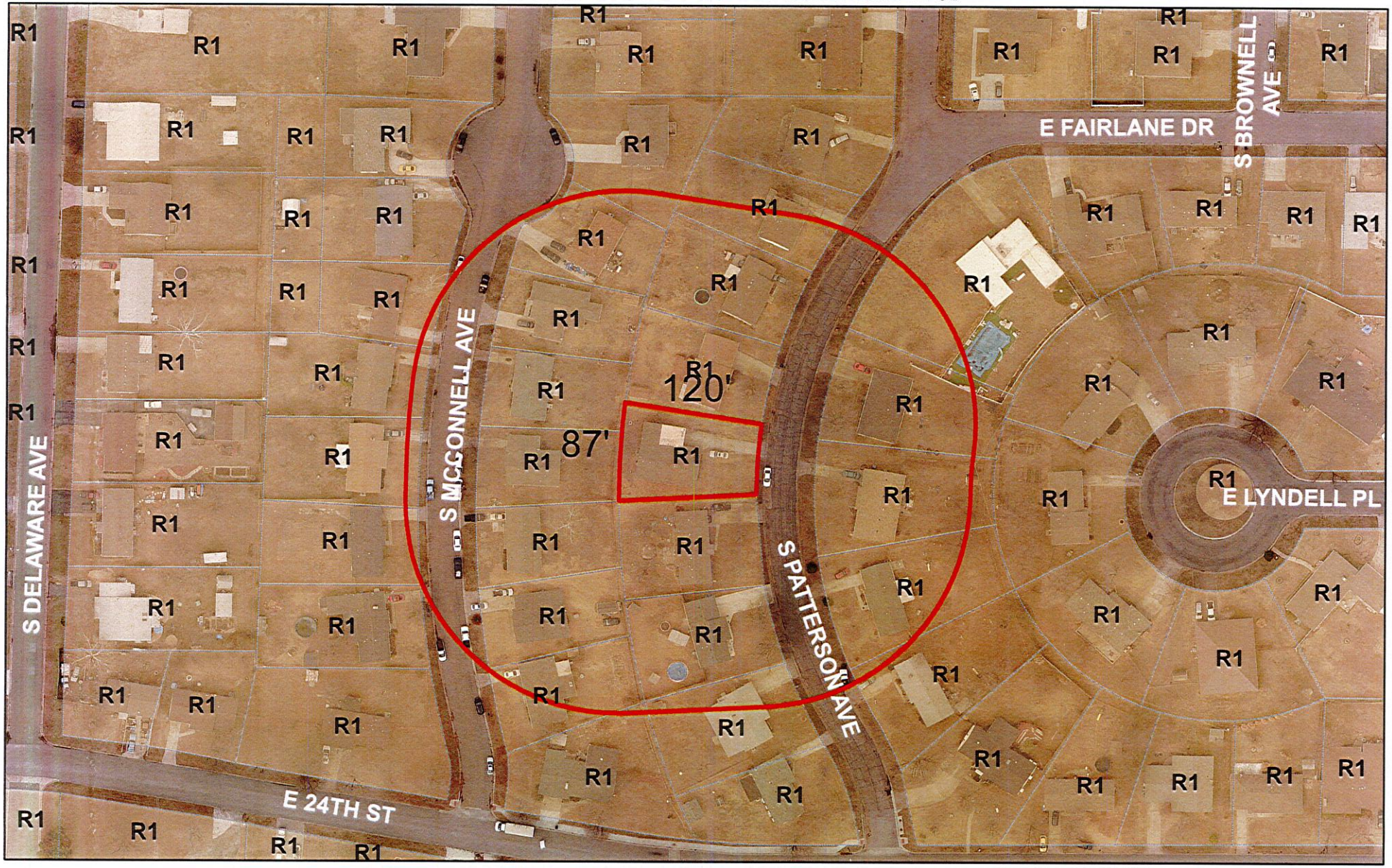
We are excited to offer a quality, upscale residential hospitality experience for the community we live in and love.

Sincerely yours,

Duncan Park

Duncan Park

Case 017-21: 2308 S. Patterson Ave.



Case 017-21: 2308 S. Patterson Ave. - A request for a Special Use Permit for the operation of a short-term rental – Duncan Park, Park Lodgings, LLC.

SPECIAL USES

SPECIAL USE PROCEDURE

Certain uses or exceptions are permitted in some zoning districts, only when a special use permit has been obtained from the City Council. Such uses require special study with respect to specific location and design considerations to assure that they will have minimal negative impact on surrounding properties.

The applicant shall first meet with the Planning/Community Development Specialist to receive a full explanation of the zoning and special use requirements and an application form.

The applicant shall submit a completed application form to the Office of the Planning Division and pay the appropriate fee. The application shall include a plan showing existing and proposed structures on the property in question, adjacent property, parking spaces, driveways, and other information as required by the adopted zoning regulations. An application shall not be processed unless it has been fully completed, the fee paid, and all required information submitted.

The Planning/Community Development Specialist shall then schedule consideration of the application at the next regular meeting of the Planning and Zoning Commission. The Office of the Municipal Planner shall be responsible for having an official notice of the public hearing published in a newspaper of general circulation at least 15 days prior to the hearing, and follow the adopted procedures for considering a special use permit as prescribed in the zoning regulations.

The Planning and Zoning Commission shall hold a public hearing at which time citizens and parties of interest shall have an opportunity to be heard. The public hearing may be adjourned from time to time and, upon its conclusion, the Planning and Zoning Commission shall prepare and adopt its recommendation to the City Council. This recommendation shall be submitted along with an accurate record of the public hearing.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Resolution No. 2021-010- Special Use Permit, 1st Request

MEETING DATE:
May 3, 2021

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, City Manager - Nicholas Edwards.

SUMMARY REQUEST:
Case 017-21: 2308 S. Patterson Ave. - A request for a Special Use Permit for the operation of a short-term rental. – Duncan Park, Park Lodgings LLC

BACKGROUND:
The applicant is requesting a Special Use Permit for the first time with this application for the operation of short-term rental, colloquially referred to as an Airbnb. The facility provides approximately 3 off-street parking spaces and employs 0 assistants or employees other than the homeowner.

PLANNING & ZONING COMMISSION TESTIMONY:
Duncan Park, 2612 S Jackson Ave., Joplin, MO. 2308 Patterson is a purchase and has been a rental for over 20 years. We are hoping to make it a short-term rental for families in transition due to just moving to Joplin or something destructive has happened to their home and waiting for it to be rebuilt or reconditioned. It is a three bedroom, 1 ½ bath.

Ms. Phillips stated that she has seen in the code that Tourist Homes are prohibited. Is this another grey area?

Mr. Stanton stated that it was more in the bed and breakfast use.

Ms. Phillips mentioned in the code page 162, D-3, it states 2 off street parking spaces and 1 for additional rooms in the structure. He has listed 3 parking spaces. Why?

Mr. Stanton stated our minimum requirement would be two, but there is a long driveway and 3 vehicles could fit on it.

Ms. Phillips stated that is not what the letter stated. It stated two vehicles in the driveway and two at the curb of the property. Why say three when you only need two.

Mr. Stanton mentioned that he thought that Mr. Park just wanted us to know that there is a capacity for that many vehicles.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to Duncan Park, Park Lodgings, LLC for the operation of a short-term rental at 2308 S. Patterson Ave.
2. The permit shall be valid for 2 years upon approval, being eligible for renewal in May 2023.
3. Off street parking for at least three (3) vehicles shall be provided.
4. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of the City of Joplin.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 017-21 (7 Favor, 0 Nays)

ATTACHMENTS
RS 2021-010, P&Z Commission Minutes

P & Z Case 017-21
Duncan Park, Park Lodgings, LLC
(P & Z Recommended Approval)

RESOLUTION NO. 2021-010

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a short -term rental at 2308 S. Patterson Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on May 3, 2021 in compliance with said request;

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

That a Special Use Permit be granted to Duncan Park, Park Lodgings, LLC, for the operation of a short-term rental the City of Joplin, Missouri, on the following described real estate, to-wit:

All of Lot Numbered Thirty-Three (33) in Fairlane Addition Plat #1 to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. . This Special Use Permit is issued to Duncan Park, Park Lodgings, LLC for the operation of a short-term rental at 2308 S. Patterson Ave.
2. The permit shall be valid for 2 years upon approval, being eligible for renewal in May 2023.
3. Off street parking for at least three (3) vehicles shall be provided.
4. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to Duncan Park, Park Lodgings, LLC.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

Case 018-21: 1403 E. Valley St. - A request to declare surplus property – City of Joplin.

Mr. Keegan Stanton, 602 S Main St., Joplin, MO., and representing the City of Joplin. This is a piece of property that the city has held for a number of years. The neighbor to the east approached the city about purchasing the property. At this time, we are requesting that this property be declared surplus.

Mr. Kimble wanted to know what it meant to declare property surplus?

Mr. Stanton stated that essentially it is a process that the city has to take to sell property. It will retain its R-2 zoning.

Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MR. KIMBLE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 018-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. BRUCKNER-SEARS, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (7 IN FAVOR)

Z&P Meeting: April 12, 2021
City Council Meeting: May 3, 2021

STAFF PLANNING REPORT
Surplus Property

CASE 018-21 A request to declare surplus property.

LOCATION 1403 E. Valley St.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Vacant	Approx. 0.15 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-2	R-2	R-2
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Vacant

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. Valley St.	Local	60'

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

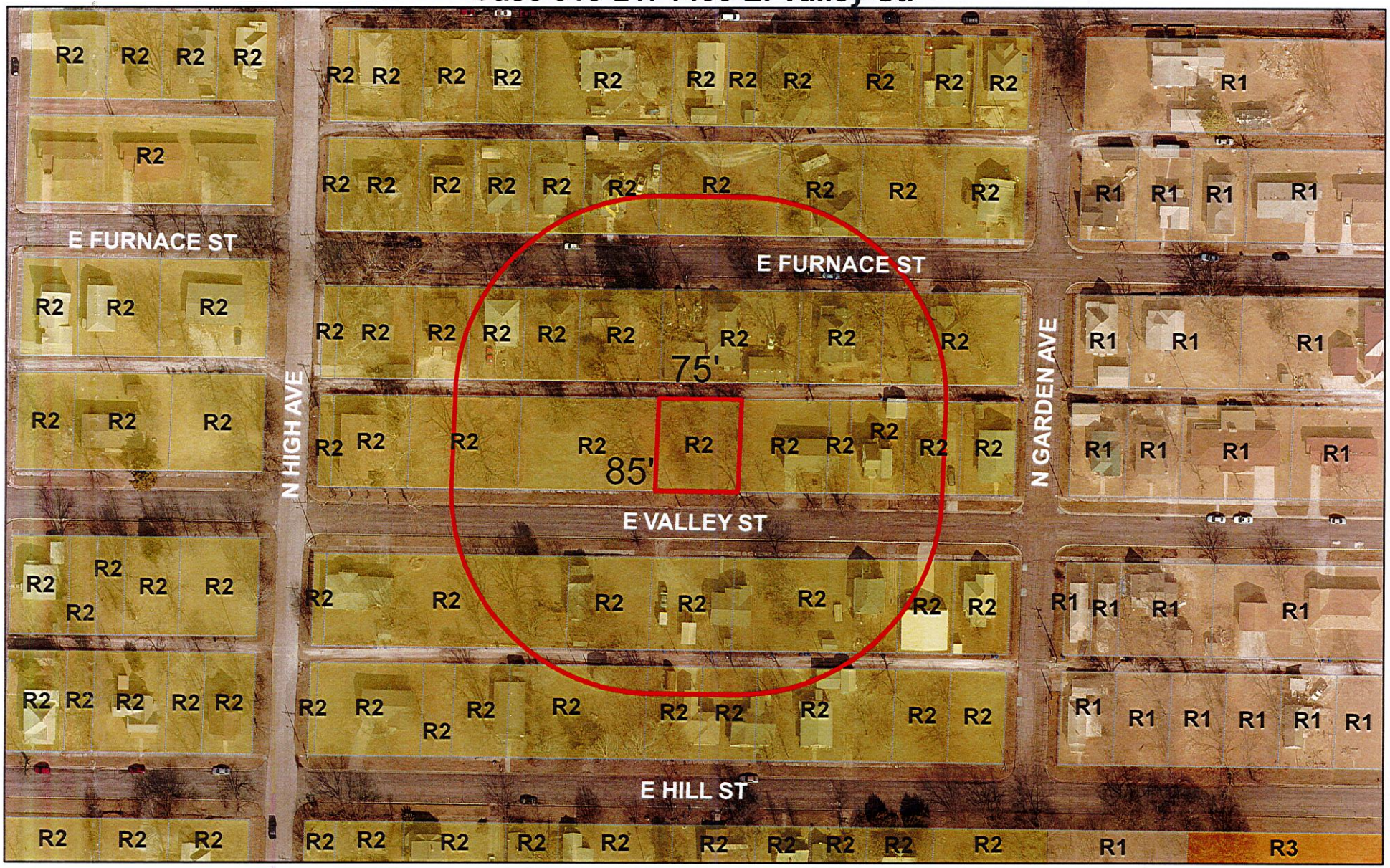
REASON FOR DECLARATION

This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turnover the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS
None.

Staff recommends approval of Case 018-21

Case 018-21: 1403 E. Valley St.



Case 018-21: 1403 E. Valley St. - A request to declare surplus property – City of Joplin.

0 62.5 125 250 375 500 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 018-21- Surplus Property at 1403 E. Valley Street.

MEETING DATE:
May 3, 2021

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, City Manager - Nicholas Edwards.

SUMMARY REQUEST:
Case 018-21: 1403 E. Valley St. – A request to declare surplus property. – City of Joplin.

BACKGROUND:
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Keegan Stanton, 602 S Main St., Joplin, MO., and representing the City of Joplin. This is a piece of property that the city has held for a number of years. The neighbor to the east approached the city about purchasing the property. At this time, we are requesting that this property be declared surplus.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval of Case 018-21.
Planning & Zoning Commission recommends approval for Case 018-21 (7 Favor, 0 Nays)

ATTACHMENTS
Case 018-21, Staff Planning Report, P&Z Commission Minutes

CB 2021-267

Case 019-21: Southeast Corner of S. Jackson Ave. and W. 34th St. - A request to remove from District R-1 (Single-family Residential) and include in District R-3-PD (Apartment House Planned Development) for future residential development – Thomas & Susan Coy.

Josh Anderson, Hunter & Millard Architects, Inc. and representing the owner. We would like to request to table this case until a later date for further discussion with the community.

Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case?

Dolores Bilke, 3427 Sergeant Ave., Joplin, MO. Lived in my house since 1979. One of the reasons why we all love our neighborhood is because it is very wooded and very quiet. We come in on 33rd and 35th Street. There isn't any street traffic except for the ones that live there. There are a lot of kids on the street, riding bicycles, playing catch and in this plan, they have carports backing onto the street. Add in traffic, noise and bedrooms facing the carports. The parking on the Jackson side, this will be very dangerous. They will be backing out directly onto Jackson and the bus stop is on that street. The buildings are facing inwards and the building regulations state that they should be facing the street like our residences.

Ms. Bilke also read a letter from Brad and Georgia Taylor, 3411 S. Jackson and have lived there for 30 plus years. We are against having the property rezoned to R-3-PD. It is truly quiet and peaceful place to live. We are open to change but not open to disruption of neighborhoods. There were 14 petitions that we have received and like to turn in.

Tiffany Beaman, 3423 S Sergeant, Joplin, MO. I don't think this lot should be rezoned due to the effect on the value of our homes and Jackson is unsafe. The school board will not put a bus stop on Jackson. There is a flow of traffic on Jackson due to the fact that it goes all the way to Freeman Hospital.

Rocksannia Alvarado, 3424 S Sergeant, Joplin, MO. There needs to be a traffic study done in the neighborhood. My husband did get hit at 34th and Sergeant, it was minor injuries. The neighbor across the street was hit, flipped his car with him and his little boy in the vehicle.

MR. EASTMAN MOVED, SECONDED BY MS. STEELE THAT CASE 019-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION TO BE TABLED. MOTION CARRIED, WITH MR. RAMSOUR, MS. BRUCKNER-SEARS, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (7 IN FAVOR)

Z&P Meeting: April 12, 2021
City Council Meeting: May 3, 2021

STAFF PLANNING REPORT
Rezoning

CASE 019-21 A request to remove from District R-1 (Single-family Residential) and include in District R-3-PD (Apartment House Planned Development) for future residential development

LOCATION Southeast Corner of 34th St. and S. Jackson Ave.

APPLICANT Thomas & Susan Coy

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 1.3 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	C-O-PD
Land Use	Single-family Residential/Vacant	Single-family Residential	Religious/Single-family Residential	Ronald McDonald House

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Jackson Ave.	Collector	60'
W. 34th St.	Local	50'
S. Sergeant Ave.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does indicate future low density residential for this property and the surrounding residential neighborhood. While the R-3 district does not satisfy this requirement, the PD overlay does give Council the ability to approve a rezoning request that demonstrates deference to the intent of the future land use map and comprehensive plan. As this request, through its site plan submission, does indicate individual single-family units on the subject property, the request does meet the intent of the future land use map and comprehensive plan. The rezoning request is also consistent with another intent of the comprehensive plan, increasing infill development.

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

The current zoning of R-1 is suitable at this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-3-PD will not be detrimental to nearby property. The site plan that accompanies this request demonstrates single-family characteristics in building design. Additionally, due to the PD overlay, no future property owner or developer will be able to build what we think of as typical multi-family developments like apartment buildings without first receiving approval on a site plan from the City Council. In this way, the low-density residential intent is preserved.

Furthermore, a minimum 20-foot wide landscaped barrier will be required where this property abuts R-1 zoning districts to the South.

Additionally, as platted, the subject property would permit 8 single-family homes to be built. This proposal is calling for 11 single-family homes, 3 more than what is permitted by-right.

DISCUSSION

This request features type of development known generally as a 'pocket neighborhood.' This is a new type of development across the country, and communities have had success implementing this new, walkable, form of residential development in addressing the 'missing middle' of housing. In our area, an example of how these communities can be successful can be found in Bentonville, AR. The community is known as Black Apple and is very similar in size, scale, and design.

This request is compatible with the Comprehensive Plan. As the intent of the future land use map is for low-density residential, the site plan that has been submitted along with this request demonstrates how this project respects that intent.

Nearby properties will not be affected by this change. As previously discussed, this project demonstrates how it will maintain the single-family nature of the area by providing individual, discrete units that are not a multi-story apartment complex, but a walkable neighborhood of single-family units. Additionally, buffer requirements will be required where this property abuts the R-1 district.

Lastly, this portion of Jackson Ave. is classified as a collector-level street. While single-family residential does exist along this corridor, it is not inappropriate for higher densities of single-family dwellings to be located along this corridor.

Staff recommends approval of Case 019-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 019-21
Filing Fee: $550.00
Date Advertised: 3-28-21
Date Notices Sent 4-5-21
Public Hearing Date: 4-12-21

APPLICANT: HUNTER & MILLARD ARCHITECTS, INC. PHONE: 417-624-8872
ADDRESS: 1501 S. MAIN JOPLIN, MO ZIP: 64804

OWNER: THOMAS & SUSAN COY PHONE:
ADDRESS: 12779 DANNYBROOK LANE, JOPLIN, MO ZIP: 64804

LOCATION/ADDRESS OF PROPERTY: 3400 BLOCK OF SOUTH JACKSON AVE. JOPLIN, MO

Present Zoning C1 Requested Zoning: C3 w/PD Acreage: 1.23
Present Use of Property: VACANT LOT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	RESIDENTIAL	C1
South	RESIDENTIAL	C1
East	RESIDENTIAL	C1
West	LONALD MCDONALD HOUSE	CO-PD

Character of the Neighborhood: ALMOST ENTIRELY RESIDENTIAL, WELL KEPT, MIDDLE CLASS

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? YES
   If yes, explain: THIS PROJECT IS FOR A NEW 'POCKET COMMUNITY DEVELOPMENT' WHICH REQUIRES A 'PLANNED DEVELOPMENT' WITH ITS ZONING.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: JACKSON AVE, 34TH ST, & SERGEANT AVE
2. Classification of Street(s):
   Arterial_____ Collector_____ Local ALL LOCAL
3. Right-of-Way Width: 40' & 50'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

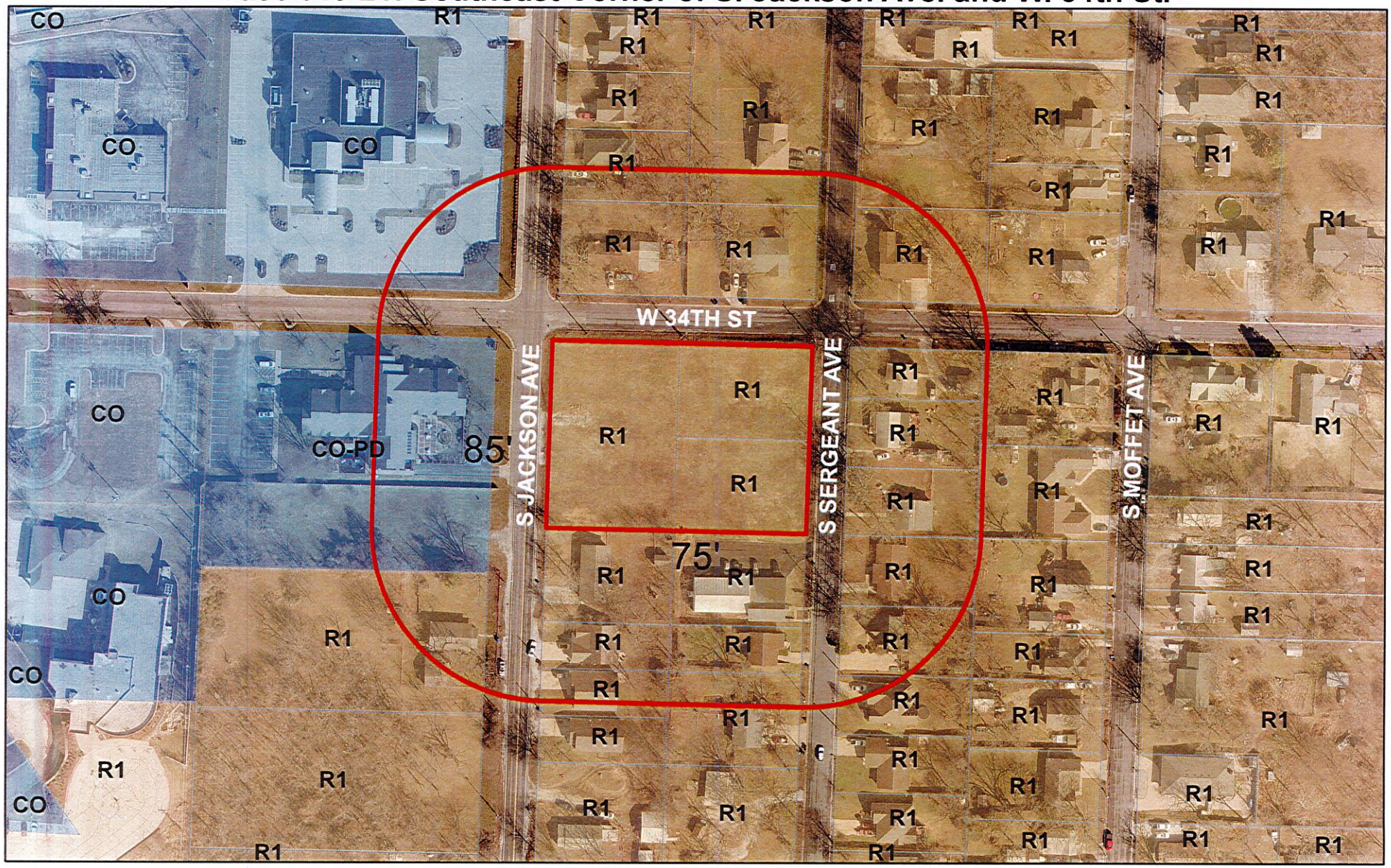
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: [signature] DATE: 3/25/21

EMAIL: josh@hunterandmillard.com

TITLE: CREATIVE DIRECTOR (HUNTER & MILLARD ARCHITECTS, INC.)

Case 019-21: Southeast Corner of S. Jackson Ave. and W. 34th St.



Case 019-21: Southeast Corner of S. Jackson Ave. and W. 34th St. - A request to remove from District R-1 (Single-family Residential) and include in District R-3-PD (Apartment House Planned Development) for future residential development – Thomas & Susan Coy.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-267- Rezone from R-1 to R-3-PD

MEETING DATE:
May 3, 2021

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, City Manager - Nicholas Edwards.

SUMMARY REQUEST:
Case 019-21: Southeast Corner of 34th St. and S. Jackson Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-3-PD (Apartment House Planned Development) for future residential development – Thomas & Susan Coy

BACKGROUND:
This request features type of development known generally as a 'pocket neighborhood.' This is a new type of development across the country, and communities have had success implementing this new, walkable, form of residential development in addressing the 'missing middle' of housing.

This request is compatible with the Comprehensive Plan. As the intent of the future land use map is for low-density residential, the site plan that has been submitted along with this request demonstrates how this project respects that intent.

PLANNING & ZONING COMMISSION TESTIMONY:
Josh Anderson, Hunter & Millard Architects, Inc. and representing the owner. We would like to request to table this case until a later date for further discussion with the community.

PUBLIC COMMENT:
Dolores Bilke, 3427 Sergeant Ave., Joplin, MO. Lived in my house since 1979. One of the reasons why we all love our neighborhood is because it is very wooded and very quiet. We come in on 33rd and 35th Street. There isn't any street traffic except for the ones that live there.

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FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends tabling Case 019-21.
Planning & Zoning Commission recommends tabling Case 019-21 (7 Favor, 0 Nays)

ATTACHMENTS
CB 2021-267, Staff Planning Report, P&Z Commission Minutes

P & Z Case 019-21
Thomas & Susan Coy
(P & Z Recommended to Table)

COUNCIL BILL NO. 2021-267 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and include in District R-3-PD (Apartment House Planned Development) property as described below and located Southeast Corner of S. Jackson Avenue and W. 34th Street, City of Joplin, Newton 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. 2004-256 is hereby amended by the following described property and including in District R-3-PD:

> All of Lots Numbered One Hundred Eight (108), One Hundred Nine (109), One Hundred Ten (110), One Hundred Eleven (111), One Hundred Forty-four (144), One Hundred Forty-five (145), One Hundred Forty-six (146), and One Hundred Forty-seven (147) in Dunwoody's Subdivision to the City of Joplin, Newton County, Missouri, according to the recorded plat thereof.

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

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

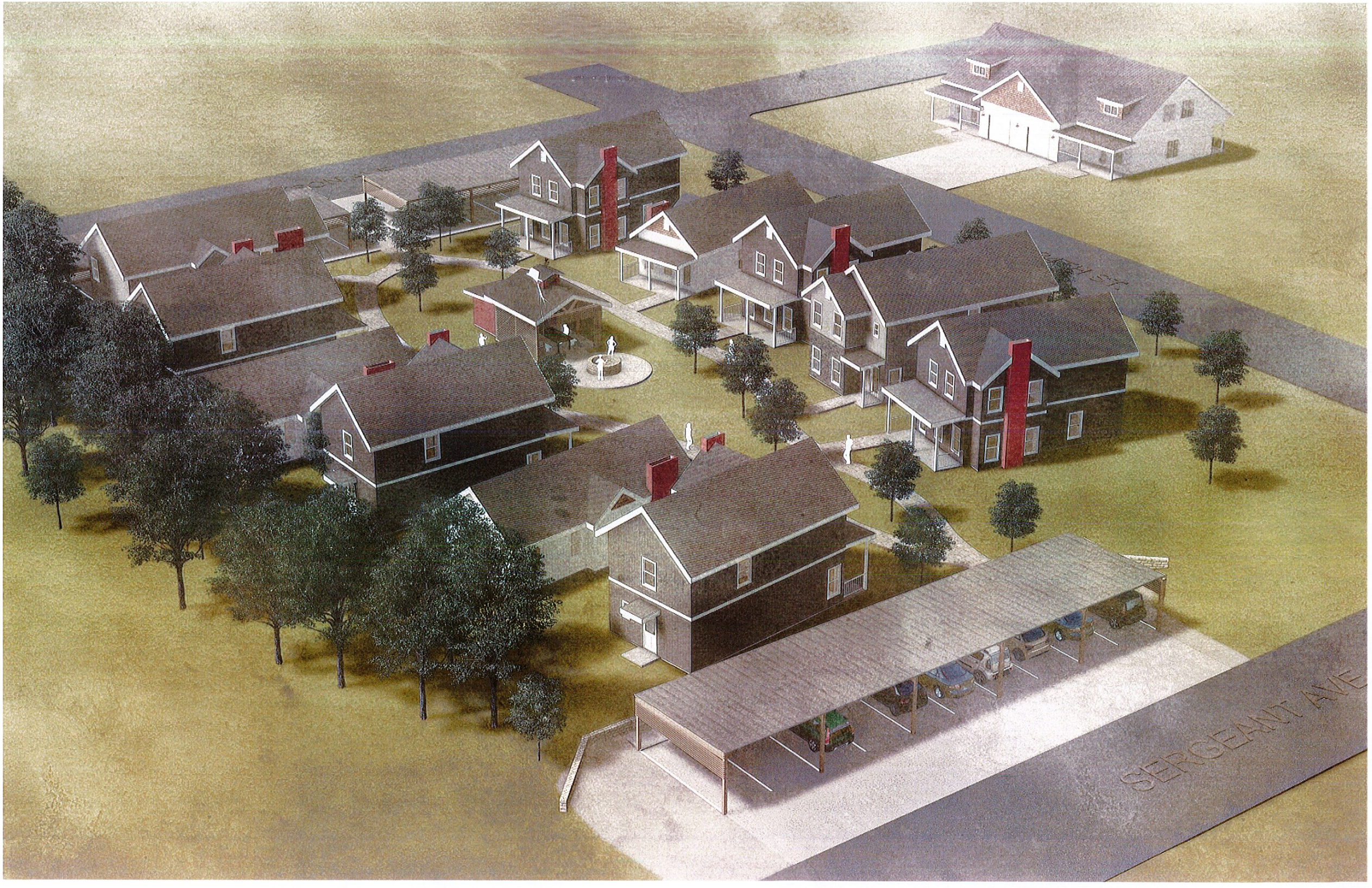
_____
Ryan D. Stanley, Mayor

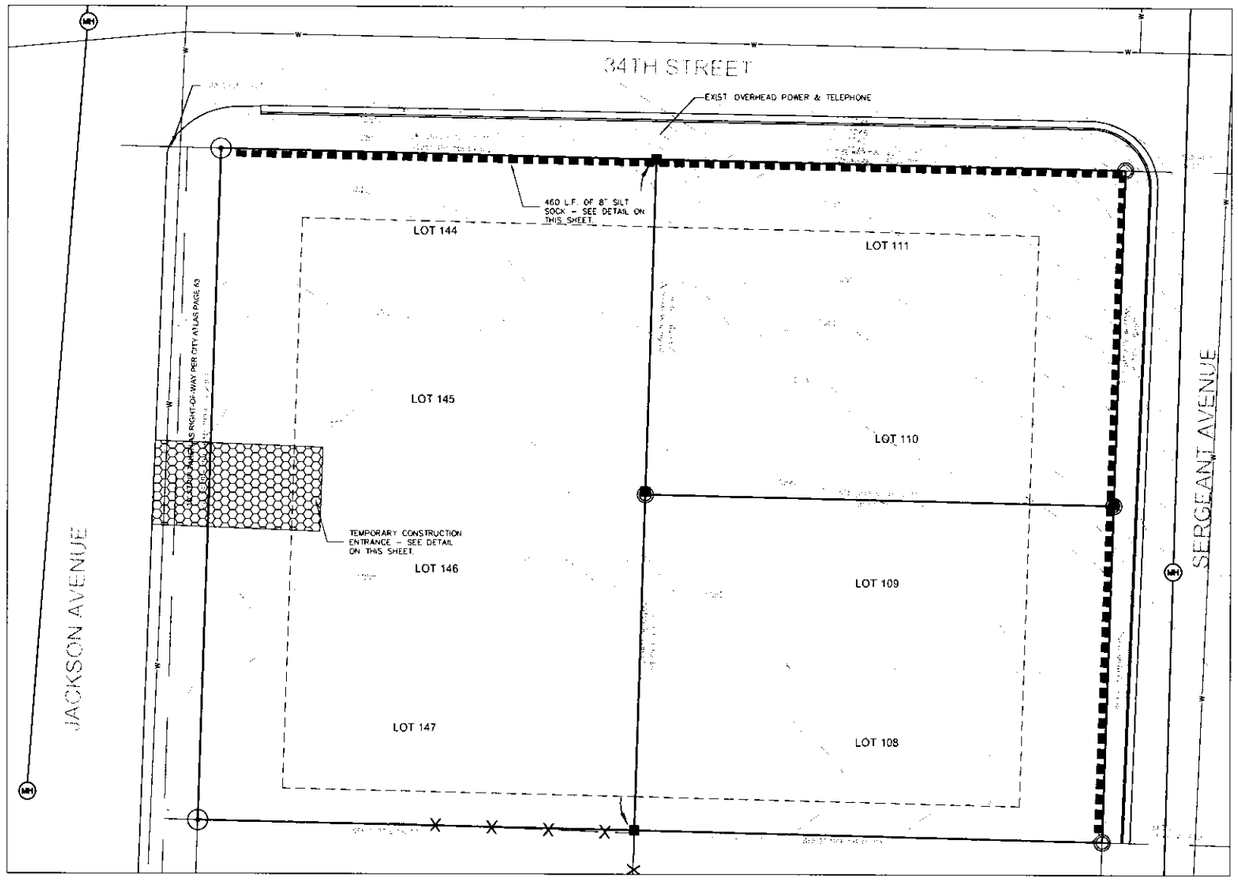
ATTEST:

_____
Barbara J. Gollhofer, City Clerk

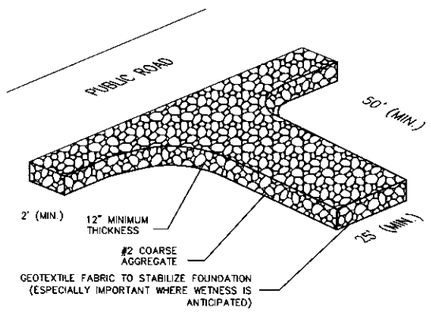
APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

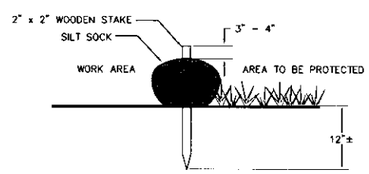

SERGEANT AVE



1 C2 SEDIMENT & EROSION CONTROL PLAN
scale: 1" = 20'-0"



TEMPORARY CONSTRUCTION ENTRANCE
Scale: N.T.S.



SILT SOCK DETAIL
Scale: N.T.S.

UTILITY DISCLAIMER

EXISTING UNDERGROUND UTILITIES AND BURIED STRUCTURES AS SHOWN HEREON HAVE BEEN MAPPED ONLY TO THE EXTENT THAT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO, OR DISCOVERED BY THE SURVEYOR IN THE PREPARATION OF THIS DRAWING. THERE IS NO GUARANTEE AS TO THE ACCURACY OR THE COMPLETENESS OF SUCH INFORMATION AND ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS THEREOF IS EXPRESSLY DISCLAIMED.

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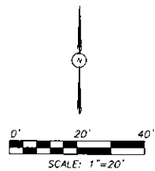

EROSION CONTROL NOTES

1. THIS PLAN SHOWS THE LOCATION AND DETAILS FOR PRIMARY SEDIMENT CONTROLS TO BE CONSTRUCTED. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING EROSION AND DISCHARGE OF SEDIMENT FROM THE SITE AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE NECESSARY MEASURES DURING ALL PHASES OF SITE OPERATIONS REGARDLESS OF WHETHER THEY ARE SPECIFICALLY NOTED ON THIS PLAN AND SHALL MAINTAIN AND REPLACE CONTROLS AS NECESSARY DURING THE COURSE OF SITE OPERATIONS.
2. TEMPORARY CONSTRUCTION ENTRANCE(S) AND SILT FENCES, STRAW BALE DIKES OR OTHER INITIAL SEDIMENT CONTROLS SHOWN ON THIS PLAN MUST BE INSTALLED PRIOR TO ANY OTHER WORK.
3. SEDIMENT BASINS SHOWN ON THIS PLAN MUST BE INSTALLED WITHIN TEN (10) CALENDAR DAYS AFTER CONSTRUCTION BEGINS OR AS SOON AS TWO (2) OR MORE ACRES ARE DISTURBED, WHICHEVER OCCURS FIRST.
4. THE CONTRACTOR SHALL CLEAN STREETS BOTH INTERIOR AND ADJACENT TO THE SITE AS NEEDED AFTER EACH RAINFALL AND AT THE END OF CONSTRUCTION.
5. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST DURING CONSTRUCTION AND SHALL WATER THE CONSTRUCTION AREAS WHENEVER CONDITIONS WARRANT.
6. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING ACCUMULATED SEDIMENT FROM STORM DRAINS PRIOR TO APPROVAL OF CONSTRUCTION.
7. ALL DISTURBED AREAS NOT RECEIVING OTHER PERMANENT STABILIZATION SUCH AS PAVEMENT, ROOFS, SOD, ETC., SHALL BE SEEDED AND MULCHED, AS SPECIFIED BEFORE TEMPORARY SEDIMENT CONTROLS CAN BE REMOVED AND PRIOR TO FINAL APPROVAL OF CONSTRUCTION.

SEEDING

1. DO NOT USE WET SEED THAT IS MOLDY OR OTHERWISE DAMAGED IN TRANSIT OR STORAGE.
2. DO NOT SEED WHEN WIND VELOCITY EXCEEDS 5 MILES PER HOUR. DISTRIBUTE SEED EVENLY OVER ENTIRE AREA BY SOWING EQUAL QUANTITY IN TWO DIRECTIONS AT RIGHT ANGLES TO EACH OTHER.
3. SOW NOT LESS THAN RATE OF 100 POUNDS PER ACRE.
4. RAKE SEED LIGHTLY INTO TOP ¼ INCH OF SOIL, ROLL LIGHTLY, AND WATER WITH FINE SPRAY.
5. SEASONAL LIMITATIONS

   PREFORM SEEDING ONLY DURING THE FOLLOWING SEASONS:

   A. MARCH 1 TO JUNE 15
   B. SEPTEMBER 1 TO OCTOBER 30
6. METHODS OF APPLICATION

   A. DRY SEEDING: SPREADER OR SEEDING MACHINE.

   A. HYDRO SEEDING: MIX SEED, FERTILIZER AND PULVERIZED MULCH WITH WATER AND CONSTANTLY AGITATE. DO NOT ADD SEED TO WATER MORE THAN 4 HOURS BEFORE APPLICATION.

   B. ON SLOPES OF 3 HORIZONTAL TO 1 VERTICAL OR FLATTER, APPLY SEED SEPARATELY FROM FERTILIZER. COVER SEED WITH SOIL TO AN AVERAGE DEPTH OF ¼ INCH BY RAKING OR OTHER APPROVED METHODS.

MULCHING

1. APPLY MULCH COVERING TO ALL SEEDED AREAS.
2. APPLY VEGETATIVE MULCH TO LOOSE DEPTH OF 1½ INCHES BY MEANS OF A MECHANICAL SPREADER OR OTHER APPROVED METHODS.
3. APPLY WOOD-CELLULOSE FIBER MULCH HYDRAULICALLY AT THE RATE OF 1,000 POUNDS PER ACRE.

   MULCH AND SEED MAY BE APLIED IN SINGLE OPERATION.
4. APPLY MULCH TO ACHIEVE A UNIFORM COVERAGE OF THE SOIL SURFACE.
5. IMMEDIATELY FOLLOW THE APPLICATION OF THE MULCH WATER THE SEEDED AREA IN ONE WATERING, IN SUFFICIENT AMOUNT TO PENETRATE THE SEEDBED TO A MINIMUM OF 2 INCHES. PERFORM SO AS NOT TO CAUSE EROSION OR DAMAGE TO THE SEEDBED SURFACE.
6. PROTECT SEEDED AREAS AGAINST HOT, DRY WEATHER OR DRYING WINDS BY APPLYING MULCH NOT MORE THAN 24 HOURS AFTER COMPLETION OF SEEDING OPERATIONS.

GRASS SEED

1. PROVIDE FRESH, CLEAN, NEW CROP SEED COMPLYING WITH TOLERANCE FOR PURITY AND GERMINATION ESTABLISHED BY OFFICIAL SEED ANALYSTS OF NORTH AMERICA AND AS REQUIRED BELOW.
2. BE LABELED ACCORDING TO THE U.S. DEPARTMENT OF AGRICULTURE FEDERAL SEED ACT AND SHALL BE FURNISHED IN CONTAINERS WITH TAGS SHOWING SEED MIXTURE, PURITY, GERMINATION, WEED CONTENT, NAME OF SELLER, NAME DATE ON WHICH SEED WAS TESTED.

   SEED MIXTURE

   MEET THE FOLLOWING MINIMUM PERCENTAGE REQUIREMENTS FOR PURITY AND MIX RATIO

COMMON AND BOTANICAL NAME	MINIMUM PURE LIVE SEED (%)	PURE LIVE SEED (POUNDS PER ACRE)
ALTA FESCURE OR KENTUCKY 31 FESCUE (FESTUCA ELATOR VAR. ARUNDINACEA)	75	60
RYE GRASS (LOLIUM PERENNE OR L. MULTIFORUM)	80	25
KENTUCKY BLUE GRASS (PAO PRATENSIS)	75	15
CREEPING RED FESCUE (FESTUCA RUBRA)	85	10
TOTAL		50 POUNDS

PINNACLE
DESIGN CONSULTANTS
Civil • Structural Engineering

Revisions	By
Last Modification	
DATE	BY

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website: hunterandmillard.com
check us out on Facebook
Hunter & Millard Architects, Inc.

Hunter & Millard ARCHITECTS, INC.
Missouri Certificate of Authority: A-2006008317

STATE OF MISSOURI JEFFREY DAVID BEDGAN NUMBER E-20610 REGISTERED PROFESSIONAL ENGINEER
David Bedgan, P.E.
Missouri E-20610042558
4-22-21

Drawn By	
Checked By	
Date	
Scale	
Job Number	

Erosion Control Plan
C2

Plant Schedule

SYM.	KEY	QTY.	COMMON NAME	SIZE / SPACING / COMMENTS
•	RM	9	RED MAPLE	B&B, 2" CAL.
•	WA	5	WHITE ASH	B&B, 2" CAL.
•	LL	6	LITTLELEAF LINDEN	B&B, 2" CAL.
•	RB	5	EASTERN REDBUD	B&B, 2" CAL.
•	DW	11	FLOWERING DOGWOOD	B&B, 2" CAL.
⊛	AS	26	DWARF ALBERTA SPRUCE	24" B&B or 5 GAL. CONT.
O	BH	83	BIGLEAF HYDRANGEA	24" B&B or 5 GAL. CONT.
✱	ML	75	MOUNTAIN LAUREL	24" B&B or 5 GAL. CONT.

ABBREVIATIONS: H: HEIGHT, CAL.: CALIPER, CONT. CONTAINER, MT: MULTI-TRUNK, B&B: BALLED & BURLAPPED ROOT BALL

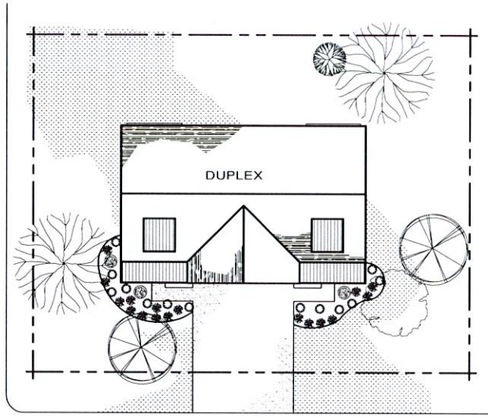
NOTE: CONTRACTOR SHALL INSTALL AN AUTOMATIC POP-UP AND/OR DRIP IRRIGATION SYSTEM THAT PROVIDES SUFFICIENT WATERING FOR ALL PLANTS AND TURF TO SUSTAIN HEALTHY GROWTH. THE IRRICATION SYSTEM SHALL BE IN COMPLIANCE WITH ALL CITY, COUNTY, AND/OR STATE REQUIREMENTS. CONTRACTOR SHALL ENSURE ALL PLANTS AND TURF ARE MAINTAINED IN HEALTHY GROWING CONDITION FOR ONE FULL GROWING SEASON.

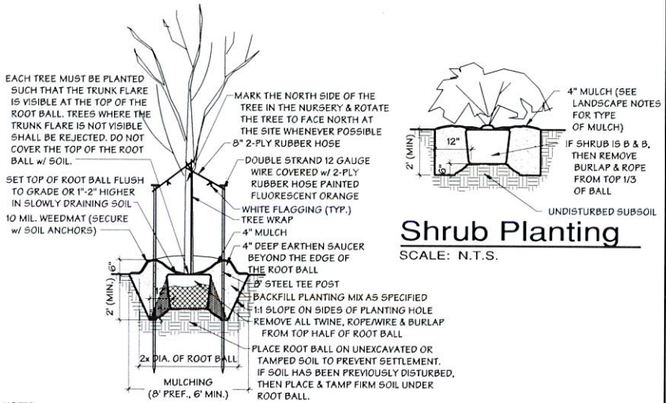
Landscape Plan Legend

- PROPERTY LINE
- STEEL EDGING
- NATIVE, DROUGHT TOLERANT, SEED OR SOD AREA
- REINF. CONCRETE, SEE CIVIL PLANS FOR DETAILS
- • HE WILLIAMS, OSA6R, LED 6" ALUMINUM BOLLARD -ROUND, FINISH COLOR - DARK BRONZE
- ▭ STEPPING STONE FOR STEPPING STONE PATH

Landscape Plan General Notes

1. THE CONTRACTOR SHALL FOLLOW ALL LOCAL CODES THAT PERTAIN TO LANDSCAPE INSTALLATION AND SHALL NOTIFY THE ARCHITECT AND/OR OWNER REGARDING ANY DISCREPANCIES BETWEEN LOCAL CODES, PLANS, AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT OR OWNER OF ANY LAYOUT DISCREPANCIES PRIOR TO ANY PLANTING.
3. THE CONTRACTOR SHALL VERIFY DEPTHS AND LOCATIONS OR ALL EXISTING UTILITIES, STRUCTURES, UNDERGROUND UTILITIES AND SITE LIGHTING CONDUITS WITHIN THE PROJECT SITE BEFORE LANDSCAPE CONSTRUCTION BEGINS.
4. THE CONTRACTOR SHALL KEEP THE PREMISES FREE FROM RUBBISH AND ALL DEBRIS ASSOCIATED WITH THE WORK AT ALL TIMES. ALL UNUSED MATERIALS AND DEBRIS SHALL BE REMOVED FROM THE SITE.
5. ALL LANDSCAPE MATERIALS TO BE WATERED BY THE CONTRACTOR UNTIL ESTABLISHED.
6. PLANT MATERIALS:
   a. SHALL BE INSTALLED BY THE CONTRACTOR PER DETAILS (REFER TO DETAILS SHEET) AND CLIENTS SPECIFICATION OR REQUIREMENTS OF THE REGULATORY AUTHORITY HAVING JURISDICTION WHICHEVER IS MORE STRINGENT.
   b. THE CONTRACTOR ACCEPTS ALL LIABILITY FOR THE INSTALLATION LANDSCAPING DEPICTED ON THIS PLAN AND SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR. ALL DEAD OR DAMAGED PLANT MATERIAL SHALL BE REPLACED ONE TIME WHEN DISCOVERED AT THE CONTRACTORS EXPENSE.
   c. QUALITY SHALL COMPLY TO THE HIGHEST STANDARDS IN THE NURSERY INDUSTRY. GRASS SOD AND PLANTS SHALL BE REASONABLY CLEAN AND FREE OF WEEDS, PESTS, AND DISEASES.
   d. PLANTS SHALL NOT BE PLANTED IN FROZEN GROUND.
7. ANY EXISTING TREES DESIGNATED TO BE SAVED MUST BE PRESERVED DURING CONSTRUCTION.
8. ALL PLANTING BEDS & TREE PLANTING PITS TO BE FILLED WITH A MIXTURE OF 30% COMPOST (COW, MUSHROOM, OR COTTON BUR), 20% PEAT MOSS, & 50% TOPSOIL BY VOLUME. ALSO, MIX IN 1LB 10-20-10 SLOW RELEASE PLANT FERTILIZER PER 10 SQ. FT.
9. STAKES FOR TREE SUPPORT SHALL BE STEEL "T" BAR FENCE POST, 6' LONG, PAINTED DARK GREEN WITH TOP 6" PAINTED WHITE. TREE TIE SYSTEM SHALL BE EASILY ADJUSTABLE, STRONG IN ALL WEATHER, & EASILY ATTACHED & REMOVED. HOSE & WIRE ARE NOT ACCEPTABLE FOR STAKED TREES.
10. ALL PLANTING BEDS AS DESIGNED ON THIS PLAN SHALL BE BORDERED BY 1/8" x 4" PAINTED BROWN STEEL EDGING AND RYERSON OR APPROVED EQUAL w/ INTEGRATED STAKES THROUGH SLOTS IN THE EDGING.
11. MULCH ALL TREE PLANTINGS AND PLANTING BEDS w/ 4" OF EITHER SHREDDED HARDWOOD BARD MULCH OR CYPRESS MULCH.
12. ALL PLANTING AREAS SHALL RECIEVE A THREE INCH (3") TOP DRESSING OF MULCH OVER 10 MIL WEED MAT. SINGLE TREES OR SHRUBS SHALL BE MULCHED TO THE OUTSIDE EDGE OF THE SAUCER OR LANDSCAPE ISLAND.
13. CONTRACTOR SHALL FERTILIZE ALL PLANTS AT THE TIME OF PLANTING w/ 10-10-10 TIME RELEASE FERTILIZER.
14. PLANT LOCATIONS ARE APPROXIMATE. ADJUST AS NECESSARY TO AVOID CONFLICTS.
15. CONTRACTOR MAY ADJUST MATERIAL QUANTITIES AS REQUIRED BY SITE CONDITIONS.





NOTES:
1. DO NOT HEAVILY PRUNE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, & BROKEN OR DEAD BRANCHES. SOME INT. TWIGS & LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
2. WRAP TREE TRUNKS ONLY UPON THE APPROVAL OF THE LANDSCAPE DESIGNER.
3. BACKFILL w/ EXISTING SOIL IN SANDY LOAM SOILS. ADD 20% MAX BY VOLUME COMPOSTED ORGANIC MATERIAL TO THE EXISTING SOIL.
4. SEE LANDSCAPE PLAN NOTES FOR TYPE OF MULCH TO BE USED.

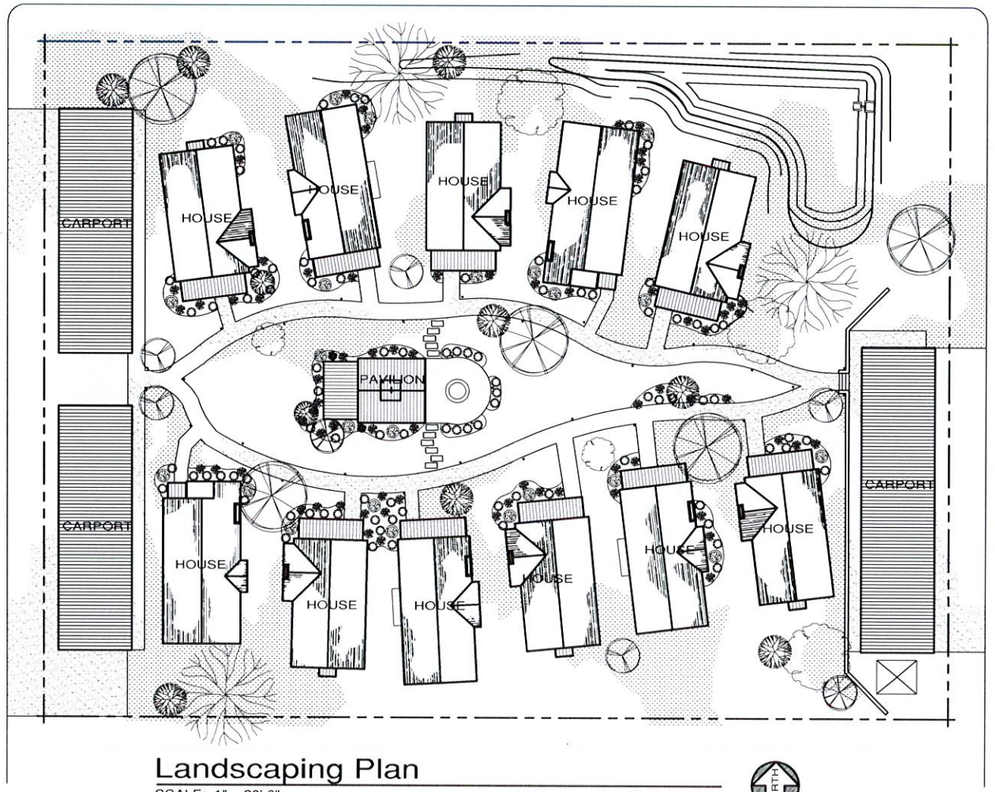
Tree Planting Dtl.
SCALE: N.T.S.

Shrub Planting
SCALE: N.T.S.

34TH ST.

JACKSON AVE.

SERGEANT AVE.



Landscaping Plan
SCALE: 1" = 20'-0"

NORTH

HUNTER & MILLARD ARCHITECTS, INC.
1501 S. Main Street
Joplin, MO 64804
(417) 624-8872
hunterandmillard.com
Missouri Certificate of Authority: A-2008008317

REVISIONS | BY

New Development for
Jackson Hills
Joplin, Missouri

Not For Construction
Preliminary

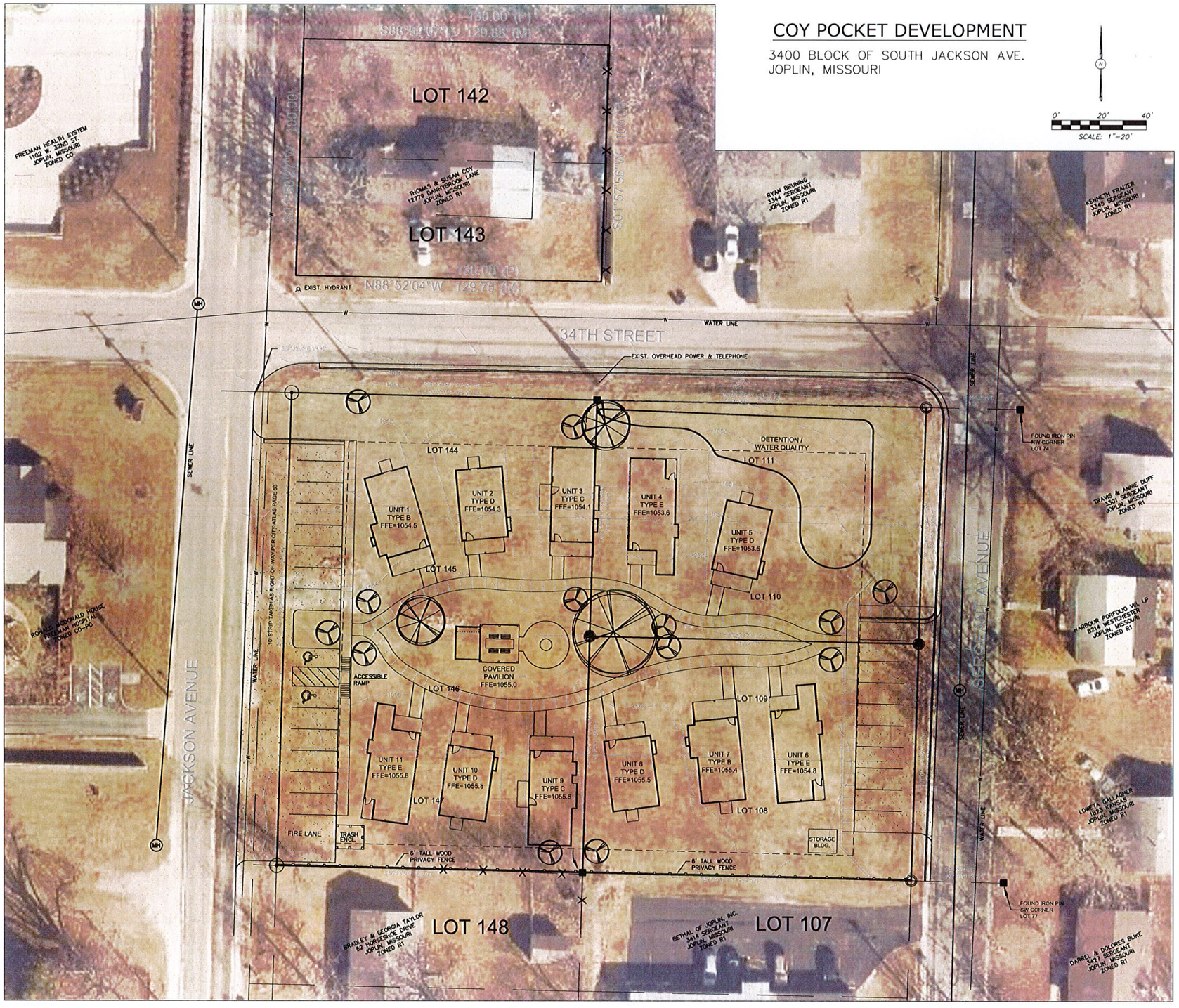
Jerrod S. Millard Architect
Missouri A-6845

Drawn By	...
Checked By	.....
Date	2021
Scale	1" = 20'
Job Number	2034
Landscape Plan	

L1

COY POCKET DEVELOPMENT

3400 BLOCK OF SOUTH JACKSON AVE.
JOPLIN, MISSOURI



0' 20' 40'
SCALE: 1"=20'

SITE INFORMATION:

PROPERTY OWNER:
THOMAS & SUSAN COY
12779 DANNYBROOK LANE
JOPLIN, MISSOURI

AREA OF PROPERTY: 53,722 S.F. = 1.23 AC.

CURRENT ZONING: R1
PROPOSED ZONING R3 WITH PD OVERLAY

PROJECT SCOPE: 11 SINGLE FAMILY DETACHED RENTAL UNITS.

PROPOSED SETBACKS:
JACKSON STREET: 25'
SERGEANT STREET: 25'
34TH STREET: 20'
SOUTH SIDE: 10'
MIN. BUILDING SEPARATION: 12'

-CONSTRUCTION OF CARPORTS OVER PARKING SPACES SHOWN TO BE ALLOWED OUTSIDE OF SETBACKS.

PARKING REQUIREMENTS:
11 UNITS X 2 PER UNIT = 22
PARKING PROVIDED: 25

VEHICLE TRIPS PER DAY:
11 UNITS X 10 VEHICLE TRIPS PER DAY PER UNIT = 110 VEHICLE TRIPS PER DAY.
PEAK ESTIMATED VOLUME: 20 VEHICLE TRIPS PER HOUR.

1 C1 SITE PLAN
scale: 1" = 20'-0"

Revisions	By
Last Modification	
DATE	INITLS

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Hunter & Millard
ARCHITECTS, INC.
Missouri Certificate of Authority: A-2008008317

STATE OF MISSOURI
REGISTERED PROFESSIONAL ENGINEER
2-22-21
David Bodeen, PE
Missouri E-2001004558

Drawn By	
Checked By	
Date	2-19-21
Scale	1" = 20'-0"
Job Number	
Site Plan	

C1

PINNACLE
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Civil • Structural Engineering
304-B West Elm St. Springfield, Mo 65807
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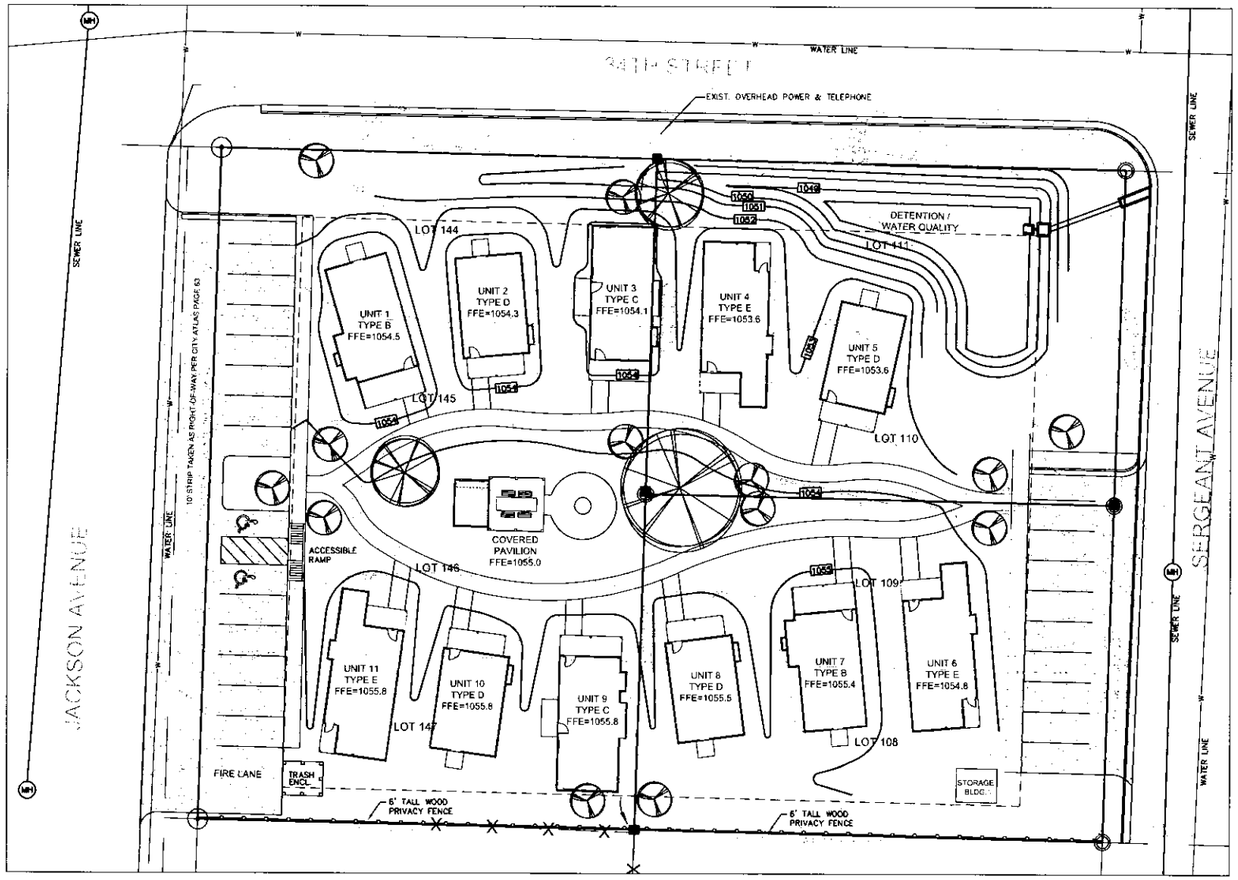
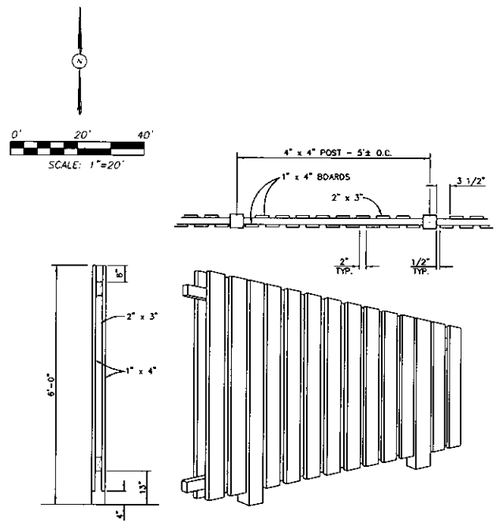
www.pinnacleslc.com



1 C3 **GRADING PLAN**
scale: 1" = 20'-0"



DUMPSTER ENCLOSURE FENCING
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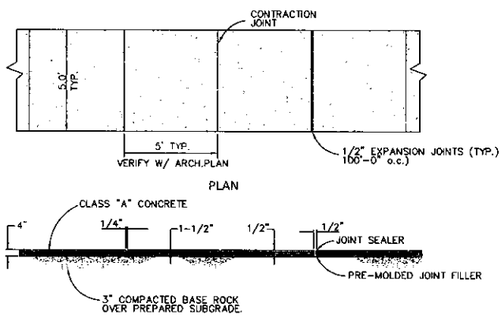

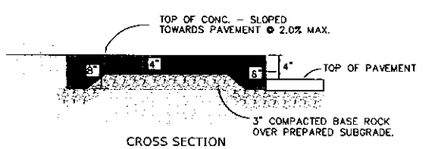

SIDEWALK DETAIL
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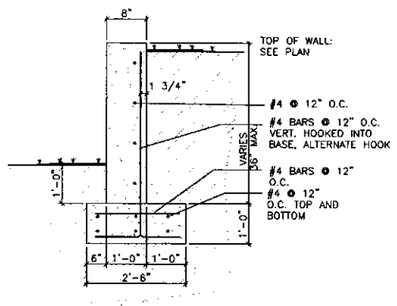

EAST RETAINING WALL
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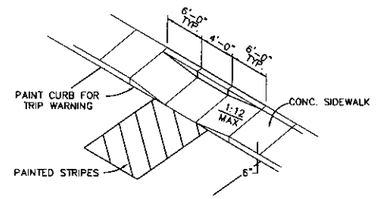

ACCESSIBLE RAMP
N.T.S.

GENERAL COMPACTION NOTES

ALL IMPROVED AREAS, INCLUDING PAVEMENT, CURB, AND SIDEWALK AREAS, SHALL BE PROPERLY COMPACTED IN LAYERS NOT EXCEEDING 8 INCHES (LOOSE MEASUREMENT) AT THE RECOMMENDED MOISTURE CONTENT WITH TEST RESULTS PROVIDED TO THE ENGINEER. DENSITY AND MOISTURE REQUIREMENTS SHALL BE IN RELATION TO THE MAXIMUM DENSITY AND OPTIMUM MOISTURE AS DETERMINED BY STANDARD PROCTOR COMPACTION TESTS. COMPACTION SHALL BE AT LEAST 90 PERCENT OF MAXIMUM DENSITY FOR EMBANKMENT UP TO WITHIN 18" INCHES OF THE SUBGRADE. THE TOP 18" INCHES OF THE EMBANKMENT SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF MAXIMUM DENSITY. ALL EMBANKMENT WITHIN 50 FEET OF ANY STRUCTURE SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF MAXIMUM DENSITY FOR A DEPTH OF ONE FOOT BELOW SUBGRADE. ALL AGGREGATE BASE ROCK SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF MAXIMUM DENSITY.

ALL BACKFILL OF TRENCHES UNDER ANY PAVEMENT, SIDEWALK, OR ANY TRENCH WITHIN 2 FEET OF ANY OF THESE SHALL BE BACKFILLED WITH CLEAN AGGREGATE. BACKFILL OF TRENCHES IN OTHER AREAS SHALL BE COMPACTED TO AT LEAST 90 PERCENT OF MAXIMUM DENSITY. IN LIEU OF MEETING COMPACTION REQUIREMENTS FLOWABLE CONCRETE FILL AS RECOMMENDED AND MAY BE USED FOR ANY TRENCH BACKFILL. COMPACTION TESTS MAY BE REQUIRED AT ANY TIME DEEMED NECESSARY BY THE ENGINEER. THESE TESTS MUST BE PERFORMED BY AN INDEPENDENT LABORATORY AT NO EXPENSE TO THE OWNER. AS AN ABSOLUTE MINIMUM, ONE TEST SHALL BE PERFORMED HORIZONTALLY EVERY 300 LINER FEET. THE INDEPENDENT LABORATORY CAN WAIVE A TEST BY REPORTING THAT THE EMBANKMENT OR SUBGRADE CONSISTS SUBSTANTIALLY OF ROCK.

GRADING NOTES

ALL CONSTRUCTION METHODS AND MATERIALS MUST CONFORM TO CURRENT STANDARDS AND SPECIFICATIONS OF THE FEDERAL, STATE, COUNTY, CITY OR LOCAL REQUIREMENTS, WHICHEVER HAS JURISDICTION.

THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD DIMENSIONS. IF ANY DISCREPANCIES ARE FOUND IN THESE PLANS FROM THE ACTUAL FIELD CONDITIONS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

THE EXCAVATING CONTRACTOR MUST TAKE PARTICULAR CARE WHEN EXCAVATING IN AND AROUND EXISTING UTILITY LINES AND EQUIPMENT. VERIFY COVER REQUIREMENTS BY UTILITY CONTRACTORS AND/OR UTILITY COMPANIES SO AS NOT TO CAUSE DAMAGE.

THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES 72 HOURS BEFORE CONSTRUCTION IS TO START, TO VERIFY IF ANY UTILITIES ARE PRESENT ON SITE. ALL VERIFICATIONS (LOCATION, SIZE AND DEPTH) SHALL BE MADE BY THE APPROPRIATE UTILITY COMPANIES. WHEN EXCAVATING IS AROUND OR OVER EXISTING UTILITIES, THE CONTRACTOR MUST NOTIFY THE UTILITY COMPANY SO A REPRESENTATIVE OF THAT UTILITY COMPANY CAN BE PRESENT TO INSTRUCT AND OBSERVE DURING CONSTRUCTION.

TRENCHES FOR ALL STORM DRAIN LINES SHALL BE BACKFILLED COMPLETELY WITH ENGINEERED GRANULAR MATERIAL IF WITHIN 2 FEET OF PAVEMENT.

AFTER STRIPPING TOPSOIL MATERIAL, PROOFROLL WITH A MEDIUM WEIGHT ROLLER TO DETERMINE LOCATIONS OF ANY POCKETS OF UNSUITABLE MATERIAL. THE NECESSITY FOR SUBDRAINS AND/OR REMOVAL OF ANY UNSUITABLE MATERIAL WITHIN THE PROPOSED PARKING AREAS WILL BE DETERMINED AT THE TIME OF CONSTRUCTION.

PROVIDE POSITIVE DRAINAGE (MINIMUM 1% AWAY FROM BUILDING) WITHOUT PONDING, IN ALL AREAS, AFTER INSTALLATION, CONTRACTOR TO TEST FOR, AND CORRECT, IF ANY, "BIRD BATH" CONDITIONS.

ALL PROPOSED SPOT ELEVATIONS ARE AS SHOWN ON DRAWING.

SEE APPROPRIATE DETAILS TO DETERMINE SUBGRADE ELEVATIONS BELOW FINISH GRADE ELEVATIONS INDICATED.

CONTRACTOR SHALL KEEP THE MUD, DIRT, AND ROCKS OFF OF STREETS & DRIVES..

RAISE OR LOWER MANHOLE LID AND JUNCTION BOX LID ELEVATIONS AS REQUIRED BY USE OF APPROVED RISERS.

ANY REQUIRED IMPORT MATERIAL SHALL BE BROUGHT TO THE SITE AT NO ADDITIONAL COST TO THE CONTRACT.

BURNING WILL NOT BE ALLOWED ON THE SITE.

BLASTING WILL NOT BE ALLOWED ON THE SITE.

UTILITY DISCLAIMER

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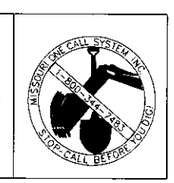

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DATE	INIT. S

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Hunter & Millard ARCHITECTS, INC.
Missouri Certificate of Authority: A-2006008317



David Boden, PE
Missouri E-20010045

Drawn By	
Checked By	
Date	
Scale	
Job Number	

Erosion Control Plan

C3



Roof Plan Notes

1. TAMKO HERITAGE COMPOSITION SHINGLES OR EQ., COLOR SHALL BE SELECTED BY OWNER
2. INSTALL SHINGLES o/ 30# FELT. FELT SHALL MEET SHINGLE MANUFACTURE'S APPROVAL
3. ROOF DECK 5/8" 'ZIP' SYSTEM ROOF DECKING
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Floor Plan Legend

NEW WOOD STUD WALL CONSTRUCTION

BUILDING SECTION — SECTION LETTER — SHEET SECTION FOUND ON

SECTION/DETAIL LETTER/NUMBER — SHEET DETAIL FOUND ON

ELEVATION MARK — ELEVATION NUMBER — ELEVATION FOUND ON SHEET

1" = 1'-0" SECTION

101 DOOR ASSEMBLY (MARK REMOVED)

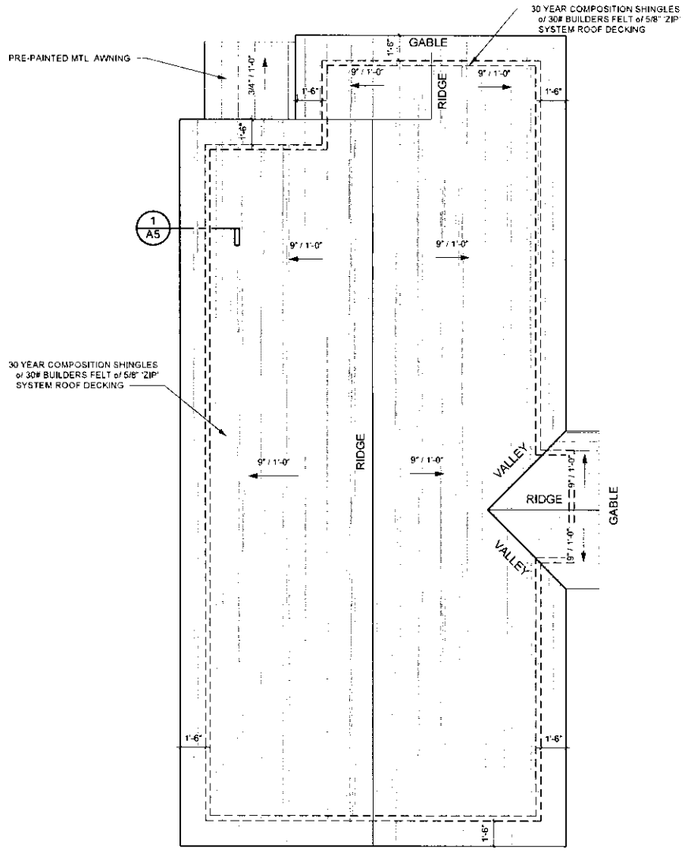
01 DOOR ASSEMBLY MARK

A WINDOW MARK

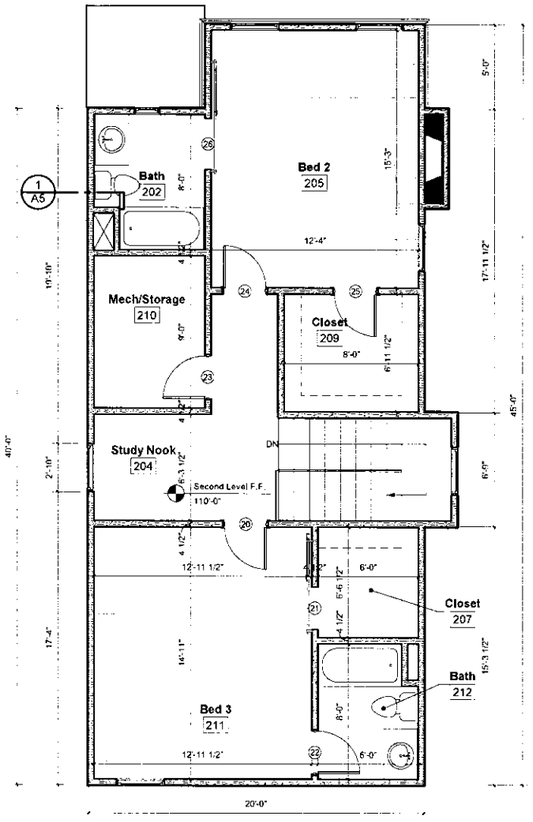
Office 101 — ROOM NAME / ROOM NUMBER

Floor Plan Abbreviations

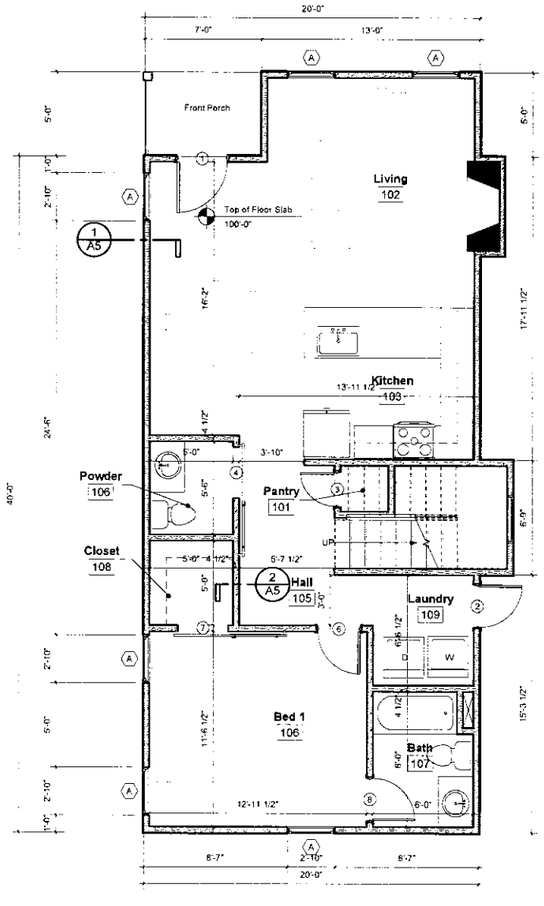
(N.I.C.)	NOT IN CONTRACT. FURNISHED AND INSTALLED BY OTHERS.
(TYP.)	TYPICAL
(RR)	RESTROOM
(DEMO)	DEMOLITION, DEMOLISH OR REMOVE
A.F.F.	ABOVE FINISH FLOOR
F.C. GPDW	FIRE CODE GYPSUM DRYWALL
F.E.	FIRE EXTINGUISHER
D.S.	DOWNSPOUT
F.D.	FLOOR DRAIN (SEE PLUMBING PLANS)
T.B.D.	TO BE DETERMINED
S.B.	SOUND BATT INSULATION



Roof Plan
SCALE: 1/4" = 1'-0"



Floor Plan - Upper Level
UPPER LEVEL 777 SF
SCALE: 1/4" = 1'-0"



Floor Plan - Main Level
MAIN LEVEL 840 SF
TOTAL 1617 SF
SCALE: 1/4" = 1'-0"

HUNTER & MILLARD ARCHITECTS, INC.
1501 S. Main Street
Joplin, MO 64804
417.624.9812
hunter@millard.com
Missouri Certificate of Authority: A-2008008317

Revisions | By

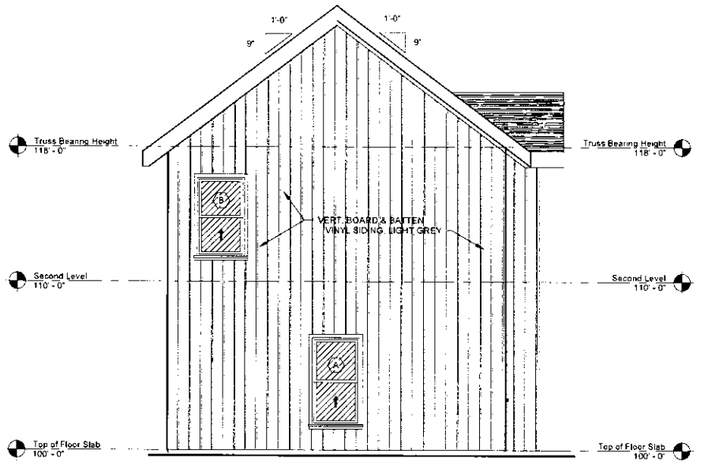
Unit Style 'A'
3 Bedroom
1617 SF

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

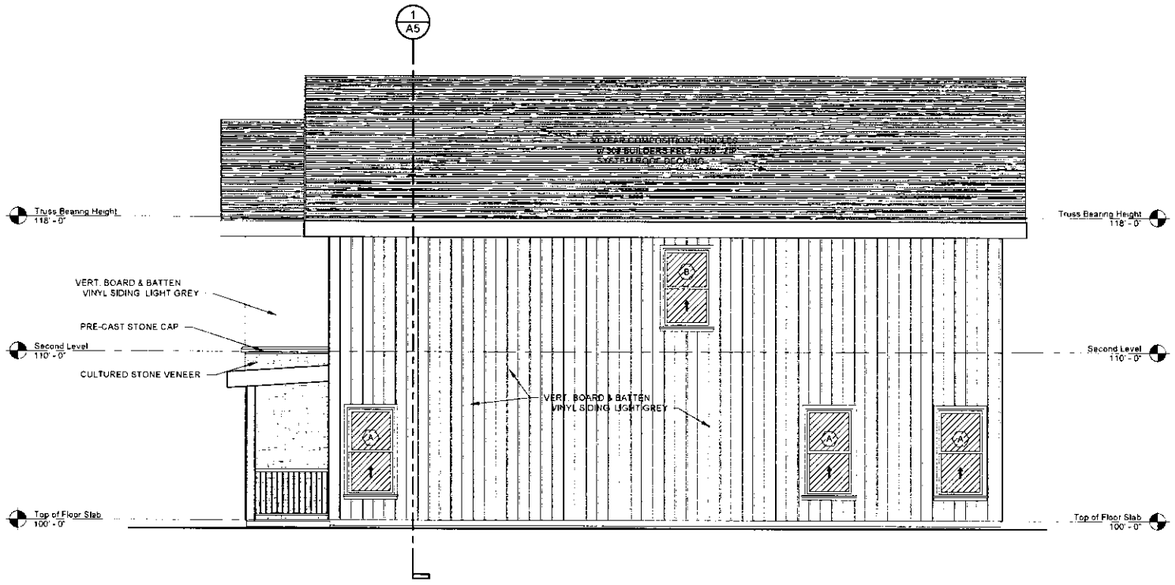
Drawn By	
Checked By	
Date	1-26-21
Scale	As indicated
Job Number	2104
	Floor & Roof Plans

A2



Back Elevation

SCALE: 1/4" = 1'-0"



Right Elevation

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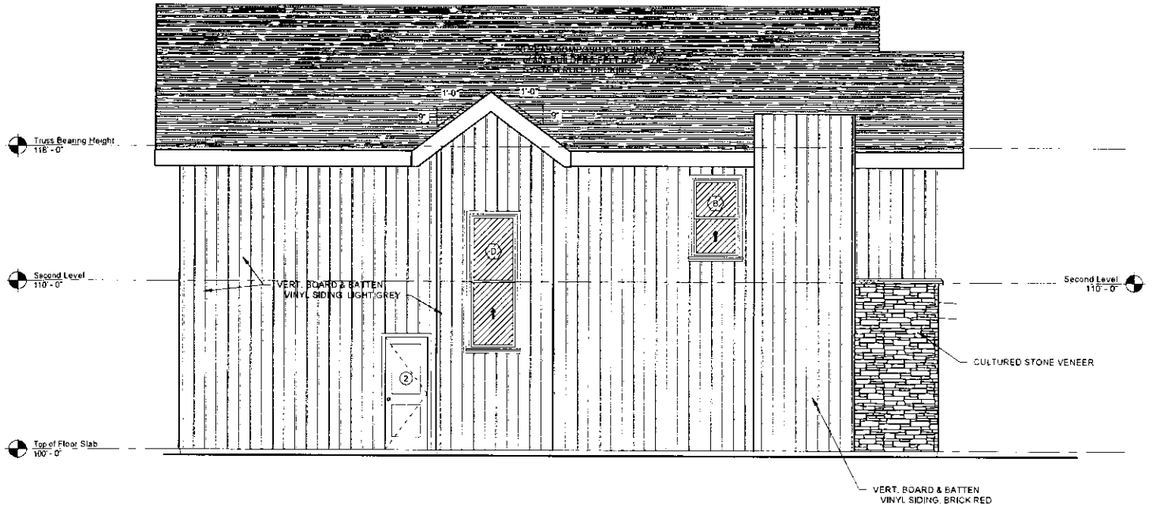
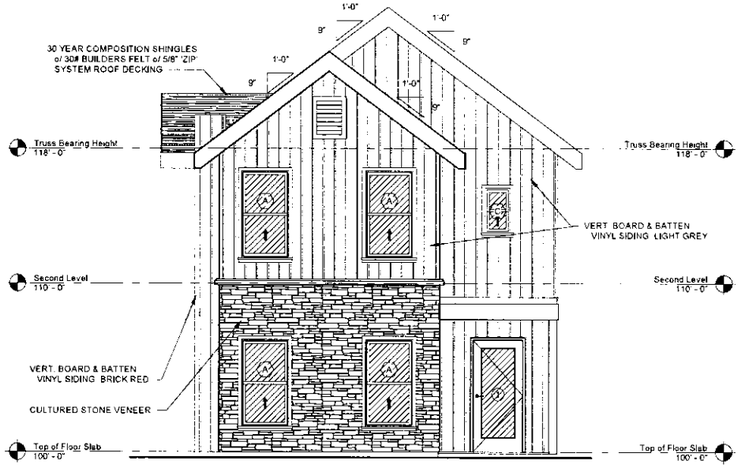


Left Elevation

SCALE: 1/4" = 1'-0"



Front Elevation

SCALE: 1/4" = 1'-0"

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Revisions | By

Unit Style 'A'

3 Bedroom

1617 SF

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By	
Checked By	
Date	1-26-21
Scale	1/4" = 1'-0"
Job Number	2104

Exterior Elevations

A4



Roof Plan Notes

1. TAMKO HERITAGE COMPOSITION SHINGLES OR EQ. COLOR SHALL BE SELECTED BY OWNER
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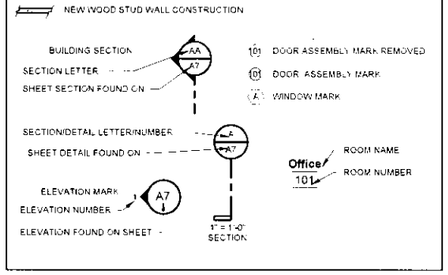
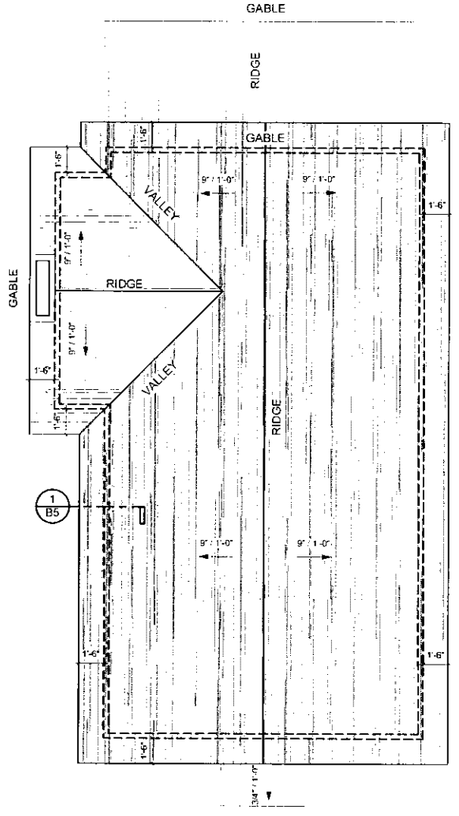
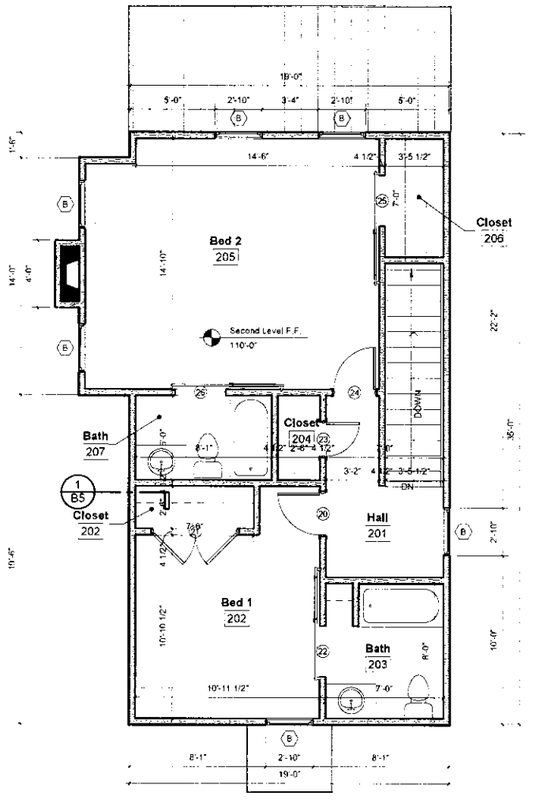
Floor Plan Legend





Roof Plan

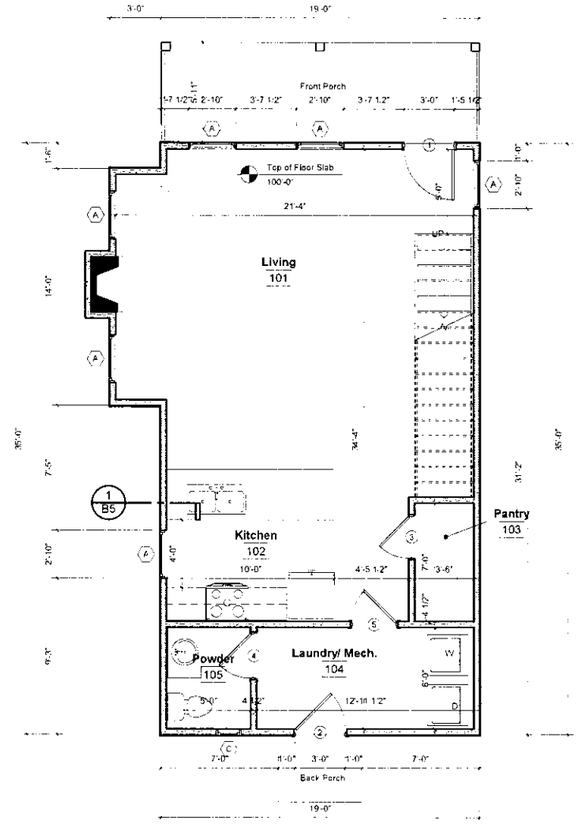
SCALE: 1/4" = 1'-0"



Floor Plan - Upper Level

UPPER LEVEL 584 SF

SCALE: 1/4" = 1'-0"



Floor Plan - Main Level

MAIN LEVEL 675 SF
TOTAL 1269 SF

SCALE: 1/4" = 1'-0"

HUNTER & MILLARD ARCHITECTS, INC.
1501 S. Main Street
Joplin, MO 64804
417 624 8872
hunterandmillard.com
Missouri Certificate of Authority: A-2008008317

Revisions | By

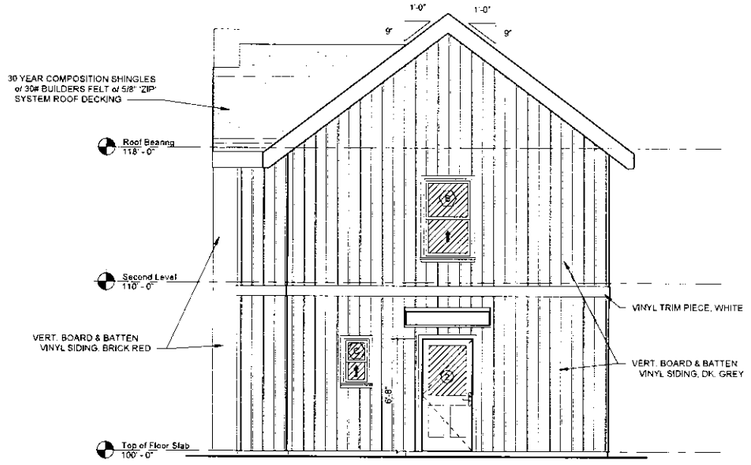
'B' Unit
2 Bedroom
1,269 SF

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

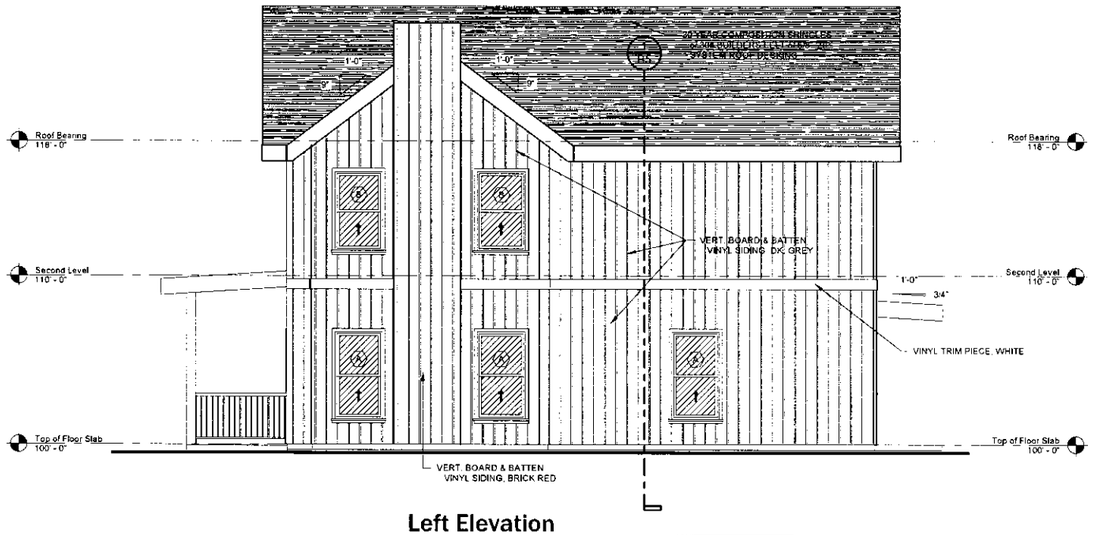
Drawn By
Checked By
Date: 2-18-21
Scale: As indicated
Job Number: 2104
Floor & Roof Plans

B2



Back Elevation

SCALE: 1/4" = 1'-0"



Left Elevation

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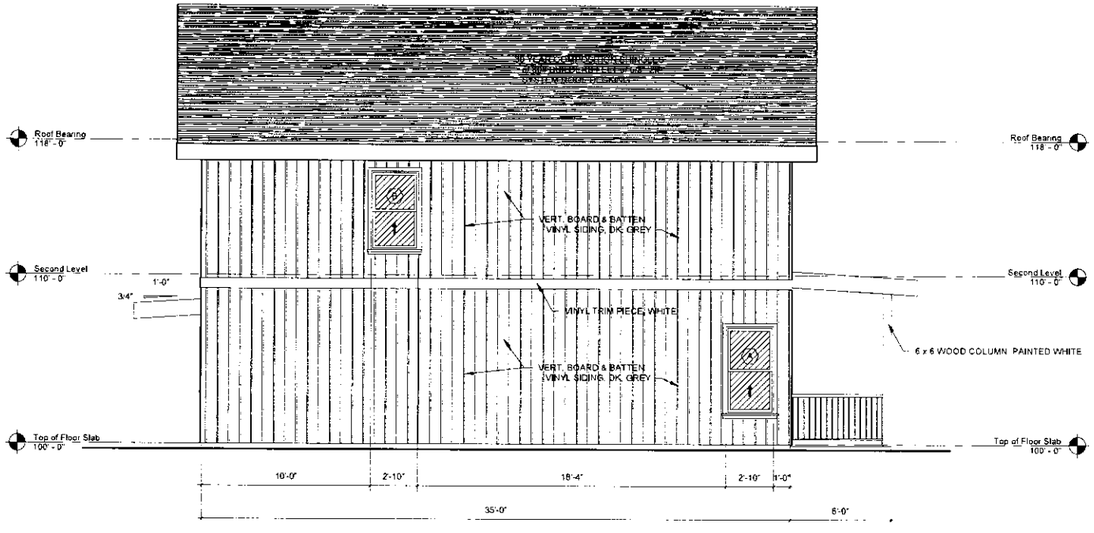

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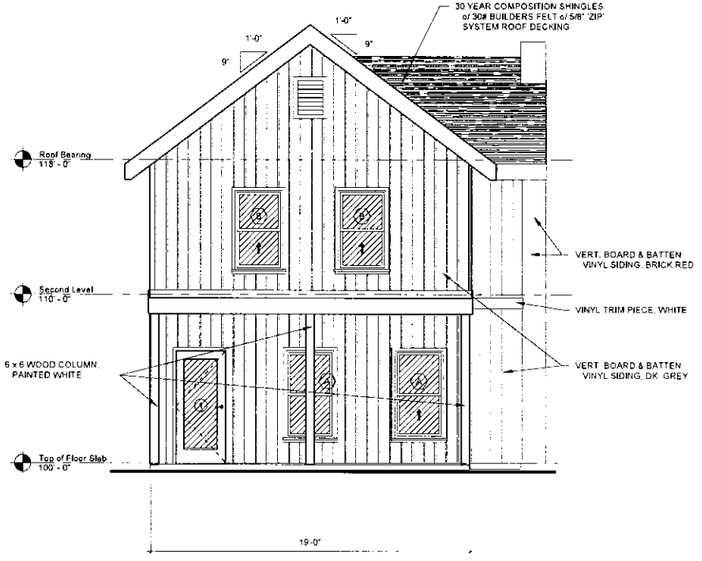

Front Elevation

SCALE: 1/4" = 1'-0"

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417.624.8872
hunterandmillard.com

Missouri Certificate of Authority: A-2006008317

Revisions | By

'B' Unit
2 Bedroom
1,269 SF

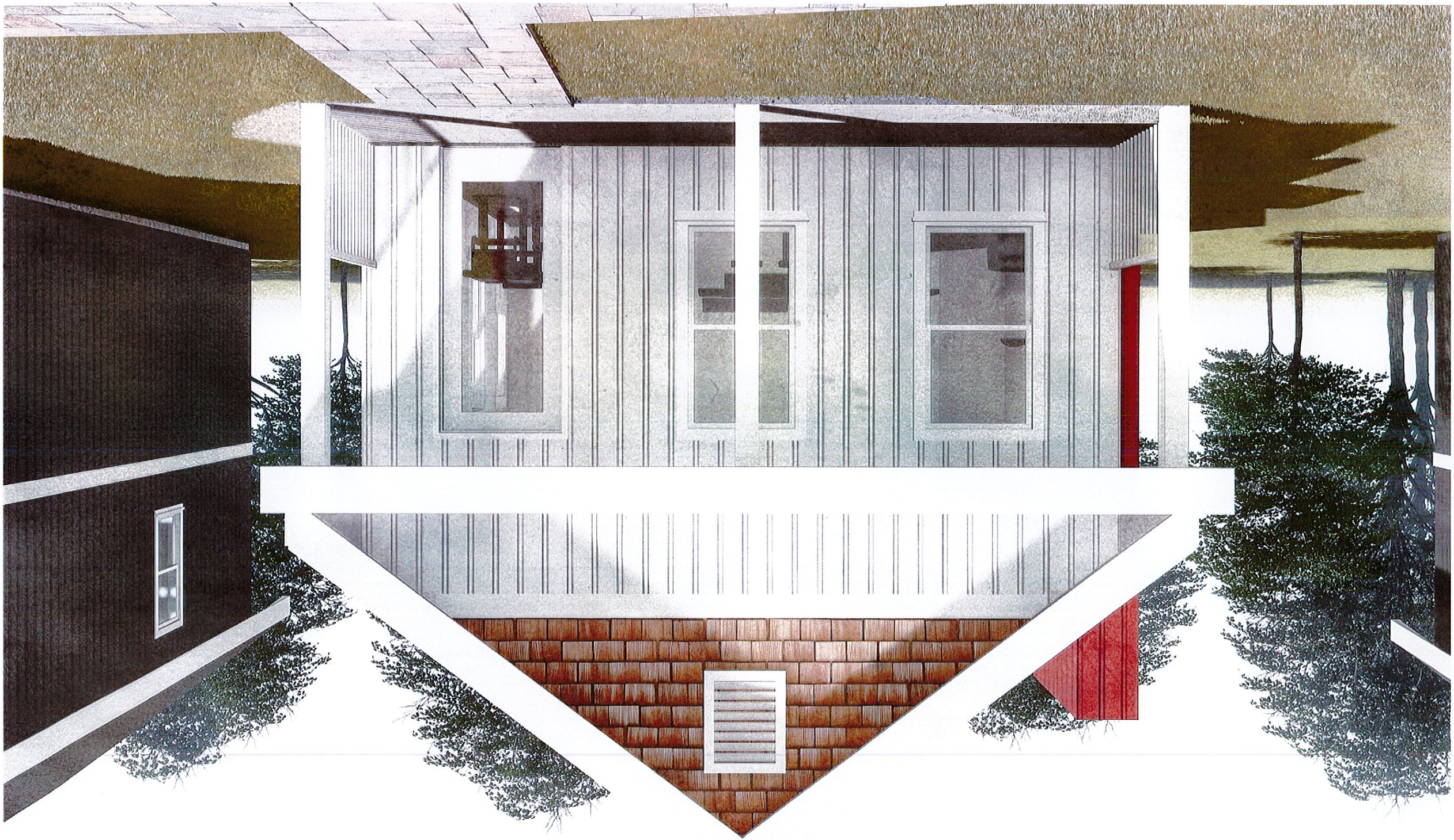
PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By	
Checked By	
Date	2-18-21
Scale	1/4" = 1'-0"
Job Number	2104

Exterior Elevations

B4



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Floor Plan Legend

NEW WOOD STUD WALL CONSTRUCTION

BUILDING SECTION
SECTION LETTER
SHEET SECTION FOUND ON

10' DOOR ASSEMBLY MARK REMOVED
10' DOOR ASSEMBLY MARK
A WINDOW MARK

SECTION/DETAIL LETTER/NUMBER
SHEET DETAIL FOUND ON

Office ROOM NAME
101 ROOM NUMBER

ELEVATION MARK
ELEVATION NUMBER
ELEVATION FOUND ON SHEET

1" = 1'-0" SECTION

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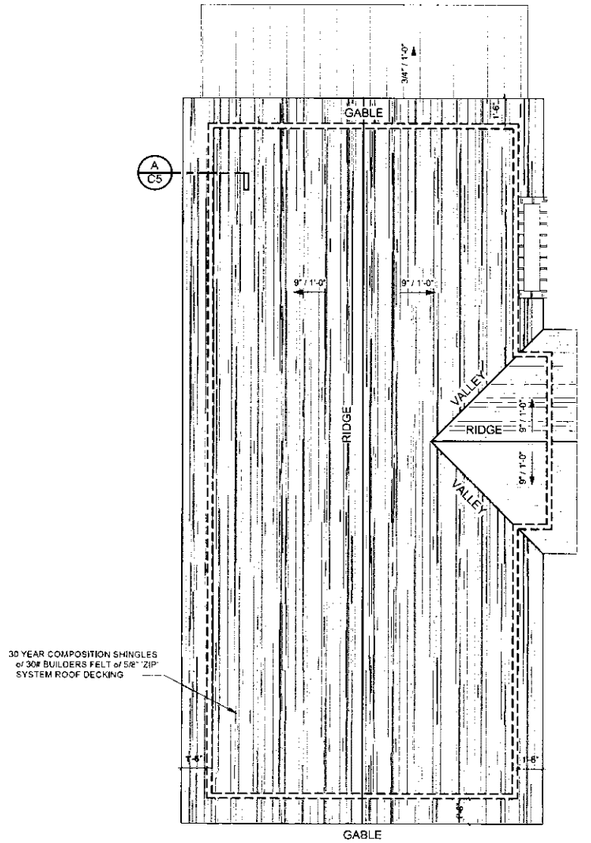
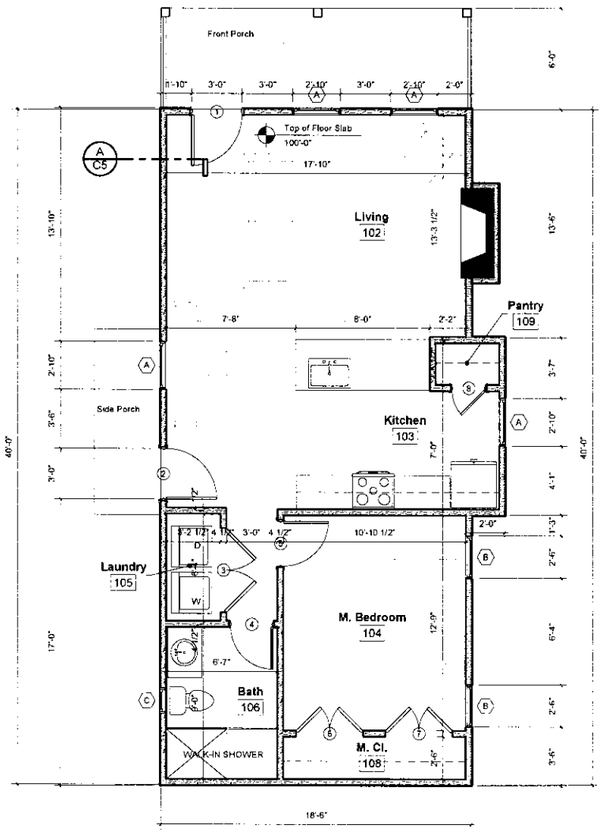


Roof Plan
SCALE: 1/4" = 1'-0"



Floor Plan TOTAL 740 SF
SCALE: 1/4" = 1'-0"

HUNTER & MILLARD ARCHITECTS, INC.
1501 S. Main Street
Joplin, MO 64804
417.624.8872
hunterandmillard.com
Missouri Certificate of Authority: A-2008008317

Revisions	By

Unit Style C
1 Bedroom
740 SF

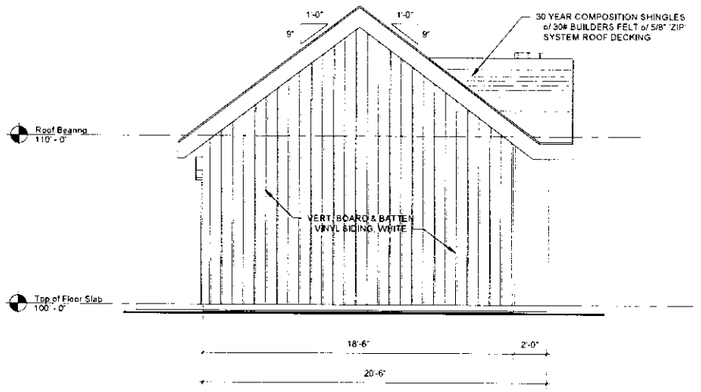
PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By	
Checked By	
Date	2-18-21
Scale	As indicated
Job Number	2104

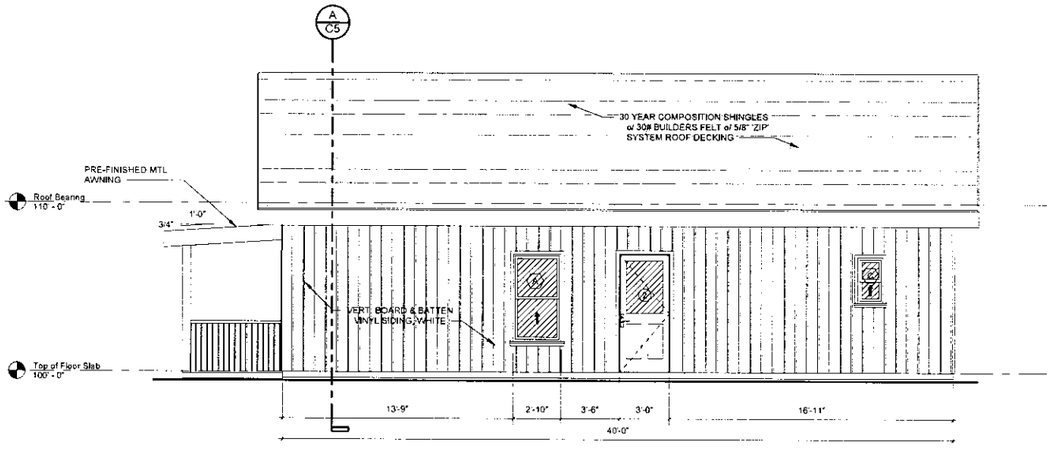
Floor & Roof Plans

C2



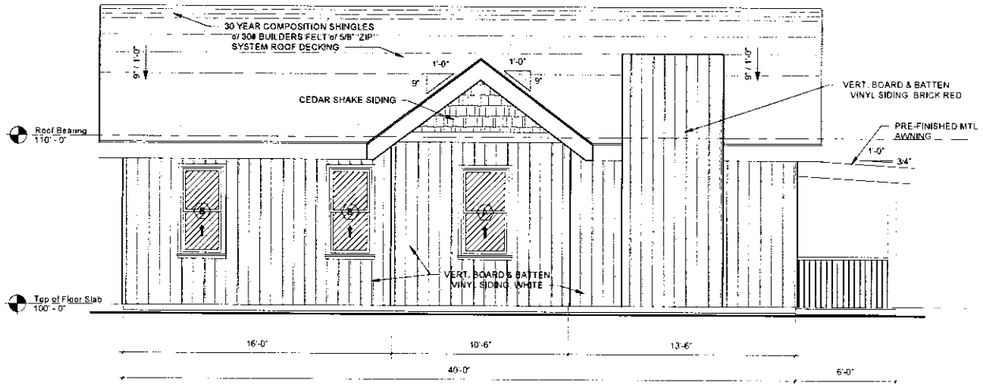
Back Elevation

SCALE: 1/4" = 1'-0"



Right Elevation

SCALE: 1/4" = 1'-0"



Left Elevation

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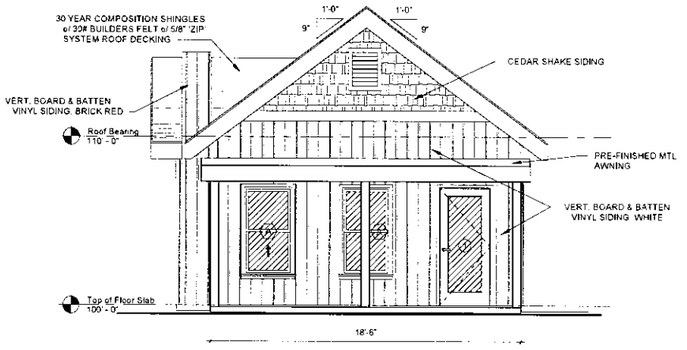

Front Elevation

SCALE: 1/4" = 1'-0"

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Revisions	By

Unit Style C

1 Bedroom

740 SF

PRELIMINARY

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Missouri A-4617

Drawn By	
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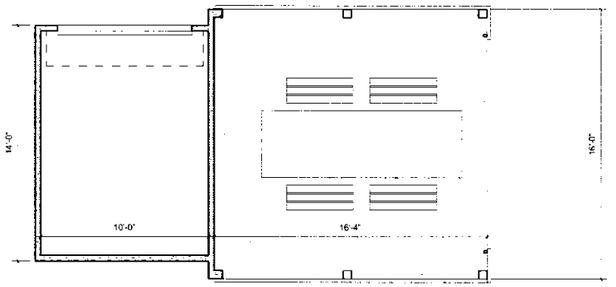
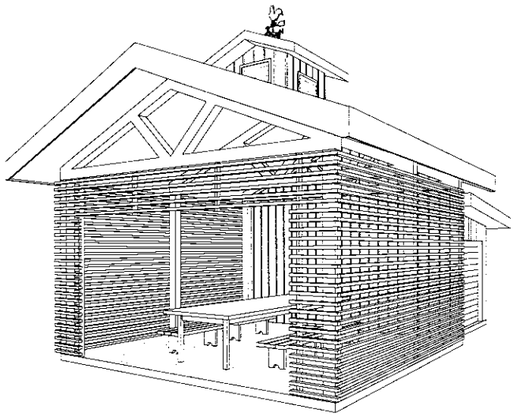
Date	2-18-21
Scale	1/4" = 1'-0"
Job Number	2104

Exterior Elevations

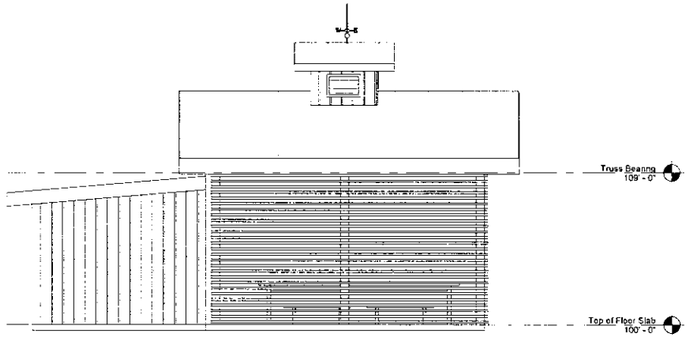
C4



Floor Plan
SCALE: 1/4" = 1'-0"



3D View
SCALE:



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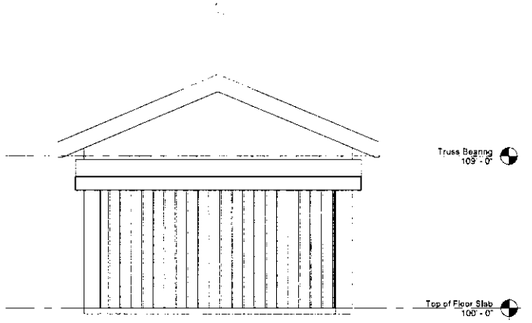

Right Elevation
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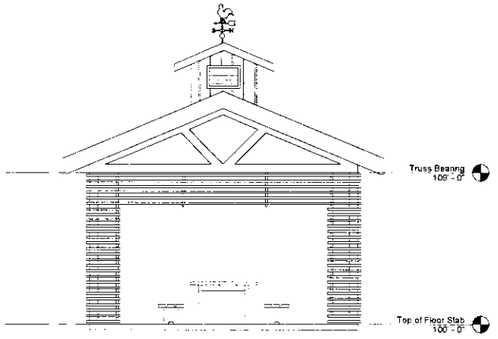
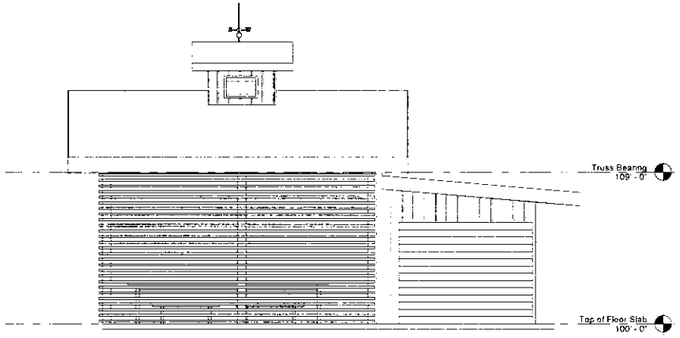


Front
SCALE: 1/4" = 1'-0"



Side Elevation
SCALE: 1/4" = 1'-0"

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Revisions | By

Pavilion/Storage

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By	
Checked By	
Date	2-11-21
Scale	1/4" = 1'-0"
Job Number	2104
	Pavilion

P4

Coy Development

PRELIMINARY

Elliott B. Hunter, Architect
Missouri A-6617

Revisions	By

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1501 S. Main Street
Joplin, MO 64804
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Missouri Certificate of Authority: A-2008008317

Drawn By
Checked By
Date
2-11-21
Scale
As Indicated
Job Number
2104
Parking Structure - Sargent Ave.
1

Floor Plan

SCALE: 1/8" = 1'-0"

West Elevation

SCALE: 1/8" = 1'-0"

South Elevation

SCALE: 1/8" = 1'-0"

North Elevation

SCALE: 1/8" = 1'-0"

East Elevation

SCALE: 1/8" = 1'-0"

Section - Parking Structure

SCALE: 1/4" = 1'-0"

View From Sargent Ave.

SCALE:

Coy Development

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By
Checked By
Date
2-11-21
Scale
As Indicated
Job Number
2104
Parking Structure - Jackson Ave

1

JACKSON AVE.

Floor Plan

SCALE: 1/8" = 1'-0"

West Elevation

SCALE: 1/8" = 1'-0"

South Elevation

SCALE: 1/8" = 1'-0"

North Elevation

SCALE: 1/8" = 1'-0"

East Elevation

SCALE: 1/8" = 1'-0"

View From Jackson Ave.

SCALE:

Section - Parking Canopy

SCALE: 1/4" = 1'-0"

AA
1

Revisions	By

HUNTER & MILLARD ARCHITECTS, INC.

1501 S. Main Street
Joplin, MO 64804
417.624.8872
hunterandmillard.com

Missouri Certificate of Authority: A-2008008317

CB 2021-268

Case 020-21: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located at the end of public right-of-way of W. Par Ln. – 4-State Builders, LLC.

John Bolte, Small Arrow Engineering, representing the owners. Located at 1302 S. Main Street, Joplin, MO. Blake Onstot, one of the owners with 4 State Builders and their address is 1200 Briarbrook Dr., Carl Junction, MO. There is a parcel of land that is adjacent to the city limits. Mr. Onstot and his partner purchased a 6 acres parcel, 2 acres to the north by Golf Links Dr., those will remain in the county with individual homes. With the extension of Par Lane and making a small cul-de-sac for the road. We would like to bring this into the city limits to use city utilities and city storm.

Mr. Ramsour asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there was anyone in the audience who would like to speak in opposition to this case? There was not.

MR. EASTMAN MOVED, SECONDED BY MS. BRUCKNER-SEARS THAT CASE 020-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. BRUCKNER-SEARS, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (7 IN FAVOR)

Z&P Meeting: April 12, 2021
City Council Meeting: May 3, 2021

STAFF PLANNING REPORT
Voluntary Annexation

CASE 020-21 A request to voluntarily annex property into the City of Joplin

LOCATION The end of public right-of-way of W. Par Ln.

APPLICANT 4-State Builders, LLC

EXISTING CONDITIONS

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

DISCUSSION

4-State Builders, LLC is requesting to voluntarily annex into the City of Joplin, approximately 4 acres of property located at the end of W. Par Ln. This is in coordination with a Preliminary Plat request in the following case for Par Lane Subdivision.

The intent is to extend Par Ln. to the South and end with a cul-de-sac at the south, with the lots backing up to the railroad right-of-way. This will include 14 lots of single-family homes, so no rezoning will be necessary with this request. Easements are provided for in the plat to address utility extensions and stormwater facilities.

Staff recommends approval of Case 020-21.

ENCLOSURES

- Map of area to be annexed
- Application

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.

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 4th day of March, 2021, before me appeared James Onstot and Jordan Chapman, a single person, to me known to be the person described in and who acknowledged that he/she executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

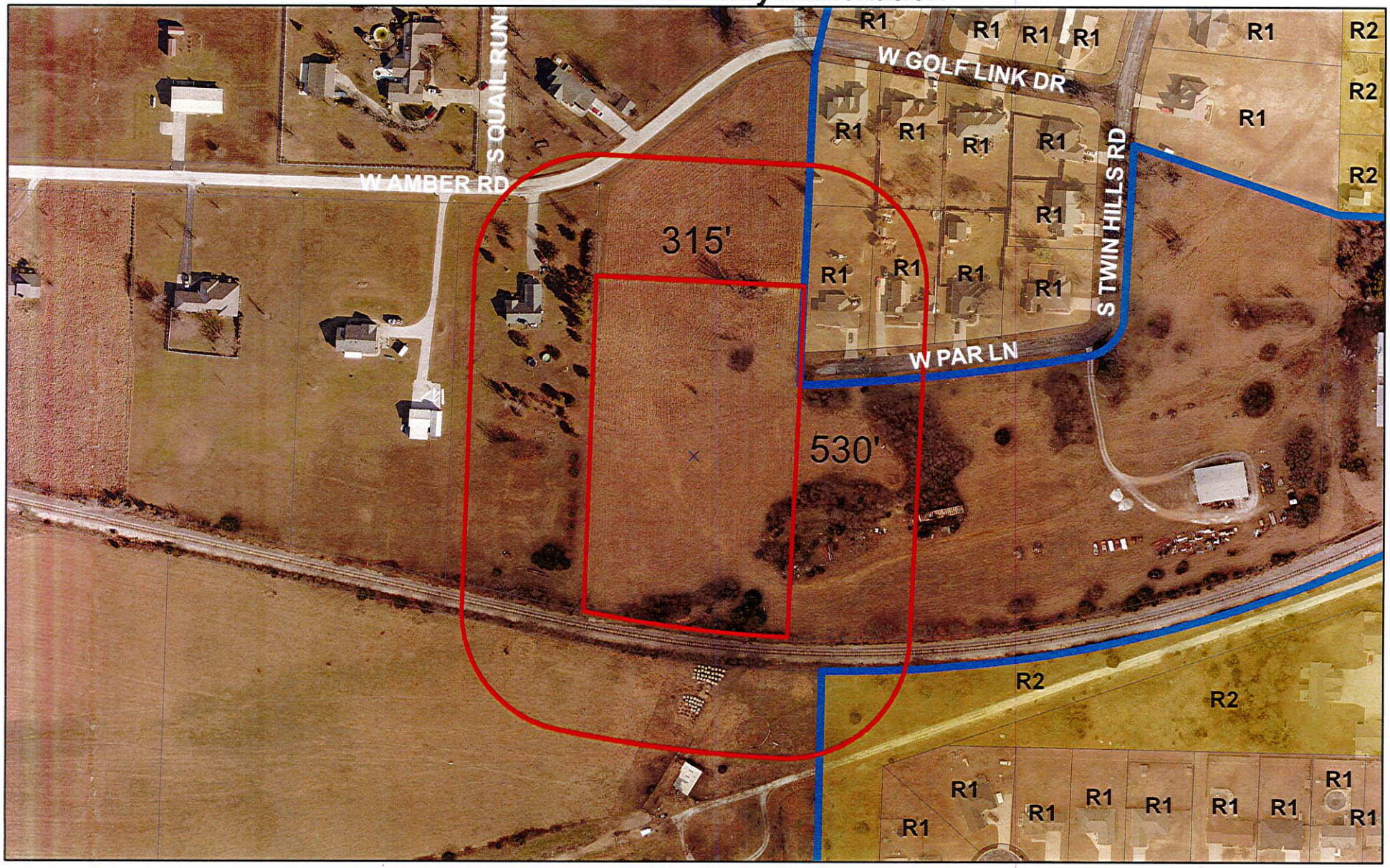
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My term expires: October 12th, 2021.

SAM R GRIFFITH
Notary Public – Notary Seal
Jasper County – State of Missouri
Commission Number 17767978
My Commission Expires Oct 12, 2021

Notary Public

Case 020-21: Voluntary Annexation



Case 020-21: Voluntary Annexation – A request to voluntarily annex property into the City of Joplin, located at the end of public right-of-way of W. Par Ln. – 4-State Builders, LLC.

Joplin City Limits

0 105 210 420 630 840 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-268- Annexation

MEETING DATE:
May 3, 2021

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, City Manager - Nicholas Edwards.

SUMMARY REQUEST:
Case 020-21: The end of public right-of-way of W. Par Ln. – A request to voluntarily annex property into the City of Joplin. – 4-State Builders, LLC.

BACKGROUND:
4-State Builders, LLC is requesting to voluntarily annex into the City of Joplin, approximately 4 acres of property located at the end of W. Par Ln. The intent is to extend Par Ln. to the South and end with a cul-de-sac at the south, with the lots backing up to the railroad right-of-way. This will include 14 lots of single-family homes, so no rezoning will be necessary with this request.

PLANNING & ZONING COMMISSION TESTIMONY:
John Bolte, Small Arrow Engineering, representing the owners. Located at 1302 S. Main Street, Joplin, MO. Blake Onstot, one of the owners with 4 State Builders and their address is 1200 Briarbrook Dr., Carl Junction, MO. There is a parcel of land that is adjacent to the city limits. Mr. Onstot and his partner purchased a 6 acres parcel, 2 acres to the north by Golf Links Dr., those will remain in the county with individual homes. With the extension of Par Lane and making a small cul-de-sac for the road. We would like to bring this into the city limits to use city utilities and city storm.

PUBLIC COMMENT;
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval of Case 020-21.
Planning & Zoning Commission recommends approval of Case 020-21 (7 Favor, 0 Nays)

ATTACHMENTS
CB 2021-268, Staff Planning Report, P&Z Commission Minutes

P & Z Case 020-21
4 State Builders, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-268 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, at the end of public right-of-way of W. Par Ln., Joplin, MO., Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo., 2001 as amended, a verified 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 said Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

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

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

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

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

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

A PART OF LAND BEING IN THE NORTH ONE-HALF (N1/2) OF SECTION 18, TOWNSHIP 27, RANGE 33, JASPER COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT NUMBER THIRTEEN (13), IN CREST VIEW 2ND SUBDIVISION, THENCE NORTH 00 DEGREES 46 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF SAID LOT NUMBER THIRTEEN (13), 506.07 FEET, THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 324.05 FEET, THENCE SOUTH 00 DEGREES 05 MINUTES 01 SECONDS EAST, 544.71 TO THE NORTH RIGHT-OF-WAY OF BURLINGTON NORTHERN RAILROAD, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1884.86 FEET, WITH AN ARC LENGTH OF 334.34 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83 DEGREES 25 MINUTES 09 SECONDS WEST, 333.91 FEET

TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD, CONTAINING 3.99 ACRES MORE OR LESS.

Section 2. That the City Clerk is hereby authorized and directed to cause three (3) certified copies of this Ordinance to filed with the Clerk of Jasper County, Missouri.

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the 7th day of June 2021.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
APRIL 19, 2021
DRAFT MEETING MINUTES

CALL TO ORDER

The April 19, 2021 regular meeting of the Joplin City Council was called to order at 6:00 p.m.by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. Copple.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and Assistant City Attorney Jordan Paul.

PRESENTATIONS

Abigail Surbrugg presented the Joplin High School STUCCO update. She stated she is a senior and will graduate in May but will be at the May 17 city council meeting to present her last update.

FINALIZATION OF CONSENT AGENDA

There being no further business to come before the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATIONS

Annual Audit Report: Michael Keenan, CPA for Cochran, Head, Vick & Co presented the financial and compliance audit for FY 2020. Mr. Keenan reported the following: no illegal acts, no new significant accounting policies were adopted during 2020, no difficulties or disagreements with management and full access to books and records was granted to auditors. The financial statements are fairly presented in all material respects; no deficiencies in internal control were identified, and the City of Joplin complied in all material respects with the finance-related laws and regulations that govern their operations.

Health Department Update: Health Director Ryan Talken presented the latest health statistics regarding COVID-19 and vaccines. There has been a decrease in Covid cases and hospitalizations. There is still a good supply of vaccines, but the demand has decreased. The vaccination rate for Joplin is around 38%.

Discussion of the Response and Recovery Plan

Mayor Stanley opened the discussion of possibly moving the community to Phase 3 of the Recovery Plan. Phase 3 states: When the community has sustained a low level of COVID-19, allowing it to progress through the steps of Recovery, there are three triggers that could prompt movement into Phase 3: availability of a vaccine; widespread availability of effective treatment and minimal active cases. After discussion, Mr. Lawson made a motion to move to Phase 3 of the Recovery Plan. Mr. Shaw seconded the motion. Voting in favor were Council Members: Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: Copple, Monteleone, 2. After further discussion, it was decided to ask health and medical representatives to attend the May 3 City Council meeting to discuss changing the restrictions to the Recovery Plan.

News from Public Information Officer Lynn Onstot
Citizens should be alert that there will be work along city streets as pothole repairs begin. Potholes generally develop along roadways due to moisture and frequent temperature variations, making this time of year a prime time for these depressions to occur. The City Street Crews will be out working on these streets and we encourage everyone to please use caution if approaching a crew working on our streets.

The City's annual milling and overlay program has begun. The contractor will place a door hanger on the front door of residents on streets that will be affected. This notification should occur approximately 48 hours prior to the crews working on your street. We ask for cars to be moved off the street to allow the crews a wide and safe path for this work. Questions about these street projects should be directed to the Public Works Center at 417-624-0820, ext. 1566 or 1564.

Be a tourist in your own hometown! There are many events and activities that take place in Joplin and the surrounding area making it easy for families to travel and attend. To check out fun stuff, go to VisitJoplinMo.com and scroll through their Calendar of Events and let the planning begin.

Reminder to everyone about the regulations of burning within city limits: In accordance with Ordinance 58-1, only residential vegetative material, such as tree branches and leaves may be burned. Citizens will need to obtain a Burn Permit which can be purchased from the City Finance Department here at City Hall or at your nearest Joplin Fire Station. The burn permit costs $10 and is eligible for 3 consecutive days. City Finance Department will accept cash, check or money order. Permits from Joplin Fire Stations must be purchased with check or money order. No cash is accepted at the stations. In order for the eligible burn permit to be valid*, citizens must call 417-623-0403 to determine if the Fire Department is allowing burning on each day.

Information about these announcements and other City related questions, visit joplinmo.org

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA
Motion by Mr. Cortez, second by Mr. Lawson to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9.

Minutes of the April 5, 2021 City Council meeting.

COUNCIL BILL NO. 2021-261 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 (Heavy Industrial) and include in District R-2 (Two-family Residential) property as described below and located at 801, 805, 809, 813, 817, and 821 S Minnesota Ave., City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-051**

COUNCIL BILL NO. 2021-262 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and include in District R-2 (Two-family Residential) property as described below and located at 1717, 1721, and 1725 S. Connecticut Ave, City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-052**

COUNCIL BILL NO. 2021-263 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and include in District R-2 (Two-family Residential) property as described below and located approximately 800' North and 300' West of the intersection of N. St. Louis Ave. and E. Fountain Rd. City of Joplin, Jasper County, Missouri. **Ordinance No. 2021-053**

COUNCIL BILL NO. 2021-264 - an ordinance to vacate approximately 400' of street right-of-way extending North from E. 32nd St. located approximately 240' East and 350' North of the intersection of E. 32nd St. and S. Prosperity Ave. **Ordinance No. 2021-054**

COUNCIL BILL NO. 2021-265 - an ordinance establishing grades and accepting the Final Plat of Charlie Jane Addition located at the Northwest Corner of S. Schifferdecker Ave. and W. 32nd Street. in the City of Joplin, Jasper County, Missouri.
Ordinance No. 2021-055

RESOLUTIONS

RESOLUTION NO.2021-008

Mr. Shaw introduced Resolution No. 2021-008 – a resolution authorizing the offering for sale of Sewerage System Refunding Revenue Bonds for the benefit of the City of Joplin, Missouri. Motion by Mr. Shaw, second by Mr. Copple to approve Resolution No. 2021-008. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. **Resolution No. 2021-008** was approved.

RESOLUTION NO. 2021-009

Mr. Copple introduced Resolution No. 2021-009 - a resolution authorizing the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2021; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin. Motion by Mr. Copple, second by Mr. Cortez to approve Resolution No. 2021-009. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. **Resolution No. 2021-009** was approved.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-110

Mr. Cortez introduced Council Bill No. 2021-110- an ordinance approving an agreement with Allied Services, LLC hereinafter referred to as "Republic Services" to provide curbside trash and recycling pick-up for single-family and duplex residential living units and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin with an emergency clause. Motion by Mr. Cortez, second by Mr. Stinnett to **Amend** Council Bill No. 2021-110 to include the new service dates as discussed. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill No. 2021-110 was approved as **Amended Council Bill No. 2021-110.**

AMENDED COUNCIL BILL NO. 2021-110

Mr. Copple introduced Amended Council Bill No. 2021-110. Motion by Mr. Copple, second by Mr. Stinnett that Amended Council Bill No. 2021-110 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams,

Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Amended Council Bill No. 2021-110 was declared adopted and entitled **Ordinance No. 2021--056**

COUNCIL BILL NO. 2021-122

Mr. Shaw introduced Council Bill No. 2021-122 - an ordinance authorizing the acceptance of an agreement by and between the City of Joplin and the Department of Transportation, Federal Aviation Administration (FAA) Airport Improvement Program (AIP), for Phase 3 of Reconstruction to Runway 18-36 at the Joplin Regional Airport; and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Stinnett that Council Bill No. 2021-122 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill No. 2021-122 was declared adopted and entitled **Ordinance No. 2021-057**

COUNCIL BILL NO. 2021-123

Mr. Cortez introduced Council Bill No. 2021-123 - an ordinance authorizing a supplemental agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Construction Observation Services to Reconstruct Runway 18-36 at the Joplin Regional Airport; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2021-123 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill No. 2021-122 was declared adopted and entitled **Ordinance No. 2021-058**

COUNCIL BILL NO. 2021-126

Mr. Stinnett introduced Council Bill No. 2021-126 - an ordinance declaring the necessity of acquiring for public use certain fee simple right of way and temporary construction easements for the purpose of street construction improvements associated with the proposed 32nd Street widening project between Schifferdecker Avenue and Central City Road; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Reid Adams that Council Bill No. 2021-126 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: Monteleone, 1. Council Bill No. 2021-126 was declared adopted and entitled **Ordinance No. 2021-059**

COUNCIL BILL NO. 2021-127

Mr. Cortez introduced Council Bill No. 2021-127 - an ordinance declaring the necessity of acquiring for public use certain fee simple right of way, permanent easements, and temporary construction easements for the purpose of street construction improvements associated with the proposed 32nd Street widening project between Schifferdecker Avenue and Central City Road; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Reid Adams that Council Bill No. 2021-127 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: Monteleone, 1. Council Bill No. 2021-127 was declared adopted and entitled **Ordinance No. 2021-060**

COUNCIL BILL NO. 2021-128

Mr. Cortez introduced Council Bill No. 2021-128 - an ordinance declaring the necessity of acquiring for public use certain permanent easements for the purpose of street construction improvements associated with the proposed 32nd Street widening project between Schifferdecker Avenue and Central City Road; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2021-128 be approved on an emergency basis.

Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: Monteleone, 1. Council Bill No. 2021-128 was declared adopted and entitled **Ordinance No. 2021-061**

COUNCIL BILL NO. 2021-129

Mr. Lawson introduced Council Bill No. 2021-129 - an ordinance declaring the necessity of acquiring for public use certain fee simple right of way, permanent easements, and temporary construction easements for the purpose of street construction improvements associated with the proposed 32nd Street widening project between Schifferdecker Avenue and Central City Road; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Cortez that Council Bill No. 2021-129 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: Monteleone, 1. Council Bill No. 2021-129 was declared adopted and entitled **Ordinance No. 2021-062**

COUNCIL BILL NO. 2021-131

Mr Copple introduced Council Bill No. 2021-131 - an ordinance declaring the necessity of acquiring for public use certain fee simple right of way and temporary construction easements for the purpose of street construction improvements associated with the proposed 32nd Street widening project between Schifferdecker Avenue and Central City Road; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Lawson that Council Bill No. 2021-131 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays: Monteleone, 1. Council Bill No. 2021-131 was declared adopted and entitled **Ordinance No. 2021-063**

COUNCIL BILL NO. 2021-510

Mr Monteleone introduced Council Bill No. 2021-510 - an ordinance amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause. Motion by Mr.

Monteleone, second by Mr. Cortez that Council Bill No. 2021-510 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill No. 2021-510 was declared adopted and entitled **Ordinance No. 2021-064**

COUNCIL BILL NO. 2021-511

Mr. Copple introduced Council Bill No. 2021-511 - an ordinance amending the Part-Time/Seasonal Salary Administration Plan and authorizing a Nine Percent (9.0%) wage adjustment to certain grades for specific positions within the pay plan; and, containing an emergency clause. Motion by Mr. Copple, second by Mr. Stinnett that Council Bill No. 2021-511 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. Council Bill No. 2021-511 was declared adopted and entitled **Ordinance No. 2021-065**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-124

Mr. Shaw introduced Council Bill No. 2021-124 - an ordinance authorizing an agreement by and between the City of Joplin and SkyWest Airlines, Inc., to establish operational guidelines and fees in the Commercial Terminal at the Joplin Regional Airport; authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Motion by Mr. Shaw, second by Mr. Lawson that Council Bill No. 2021-124 be passed on First Reading and advanced to Second and Third Reading.

Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-124**

COUNCIL BILL NO. 2021-125

Mr. Lawson introduced Council Bill No. 2021-125 - an ordinance approving Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Five Hundred Ninety-Nine Thousand Five Hundred and 00/100 dollars ($599,500.00) for professional engineering consulting services for Phases 2 and 3 of the Zora Widening project from Rangeline to MO-249, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Mr. Stinnett that Council Bill No. 2021-125 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-125**

COUNCIL BILL NO. 2021-512

Dr. Reid Adams introduced Council Bill No. 2021-512 - an ordinance repealing Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Dr. Reid Adams, second by Mr. Copple that Council Bill No. 2021-512 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, . Nays: 0. 1. The bill was read as **Council Bill No. 2021-512**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

OTHER BUSINESS

NEW BUSINESS

Approve Boards & Commissions Reappointments: Motion by Mr. Shaw, second by Mr Lawson to approve the following reappointments. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

Airport-Bob Loudermilk
Board of Health- Aaron Rice
Board of Health- Benjamin Leavens
Building Board of Appeals-Kyle Denham
Capital Improvement-Lori Haun
City Tree Board-Bob Willcoxon
City Tree Board-Lauren Copple 3/2/21
Parks & Rec: Chalise Cooper 5/1/21
Parks & Rec: Dustin Parker 5/1/21
Planning & Zoning: Rodney McCullough
Solid Waste Commission: Andrew Whitehead

Approve Boards & Commissions New Appointments: Motion by Mr. Lawson, second by Mr. Shaw to approve the following new appointments. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0

ADA Accessibility Committee: Judith Edwards
Board of Adjustment: Alternate: Chase Kraft
Building Board of Appeals: Steve Urie-Ross
Building Board of Appeals: Lance Windsor
CVB (restaurant): Kevin Mandarini
Historic Preservation: Adam Berkowicz
Housing Authority: Holly Stone
Joplin Historical & Mineral Museum (at large) Paula Callihan
Joplin Historical & Mineral Museum (at large) Chad Stebbins
Personnel Board: Pamela Lanier
Planning & Zoning: Amia Warren
Police & Fire: Chuck Brown
Solid Waste: Ashley Cantrell
Solid Waste: Zoe Gawlick
Traffic Commission: Richard Schurman

Creation of EDI board

Mayor Stanley asked the city council members for permission to charge staff with coming back at a future meeting to discuss forming a new board on equity, diversity, and inclusion to better address our EDI solutions for the City. The council consented to the request.

Mr. Copple asked to have a discussion on expanding the tree limb drop-off program added to the Action Plan review next month.

There being no further business, the meeting adjourned at 7:52 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-124 – authorizing the City of Joplin to enter into an Airport Agreement with SkyWest Airlines, Inc. to establish operational guidelines and fees in the Commercial Terminal at the Joplin Regional Airport; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

MEETING DATE
April 19, 2021

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2021-124 Ordinance; Airline Operational Agreement

REVIEWED BY
Dept. Head: David Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves an Airport Agreement for the operation of commercial Airline service by and between the City of Joplin and SkyWest Airlines, Inc.

BACKGROUND
SkyWest Airlines is to occupy space and operate commercial air service in the Commercial Terminal Building at the Joplin Regional Airport. This agreement outlines certain premises and facilities, rights, licenses, services and privileges in connection with and on the Airport, subject to the terms and conditions set forth within the agreement for ticket counter area, office area, and baggage handling area along with the compensation for the ARFF/Security and landing fees.

The lease term is to begin June 1, 2021 for a term of 3 years.

FUNDING SOURCE
N/A

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

AIRPORT AGREEMENT

THIS INDENTURE OF LEASE (the "Agreement"), made and entered into this 1st day of June, 2021 (the "Effective Date") by and between the CITY OF JOPLIN, MISSOURI, a Municipal Corporation (hereinafter called "LESSOR"), and SKYWEST AIRLINES, INC., (hereinafter called "LESSEE"),

WITNESSETH:

WHEREAS, LESSOR does own and is now operating certain real property located in the County of Jasper, State of Missouri, known as the Joplin Regional Airport (hereinafter called "AIRPORT") and LESSEE is engaged in the business of transporting persons, property, cargo and mail by air; and LESSOR desires to lease and grant, and LESSEE desires to accept certain premises and facilities on the AIRPORT, together with certain rights, licenses and privileges thereon:

NOW, THEREFORE, in consideration of the rents agreed to be paid by LESSEE, as hereinafter specified, LESSOR does hereby demise and let unto LESSEE, and LESSEE does hereby accept from LESSOR certain parts of the AIRPORT as designated on Exhibit "B," which is attached hereto (hereinafter the "Premises") together with all rights, licenses, services and privileges in connection with and on the Premises, subject to the terms and conditions hereinafter set forth, to wit:

1. PREMISES:

a. Use of AIRPORT. LESSEE shall have the right to use the AIRPORT and its appurtenances including, but not limited to, the landing field, runways, aprons, taxiways, sewage and water facilities, floodlights, landing lights, control tower, signals, radio aids, and all conveniences for flying, landing and takeoffs of aircraft of LESSEE, which shall include: LESSEE's right to operate a transportation system by aircraft for the carriage of persons, property, cargo, and mail, including without limitation, the landing, take off, parking, servicing, repairing, storing, testing, loading and unloading of LESSEE's aircraft; the right to load and unload persons, property, cargo and mail at the AIRPORT by such motor cars, buses, trucks or other means of conveyance as LESSEE may require in the conduct of its business; and the right to install, maintain, use and operate such fuel, radio communications, meteorological and aerial navigation equipment and facilities, in, on, or about the Premises herein leased as may be deemed necessary by LESSEE for its operations, as well as the right to install advertising signs, and the conduct of any other operation or activity reasonably necessary to the conduct by LESSEE of air transportation or training.

b. Exclusive Space in Terminal Building. LESSEE shall have the right to the exclusive use of the space consisting of 985 square feet, more or less, in the Terminal Building, as designated on Exhibit "B." LESSEE shall have the option of taking exclusive use of additional space in any new administration building or passenger terminal building which LESSOR may construct during the term hereof, said space to be mutually agreed upon between LESSOR and LESSEE for such uses as LESSEE finds necessary to its operation of an air transportation system. LESSEE's rights hereunder shall include, without limitation, the right to use the Premises demised hereunder for the sale of tickets, manifesting of passengers and cargo, handling of mail, baggage and cargo, and the operation of a traffic, operation and communications office.

c. Nonexclusive Space in Terminal Building. LESSEE shall have the right to the nonexclusive use, in common with others similarly authorized, of the space consisting of 860 square feet, more or less, in the Terminal Building, as designated on Exhibit "B." LESSEE, its employees, passengers, guests, patrons and invitees shall also have the use, in common with others similarly authorized, of any public space now available in the Terminal Building, or which may hereafter be made available, including, but not limited to, waiting rooms, restrooms and auto parking space adjacent to the Terminal Building.

d. Miscellaneous Rights of LESSEE included but not by Way of Limitation. LESSEE shall have (1) the right of complete ingress and egress to and from the Premises for LESSEE, its employees, passengers, guests, patrons, invitees, suppliers of materials and furnishers of service; (2) the right to purchase or otherwise obtain property, facilities or services deemed by LESSEE to be required by, or incident to its operations from any persons or organizations it may choose; (3) except as herein otherwise specifically provided, the right to use the AIRPORT and appurtenances free of any charges or fees by LESSOR of any nature, direct or indirect, or any discriminatory restrictions by LESSOR against LESSEE or its suppliers or contractors of property, facilities or services, for the privilege of using the AIRPORT and Premises and appurtenances including, without limitation, the privilege of purchasing, selling, using, storing, withdrawing, handling, consuming, loading, unloading, or delivering any such property or of transporting the same to, from, or on the Airport; and (4) the right to recover from LESSOR any taxes, or special assessments upon the leased Premises of an unusual or discriminatory nature, which LESSEE may be required to pay LESSOR during the term of this Agreement and which are not anticipated at the time of the execution of this Agreement. LESSEE shall also have the right to install, at LESSEE's expense, identifying signs on LESSEE's exclusive space in the Terminal Building, the number, type, size, design, and location of all such signs is to be subject to the prior written approval of the AIRPORT Manager, such approval not to be arbitrarily withheld, conditioned or delayed.

2. TERM. This Agreement shall run and be in full force and effect for a period of three (3) years commencing June 1, 2021 and ending May 31, 2024.

3. RENTALS AND FEES: LESSEE agrees to pay to LESSOR for the use of the Premises, facilities, rights, licenses, services and privileges granted hereunder, rentals, fees and charges (there being no other rentals, fees or charges, and no tolls payable by LESSEE unless otherwise specifically provided herein) according to terms specified in Exhibit A, attached hereto, of this Agreement and made a part hereof.

4. ADDITIONAL REPORTS: In the event that LESSOR or any of its agencies or instrumentalities shall, during the term of this Agreement or any extension or renewal thereof, own or operate one or more airports in the vicinity of the City of Joplin, Missouri, in addition to or in lieu of the AIRPORT, LESSEE shall have the option, by giving written notice to the LESSOR, to lease from LESSOR with respect to said additional airport or airports (subject to the same terms and conditions as are provided in this Agreement) exclusive space up to an amount equal to that provided in this Agreement with respect to the AIRPORT, and other premises, facilities, rights, licenses, services and privileges comparable with those provided herein, the rentals, fees and charges for such space, premises, facilities, rights, licenses, services and privileges not to exceed those provided herein. In the event LESSOR mandates LESSEE's relocation, LESSOR shall reimburse LESSEE for all its reasonable and customary relocation expenses. Both parties agrees that such reimbursement will take

the form of rent credits associates with this Agreement.

5. MAINTENANCE OF AIRPORT BY LESSOR: LESSOR shall operate, maintain and keep in good repair the AIRPORT, Terminal Building, and all appurtenances, facilities, and services now or hereafter connected with the foregoing, and shall maintain and operate the AIRPORT in all respects in a manner at least equal to the highest standards or ratings for airports of similar size and character issued by the Federal Aviation Administration. Without limiting the generality of the foregoing, the maintenance provided for herein shall include the keeping of runways, aprons, strips, and ramps free of snow and other obstructions insofar as reasonably possible. LESSEE shall maintain its office space in good repair, normal wear and tear, unavoidable incident, and fire excepted. LESSEE shall not be obligated to repair any damages to Premises because of structural defects in the Terminal Building; nor shall LESSEE be required to make any repairs, which repairs were not occasioned by damage caused by LESSEE.

6. BUILDING BY LESSEE: LESSEE, at its own expense, may construct, install, alter, modify, repair, and maintain in or on any space, which is or may be exclusively leased by LESSEE hereunder, any buildings, structures or improvements, including equipment and above ground storage tanks that it shall determine to be necessary for use in connection with its business, subject to the approval of the Director of Public Works of the LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed. No restrictions shall be placed upon LESSEE as to the architects, contractors or materialmen who may be employed by it in connection therewith, who shall have free ingress and egress to and from the said Premises. LESSOR, at its expense, shall bring or cause to be brought all public utility service up to the property line of all Premises leased hereunder on which buildings, structures and improvements have been, or may from time to time be, constructed or installed by LESSEE and LESSEE shall have the right to make connection therewith. When this Agreement is terminated, at LESSOR's sole discretion, any such improvements shall become the property of LESSOR with no compensation of any kind owed to LESSEE, or any such improvements shall be removed by LESSEE at LESSEE's sole expense within thirty (30) days of termination.

7. NONLIABILITY: LESSOR shall not be liable to LESSEE for any loss of revenue to LESSEE resulting from LESSOR'S reasonable acts or omissions in the maintenance of the AIRPORT and its facilities or providing same with utility services. If LESSOR neglects its maintenance of the AIRPORT and its facilities or providing same with utility services, LESSEE may terminate this Agreement by providing written notice to LESSOR and rent will be payable only to the date of said termination. If this Agreement is not so terminated, it shall continue and the rent payable hereunder shall be assessed pro rata based upon the proportion of the Premises which remain maintained in good order until the Premises shall be maintained in a reasonable manner LESSOR shall not be required to perform maintenance and make repairs occasioned by the negligence of LESSEE or its employees, agents, passengers, guests, patrons, invitees, or licensees. If LESSEE shall fail to do anything required to be done by it under the terms of this Agreement, LESSOR may at its sole option, after giving sixty (60) calendar days' written notice to LESSEE, do such act or thing on behalf of LESSEE, and upon notification to LESSEE of the cost thereof (including overhead) by LESSOR, LESSEE shall promptly pay LESSOR the amount of that cost.

8. TRASH AND GARBAGE: LESSOR shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the leased Premises. Piling of boxes, cartons, barrels or other similar items in an unsafe or unsightly manner in or on the leased Premises shall not be permitted.

9. LIABILITY: LESSEE agrees to save and keep LESSOR harmless from any and all liability, injury or damage due to the negligence of LESSEE or any of its employees or agents resulting from the use and occupancy of said Premises by said LESSEE; provided, however, that LESSEE shall not be liable for any injuries to or death of persons, or damage to property or loss occasioned by the negligence or willful misconduct of LESSOR, its officials, officers, employees or agents, and that LESSEE shall not be liable for loss and/or damage to LESSOR's property caused by fire or anything covered by an extended coverage endorsement, including vandalism and/or malicious mischief. LESSOR agrees to save and keep LESSEE harmless from any and all liability, injury or damage due to the negligence of LESSOR or any of its employees or agents resulting from the use and occupancy of said Premises by said LESSOR; provided, however, that LESSOR shall not be liable for any injuries to or death of persons, or damage to property or loss occasioned by the negligence or willful misconduct of LESSEE, its officials, officers, employees or agents.

i) DAMAGE OR DESTRUCTION:

In the event the Premises covered by this Agreement are wholly or partially destroyed or damaged so as to render the whole or a substantial part thereof unfit for occupancy, and the same cannot be repaired with reasonable diligence within sixty (60) calendar days after the happening of such destruction or damage, then this Agreement at the option of the LESSEE or LESSOR, shall cease and terminate as of the date of such destruction or damage. Upon such termination, LESSOR shall repay to the LESSEE any rents theretofore paid by LESSEE with respect to any period subsequent to the date of such termination, and thereon LESSEE shall surrender possession of the Premises to LESSOR. If such destruction or damage can be repaired within sixty (60) calendar days, LESSOR shall forthwith repair the same with all reasonable diligence, and at its own expense, and this Agreement shall continue in force and effect. During the period of such repair, the rent shall be abated in the same ratio as that portion of the Premises which is rendered unfit for occupancy bears to the whole.

A. Insurance. LESSEE, at its expense, shall procure and keep in force at all times during the term of this Agreement from a financially sound and reputable company that has an A.M. Best Company rating of at least an "A-" rating, or similar rating by another insurance rating company, and is and authorized to conduct business and pay claims in the State of Missouri, comprehensive general liability insurance, with independent contractor's coverage and contractual liability endorsement, including but not limited to aircraft liability, airport premises liability, and automobile liability coverage insuring LESSEE, the City of Joplin, and the Airport for bodily injury and property damage, and such other insurance necessary to protect Airport from all such claims and actions described in the preceding subsection. Without limiting its liability, LESSEE agrees to carry and keep in force insurance with single limit liability for bodily injury or death and property damage in a sum not less than $1,000,000.00 per person and $2,500,000.00 per occurrence

B. LESSEE shall furnish current certificates of insurance to LESSOR and LESSOR shall furnish current certificates of insurance to LESSEE as regards fire or extended coverage endorsements, including vandalism and/or malicious mischief. Said insurance policies shall not be canceled or materially modified or non-renewed except upon thirty (30) calendar days advance written notice to Airport (ten (10)

calendar days' notice for non-payment of premium). The insurance carrier shall not avoid liability under such policies by claiming Airport governmental immunity. Airport shall be a named additional insured upon all such policies, but shall have no obligation for the payment of any premiums for such coverage. In the event the scope of the Airport's tort liability as a governmental entity described in Section 537.600 through .650, RSMo., inclusive, is broadened or increased during the term of this Agreement by subsequent legislative or court action, Airport, upon written notice to LESSEE, may require LESSEE to provide additional coverage sufficient to protect the Airport and the City of Joplin's interests to the extent of any such change. If the Airport's current limitations upon tort liability are abolished entirely, Airport may require LESSEE to provide such coverage to protect the Airport and the City of Joplin's interests as may be reasonable and prudent for the risks associated with the activities allowed under this Agreement. Statutory Workers' Compensation required by the Labor Code of the State of Missouri and Employers' Liability Insurance in an amount not less than $1,000,000 per occurrence. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City of Joplin/Joplin Regional Airport, its elected officials, officers, employees, agents and volunteers;

C. Non-limitation. Nothing contained herein shall be deemed to limit or otherwise reduce either Party to indemnify, protect, defend and hold harmless the other Party as specified in this Agreement.

D. Independent Contractor. Nothing herein contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto, it being understood and agreed that the relationship between the Parties hereto is that of landlord and tenant.

10. CANCELLATION BY LESSOR: LESSOR may cancel this Agreement by giving LESSEE thirty (30) calendar days' advance written notice, upon or after the happening of any of the following events:

The filing by LESSEE of a voluntary petition in bankruptcy; the adjudication of LESSEE as a bankrupt pursuant to such proceedings; the appointment of a receiver of LESSEE's assets; the divesture of LESSEE's estate herein by other operations of law; the abandonment by LESSEE of its conduct of air transportation at the AIRPORT; the default by LESSEE in the performance of any covenant or agreement herein required to be performed by LESSEE and the failure of LESSEE to remedy such default for a period of thirty (30) calendar days after receipt from LESSOR of written notice to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if LESSEE shall have remedied the default prior to receipt of LESSOR's notice of cancellation, or if such default cannot be cured within such thirty (30) day period and LESSEE has in good faith commenced and is attempting to remedy same, provided LESSEE promptly remedies such default thereafter.

No waiver of default by LESSOR of any of the terms or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any

subsequent default of any of the terms and conditions herein contained to be performed, kept and observed by LESSEE.

11. CANCELLATION BY LESSEE: LESSEE, in addition to any other rights of cancellation given herein or by law, may cancel this Agreement in whole or in part (only insofar as it relates to any buildings) and terminate all or any of its obligations hereunder at any time that LESSEE is not in default in its payments to LESSOR, hereunder, by giving LESSOR thirty (30) calendar days' advance written notice, upon or after the happening of any one of the following events:

a) the order or the action of the Federal Aviation Administration terminating, suspending, or relieving LESSEE's right or obligations to operate into and from the AIRPORT;

b) the termination of LESSEE's obligation or right (imposed by contract or otherwise) to the Federal Government for the carriage of United States airmail to, from, or through the Joplin, Missouri area or its environs, for the receiving and dispatching of United States airmail;

c) the expiration or termination of any Essential Air Service (EAS) contract (the "EAS Contract") between LESSEE and the United States Department of Transportation (DOT) or any governmental agency succeeding to the jurisdiction of the DOT, whether terminated by LESSEE or DOT, under which EAS Contract LESSEE has or had agreed to provide Essential Air Services to THE CITY OF JOPLIN, Missouri, the LESSOR agrees that LESSEE is exempt from the requirement at 49 U.S.C. Section 41734(c), to continue to serve the EAS community even after filing a notice to suspend service before a replacement airline begins full EAS;

d) authorization by the Federal Aviation Administration of another airport for service by LESSEE to Joplin, Missouri;

e) issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the AIRPORT or any part thereof for AIRPORT purposes, and the remaining in force of such injunction for a period of at least thirty (30) days;

f) any action of the Federal Aviation Administration refusing to permit LESSEE to operate into, from or through the AIRPORT such aircraft as LESSEE may reasonably desire to operate thereon;

g) the breach by LESSOR of any of the covenants or agreements herein contained and the failure of LESSOR to remedy such breach for a period of thirty (30) calendar days after receipt of a written notice of the existence of such breach; the inability of LESSEE to use said Premises and facilities continuing for a period of thirty (30) days or more due to (i) any deficiency of the AIRPORT or unsafe condition for operating at the AIRPORT of the type of aircraft then being flown by LESSEE or (ii) any law, order, rule, or regulation of any appropriate governmental authority having jurisdiction over the operations of LESSEE (iii) or war, or other casualty; the assumption by the United States Government or any authorized agency thereof of the operations of the AIRPORT;

h) the erection of any obstacle on or in the vicinity of the AIRPORT, which would occasion a modification of LESSEE's air carrier operating certificate or similar authorization establishing minimum safety standards for the operation of LESSEE.

No waiver of default by LESSEE of any of the terms, covenants or conditions hereof to be performed, kept and observed by LESSOR shall be construed to be or act as a waiver by

LESSEE of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by LESSOR.

12. FAVORED TERMS: Except as provided for under the conditions of an approved air service development program, LESSOR agrees not to enter into any lease, license, contract or other agreement with any other 14 CFR Part 121 scheduled air carrier containing more favorable terms than this Agreement (including its methodology of establishing rates, fees and charges) or to grant to such scheduled air carrier rights or privileges with respect to the AIRPORT that are not accorded to LESSEE hereunder unless the same rights, terms and privileges are concurrently made available to LESSEE. Any scheduled air carrier will be required to lease counter and office space sufficient to support their operation. The foregoing notwithstanding, LESSOR may offer alternate terms to a carrier operating under 14 CFR Part 135, or as a public charter under 14 CFR Chapter II, Subchapter D, Part 380 so long as such charter operates less than once per week.

13. QUIET ENJOYMENT: LESSOR represents that it has the right to lease the AIRPORT, together with the facilities, rights, licenses and privileges herein granted, and has full power and authority to enter into this Agreement in respect thereof. LESSOR agrees that on payment of the rent and performance of the covenants and agreements hereunder by LESSEE, LESSEE shall peacefully have and enjoy the leased Premises and all rights and privileges of the AIRPORT, its appurtenances and facilities.

14. REGULATIONS: LESSEE agrees to observe and obey all reasonable regulations imposed by LESSOR during the term hereof, provided the same are consistent with safety and security and do not conflict with the regulations and procedures prescribed by the Federal Aviation Administration for operations of LESSEE's aircraft at the AIRPORT and further provided same do not conflict with the express terms of this Agreement.

15. LEGAL RESPONSIBILITY: Intentionally omitted.

16. NOTICES: All notices or other communications relative to matters covered by this Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by a party by notice in writing to the other party, notices shall be sent to LESSOR addressed to the Public Works Director, 602 South Main Street, Joplin, Missouri, 64801, and to LESSEE addressed to: SKYWEST AIRLINES, Attn: Kelly Lane, 444 S.River Rd St.George, Utah 84790.

17. ASSIGNMENT OF AGREEMENT: LESSEE shall not assign this Agreement or any of its rights hereunder, nor sublet the Premises or any part thereof demised hereby, to any person without the written consent of the LESSOR first had and obtained (such consent not to be unreasonably withheld, conditioned or delayed); provided that the foregoing shall not prevent the assignment of this Agreement to any corporation with which LESSEE may merge or consolidate, or which may succeed to the business of LESSEE, or, to which the business and properties of the LESSEE or substantially all of the same may be sold or transferred by the LESSEE.

18. NONDISCRIMINATION:

a. The LESSEE, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a

covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

b. The LESSEE, for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in use of said facilities.

(2) That in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

(3) That the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

19. AFFIRMATIVE ACTION: The LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered sub-organizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

20. EXCLUSIVE RIGHT:

a. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e).

b. LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

21. INVALID PROVISION: It is further expressly understood and agreed by and between the parties hereto that in the event of any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant,

condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid covenants, conditions or provisions in the Agreement.

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

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

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

25. WAIVER OR BREACH: Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

26. REPRESENTATIONS: The signatories hereto represent and warrant that they are fully authorized in the capacities shown and that they are executing the same voluntarily and solely for the consideration described herein.

27. COUNTERPARTS: This Agreement may be executed in any number of counterparts, and each executer counterpart shall have the same force and effect as an original instrument and as if all of the parties to the counterparts had signed the same instrument. A signature page of any counterpart may be detached therefrom without impairing the legal effect of the other signature(s), if that signature page is attached to any other counterpart that is identical to the first except for having additional attached signature pages executed by other parties to this Agreement.

[*signatures next page*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

SKYWEST AIRLINES

By: _____

ATTEST:

By: _____

_____
(Print Name)

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas Edwards, City Manager

ATTEST:

By: _____

Barbara Golhoffer, City Clerk

APPROVED AS TO FORM:

By: _____
Peter Edwards, City Attorney

STATE OF _____)
)
COUNTY OF_____)

On this _____ day of _____, 2021, before me, personally appeared _____, to me known to be the person described in and who acknowledges that he/she, as President of _____, executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

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

_____
Notary

My Commission Expires:

_____

STATE OF MISSOURI)
)
COUNTY OF JASPER)

On this _____ day of _____, 2021, before me personally appeared Dan Pekarek and to me personally known who being by me duly sworn did state that he is the City Manager of the City of Joplin, Missouri, that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument was signed on behalf of said corporation by authority of its City Council pursuant to Ordinance No. _____, passed by the City Council of the City of Joplin, Missouri on _____for the consideration stated therein and no other, and the said City Manager acknowledges said instrument to be the free act and deed of said corporation.

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

_____
Notary

My Commission Expires:_____

EXHIBIT "A"
RENTAL FEES

1. The right to the exclusive use of approximately 985 square feet of ticket counter and office space in the Terminal Building located on the AIRPORT.

LESSEE agrees to pay to LESSOR for the use of 985 square feet of exclusive space located on the first floor of the Terminal Building, from June 1, 2021 to May 31, 2024, the sum of $14.85 per square foot per annum in monthly installments, covering the preceding fiscal month.

2. The right to the nonexclusive use of 860 square feet of operational and baggage space in the Terminal Building located on the AIRPORT.

LESSEE agrees to pay to LESSOR for the use of 860 square feet of nonexclusive space indicated above, from June 1, 2021 to May 31, 2024, the sum of $7.50 per square foot per annum in monthly installments, covering the preceding fiscal month.

3. As rental fees and charges for the use of the AIRPORT facilities herein granted, other than those specified above and including the operation of aircraft into, upon and from the AIRPORT, LESSEE shall pay to LESSOR the following charges:

a. From June 1, 2021 to May 3, 2024, the LESSEE shall pay forty-two ($.42) cents per thousand pounds of maximum gross landing weight over 12,500 pounds on all landings made by an aircraft being used by LESSEE ("Landing Fee"), subject to a minimum Landing Fee of $7.00 per landing.

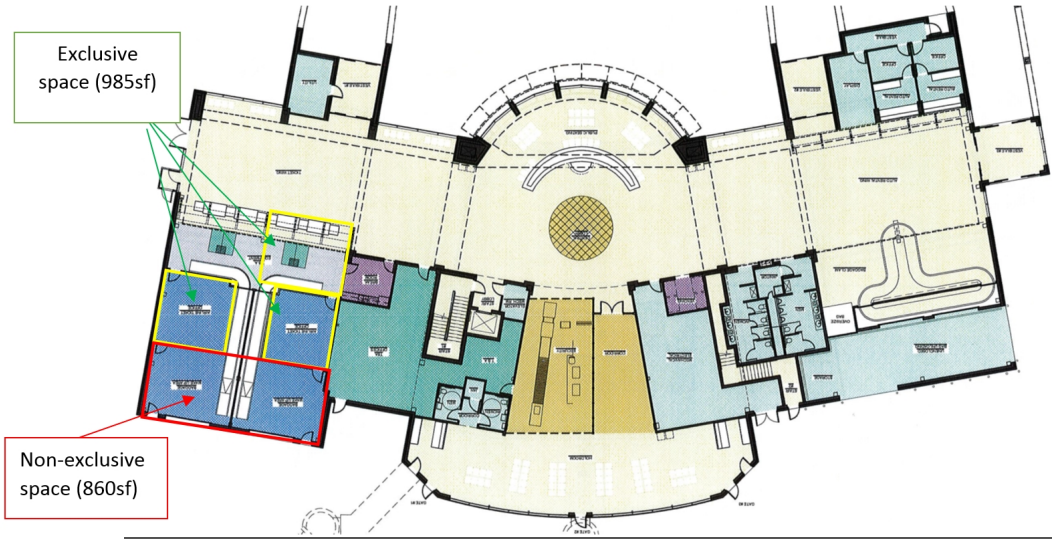
b. From June 1, 2021 to May 31, 2024, the LESSEE shall pay, in addition to the Landing Fee set forth above, fifty dollars ($50.00) per landing made by an aircraft being used by LESSEE to help cover the cost of Aircraft Rescue and Firefighting (ARFF) services and AIRPORT security (the "ARFF/Security Fee"). Notwithstanding anything to the contrary contained in the Agreement, including this Exhibit "A", if another 14 CFR Part 121 scheduled air carrier begins operations at the AIRPORT after the Effective Date, the ARFF/Security Fee shall thereupon be reduced to equitably spread the cost of providing such ARFF services and AIRPORT security among all 14 CFR Part 121 scheduled air carriers operating at the AIRPORT.

c. A list of all landings and the specified maximum gross landing weight of the aircraft making such landings shall be submitted to the AIRPORT Manager's Office by the fifth (5th) day of each month, for all landings made during the preceding month. The maximum gross landing weight for aircraft, as used herein, shall be the maximum gross landing weight for such aircraft as determined by the Federal Aviation Administration.

d. All such charges shall be payable in monthly installments covering the

preceding fiscal month. LESSOR shall, on or before the tenth (10th) day of each month, transmit to LESSEE a statement of the rentals, fees and charges incurred by LESSEE during the previous month, and the same shall be paid by LESSEE prior to the first day of the following month.

EXHIBIT "B"
EXCLUSIVE and NONEXCLUSIVE SPACE



COUNCIL BILL NO. 2021-124 **ORDINANCE NO.**

AN ORDINANCE authorizing an agreement by and between the City of Joplin and SkyWest Airlines, Inc., to establish operational guidelines and fees in the Commercial Terminal at the Joplin Regional Airport; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

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

Section 1. That an agreement by and between the City of Joplin and SkyWest Airlines, Inc., for the purpose of establishing operational guidelines and fees in the Commercial Terminal at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein, Exhibit A; is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhoffer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-125 Work Authorization OLS-OC21-04 with Olsson for professional engineering consulting services for Phases 2 and 3 of the Zora Widening project from Rangeline to MO-249.

MEETING DATE
April 19, 2021

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2021-125; Work Authorization; Location Map

REVIEWED BY
Director of Public Works: David Hertzberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Olsson in the not to exceed amount of Five Hundred Ninety-Nine Thousand Five Hundred and 00/100 dollars ($599,500.00) for professional engineering consulting services for Phases 2 and 3 of the Zora Widening project from Rangeline to MO-249.

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 was the widening of Zora Street from Rangeline to MO-249. In November 2015, City Council approved an agreement with Bartlett & West, Inc. for preliminary engineering consulting services through the 60% Right of Way plans portion of the project. Bartlett & West completed the scope of work included in this work authorization, and therefore a new agreement was needed to proceed with the engineering services required to complete the project. Olsson was selected as the engineering firm to complete the remaining engineering services for this project moving forward, and Work Authorization OLS-OC20-04 with Olsson for engineering services associated with Phase 1 of the project was approved by City Council in June 2020, with the understanding at that time that a future work authorization for the design of Phases 2 and 3 would be required at a later date. Phase 1 of the E. Zora widening project is defined as the construction of a new intersection at Zora St. and Duquesne Road. Phase 2 of the project is defined as improving Zora Street from the new intersection at Duquesne Road east to MO-249, and Phase 3 is defined as improving Zora Street from Rangeline Road to Duquesne Road. City staff has reviewed the fees submitted by Olsson for the engineering consulting services and found them to be within industry standards.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION

Staff recommends approval of Council Bill 2021-125, Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Five Hundred Ninety-Nine Thousand Five Hundred and 00/100 dollars ($599,500.00) for professional engineering consulting services for Phases 2 and 3 of the Zora Widening project from Rangeline to MO-249 on first reading.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S. Main Joplin, MO 64801	
Attention: David Hertzberg		Attention: Clayton Cristy Jack Schaller	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax:	Zora St. Widening - Phase 2 & 3	

WORK AUTHORIZATION NUMBER OLS-OC21-04
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The 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**. The City 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 of 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**. The 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 keep track of the amount of hours billable under this contract at all times; and any work in excess of 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**. The 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 OLS-OC21-04 exceed the sum of Five Hundred Ninety-Nine Thousand Five Hundred Dollars ($ 599,500.00).

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 maintain adequate insurance coverage at all times 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, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 attorneys 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The 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 of 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 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.

f. Notice. The 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

_____
Name & Title of Staff 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: Olsson

By: Ronald L. Mersch

Printed Name: Ron Mersch

Title: Vice President

Date: April 8, 2021

By: Clayton Cristy

Printed Name: Clayton Cristy

Title: Vice President

Date: April 8, 2021

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A to WORK
AUTHORIZATION SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Work Authorization for Professional Services dated April 19th, 2021 between the City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Zora St. (East Return of Rangeline Road to Highway 249) Excluding the roundabout project at Duquesne Road and excluding the Rangeline Road Intersection

Project Description: Zora St. Widening – Phase 2 & 3

- Phase 2: Duquesne Roundabout to Highway 249
  Approximately 20' of full depth widening to allow for two 12' lanes and 10' shoulders. Approximately 1000' of full depth replacement with Curb and Gutter east of roundabout. Full depth replacement of existing pavement in areas requiring vertical curve improvements (approximately 600'). 2" mill and overlay for the remainder of the existing pavement.

- Phase 3: Duquesne Roundabout to Rangeline Road Right of Way.
  Two-lane curb and gutter with grading for future sidewalk on one side. Left turn lane option at Wellington Drive.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES (Phase 2 & 3)

Phase 100 – Survey Verification
The project effort assumes Olsson will utilize the existing survey from Bartlett & West, Zora Street plans as the base data for performing design. Olsson will perform limited verification and updates as described below.

Task 101 – Boundary Verification
Olsson will utilize existing control from the Bartlett & West, Zora Street plans, to verify the section corners, property corners, and property lines. Title information shall be supplied by the City.

Fee = $12,000

Task 102 – Topographic Verification
Olsson will utilize existing control from the Bartlett & West, Zora Street plans, to spot check existing topographic data for consistency. Olsson will perform supplemental topographic survey as necessary to update Client-Furnished survey as is adequate for design. It is anticipated that supplemental topographic survey is limited to 7 full-days of field crew time with associated time for processing of CAD data. If it is discovered that more extensive topographic survey is required to update the existing data, additional services will be required.

Fee = $10,500

Phase 200 – Phase 2 – Duquesne to Hwy 249

Task 201 – Meetings and Project Management
Olsson will attend review and progress meetings with the City at various stages of design. It is anticipated that 5 meetings will be required throughout the various design stage submittals.

Olsson will prepare exhibits and attend two open house public meetings. These meeting will provide updates on the project status and scope of the proposed improvements as well as gathering public input.

Olsson will perform project management to include coordination with City staff; monitoring scope, schedule, and budget; and performing QA/QC reviews at each design submittal stage.

Fee = $21,500

Task 202 – **Roadway Design**
Utilizing the survey information provided by the City, and with subsequent updates by Olsson, Olsson will prepare design plans for the roadway improvement project based on City of Joplin standards. Plans will be prepared and submitted for the 60%, 90%, and Final PS&E stage with plan development progressing at each submittal. The final plans will include the following sheets:

- Cover Sheet
- Survey Control and Alignment Sheets
- Demolition Plans
- Typical Sections
- Plan & Profile Sheets
- Detail Grading Plans (as necessary)
- Culvert Sections
- Precast Box Culvert Details
- Special Details
- Pavement Marking and Signing Plans
- Grading and Erosion Control Plans
- Traffic Control & Construction Sequencing Plans
- Cross Sections (as necessary)

Drainage design will be performed to include Drainage Area Map, cross structure capacity design.

Olsson will estimate the construction quantities and provide an Engineer's Opinion of Probable Cost for each respective plan phase submittal.

Fee = $168,000

Task 203 – Land Disturbance Permit & Stormwater Pollution Prevention Plan (SWPPP)
Olsson will complete the Missouri Division of Natural Resources Land Disturbance Permit, as necessary. Olsson will prepare a SWPPP that incorporates standard practices and the developed erosion control plan to be maintained by the Contractor during construction.

Fee = $3,500

Task 204 – Utility Coordination
Olsson shall prepare a utility coordination plan for phase 2 construction limits. This effort will include coordinating and gathering the proposed relocation plans for all utility companies involved with the project and graphically inputting the information into one plan to assist in determining potential conflicts. Electronic base files will be made available to utility companies to assist with their respective designs.

Fee = $9,000

Phase 300 – Phase 3 – Rangeline to Duquesne

Task 301 – Meetings and Project Management
Olsson will attend review and progress meetings with the City at various stages of design. It is anticipated that 6 meetings will be required throughout the various design stage submittals.

Olsson will prepare exhibits and attend two open house public meetings. These meeting will provide updates on the project status and scope of the proposed improvements as well as gathering public input.

Olsson will perform project management to include coordination with City staff; monitoring scope, schedule, and budget; and performing QA/QC reviews.

Fee = $26,500

Task 302 – **Roadway Design**
Utilizing the survey information provided by the City, and with subsequent updates by Olsson, Olsson will prepare design plans for the roadway improvement project based on City of Joplin standards. Plans will be prepared and submitted for the 60%, 90%, and Final PS&E stage with plan development progressing at each submittal. The final plans will include the following sheets:

- Cover Sheet
- Survey Control and Alignment Sheets
- Demolition Plans
- Typical Sections
- Plan & Profile Sheets
- Intersection Layout Sheets
- Detail Grading Plans (as necessary)
- Culvert Sections
- Storm Drainage Plan and Profile
- Precast Box Culvert Details
- Special Details
- Pavement Marking and Signing Plans
- Grading and Erosion Control Plans
- Traffic Control & Construction Sequencing Plans
- Cross Sections (as necessary)

Drainage design will be performed to include Drainage Area Map, enclosed system design, gutter capacity, and crossing culvert capacity.

Coordination of the proposed improvements with the railroad crossing surface will be performed as part of the design effort. Design fee excludes design of a new railroad crossing signal.

Preliminary drainage design provided by AMA will be used for preparing probable construction costs.

Olsson will estimate the construction quantities and provide an Engineer's Opinion of Probable Cost for each respective plan phase submittal.

Fee = $228,000

Task 303 – Land Disturbance Permit & Stormwater Pollution Prevention Plan (SWPPP)

Olsson will complete the Missouri Division of Natural Resources Land Disturbance Permit, as necessary. Olsson will prepare a SWPPP that incorporates standard practices and the developed erosion control plan to be maintained by the Contractor during construction.

Fee = $3,500

Task 304 – Utility Coordination

Olsson shall prepare a utility coordination plan for phase 3 construction limits. This effort will include coordinating and gathering the proposed relocation plans for all utility companies involved with the project and graphically inputting the information into one plan to assist in determining potential conflicts. Electronic base files will be made available to utility companies to assist with their respective designs.

Fee = $9,000

BIDDING & CONSTRUCTION ADMINISTRATION SERVICES

Phase 400 – Bid Phase Services (Phase 2)

Task 401 - Prepare Notice to Bidders and Issue Documents

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices. Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Task 402 - Review and Evaluate Bids

Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Task 403 - Conform Documents

Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

Total Fee (Tasks 401, 402, & 403) = $6,500

Phase 500 – Bid Phase Services (Phase 3)

Task 501 - Prepare Notice to Bidders and Issue Documents
Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices. Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Task 502 - Review and Evaluate Bids
Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Task 503 - Conform Documents
Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

Total Fee (Tasks 501, 502, & 503) = $6,500

Phase 600 – Construction Administration Services (Phase 2)

Task 601 - Construction Administration
Olsson shall perform the following construction administration services:

1. Conduct a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
2. Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
3. Review contractor pay applications.
4. Prepare necessary Change Orders and Revision Sheets for unforeseen conditions. Owner-Requested changes after bidding will be considered additional services.
5. Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
6. Conduct Periodic site visits during construction (Assumed 4).

Task 602 – Project Close Out

Olsson will conduct a final walkthrough of the project. A "punch list" of deficiencies will be prepared and distributed.

Total Fee (Tasks 601 & 602) = $20,500

Phase 700 – Construction Administration Services (Phase 3)

Task 701 - Construction Administration

Olsson shall perform the following construction administration services:

7. Conduct a pre-construction meeting. Olsson will prepare and distribute minutes of the meeting.
8. Receive, log and review contractor submittals (i.e. shop drawings, cut sheets).
9. Review contractor pay applications.
10. Prepare necessary Change Orders and Revision Sheets for unforeseen conditions. Owner-Requested changes after bidding will be considered additional services.
11. Answer contractors' questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
12. Conduct Periodic site visits during construction (Assumed 4).

Task 702 – Project Close Out

Olsson will conduct a final walkthrough of the project. A "punch list" of deficiencies will be prepared and distributed.

Total Fee (Tasks 701 & 702) = $24,500

RIGHT OF WAY SERVICES

Olsson will perform Right-of-Way and Easement Services for the Phase 2 & 3. For Phase 2, it is assumed that 8 parcels will be affected to complete phase 2 construction. For Phase 3, it is assumed that 30 parcels will be affected to complete phase 3 construction.

Phase 800 – Right of Way and Easement Documents and Negotiations (Phase 2)

Task 801 – Right-of-Way (R/W) and Easement Documents

Olsson will prepare right of way taking documents, slope/grading easements, and temporary construction easements for the Zora Street project, beginning at the Duquesne Roundabout project and extending to Highway 249 (excluding the Roundabout project area). This includes approximately 8 properties. Deliverables for this project will be signed and sealed exhibits and legal descriptions.

Fee = $12,000

Task 802 – Right-of-Way (R/W) and Easement Staking

Following preparation of Right-of-Way documents for each Parcel, Olsson will stake the

proposed Right-of-Way and Easements in the field to assist the City during Right-of-Way and Easement Acquisition.

- Right-of-Way (R/W) and Easement Staking estimated at Eight (8) Right-of-Way Parcels, four (4) Slope/Utility Easements, and Eight (8) Temporary Construction Easements.
- Scope assumes 5 half-day trips to the site by a 1-man survey crew to perform the staking. Trips beyond the 5 allotted will be considered additional services.

Fee = $3,600

Task 803 – Monument New Right-of-Way (R/W)
Following successful acquisition of all new Right-of-Way, Olsson will monument the new Right-of-way by placing survey pins at property corners along the newly acquired Right-of-Way.

- Monumentation of New Right-of-Way (R/W) estimated at Eight (8) Right-of- Way Parcels.
- Scope assumes 2 full-day trips to the site by a 1-man survey crew.

Fee = $2,400

Task 804 – Appraisals
Olsson will provide Appraisal Services as part of the Right-of-Way and Easement Acquisition Services described above, on an Estimated Parcel basis. Appraisals will be provided by the Subconsultant Southwest Valuation.

- Appraisals are estimated at eight (8) Parcels for Phase 2.

Fee = $17,600 ($2,200 per parcel)

Task 805 – Right-of-Way (R/W) and Easement Negotiation Services
The fee amount for negotiation activity will include preparation of deeds and easement documents and three contacts with the owners to ensure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. We will coordinate with the City staff for the arrangement of payments to the property owners. A record of negotiations will be available to the City at all times upon request. If negotiations are not successful after three attempts the City will be notified that the negotiating activity has ceased, and we will request direction on how to proceed from the City of Joplin.

Condemnation services are excluded. For condemnation purposes Olsson charges a rate of $120.00 per hour for court appearances, attorney conferences, and preparation of court exhibits. These shall be considered Additional Services.

<u>Assumptions for Task 805 are as follows:</u>
The City of Joplin will provide Olsson with a notice to proceed [1] all applicable title commitments; [2] The City of Joplin will provide vacancy notices to each owner when applicable. [3] All conveyances and documents to secure all rights, title, and interests for each parcel will be turned over to the City of Joplin personnel for closing each transaction.

Fee = $14,400 ($1,800 per parcel)

Phase 900 – Right of Way and Easement Documents and Negotiations (Phase 3)

Right of way services for phase 3 will be determined after 60% design and incorporated as an amendment to this agreement.

)

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

Fee can be moved between tasks.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

- Phase 2 Design Services will be completed in a 12 month period following notice to proceed.
- Phase 3 Design Services will be completed in a 24 month period following notice to proceed.
- Right-of-Way and Easement Negotiation Services will be completed in a 12 month period following approval of R/W Plans and Easement Descriptions for each respective design phase.

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

SUMMARY OF FEES

Phase 100 – Survey Verification $22,500
Phase 200 – Phase 2 Design (Duquesne to Hwy 249) $202,000
Phase 300 – Phase 3 Design (Rangeline to Duquesne) $267,000
Phase 400 – Bidding Phase 2 ..... $6,500
Phase 500 – Bidding Phase 3 ..... $6,500
Phase 600 – Construction Administration Phase 2 ..... $20,500
Phase 700 – Construction Administration Phase 3 ..... $24,500
Phase 800 – R/W Services Phase 2 ..... $50,000
Phase 900 – R/W Services Phase 3 (To be added as amendment)
GRAND TOTAL FEE $599,500

Assumption included that fees can be shifted between phases and tasks as work progresses, to cover actual work completed.

Olsson Billing Rate Schedule
2021 Labor Rates

Description	Range		
Principal	129.00	-	388.00
Project Manager	120.00	-	233.00
Project Professional	98.00	-	217.00
Assistant Professional	67.00	-	155.00
Designer	90.00	-	188.00
CAD Operator	54.00	-	119.00
Survey	52.00	-	166.00
Construction Services	43.00	-	233.00
Administrative/Clerical	41.00	-	159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

REIMBURSABLE EXPENSE SCHEDULE

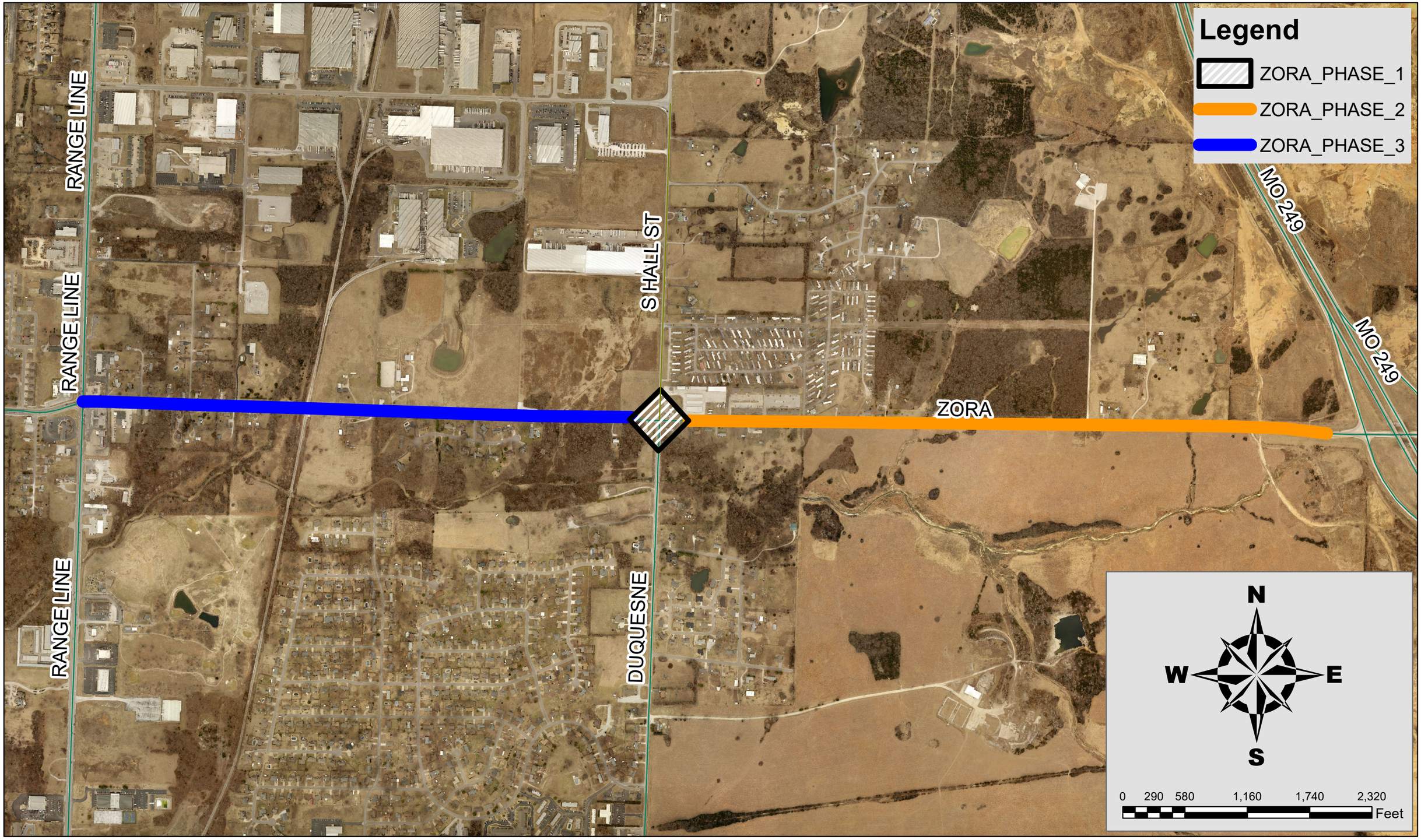
The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	**Cost**
Automobiles (Personal Vehicle)	$0.56/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2021

ZORA WIDENING



COUNCIL BILL NO. 2021-125 ORDINANCE NO.

AN ORDINANCE approving Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Five Hundred Ninety-Nine Thousand Five Hundred and 00/100 dollars ($599,500.00) for professional engineering consulting services for Phases 2 and 3 of the Zora Widening project from Rangeline to MO-249, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Five Hundred Ninety-Nine Thousand Five Hundred and 00/100 dollars ($599,500.00) for professional engineering consulting services for Phases 2 and 3 of the Zora Widening project from Rangeline to MO-249, 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 Olsson

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 Improvement Sales Tax fund.

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

ATTEST: Ryan D. Stanley, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

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 OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-512 – Approving swimming pool fee changes in the parks department

MEETING DATE
April 19, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-512 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill changes swimming pool fees in the parks department.

BACKGROUND
The City increased lifeguard and cashier hourly wage rates by 9% to meet the current State of Missouri minimum wage. This increase in labor costs will increase the overall cost of services for swimming pools. In order to offset this increased cost, this bill changes the swimming pool fees by a corresponding amount.

The proposed changes are as follows:

- Change the Adult Schifferdecker pool daily admission from $6.00 to $6.50 and the child admission fee from $5.00 to $5.50
- Change the Adult Cunningham pool daily admission from $5.00 to $5.50 and the child admission fee from $4.00 to $4.50
- Change the Adult Ewert pool daily admission fee from $4.00 to $4.50 and the child admission fee from $3.00 to $3.50
- Change the Swimming Pool family season pass fee from $150.00 to $170.00
- Change the Swimming Pool adult season pass fee from $75.00 to $85.00
- Change the Swimming Pool youth season pass fee from $65.00 to $75.00
- Change the Swimming Pool senior season pass fee from $65.00 to $75.00

The fee changes will be effective on May 24, 2021.

FUNDING SOURCE
This is not applicable for this item.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2021-512 ORDINANCE NO.

AN ORDINANCE repealing Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the City is increasing the hourly wage for lifeguards in order to meet the current State of Missouri minimum wage, which will increase the cost of services; and,

WHEREAS, the Council of the City of Joplin desires to increase fees to meet the reasonable expenditures of this function; and,

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

Section 1. That Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, be repealed and a new Section 86-152, Admission Fee, of Article V, Swimming Pools, of Chapter 86, Parks and Recreation, of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"ARTICLE V. SWIMMING POOLS

Sec. 86-152 Admission Fee.

(a) The pool admission fee for Schifferdecker Family Aquatic Center shall be $6.50 for adults over 15 years of age, and $5.50 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

(b) The admission fee for Ewert Family Aquatic Center shall be $4.50 for adults over 15 years of age and $3.50 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

(c) The admission fee for Cunningham Family Aquatic Center shall be $5.50 for adults over 15 years of age and $4.50 for children 15 years of age and under, except that children age two and under, shall be admitted without charge.

(d) The supervisor, with the approval of the parks and recreation board, shall have authority to set certain times when there shall be no admission fee for swimming in the municipal pools, and the park supervisor shall have the authority to place certain restrictions on free admission.

(e) Season passes for all municipal swimming pools.

(1) A family (three or more) season pass shall be $170.00 per family per year.

(2) An adult individual, aged 18 years and older, season pass shall be $85.00 per person per year.

(3) A youth individual, aged 17 years and under, season pass shall be $75.00 per person per year.

(4) A senior citizen season pass shall be $75.00 per person per year.

(f) For purposes of this section "family" is defined as a maximum of two adults and dependent children residing at one residence. "Dependent" has the same meaning as "dependent" under federal income tax law. A person shall not be considered a dependent under this section unless the person was claimed as a dependent on their federal income tax filing for the most recent tax reporting period.

(g) For purposes of this section, "senior citizen" shall mean any person permanently and totally disabled from employment at any age, or any person age 60 and above.

(h) The director of parks and recreation is hereby authorized to establish a program granting a reduced rate, up to 50 percent for pool memberships based upon family income."

Section 2. That this ordinance shall become effective on May 24, 2021.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

RESOLUTION NO. 2021-011

A RESOLUTION declaring the City of Joplin's intent to participate in Natural Hazard Mitigation and to work toward becoming a safer community.

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

WHEREAS, the City of Joplin recognizes that no community is immune from natural hazard whether it be tornado/severe thunderstorm, flood, severe winter weather, drought, heatwave, earthquake, dam failure, or wildfire, and recognizes the importance of enhancing its ability to withstand natural hazards as well as the importance of reducing the human suffering, property damage, interruption of public services and economic losses caused by those hazards; and

WHEREAS, the City of Joplin may have previously pursued measures such as building codes, fire codes, floodplain management regulations, zoning ordinance, and stormwater management regulations to minimize the impact of natural hazards; and

WHEREAS, the Federal Emergency Management Agency and the State Emergency Management Agency have developed a natural hazard mitigation program that assists communities in their efforts to become Disaster-Resistant Communities which are sustainable communities after a natural disaster that focus, not just on disaster relief, but also on recovery and reconstruction that brings the community to at least pre-disaster conditions in an accelerated, orderly, and preplanned manner; and

WHEREAS, by participating in the Natural Hazards Mitigation program, the City of Joplin will be eligible to apply for post-disaster mitigation funds; and

WHEREAS, the City of Joplin desires to commit to working with government partners and community partners to implement the Natural Hazards Mitigation Plan; and

WHEREAS, the City of Joplin will implement pertinent precepts of the mitigation plan by incorporation into other community plans and mechanisms where appropriate; and

WHEREAS, the City of Joplin will participate in the evaluation and review of the Plan after a disaster as well as complete mandated five-year update submitted to the State Emergency Management Agency and the Federal Emergency Management Agency for review and approval; and

WHEREAS, the 2021 Jasper/Newton Bi-County Hazard Mitigation Plan was created in conjunction with the Harry S. Truman Coordinating Council and the Missouri State Emergency Management Agency and Local Jurisdictions within Jasper and Newton Counties, and the full text of the Plan may be found at: https://4608062b-9749-43c3-9120-42dafff37a6a.filesusr.com/ugd/3a9123_38cc29e7de6748758f8a39e72d1d37d5.pdf

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOPLIN THAT:

The City of Joplin hereby adopts the 2021 Jasper-Newton Bi-County Multi-Jurisdictional Natural Hazard Mitigation Plan attached hereto for the purpose of building a safer community by reducing natural hazard vulnerability.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 3rd day of May, 2021.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2021-132 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Goins Enterprise for the On Call Infrastructure and Utility Cuts 2021 project; 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.

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 Goins Enterprises, for the On Call Infrastructure and Utility Cuts 2021 project, 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 upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Transportation Sales Tax fund for items pertaining to utility cuts restoration and the Parks and Stormwater Sales Tax fund for items pertaining to minor system improvements. .

Section 4. That the City of Joplin hereby declares that this ordinance relating to a public involvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and the council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, approval of this council bill on an emergency basis will allow for the continued and uninterrupted service in repair of City infrastructure needed after utility cuts by utility companies during the course of their work within the public right-of-way.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-132

I hereby certify that a sufficient amount is available in the Transportation Sales Tax fund for items pertaining to utility cuts restoration and the Parks and Stormwater Sales Tax fund for items pertaining to minor system improvements to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-132 – approval of an agreement with Goins Enterprises Inc for the On-Call Infrastructure and Utility Cuts 2021 project.

MEETING DATE
May 3, 2021

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Bid Summary, Agreement, CB2021-132

REVIEWED BY
Director of Public Works: David K. Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Goins Enterprises for On Call Infrastructure and Utility Cuts 2021 project.

BACKGROUND
Utility companies and private construction contractors periodically cut the city streets, sidewalks, and curb and gutter in order to make utility and sewer connections for new homes and businesses. Utility companies also find it necessary to make cuts so they can make repairs to existing services. In order to ensure repairs meet city specifications, the city hires a contractor to make the repairs. Cost of the repairs are billed back to the utility companies and private construction contractors.

In addition to completing repairs from utility cuts, the On-Call Infrastructure and Utility Cuts contract offers a catalogue of services to be used on an On-Call basis based upon City need. This aspect of the contract is intended to offer flexibility with respect to addressing needed infrastructure repairs and installing minor system improvements within the City, as well as supplement the City's operation's public works maintenance crews.

The On-Call Infrastructure and Utility Cuts 2021 contract, which was advertised in accordance with the City of Joplin's procurement policies, contained specific language informing bidders that "Quantities listed represent a portion of the expected quantities for **bid analysis only**. Actual quantities required for the contract will vary". The quantities for the utility cuts restoration items were based on the quantities provided to the City in the previous iterations of the Utility Cuts restoration contract. Three contractors submitted bids containing unit prices for more than 70 bid items. After bids were opened on March 9, 2021, the low bidder was determined by comparing the summation of each bidder's unit prices multiplied by the estimated quantities in the Bid form. The low bid was provided by Goins Enterprises Inc, whose summation equaled $2,898,750.00 for the estimated scope of work assuming the contract runs over a 3-year period. The bid was below the engineer's estimate.

Any of these unit prices can be applied to subsequent purchase orders, utilizing this menu-like contract. Staff plans to utilize this multiple-year contract to continue the work of the previous expiring Utility Cuts restoration contract as well as in repairing public-side infrastructure defects and implementing minor system improvements. The term of the contract will run for one (1) year from the Notice to Proceed date and can be extended up to a maximum of three (3) years if mutually agreed upon by both parties.

FUNDING SOURCE

These payments are included in the FY 2020-21 budget of the Transportation Sales Tax fund for items pertaining to Utility Cuts restoration and the Parks and Stormwater Sales Tax fund for items pertaining to minor system improvements.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2021-132, approving a construction agreement with Goins Enterprises for the On Call Infrastructure and Utility Cuts 2021 project on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Specifically, approval of this council bill on an emergency basis will allow for the continued and uninterrupted service in repair of City infrastructure needed after utility cuts by utility companies during the course of their work within the public right-of-way.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
GOINS ENTERPRISES INC

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Goins Enterprises Inc Address: 3255 N County Lane 252 Joplin, Missouri 64801	
Attention: David K Hertzberg		Attention: Carrie Goins	
Department: Public Works - Engineering		Phone: 417-659-6082	Fax:
Phone: 417-624-0820	Fax:	On Call Infrastructure and Utility Cuts 2021	

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:

On Call Infrastructure and Utility Cuts 2021

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. Term of contract will run for one (1) year from the notice to proceed date. Both parties reserve the right to extend the contract for up to three (3) years if mutually agreed upon.

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 maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of TWENTY FIVE THOUSAND DOLLARS and no/100 Dollars ($25,000.00) 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 $300.00 per business day per individual excavation not completed within the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. All utility cuts within an arterial or collector street will be assessed double this rate and shall be deducted from the contract amount until said work is completed to the satisfaction of the Director of Public Works. 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.

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. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. 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.

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

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 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. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for 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. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

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

By: _____

David Hertzberg, Public Works Director

BID SUMMARY

PROJECT: On Call Infrastructure and Utility Cuts 2021

DATE OF BID OPENING: March 9, 2021 10:00 A.M.

Contractor	Bid
Engineer's Estimate	$3,376,050.00
Goins Enterprises	**$2,898,750.00**
Sprouls Construction	$2,974,625.00
B3 Contractors, LLC	$3,124,634.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-133
Agreement between the City of Joplin and G&G Construction, Inc

MEETING DATE
May 3, 2021

ORIGINATING DEPT
Public Works

ATTACHMENTS
CB 2021-133 Ordinance; Agreement between the City of Joplin and G&G Construction, Inc.; Bid Summary; Letter of Recommendation from Allgeier Martin and Associates, Inc.

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement with G&G Construction Company, Inc., for the rehabilitation of the Turkey Creek WWTF North Digester Thickener in the not to exceed amount of Two Hundred Thirty-Nine Thousand and No/100 Dollars ($239,000.00)

BACKGROUND
The Turkey Creek Wastewater Treatment Facility was originally built in 1985 and has undergone major improvements over the years. The facility utilizes both aerated and non-aerated digesters that are part of the activated sludge process to provide biological treatment of the wastewater. The facility has a design treatment capacity of 24 million gallons a day (MGD) through the plant, and additional untreated flow can be pumped to the flow equalization basin. The plant routinely faces bypassing and sanitary sewer overflow issues during wet weather periods and this piece of equipment is currently non-operational. The plant's ability to treat organic and solids loads (biochemical oxygen demand and suspended solids) is an important aspect of the program within the facility that includes activated sludge basins and aeration equipment. The activated sludge process and operations are hampered during this period while this clarifier is offline. The rehabilitation of the North Digester clarifier will get this process in line and give the plant the needed capabilities to deal with the sludge. All existing equipment will be replaced. AMA was selected as the Engineering firm under a Work Authorization because of the emergency equipment failure. Staff followed the City of Joplin's Procurement Policy in bidding out this project and G&G Construction was the apparent low bidder.

FUNDING SOURCE
Wastewater fund. Equipment Replacement as part of an Appropriations Adjustment of the FY 2020-2021 Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving a construction agreement on an Emergency basis due to public health concerns associated with sanitary sewer overflows, and equipment replacement, being an ordinance relating to a public improvement, it is an emergency

within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: G&G Construction Company, Inc. Address: 641 E. Java Carthage, MO 64836	
Attention:		Attention: CURTIS GARNER	
Department:		Phone: 417-358-7898	Fax: 417-358-7699
Phone:	Fax:		

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, 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:

Turkey Creek WWTF North Sludge Thickener Rehabilitation

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 240 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. 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 maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Two Hundred Thirty-Nine Thousand Dollars & 00/100 ($239,000.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. 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 $1000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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. Bid
g. Statement of Bidder's Qualifications
h. Acknowledgment

i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Two Hundred Thirty-Nine Thousand & 00/100 DOLLARS ($239,000.00), 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. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. 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.

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

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 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. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for 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. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

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

By: _____

David Hertzberg, Public Works Director

BID TABULATION

PROJECT: TURKEY CREEK WWTF NORTH DIGESTER THICKENER
DATE OF BID OPENING: 15 APRIL 2021

CONTRACTOR	TOTAL BASE BID & ALT'S
G&G Construction, Inc.	239,000.00
McClanahan Construction Co., Inc.	251,000.00
Branco Enterprises, Inc.	258,000.00
Encompass IDBO, LLC	329.837.00
ENGINEER'S ESTIMATE	300,000.00

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

April 16, 2021

Mr. Lynden Lawson
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri - Turkey Creek WWTF North Sludge Thickener Rehabilitation

Dear Mr. Lawson:

Please find enclosed herein:

- A copy of the tabulation of bids and bid sign in sheet.
- Copies of the contract documents.
- A copy of the bid documents from G&G Construction Company.

The bids submitted April 15th, 2021 on the above referenced project have been reviewed and we have confirmed that G&G Construction Co. Inc. of Carthage, Missouri is the apparent low bidder. G&G Construction Co. has indicated that they intend to contract with the City to construct the project. G&G Construction Co. is not presently debarred or suspended, they appear capable of obtaining all necessary bonds and insurance, and they have performed similar work in the past.

It is our recommendation that the City award the construction contract to G&G Construction Co. in the amount of $239,000.00 for the wastewater treatment facility rehabilitation project. This includes $27,700.00 for add alternate one which will repair and repaint the tank interior. If the City concurs with this recommendation, please fully execute and return three (3) copies of the contract documents to our office.

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.

COUNCIL BILL NO. 2021-133 ORDINANCE NO

AN ORDINANC authorizing the City of Joplin to enter into an agreement with G&G Construction Inc., in the amount of Two Hundred Thirty-Nine Thousand and 00/100 Dollars ($239,000.00) for construction services associated with the Turkey Creek Wastewater Treatment Facility North Digester Thickener on behalf of the City of Joplin and 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 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020; and, containing an emergency clause.

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 G&G Construction, Inc., in the amount of Two Hundred Thirty-Nine Thousand and 00/100 Dollars ($239,000.00) for construction services associated with the rehabilitation of the Turkey Creek Wastewater Treatment Facility North Digester Thickener on behalf of the City of Joplin; 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, 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 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing appropriations by the total amount of Two Hundred Thirty-Nine Thousand and No Cents ($239,000.00).

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 upon final approval and acceptance of G&G Construction's work under said contract, in substantial conformance with the attached work authorization, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, G&G Construction Inc., shall be paid from the Sanitary Sewer Fund.

Section 6. That the City of Joplin hereby declares that this Ordinance, approving a construction agreement on an Emergency basis due to public health concerns associated with sanitary sewer, and equipment replacement, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

COUNCIL BILL NO. 2021-133 **ORDINANCE NO**

Passed by the Council of the City of Joplin, Missouri, this_____day of

_____, 2021 by a_____vote.

ATTEST:

_____
Ryan D. Stanley, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-134
Agreement between the City of Joplin and G&G Construction, Inc

MEETING DATE
May 3, 2021

ORIGINATING DEPT
Public Works

ATTACHMENTS
CB 2021-134 Ordinance; Agreement between the City of Joplin and G&G Construction, Inc.; Bid Summary; Letter of Recommendation from Allgeier Martin and Associates, Inc.

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement with G&G Construction Company, Inc., for the expansion of the Turkey Creek WWTF Ultraviolet (UV) Disinfection in the amount of Three Hundred Four Thousand Eight Hundred Forty and No/100 Dollars ($304,840.00)

BACKGROUND
The Ultraviolet (UV) Disinfection building was placed in service in 2011 at the Turkey Creek Wastewater Treatment Facility. The UV system provides for disinfection of the plant effluent prior to discharge to Turkey Creek. The maximum allowable flow through the UV disinfection system is currently 24 million gallons per day (MGD). Additional hydraulic capacity is needed to reduce the frequency of sanitary sewer overflows (SSOs) and plant bypasses. Planned improvements to the UV disinfection facilities will increase the treatment capacity of the UV system by nearly fifty percent, to 35-MGD. The project will include the design of additional channels and piping and associated UV disinfection equipment.

Staff followed the procurement policy by bidding this item out and G&G Construction, Inc., was the low bidder. G&G Construction has done other construction projects at the Turkey Creek WWTF. CB 2020-135 was a Work Authorization with Allgeier Martin to do the Design for this project.

FUNDING SOURCE
FY2020- 2021 budget of the Wastewater fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving a work authorization on an Emergency basis due to public health concerns associated with sanitary sewer overflows, and equipment replacement, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
G&G CONSTRUCTION COMPANY, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: G&G Construction Company, Inc. Address: 641 E. Java Carthage, MO 64836	
Attention: Mr. Lynden Lawson Assistant Director of Public Works for Operations		Attention: Curtis Garner	
Department: Public Works		Phone: 417-358-7898	Fax: 417-358-7699
Phone: 417-624-0820	Fax: 417-625-4738		

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, 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:

Turkey Creek WWTF UV Disinfection Expansion

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 200 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. 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 maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, http://insurance.mo.gov/industry/sovimmunity.php)

As of January 1, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Three Hundred Four thousand Eight Hundred Forty & 00/100 ($304,840.00) 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 $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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. Bid
g. Statement of Bidder's Qualifications
h. Acknowledgment

i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Three Hundred Four thousand Eight Hundred Forty & 00/100 ($304,840.00) dollars, 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. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. 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.

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

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 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. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for 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. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

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

By: _____

David Hertzberg, Public Works Director

BID TABULATION

PROJECT: Turkey Creek WWTF UV Disinfection Expansion
DATE OF BID OPENING: 21 APRIL 2021

CONTRACTOR	TOTAL BASE BID
G&G Construction Company, Inc.	304,840.00
McClanahan Construction Company, Inc.	334,940.00
Crossland Heavy Contractors, Inc.	393,940.00
ENGINEER'S ESTIMATE	350,000.00

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

April 22, 2021

Mr. Lynden Lawson
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri - Turkey Creek WWTF UV Disinfection Expansion

Dear Mr. Lawson:

Please find enclosed herein:

- A copy of the tabulation of bids and bid sign in sheet.
- Copies of the contract documents.
- A copy of the bid documents from G&G Construction Company.

The bids submitted April 21st, 2021 on the above referenced project have been reviewed and we have confirmed that G&G Construction Co. Inc. of Carthage, Missouri is the apparent low bidder. G&G Construction Co. has indicated that they intend to contract with the City to construct the project. G&G Construction Co. is not presently debarred or suspended, they appear capable of obtaining all necessary bonds and insurance, and they have performed similar work in the past.

It is our recommendation that the City award the construction contract to G&G Construction Co. in the amount of $304,840.00 for the wastewater treatment facility expansion project. If the City concurs with this recommendation, please fully execute and return three (3) copies of the contract documents to our office.

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.

COUNCIL BILL NO. 2021-134 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with G&G Construction Inc., in the amount of Three Hundred Four Thousand Eight Hundred Forty and No/100 Dollars ($304,840.00) for construction services associated with the Turkey Creek Wastewater Treatment Facility UV expansion on behalf of the City of Joplin 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.

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 G&G Construction, Inc., in the amount of Three Hundred Four Thousand Eight Hundred Forty and No/100 Dollars ($304,840.00) for construction services associated with the Turkey Creek Wastewater Treatment Facility UV expansion on behalf of the City of Joplin; true and accurate copy of said work authorization 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, by and on behalf of the City of Joplin.

Section 3. That upon final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Sanitary Sewer Fund.

Section 4. That the City of Joplin hereby declares that this Ordinance, approving a work authorization on an Emergency basis due to public health concerns associated with sanitary sewer overflows, and equipment replacement, being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage

Passed by the Council of the City of Joplin, Missouri, this_____day of

_____, 2021 by a_____vote.

ATTEST: _____
Ryan D. Stanley, Mayor

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2021-134

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for through this construction agreement.

_____
Leslie Haase, Director of Finance

COUNCIL BILL NO. 2021-602 ORDINANCE NO.

AN ORDINANCE approving the applications of Joplin Disc Golf for the 2021 Four -States Open and for KEG Media for the Mother Road Mayhem for utilization of FY21 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds and containing an emergency clause.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and have recommended to the Council that certain festivals, celebrations, events, and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the applications of Joplin Disc Golf for their 2021 Four-States Open in the amount of Seven Thousand Five Hundred dollars ($7,500), and KEG Media, Mother Road Mayhem, July 9-11, 2021 in the amount of Fifteen Thousand dollars ($15,000), stipulated as $5,000 towards social media, $3,000 towards print marketing, and $4,000 towards other promotional efforts, with a “not to exceed” amount of $3,000 available for City services, such as parks fees/personnel and security, for utilization of Fiscal Year 2021 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau, and, in accordance with Ordinance No. 2000-148.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient funding is available in the CVB Fund, Accounts No. 105-4080-560-7505 to pay the grant amounts awarded.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2021-602 - Approves the Joplin Convention & Visitor Bureau's grant funding distribution for FY21 relating to special events, festivals, and celebrations.

MEETING DATE:

May 3, 2021

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards

SUMMARY REQUEST:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) grant distribution for FY21 special events, festivals, and celebrations. Funding comes from a portion of the Occupational License Tax (JCVB Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by City of Joplin voters on November 7, 2000.

BACKGROUND:

The purpose of this JCVB grant program is to assist qualified organizations with the promotion of tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-For-Profit and For-Profit organizations may apply
- Events must be held between November 1, 2020 & October 31, 2021
- Events must be held within 20 miles of Joplin city limits
- Events must be open to the general public

With the uncertainty of holding events in 2021, the Joplin Convention & Visitors Bureau Advisory Board did not review all grant applications during their July meeting as normal, but rather allowed organizations to assess their events, adjust according to health concerns, then submit their applications over 6-months. The Advisory Board then meet with grant applicants at the appropriate monthly meeting and made grant selections and allocations. The two grant applications herein were reviewed and selected at the January 19 and March 19, 2021 meetings, respectively. From each applicant, the board listened to a 5-minute presentation followed by a 5-minute Q&A period. Each board member received digital copies of all applications in advance of the meeting.

In their review, the board took into consideration many factors including, an events tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal, and community development.

Applications are worth a total of 100 points with a minimum of 60-points required to receive funding. Each board member individually scored the applications, the hi/low scores were removed, then all were ranked by the average score received. Scoring criteria included: Ability to increase event attendance, ability to attract new visitors to Joplin (from 70-miles+ (one-way) outside the market and retain a visitor in this area for at least 3 hour), ability to generate overnight stays, marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Following the scoring and ranking of all applications, the Advisory Board discussed each application and made final funding decisions.

FUNDING SOURCE:

CVB Grant Funding is from a dedicated portion of the CVB's annual budget.

RECOMMENDATIONS:

The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following grant funding recommendations:

1. Joplin Disc Golf, Four State Open, October 1-3, 2021 in the amount of Seven Thousand Five Hundred dollars ($7,500).
2. KEG Media (of Fort Smith, Ark.), Mother Road Mayhem, July 9-11, 2021 in the amount of Fifteen Thousand dollars ($15,000), stipulated as $5,000 towards social media, $3,000 towards print marketing, and $4,000 towards other promotional efforts, with a "not to exceed" amount of $3,000 available for City services, such as parks fees/personnel and security.

In total, these recommendations represent Twenty-Two Thousand Five Hundred dollars ($22,500) from the budgeted FY21 grant program.

Staff recommends approval of this council bill on an emergency basis.

ATTACHMENTS:

Council Bill No. 2021-602

Grant Applicant

Tuttle, Patrick

From: KEG Media <info@keg-media.com>
Sent: Thursday, March 4, 2021 7:48 PM
To: Tuttle, Patrick
Subject: Mother Road Mayhem Event Proposal
Attachments: Mother Road Mayhem Event Proposal.pdf; 3DS5470-M2742131 Certificate of Insurance.pdf

Patrick,

Please see attached proposal for our event we would like to host July 9-11, 2021 at Landreth Park. This is my first time doing this as I usually throw our events with all of my own funding and funding from sponsors. If I am missing anything or if you need more details please let me know. I am also attaching a copy of a past event insurance policy.

--

Thanks,
Robbie Bryant | KEG Media
11209 Woodland Dr. Fort Smith AR 72916

P: 479-452-2626 | W: http://keg-media.com | Facebook: kegmedia |
Instagram: kegmedia | YouTube: kegmediatv

Automotive Renderings - Business Cards - Flyers - Brochures Websites - Logos - Screen Printing - Full Color Banners
Graphic Design - Posters - Decals - Signs - More!

SPECIAL EVENT PROPOSAL

Committee Members
Robbie Bryant / Keg Media
Keena Bryant
Antonio Alexander
Ashley Alexander

Organization Name: Keg Media
Event name: Mother Road Mayhem
Event Promoter: Robbie Bryant 479-420-0671 info@keg-media.com
Address: 11209 Woodland Dr. Fort Smith, AR 72916
Office Phone: 479-452-2626
Website: www.keg-media.com
Social Media: Instagram @kegmedia Facebook.com/kegmedia Youtube.com/kegmediatv
Grant Request: $25,000+
Event Dates: July 9th-11th, 2021
Event Location: Car Show at Landreth Park, Parade Downtown Joplin Saturday Night

Greetings,
Thank you for taking the time to read and consider our proposal for what we know will be a remarkably successful event. My name is Robbie Bryant, and I am the Owner of Keg Media. At Keg Media we pride ourselves on being the Industry Leaders in Custom Truck Design. We design and market many custom truck and car builds from all over the country that debut at the SEMA Show in Las Vegas each year. Besides automotive design, we throw some of the best and most successful Car and Truck Shows in the Country. We are applying for a grant as we would like to Host a custom car, truck and bike show in Joplin, MO July 9-11, 2021 and each year thereafter. We will be making this event free to spectators which will make it even bigger. We project 400-500 vehicles the first year which will translate into a large amount of Hotel Revenue. We estimate over 500 room nights in the first year. We are not a non-profit. This is a for profit event by our company.

Below are some details on each of our others events.

Slamily Reunion, Fort Smith AR

Slamily Reunion was started in 2009 by myself and my Wife, Keena. It was been a successful event for the past 12 years and we were presented with a "Hometown Hospitality Hero Award" in 2013 by the City of Fort Smith for our 2012 Event for the economic impact the event has on the city. Please see article here:
https://fortsmithcvb.wordpress.com/2013/03/11/hometown-hospitality-hero-robbie-bryant-owner-of-keg-media-and-founder-of-slamily-reunion-3/
The very first year our event was nominated for show of the year and came in 2nd in the voting by Trucking Magazine for all events throughout the country in 2009. Each year our event showed growth both in out of town visitors and spectators.

Orange Beach Invasion, Orange beach AL

Orange Beach Invasion is now in it's 5th year. This show continues to grow and grow. It's hosted at The Wharf in Orange Beach AL and many consider it one of the best shows in the country for all types of custom vehicles. This show brings in participants as far away as Canada and California. We will many condos and hotels in the area often booking them up and having to add more throughout the year as Host Hotels. Our spectator count is north of 35,000 people.

Lifted Truck Nationals, Branson MO

Lifted Truck Nationals Truck Show and Parade is now in it's 6th year and is hailed as the best all lifted truck show on the planet. It's held at the beautiful Branson Cedars Resort on a former 9-hole golf course. Participants come from all over the country and Canada. Last year we had over 700 trucks and over 15,000 spectators. This event is a huge success in the Branson area and extends their season another weekend as we host it the weekend after Labor Day each year. Cabins and Hotels all around the event book up quick.

Grant funds would be applied to the following areas

$5000 Social Media Ads
$7500 Print Media (flyers, posters, etc)
$5000 Awards/Prizes
$2000 Event Signage & Banners
$4000 Attending out of state events to market our event (Booths, Entry, Hotel)
$3000 Live DJ with Sound Rental
$750 Kids Entertainment (bounce houses, etc)
$2000-$3000 Misc Services with Park/City/Sanitation
$1000 Golf Cart Rental
$1000 Misc Show Supplies
$4500 Event Shirts
$550 Event Insurance
$1500-$2000 Tent Rental
Estimated Total Cost $38,500 - $40,000
50% of Total Budget to come from Grant

Marketing Plan

Our target demographic is men and women of all ages who enjoy custom cars, trucks and bikes. When we advertise on social media we target Men and Woman 21-55 as we have found a vast majority of our attendees at our other events fall within this category with 21-35 year old males being the dominate demographic.

We will advertise with print media (flyers) at major car shows all around the country to get car/truck owners interested in our event. My company's Instagram has 120,000 followers and we use it for marketing as well. I would say that 99% of our followers are into custom cars and trucks.

We will attend and set up booths at some of the major car shows we attend to promote our event.

Examples of past event advertisements/artwork





LIFTED TRUCK NATIONALS

OFFROAD TRUCK SHOW AND PARADE
Sept 11th-13th, 2020

PRESENTED BY AMERICAN FORCE

HOSTED BY ROAD ARMOR



Branson CEDARS RESORT Location
769 HWY 86
RIDGEDALE, MO 65739

OFFICIAL LIFT MCGAUGHYS
OFFICIAL TIRES FURY TIRES
OFFICIAL DETAIL PRODUCT RENEGADE PRODUCTS

Friday Night Parade of Trucks
sponsored by AMERICAN FORCE

Lifted TRUCKS, UTVs & JEEPS!

LiftedTruckNats.com

Awesome Rides
Food & Drink
Unique Vendors
Family Fun

Top 75 AWARDS+
Many Specialty Awards

COVERAGE BY DIESEL WORLD · LIFTED TRUCK LIFE

Registration
$60 Day of Show
(includes 2 weekend passes)
Friday Noon to 6pm
Saturday 8am to 5pm
Sunday 9am to noon

Truck Show Hours
Friday Parade-8pm
Saturday 9am-5pm
Sunday 9am-4pm

Spectator Entrance
$10 One Day Pass
$20 Weekend Pass
Kids 12 & under FREE

Branson CEDARS RESORT Location
769 HWY 86
RIDGEDALE, MO 65739

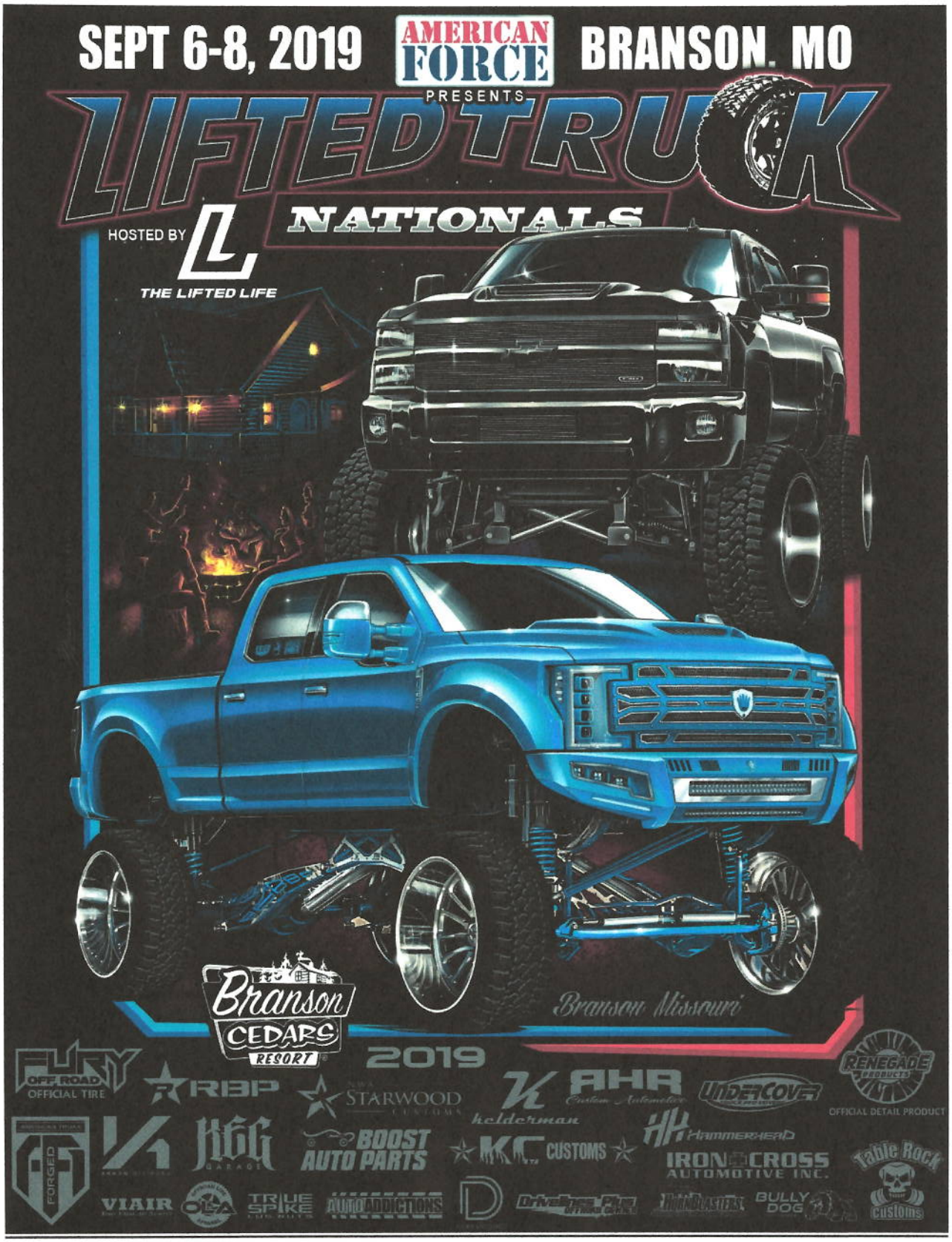
Sponsors/Giveaways
IRON CROSS AUTOMOTIVE INC. · HAMMERHEAD · UNDERCOVER · AMERICAN FORCE · BULLY DOG · HORNBLASTERS · McGAUGHYS SUSPENSION PARTS · AUTO ADDICTIONS · VIAIR · MHH MONSTER RIDES INC. · KEG GARAGE · LAB BUILT

Lots of Product Giveaways

ON-SITE CABIN RENTALS



call 417-544-9051
For Show/Vendor Info
Robbie 479-452-2626
Michael 417-544-9051
info@KEG-Media.com


SEPT 6-8, 2019
AMERICAN FORCE
PRESENTS
BRANSON, MO
LIFTED TRUCK
NATIONALS
HOSTED BY
THE LIFTED LIFE
Branson Missouri
Branson CEDARS RESORT
2019
FURY OFF ROAD OFFICIAL TIRE
RBP
STARWOOD CUSTOMS
kelderman
AHA
UNDERCOVER
RENEGADE PRODUCTS
OFFICIAL DETAIL PRODUCT
HAMMERHEAD
BOOST AUTO PARTS
KC CUSTOMS
IRON CROSS AUTOMOTIVE INC.
Table Rock customs
VIAIR
TRUE SPIKE
AUTO ADDICTIONS
BULLY DOG


LIFTED TRUCK
NATIONALS
OFFROAD TRUCK SHOW AND CRUISE
PRESENTED BY
AMERICAN FORCE
HOSTED BY
ROAD ARMOR
SEPT 7TH-9TH, 2018
www.LiftedTruckNationals.com
BRANSON
MISSOURI
OFFICIAL TIRE OF LIFTED TRUCK NATS!
FURY OFF ROAD
SPECIALTY FORGED
BB BOOST-BARS
Kelderman
Table Rock Customs
#WECUTHERE
Driveline Plus
KEG
BDS SUSPENSION
HAMMERHEAD
MW CUSTOMS
RBP
UNDERCOVER
IRON CROSS AUTOMOTIVE INC.
FUSION BUMPERS
OLA
KC CUSTOMS
AHA Custom Automotive
BODYGUARD TRUCK ACCESSORIES
STARWOOD


RENEGADE PRODUCTS PRESENTS
SLAMILY
REUNION
2020
FORT SMITH • ARKANSAS
AUG 21-23-2020
KAY RODGERS PARK
KEG
DIGITAL GARAGE
Cambered
CUSTOMS
BREEDEN
AUTOMOTIVE GROUP
Solo
CLASSIC
ARKANSAS' LARGEST CUSTOM CAR TRUCK & BIKE SHOW!!!


11th Annual
SLAMILY REUNION
2019
AUGUST 17th - 18th
KAY RODGERS PARK - FORT SMITH, ARKANSAS
www.FortSmithCarShow.com



Car Show

Top 100 Awards

Custom Made Specialty Awards

Top 5 Bikes Top 10 Unfinished

$500 CASH
Club Participation

Biggest Show in Arkansas!

Awesome Rides Unique Vendors

Food & Drink

AFTER PARTY!!!

Family Fun

ROOSTERS
On The Avenue

Official After Party

Saturday Night 10pm-2am

Downtown Fort Smith

DRINK SPECIALS WITH EVENT WRISTBAND

Featuring DJ Get Low!

HOST HOTEL

(479) 434-5400

Ask for the car show rate!

KING OR 2 QUEENS $90

Comfort Inn & Suites

Registration

$50 Day of Show

(includes 2 weekend passes)

Friday 2pm to 8pm

Saturday 7am to 4pm

Sunday 9am to noon

Spectator Entrance

$10 day-pass

$20 weekend

Kids under 12 FREE

Must have Weekend Pass for After Party

Show Hours

Saturday 9am-6pm

Sunday 9am-3pm

For Car Show Info call 479-452-2626

or email info@KEG-Media.com

KAY RODGERS PARK
4400 MIDLAND BLVD
FORT SMITH, AR 72904

Find us on the web at
www.slamilyreunion.com
or follow us on Facebook

Sponsors

KEG FLO SLAM BMF Three Nine

Crank it Up $40 fee
Must Purchase a Weekend Spectator Pass
More Info 501.583.6800

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Will Maddux	
East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	PHONE (A/C, No, Ext): (530) 477-6521	FAX (A/C, No):
	E-MAIL ADDRESS: info@theeventhelper.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED Slamily Reunion Robbie Bryant 11209 WOODLAND DR. FORT SMITH AR 72916	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR Host Liquor Liability Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		3DS5470-M2742131	08/21/2020 12:01 AM	08/24/2020 12:01 AM	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
							Deductible	$ 1,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
Attendance: 3000, Event Type: Truck Show - Static(Parked) Only.

CERTIFICATE HOLDER

Kay Rodgers Park
4400 Midland Blvd
Fort Smith AR 72904

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Will Maddux

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MARKEL®

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Kay Rodgers Park 4400 Midland Blvd Fort Smith, AR 72904

A. Section **II** – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Joplin Disc Golf Club

16th Annual Four States Open

Project Manager: Andrew Jinks

Phone: 417.850.0166

2005 Rolla Street

Joplin, Missouri 64801

Email: andrewjinks12@gmail.com or officers@fourstateopen.com

Club President – Michael Cory

Phone: 417.621.8294

Website: www.fourstatesopen.com or Facebook: Joplin Disc Golf Club

Event Dates: 09/17/2021 – 09/19/2021

Location: McClelland Park, Joplin

Total Amount Requested: $19,450

FY21 JCVB Event Grant Application

Instructions:

- Applicants must complete and submit each section of the application to be qualified
- Applicants must include **BOTH** the questions and the answers in the application
- Section one (1) is made up of items that will be evaluated during the JCVB Staff Review
- Section two (2) is made up of items that will be scored during the formal presentation before the JCVB Advisory Board
- Point values for each question in section two (2) are highlighted in blue
- Applications must be typed, not handwritten

** Reminder (page 3, item 5): *The JCVB director reserves the right to refuse forwarding any application to the JCVB Advisory Board if the application is not completed within the required guidelines.*

EVENTS Application Section 1

Complete the following questions & include required documents:

- **Cover Sheet that includes the following items:**
  a. Organization Name
  b. Event Name
  c. Project Manager/General Manager Name
  d. PM/GM Phone Number
  e. PM/GM Email address
  f. Organization Address, City, State, Zip
  g. Organization Phone Number
  h. Organization President
  i. Website Address and all Social Media pages
  j. Total $ Amount Requested in Grant
  k. Event Dates
  l. Event Location

NOTE: "C" and "H" above will be required to sign the grant contract, unless otherwise indicated.

- **List of Committee Members or Board of Directors.**
  a. President – Michael Cory
  b. Vice President – James Childers
  c. Treasurer – Matt Shead
  d. Secretary – Nathan Honeycutt

- **Proof of Liability Insurance.**
  a. See Exhibit 5 for a copy of the current Joplin Disc Golf Club insurance policy. We renew this policy annually

- **IRS Determination letter of non-profit status (if applicable).**
  a. 26-3108568

- **Copy of Proposed Budget for Event that includes the following items:**
  a. Total Event Budget or Production Budget (for marketing) including items ***NOT*** covered by this grant
  b. Total amount requested in this application
  c. Percentage % of total budget represented by this grant request
  d. Indication of which items in the Total Budget are being submitted for funding approval
- See Exhibit 1

- **Copy of detailed Marketing Plan must include the following items:**
  a. All marketing activities locally and those taking place outside the 70-mile radius of Joplin for which funding has been requested
  b. Names of all publications, radio/television stations, web sites and additional media being used
  c. Costs, Ad sizes and flight dates
  d. Audience and demographics
  e. Indication of which items listed in the Marketing Plan are being submitted for funding approval
  f. Up to five (5) examples/samples of marketing materials, if available
  g. Sponsorship packet and/or letters of support

  NOTE: Following the grant review, this plan may need to be revised based on funding received.
- See Exhibits 2, 3, 4 – Exhibit 2 is the marketing plan. Exhibit 3 is the 2020 Four States Open Sponsor Packages. Exhibit 4 is the 2020 4SO flyer. 2021 items will be similar to 2020.

- **City of Joplin involvement** – describe any assistance from the City including.
  a. Grant or Sponsorship dollars
  b. In-Kind services such as manpower and use of city facilities
  c. Other services including sitting on planning committees etc
- Over the past decade, the JDGC has received CVB grants for the Four States Open, which greatly enhanced the quality and attendance of our event. The Joplin Parks & Recreation Department has always been a consistent help with installing and maintaining the courses at McClelland Park and Dover Hill Park along with recently installing youth and beginner courses at Schifferdecker Park and Humphrey Park. The JDGC can't say enough good things about the City's efforts to support disc golf.
- **Event Goal –** outline if this is a fundraiser, for-profit event or other for your business or organization.
- The goal of our annual Four States Open tournament is to both broaden the outreach of our sport to the general public and shine a spotlight on our parks and our town as a disc golf destination to the region. The Joplin Disc Golf Club slightly profits from the event, which is directly used for course and club

improvements, such as new baskets, tee pads, or supplies for each course. Money raised allows the club to hold free community events such as Disc Golf Day at the Park or host charity tournaments to raise money and food for local charities such as Soul's Harbor, Ronald McDonald House, and Relay For Life.

- Other
  a. If you have requested funding for anything not covered under the Eligible Expenditures section of the Guidelines (page 9), proved a detailed description of the item's cost, target audience, and any other information that might help the Advisory Board adequately assess the merits of your request.
  b. If application is for a **SPORTS EVENT**, please contact the Joplin Sports Authority to learn what support they can offer. The results of this conversation MUST be included in this section of what support JSA will be provided, if any.
- We have had recent discussions with the JSA and have a plan for them to provide certain equipment such as water jugs and pop-up tents to enhance our event.

EVENT Application Section 2:

This section will be scored during the formal presentation before the JCVB Advisory Board.

Limit this section to three pages typed, using a 12-point font. Single-sided documents on white paper. All questions MUST be answered. Indicate N/A if not applicable. Weighted point values are in **( )**.

1. **Describe your event clearly and concisely.** Include the following items in the description.
2. Name of event 16th Annual Four States Open
3. Dates of event (single day events are discouraged) 09/17/2021 – 09/19/2021
4. Location of event McClelland Park, Joplin MO (additional area courses)
5. How many years the event has taken place Sixteen
6. Description, objective and purpose of event The Joplin Disc Golf Club's annual Four States Open tournament continues to be the area's marquee disc golf tournament. We provide Joplin and the surrounding 4-State area with both a competitive and recreational disc golf event for disc golfers of all ages. McClelland Park is the ideal host disc golf course with 36 championship caliber holes across the Eagle and Lion 18-hole courses. The event has grown so large over the past decade that we have expanded into Neosho and Carl Junction but remain anchored in Joplin.
7. Target audience Recreational, amateur, and professional disc golfers
8. Where your attendee will be coming from (Joplin, Tulsa, Texas, St. Louis etc.) Entire Midwest Region, including the Four States, Texas, and Illinois; as well as nationally to many professional "touring" disc golfers.
9. Estimated number of attendees 270
10. Estimated number of room nights generated 100+
11. Estimated number of attendees that are day-trippers (from outside Joplin, but will not spend the night) 40% or less

EVENT Application Section 2 continued:

12. **Describe the specific projects or expenses for which grant funds have been requested.**

Be sure to include the cost of each item next to the description. These items should match the items indicated on the budget that was submitted with the application. Examples of eligible expenses include:

a. Brochures or other printed material – *include description of item, number of copies to be printed, size, black & white or color and where and how the material will be distributed. If costs exceed $3,000, 3 written bids must be included.*
   - Disc Golfer Magazine Advertisement: $450 for a 1/2-page color ad in the Summer 2021 issue. Disc Golfer Magazine is the official publication of the Professional Disc Golf Association and is distributed to all members of the PDGA. Past Four States Open ads have created a substantial amount of regional and national buzz as disc golfers take notice of our ads.
   - Facebook Advertising: $500 for sponsored ads to be shown on the popular social networking website using analytical data to only show to users who fit our search criteria.
   - PDGA.com Advertising: $500 for banner ads to be shown on the website for disc golf's governing body.

b. Materials for activities – *list all materials and cost for each. Describe the target audience for each activity and indicate where the activity will take place. If costs exceed $3,000, 3 written bids must be included.*
   - Videographer for all professional rounds - $2,500
   - Post-round production videos of professional disc golf players are becoming an increasingly popular YouTube way to promote the course, park, players, and community for an event. This request is for funds to bring in a professional videography crew to take pre-round aerial drone footage of our parks and video coverage of the lead group for each round the professional's play. Video production will include logo ads for the CVB and City of Joplin along with our main tournament sponsors each year.

c. Web site development and enhancement – *describe the purpose of the proposed web site or enhancements. Please provide copies of your proposal if the project exceeds $3,000. Web site funding is limited to a total of $5,000.*

d. Exhibit – *Indicate time frame of the exhibit, any special events planned around the exhibit and examples of successes with this exhibit in other venues.*
   - Landreth Park Disc Golf Course - $4,000
   - This new course would be an intermediate level course to be used by the tournament, allowing us to grow the event by up to another 90 players each year. Currently all courses played during the event have a skill level suited more for an advanced player or even professional player. We would like to get a course at more of an intermediate skill level within Joplin to accommodate the 90+ intermediate and recreational disc golfers which attend our event each year.

e. Entertainment – *Describe proposed entertainment and indicate target audience and proposed schedule for entertainment.*
   - Saturday Night Players Party - $1,000
   - The Saturday Night Players Party is the second-most important event for a disc golf tournament, after the actual tournament itself. Providing a free, casual place to unwind on Saturday night entices players to make plans to stay in town overnight and creates the springboard to bring them back next year to the event. Plans for the Players Party include a downtown Joplin event, historically at Blackthorn Pizza, an outdoor putting contest, live band, with numerous other activities. This style of player's party has been an exceptional success at other large events and continues to bring players back.

f. Prize money – *Describe any cash prizes given and the criteria for winning such prize.*

- $5,000 added cash for the Professional Division Payout to division winners.
- $1,000 to purchase baskets as prizes for Amateur Division winners
- $1,000 added cash to the Friday Doubles and Field Events
- $3,500 to be used to purchase players packs for all participants, in addition to other event money raised specifically for this purpose
- Professional Prize Money and Basket Prizes are the crux of what entices a disc golfer to travel to a disc golf tournament. With the large amount of added cash we are requesting, we expect this to bring in many of the touring professionals, up to 90 players (historically we expect around 50-70 professionals). This event will fall on a perfect weekend to boost attendance before these touring professionals move on to South Carolina the first weekend in October. Along with the players pack funds and the basket prizes requested, we believe attendance for our 16th Annual event will match or beat the best attendance for any tournament in the area. The Friday Field Events and Doubles Tournament is extremely successful each year in bringing players into town an extra day early, creating at least 20 additional room nights.

13. **Presentation, in which event was clearly and concisely explained** (30 points possible)
14. **Ability of event to draw a significant attendance in proportion with the dollar amount being requested** (15 points possible)
    - Describe the key points of your event that will create a draw attendees in.
    - Disc golfers, particularly those who travel and stay overnight at events, are interested in all the activities above and beyond the actual event. The Friday Doubles, Field Events, Player Check-In, and Saturday Players Party are components players have come to expect with the Four States Open and are main draws to players outside our immediate area, which show the Four States Open is an excellent multi-day event. The added cash to the professional division is expected to draw the nation's best disc golfers to our event. Providing the amateur players a well-rounded players pack is the main driver for bringing in large numbers of players. Expanding our event to use multiple area courses is another key draw as more players feel they are getting better value for their tournament entry.
15. **Ability of event to attract visitors from outside Joplin (from greater than 70 miles (one-way)), and retain then in the area for at least 3 hours** (20 points possible)
    - Describe how your event will draw people from outside the local market or attract new visitors to Joplin. This includes both overnight visitors and day-trippers; from 70+ miles (one-way) outside of Joplin and retain a visitor in this area for at least 3 hours.
    - Hosting a quality event brings back repeat disc golfers each year. With the continued success of the Four States Open, we can count on many of the attendees to repeat trips to Joplin. Our average is over 100 room nights for the past seven Four States Opens with an all-time high of 121 room nights and we expect 2021 to continue this growth trend. Reasons for the expected 2021 growth includes the improvements and redesign of McClelland Park, essentially making this a 'new' course that will attract additional interest. Also, annually we provide new activities for 3 days starting with the Field

Events and Friday Doubles tournament, followed by keeping disc golfers engaged in town on Friday night with the Player Check-In, and the excellent payouts for professionals and amateurs, which will keep everyone competitive throughout the duration of the event.

16. **Ability of the event to generate overnight stays (35 points possible)**

- Describe how this project will generate overnights stays in hotels within the Joplin tax-base (the origin of the grant funding). Detail the method that will be used to track out of town guests.
- Historically our event has averaged over 224 players and almost 100 room nights since moving up to the SuperTour A-Tier status. We continue to work with TownePlace Suites as our Host Hotel, working with them to secure a block of rooms for our players at a discounted rate. In order to track the number of room nights, we offer all participants who bring the JDGC a copy of their hotel receipt a $10 voucher for JDGC merchandise, which means annually we are giving away nearly $1,000 in our own merchandise to encourage stays in a Joplin hotel. Requesting copies of their receipts provides us documentation of what hotel all players stayed at during our event. Additionally, we have started posting a survey on the pre-registration webpage for our event each player must fill out.

Exhibit 1

16th Annual Four States Open Budget

September 17th – 19th, 2021 McClelland Park, Joplin, MO

Expenses	
Added Cash - Required for A-Tier *	$ 5,000.00
Players Packs For All Players *	$ 3,500.00
3 Baskets for Payout *	$ 1,000.00
Course Improvements *	$ 4,000.00
Friday Field Events Added Cash *	$ 1,000.00
Disc Golfer Magazine 1/2 Page Ad *	$ 450.00
Facebook Advertising *	$ 500.00
PDGA.com Advertising *	$ 500.00
Saturday Night Players Party Venue *	$ 1,000.00
Video Production Crew & Rights	$ 2,500.00
Innova CFR Discs ($7.5*100)	$ 750.00
Discraft Discs ($9*200)	$ 1,800.00
Trilogy Discs ($9*400) less $2,500	$ 1,100.00
Shirt or Polo ($6*200)	$ 1,200.00
Fly-Dry Towel ($10*200)	$ -
Custom Sharpie ($1*200)	$ 200.00
PDGA Sanctioning Fee	$ 75.00
PDGA $3 per player	$ 810.00
Hotel Vouchers	$ 800.00
Total Expenses	**$26,185.00**

74.3%

Projected Income	
Joplin CVB Grant	$19,450.00
Cash Sponsors	$ 5,000.00
PDGA $3 Per Player	$ 810.00
Total Income	**$25,260.00**

Surplus (Deficit) **$ (925.00)**

Estimated Attendance	**270**
Estimated Trophy Only	**35**

Exhibit 2

Detailed Marketing Plan for the 2021 Four States Open

Web: The Joplin Disc Golf Club has a large footprint online through the club website at www.fourstatesopen.com and the JDGC Facebook page. We will also use Facebook ads to target disc golfers that are currently using the world's largest social networking site. The club also utilizes many other regional club discussion boards, Facebook pages, and web sites to inform all area disc golfers about the annual Four States Open tournament. This includes posting the event flyer in all aforementioned places, as well as posting discussion topics and tournament information where applicable. The discussion boards and websites are key to informing non-local disc golfers of the event.

We also are requesting funding to continue with pdga.com website advertising, which will be kicked off June of 2021 for the 2021 4SO. This includes website banner ads and tournament result and live scoring webpage ads. We will continually monitor the webpage effectiveness to ensure we are reaching as many disc golfers as possible. Print Ads: The club will be running one full-page advertisement in Disc Golfer Magazine for the Summer 2021 issue. The PDGA Disc Golfer Magazine is distributed to all PDGA members and is the most effective print advertisement informing non-local disc golfers, particularly "touring pros" about the event. The main area the club requests funding is for the print advertisement in the Disc Golfer Magazine. The cost per advertisement in 2020 is $450, which is the basis for 2021 funding.

Flyers: The JDGC will be distributing the club printed event flyer to all the area disc golf clubs, along with posting the flyer at all local courses, and during all area tournaments. Flyers are a primary way of getting the tournament advertised, as they are posted at all Disc Golf Monkey events in the area. DGM is the main organizer of disc golf tournaments in the Four-State area. The flyer is also posted on the web, per the Web section above.

Exhibit 3

The Joplin Disc Golf Club Presents:

15th Annual Four States Open

A PDGA Sanctioned A-Tier Disc Golf Tournament
Friday – Sunday, September 18th – September 20th, 2020

Our Mission:

The Joplin Disc Golf Club is a Missouri Non-Profit Organization dedicated to promoting disc golf to the local 4-States community, as well as helping provide and maintain clean, safe parks through this family-friendly sport. Over the past decade our organization has held multiple free community events to teach individuals and families about the sport of disc golf. We also host annual charity fundraiser events, raising thousands of dollars for charities such as Soul's Harbor, Ronald McDonald House, and Relay for Life. We are excited to always serve and give back to our community.

Our Tournament:

Our annual Four States Open tournament is THE marquee disc golf event in the Four States area with players from all over the Central United States flocking to Joplin. Average attendance over the past three years has spiked up to more than 220 players annually. This year, the 15th Annual 4SO is again a Professional Disc Golf Association (PDGA) A-Tier event, which will draw players and spectators from the entire Midwest region. We are also including the courses in Neosho & Carl Junction, bringing our capacity to 360 players. The event continues to cover three days which add multi-night stays in Joplin for many of the participants. Additionally, we are providing Friday and Saturday evening entertainment in downtown Joplin. The JDGC is also partnering with the Joplin Convention and Visitors Bureau and the Joplin Parks and Recreation Department for an even larger advertising reach to increase visibility for this event.

Our Sponsors:

We strive to see our sponsors benefit from the generous sponsorship/advertising dollars that are invested in our tournament. Tee signs placed at McClelland Park in Joplin, Morse Park in Neosho, & Kellogg Lake Park in Carthage remain current for one full year, September through September, showing the rather extensive disc golf community our contributors. We continue to offer a Sponsor Benefit which rewards any disc golfer with free or discounted merchandise through our club for paid receipts showing business transactions with any of our 2020 sponsors. Additionally, our monthly club meetings can be held at the location of one of our prior year's sponsors. The JDGC is firmly committed to giving back to our sponsors and the community that supports disc golf as richly as ours does.

Please contact any of the club officers at officers@fourstatesopen.com if you have any questions or wish to become a sponsor. The deadline for logos is approximately 4-6 weeks before the event. Checks can be made payable to Joplin Disc Golf Club. Thank you for your consideration in partnering with the JDGC to make this a great event for the city of Joplin and the surrounding Four States region.

15th Annual Four States Open
Sponsorship Packages

Ace Sponsorship: **$1500.00 & up**

- Event acknowledgment as title sponsor, ex. 15th Annual Four States Open presented by [your business name here]
- Name placement in all media
- Opening page, full-page advertisement in Player's Book
- 2 exclusive banners (to be hung on each end of the course during tournament)
- Title sponsor print on specialty discs
- Year round tee sign advertisement as event title sponsor for the Four States Open (27 signs with your name on each one)

Clubhouse Sponsorship: Provide either lunch or evening entertainment for all participants (food and location are negotiable)

- Logo on Event Discs (All players receive multiple free discs, each with your logo)
- 1/2 page advertisement in Player's Book
- Exclusive "Sponsors" Banner
- All Birdie Sponsor Benefits

Tri-City Sponsorship: **$400.00 & up**

- Teesign sponsor at three courses in Joplin, Carl Junction, & Carthage
- Logo on Event Discs (All players receive free discs)
- 1/2 page advertisement in Player's Book
- Exclusive "Sponsors" Banner
- All Birdie Sponsor Benefits

Best Value Covering Three Cities in our Region!!!

Birdie Sponsorship: **$150.00 & up**

- Year Round Individual Tee Sign Advertisement
- Business recognition in Player's Book
- Logo on Event Banner
- Event acknowledgment

Most Popular Option

Par Sponsorship: **$75.00 & up**

- Logo on Event Banner
- Event Acknowledgement

Exhibit 4


Four States Open
SEP 19 - 20, 2020
Joplin, Carl Junction & Neosho, MO
4SO
PDGA A/B TIER
Pools:
Pool A - All Pro (90 Cap)
Pool B - All Adv (90 Cap)
Pool C - All Int, Rec, JR (90 Cap)
Entry Fees:
A-Tier
$80 - MPO
$55 - FPO
$55 - All Other Pros
** Must be current PDGA Member
Pre-registration closes
at 8 PM on 9/18
Host Hotel is Townplace Suites (https://bit.ly/39pO1VR)
$89 per night for a Q or Q/Q suite
$3,000 Added
Cash to Pro Divisions
Friday Doubles, Skill Shot
& Mini Golf With
$500 Added Cash!!!
Flex Start - 10 AM @
McClelland Park
-Players Pack for all Ams
-Free disc with each night stay in
Joplin hotel
B-Tier (All AMs Receive a Players Pack)
$55 - Advanced
$50 - Intermediate
$40 - Rec & Junior (TROPHY ONLY
w/Bonus Players Pack Item)
** Add $10 if not current PDGA Member
** $5 Discount for current JDGC Members
Pre-registration closes at 8 PM on 9/18
Courses:
LEG - McClelland Lion/Eagle Crossover
EAGLE - McClelland Eagle Course
LION - McClelland Lion Course
NEO - Morse Park North in Neosho
CJ - Lakeside Park in Carl Junction
P/M - Players Meeting @ Course
JOPLIN PARKS AND RECREATION DEPARTMENT
2020 Four States Open Schedule - Subject To Change
Friday, 9/18
10 AM - 6 PM
Pool A
Pool B
Pool C
Doubles Tournament and Field Events @ McClelland Park 10 AM Flex Start
Saturday, 9/19
9:00 AM
P/M
P/M
P/M
9:30 AM TEE
LEG
NEO
CJ
2:30 PM TEE
LEG
CJ
NEO
Sunday, 9/20
TEE TIMES
EAGLE [BLUE PADS]
MA1 - EAGLE [BLUE PADS]
All Others - LION [RED PADS]
LION [RED PADS]
JOPLIN CONVENTION & VISITORS BUREAU
joplin disc golf club
jdgc
Register @ dgscene.com/2020_4SO

Exhibit 5

Capitol Indemnity Corporation
P.O. Box 5900, Madison, WI 53705

COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS

TRANSACTION TYPE: Renew
ENDORSEMENT #: 000

POLICY NUMBER	POLICY PERIOD	AGENCY/PRODUCER CODE
CP02211733-07	03/13/2019 - 03/13/2020 *12:01 A.M. Standard Time at the address of the insured stated herein.*	07181

NAMED INSURED AND ADDRESS	AGENCY/PRODUCER
JOPLIN DISC GOLF CLUB, ANDREW JINKS DBA 2005 Rolla St Joplin, MO 64801-1389	American Family Brokerage, Inc. 6000 American Pkwy Madison WI 53783-0001

Form of Business: Individual

Business Description: Disc golf club

General Aggregate Limit (Other Than Products-Completed Operations)	$ 2,000,000	
Products-Completed Operations Aggregate Limit	$ 2,000,000	
Personal And Advertising Injury Limit	Excluded	
Each Occurrence Limit	$ 1,000,000	
Damage To Premises Rented To You Limit	$ 100,000	Any One Fire
Medical Expense Limit	Excluded	Any One Person

Location of all Premises You Own, Rent or Occupy: SEE ATTACHED LOCATION FORM SCHEDULE CICG 176

Classification	Code No.	Premium Basis	Rate Pr/Co	Advance Pr/Co	Premium Other
SEE ATTACHED COMMERCIAL GENERAL LIABILITY SCHEDULE CICL 043					

Balance To Meet Minimum	$ 36.00
TOTAL ADVANCE PREMIUM	$ 250.00

THE LIABILITY PREMIUM BASIS OF THIS POLICY IS SUBJECT TO AN AUDIT. ADDITIONAL PREMIUM MAY BE DUE.

FORMS AND ENDORSEMENTS: SEE COMMERCIAL GENERAL LIABILITY COVERAGE PART FORM SCHEDULE CICL 044

COUNTERSIGNED 02/07/2019 By _____
Authorized Representative

CITY OF JOPLIN
AGREEMENT FOR LATERAL POLICE OFFICER
FOR PAYMENT OF RECRUITMENT INCENTIVE

EMPLOYEE'S NAME: _____DATE: _____
Print: (FIRST MI. LAST)

RECRUITMENT INCENTIVE:

I, _____, understand that I am being employed by the City of Joplin Police Department as a Police Officer and I meet the following guidelines to be considered as a lateral police officer:

1) Have successfully passed the Missouri Peace Officer License Exam and have received my Missouri Peace Officer License and/or,
2) Have previously worked in the position of Police Officer for a law enforcement agency in the last 5 years and meet the Missouri eligibility requirements to undergo the Missouri Police Officer Licensing Exam and/or,
3) Currently enrolled and attending a Missouri P.O.S.T. approved law enforcement academy

And that upon being hired by the City of Joplin, I am eligible to participate in the City of Joplin's Lateral Police Officer Recruitment Incentive Program. The recruitment incentive program offers a $5,000 payment to eligible lateral police officers for being hired by the City of Joplin. I understand that to receive the $5,000 payment, I must meet the following requirements:

1. Complete a City of Joplin application for employment, and
2. Complete all stages of the LATERAL police officer hiring process, and
3. Complete all In-House Academy training, and
4. Complete all required phases of the Field Training Officer (FTO) program.

And, as a condition of receiving the recruitment incentive payment, I will commit to two (2) years of full-time employment for the City of Joplin as a Police Officer. If I do not fulfill my commitment of two (2)

years of full-time employment, I will be required to forfeit any accrued leave balances to offset any financial obligations based upon a pro-rated amount of the remaining commitment.

I have read this agreement in full and understand the requirements, terms and conditions set forth herein.

I hereby elect to: (check one)

☐ - Elect to participate and receive the $5,000 recruitment incentive program payment following the completion of all terms and conditions.

or

☐ - Elect NOT to participate and will not receive the $5,000 recruitment incentive program payment.

_____ _____

Employee's Signature Date

On this _____ day of _____, 20__ before me, a notary public, personally appeared _____ to me known to be the person described in and who executed the above contract, and acknowledged that the person executed the same as a free act and deed.

_____ _____

Notary Public Signature Date

Council Bill No. 2021-603 ORDINANCE NO.

AN ORDINANCE approving a Recruitment Incentive Program designed to attract police applicants; and containing an emergency clause.

WHEREAS, the City of Joplin has sixteen unfilled police officer positions, and six police officer retirements, pending in the year 2021; and,

WHEREAS, this program would allow qualified police applicants to receive an incentive upon successful completion of all police officer training phases to include the in-house academy and field training program; and

WHEREAS, this program would also allow a referral incentive for qualified City of Joplin employees who refers a police officer applicant that successfully completes all phases of the program; and

WHEREAS, this program allows for increased capability to recruit and retain qualified police officers.

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

Section 1. That the Recruitment Incentive Program, attached hereto as Exhibit A is hereby approved.

Section 2. That this Ordinance is an emergency within the meaning of Section 2.12 (3) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance is for any ordinance making an appropriation for the payment for current expenses of the city government; and shall take effect immediately upon passage.

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

Ryan D. Stanley, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

JOPLIN POLICE DEPARTMENT

HONOR COURAGE COMMITMENT SERVICE

CHIEF OF POLICE SLOAN A. ROWLAND

www.joplinpolice.org

PROPOSAL

Recruitment Incentive Program

RECRUITMENT INCENTIVE PROGRAM

Background

Over the last decade, the Joplin Police Department has experienced severe levels of attrition within its ranks. This has been due to terminations (both voluntary and involuntary), transfers to other city positions, and retirements. The police department has experienced a high turnover rate since 2012. The ability to recruit, hire and retain officers has also been a difficult and troubling task. Controversial events and the national rioting against law enforcement in 2020, coupled with a growing "defund the police" movement, has exacerbated the problem of hiring quality officers nationwide. While the Joplin Police Department is allotted 110 sworn officer positions, there are currently only 85 officers available for duty (3- light duty/injury, 5- in training, 1- in MSSU academy, 16- position vacancies).

Need for Lateral/POST Certified Officers

The Joplin Police Department is in dire need of officers who are P.O.S.T. certified (have their Missouri Peace Officer License) and/or have law enforcement experience from another agency and meet Missouri eligibility requirements to take and pass the Missouri Police Officer Licensing Exam. This is based on several facets:

1) The hiring process for police officers takes place over a 3-to-4-month time period in order to accommodate all phases of testing and hiring. The hiring process includes interviews, background investigation, polygraph and psychological examinations, as well as physical and drug screening processes.

2) Officers who do not have their P.O.S.T. certification and/or law enforcement experience at other agencies must attend a Law Enforcement Academy in the State of Missouri. The academy is a 600 hour training academy that is spread over a 5 month period that is equivalent to a full college semester. This is followed by a 7 week in-house training academy at the Joplin Public Safety Training Facility. Once this is complete, the trainee enters their field training and spend 16 weeks in "on the job" training, which is broken into 4 phases. Therefore, it takes a non-P.O.S.T. certified officer over a year before they are hired and fully trained in order to work as a solo police officer for the Joplin Police Department.

3) P.O.S.T. certified and/or employees with law enforcement experience only undergo the 7-week in-house academy, followed by their field training program, which can be shortened based upon their experience and aptitude. P.O.S.T. certified officers or applicants with prior law enforcement

experience may be available to work as solo officers in as little as 6-7 months (half the time of a non-P.O.S.T. applicant or applicants with previous law enforcement experience that have allowed their certifications to lapse).

4) P.O.S.T. certified applicants and officers who have previously worked in law enforcement bring certification and experience with them. Experience is crucial in a profession that consistently requires officers to make critical decisions, some of them being a matter of life and death, in a very short time frame. Certification also negates the need to send applicants through basic law enforcement academy training.

5) In addition to the 16 current vacancies, there are 6 planned retirements at the Joplin Police Department in 2021. This is in addition to additional officers who have given notice of their intent to pursue other career options in the near future.

6) Hiring non-POST certified applicants requires the City of Joplin to send those employees to a law enforcement academy. The city currently pays $7,791.98 for academy fees per employee.

PROPOSAL

Currently, staffing within the Joplin Police Department is at a critical stage. A new and unique manner of bringing experienced employees is needed to help solve this complex issue. The implementation of a Recruitment Incentive Program will help attract lateral applicants for the position of Police Officer, which is one of the most difficult-to-fill positions in the City of Joplin. This program would allow all city employees an opportunity to help promote the City by having an active role in attracting applicants to this organization.

Recruitment Incentive Defined

The proposal is comprised of two separate components, with one being aimed towards potential applicants and the other directed towards current city employees.

-Applicant Incentive

The applicant incentive offers a $5,000 payment to lateral police applicants who complete the following:

1) Complete a City of Joplin application for employment.
2) Complete all stages of the LATERAL police officer hiring process

3) Complete all In-House Academy training
4) Complete all required phases of the Field Training Officer (FTO) program.

Lateral applicants who wish to participate in this program will be required to enter into an agreement with the City of Joplin. The lateral applicant will be expected to maintain employment with the City of Joplin for a minimum of two years.

The current standards and practices regarding lateral police officers and their compensation level will remain the same. If a lateral applicant fails to maintain employment for the two year period, he or she may be required to forfeit accrued leave hours.

Upon implementation, current city employees whose employment with the City of Joplin is terminated will not be eligible for the recruitment incentive payment until one full year following their termination date. Those employees may reapply within the one-year time frame as a lateral applicant but will not be eligible for the recruitment incentive payment program.

-**Referral Incentive**

The proposed referral incentive is to motivate and reward current city employees to actively recruit applicants for the lateral police officer position. This would only be for lateral police applicants who have previous law enforcement experience, are Missouri POST certified, and/or are currently enrolled and attending a Missouri POST approved law enforcement academy. A referral incentive of $1,000 would be paid to the current city employee who recruits a lateral applicant only if the lateral applicant completes all requirements listed above. All city employees will be eligible (except for certain circumstances listed below under "restrictions") as this will be a force multiplier for the JPD recruiting team.

To evaluate the effectiveness of this program, it is recommended that a review of this program occurs on an annual basis. Should this program address the staffing difficulties of the Joplin Police Department, there may be point in time where this program is no longer needed and could be discontinued.

Eligibility

-Applicant Incentive:

-Any applicant who:

1) Currently has passed the Missouri Peace Officer License Exam and has their Missouri Peace Officer License
2) Has previously worked in the position of Police Officer for a law enforcement agency in the last 5 years and meets the Missouri eligibility requirements to take and pass the Missouri Police Officer Licensing Exam.
3) Currently enrolled and attending a P.O.S.T. approved law enforcement academy.

-Referral Incentive:

- All full-time employees (both exempt and non-exempt) are eligible to receive the recruitment incentive for the referral of a lateral (P.O.S.T. certified, prior law enforcement experience, and/or current academy student) applicant. Certain positions would be ineligible in order to maintain integrity within the program. Those positions are listed below under "restrictions"

-In order to receive the referral incentive, the lateral applicant must complete the following:

1) Complete a City of Joplin application for employment and,
2) Complete all stages of the lateral police officer hiring process and,
3) Complete all In-House Academy training and all required phases of the Field Training Officer (FTO) program.

Only one City of Joplin employee per applicant may receive the referral incentive. The referral incentive will only be paid to the first employee listed on the City of Joplin job application form (both print and online) in the referral source section. The lateral applicant must list the employee making the referral at the time of application as he or she cannot add that information after the application has been submitted and received. The referral incentive will only be paid after the lateral applicant completes all requirements of the applicant incentive (stipulations in the agreement). Eligible employees will be required to sign an agreement with the city recognizing their recruitment efforts and eligibility to receive the referral incentive payment. Employees will not be eligible for the referral incentive if the applicant is an immediate relative of that employee.

Restrictions:

As a matter of integrity and safeguards for the recruitment incentive program, the following restrictions are recommended:

1) Employees in the following positions shall not be eligible to receive the referral incentive:
    a. Chief of Police, Assistant Chief of Police, any Police Captain or other supervisor who has an active role in the vetting, interviewing and hiring recommendation process of prospective employees
    b. Any member of the Joplin Police Department recruiting team
    c. Any member of the Human Resources Department
    d. Finance Director
    e. City Manager & Assistant City Manager
    f. Immediate relative of the applicant
2) Background investigators shall not be assigned to investigate any applicant in which they have been listed as a referral source.
3) Polygraph examiners shall not be assigned to conduct polygraph examinations of any employee in which they have been listed as a referral source.

Legal

In order to be successful and compliant with laws and regulations, the recruitment incentive program detailed above was constructed and brought forth with the following legal issues in mind:

Article III, Section 39 of the Missouri Constitution states:

"The general assembly shall not have power: To grant or to authorize any county or municipal authority to grant any extra compensation, fee or allowance to a public officer, agent, servant or contractor after service has been rendered or a contract has been entered into and performed in whole or in part"

Additionally, an official opinion (opinion 72-1955) written by Missouri Attorney General John M. Dalton on June 14, 1955 states:

"The Constitutional provision prohibits the General Assembly from granting extra compensation, fees or allowances to a public officer, agent or servant after service has been rendered. Likewise, a government agency which derives its power and authority from the Constitution and laws of this state would be prohibited from granting extra ·compensation in the form of bonuses to public officers or servants after the service has been rendered."

Therefore, it is understood that "bonuses" in the State of Missouri are not legal and not authorized. However, the recruitment incentive program is not considered a "bonus". This reasoning is based on the following:

1) It is recommended that the compensation payment to a LATERAL applicant be made only as a condition of an employment contract entered into between the City of Joplin and the LATERAL applicant. If the contract specifically stipulates the requirements of the applicant and all of those requirements are achieved, then the applicant has fulfilled the obligations of the contract and are entitled to the contractual compensation listed, and no more. Any additional payment above what is listed in the employment contract could be considered a violation of the Missouri Constitution Article III, section 39.

2) The referral incentive for city employees is specifically based on a performance measure that must be clearly defined, outlined and disseminated to all city employees. We are asking for city employees to actively recruit people to come and work for the city of Joplin. If a city employee is active in recruiting employees for difficult to fill positions, such as a Police Officer, then that work, or performance, should be rewarded. But, as mentioned above, this would only take place after the applicant meets all of the prescribed and contractual requirements.

These two points are consistent with recent statements made by the Missouri State Auditor Nicole Galloway. In an audit report published in March of 2017, Auditor Galloway was quoted as saying "While the use of an incentive program may be allowable if implemented and executed appropriately, the absence of consistent documentation about performance goals to be met and the lack of defined objective criteria to determine the achievement of incentives gives the appearance the payments represent additional compensation for past performance". In a news article on this audit, Auditor Galloway was also quoted as saying "In other words, incentives are predetermined in an employment contract and have specific requirements to be met in order to receive payments. Bonuses reward extra compensation for work the employee was already expected to perform."

In addition, this exact program is currently being utilized by the City of St. Louis, however they have expanded the program to include other positions that have been deemed as "hard to fill". The City of St. Louis implemented this program in September of 2019 and in conversations with their personnel department, this program has been very effective and beneficial for their city.

Other cities also actively use their own form of recruitment incentives to attract Police Officer applicants. The following are only a few examples of what some other agencies in the State of Missouri currently offer:

- Hannibal Police Department- $2,000
- Excelsior Springs Police Department- $2,250
- Riverside Police Department- $10,000 (POST certified) & $5,000 (non-POST certified)
- Springfield Police Department
  - Employee who refers new officer with no experience: $500
  - Employee who refers LATERAL officer: $1,000
  - Springfield is also currently awaiting approval of sign-on bonus for police applicants. According to staff, it is anticipated this amount would be $10,000.

The City of Columbia has also implemented a different version of their own recruitment incentive program. Their program utilizes city funding to provide rent and down payment assistance to newly hired officers and firefighters (hard to fill positions).

Conclusion

The implementation of this recruitment incentive program is needed to help address growing issues with the hiring of police officers. This is an issue nationwide, not just in the City of Joplin. Providing additional compensation incentives will help attract experienced Police Officers to the City of Joplin. By

hiring officers with experience and their POST certification, it results in a major cost savings to the City of Joplin, it's citizens and taxpayers of Joplin. In addition, this program would comply with all legal requirements regarding additional compensation of government employees. It is anticipated that the Joplin Police Department will be able to attract talented and experienced officers and bring the agency back to full staff in a shorter amount of time.

CITY OF JOPLIN
AGREEMENT FOR LATERAL POLICE OFFICER
REFERRAL INCETIVE

DATE: _____

NAME OF CITY EMPLOYEE: _____

NAME OF RECRUITED LATERAL POLICE OFFICER: _____

REFERRAL INCENTIVE:

I, _____, hereby attest that I am an employee of the City of Joplin and am voluntarily participating in the Lateral Police Officer Referral Incentive program. I understand the terms of the Lateral Police Officer Recruitment Incentive program and meet all of the requirements set forth herein:

1. I am a current City of Joplin Employee and,
2. I am not employed as the City Manager, Assistant City Manager, Finance Director, a member of the Human Resources Department, a Police Captain, Assistant Chief or Chief of Police, or a member of the recruiting team of the Joplin Police Department and,
3. The active recruitment of city employees is not a primary job function of my current position and,
4. I Did not participate in any phase of the application review, background investigation, or polygraph examination of the Lateral Police Officer listed above and,
5. The Lateral Police Officer listed above did use my name in the Referral section of his or her employment application upon submitting the application to the city and,
6. The Lateral Police Applicant did not add my name after the application was submitted and,
7. I am not an immediate relative of the recruited Lateral Police Officer listed above.

I hereby attest that I actively recruited the Lateral Police Officer listed above and am entitled to receive a one-time payment of $1,000 for referring and recruiting this person to work for the City of

Joplin. I hereby acknowledge that I will only receive this payment once the Lateral Police Officer listed above completes all requirements and conditions set forth in the Lateral Police Officer Recruitment Incentive program, which includes the following:

1. Completes a City of Joplin application for employment and
2. Completes all stages of the Lateral Police Officer hiring process and
3. Completes all In-House Academy training and
4. Completes all required phases of the Field Training Officer (FTO) program.

Failure of the Lateral Police Officer to complete those requirements and conditions will disqualify me from receiving the Lateral Police Officer Referral Incentive payment of $1,000. I have read this agreement in full and understand the requirements, terms and conditions set forth herein.

_____ _____

Employee's Signature Date

On this _____ day of _____, 20__ before me, a notary public, personally appeared _____ to me known to be the person described in and who executed the above contract, and acknowledged that the person executed the same as a free act and deed.

_____ _____

Notary Public Signature Date

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-603– approving a Recruitment Incentive Program for police officer applicants.

MEETING DATE
May 3, 2021

ORIGINATING DEPT
Police Department

ATTACHMENTS
Recruitment Incentive Program Overview, Recruitment Incentive Program Agreement, Referral Incentive Program Agreement

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

SUMMARY
This Council Bill approves the adoption of a Recruitment Incentive Program for qualified police officer applicants.

BACKGROUND
The ability to recruit, hire, and retain police officers has become increasingly difficult in light of recent events nationwide. The Joplin Police Department has been affected by these conditions which are reflected in current staffing levels. Currently the police department has sixteen police officer vacancies with anticipation of six retirements this year alone, as well as additional vacancies expected. In an effort to hire qualified police officers who do not require basic law enforcement certification, we are proposing this recruitment incentive program. The hiring of these qualified police officer applicants would expedite the deployment of trained police officers in the community by reducing their training requirement by a minimum of six months. The referral incentive for City employees will also aid in recruiting efforts.

FUNDING SOURCE
Tis program will be funded by the public safety sales tax.

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.