JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 21, 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

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. Presentation Of Alternative Transportation
      The purpose of this presentation is to determine if there is interest in forming a partnership with Bird Scooters for the purpose of delivering alternative transportation. As a companion to the presentation a sample agreement has been attached. If there is support for a partnership, City staff will negotiate the final terms of the agreement with Bird Scooters.

      Documents:

      BIRD 2021_CITY PROPOSAL - JOPLIN, MO.PDF
      SHARED ACTIVETRANSPORTATION OPERATION AREEMENT - SCOOTERS JOPLIN 2020.PDF

   2. Presentation Of Smart Pavement Technology
      The purpose of this presentation is determine if there is interest in forming a partnership with Integrated Roadways for the purpose of delivering smart pavement technology. As a companion to the presentation a sample MOU has been attached. If there is support for a partnership, City staff will negotiate the final terms of the agreement with Integrated Roadways.

      Documents:

      INTEGRATED ROADWAYS PRESENTATION - JOPLIN, MO 060321.PDF

MEMORANDUM OF UNDERSTANDING TEMPLATE - JOPLIN V030521.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

    1. Downtown Joplin Alliance Update

    2. Capital Improvement & Public Safety Sales Tax Oversight Semi-Annual Report

    3. Semi-Annual Insurance Update: Segal

        Documents:

        BUDGET TO ACTUAL INSURANCE REPORT JUNE 2021.PDF

    4. Sales Tax Report

        Documents:

        JUNE 2021 SALES TAX REPORT.PDF

    5. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

    1. Minutes Of The June 7, 2021 City Council Meeting (Draft)

        Documents:

        JUN 7.PDF

    2. COUNCIL BILL NO. 2021-004
    AN ORDINANCE authorizing the City of Joplin, Missouri ("City"), a Missouri municipal corporation, to enter into agreements with Joplin Schools ("District"), a political subdivision and public school district of the State of Missouri, for the purpose of providing parking space for Memorial Hall; and authorizing the City Manager to execute said agreements by and on behalf of the City of Joplin.

        Documents:

        CB2021-004.PDF

    3. COUNCIL BILL NO. 2021-269
    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 including in District R-1 (Single Family Residential) property as described below and located 720 S. Minnesota Ave., City of Joplin, Jasper County, Missouri

        Documents:

CB2021-269.PDF

4. COUNCIL BILL NO. 2021-271
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District R-3 (Apartment House) and District C-3 (Commercial) property as described below and located 3320 & 3330 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB2021-271.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2021-138
AN ORDINANCE approving a Work Authorization AMA-PG21-001 with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Three Hundred Thirty Four Thousand and 00/100 dollars ($334,000.00) for professional engineering consulting services for the design of the rehabilitation of the parking garage at 6th Street and Virginia Avenue; 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:

AMA 6TH AND VIRGINIA PARKING GARAGE REHABILITATION WORK AUTHORIZATION SUMMARY SHEET.PDF
AMA 6TH AND VIRGINIA PARKING GARAGE REHABILITATION WORK AUTHORIZATION ORDINANCE.PDF
AMA 6TH AND VIRGINIA PARKING GARAGE REHABILITATION DESIGN AGREEMENT.PDF
WORK AUTHORIZATION AMA-PG21-001.PDF

2. COUNCIL BILL NO. 2021-140
AN ORDINANCE approving an amendment (Change Order No. 1) to the construction agreement with Joplin Industrial Electric Co. Inc., in the amount of One Hundred Twelve Thousand Three Hundred Thirty-Six and 15/100 Dollars, ($112,336.15) for the Turkey Creek WWTF Generator Replacement 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:

CB2021-140_COUNCIL BILL_TCWWTF GENERATOR_AMENDMENT TO CONSTRUCTION AGREEMENT.PDF
T CRK GEN REPL CHANGE ORDER NO 1.PDF
CB2021-140_SUMMARY SHEET_TCWWTF GENERATOR_AMENDMENT TO CONSTRUCTION AGREEMENT-CHANGEORDERNO1-.PDF

11. **Ordinances - First Reading**

12. **Ordinances - Second Reading And Third Reading**

13. **Unfinished Business**

14. **New Business**

    1. Boards & Commissions Appointments

    2. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, As Set Forth In Section 610.021 (1) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

Notice posted at 12:00 p.m. on this 17th day of June, 2021 (RSMo 610.020)

Ad Omnia Parata

Together we are ready for anything!

BIRD

Hello,
Joplin, MO

2021





What is Bird?

Bird is a last-mile, stand-up electric vehicle sharing company dedicated to bringing affordable, environmentally-friendly transportation solutions to communities everywhere.

Our mission is to get people out of cars and:



Solve the last-mile challenge by connecting more residents to transit options.



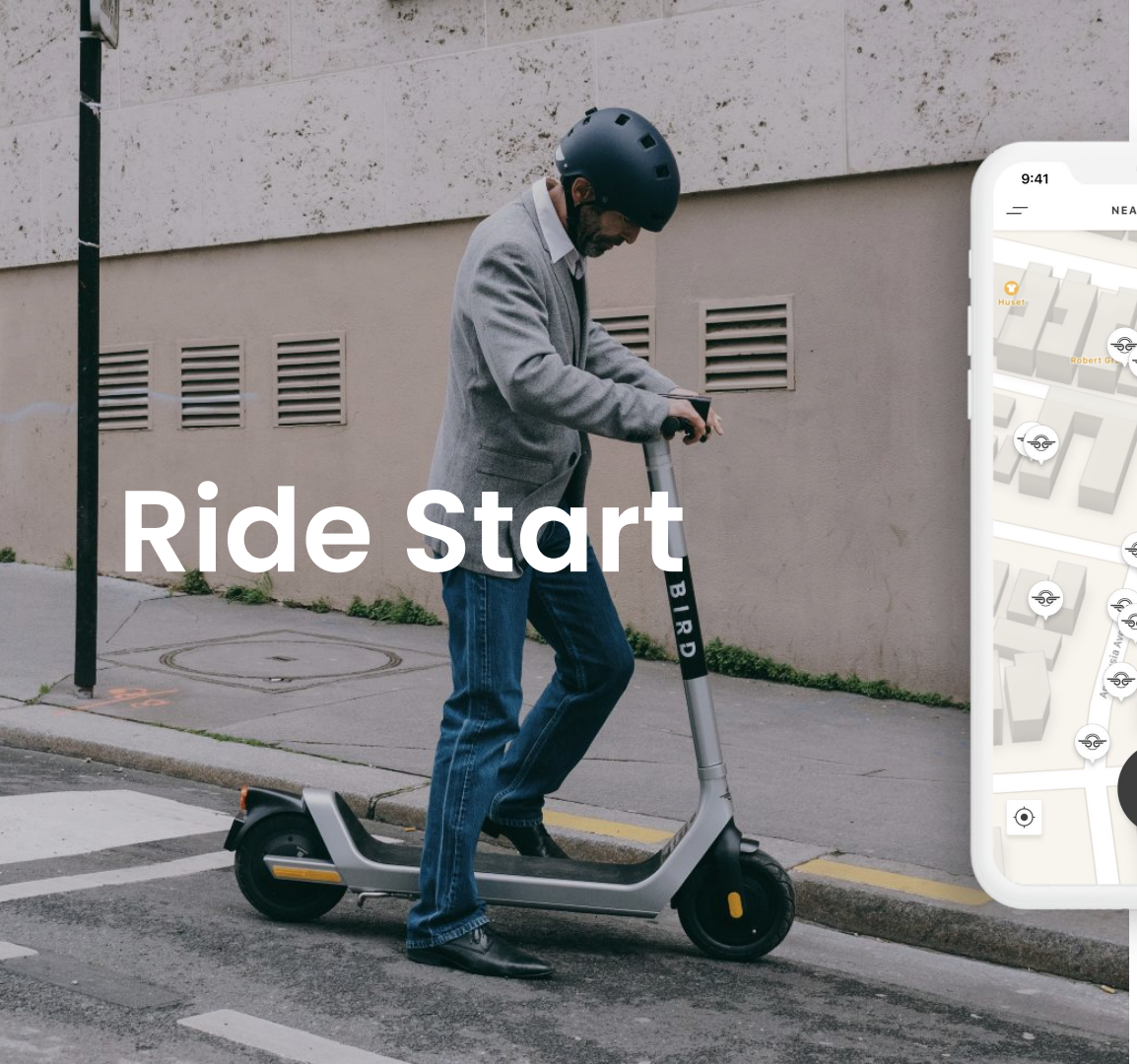
Reduce congestion and over-reliance on single occupancy car trips

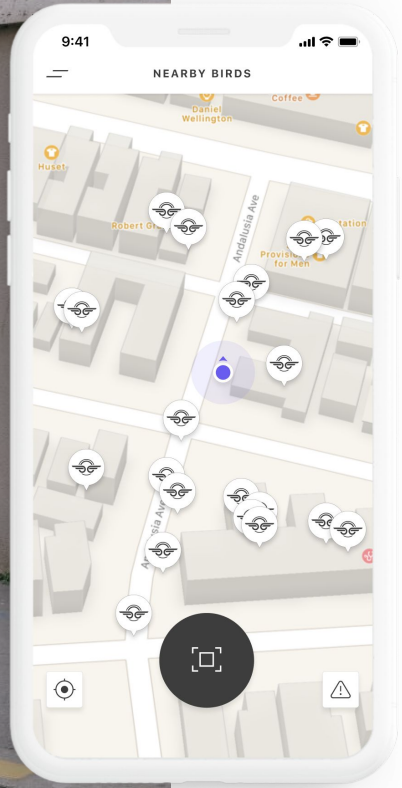


Improve air quality and reduce Greenhouse Gas emissions



Improve the overall quality of life in cities





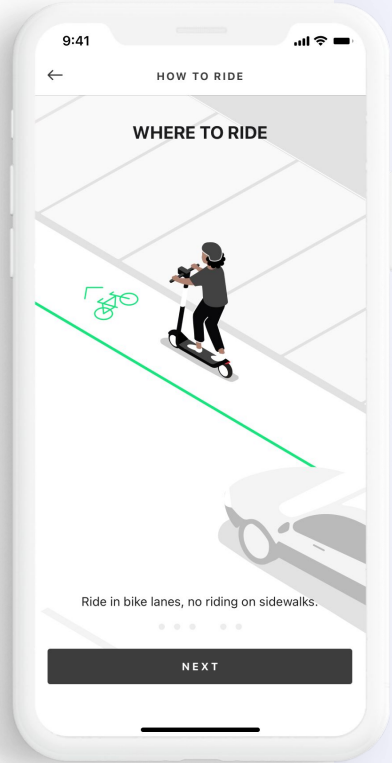
Find a Vehicle

If a scooter isn't immediately visible, riders can use the Bird app to find a scooter on the map. Riders can review battery charge levels, estimated ride distance as well as directions

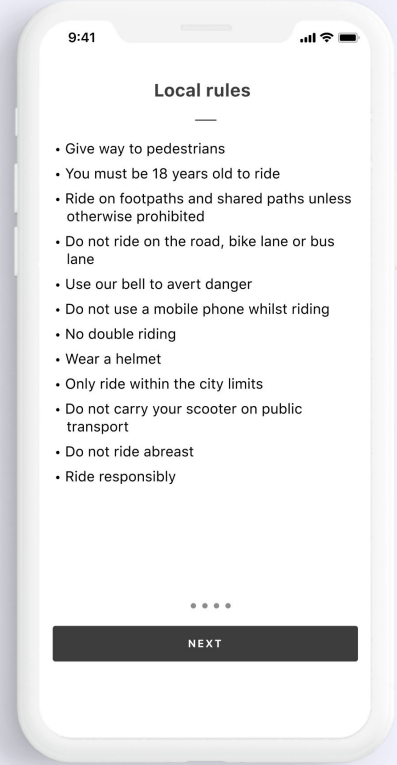
BIRD

Safety

All riders are required to review a tutorial on how to ride safely before they can start their ride



Safe Riding Tips



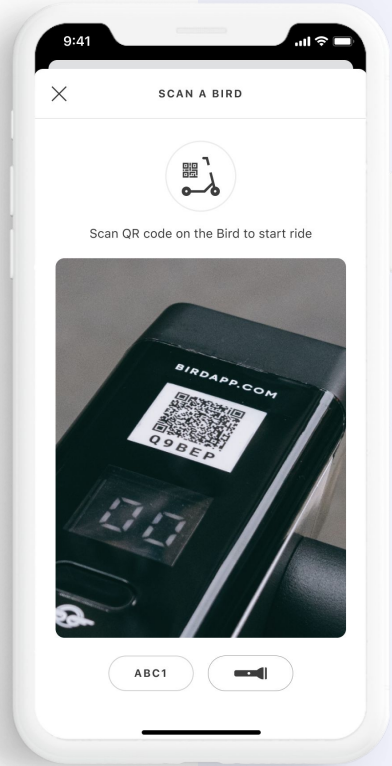
Local Rules

Local Rules

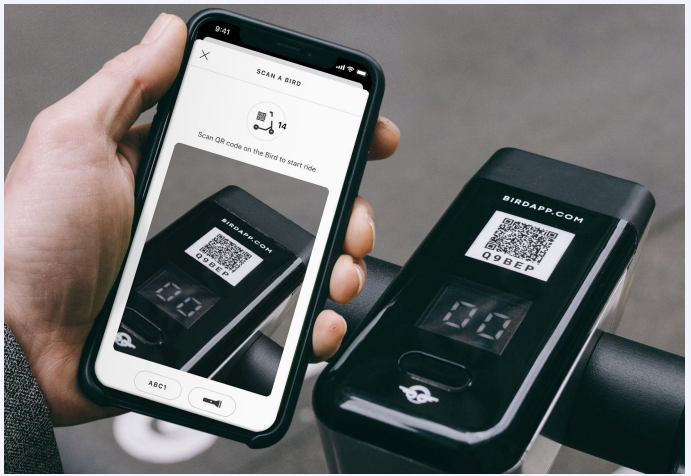
Local rules are customized for each market including specific information about parking and no-ride zones

Scan and go!

Once a rider is ready, simply scan the QR code on the top of the vehicle to start the ride and go!



Scan to Start



QR Codes
Every vehicle has a unique QR code and vehicle ID. Scanning the QR code unlocks the vehicle to start the ride

The Dockless Model

Riders follow local rules (like a bicyclist would).

Allows riders to have ultimate flexibility and ride anywhere within the designated ‘operating zone’.

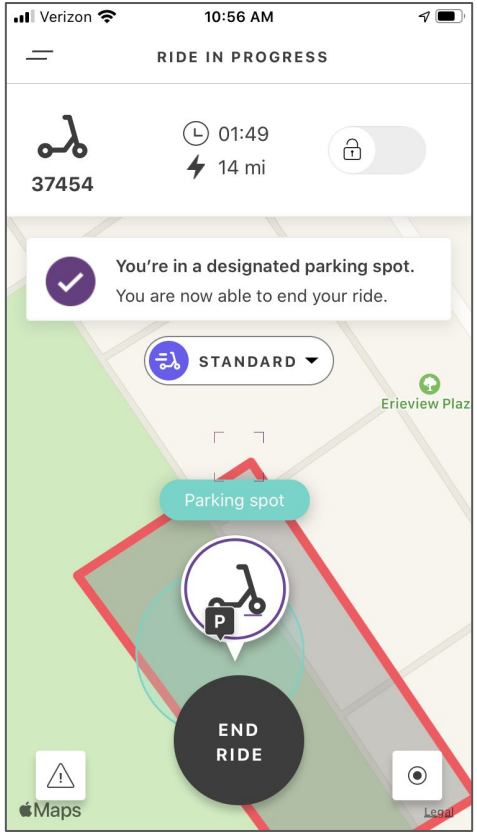
Follow prompts on the app and park in the ‘furniture zone’ out of the way of pedestrians and ensuring ADA compliance.

Vehicle waits for next rider or is moved by the ‘Fleet Manager’



Parking zones

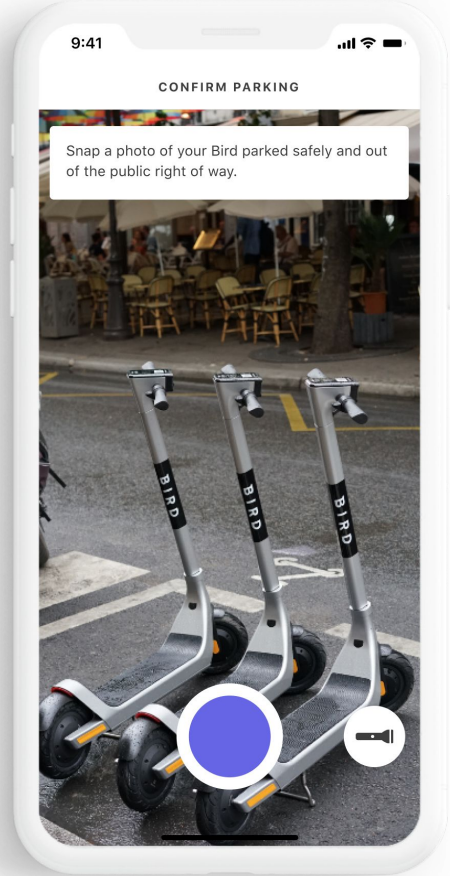
Bird can create designated parking zones within the app. If riders are not within a set zone they'll be directed to a nearby area where parking is permitted.



Parking Zone

Photo Proof

At the end of the ride, all riders are required to verify their vehicle is upright and parked properly.



End of Ride Photo

Our Approach

We partner closely with cities to design solutions that work for your community.

YOUR TEAM:

Sr. Account Executive

Account Manager

Locally hired Fleet Manager

Get to know each other:
Understand where Bird fits into the local transportation ecosystem.

Setting Expectations:
Align on how Bird can best serve your city based on city input and Bird data.

Operating Plan:
Decision to move forward and local operational partner outreach started.

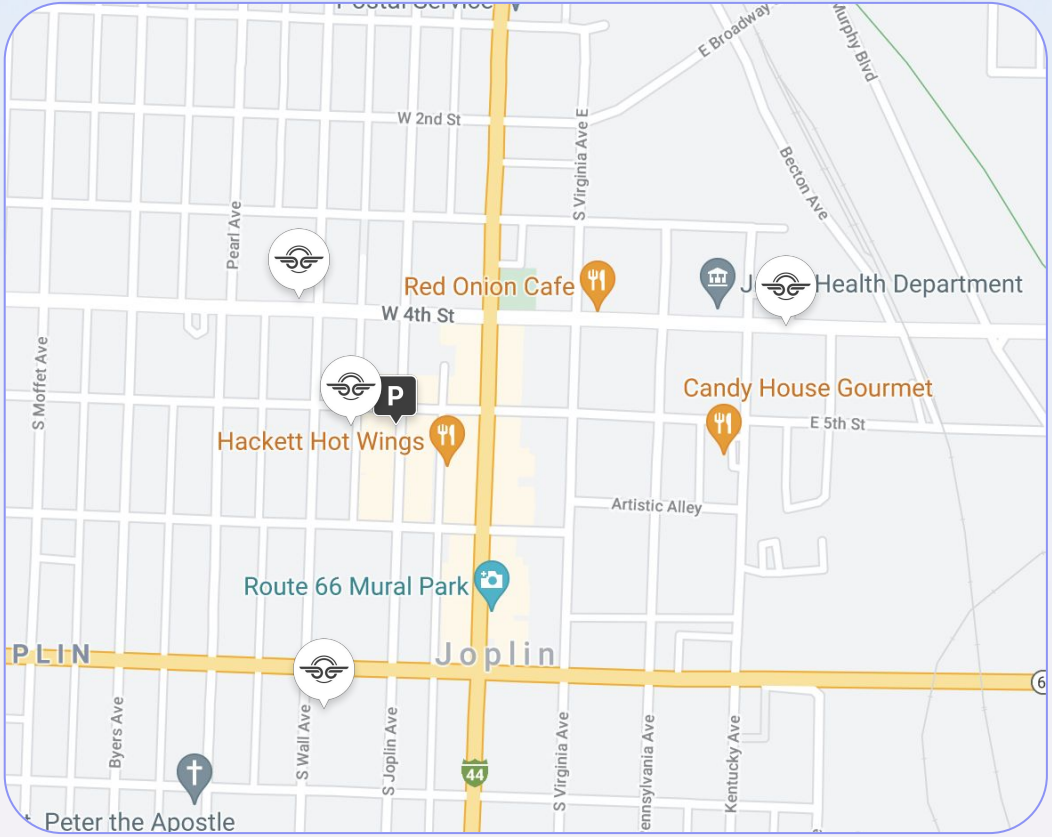
Launch Day:
Introduce a new transportation option to town.

Ongoing:
Your dedicated Account Manager will provide ongoing support and serve as your main point of contact for all city requests.

.

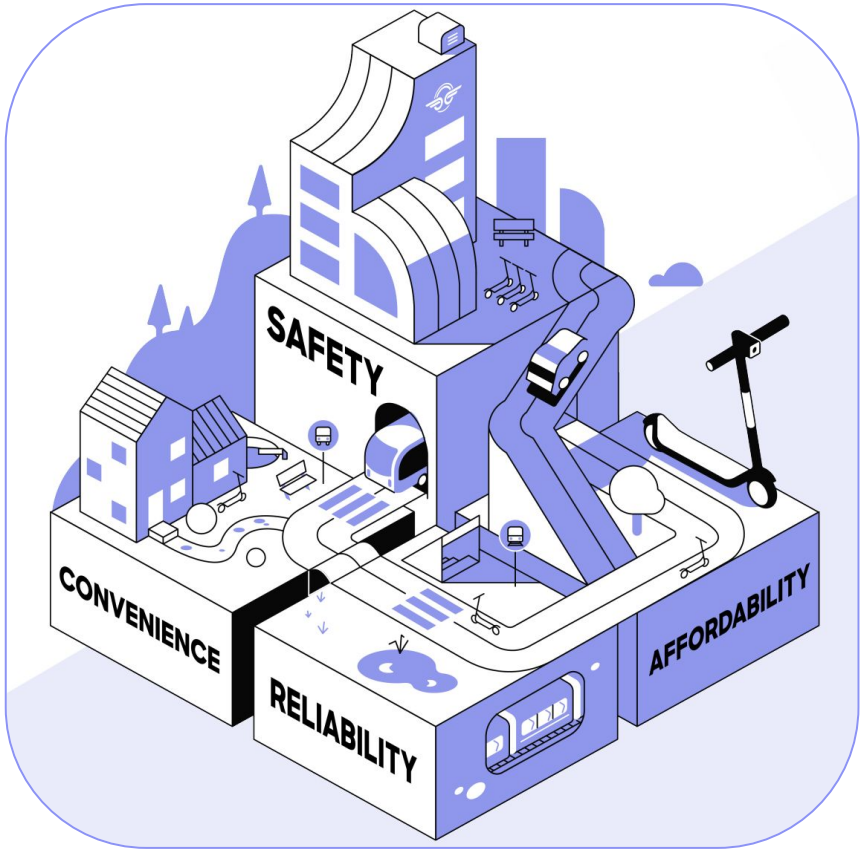
Joplin Proposal

- **Launch Date:** July 2021
- **Local Partner Onboarded:** Complete
- **Initial # of Vehicles:** 125
- **Active percentage:** ~70%
- **Example staging areas:**
  Downtown Core
- **Alternative staging example:**
  Missouri Southern State University Campus (contingent on approval)



Benefits

- **No cost** micromobility solution for the City with an appropriate fleet size - 125 scooters to start
- Revenue Sharing - $.10 per ride
- Provide a sustainable, open-aired transportation option
- Reduce congestion & carbon emissions
- Supplement bus and transit trips
- Alternative parking solution



Bird Scooter

BirdZero	
Braking	Drum Brake + Regenerative Brake
Lights	Front/Rear LEDs
Weight	44.66 lbs.



UNIQUE ID

8JHAK

SAFETY DECAL

Ride Safely

Helmet Required
License Required
No Riding on Sidewalks
No Double Riding
18+ Years Old

HELLO@BIRD.CO
1·866·205·2442

Localized Operations

We work with a **local entrepreneur** from the community to manage the fleet on the ground, and in exchange they earn money on each ride.

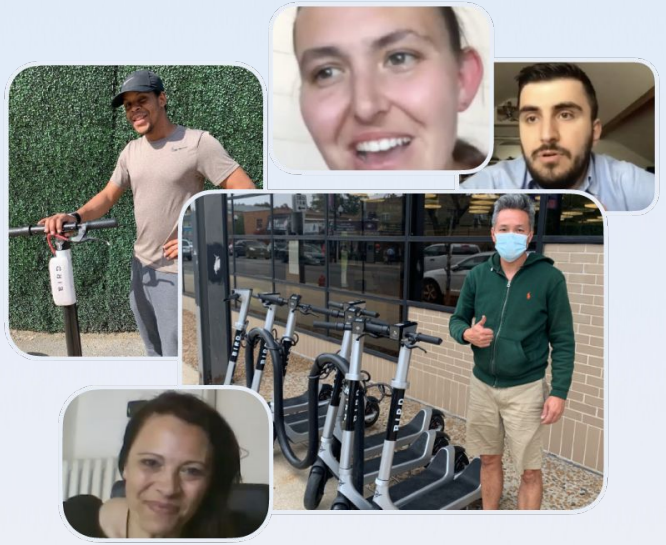
How cities benefit:

Local Touch:

- Deep community ties, local pride, and fast issue resolution
- Nuanced knowledge of where to deploy - equity zones, tourist locales
- Economic Opportunity

Backed by the Industry Leader:

- World-class technology & compliance tools
- Operational know-how
- Industry's Safest Vehicles



> "I like being my own boss, the flexibility of setting my own schedule and being able to hire my nephew because he also needed a job. I also like being part of the growing micromobility industry. It's in line with my values regarding city transportation solutions."
>
> *- Mark, Azbri Productions, Nashville*

The Local Impact

56%

of rides have connected to a local businesses

$70K+

average take-home earnings from local entrepreneurs partnering with Bird.

16%

more jobs accessible



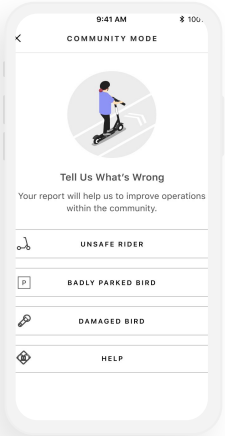
Customer Service

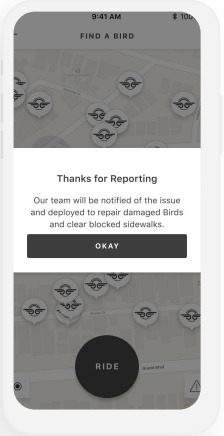
Available 24/7

Our customer service phone number along with our e-mail address are clearly displayed on each of our scooters to report any concerns or to ask questions.



Our **Community Mode** enables both riders and non-riders to notify Bird of improperly parked scooters directly through the Bird app.







Community Access

In order to bring sustainable transportation to more people in the communities where we operate—we've rolled out Bird's Community Pricing program.

Our **Bird Access** program is an option for low-income riders that offers five (5) 30-minute rides per day for only $5 a month for those who are enrolled or eligible for a government assistance program.

Our **Community Pricing** also offers 50% off rides to veterans, senior citizens and select community and non-profit groups.

Technology

World class innovative solutions designed for cities

Geo-fencing and Geo-Speed

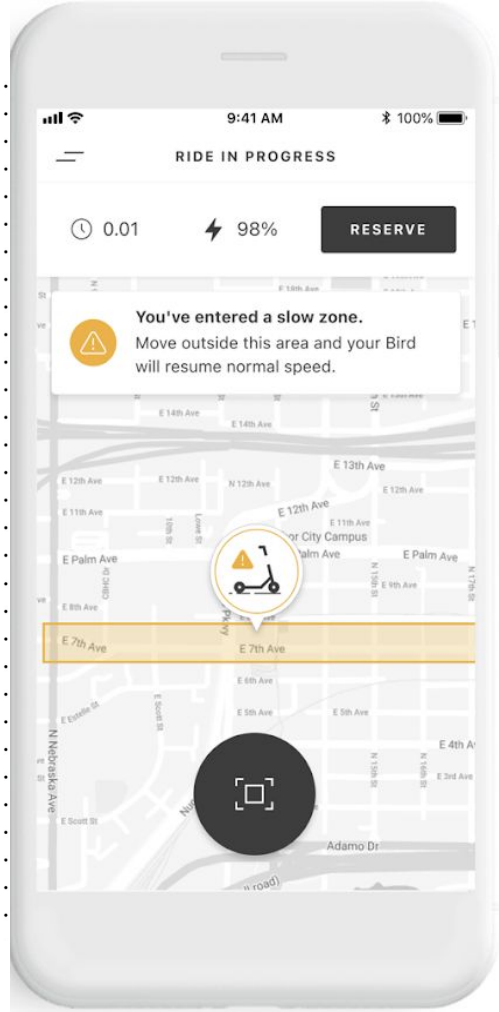
Control where and how the vehicles are used

Helmet Selfie

An industry-first feature that promotes safety and encourages riders to wear a helmet.

Parking Management

Bird offers a comprehensive suite of parking tools that bridges the gap between technology and infrastructure by both directing and incentivizing riders to park in city-designated areas.



Leading the way on

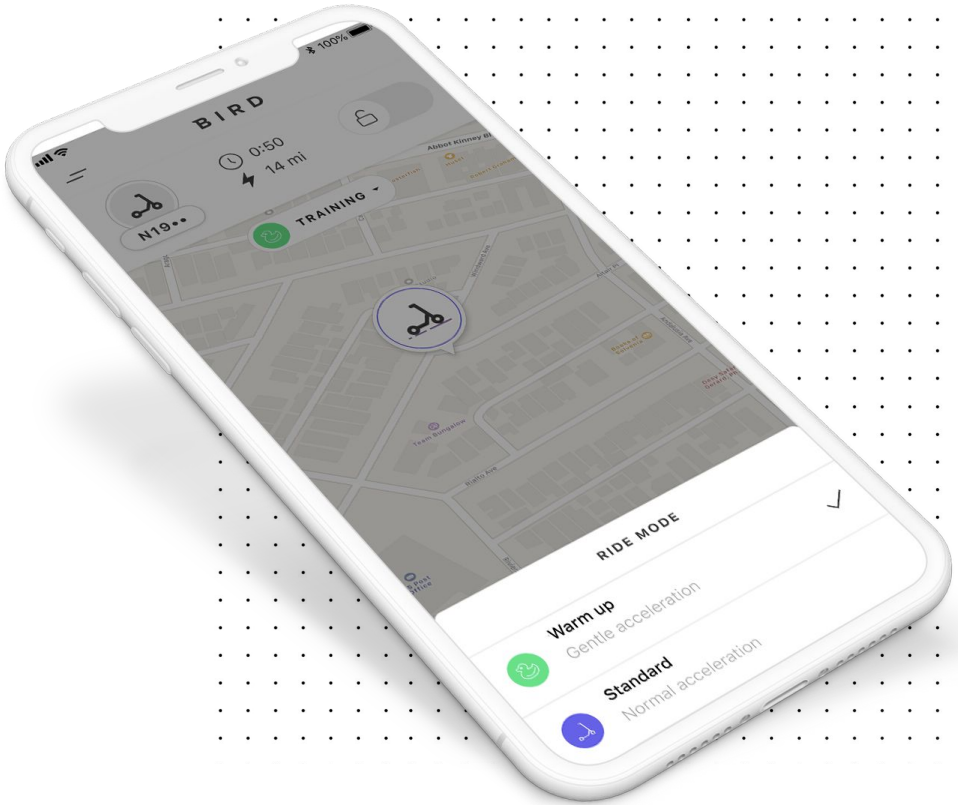
innovative solutions for cities

Warm Up Mode

This feature offers a gentle acceleration profile that helps users learn to ride safely and confidently.

Quick Start

An industry-first feature that automatically detects when a Bird is within range and offers riders the opportunity to unlock it with the tap of a button.



Furniture Zone Example



Thank you

Jeremy Lynch
Senior Account Executive
jlynch@bird.co

BIRD

INTERIM OPERATING AGREEMENT FOR IMPLEMENTATION OF A SHARED ACTIVE TRANSPORTATION OPERATION BETWEEN [COMPANY NAME] AND CITY OF JOPLIN, MISSOURI

THIS INTERIM OPERATING AGREEMENT (hereinafter "Agreement") is by and between the **City of Joplin, Missouri** (hereinafter "City"), a municipal corporation whose address is 602 S. Main Street, Joplin, MO 64801 and _____ (hereinafter "Company"), a corporation with the authority to transact business within the State of Missouri and whose registered agent address is _____, and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Company are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Company wishes to immediately implement its Shared Active Transportation Operation within Joplin corporate boundaries; and

WHEREAS, City wishes to allow for a low-cost transportation option for the City's residents and visitors including opportunities for transportation, recreation, and fitness; and

WHEREAS, Company's Shared Active Transportation Operation requires use of the City's right-of-way; and

WHEREAS, City is developing a comprehensive Shared Active Transportation Pilot Program with input from stakeholders, including Company, which shall provide a comprehensive framework for Shared Active Transportation Operations in the future; and

WHEREAS, The Parties understand that this Agreement will be an interim operating agreement that will be renegotiated in one (1) year at which time there will be more comprehensive requirements included;

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

Section 1. Scope of Agreement. The purpose of this Agreement is to establish interim rules and regulations governing Company's Shared Active Transportation Operation within the city to ensure that such Shared Active Transportation Operation is managed in a manner consistent with the safety and well-being of pedestrians, bicyclists, motorists, and other users of City's right-of-way.

Section 2. Term. This Agreement, unless earlier terminated as provided for herein, shall commence on the Effective Date and shall expire one (1) year thereafter. Notwithstanding the forgoing, this Agreement shall be terminated upon creation and adoption of a pilot program. Company, at the sole discretion of City, may have the opportunity to participate in the Pilot Program.

Section 3. Definitions.

(a) "*Company*" shall mean the entity owning the Shared Active Transportation, its agents, contractors (including independent contractors) and every individual or entity retained by the Company to gather, monitor, or maintain Company's Small Vehicles.

(b) "*Fleet*" shall mean all of Company's small vehicles in operation within City's corporate boundaries at any one time.

(c) "*Frontage Zone*" shall mean the area adjacent to the property line where transitions between public sidewalk and the space within building occurs.

(d) "*Furnishing Zone*" shall mean that portion of the sidewalk used for street trees, landscaping, transit stops, street lights, and site furnishing.

(e) "*Rider*" shall mean any person using the Small Vehicle.

(f) "*Shared Active Transportation*" shall mean a dockless network or system of Small Vehicles, placed in public right-of-way and for rent in short-term increments, that provides increased mobility options over short distances.

(g) "*Shared Active Transportation Operation*" shall mean Company's Shared Active Transportation as well as any incidental use or patronage thereof.

(h) "*Small Vehicle*" shall mean dockless scooters, e-scooters, skateboards, and other small wheeled vehicles designed specifically for shared-use and deployed by Company.

(i) "*Throughway Zone*" shall mean the portion of the sidewalk for pedestrian travel along the street.

Section 4. Company Responsibilities.

4.1. **Licensure**. Company agrees to enter into this Agreement as a condition precedent to receiving a business license from City, together with any other requirements necessary to conduct Shared Active Transportation in City. Company shall remain in good standing with City and State of Missouri through the course of the Company's Shared Active Transportation Operation in City.

4.2. **Contact Information for Public.** Company shall provide easily visible contact information, including a twenty-four (24) hour toll free phone number and email address on each Small Vehicle for use by members of the public to report safety concerns, complaints, or to ask questions.

4.3. **Contact Information for City.** Company shall also provide City with contact information of a locally-based manager/operations staff with decision making power who can respond to City requests, emergencies, and other issues twenty-four (24) hours a day seven (7) days a week.

4.4. **Time for corrective actions.** Company shall respond to public, Rider, or City requests for rebalancing, reports of incorrectly parked Small Vehicles, or reports of unsafe/inoperable Small Vehicles by relocating, re-parking, or removing Small Vehicles completely within two (2) hours of receiving written or oral notice. City representatives may relocate, re-park, or adjust incorrectly parked or unsafe/inoperable Small Vehicles without providing notice to Company.

In the event a Small Vehicle is not relocated, re-parked, or removed within the timeframe specified herein, or any Small Vehicle is parked in one location for more than seventy-two (72) hours without moving, such Small Vehicle may be removed by City personnel and taken to a City facility for storage at the expense of the Company. Notwithstanding the foregoing, City reserves the right to impound Small Vehicles that may impact with the health, safety, or welfare of City residents or visitors or is placed or operated in a manner that violates the terms of this Agreement without notice to Company and at the expense of the Company. The City shall not be responsible for any damage to any Small Vehicle impounded or taken into storage and City is under no obligation to safe-keep any such vehicles.

4.5 **Fleet size.** Company shall begin operations in Joplin, Missouri corporate limits with a Fleet of ten (125) Small Vehicles. During the term of this Agreement, Company may not reduce the size of its Fleet below ten (10) Small Vehicles without written notification to City, provided at least seven (7) days before the reduction is to occur. Company shall not increase the size of its Fleet beyond fifty (125) Small Vehicles without City's approval pursuant to Section 5 of this Agreement. However, City may deny a request to increase the Fleet size as described herein if in its sole discretion it determines that an increase would not be in the best interest of the public health, safety, or welfare.

4.6 **Consideration.** In addition to any taxes and fees imposed by City's Code of Ordinances to operate a business, Company shall remit a regulatory fee of two thousand five hundred dollars ($2,500.00), to be paid within thirty (30) days of the Effective Date, and a ridership fee of one dollar ($1.00) for each Small Vehicle in operation each day to City to defray various costs incurred by the City, such fees shall be remitted as follows:

One dollar ($1.00) per Small Vehicle per day with the total amount paid quarterly. Each payment shall be remitted to City by no later than thirty (30)

days after the end of a quarter. Quarters shall be considered three (3) month intervals within a standard calendar year.

4.7 **Parking Regulations.** Company acknowledges and agrees that Company is solely responsible for its Small Vehicles and ensuring they are in compliance with the following guidelines for parking Small Vehicles:

i. Small Vehicles shall not be parked in the street.

ii. Small Vehicles shall be parked in a manner so as not to block the Throughway Zone of the sidewalk, any curb ramp, any ADA ramp or access points, benches, fire hydrant, call box, or other emergency facility, or utility pole or box. At all times, the Small Vehicles shall be parked in a manner and location which ensures the Throughway Zone meets minimum ADA accessibility guidelines.

iii. Small Vehicles shall be parked upright on hard surfaces in the Furnishing Zone of the sidewalk, beside a bicycle rack, transit stops, or in another area specifically designated for Small Vehicle parking which does not inhibit access. If parked on a transit stop, then Small Vehicles shall be parked in a manner that does not impede on the ADA minimum standards for access to the bus, including a clear length of ninety-six (96) inches minimum and a clear width of sixty (60) inches.

iv. No Small Vehicle may be parked in a manner that obstructs a minimum width of forty-eight (48) inches of clear space on the sidewalk except in the Downtown Joplin Downtown district ("Downtown district"). Within the Downtown district, no Small Vehicle may be parked in a manner that obstructs a minimum width of sixty (60) inches of clear space on the sidewalk. Downtown District shall mean the area from A Street to 11th Street, from Pennsylvania to Wall Streets.

v. Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building or access to or from off-street parking lots or garages.

vi. Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.

vii. Small Vehicles shall not be parked in the Furnishing Zone directly adjacent to or within the following areas such that access is impeded:

a. Loading zones;
b. Disabled parking zones;
c. Street furnishings that requires pedestrian access (for example- benches, parking pay stations, bus shelters, transit information signs, etc.);
d. Curb ramps;
e. Entryways;
f. Driveways; and
g. Portions of transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, which would inhibit access.

viii. To the extent Company desires to park Small Vehicles in areas other than the public right-of-way, Company must first obtain the right to do so from the appropriate property owner, or public agency and shall communicate this right to Riders through signage approved by the respective entity and/or through a mobile or web application. To the extent Company desires to park Small Vehicles on city property other than right-of-way, Company must first obtain written consent granting the right to do so from the City or such other department or agency of the City who has authority to grant such rights.

4.8 **Monitors.** Company shall at its own expense initiate a program in City within thirty (3o) days of the Effective Date to run throughout the duration of this Agreement that enlists employees, contractors, volunteers, or any other person Company deems appropriate to monitor Small Vehicles and ensure compliance on behalf of Company with the Parking Regulations established in Section 4 of this Agreement.

4.9 **Notice.** Company shall provide detailed notice to all Riders by means of signage and through a mobile or web application that:

i. Small Vehicles within business districts are to be ridden only on streets, and where available in bike lanes and not on a Throughway Zone, sidewalks, or other areas designated by City to be closed for Small Vehicle Traffic.
ii. Small Vehicles cannot be ridden within City parks or on public trails.
iii. Small Vehicles are to be ridden to the right of street lanes and should offer the right-of-way to bicycles on bike lanes.
iv. Riders must wear helmets when riding Small Vehicles.
v. Riders must park Small Vehicles in accordance with the parking regulations in Section 4.
vi. Riders are required to take a photo whenever they park their Small Vehicle at the end of a ride.
vii. Riding responsibly is required.
viii. Rider cannot ride a Small Vehicle while intoxicated.
ix. Riders are at all times to operate the device in a manner consistent with City's Code of Ordinances and any other applicable laws.
x. Riders are subject to City's Code of Ordinances and will be subject to penalties and enforcement for operating the device in a manner which violates City's Code of Ordinances.

4.10 **Data Sharing.** Company agrees to provide data to City related to the utilization of Small Vehicles. Company will provide real-time data feeds via API, monthly reports, and upon request, to the City displaying trip information including but not limited to the following: Aggregated reports on system use, compliance, operations- including but not limited to parking complaints, crashes, damaged, or lost Small Vehicles, utilization rates, total trips by day of week and time of day, origins & destination information for all trips, trips per Small Vehicle by day of week and time of day, average trip distance, parking compliance at designated zones and at transit and bus stops, incidents of Small Vehicle theft and vandalism,

Small Vehicle maintenance reports, payment method information. Anonymized/de-identified demographic data, such as age cohort, gender, general trip purpose, etc., collected by Company shall be provided to City on a monthly basis, or upon request. Company shall make available to City any information from private entities related to requests for Small Vehicles not to be used or parked at a private location on a monthly basis, or upon request. Any data shared by Company with City will comply with Company's terms of service and privacy agreement with Riders and will not reveal proprietary information that puts at risk Company or its employees, agents, or Riders.

Applicants will be expected to comply with all data sharing requirements in order to remain compliant with this Agreement. City in its sole discretion may determine if Company has failed to comply with the data sharing requirements. Company's failure to comply may result in Default or Termination of this Agreement as described herein.

4.11 **Speed.** Small Vehicles which do not rely solely on human propulsion and are equipped with an electric motor that is capable of propelling the device shall be governed at a speed not to exceed fifteen (15) miles per hour on a paved level surface.

4.12 **Education and Outreach**. Company shall provide education to Small Vehicle Riders on City's existing rules and regulations, safe and courteous riding, and proper parking. Company shall provide this educational material to City for review prior to disseminating the information to Riders. Company shall also provide City-specific information through Company's mobile or web application that explains the terms of service, user instructions, privacy policies, fees, penalties, unexpected charges, and local management and operations contact information.

4.13 **Daily Removal.** Company shall halt its Shared Active Transportation Operation completely daily by dusk (CST). Small Vehicles shall remain inactive until dawn (CST) of the following day.

4.14 **Inclement Weather.** On days where inclement weather (rain or snow) is anticipated, Company will halt its Shared Active Transportation Operation completely. On days where snow is anticipated, Company shall remove its Small Vehicles from City rights-of-way. Company agrees to hold the City harmless for damage to Small Vehicles caused by City's snow removal operations and for any damage caused to City vehicles by improper location and removal of Small Vehicles.

4.15 **Environment.** Company shall embrace transparency in recycling efforts and recycle or otherwise dispose of Small Vehicles and Small Vehicle parts in an environmentally-friendly manner at end of life cycle.

Section 5. City's Obligations.

5.1 **Use of Right-of-Way.** City agrees to allow Company, its representatives, employees, consultants and contractors, non-exclusive use of those portions of the public right-of-way reasonably necessary for operation of Company's Shared Active Transportation Operation, but subject to the limitations imposed by the City's Code of Ordinances and the terms of this Agreement. The grant of this use shall not constitute a conveyance of any interest in the public right of way.

Notwithstanding anything herein, the Parties agree that City shall have the right to work within and restrict access to portions of the right-of-way, whether by its own forces or contracted forces.

5.2 **Approval.** City may, at its sole discretion, approve and permit reasonable increases to Company's Fleet based on utilization of the Fleet at three (3) or more rides per day until Fleet Size reaches fifty (50) Small Vehicles. City may deny any increase for more than fifty (50) Small Vehicles if City in its sole discretion believes that an increase is not in the best interest of the safety, health, or welfare of its residents or visitors.

Section 6. Signage. Company agrees that as it relates to all signage on Small Vehicles, it will abide by applicable local, state, and federal law relating to signs. The Small Vehicles are not a public forum for public debate or discourse. Company agrees that in addition to any restrictions set forth by City ordinance, the content of any sign located on Company's Small Vehicles will not include any message that is illegal, obscene, libelous or fraudulent. A violation of this Section shall be cause for City to terminate this Agreement if said violation is not corrected within twenty-four (24) hours' notice to Company. The determination that there has been a violation of these signage guidelines shall be solely at City's discretion.

Section 7. Default or Termination.

7.1 Except where specifically provided otherwise in this Agreement, in the event the Company shall default in any of the covenants, agreements, commitments, or conditions herein, or if any of the conditions set forth herein shall occur, and any such default shall continue unremedied for a period of three (3) business days after written notice thereof to Company, City may, at its option and in addition to all other rights and remedies which it may have at law or equity against Company, including expressly the specific enforcement hereof and the enforcement of City ordinances, have the cumulative right to immediately terminate this contract and all rights of Company under this Agreement.

7.2 Prior to the conclusion of the Term of this Agreement, City may establish a Pilot Program of formalized regulations for Shared Active Transport Operation. If such Pilot Program is established prior to the conclusion of the Term, City shall have the right to terminate this Agreement.

7.3 Notwithstanding anything to the contrary herein, City may suspend or terminate this Agreement at any time if City finds, in its sole discretion, that Company's Shared Active Transportation Operation is not in the best interest of the health, safety, or welfare of City's residents and visitors.

7.4 Company's obligation with regards to indemnification as provided in Section 12 of this Agreement shall survive the expiration or termination of this Agreement with regards to any claims arising during such time as this Agreement was in effect.

Section 8. Removal of Small Vehicles. Upon instances of Default or Termination under Section 7, Company shall remove its Small Vehicles from the right-of- way within two (2) days of being notified of termination by City. If Company fails to remove the Small Vehicles upon due notice, any remaining Small Vehicles may be removed by City at Company's expense. Company shall not be entitled to damages for the removal of Small Vehicles by City. Company agrees to hold the City harmless for any damage to Small Vehicles caused by City's removal and or storage of such vehicles.

Section 9. Maintenance of Small Vehicles. Company shall maintain its Small Vehicles in a good working manner. In the event a safety or maintenance issue is reported for a specific Small Vehicle, that Small Vehicle shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe Small Vehicle shall be repaired before it is placed back in service. City shall not have any obligations with regards to the maintenance of Company's Small Vehicles.

Section 10. Impounding. Company agrees to the following penalties and procedure for those Small Vehicles subject to impounding as described herein. City may remove a Small Vehicle that impacts with the health, safety, or welfare of City residents or visitors and may store the impounded Small Vehicles at a location convenient for the City. City may, in its sole discretion, provide photographic or written documentation to Company of the violation. However, such documentation is not required and shall not be a condition precedent before City may enforce the terms herein. City may assess a penalty of one hundred dollars ($100.00) for each Small Vehicle it impounds. City shall notify the Company of the impounded Small Vehicles and their location. In such instances, Company shall retrieve Small Vehicles from City within twenty-four (24) hours of receiving notice. Company will be responsible for paying a performance bond for each Small Vehicle deployed in City as further described herein. Company is responsible for paying storage costs of fifty dollars ($50.00) per day, penalties, and all other expenses related to the impounding before having the Small Vehicles returned. If Company does not retrieve the Small Vehicles within (24) hours of receiving notice, City may draw upon the performance bond to recover costs to City and may dispose of Small Vehicles at Company's expense within seventy-two (72) hours of providing notice. City may invoice the Company for the cost of disposal and Company agrees to pay the invoice within ten (10) days of receipt.

Section 11. Performance Bond. Company will be responsible for paying into a public property repair and maintenance performance bond, or similar bond, that the City can draw upon as needed for costs associated with auditing, removing, and storing

impounded Small Vehicles. The Performance Bond fee shall be fifty dollars ($50.00) per Small Vehicle deployed in the City as of the Effective Date. Performance Bond fees will be due at the time of issuance of a Business License. Company shall amend and pay the Performance Bond fee for every additional Small Vehicle the City allows to be deployed within the City. Failure to pay the Performance Bond amount may result in Default or Termination as described herein.

Section 12. Insurance. Company agrees to maintain for the duration of this Agreement, on a primary basis and at its sole expense, the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Company is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Company under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII:

i. Workers' Compensation & Employers Liability. Company shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: $1,000,000 each accident, disease each employee and disease policy limit.

ii. Commercial General Liability. Company shall maintain Commercial General Liability at a limit of not less than $2,000,000 Each Occurrence, $3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

iii. Business Auto Liability. Company shall maintain Business Automobile Liability at a limit not less than $2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Company does not own automobiles, Company agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

iv. Company may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Company agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

v. The City of Joplin, its elected officials and employees are to be Additional Insured with respect to the terms to which these insurance requirements

pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the Company and the City. Company is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

vi. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

vii. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Company fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

viii. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Company and/or their employees and/or their subcontractors in the performance of this Agreement.

Section 13. Miscellaneous.

13.1. **Hold Harmless and Indemnification Agreement.** To the fullest extent not prohibited by law, Company shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Company, of any subcontractors (meaning anyone including but not limited to contractors having a contract with Company) or a subcontractors for part of the services), of anyone directly or indirectly employed by Company or by any subcontractors, or anyone for whose acts Company or its subcontractors may be liable, in connection with manufacturing Small Vehicles or providing Shared Active Transportation services. This provision does not, however, require Company to indemnify, hold harmless, or defend City from its own negligence.

13.2. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

13.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Jasper County, Missouri, or the United States

Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

13.4. **Unauthorized Aliens Prohibited.** Company shall comply with Missouri Revised Statute Section 285.530 in that Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Agreement, Company shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Company shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Company shall require all subcontractors to observe the requirements of this Section and shall obtain a Work Authorization Affidavit from each subcontractors performing any of the contracted services.

13.5. **General Laws.** Company shall comply with all federal, state and local laws, rules, regulations and ordinances.

13.6. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement, unless otherwise specified herein, shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt request, with postage prepaid to:

IF TO CITY:

City of Joplin, Missouri
ATTN: City Manager
602 S. Main Street
Joplin, MO 64801

With a copy to:
City of Joplin, Missouri
ATTN: City Attorney
602 S. Main Street
Joplin, MO 64801

IF TO COMPANY:

Any notice required by this Agreement to be given in writing, or that either City or Company wishes to give to the other in writing, shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

13.7. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.

13.8. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

13.9. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Pekarek, Interim City Manager

Date: _____

ATTEST:

By: _____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

By: _____
Peter C. Edwards, City Attorney

[COMPANY NAME]

By: _____

_____
(Printed Name)

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____



Smart Pavement

An integrated smart infrastructure system for Joplin, MO

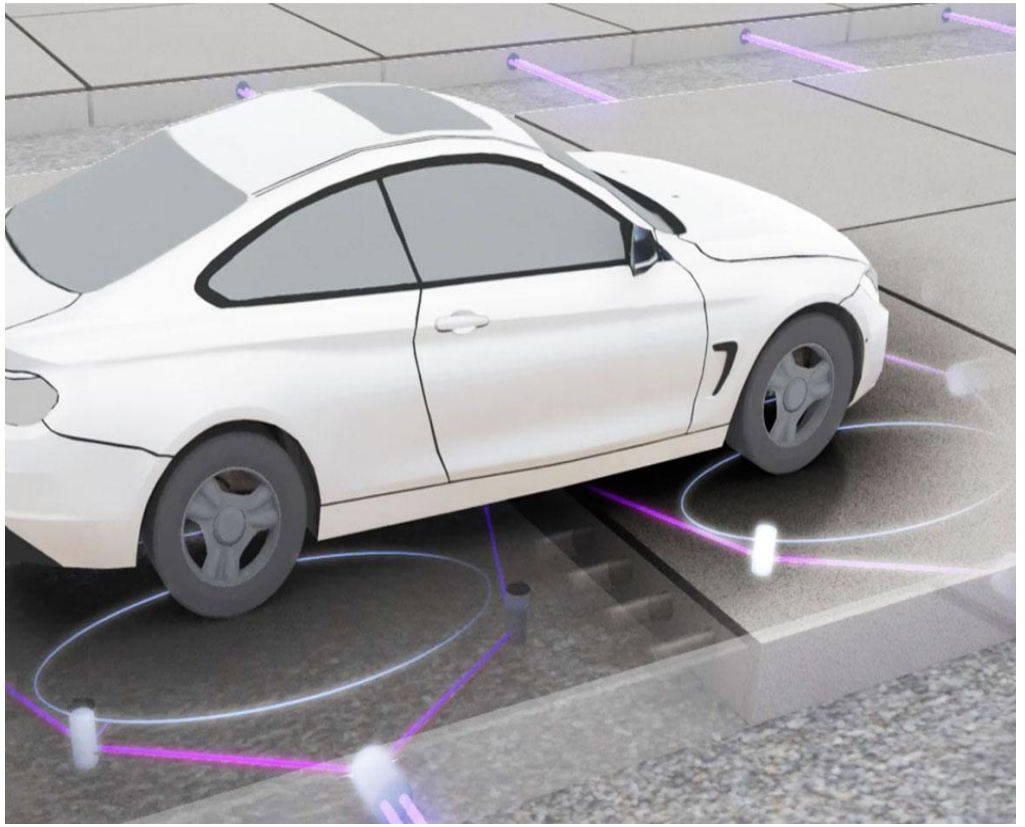
Integrated Roadways, LLC - Proprietary and Confidential

INTEGRATED ROADWAYS COMPANY OVERVIEW

Integrated Roadways is a pioneer in Smart Pavement technology

We transform roadways from liabilities into self-sustaining assets

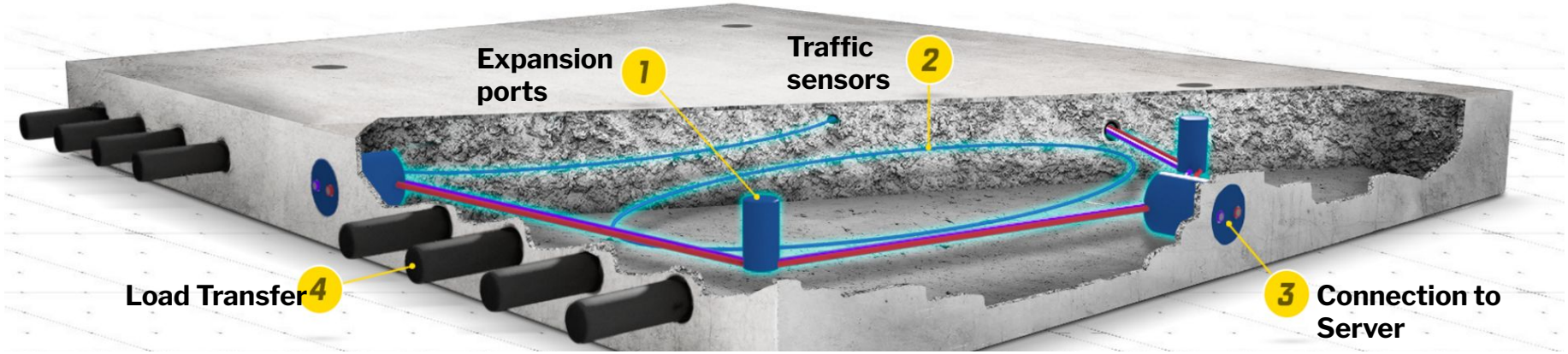
- Smart Pavement – prefabricated, technology enabled, modular slabs
- Benefits – innovative design, faster to construct, offers real-time traffic data, and upgradable platform
- Public Private Partnership – national smart infrastructure program with cities and states



SMART PAVEMENT SYSTEM OVERVIEW

Innovative in infrastructure design, implementation, monitoring and management

- High quality traffic data
- Cloud analytics
- Distributed antenna systems
- Sensors & networking built in
- Expandable & future proof

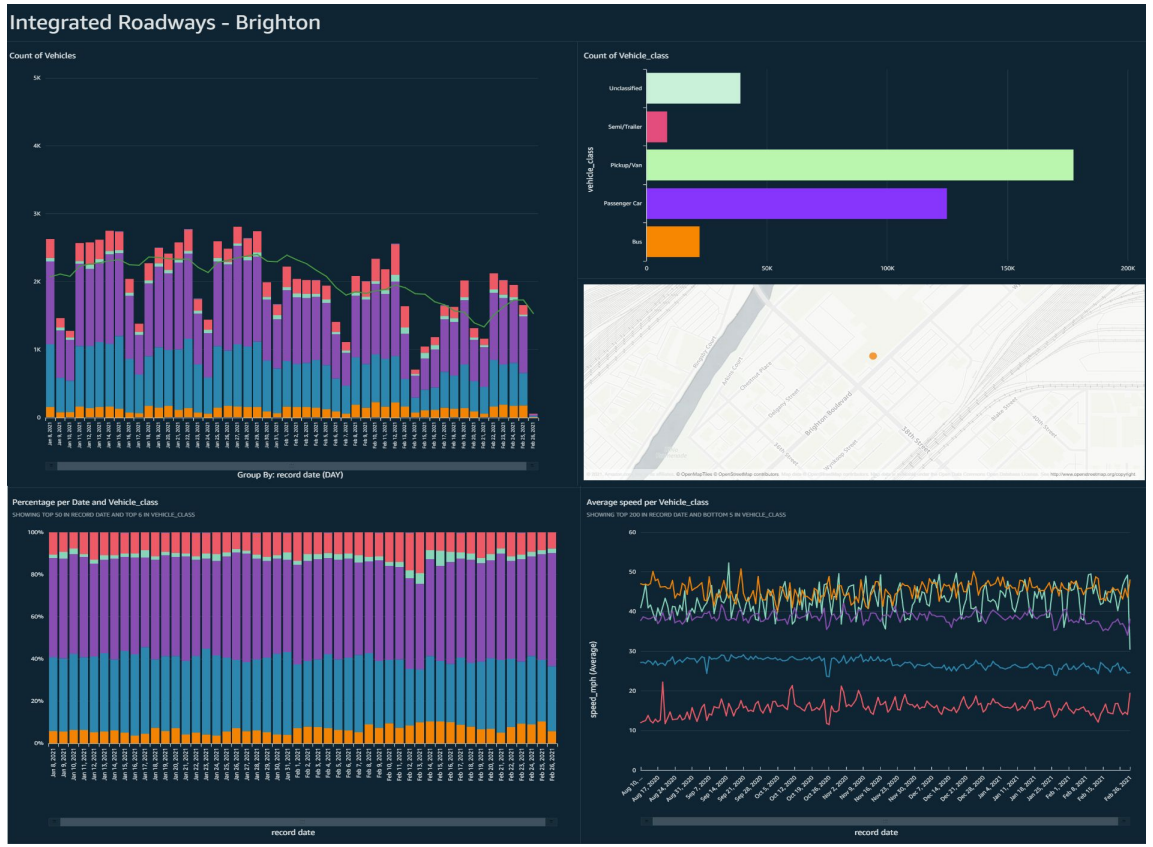


SMART PAVEMENT SYSTEM DASHBOARD

Smart Pavement provides real-time traffic data to any approved party from any device

Automatically generates:

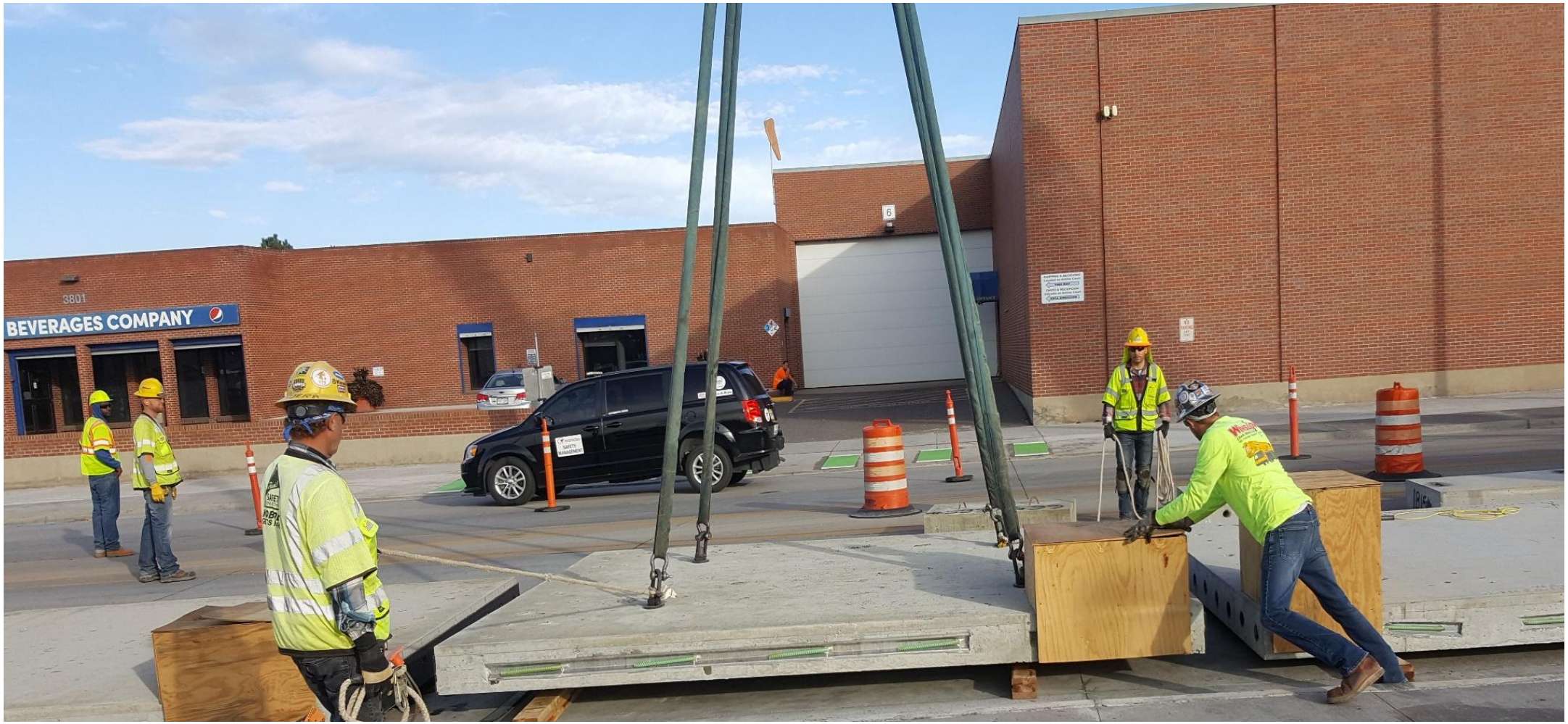
- Fully Anonymous Traffic Information
- Lane Usage
- Speed Metrics
- Vehicle Types
- Real-time traffic reports



SMART PAVEMENT IN DENVER, CO



SMART PAVEMENT IN DENVER, CO



SMART PAVEMENT IN DENVER, CO



Seamless, continuous, automatically collects traffic data

SHOWCASE CITY CENTER IN LENEXA, KS

The Project represents an opportunity to generate revenues from traffic data and comms services

- 10-year Smart Infrastructure Program financed by Integrated Roadways
- MOU, Master Implementation Agreement and License approved by City Council
- Phase I - upgrade five intersections starting in 2021
- Local Design, Build, Operate and Maintain provider
- Strong mix of high-traffic, commercial, retail, and residential areas
- Potential capabilities for EV charging and AV transit



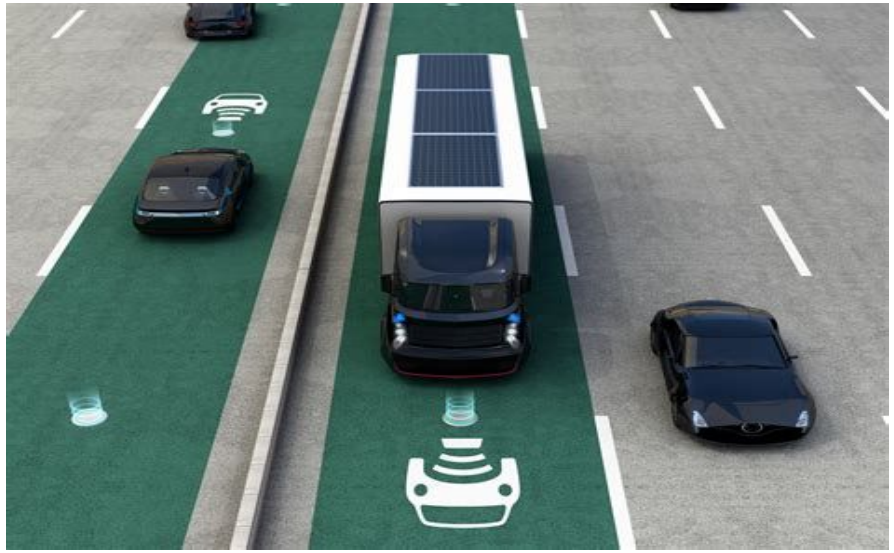
Anticipated locations of intersections to be upgraded

IMMEDIATE AND FUTURE TECHNOLOGY USES

Smart Pavement transforms intersections and roads into an asset enabling a variety of use-cases

- Weight-in motion systems
- Connected vehicle infrastructure
- Wireless electric vehicle charging
- Transit loops for autonomous vehicles





BENEFITS OF OUR SMART INFRASTRUCTURE PROGRAM

We leverage our technology, development partners and access to private capital for projects

- 10-year innovative future ready program
- Supports capital improvement plans
- CapEx and OpEx friendly to cities
- Automated data collection and traffic services
- Platform for Smart City features and other capabilities
- Designed to support electric vehicle charging and autonomous vehicle services





Smart Infrastructure Program and Project Ops

Miguel Jaramillo | Director of Business Development
miguel@integratedroadways.com
816.585.1619
www.integratedroadways.com

Integrated Roadways, LLC - Proprietary and Confidential

SMART INFRASTRUCTURE MEMORANDUM OF UNDERSTANDING

[MUNICIPAL NAME]

This Smart Infrastructure Memorandum of Understanding [**MUNICIPAL NAME**] (this "MOU") is entered into as of [**SIGNING DATE**], [**SIGNING YEAR**], between the **[MUNICIPAL NAME]** a [**STATE**] municipal corporation (the "City"), and [**DEVCO NAME**] **LLC**, a [**STATE**] limited liability company, and its successors and assigns (the "Developer"). The City and Developer may each be referred to herein as a "party" and collectively as the "parties."

RECITALS

A. This MOU sets forth the terms and understanding between the parties to pursue their mutual interest in researching, developing, deploying and evaluating technology, systems and infrastructure that serve the quality of life and economy of the City; and

B. Based on multiple factors considered by Developer, including the City's goals identified below, Developer has selected [**MUNICIPAL NAME**] as a partner for a smart infrastructure program to install and utilize smart infrastructure that demonstrates new, live-traffic setting technologies;

C. The City has a direct interest in leveraging technology and upgrading essential infrastructure in order to improve the quality of life of its citizens and desires to assist Developer in installing and utilizing smart infrastructure in the City; and

D. Developer contemplates financing up to $[**PROGRAM VALUE**] in smart infrastructure technologies under the joint program between City and Developer inaugurated by this MOU.

In consideration of the mutual assurances and agreements contained in this MOU, and for other good and valuable consideration, the parties agree as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized words used in this MOU which are not otherwise defined shall have the following meanings:

"City" means the City of [**MUNICIPAL NAME**].

"Developer" means [**DEVCO NAME**] LLC, a [**STATE**]limited liability company, or its successors or assigns as permitted by this MOU.

"Location" means areas mutually selected and agreed to by City and Developer for the implementation of smart infrastructure products, including but not limited to Smart Pavement and associated technologies.

"Initial Term" has the meaning given to such term in **Section 9.1**.

"Public right-of-way" means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts. The term does not include infrastructure located within the Public Rights of Way owned by the City or other third-parties, such as poles, ducts or conduits.

"Renewal Term" has the meaning given to such term in **Section 9.1**.

"Smart Pavement" has the meaning given to such term in **Section 4.1**.

"Smart Pavement Control Centers" has the meaning given to such term in **Section 4.2**.

"Term" means, collectively, the Initial Term and all Renewal Terms.

1.2 Interpretation. In this MOU, unless a clear contrary intention appears:

(a) the singular number includes the plural number and vice versa;

(b) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

(c) reference in this MOU to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;

(d) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this MOU as a whole and not to any particular article, section or other provision thereof;

(e) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and

(f) capitalized terms, not otherwise defined in the text of this MOU shall have the definitions set forth in **Section 1.1** or as otherwise provided herein.

1.2 Legal Representation of the Parties. This MOU was negotiated by the parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this MOU to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

ARTICLE II
PURPOSE

The City is committed to improving and enhancing the safety and efficiency of its transportation system through the use of technology. This MOU is an umbrella agreement under which the parties will undertake activities to facilitate the development and deployment of smart infrastructure. The primary purpose of this MOU is to ensure the coordination necessary to implement smart infrastructure projects in the Public right-of-way including, but not limited to, the installation and operation of Smart Pavement and Smart Pavement Control Centers as described in Article IV.

This MOU is non-exclusive and subject to funding availability and does not represent a commitment on behalf of either party to pursue specific projects or partnerships. The projects and activities described in this MOU shall require subsequent agreements between the parties and may be subject to [**CITY**] Governing Body approval.

ARTICLE III
USE OF THE PUBLIC RIGHT-OF-WAY

The Developer's use of the Public right-of-way pursuant to this MOU shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City. The City may exercise its home rule powers in its administration and regulation related to the management of the Public right-of-way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Further, the Developer's use shall be subject to all agreements, rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power and is subject to all applicable laws, orders, rules and regulations adopted by the City.

ARTICLE IV
INSTALLATION OF SMART PAVEMENT AND SMART PAVEMENT CONTROL CENTERS

4.1 Smart Pavement. The Developer has developed "Smart Pavement," which is a precast concrete paving slab with embedded fiber optic sensors and wired LAN. Smart Pavement merges the fast construction, long operating life, modularity, and low life-cycle cost of ownership of precast pavement with the emerging technology needs to support connected, electric, autonomous vehicles, and municipal "Smart City" and "Smart Infrastructure" objectives.

4.2 Smart Pavement Control Centers. The Developer has developed "Smart Pavement Control Centers," which are multi-rack units, environmentally controlled roadside equipment cabinets housing servers, routers, power systems and other IT and ITS equipment. The Control Centers provide an on-site host for data collection, local processing for interpreting the data, and an internet uplink for cloud hosting to display data to any compatible device.

4.3 Scope of Work. Developer desires to install smart infrastructure technologies, including but not limited to Smart Pavement and Smart Pavement Control Centers at the Locations. Each Location will have smart infrastructure technologies located in mutually agreeable positions that will be determined in future agreements. Initial technologies installed at Locations may be a condition precedent to support other advanced smart infrastructure technologies described below and in future documents.

4.3.1 Wireless Communications Services and Hosting
This capability enables the Smart Pavement to be a distributed antenna system providing both regulated and unregulated communications systems. Wireless communications services can be made available to vehicles, passengers, pedestrians, and other IoT vendors. This capability is compatible with Wi-Fi, 5G cellular, DSRC, LoRaWAN, V2X, and other common wireless communications methods.

4.3.2 Wireless Electric Vehicle Charging
This capability provides a standards based wireless electric vehicle charging systems for stationary and in motion electric vehicle charging. The wireless charging coils reside within the Smart Pavement with power controls, charge management, system operations, and billing managed through the Smart Pavement Control Center.

4.3.3 Automated Vehicle Enhancements
Improvements related to autonomous vehicle services, routes, and other related AV capabilities that are derived from the combination of Smart Pavement, Smart Pavement Control Centers, and Wireless Communications Services and Hosting.

4.3.4 Signal, Signage, and other ITS Integrations

Smart Pavement and Smart Pavement Control Centers provide edge-dense, open-access technology platform that can be used to integrate existing or new traffic signal management cabinets, relay information between traffic cabinets and/or the cloud, collect traffic signal phase data, provide Automated Traffic Signal Performance Measures, and support other integration existing on-site assets, and the implementation of future assets into a secure, unified, remotely accessible and configurable control system.

4.4 Smart Pavement Locations. Developer proposes to install Smart Pavement at up to ten Locations as a pilot program. Upon acceptance of the initial Location(s), City and Developer will work together to develop a 10-year smart infrastructure program for the deployment of the remainder of the proposed technology at additional Locations. Any Locations are subject to mutual approval of the parties.

4.5 Master Implementation Agreement. Developer will provide a Master Implementation Agreement (the "Agreement") template that will be modified under mutual agreement between Developer and City. The Agreement will establish the specific expectations, requirements, and performance standards of the Developer and City. The Agreement will be used as the basis for a mutually agreed smart infrastructure program to govern the deployment of Developer's technology for the initial term of the Agreement.

4.6 License. Developer will provide a license for public right-of-way (the "License") template that will be modified under mutual agreement between Developer and City. The use of public right-of-way and the manner, method and requirements of the installation, maintenance and operation of the Smart Pavement, Smart Pavement Control Centers and associated facilities shall be subject to the terms and conditions of a license agreement(s). The license agreement(s) shall grant to Developer a non-exclusive license to occupy, place, and maintain Smart Pavement, Smart Pavement Control Centers and associated facilities in certain City infrastructure located in the Public right-of-way. No installation may begin until the parties have entered into a license agreement.

4.7 Schedule. Subject to Developer obtaining financing to perform its obligations hereunder, the parties agree to work together to commence work on the Agreement and the first License by [**CLOSING DATE**], [**YEAR**] and complete the execution of the Agreement and first License by [**INITIATION DATE**], [**YEAR**].

ARTICLE V
OWNERSHIP AND DATA SHARING

5.1 Ownership. The Smart Pavement, Smart Pavement Control Centers and associated infrastructure, technologies and data constitute or otherwise involve valuable intellectual property rights of the Developer. Except for the rights set forth in Section 5.2, no title to or ownership of the Smart Pavement, Smart Pavement Control Centers and associated infrastructure, technologies and data will be transferred to the City under the Agreement or any License.

5.2 Reports. Subject to reasonable restrictions for the protection of confidential, proprietary and personal information, Developer shall provide the City with information and data reports obtained from the smart infrastructure ("City Data Reports"). The City Data Reports shall provide mobility data designed to fulfill the public purpose of this MOU. The specific content of the City Data Reports shall be set forth in subsequent agreement(s). The method and manner of City data collection and transmission shall be set forth in subsequent agreement(s). The City shall own the data and information contained in City Data Reports and may use the City Data Reports for the City's non-commercial governmental purposes.

5.3 Confidentiality. Developer's plans, designs, drawings or specifications that are of a confidential, proprietary, and commercially sensitive nature (collectively, "Confidential Information") are confidential and proprietary and shall not be disclosed by City or its employees or contractors for any reason other than (a) as required by any open records act, or as otherwise required by law, and (b) as necessary in connection with processing and administering the Developer's license.

5.4 Use of Data. Developer is required to follow all local, state and federal laws and regulations with respect to the collection and use of personally identifiable information. The Developer agrees that it will not collect or resell personally identifiable information generated from the traffic data collection sensors.

5.5 Data Security. Developer will use commercially reasonable efforts to: (a) establish and maintain commercially reasonable security measures designed to ensure the security and confidentiality of the Data, including physical, technological and administrative measures; (b) promptly notify City of any breach of security involving any personally identifiable information or any notices of investigation or non-compliance from any governmental or regulatory authority or agency related to the collection, use or disclosure of personally identifiable information, and cooperate with and assist City in any such investigation; and (c) provide at least industry standard security, backup and disaster recovery systems and procedures designed to protect data.

ARTICLE VI
ADDITIONAL AGREEMENTS

6.1 Additional Services. The City acknowledges that Developer intends to offer additional smart-infrastructure physical technologies over time. The parties shall work together to roll out additional technologies in a manner acceptable to the City. Any such deployment and installation of additional services shall require additional agreements between Developer and City and shall be subject to all applicable City, state and federal regulations.

6.2 Exclusive Rights of Developer. The parties agree that Developer shall have exclusive rights to provide smart-infrastructure technologies similar to the Smart Pavement and Smart Pavement Control Centers at the Locations during the Term. However, the

exclusive rights shall not extend beyond five (5) years from the date of the later of (i) the date of this MOU, or (ii) the date of the License entered into pursuant to **Section 4.6** of this MOU.

6.3 Limitations of Developer Exclusive Rights. Section 6.2 shall not be construed as applying to any smart signal technologies that the City may deploy unless the smart signal technology utilizes technology similar to Smart Pavement. The parties understand and agree that the City will retain all rights to work with other providers of smart infrastructure products, services, and technologies outside of the areas defined by the Locations for which Licenses are issued to Developer by the City.

6.4 Public Announcements and Media Coordination. The City and Developer will cooperate on any joint publicity and public relations initiative related to any announcements regarding this MOU (the "Public Announcement"), the Agreement, or any Licenses issued. Subject to limitations imposed by **Section 5.3**, the City agrees that it shall not, prior to the mutually agreed issuance of a Public Announcement, issue any press releases or make any public announcements related to the MOU, the Agreement, or any Licenses issued without the prior written consent of Developer. Developer agrees that it shall not, prior to the mutually agreed issuance of a Public Announcement, issue any press releases or make any public announcements related to the MOU, the Agreement, or any Licenses issued without the prior written consent of the City.

ARTICLE VII
FINANCING

7.1 Smart Pavement and Smart Pavement Control Center Project Costs. The cost of installation, maintenance and operation of the smart infrastructure improvements performed under the Agreement and each License shall be borne by the Developer. Developer intends to arrange funding and financing for a portion of the project costs through relevant federal, state and/or local programs. The parties agree to diligently work together to complete and submit applicable applications to these relevant programs as mutually determined. This MOU does not in any way obligate the City to appropriate or expend any funds, although the governing body of the City may decide to appropriate or spend funds in the future.

7.2 Smart Pavement and Smart Pavement Control Center Project Costs. Developer acknowledges it may be required to remit rent, fees, in-kind benefits or some other form of compensation to the City in consideration for the Developer's use of the public right-of-way. Subject to certain conditions, the Parties acknowledge that any costs and fees associated with the Developer's use of the public-right-of-way shall be abated and/or offset to the extent the Developer has provided to the City data sharing services or other valuable consideration as set forth in this MOU and subsequent agreements. Such abatement and/or offset shall continue so long as the Developer is providing to the City data sharing services or other valuable consideration. However, in no circumstances shall the abatement and/or offset extend beyond five (5) years from the date of the later of (i) the date of this MOU,

or (ii) the date of the last License entered into pursuant to Section 4.7 of this MOU.

Notwithstanding, the Developer's use of the Public right-of-way may be subject to the following fees: (i) any applicable franchise fees under State law, (ii) any applicable right of way permit or zoning and building permit fees, (iii) any street excavation fees, (iv) any floodplain permit fees, and (v) any fees and costs under any applicable License.

7.3 No Reimbursement of Expenses. Each party will remain solely and independently responsible for its own expenses under or arising from this MOU, subject only to the express provisions of this MOU or any additional agreements contemplated by this MOU.

ARTICLE VIII
ASSIGNMENT BY DEVELOPER

The qualifications and identity of the Developer are of particular concern to the City. It is because of Developer's qualifications and identity that the City entered into this MOU. Any assignment of this MOU by the Developer shall require the written consent of the City.

ARTICLE IX
TERM; TERMINATION

9.1 Term. The term of this MOU, and the agreements set forth herein, shall commence on the date of execution of this MOU and shall continue for a one-year period (the "Initial Term"). This MOU will automatically renew for successive terms of one year each (each, a "Renewal Term"), unless either party decides it does not wish to renew this MOU before the expiration of the Initial Term or any Renewal Term, as applicable, by providing the other party in writing of at least 90-days advance notice of cancellation prior to the completion of the Initial Term or any Renewal Term, as applicable.

9.2 Additional Agreement(s) Terms. It is anticipated that the parties will enter into the Agreement, one or more Licenses and other agreements as necessary. Such agreement(s) will provide for a term separate from the Term of this MOU.

ARTICLE X
DEFAULT

10.1 Default by Developer. Developer shall be in default under this MOU if: (a) Developer fails to keep or perform any material covenant or obligation herein contained on the Developer's part to be kept or performed, and the Developer fails to remedy the same within sixty (60) days after the Developer has been given written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the Developer within such period and diligently pursued until the default is corrected; or (b) the Developer materially

breaches the representations and warranties set forth in this MOU and fails to cure or correct the same within thirty (30) days following written notice. In the event of such default, the City may take such actions, or pursue such remedies, as exist hereunder or at law or in equity, and the Developer covenants to pay and to indemnify the City against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred in connection with the enforcement of such actions or remedies. Notwithstanding the foregoing, the Developer's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall Developer be liable for any remote or consequential damages.

10.2 Default by City. The City shall be in default under this MOU if: (a) the City fails to keep or perform any material covenant or obligation herein contained on the City's part to be kept or performed, and the City fails to remedy the same within sixty (60) days after the City has been given written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or (b) the City materially breaches the representations and warranties set forth in this MOU and fails to cure or correct same within thirty (30) days following written notice. In the event of such default, the Developer may take such actions, or pursue such remedies, as exist hereunder or at law or in equity, and the City covenants but only to the extent permitted by existing State or local law to pay and to indemnify Developer against all reasonable costs and charges, including attorneys' fees, lawfully and reasonably incurred in connection with the enforcement of such actions or remedies. Notwithstanding the foregoing, the City's liability for monetary amounts shall be limited by the relevant Federal, State, or Local law and to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote or consequential damages.

ARTICLE XI
REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties of Developer. Developer represents and warrants to the City as follows:

11.1.1 Organization. Developer is a limited liability company duly formed and validly existing under the laws of the State of [**STATE**]. Developer is duly authorized to conduct business in all jurisdictions in which the nature of its properties or its activities requires such authorization. Developer shall (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State of [**STATE**] and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

11.1.2 Authority. The execution, delivery and performance by Developer of this MOU is within Developer's powers and have been duly authorized by all necessary action of Developer.

11.1.3 No Conflicts. Neither the execution and delivery of this MOU, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof, will contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

11.1.4 No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution and delivery by Developer of this MOU. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the performance by Developer of this MOU or the consummation of the transactions contemplated hereby.

1.1.5 Valid and Binding Obligation. The provisions of this MOU are the legal, valid and binding obligations of Developer, enforceable against Developer in accordance with the terms hereof.

11.2 Representations and Warranties of City. City represents and warrants to the Developer as follows:

11.2.1 Authority. The execution, delivery and performance by the City of this MOU is within its powers and has been duly authorized by all necessary action.

11.2.2 No Conflicts. Neither the execution and delivery of this MOU, nor the consummation of any of the transactions herein contemplated, nor compliance with the terms and provisions hereof, will contravene the ordinances, rules, regulations of the City or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the City is bound or to which the City is subject.

11.2.3 No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or governmental authority or regulatory body or third party is required for the due execution and delivery by the City of this MOU.

11.2.4 Valid and Binding Obligation. The provisions of this MOU are, to the fullest extent permitted by applicable law, the legal, valid and binding obligation of the City enforceable against the City in accordance with the terms hereof and thereof, subject to the relevant Federal, State, or Local law and the limited ability of the current governing body to bind future governing bodies.

ARTICLE XII

MISCELLANEOUS

12.1 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

12.2 City Police Power. Nothing in this MOU shall be construed as a limitation on the ability of the City to exercise its governmental functions or to diminish, restrict or limit the police powers of the City granted by the [**STATE**] constitution, statutes or by general law.

12.3 Cooperation. The parties agree to exercise good faith and cooperate with each other under this MOU.

12.4 Personal Liability. No member of the Governing Body, official or employee of the City shall be personally liable to Developer, or any successor in interest to Developer, pursuant to the provisions of this MOU or for any default or breach of the MOU by the City. No shareholder, director, employee, affiliate or representative of Developer shall be personally liable or obligated to perform the obligations of the Developer, pursuant to the provisions of this MOU or for any default or breach of the MOU by the Developer.

12.5 Amendments. This MOU may be amended, changed or modified only by a written agreement duly executed by the City and the Developer.

12.6 Construction and Enforcement. This MOU shall be construed and enforced in accordance with the laws of the State of [**STATE**].

12.7 Invalidity of Any Provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

12.8 Headings. The Article and Section headings shall not be treated as a part of this MOU or as affecting the true meaning of the provisions hereof.

12.9 Execution of Counterparts. This MOU may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.10 Time. Time is of the essence in this MOU.

12.11 Consents and Approvals. Wherever in this MOU it is provided that the City or the Developer shall, may or must give its approval or consent, the City or the Developer

shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for the Developer or the City in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

12.12 Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) facsimile (with follow up by sending such notice within one (1) business day by United States Mail); or (iii) delivered in person, in each case if addressed to the parties set forth below:

To the City:	[**RELEVANT OFFICIAL**] [**RELEVANT ADDRESS**] Phone: Fax:
With a copy to:	[**RELEVANT ATTORNEY**] [**RELEVANT ADDRESS**] Phone: Fax:
To Developer:	Scott W. Anderson SA Legal Advisors LC 16201 W. 95th Street, Suite 270 Lenexa, Kansas 66219 Phone (913) 600-2999 Fax (913) 273-1806 SAnderson@SALegalAdvisors.com

All notices given by personal delivery or fax (when followed up by regular United States mail as set forth above), shall be deemed duly given the day they are so delivered / faxed. All notices sent by nationally recognized overnight delivery service shall be deemed duly given the next business day following the day such notice was deposited with such delivery service.

12.13 Entire Agreement. Together with the Exhibits hereto, this MOU constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof.

[The Remainder of this Page Left Intentionally Blank]

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

CITY OF [CITY], [STATE],
a [STATE] municipal corporation

[**SEAL**]

By:_____
[**RELEVANT OFFICIAL**]
[**TITLE**]

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

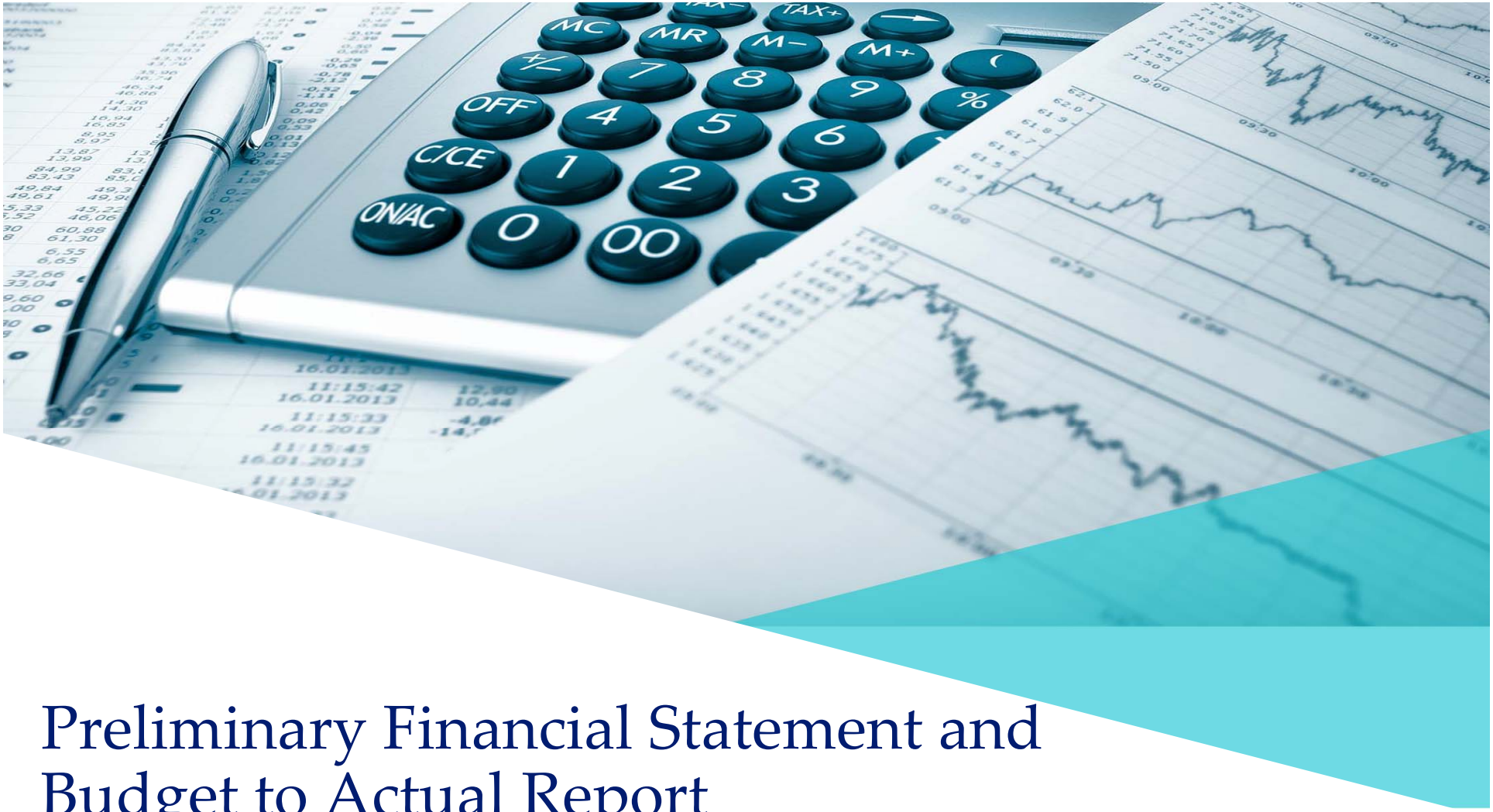
_____

Assistant City Attorney

_____ **LLC**,
a [**STATE**] limited liability company

By:_____

Managing Member



Preliminary Financial Statement and Budget to Actual Report

City of Joplin

June 21, 2021\ Kim Wixson

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Segal

Discussion Objectives

- **2020 and 2021 YTD financial statement**
- **Projected vs. Actual Income and Expense**
  - **Twelve-Month Period Ending December 31, 2020**
  - **Three-Month Period Ending March 31, 2021**
- **2020 and 2021 YTD claims, enrollment and utilization summaries**
- **Medical and Prescription Drug Large Claimant Experience**

2020 Financial Statement

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Beginning Balance	$2,981,834 [1]	$3,146,270	$3,159,371	$3,147,219	$3,225,867	$3,386,716	$3,363,305	$3,412,076	$3,419,994	$3,418,668	$3,237,794	$3,181,987	$2,981,834
Income													
City Contributions	$588,741	$395,882	$404,702	$406,634	$404,365	$404,614	$401,047	$404,834	$399,784	$399,526	$395,025	$514,736	$5,119,890
Employee Contributions [2]	154,597	110,494	109,659	118,726	111,159	115,205	112,549	110,383	116,589	101,407	110,959	171,658	1,443,385
Interest Income [3]	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	$743,338	$506,376	$514,361	$525,360	$515,524	$519,819	$513,596	$515,217	$516,373	$500,933	$505,984	$686,394	$6,563,275
Expense													
Medical [4]	$403,867	$274,808	$374,775	$437,324	$155,170	$637,726	$273,577	$302,750	$309,173	$827,434	$502,759	$482,750	$4,982,113
Stop Loss Reimbursements	(47,088)	0	(86,298)	(188,168)	(18,824)	(398,507)	(22,192)	(33,662)	(15,118)	(376,649)	(181,415)	(88,626)	(1,456,547)
Prescription Drug [4]	111,022	103,858	122,951	80,460	101,436	105,053	96,319	115,880	106,821	106,191	121,803	126,448	1,298,242
Dental Premium	27,542	27,677	27,557	28,046	28,056	28,265	27,816	27,995	28,076	27,845	27,956	27,086	333,917
Vision Premium	3,577	3,602	3,592	3,640	3,632	3,666	3,660	3,611	3,639	3,575	3,626	3,619	43,439
Life Premium	7,639	7,712	7,727	7,926	7,832	7,904	7,873	7,804	7,882	7,788	8,044	8,206	94,337
Stop-Loss Premium	52,256	50,824	51,289	52,506	52,460	52,243	52,637	52,111	52,308	51,621	52,213	51,299	623,767
Medical Administration [5]	21,996	21,607	21,823	22,056	21,996	21,953	22,213	22,007	21,996	21,693	22,083	21,780	263,203
Special Events & Promotions	(4,826)	270	180	5	0	10	5	5	5	1,034	5	10	(3,297)
ACA Fees	0	0	0	0	0	0	0	5,881	0	1,144	0	0	7,025
Administration [6]	2,917	2,917	2,917	2,917	2,917	84,917	2,917	2,917	2,917	10,131	4,717	5,833	128,934
Total	$578,902	$493,275	$526,513	$446,712	$354,675	$543,230	$464,825	$507,299	$517,699	$681,807	$561,791	$638,405	$6,315,133
Operating Surplus/(Deficit)	$164,436	$13,101	($12,152)	$78,648	$160,849	($23,411)	$48,771	$7,918	($1,326)	($180,874)	($55,807)	$47,989	$248,142
Ending Balance	$3,146,270	$3,159,371	$3,147,219	$3,225,867	$3,386,716	$3,363,305	$3,412,076	$3,419,994	$3,418,668	$3,237,794	$3,181,987	$3,229,976	$3,229,976
Active/COBRA Lives	497	496	489	503	508	501	497	494	501	493	492	491	497
Retiree Lives	10	9	9	9	7	7	7	7	9	10	9	9	9
Total	507	505	498	512	515	508	504	501	510	503	501	500	506

[1] *Adjusted based on reconciliation to audited statements.*
[2] *Employee contributions include Retiree and COBRA contributions.*
[3] *Interest income includes "Other Income" line item from financial statements.*
[4] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City. Includes "Claims Refunded" line item from financial statements, and includes Out-of-Network fees from Anthem.*
[5] *Based on financial statements received from City of Joplin personnel. Includes an $213,500 in prescription drug rebates as an offset credit for the 2020 administration fee.*
[6] *Administration expense includes "Operating Equipment" and "Building Improvements" line items from financial statements. The large amount of $84,917 in June was due the increase in consulting fees for the Request-for-Proposal on multiple lines of coverage.*

2021 YTD Financial Statement

	January	February	March	Year to Date
Beginning Balance	$3,229,976	$3,342,933	$3,006,530	$3,229,976
Income				
City Contributions	$399,629	$397,127	$396,562	$1,193,318
Employee Contributions[1]	114,370	109,716	109,070	333,156
Interest Income	0	0	0	0
Total	$513,999	$506,843	$505,632	$1,526,474
Expense				
Medical[2]	$218,910	$363,626	$221,044	$803,580
Stop Loss Reimbursements	(17,294)	241,694	0	224,400
Prescription Drug[2]	65,194	110,299	108,227	283,720
Prescription Drug Rebates[3]	0	0	0	0
Dental Premium	26,283	26,627	26,330	79,240
Vision Premium	3,707	3,698	3,652	11,057
Life Premium	7,333	7,408	7,299	22,040
Stop-Loss Premium	62,967	62,091	59,227	184,285
Medical Administration[4]	48,842	24,706	22,949	96,497
Special Events & Promotions	(14,900)	180	110	(14,610)
ACA Fees	0	0	0	0
Administration[5]	0	2,917	5,833	8,750
Total	$401,042	$843,246	$454,671	$1,698,959
Operating Surplus/(Deficit)	$112,957	($336,403)	$50,961	($172,485)
Ending Balance	$3,342,933	$3,006,530	$3,057,491	$3,057,491
Active/COBRA Lives	489	486	487	487
Retiree Lives	9	9	9	9
Total	498	495	496	496

[1] *Employee contributions include Retiree and COBRA contributions.*
[2] *Based on financial statements received from City of Joplin personnel. Reported medical and prescription drug payments are combined on the financial statements received from the City. Includes "Claims Refunded" line item from financial statements, and includes Out-of-Network fees from Anthem.*
[3] *Prescription drug rebates from UMR are received on a quarterly basis and are not yet reflected in the 2021 experience.*
[4] *Medical administration includes run out fees paid to Anthem and variable fees to UMR.*
[5] *Administration Expense includes "Operating Equipment" and "Building Improvements" line item from financial statements.*

Segal

Projected vs. Actual Income and Expense Twelve-Month Period Ending December 31, 2020

	Projected		Actual		% Difference	
Income	**PEPM**	**12 Mo. Total**	**PEPM**	**12 Mo. Total**	***PEPM***	***12 Mo. Total***
City Contributions	$788.65	$4,817,100	$843.20	$5,119,890	*6.9%*	*6.3%*
Employee Contributions[1]	221.57	1,353,300	237.71	1,443,385	*7.3%*	*6.7%*
Interest Income	NP	NP	-	0		
Total Income	$1,010.22	$6,170,400	$1,080.91	$6,563,275	*7.0%*	*6.4%*
Expense						
Medical[2]	$546.77	$3,339,700	$580.63	$3,525,566	*6.2%*	*5.6%*
Prescription Drug	230.40	1,407,300	213.81	1,298,242	*-7.2%*	*-7.7%*
Dental Premium	54.37	332,100	54.99	333,917	*1.1%*	*0.5%*
Vision Premium	7.12	43,500	7.15	43,439	*0.4%*	*-0.1%*
Life Premium	15.31	93,500	15.54	94,337	*1.5%*	*0.9%*
Stop-Loss Premium	102.31	624,900	102.73	623,767	*0.4%*	*-0.2%*
Medical Administration[3]	41.09	251,000	43.35	263,203	*5.5%*	*4.9%*
ACA Fees	0.51	3,100	1.16	7,025	*127.5%*	*126.6%*
Administration	NP	NP	20.69	125,637		
Total Expense	$997.88	$6,095,100	$1,040.05	$6,315,133	*4.2%*	*3.6%*
Operating Surplus (Deficit)	$12.34	$75,300	$40.86	$248,142		
Active	493		497			
Retiree and COBRA	16		9			
Total Employees[4]	**509**		**506**			

[1] *Includes Retiree/COBRA contributions.*
[2] *Net of stop-loss reimbursements, and includes Out-of-Network fees from Anthem.*
[3] *The administration fee includes a prescription drug rebate offset.*
[4] *Total may vary from Anthem data due to rounding.*
NP = Not Projected
PEPM = Per Employee Per Month

Projected vs. Actual Income and Expense Three-Month Period Ending March 31, 2021

	Projected		Actual		% Difference	
Income	**PEPM**	**3 Mo. Total**	**PEPM**	**3 Mo. Total**	***PEPM***	***3 Mo. Total***
City Contributions	$793.16	$1,211,200	$801.96	$1,193,318	*1.1%*	*-1.5%*
Employee Contributions[1]	221.25	337,800	223.90	333,156	*1.2%*	*-1.4%*
Interest Income	NP	NP	-	0		
Total Income	$1,014.41	$1,549,000	$1,025.86	$1,526,474	*1.1%*	*-1.5%*
Expense						
Medical[2]	$626.47	$956,600	$486.64	$724,124	*-22.3%*	*-24.3%*
Prescription Drug[3]	166.73	254,600	162.07	241,162	*-2.8%*	*-5.3%*
Dental Premium	50.67	77,400	53.25	79,240	*5.1%*	*2.4%*
Vision Premium	7.12	10,900	7.43	11,057	*4.4%*	*1.4%*
Life Premium	13.38	20,400	14.81	22,040	*10.7%*	*8.0%*
Stop-Loss Premium	116.22	177,500	123.85	184,285	*6.6%*	*3.8%*
Medical Administration[4]	32.78	50,100	64.85	96,497	*97.8%*	*92.6%*
ACA Fees	0.52	800	-	0	*-100.0%*	*-100.0%*
Administration	NP	NP	(3.94)	(5,860)		
Total Expense	$1,013.89	$1,548,300	$908.96	$1,352,545	*-10.3%*	*-12.6%*
Operating Surplus (Deficit)	$0.52	$700	$116.90	$173,929		
Active	493		487			
Retiree and COBRA	16		9			
Total Employees[5]	**509**		**496**			

[1] *Includes Retiree/COBRA contributions.*
[2] *Net of stop-loss reimbursements, and includes Out-of-Network fees from Anthem. Includes expected stop-loss reimbursements based on large claimant experience for January 1, 2021 through March 31, 2021.*
[3] *Actual prescription drug expenses include an estimated prescription drug rebate percentage of 15%. Rebates from UMR will be paid on a quarterly basis.*
[4] *Total may vary from Anthem data due to rounding.*
[5] *Medical administration includes run out fees paid to Anthem and variable fees to UMR.*
NP = Not Projected
PEPM = Per Employee Per Month

2020 & 2021 YTD Enrollment Split

	2020											
	January	February	March	April	May	June	July	August	September	October	November	December
Members												
Single	258	259	253	257	256	254	248	254	253	259	256	259
Family	928	915	927	941	944	937	932	936	929	926	919	923
Total	**1,186**	**1,174**	**1,180**	**1,198**	**1,200**	**1,191**	**1,180**	**1,190**	**1,182**	**1,185**	**1,175**	**1,182**
Employees												
Single	258	259	253	257	256	254	248	254	253	259	256	259
Family	245	242	245	250	250	246	246	248	248	246	243	244
Total	**503**	**501**	**498**	**507**	**506**	**500**	**494**	**502**	**501**	**505**	**499**	**503**

	2021											
	January	February	March	April	May	June	July	August	September	October	November	December
Members												
Single	253	256	257									
Family	954	941	946									
Total	**1,207**	**1,197**	**1,203**									
Employees												
Single	253	256	257									
Family	247	246	248									
Total	**500**	**502**	**505**									

Note, 2020 counts as reported by Anthem, and 2021 counts as reported by UMR.

2020 & 2021 YTD Medical Claims and Enrollment Summary

Month	Sum of Paid Medical Claims [1]	Number of Members [1]	Number of Employees [1]	Paid Medical Claims Per Member Per Month	Paid Medical Claims Per Employee Per Month
January - 2020	$275,831	1,186	503	$232.57	$548.37
February	$292,183	1,174	501	$248.88	$583.20
March	$359,221	1,180	498	$304.42	$721.33
April	$367,171	1,198	507	$306.49	$724.20
May	$470,168	1,200	506	$391.81	$929.19
June	$353,368	1,191	500	$296.70	$706.74
July	$312,655	1,180	494	$264.96	$632.90
August	$276,966	1,190	502	$232.74	$551.73
September	$369,356	1,182	501	$312.48	$737.24
October	$662,234	1,185	505	$558.85	$1,311.35
November	$336,177	1,175	499	$286.11	$673.70
December	$446,795	1,182	503	$378.00	$888.26
YTD - 2020	**$4,522,126**	**1,185**	**502**	**$318.01**	**$750.68**
January - 2021	$198,714	1,207	500	$164.63	$397.43
February	$240,629	1,197	502	$201.03	$479.34
March	$334,391	1,203	505	$277.96	$662.16
YTD - 2021	**$773,733**	**1,202**	**502**	**$214.57**	**$513.77**
3 Month - 2020	**$927,236**	**1,180**	**501**	**$261.93**	**$616.92**

[1] *2020 data as reported by Anthem, and 2021 data as reported by UMR.*

2020 & 2021 YTD Prescription Drug Claims and Enrollment Summary

Month	Sum of Paid Prescription Drug Claims [1]	Number of Members [1]	Number of Employees [1]	Paid Prescription Drug Claims Per Member Per Month	Paid Prescription Drug Claims Per Employee Per Month
January - 2020	$111,022	1,186	503	$93.61	$220.72
February	$103,858	1,174	501	$88.47	$207.30
March	$122,951	1,180	498	$104.20	$246.89
April	$80,460	1,198	507	$67.16	$158.70
May	$101,436	1,200	506	$84.53	$200.47
June	$105,053	1,191	500	$88.21	$210.11
July	$96,319	1,180	494	$81.63	$194.98
August	$115,880	1,190	502	$97.38	$230.84
September	$106,821	1,182	501	$90.37	$213.22
October	$106,191	1,185	505	$89.61	$210.28
November	$121,803	1,175	499	$103.66	$244.09
December	$126,448	1,182	503	$106.98	$251.39
YTD - 2020	**$1,298,242**	**1,185**	**502**	**$91.30**	**$215.51**
January - 2021	$65,194	1,207	500	$54.01	$130.39
February	$110,299	1,197	502	$92.15	$219.72
March	$108,227	1,203	505	$89.96	$214.31
YTD - 2021	**$283,720**	**1,202**	**502**	**$78.68**	**$188.39**
3 Month - 2020	**$337,832**	**1,180**	**501**	**$95.43**	**$224.77**

[1] 2020 data as reported by Anthem, and 2021 data as reported by UMR.

2020 & 2021 YTD Total Medical and Prescription Drug Claims and Enrollment Summary

Month	Sum of Total Paid Claims [1]	Number of Members [1]	Number of Employees [1]	Paid Total Claims Per Member Per Month	Paid Total Claims Per Employee Per Month
January - 2020	$386,853	1,186	503	$326.18	$769.09
February	$396,042	1,174	501	$337.34	$790.50
March	$482,172	1,180	498	$408.62	$968.22
April	$447,631	1,198	507	$373.65	$882.90
May	$571,604	1,200	506	$476.34	$1,129.65
June	$458,421	1,191	500	$384.90	$916.84
July	$408,974	1,180	494	$346.59	$827.88
August	$392,846	1,190	502	$330.12	$782.56
September	$476,177	1,182	501	$402.86	$950.45
October	$768,425	1,185	505	$648.46	$1,521.63
November	$457,980	1,175	499	$389.77	$917.80
December	$573,243	1,182	503	$484.98	$1,139.65
YTD - 2020	**$5,820,368**	**1,185**	**502**	**$409.31**	**$966.20**
January - 2021	$263,908	1,207	500	$218.65	$527.82
February	$350,928	1,197	502	$293.17	$699.06
March	$442,618	1,203	505	$367.93	$876.47
YTD - 2021	**$1,057,453**	**1,202**	**502**	**$293.25**	**$702.16**
3 Month - 2020	**$1,265,067**	**1,180**	**501**	**$357.36**	**$841.69**

[1] 2020 data as reported by Anthem, and 2021 data as reported by UMR.

Anthem Three-Year Utilization Summary

`	Prior Period (2 years ago): Jan 2018 - Dec 2018	Prior Period (1 year ago): Jan 2019 - Dec 2019	Current Period: Jan 2020 - Dec 2020
Admissions/Visits/Services by Provider Type			
Inpatient facility (admissions)	53	68	64
Outpatient facility (visits)	1,739	1,635	2,138
Professional (services)	9,474	9,908	9,782
Paid Claims by Provider Type[1]			
Inpatient facility	$627,160	$858,151	$1,130,911
Outpatient facility	$836,716	$957,735	$2,043,357
Professional	$1,183,589	$1,198,341	$1,347,858
Total	**$2,647,465**	**$3,014,227**	**$4,522,126**
Paid Claims Per Admission/Visit/Service			
Inpatient Per Adminssion	$11,833.21	$12,619.86	$17,670.49
Outpatient Per Visit	$481.15	$585.77	$955.73
Professional Per Service	$124.93	$120.95	$137.79

[1] Paid claims do not reflect stop-loss reimbursements

Enrollment and Claims

Enrollment and Claims Metrics				
	2018	2019	2020	YTD 2021 [1]
Average Enrolled Participants				
Total - Enrolled Employees	492	499	502	502
Total - Enrolled Members	1,197	1,174	1,185	1,202
Paid Expenses[2]				
Total Paid Expenses (medical and prescription drug)	$3,861,967	$4,270,798	$5,820,368	$1,057,453
Paid Expenses - Per Employee Per Month	$654.13	$713.23	$966.20	$702.16
Paid Expenses - Per Member Per Month	$268.86	$303.15	$409.31	$293.25

[1] Through March 31, 2021

[2] Paid expenses do not reflect stop-loss reimbursements

Medical and Prescription Drug Large Claimant Experience

	January 1, 2018 - December 31, 2018		January 1, 2019 - December 31, 2019		January 1, 2020 - December 31, 2020		January 1, 2021 - March 31, 2021		Total	
	Number of Claimants	Dollar Amount	Number of Claimants	Dollar Amount	Number of Claimants	Dollar Amount	Number of Claimants	Dollar Amount	Number of Claimants	Dollar Amount
$50,000 - $99,999	9	$559,849	7	$482,832	8	$510,735	0	$0	24	$1,553,415
$100,000 - $149,999	2	$266,815	1	$113,596	3	$350,277	0	$0	6	$730,688
$150,000 - $199,999	0	$0	0	$0	1	$187,358	0	$0	1	$187,358
$200,000 - $249,999	0	$0	1	$212,195	0	$0	1	$229,456	2	$441,651
$250,000 - $499,999	0	$0	0	$0	2	$579,352	0	$0	2	$579,352
$500,000 - $999,999	0	$0	0	$0	0	$0	0	$0	-	$0
Greater than or Equal to $1 million	0	$0	0	$0	1	$1,011,624	0	$0	1	$1,011,624
Total	11	$826,663	9	$808,623	15	$2,639,346	1	$229,456	36	$4,504,089
Percent Change from Previous Year	-	-	-18.2%	-2.2%	66.7%	226.4%	-	-	-	-

Total Claims	$3,861,967	$4,270,798	$5,820,368	$1,057,453	$15,010,586
Percent of Total Claims	21.4%	18.9%	45.3%	21.7%	30.0%

Data from 2018 through 2020 is provided by Anthem. Data from January through March 2021 includes Anthem run out and data from UMR.

CITY OF JOPLIN, MISSOURI
GENERAL SALES TAX --1%
ACCOUNT # 001-0000-400-0301 (Tax Type Code 200)
HISTORICAL TAX RECEIPTS BY MONTH

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 Y-T-D	FY 2021	FY 2021 Y-T-D	Monthly % Change from FY 2020	Y-T-D % Change from FY 2020	Actual % of FY 2021 Budget Remaining
November	912,723.95	934,589.55	839,215.94	864,840.99	1,018,673.84	1,090,430.38	1,090,430.38	1,075,827.30	1,075,827.30	-1.34%	-1.34%	92.75%
December	1,122,189.89	1,216,530.00	1,118,722.66	1,724,313.47	1,232,874.05	1,355,281.81	2,445,712.19	1,403,354.16	2,479,181.46	3.55%	1.37%	83.30%
January	1,326,512.10	1,195,169.85	1,321,895.16	1,012,860.10	1,450,849.53	1,353,568.92	3,799,281.11	1,358,290.69	3,837,472.15	0.35%	1.01%	74.15%
February	1,077,485.36	1,060,815.48	1,151,343.93	1,342,971.47	1,271,096.61	1,335,166.72	5,134,447.83	1,360,530.09	5,198,002.24	1.90%	1.24%	64.99%
March	1,176,019.47	1,456,353.54	1,154,430.33	1,345,240.66	1,361,552.45	1,322,254.82	6,456,702.65	1,433,507.48	6,631,509.72	8.41%	2.71%	55.34%
April	1,123,197.03	1,119,935.78	1,124,801.60	1,103,641.48	1,193,015.26	1,071,421.25	7,528,123.90	1,314,220.00	7,945,729.72	22.66%	5.55%	46.49%
May	928,537.53	900,700.48	959,679.01	1,073,466.90	1,122,187.32	1,092,586.90	8,620,710.80	1,291,986.62	9,237,716.34	18.25%	7.16%	37.78%
June	1,078,990.29	1,358,519.98	1,171,321.49	1,219,876.57	1,264,770.32	1,237,244.91	9,857,955.71	1,596,922.41	10,834,638.75	29.07%	9.91%	27.03%
July	1,337,757.13	1,251,525.44	1,412,542.99	1,470,035.68	1,279,316.91	1,292,888.47	11,150,844.18	-	-	0.00%	0.00%	0.00%
August	914,607.95	883,328.98	1,019,664.87	1,070,687.96	1,074,123.80	1,249,324.51	12,400,168.69	-	-	0.00%	0.00%	0.00%
September	1,318,326.06	1,387,397.85	1,245,175.34	1,302,353.26	1,433,627.20	1,442,892.53	13,843,061.22	-	-	0.00%	0.00%	0.00%
October	1,172,168.87	1,154,581.06	1,080,440.82	1,066,250.29	1,254,497.04	1,322,546.86	15,165,608.08	-	-	0.00%	0.00%	0.00%
YTD Totals	13,488,515.63	13,919,447.99	13,599,234.14	14,596,538.83	14,956,584.33	15,165,608.08	15,165,608.08	10,834,638.75	10,834,638.75	29.07%	9.91%	27.03%
Annual % Change		**3.19%**	**-2.30%**	**7.33%**	**2.47%**	**1.40%**						

Budgeted for FY 2021	$ 14,848,000
Y-T-D % Increase (Decrease) from FY 2020	9.91%
Actual % of FY 2021 Budget Remaining	27.03%
% of Time Elapsed	66.67%

NOTE: Taxes are collected by the Department of Revenue approximately 30 days following the month in which taxable sales occur. Collections are remitted to the City by the 10th of each month for the prior months reported sales. Effective January 1, 2000, the State of Missouri Department of Revenue increased the threshold for monthly filing requirement from $250 to $500 for state tax collected.

Sales tax figures include the TIF sales tax collections. 50% of the TIF sales tax collections have to be remitted by the City to the TIF developer after being received from the State.

Actual budgeted increase is calculated by using the prior year actual collections compared to the budgeted amount.

This information is reported on a cash basis, while the accounting records are reported on an accrual basis.

CITY OF JOPLIN, MISSOURI
GENERAL SALES TAX - 1% (LESS TIF AMOUNT)
ACCOUNT # 001-0000-400-0301
HISTORICAL TAX RECEIPTS BY MONTH

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 Y-T-D	FY 2021	FY 2021 Y-T-D	Monthly % Change from FY 2020	Y-T-D % Change from FY 2020	Actual % of FY 2021 Budget Remaining
November	879,541.70	871,792.19	750,477.69	788,342.03	949,582.56	1,026,948.77	1,026,948.77	1,034,917.31	1,034,917.31	0.78%	0.78%	93.03%
December	1,078,034.99	1,180,007.09	1,067,419.97	1,679,548.83	1,164,040.04	1,286,993.43	2,313,942.20	1,368,071.96	2,402,989.27	6.30%	3.85%	83.82%
January	1,256,923.25	1,120,490.26	1,243,560.16	921,510.72	1,385,088.66	1,271,965.44	3,585,907.64	1,334,543.74	3,737,533.01	4.92%	4.23%	74.83%
February	1,005,177.05	997,427.85	1,086,635.80	1,253,970.89	1,198,490.74	1,222,056.35	4,807,963.99	1,300,812.59	5,038,345.60	6.44%	4.79%	66.07%
March	1,168,508.39	1,385,777.94	1,097,596.53	1,280,011.95	1,281,488.56	1,292,407.82	6,100,371.81	1,390,194.01	6,428,539.61	7.57%	5.38%	56.70%
April	1,008,909.08	1,018,571.91	1,045,066.35	1,013,886.57	1,128,168.80	1,046,164.10	7,146,535.91	1,283,423.33	7,711,962.94	22.68%	7.91%	48.06%
May	857,956.40	833,016.23	892,413.93	996,145.89	1,035,008.39	1,052,938.24	8,199,474.15	1,242,602.83	8,954,565.77	18.01%	9.21%	39.69%
June	1,043,838.22	1,311,230.14	1,114,516.04	1,185,697.95	1,197,198.97	1,201,147.72	9,400,621.87	-	-	0.00%	0.00%	0.00%
July	1,281,092.58	1,178,259.75	1,338,119.60	1,385,070.74	1,202,352.28	1,262,763.88	10,663,385.75	-	-	0.00%	0.00%	0.00%
August	851,948.00	824,806.77	943,689.78	1,004,915.36	987,086.85	1,215,344.78	11,878,730.53	-	-	0.00%	0.00%	0.00%
September	1,284,663.68	1,343,073.87	1,175,277.19	1,222,254.64	1,363,784.87	1,398,544.20	13,277,274.73	-	-	0.00%	0.00%	0.00%
October	1,109,747.03	1,091,845.70	994,811.00	1,013,005.42	1,179,740.03	1,291,139.21	14,568,413.94	-	-	0.00%	0.00%	0.00%
YTD Totals	12,826,340.37	13,156,299.70	12,749,584.04	13,744,360.99	14,072,030.75	14,568,413.94	14,568,413.94	8,954,565.77	8,954,565.77	18.01%	9.21%	39.69%

Budgeted for FY 2021	$ 14,848,000
Y-T-D % Increase (Decrease) from FY 2020	9.21%
Actual % of FY 2021 Budget Remaining	39.69%
% of Time Elapsed	58.33%

NOTE: Taxes are collected by the Department of Revenue approximately 30 days following the month in which taxable sales occur. Collections are remitted to the City by the 10th of each month for the prior months reported sales. Effective January 1, 2000, the State of Missouri Department of Revenue increased the threshold for monthly filing requirement from $250 to $500 for state tax collected.

Sales tax figures include the TIF sales tax collections. 50% of the TIF sales tax collections have to be remitted by the City to the TIF developer after being received from the State.

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This information is reported on a cash basis, while the accounting records are reported on an accrual basis.

CITY OF JOPLIN, MISSOURI
GENERAL SALES TAX (38%)*
ACCOUNT # 001-9003-500-9805
SALES TAX REMITTANCES PER MONTH

	FISCAL YEAR 2018				FISCAL YEAR 2019				FISCAL YEAR 2020			
	Paid to TIF Developer	Admin. Fee**	Monthly Remittance	FY 2018 Y-T-D	Paid to TIF Developer	Admin. Fee**	Monthly Remittance	FY 2019 Y-T-D	Paid to TIF Developer	Admin. Fee**	Monthly Remittance	FY 2020 Y-T-D
November	76,498.96	1,463.37	77,962.33	77,962.33	69,091.28	2,483.89	71,575.17	71,575.17	63,481.61	2,012.20	65,493.81	65,493.81
December	44,764.64	3,625.22	48,389.86	126,352.19	68,834.01	3,062.96	71,896.97	143,472.14	68,288.38	2,893.31	71,181.69	136,675.50
January	91,349.38	3,426.12	94,775.50	221,127.69	65,760.87	3,440.87	69,201.74	212,673.88	81,603.48	4,208.22	85,811.70	222,487.20
February	89,000.58	3,930.21	92,930.79	314,058.48	72,605.87	3,039.27	75,645.14	288,319.02	113,110.37	3,177.13	116,287.50	338,774.70
March	65,228.71	2,673.26	67,901.97	381,960.45	80,063.89	3,888.62	83,952.51	372,271.53	29,847.00	2,417.14	32,264.14	371,038.84
April	89,754.91	1,516.23	91,271.14	473,231.59	64,846.46	2,762.12	67,608.58	439,880.11	25,257.15	2,045.43	27,302.58	398,341.42
May	77,321.01	3,434.82	80,755.83	553,987.42	87,178.93	2,789.21	89,968.14	529,848.25	39,648.66	3,210.92	42,859.58	441,201.00
June	34,178.62	2,767.92	36,946.54	590,933.96	67,571.35	2,863.02	70,434.37	600,282.62	36,097.19	2,923.30	39,020.49	480,221.49
July	84,964.94	4,230.04	89,194.98	680,128.94	76,964.63	3,188.68	80,153.31	680,435.93	30,124.59	2,439.61	32,564.20	512,785.69
August	65,772.60	2,453.96	68,226.56	748,355.50	87,036.95	2,780.02	89,816.97	770,252.90	33,979.73	2,751.82	36,731.55	549,517.24
September	80,098.62	3,066.72	83,165.34	831,520.84	69,842.33	2,835.35	72,677.68	842,930.58	44,348.33	3,591.51	47,939.84	597,457.08
October	53,244.87	2,266.56	55,511.43	887,032.27	74,757.01	3,883.79	78,640.80	921,571.38	31,407.65	2,543.52	33,951.17	631,408.25
YTD Totals	**852,177.84**	**34,854.43**	**887,032.27**	**887,032.27**	**884,553.58**	**37,017.80**	**921,571.38**	**921,571.38**	**597,194.14**	**34,214.11**	**631,408.25**	**631,408.25**

	FISCAL YEAR 2021				FISCAL YEAR 2022				FISCAL YEAR 2023			
	Paid to TIF Developer	Admin. Fee**	Monthly Remittance	FY 2021 Y-T-D	Paid to TIF Developer	Admin. Fee**	Monthly Remittance	FY 2022 Y-T-D	Paid to TIF Developer	Admin. Fee**	Monthly Remittance	FY 2023 Y-T-D
November	40,909.99	3,313.06	44,223.05	44,223.05	-	-	-	-	-	-	-	-
December	35,282.20	2,857.30	38,139.50	82,362.55	-	-	-	-	-	-	-	-
January	23,746.95	1,710.93	25,457.88	107,820.43	-	-	-	-	-	-	-	-
February	59,717.50	4,836.16	64,553.66	172,374.09	-	-	-	-	-	-	-	-
March	43,313.47	3,507.70	46,821.17	219,195.26	-	-	-	-	-	-	-	-
April	30,796.67	2,494.05	33,290.72	252,485.98	-	-	-	-	-	-	-	-
May	49,383.79	3,999.30	53,383.09	305,869.07	-	-	-	-	-	-	-	-
June	-	-	-	-	-	-	-	-	-	-	-	-
July	-	-	-	-	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-	-	-	-
YTD Totals	**283,150.57**	**22,718.50**	**305,869.07**	**305,869.07**	-	-	-	-	-	-	-	-

*Percentage changed from 47% to 38% beginning with the June 2007 payment to the TIF developers due to the additional General Sales Tax for Police & Fire.

**A 5% fee is held out of the payment to the TIF developer as an administrative expense. The 5% fee goes into the General Fund as a revenue to the City. Administration fee dropped to 3% November 2007 (FY 2008).

Note: Total collections are shown on the historical tax receipts report. The amounts above represent 50% of sales tax collections collected from the TIF districts. The above amounts have been remitted to the TIF developers and represent date paid to the developer and not the date collected from the state.

CITY OF JOPLIN, MISSOURI
GENERAL SALES TAX FOR POLICE & FIRE PENSION--1/2%*
ACCOUNT # 010-0000-400-0313 (Tax Type Code 202)
HISTORICAL TAX RECEIPTS BY MONTH

	FY 2020	FY 2020 Y-T-D	FY 2021	FY 2021 Y-T-D	Monthly % Change from FY 2020	Y-T-D % Change from FY 2020	Actual % of FY 2021 Budget Remaining
November	-	-	535,663.79	535,663.79	100.00%	100.00%	92.78%
December	-	-	703,796.64	1,239,460.43	100.00%	100.00%	83.30%
January	-	-	675,387.57	1,914,848.00	100.00%	100.00%	74.21%
February	-	-	677,662.13	2,592,510.13	100.00%	100.00%	65.08%
March	-	-	712,434.09	3,304,944.22	100.00%	100.00%	55.48%
April	-	-	651,616.53	3,956,560.75	100.00%	100.00%	46.71%
May	27,005.46	27,005.46	642,760.86	4,599,321.61	2280.11%	16931.08%	38.05%
June	409,843.94	436,849.40	798,423.11	5,397,744.72	94.81%	1135.61%	27.29%
July	609,949.85	1,046,799.25	-	-	0.00%	0.00%	0.00%
August	618,667.76	1,665,467.01	-	-	0.00%	0.00%	0.00%
September	708,995.63	2,374,462.64	-	-	0.00%	0.00%	0.00%
October	650,705.81	3,025,168.45	-	-	0.00%	0.00%	0.00%
YTD Totals	3,025,168.45	3,025,168.45	5,397,744.72	5,397,744.72	94.81%	1135.61%	27.29%

*Tax passed by voters November 2019. Tax effective April 1, 2020.

Budgeted for FY 2021	$ 7,424,000
Y-T-D % Increase (Decrease) from FY 2020	1135.61%
Actual % of FY 2021 Budget Remaining	27.29%
% of Time Elapsed	66.67%

NOTE: Taxes are collected by the Department of Revenue approximately 30 days following the month in which taxable sales occur. Collections are remitted to the City by the 10th of each month for the prior months n each month for the prior months reported sales. Effective January 1, 2000, the State of Missouri Department of Revenue increased the threshold for monthly filing requirement from $250 to $500 fo requirement from $250 to $500 for state tax collected.

Sales tax figures include the TIF sales tax collections. 50% of the TIF sales tax collections have to be remitted by the City to the TIF developer after being received from the State.

Actual budgeted increase is calculated by using the prior year actual collections compared to the budgeted amount.

This information is reported on a cash basis, while the accounting records are reported on an accrual basis.

CITY OF JOPLIN, MISSOURI
GENERAL SALES TAX FOR POLICE & FIRE --1/2%*
ACCOUNT # 101-0000-400-0312 (Tax Type Code 201)
HISTORICAL TAX RECEIPTS BY MONTH

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 Y-T-D	FY 2021	FY 2021 Y-T-D	Monthly % Change from FY 2020	Y-T-D % Change from FY 2020	Actual % of FY 2021 Budget Remaining
November	455,121.67	466,943.60	419,396.98	432,457.56	509,064.16	544,700.84	544,700.84	537,750.61	537,750.61	-1.28%	-1.28%	92.76%
December	560,746.84	607,934.54	558,969.95	861,997.66	615,680.31	677,338.25	1,222,039.09	701,509.00	1,239,259.61	3.57%	1.41%	83.31%
January	662,739.04	597,334.92	660,470.61	506,398.03	723,740.71	676,631.41	1,898,670.50	678,821.35	1,918,080.96	0.32%	1.02%	74.16%
February	537,711.48	529,615.23	575,344.14	670,561.05	633,762.08	667,542.37	2,566,212.87	680,236.65	2,598,317.61	1.90%	1.25%	65.00%
March	586,997.27	727,653.90	576,659.06	671,873.58	680,020.06	660,377.56	3,226,590.43	716,239.81	3,314,557.42	8.46%	2.73%	55.35%
April	561,441.13	559,500.77	561,297.01	551,626.62	595,796.46	534,740.95	3,761,331.38	657,053.60	3,971,611.02	22.87%	5.59%	46.50%
May	463,927.76	449,747.96	479,292.19	536,268.63	560,936.61	545,959.21	4,307,290.59	645,967.55	4,617,578.57	18.32%	7.20%	37.80%
June	539,025.41	678,926.95	584,970.84	608,968.16	631,632.40	618,450.70	4,925,741.29	798,139.28	5,415,717.85	29.05%	9.95%	27.05%
July	668,457.23	625,466.46	705,966.52	734,615.78	639,169.79	646,310.78	5,572,052.07	-	-	0.00%	0.00%	0.00%
August	457,047.33	441,492.42	509,068.22	534,861.93	536,592.93	624,237.41	6,196,289.48	-	-	0.00%	0.00%	0.00%
September	658,932.91	693,711.94	622,668.13	650,774.69	716,033.23	721,198.53	6,917,488.01	-	-	0.00%	0.00%	0.00%
October	585,907.48	577,039.15	540,029.95	532,915.48	627,014.08	660,951.69	7,578,439.70	-	-	0.00%	0.00%	0.00%
YTD Totals	6,738,055.55	6,955,367.84	6,794,133.60	7,293,319.17	7,469,442.82	7,578,439.70	7,578,439.70	5,415,717.85	5,415,717.85	29.05%	9.95%	27.05%

*Tax passed by voters November 2006. Tax effective April 1, 2007.

Budgeted for FY 2021	$ 7,424,000
Y-T-D % Increase (Decrease) from FY 2020	9.95%
Actual % of FY 2021 Budget Remaining	27.05%
% of Time Elapsed	66.67%

NOTE: Taxes are collected by the Department of Revenue approximately 30 days following the month in which taxable sales occur. Collections are remitted to the City by the 10th of each month for the prior months reported sales. Effective January 1, 2000, the State of Missouri Department of Revenue increased the threshold for monthly filing requirement from $250 to $500 for state tax collected.

Sales tax figures include the TIF sales tax collections. 50% of the TIF sales tax collections have to be remitted by the City to the TIF developer after being received from the State.

Actual budgeted increase is calculated by using the prior year actual collections compared to the budgeted amount.

This information is reported on a cash basis, while the accounting records are reported on an accrual basis.

CITY OF JOPLIN, MISSOURI
GENERAL POLICE & FIRE SALES TAX (19%)
ACCOUNT # 101-9003-500-9805
SALES TAX REMITTANCES PER MONTH

	FISCAL YEAR 2015		FISCAL YEAR 2016		FISCAL YEAR 2017		FISCAL YEAR 2018	
	Paid to TIF Developer	FY 2015 Y-T-D	Paid to TIF Developer	FY 2016 Y-T-D	Paid to TIF Developer	FY 2017 Y-T-D	Paid to TIF Developer	FY 2018 Y-T-D
November	15,119.09	15,119.09	30,930.04	30,930.04	43,706.90	43,706.90	37,678.59	37,678.59
December	20,657.22	35,776.31	17,988.89	48,918.93	25,268.49	68,975.39	22,048.25	59,726.84
January	32,272.01	68,048.32	36,782.48	85,701.41	38,582.91	107,558.30	44,992.98	104,719.82
February	33,687.16	101,735.48	31,220.78	116,922.19	31,871.17	139,429.47	43,836.10	148,555.92
March	3,699.49	105,434.96	34,761.11	151,683.30	27,992.77	167,422.24	32,127.58	180,683.50
April	56,291.08	161,726.04	49,925.49	201,608.79	39,272.59	206,694.83	44,207.64	224,891.14
May	34,763.84	196,489.88	33,337.02	234,945.81	33,130.56	239,825.39	38,083.48	262,974.62
June	17,313.70	213,803.58	23,408.47	258,354.28	27,978.80	267,804.19	16,834.24	279,808.86
July	27,909.40	241,712.98	36,086.09	294,440.37	36,656.30	304,460.49	41,848.40	321,657.26
August	30,862.36	272,575.34	28,824.37	323,264.74	37,420.57	341,881.06	32,395.46	354,052.72
September	16,579.98	289,155.32	21,831.21	345,095.95	34,427.45	376,308.51	39,451.56	393,504.28
October	30,745.09	319,900.41	30,899.50	375,995.45	42,175.88	418,484.39	26,225.09	419,729.37
YTD Totals	**319,900.41**	**319,900.41**	**375,995.45**	**375,995.45**	**418,484.39**	**418,484.39**	**419,729.37**	**419,729.37**

	FISCAL YEAR 2019		FISCAL YEAR 2020		FISCAL YEAR 2021		FISCAL YEAR 2022	
	Paid to TIF Developer	FY 2019 Y-T-D	Paid to TIF Developer	FY 2020 Y-T-D	Paid to TIF Developer	FY 2021 Y-T-D	Paid to TIF Developer	FY 2022 Y-T-D
November	34,030.03	34,030.03	31,267.06	31,267.06	20,149.70	20,149.70	-	-
December	33,903.32	67,933.35	33,634.58	64,901.64	17,377.80	37,527.50	-	-
January	32,389.68	100,323.03	40,192.76	105,094.40	11,696.26	49,223.76	-	-
February	35,761.10	136,084.13	55,711.08	160,805.48	29,413.10	78,636.86	-	-
March	39,434.45	175,518.58	14,700.76	175,506.24	21,333.50	99,970.36	-	-
April	31,939.30	207,457.88	12,440.09	187,946.33	15,168.51	115,138.87	-	-
May	42,938.87	250,396.75	19,528.44	207,474.77	24,323.36	139,462.23	-	-
June	33,281.41	283,678.16	17,779.21	225,253.98	-	-	-	-
July	37,907.95	321,586.11	14,837.48	240,091.46	-	-	-	-
August	42,868.95	364,455.06	16,736.29	256,827.75	-	-	-	-
September	34,399.95	398,855.01	21,843.21	278,670.96	-	-	-	-
October	36,820.61	435,675.62	15,469.44	294,140.40	-	-	-	-
YTD Totals	**435,675.62**	**435,675.62**	**294,140.40**	**294,140.40**	**139,462.23**	**139,462.23**	**-**	**-**

Note: Total collections are shown on the historical tax receipts report. The amounts above represent 50% of sales tax collections collected from the TIF districts. The above amounts have been remitted to the TIF developers and represent date paid to the developer and not the date collected from the state.

CITY OF JOPLIN, MISSOURI

PARKS & STORMWATER SALES TAX --1/4%

ACCOUNT # 130-0000-400-0306 & 0307 (Tax Type Code 260)

HISTORICAL TAX RECEIPTS BY MONTH

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 Y-T-D	FY 2021	FY 2021 Y-T-D	Monthly % Change from FY 2020	Y-T-D % Change from FY 2020	Actual % of FY 2021 Budget Remaining
November	227,560.56	233,471.54	209,698.54	216,228.57	254,532.30	272,356.57	272,356.57	268,875.08	268,875.08	-1.28%	-1.28%	92.76%
December	280,373.67	303,967.11	279,488.01	430,998.32	307,839.68	338,668.97	611,025.54	350,754.38	619,629.46	3.57%	1.41%	83.31%
January	331,371.32	298,657.08	330,235.20	253,198.71	361,870.28	338,316.02	949,341.56	339,410.59	959,040.05	0.32%	1.02%	74.16%
February	268,999.27	264,811.14	287,671.99	335,278.24	316,881.33	333,770.51	1,283,112.07	340,120.33	1,299,160.38	1.90%	1.25%	65.00%
March	293,538.03	363,932.37	288,370.96	335,936.56	340,010.00	330,188.70	1,613,300.77	358,119.99	1,657,280.37	8.46%	2.73%	55.35%
April	280,760.68	279,818.93	280,654.85	275,813.16	297,897.88	267,370.11	1,880,670.88	328,526.69	1,985,807.06	22.87%	5.59%	46.50%
May	231,967.63	225,069.39	239,646.19	268,151.07	280,467.68	272,979.04	2,153,649.92	322,983.47	2,308,790.53	18.32%	7.20%	37.80%
June	269,513.22	339,463.51	292,485.92	304,484.24	315,816.05	309,224.94	2,462,874.86	399,069.59	2,707,860.12	29.05%	9.95%	27.05%
July	334,239.01	312,732.95	352,983.02	367,307.66	319,584.71	323,155.02	2,786,029.88	-	-	0.00%	0.00%	0.00%
August	228,525.05	220,746.38	254,534.57	267,431.08	268,296.43	312,118.45	3,098,148.33	-	-	0.00%	0.00%	0.00%
September	329,465.93	346,784.49	311,334.42	325,388.58	358,016.60	360,598.73	3,458,747.06	-	-	0.00%	0.00%	0.00%
October	292,953.86	288,519.48	270,014.78	266,464.39	313,506.79	330,475.56	3,789,222.62	-	-	0.00%	0.00%	0.00%
YTD Totals	3,369,268.23	3,477,974.37	3,397,118.45	3,646,680.58	3,734,719.73	3,789,222.62	3,789,222.62	2,707,860.12	2,707,860.12	29.05%	9.95%	27.05%

Budgeted for FY 2021	$ 3,712,000
Y-T-D % Increase (Decrease) from FY 2020	9.95%
Actual % of FY 2021 Budget Remaining	27.05%
% of Time Elapsed	66.67%

NOTE: Taxes are collected by the Department of Revenue approximately 30 days following the month in which taxable sales occur. Collections are remitted to the City by the 10th of each month for the prior months reported sales. Effective January 1, 2000, the State of Missouri Department of Revenue increased the threshold for monthly filing requirement from $250 to $500 for state tax collected.

Sales tax figures include the TIF sales tax collections. 50% of the TIF sales tax collections have to be remitted by the City to the TIF developer after being received from the State.

Actual budgeted increase is calculated by using the prior year actual collections compared to the budgeted amount.

This information is reported on a cash basis, while the accounting records are reported on an accrual basis.

CITY OF JOPLIN, MISSOURI
PARKS & STORMWATER SALES TAX (10%)*
ACCOUNT # 130-9003-530-9805 & 130-9003-560-9805
SALES TAX REMITTANCES PER MONTH

	FISCAL YEAR 2014		FISCAL YEAR 2015		FISCAL YEAR 2016		FISCAL YEAR 2017	
	Paid to TIF Developers	FY 2014 Y-T-D	Paid to TIF Developers	FY 2015 Y-T-D	Paid to TIF Developers	FY 2016 Y-T-D	Paid to TIF Developers	FY 2017 Y-T-D
November	9,927.08	9,927.08	8,037.79	8,037.79	16,443.41	16,443.41	23,235.99	23,235.99
December	10,430.65	20,357.74	10,982.04	19,019.83	9,563.48	26,006.88	13,433.54	36,669.53
January	9,318.34	29,676.08	17,156.84	36,176.67	19,554.75	45,561.63	20,511.91	57,181.44
February	11,247.06	40,923.14	17,909.18	54,085.85	16,597.97	62,159.60	16,943.74	74,125.18
March	10,752.16	51,675.30	1,966.77	56,052.61	18,480.12	80,639.72	14,881.85	89,007.03
April	18,486.28	70,161.58	29,926.15	85,978.76	26,541.99	107,181.71	20,878.57	109,885.60
May	11,275.62	81,437.19	18,481.57	104,460.33	17,723.03	124,904.74	17,613.27	127,498.87
June	14,533.93	95,971.12	9,204.52	113,664.85	12,444.69	137,349.44	14,874.43	142,373.30
July	19,191.90	115,163.02	14,837.53	128,502.39	19,184.52	156,533.96	19,487.67	161,860.97
August	18,374.72	133,537.74	16,407.43	144,909.81	15,323.96	171,857.92	19,893.97	181,754.94
September	11,501.27	145,039.01	8,814.45	153,724.26	11,606.17	183,464.09	18,302.74	200,057.68
October	19,225.36	164,264.38	16,345.07	170,069.34	16,427.17	199,891.26	22,422.05	222,479.73
YTD Totals	**164,264.38**	**164,264.38**	**170,069.34**	**170,069.34**	**199,891.26**	**199,891.26**	**222,479.73**	**222,479.73**

	FISCAL YEAR 2018		FISCAL YEAR 2019		FISCAL YEAR 2020		FISCAL YEAR 2021	
	Paid to TIF Developers	FY 2018 Y-T-D	Paid to TIF Developers	FY 2019 Y-T-D	Paid to TIF Developers	FY 2020 Y-T-D	Paid to TIF Developers	FY 2021 Y-T-D
November	20,031.15	20,031.15	18,091.46	18,091.46	16,622.58	16,622.58	10,712.23	10,712.23
December	11,721.56	31,752.71	18,024.09	36,115.55	17,881.22	34,503.80	9,238.60	19,950.83
January	23,919.71	55,672.42	17,219.40	53,334.95	21,367.76	55,871.56	6,218.11	26,168.94
February	23,304.68	78,977.10	19,011.75	72,346.70	29,617.80	85,489.36	15,636.95	41,805.89
March	17,080.05	96,057.15	20,964.62	93,311.32	7,815.40	93,304.76	11,341.58	53,147.47
April	23,502.20	119,559.35	16,979.96	110,291.28	6,613.55	99,918.31	8,064.07	61,211.54
May	20,246.40	139,805.75	22,827.68	133,118.96	10,381.95	110,300.26	12,931.08	74,142.62
June	8,949.63	148,755.38	17,693.47	150,812.43	9,452.00	119,752.26	-	-
July	22,247.96	171,003.34	20,153.08	170,965.51	7,888.08	127,640.34	-	-
August	17,222.47	188,225.81	22,790.51	193,756.02	8,897.55	136,537.89	-	-
September	20,973.72	209,199.53	18,288.12	212,044.14	11,612.55	148,150.44	-	-
October	13,942.10	223,141.63	19,575.02	231,619.16	8,224.05	156,374.49	-	-
YTD Totals	**223,141.63**	**223,141.63**	**231,619.16**	**231,619.16**	**156,374.49**	**156,374.49**	**74,142.62**	**74,142.62**

*Percentage changed from 11.8% to10% beginning with the June 2007 payment to the TIF developers due to the additional General Sales Tax for Police & Fire.

Note: Total collections are shown on the historical tax receipts report. The amounts above represent 50% of sales tax collections collected from the TIF districts. The above amounts have been remitted to the TIF developers and represent date paid to the developer and not the date collected from the state.

CITY OF JOPLIN, MISSOURI
TRANSPORTATION SALES TAX --1/2%
ACCOUNT # 140-0000-400-0302 (Tax Type Code 215)
HISTORICAL TAX RECEIPTS BY MONTH

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 Y-T-D	FY 2021	FY 2021 Y-T-D	Monthly % Change from FY 2020	Y-T-D % Change from FY 2020	Actual % of FY 2021 Budget Remaining
November	456,361.74	467,295.26	419,608.03	432,420.42	509,336.78	545,214.59	545,214.59	537,913.56	537,913.56	-1.34%	-1.34%	92.75%
December	561,094.71	608,264.73	559,361.53	862,156.43	616,437.35	677,641.12	1,222,855.71	701,677.42	1,239,590.98	3.55%	1.37%	83.30%
January	663,255.77	597,584.62	660,948.18	506,429.50	725,424.74	676,784.92	1,899,640.63	679,145.12	1,918,736.10	0.35%	1.01%	74.15%
February	538,742.21	530,407.54	575,671.75	671,486.26	635,548.13	667,583.59	2,567,224.22	680,265.13	2,599,001.23	1.90%	1.24%	64.99%
March	588,009.42	728,176.62	577,215.04	672,620.42	680,776.00	661,127.22	3,228,351.44	716,754.43	3,315,755.66	8.41%	2.71%	55.34%
April	561,598.44	559,968.21	562,401.48	551,820.80	596,506.99	535,710.72	3,764,062.16	657,109.71	3,972,865.37	22.66%	5.55%	46.49%
May	464,269.10	450,350.34	479,839.38	536,733.66	561,093.96	546,293.73	4,310,355.89	645,993.43	4,618,858.80	18.25%	7.16%	37.78%
June	539,494.96	679,260.03	585,660.61	609,938.18	632,385.22	618,622.76	4,928,978.65	798,460.76	5,417,319.56	29.07%	9.91%	27.03%
July	668,878.26	625,762.54	706,272.20	735,017.79	639,659.01	646,444.54	5,575,423.19	-	-	0.00%	0.00%	0.00%
August	457,304.37	441,664.10	509,832.27	535,343.84	537,061.77	624,662.11	6,200,085.30	-	-	0.00%	0.00%	0.00%
September	659,162.96	693,698.76	622,587.77	651,176.48	716,813.63	721,446.39	6,921,531.69	-	-	0.00%	0.00%	0.00%
October	586,084.16	577,290.80	540,220.47	533,127.91	627,248.75	661,273.59	7,582,805.28	-	-	0.00%	0.00%	0.00%
YTD Totals	6,744,256.10	6,959,723.55	6,799,618.71	7,298,271.69	7,478,292.33	7,582,805.28	7,582,805.28	5,417,319.56	5,417,319.56	29.07%	9.91%	27.03%

Budgeted for FY 2021	$ 7,424,000
Y-T-D % Increase (Decrease) from FY 2020	9.91%
Actual % of FY 2021 Budget Remaining	27.03%
% of Time Elapsed	66.67%

NOTE: Taxes are collected by the Department of Revenue approximately 30 days following the month in which taxable sales occur. Collections are remitted to the City by the 10th of each month for the prior months reported sales. Effective January 1, 2000, the State of Missouri Department of Revenue increased the threshold for monthly filing requirement from $250 to $500 for state tax collected.

Sales tax figures include the TIF sales tax collections. 50% of the TIF sales tax collections have to be remitted by the City to the TIF developer after being received from the State.

Actual budgeted increase is calculated by using the prior year actual collections compared to the budgeted amount.

This information is reported on a cash basis, while the accounting records are reported on an accrual basis.

CITY OF JOPLIN, MISSOURI
TRANSPORTATION SALES TAX (19%)*
ACCOUNT # 140-9003-530-9805
SALES TAX REMITTANCES PER MONTH

	FISCAL YEAR 2014		FISCAL YEAR 2015		FISCAL YEAR 2016		FISCAL YEAR 2017	
	Paid to TIF Developer	FY 2014 Y-T-D	Paid to TIF Developer	FY 2015 Y-T-D	Paid to TIF Developer	FY 2016 Y-T-D	Paid to TIF Developer	FY 2017 Y-T-D
November	18,861.46	18,861.46	15,271.81	15,271.81	31,242.47	31,242.47	44,148.38	44,148.38
December	19,818.24	38,679.70	20,865.87	36,137.68	18,170.60	49,413.07	25,523.72	69,672.10
January	17,704.85	56,384.55	32,598.00	68,735.67	37,154.02	86,567.10	38,972.64	108,644.74
February	21,369.42	77,753.97	34,027.44	102,763.11	31,536.14	118,103.23	32,193.10	140,837.84
March	20,429.10	98,183.07	3,736.86	106,499.97	35,112.23	153,215.47	28,275.52	169,113.36
April	35,123.93	133,307.00	56,859.68	163,359.65	50,429.78	203,645.25	39,669.28	208,782.64
May	21,423.67	154,730.67	35,114.99	198,474.64	33,673.76	237,319.01	33,465.21	242,247.85
June	27,614.46	182,345.13	17,488.59	215,963.23	23,644.92	260,963.93	28,261.42	270,509.27
July	36,464.60	218,809.73	28,191.31	244,154.54	36,450.59	297,414.52	37,026.56	307,535.83
August	34,911.98	253,721.71	31,174.11	275,328.65	29,115.53	326,530.05	37,798.55	345,334.38
September	21,852.42	275,574.13	16,747.46	292,076.10	22,051.73	348,581.78	34,775.20	380,109.58
October	36,528.19	312,102.31	31,055.64	323,131.75	31,211.62	379,793.40	42,601.90	422,711.48
YTD Totals	**312,102.31**	**312,102.31**	**323,131.75**	**323,131.75**	**379,793.40**	**379,793.40**	**422,711.48**	**422,711.48**

	FISCAL YEAR 2018		FISCAL YEAR 2019		FISCAL YEAR 2020		FISCAL YEAR 2021	
	Paid to TIF Developer	FY 2018 Y-T-D	Paid to TIF Developer	FY 2019 Y-T-D	Paid to TIF Developer	FY 2020 Y-T-D	Paid to TIF Developer	FY 2021 Y-T-D
November	38,059.18	38,059.18	34,373.77	34,373.77	31,582.89	31,582.89	20,353.23	20,353.23
December	22,270.96	60,330.14	34,245.78	68,619.55	33,974.32	65,557.21	17,553.33	37,906.56
January	45,447.45	105,777.59	32,716.85	101,336.40	40,598.75	106,155.96	11,814.41	49,720.97
February	44,278.89	150,056.48	36,122.32	137,458.72	56,273.82	162,429.78	29,710.20	79,431.17
March	32,452.10	182,508.58	39,832.78	177,291.50	14,849.26	177,279.04	21,548.99	100,980.16
April	44,654.18	227,162.76	32,261.92	209,553.42	12,565.75	189,844.79	15,321.73	116,301.89
May	38,468.17	265,630.93	43,372.60	252,926.02	19,725.70	209,570.49	24,569.05	140,870.94
June	17,004.29	282,635.22	33,617.59	286,543.61	17,958.80	227,529.29	-	-
July	42,271.11	324,906.33	38,290.86	324,834.47	14,987.36	242,516.65	-	-
August	32,722.69	357,629.02	43,301.97	368,136.44	16,905.34	259,421.99	-	-
September	39,850.06	397,479.08	34,747.43	402,883.87	22,063.85	281,485.84	-	-
October	26,489.99	423,969.07	37,192.54	440,076.41	15,625.70	297,111.54	-	-
YTD Totals	**423,969.07**	**423,969.07**	**440,076.41**	**440,076.41**	**297,111.54**	**297,111.54**	**140,870.94**	**140,870.94**

*Percentage changed from 23.5% to 19% beginning with the June 2007 payment to the TIF developers due to the additional General Sales Tax for Police & Fire.

Note: Total collections are shown on the historical tax receipts report. The amounts above represent 50% of sales tax collections collected from the TIF districts. The above amounts have been remitted to the TIF developers and represent date paid to the developer and not the date collected from the state.

CITY OF JOPLIN, MISSOURI
CAPITAL IMPROVEMENT SALES TAX --3/8%
ACCOUNT # 145-0000-400-0308 (Tax Type Code 210)
HISTORICAL TAX RECEIPTS BY MONTH

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2020 Y-T-D	FY 2021	FY 2021 Y-T-D	Monthly % Change from FY 2020	Y-T-D % Change from FY 2020	Actual % of FY 2021 Budget Remaining
November	341,341.54	350,207.62	314,547.92	324,343.25	381,798.45	408,534.06	408,534.06	403,312.57	403,312.57	-1.28%	-1.28%	92.76%
December	420,560.40	455,950.84	419,231.64	646,497.65	461,760.49	508,003.66	916,537.72	526,131.61	929,444.18	3.57%	1.41%	83.31%
January	497,056.68	447,932.63	495,352.86	379,798.62	542,805.76	507,473.32	1,424,011.04	509,116.02	1,438,560.20	0.32%	1.02%	74.16%
February	403,284.22	397,216.97	431,508.37	502,917.97	475,321.60	500,656.25	1,924,667.29	510,180.01	1,948,740.21	1.90%	1.25%	65.00%
March	440,283.27	545,884.09	432,533.68	503,904.91	510,014.83	495,283.25	2,419,950.54	537,179.60	2,485,919.81	8.46%	2.73%	55.35%
April	421,135.42	419,727.53	420,982.14	413,719.82	446,847.84	401,055.54	2,821,006.08	492,790.62	2,978,710.43	22.87%	5.59%	46.50%
May	347,951.11	337,601.52	359,469.01	402,200.92	420,701.61	409,469.18	3,230,475.26	484,475.40	3,463,185.83	18.32%	7.20%	37.80%
June	404,270.04	509,194.97	438,728.50	456,726.03	473,724.29	463,837.55	3,694,312.81	598,604.66	4,061,790.49	29.05%	9.95%	27.05%
July	501,358.79	469,099.83	529,474.97	550,961.84	479,377.25	484,732.73	4,179,045.54	-	-	0.00%	0.00%	0.00%
August	342,787.82	331,119.62	381,801.78	401,146.37	402,444.81	468,178.34	4,647,223.88	-	-	0.00%	0.00%	0.00%
September	494,199.42	520,270.00	467,001.42	488,080.89	537,025.17	540,898.55	5,188,122.43	-	-	0.00%	0.00%	0.00%
October	439,430.59	432,779.49	405,022.38	399,702.28	470,260.48	495,713.98	5,683,836.41	-	-	0.00%	0.00%	0.00%
YTD Totals	5,053,659.30	5,216,985.11	5,095,654.67	5,470,000.55	5,602,082.58	5,683,836.41	5,683,836.41	4,061,790.49	4,061,790.49	29.05%	9.95%	27.05%

Budgeted for FY 2021	$ 5,568,000
Y-T-D % Increase (Decrease) from FY 2020	9.95%
Actual % of FY 2021 Budget Remaining	27.05%
% of Time Elapsed	66.67%

NOTE: Taxes are collected by the Department of Revenue approximately 30 days following the month in which taxable sales occur. Collections are remitted to the City by the 10th of each month for the prior months reported sales. Effective January 1, 2000, the State of Missouri Department of Revenue increased the threshold for monthly filing requirement from $250 to $500 for state tax collected.

Sales tax figures include the TIF sales tax collections. 50% of the TIF sales tax collections have to be remitted by the City to the TIF developer after being received from the State.

Actual budgeted increase is calculated by using the prior year actual collections compared to the budgeted amount.

This information is reported on a cash basis, while the accounting records are reported on an accrual basis.

CITY OF JOPLIN, MISSOURI
CAPITAL IMPROVEMENT SALES TAX (14%)*
ACCOUNT # 145-9003-520-9805
SALES TAX REMITTANCES PER MONTH

	FISCAL YEAR 2014		FISCAL YEAR 2015		FISCAL YEAR 2016		FISCAL YEAR 2017	
	Paid to TIF Developers	FY 2014 Y-T-D	Paid to TIF Developers	FY 2015 Y-T-D	Paid to TIF Developers	FY 2016 Y-T-D	Paid to TIF Developers	FY 2017 Y-T-D
November	13,897.92	13,897.92	11,252.91	11,252.91	23,020.77	23,020.77	32,530.39	32,530.39
December	14,602.92	28,500.83	15,374.85	26,627.76	13,388.87	36,409.63	18,806.95	51,337.34
January	13,045.68	41,546.51	24,019.58	50,647.34	27,376.65	63,786.28	28,716.68	80,054.02
February	15,745.89	57,292.40	25,072.85	75,720.19	23,237.16	87,023.44	23,721.23	103,775.25
March	15,053.02	72,345.42	2,753.47	78,473.66	25,872.17	112,895.61	20,834.59	124,609.84
April	25,880.79	98,226.21	41,896.60	120,370.26	37,158.79	150,054.40	29,230.00	153,839.84
May	15,785.86	114,012.07	25,874.20	146,244.47	24,812.24	174,866.64	24,658.58	178,498.42
June	20,347.50	134,359.57	12,886.33	159,130.80	17,422.57	192,289.21	20,824.20	199,322.62
July	26,868.65	161,228.22	20,772.55	179,903.34	26,858.33	219,147.54	27,282.73	226,605.35
August	25,724.61	186,952.84	22,970.40	202,873.74	21,453.55	240,601.09	27,851.56	254,456.91
September	16,101.78	203,054.62	12,340.23	215,213.97	16,248.64	256,849.73	25,623.83	280,080.74
October	26,915.51	229,970.13	22,883.10	238,097.07	22,998.04	279,847.77	31,390.87	311,471.61
YTD Totals	**229,970.13**	**229,970.13**	**238,097.07**	**238,097.07**	**279,847.77**	**279,847.77**	**311,471.61**	**311,471.61**

	FISCAL YEAR 2018		FISCAL YEAR 2019		FISCAL YEAR 2020		FISCAL YEAR 2021	
	Paid to TIF Developers	FY 2018 Y-T-D	Paid to TIF Developers	FY 2019 Y-T-D	Paid to TIF Developers	FY 2020 Y-T-D	Paid to TIF Developers	FY 2021 Y-T-D
November	28,043.61	28,043.61	25,328.04	25,328.04	23,271.61	23,271.61	14,997.12	14,997.12
December	16,410.18	44,453.79	25,233.73	50,561.77	25,033.71	48,305.32	12,934.04	27,931.16
January	33,487.60	77,941.39	24,107.15	74,668.92	29,914.87	78,220.19	8,705.35	36,636.51
February	32,626.55	110,567.94	26,616.45	101,285.37	41,464.92	119,685.11	21,891.73	58,528.24
March	23,912.07	134,480.01	29,350.47	130,635.84	10,941.56	130,626.67	15,878.21	74,406.45
April	32,903.08	167,383.09	23,771.94	154,407.78	9,258.97	139,885.64	11,289.69	85,696.14
May	28,344.96	195,728.05	31,958.76	186,366.54	14,534.73	154,420.37	18,103.51	103,799.65
June	12,529.48	208,257.53	24,770.85	211,137.39	13,232.80	167,653.17	-	-
July	31,147.14	239,404.67	28,214.32	239,351.71	11,043.31	178,696.48	-	-
August	24,111.45	263,516.12	31,906.71	271,258.42	12,456.57	191,153.05	-	-
September	29,363.20	292,879.32	25,603.37	296,861.79	16,257.57	207,410.62	-	-
October	19,518.94	312,398.26	27,405.03	324,266.82	11,513.67	218,924.29	-	-
YTD Totals	**312,398.26**	**312,398.26**	**324,266.82**	**324,266.82**	**218,924.29**	**218,924.29**	**103,799.65**	**103,799.65**

*Percentage changed from 17.7% to14% beginning with the June 2007 payment to the TIF developers due to the additional General Sales Tax for Police & Fire.

Note: Total collections are shown on the historical tax receipts report. The amounts above represent 50% of sales tax collections collected from the TIF districts. The above amounts have been remitted to the TIF developers and represent date paid to the developer and not the date collected from the state.

JOPLIN CITY COUNCIL
JUNE 7, 2021
MEETING MINUTES

CALL TO ORDER

The June 7, 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. Stinnett.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Gary Shaw, Mayor Ryan Stanley, Phil Stinnett, and Christina Williams. Absent: Diane Reid Adams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards. Motion by Mr. Monteleone, second by Mr. Lawson to excuse Dr. Reid Adams. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0.

PRESENTATIONS

Thad Beeler, Executive Director of National Disaster Photo Rescue, presented a framed print titled Lost Photos of Joplin, to the City of Joplin to commemorate the nearly 40,000 photographs collected after the May 22, 2011 tornado. The print was designed by a local photographer and is comprised of photo scans of the lost photographs collected across the area after the tornado and serves as a reminder of hope to remember the more than 1,000 families who have received almost 20,000 of these lost photographs which finally went back home.

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

Recovery Plan – Phase 4. Presented by Health Director Ryan Talken.

The Recovery and Response Plan refers to Phase 4 as a time to prepare for the next pandemic. The COVID-19 pandemic has exposed gaps in our local pandemic preparedness. COVID-19 will likely not be the last public- health emergency to threaten the Joplin area. Time must be taken to identify shortcomings in responding to this pandemic and prepare the Joplin community for future events. To meet this need the following recommendations are made as we move beyond the Response and Recovery Plan.

1. Ongoing Surveillance and Response

The Joplin Health Department will continue to utilize public health best practices in responding to communicable diseases. These include:

- Conduct ongoing surveillance of COVID-19 and other diseases within the Joplin community. Data will be monitored utilizing local, state, and federal sources. Findings will be reported to Joplin City Council for consideration if levels warrant concern.
- Maintain a state of readiness through developing and training staff in up to date communicable disease response practices
- Acquire and administer vaccines/prophylaxis as needed in the Joplin community

2. Continue Working with Area Stakeholders

In conjunction with the Jasper Newton County Emergency Healthcare Coalition, the Joplin Health Department will review the local COVID-19 response to evaluate which methods were effective and which needed further improvement. Areas to be addressed include the following:

- Findings will be compiled into an after-action report (AAR) and be made available to area partners for consideration for future events and planning.
- The Joplin Health Department's Emergency Operation Plan will be updated to reflect the findings of the AAR.
- New and existing MOUs will be developed and/or revised to enhance preparedness for future events, including facilities to be utilized to administer vaccinations/prophylaxis.
- The Joplin Health Department will work with the Jasper/Newton County Emergency Healthcare Coalition to ensure adequate supplies (PPE, testing, medical supplies, etc.) are available for future event. Additional stakeholders will continually be identified and recruited to the Coalition.

3. Seek Funding Opportunities to Expand Public Health Capacities

The Joplin Health Department will monitor for funding sources available to expand/enhance operational capabilities.

No action was taken on this item.

News from the Public Information Office

American Legion Post 13 U.S. Flag Retirement Ceremony, conducted by , has been scheduled on Flag Day, Monday, June 14, 5:00 p.m. on the grounds of Memorial Hall, at 8th & Joplin. The community is invited to participate or bring a retired U.S. or State flags for disposal. According to Ralph Green, with the Joplin American Legion Post 13, "Burning is the proper way to dispose of retired flags, but it doesn't end there. Caring for the ashes and respectfully burying them is part of the process too. There will be a brief ceremony at the beginning, then we will care for all the flags we receive." If individuals wish to retire their own family flag, Legion members and Boy Scouts will be on hand to assist. Flags can also be dropped off in advance of the Retirement Ceremony. Flags should be placed in collection barrels located on the 1st Floor of the Joplin City Hall at 6th & Main from 8 AM to 5 PM Monday thru Friday.

The Great Race is bringing vintage and classic cars to Joplin on Monday, June 21 as we host the Day 3 Finish of the 2021 Great Race. The 2021 *Hemmings Motor News* Great Race is the world's premiere old car rally that will bring 120 of the finest road worthy antique and classic automobiles to 6th and Main Street in downtown Joplin.

Activity at the finish line begins at 4:45 p.m., Monday, June 21. The event is free to the public and spectators will be able to visit with the participants after they have parked. Kids of all ages are welcome to climb in the cars for a first-hand look or take in the nostalgic feel. The Great Race is not a speed race, but a time/speed/distance rally. The vehicles, each with a driver and navigator, are given precise instructions each day that detail every move down to the second. They are scored at secret check points along the way. As in golf, the lowest score wins. This fun family event is a great opportunity to get outdoors and enjoy a unique chance to view these vintage vehicles and also a local car show the same night. The Great Race participants will cover more than 2,300 miles in 9 days, starting in San Antonio on June 19, and completing the race on June 27 in Greenville, S.C.

The City's free limb drop off is held on the 3rd Saturday each month (June 19) at 1702 North Schifferdecker Avenue, from 8:30 a.m. to 2 p.m.

Details about these topics and more can be found on our website at joplinmo.org.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Barbara Gollhofer

PUBLIC HEARING FOR COUNCIL BILL NO. 2021-269
Mayor Stanley opened the Public Hearing

Joanne Edwards spoke in favor of this item and stated the property has been in her family for many years and they wish to build a new home on it.

No one spoke in opposition

The Public Hearing was closed.

COUNCIL BILL NO. 2021-269
Mr. Stinnett introduced Council Bill No. 2021-269 - 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 including in District R-1 (Single Family Residential) property as described below and located at 720 S. Minnesota Ave., City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Cortez to pass Council Bill No. 2021-269 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson. Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. No: 0. Absent: 1, Reid Adams. The bill was read as **Council Bill No. 2021-269**.

PUBLIC HEARING FOR COUNCIL BILL NO. 2021-270
Mayor Stanley opened the Public Hearing

No one spoke in favor or opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2021-270
Mr. Cortez introduced Council Bill No. 2021-270 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District C-1 (Neighborhood Commercial) property as described below and located 1827 S Wall Ave, City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Copple to deny Council Bill No. 2021-270. Voting in favor were Council Members: Copple, Cortez, Lawson, Shaw, Stanley, Stinnett, and Williams, 7. Nays: Monteleone: 1, Absent: Reid Adams, 1. **Council Bill No. 2021-270 was denied**.

PUBLIC HEARING FOR COUNCIL BILL NO. 2021-271
Mayor Stanley opened the Public Hearing

Dan Mitchell, Joplin, spoke in favor of this item and stated the plan is to make the area a model home complex.

No one spoke in opposition this item

COUNCIL BILL NO. 2021-271

Mr. Stinnett introduced Council Bill No. 2021-271 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District R-3 (Apartment House) and DistrictC-3 (Commercial) property as described below and located 3320 & 3330 N. Range Line Rd., City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Monteleone to pass Council Bill No. 2021-271 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams: 1. The bill was read as **Council Bill No. 2021-271**.

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, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0. Absent: Reid Adams, 1.

Minutes of the May 17, 2021 City Council meeting.

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-005

Mr. Lawson introduced Council Bill No. 2021-005 - an ordinance authorizing the City of Joplin to release its interest in real estate owned by New EaglePicher Technologies, LLC for property generally located in Lot Numbered 4 of the Joplin Industrial Park, more specifically described on Exhibit A, authorizing the City Manager to execute a quit claim deed by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Shaw that Council Bill No. 2021-005 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The Council Bill was declared adopted an entitled **Ordinance No. 2021-080**

COUNCIL BILL NO. 2021-137

Mr. Copple introduced Council Bill No. 2021-137 - an ordinance approving the City of Joplin to enter into a construction agreement with Right-A-Way Sewer Service with annual budgeted amounts of Two Hundred Fifty Thousand and no/100 Dollars ($250,000.00) for the 2021 Emergency Repairs and On-Call Sewer Contractor 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. Motion by Mr. Copple, second by Mr. Stinnett that Council Bill No. 2021-137 be approved on emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2021-081**

COUNCIL BILL NO. 2021-516

Mr. Shaw introduced Council Bill No. 2021-516 - 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. Shaw, second by Mr. Cortez that Council Bill No. 2021-516 be approved on emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, and Williams, 7. Nays: Stinnett, 1. Absent: Reid Adams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2021-082**

COUNCIL BILL NO. 2021-517

Mr. Copple introduced Council Bill No. 2021-517 – an ordinance authorizing the issuance of $24,121,328.53 Principal Amount of Sewerage System Refunding Revenue Bonds (State of Missouri – Direct Loan Program) Series 2021 of the City of Joplin, Missouri; Prescribing the form and details of the bonds and the agreements made by the City to facilitate and protect their payment; and Prescribing other related matters; and containing an emergency clause. Motion by Mr. Copple, second by Mr. Monteleone that Council Bill No. 2021-517 be approved on emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2021-083**

COUNCIL BILLNO. 2021-604

Mr. Stinnett introduced Council Bill No. 2021- 604 - an ordinance authorizing the City of Joplin to enter into an agreement with PB Hoidale Company, Inc., in the amount of One Hundred Ninety Seven Thousand Four Hundred Eighty Eight and 71/100 Dollars ($197,488.71) for construction services and installation of an automated diesel fuel system with Diesel Exhaust Fluid dispenser 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. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2021-604 be approved on emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2021-084**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-004

Mr. Stinnett introduced Council Bill No. 2021-004 - an ordinance authorizing the City of Joplin, Missouri ("City"), a Missouri municipal corporation, to enter into agreements with Joplin Schools ("District"), a political subdivision and public school district of the State of Missouri, for the purpose of providing parking space for Memorial Hall; and authorizing the City Manager to execute said agreements by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2021-004 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. The bill was read as **Council Bill No. 2021-004**.

ORDINANCES – SECOND AND THIRD READING

COUNCIL BILL NO. 2020-537

Mr. Copple introduced Council Bill No. 2020-537- an ordinance approving Redevelopment Project 1C of the 32nd Street Place Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein. Motion by Mr. Copple, second by Mr. Cortez to pass Council Bill No. 2020-537 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, Stinnett, and Williams, 8. Nays: 0. Absent: Reid Adams, 1. Council Bill No. 2020-537 was declared adopted and entitled **Ordinance No. 2021-085**

UNFINISHED BUSINESS

OTHER BUSINESS

NEW BUSINESS

Mr. Copple asked Health Director Ryan Talken for a vaccine update. Mr. Talken stated the vaccine demand is low, but the supply is good. The vaccinated rate for Joplin is 44.4%, and statewide it's 42.3%

There is no city council work session next Monday, June 14.

There will be no informal city council meeting on Monday, June 21.

There being no further business, the meeting adjourned at 7:19 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-004: authorizing the City of Joplin, Missouri ("City"), a Missouri municipal corporation, to enter into agreements with Joplin Schools ("District"), a political subdivision and public school district of the State of Missouri, for the purpose of providing parking space for Memorial Hall; and authorizing the City Manager to execute said agreements by and on behalf of the City of Joplin.

MEETING DATE
June 7, 2021

ORIGINATING DEPT
City Attorney

ATTACHMENTS
CB2021-004 Ordinance; Exhibit A: Memorandum of Understanding and Agreement; Exhibit B: Memorandum of Understanding and Agreement; map

REVIEWED BY
City Attorney: Peter Edwards; PW/David Hertzberg; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Joplin Schools for the purpose of providing parking space for Memorial Hall.

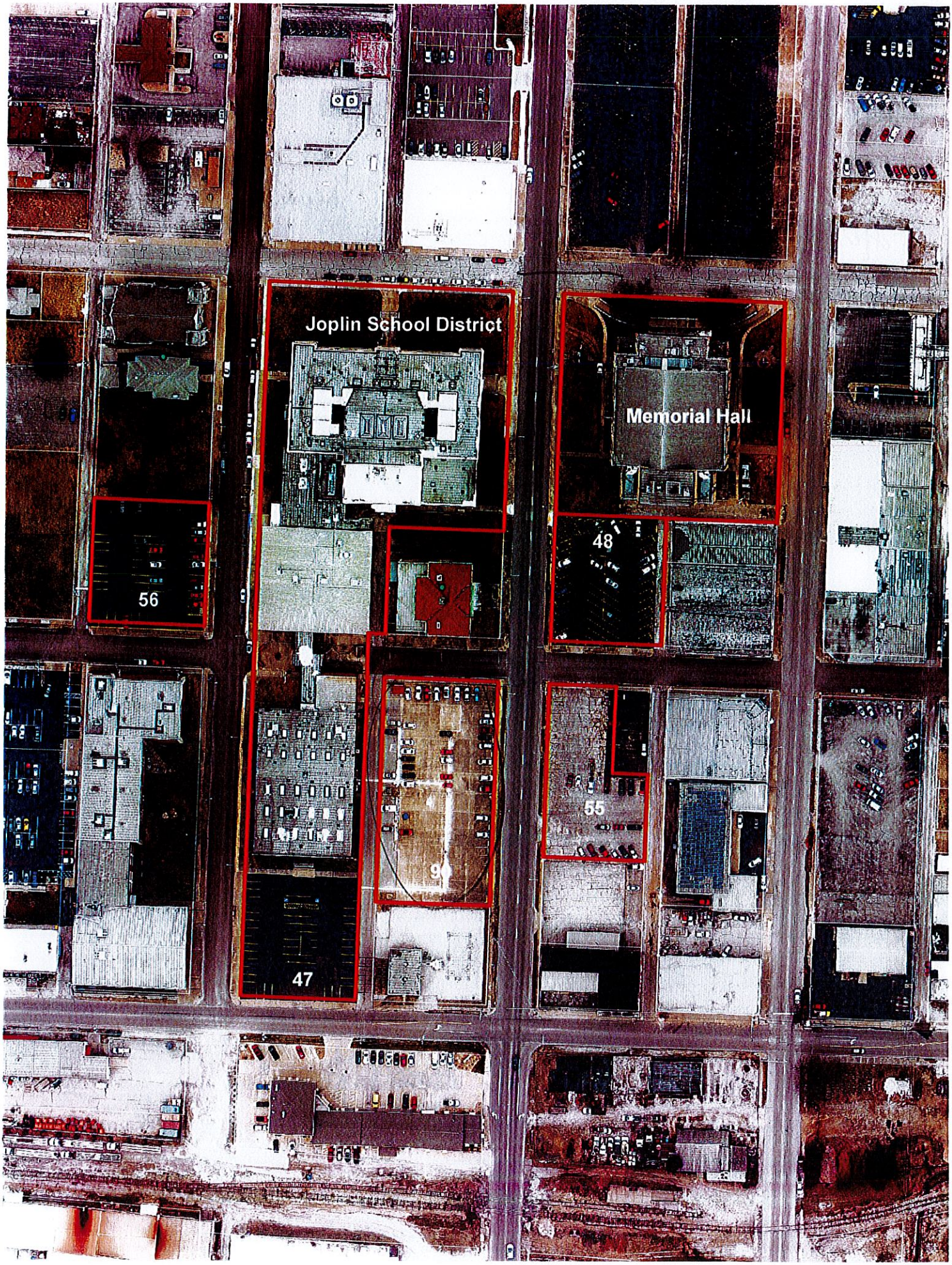
BACKGROUND
Exhibit A concerns the District's parking lots at the northeast and southeast corners of the intersection of W. 9th St. and S. Wall Ave. (labeled 48 and 55 on the map). The MOU provides that District will transfer these parking spaces to City for free.

Exhibit B concerns the District's parking lots at the southwest corner of the intersection of W. 9th St. and S. Wall Ave. and the northeast corner of the intersection of W. 10th St. and S. Pearl Ave. (labeled 90 and 47 on the map). The MOU provides that the District will allow City to use these parking spaces for free for events at Memorial Hall when the parking lots referenced in Exhibit A are insufficient.

Both MOUs are contingent on the City obtaining financing for Memorial Hall through a tax levy at the April 2022 election or an alternate funding source within twenty-four (24) months thereafter.

FUNDING SOURCE
N/A

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


Joplin School District
Memorial Hall
56
48
55
47

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the City of Joplin, Missouri, a Municipal Corporation ("City"), and Joplin Schools, a political subdivision and public school district of the State of Missouri ("District"), with City and District being referred to collectively as "the parties".

WITNESSETH:

WHEREAS, City owns certain real estate at the address commonly known as 212 W. 8th St., Joplin, MO 64801 and commonly referred to as Memorial Hall; and

WHEREAS, City desires additional parking space for Memorial Hall; and

WHEREAS, District owns certain real estate currently used for parking space located at the northeast and southeast corners of the intersection of W. 9th St. and S. Wall Ave. ("the Properties"); and

WHEREAS, District desires to transfer the Properties to City for use as additional parking space for Memorial Hall, subject to the conditions contained in this Agreement; and

WHEREAS, City desires to receive the Properties for use as additional parking space for Memorial Hall, subject to the conditions contained in this Agreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. The Properties. District agrees to transfer the Properties to City for free, upon completion of the conditions precedent set out in this Agreement, specifically paragraph 3. City acknowledges and agrees that District makes no representations or warranties regarding the Property or its title, including whether it is suitable for use as additional parking space for Memorial Hall or any other purpose. City agrees to hold District harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities, and expenses arising from or related to City's negligent performance or will misconduct in performance of this Agreement, including the Properties. City is aware that there are certain deed restrictions on the Properties. The District's real estate located at the northeast corner of the intersection of W. 9th St. and S. Wall Ave. is legally described as follows:

ALL OF THAT PART OF THE VACATED ALLEY OF LOTS NUMBERED ONE HUNDRED SIX (106), ONE HUNDRED SEVEN (107), AND ONE HUNDRED EIGHT (108) ABUTTING SAID LOTS ON THE EAST IN BYER'S AND MURPHY'S ADDITION TO MURPHYSBURG, NOW A PART OF THE

Exhibit "A"

CITY OF JOPLIN.

Containing 0.45 acres, more or less.

The District's real estate located at the southeast corner of the intersection of W. 9th Street and S. Wall Avenue is legally described as follows:

> ALL OF THE WEST SIXTY-EIGHT (68) FEET OF LOT ONE HUNDRED NINE (109) AND ONE HUNDRED TEN (110) AND ALL OF LOTS ONE HUNDRED ELEVEN (111) AND ONE HUNDRED TWELVE (112) IN BYER'S AND MURPHY'S ADDITION TO MURPHYSBURG, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Containing 0.43 acres, more or less.

The City agrees to bear the expenses for any Deeds, filing fees, administrative costs, title search fees, etc. associated with the transfer of the above referenced properties.

2. Right of Entry. District grants to City a limited right of entry for the purpose of inspecting the properties. City agrees to restore the Properties to the same or substantially similar condition that they were in prior to any such work.

3. Funding. District's transfer of the Property to City is conditioned on City obtaining financing through a tax levy at the April 2022 election or an alternate funding source within twenty-four (24) months thereafter. If City fails to obtain said financing within said time, this Agreement shall automatically terminate.

4. Street Improvements. City agrees that it will bear the cost of any public improvements to W. 9th St. and S. Wall Ave. that are necessary as a result of City's development of the Properties. Such improvements may include but are not limited to additional turn lanes.

5. Effective Date. This Agreement shall be effective upon the approval of City's City Council and District's School Board. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the School Board.

6. Modification and Waiver. Modification and waiver of any provision of this Agreement shall be effective only if made in writing and attached to this Agreement, signed by both Parties. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

For CITY OF JOPLIN:

By: _____ Date: _____
Nick Edwards, City Manager

Attested by: _____ Date: _____
Barbara J. Gollhofer, City Clerk

Approved as to form: _____ Date: _____
Peter Edwards, City Attorney

For JOPLIN SCHOOLS:

By: _____ Date: _____
Dr. Melinda Moss, Superintendent

By: Jeff Koch Date: 5/25/2021
~~Sharrock Dermott~~Jeff Koch, Board of Education President

Attested by: Pat L Waldo Date: 5/25/2021
Pat Waldo, Board of Education Secretary

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2021, by and between the City of Joplin, Missouri, a Municipal Corporation ("City"), and Joplin Schools, a political subdivision and public school district of the State of Missouri ("District"), with City and District being referred to collectively as "the parties".

WITNESSETH:

WHEREAS, City owns certain real estate at the address commonly known as 212 W. 8th St., Joplin, MO 64801 and commonly referred to as Memorial Hall; and

WHEREAS, City desires additional parking space for Memorial Hall; and

WHEREAS, District owns certain real estate currently used for parking space located at the southwest corner of the intersection of W. 9th St. and S. Wall Ave. ("Lot 90") and the northeast corner of the intersection of W. 10th St. and S. Pearl Ave. ("Lot 47"), with Lot 47 and Lot 90 being referred to collective as "the Properties"; and

WHEREAS, District desires to allow the City to use the Properties as additional parking for Memorial Hall, subject to the conditions contained in this Agreement; and

WHEREAS, City desires to use the Properties as additional parking for Memorial Hall, subject to the conditions contained in this Agreement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the parties do hereby agree as follows:

1. Term: This Agreement is condition on City obtaining financing through a tax levy at the April 2022 election or an alternate funding source within twenty-four (24) months thereafter. If City obtains said financing, this Agreement shall be for a term of five (5) years from the date said financing is obtained and automatically renew for subsequent terms of five (5) years thereafter. If City fails to obtain said financing within said time, this Agreement shall automatically terminate.

2. Obligations of District. District agrees to allow City use of the Properties for free as additional parking space for Memorial Hall for special events held at Memorial Hall as follows:

a. "Special event" means any event held at Memorial Hall for which City reasonably determines that the parking spaces located at the northeast and southeast corners of the intersection of W. 9th St. and S. Wall Ave. are insufficient for parking.

Exhibit "B"

b. For special events held at Memorial Hall, City shall have unlimited reasonable use of Lot 47.

c. For special events held at Memorial Hall, City shall have use of that portion of Lot 90 designated by District as "visitor parking" between 7:00 am and 5:00 pm Monday thru Friday.

d. For special events held at Memorial Hall, City shall have unlimited reasonable use of Lot 90 between 5:00 pm and 7:00 am Monday thru Friday and all-day Saturday and Sunday.

3. Obligations of City. City agrees to only use the Properties as parking for special events held at Memorial Hall. City further agrees to hold District harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities, and expenses arising from or related to City's negligent performance or willful misconduct in performance of this Agreement, including the Properties. City shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of District against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, 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).

4. Effective Date. This Agreement shall be effective upon the approval of City's City Council and District's School Board. It may be amended at any time by written agreement executed pursuant to authority granted by the City Council and the School Board.

5. Modification and Waiver. Modification and waiver of any provision of any provisions of this Agreement shall be effective only if made in writing and attached to this Agreement, signed by both Parties. Failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

For CITY OF JOPLIN:

By: _____ Date: _____
Nick Edwards, City Manager

Attested by: _____ Date: _____
Barbara J. Gollhofer, City Clerk

Approved as to form: _____ Date: _____
Peter Edwards, City Attorney

For JOPLIN SCHOOLS:

By: _____ Date: _____
Dr. Melinda Moss, Superintendent

By: Jeff Koch Date: 5-25-2021
~~Sharrock Dermott~~Jeff Koch, Board of Education President

Attested by: Pat Waldo Date: 5-25-2021
Pat Waldo, Board of Education Secretary

COUNCIL BILL NO. 2021-004 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri ("City"), a Missouri municipal corporation, to enter into agreements with Joplin Schools ("District"), a political subdivision and public school district of the State of Missouri, for the purpose of providing parking space for Memorial Hall; and authorizing the City Manager to execute said agreements 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 the agreements with Joplin Schools for the purpose of providing parking space for Memorial Hall, true and accurate copies of said agreements being attached hereto and incorporated as "Exhibit A" and "Exhibit B," be and the same are 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 agreements, or agreements in substantially similar form, by and on behalf of the City of Joplin.

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-269-Rezone to District R-1

MEETING DATE:
June 7, 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 024-21: 720 S. Minnesota Ave. - A request to remove from District M-2 (Heavy Industrial) and include in District R-1 (Single-family Residential) for future residential development – Ralph Green

BACKGROUND:
The change in zoning to R-1 will not be detrimental to nearby property. All abutting, and most nearby property is in the M-2 zoning district, which allows for many more uses that are more intense than single-family residential.

The applicant is requesting a rezoning from M-2 to R-1 which would coincide with the existing use of the property. This is an area in transition, as evidenced by the recently approved rezoning one block south to R-2 for single-family residential uses.

PLANNING & ZONING COMMISSION TESTIMONY:
Ralph Green, 720 S. Minnesota Ave., Joplin, MO. Four generations of my family have lived on this property. We are wanting to build a new home for my family to live in. We are unable to continue in the existing house as it is falling apart.

Mr. Eastman asked if the current home will be demolished?

Mr. Green replied, yes when the new home is built.

Ms. Phillips asked if they could develop in the flood plain?

Mr. Stanton stated that yes, they can. The portion of their property that is within the flood plain is very small, and located in the corner, the northwest corner. That portion is actually within the required setback, so no new home could be built in the flood plain.

PUBLIC COMMENT;
None.

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

RECOMMENDATIONS:
Staff recommends approval for Case 024-21.
Planning & Zoning Commission recommends approval for Case 024-21 (6 Favor, 0 Nays)

ATTACHMENTS
CB 2021-269, Staff Planning Report, P&Z Commission Minutes

CB 2021-269

Case 024-21: 720 S. Minnesota Ave. - A request to remove from District M-2 (Heavy Industrial) and include in District R-1 (Single-family Residential) for future residential development – Ralph Green

Ralph Green, 720 S. Minnesota Ave., Joplin, MO. Four generations of my family have lived on this property. We are wanting to build a new home for my family to live in. We are unable to continue in the existing house as it is falling apart.

Mr. Eastman asked if the current home will be demolished?

Mr. Green replied, yes when the new home is built.

Ms. Phillips asked if they could develop in the flood plain?

Mr. Stanton stated that yes, they can. The portion of their property that is within the flood plain is very small, and located in the corner, the northwest corner. That portion is actually within the required setback, so no new home could be built in the flood plain.

Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Ms. Bruckner-Sears 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 MR. MCCULLOUGH THAT CASE 024-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (6 IN FAVOR)

Z&P Meeting: May 10, 2021
City Council Meeting: June 7, 2021

STAFF PLANNING REPORT
Rezoning

CASE 024-21 A request to remove from District M-2 (Heavy Industrial) and include in District R-1 (Single-family Residential) for future residential development

LOCATION 720 S. Minnesota Ave.

APPLICANT Ralph Green

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Single-family Residential	Approx. 0.7 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Nursery	Vacant	Auto Repair	Vacant

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Minnesota Ave.	Local	60'

UTILITIES

Utilities in place.

FLOOD PLAIN

Approximately 1,500 sqft. of the Northwest corner of this property is in the 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 retail commercial for this property; however, this is an area in transition. Many areas around downtown, and particularly around or near rail lines retain industrial or commercial zoning long after the industry and commercial businesses have relocated.

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

The current zoning of M-2 is somewhat suitable. This property is generally too small to accommodate most uses permitted within the M-2 zoning district.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-1 will not be detrimental to nearby property. All abutting, and most nearby property is in the M-2 zoning district, which allows for many more uses that are more intense than single-family residential.

DISCUSSION

The applicant is requesting a rezoning from M-2 to R-1 which would coincide with the existing use of the property. This is an area in transition, as evidenced by the recently approved rezoning one block south to R-2 for single-family residential uses. This does meet the intent of the comprehensive plan, particularly in addressing infill development, as there is adequate space for future residential development should the current owner or a future owner decide to build an additional dwelling.

Staff recommends approval of Case 024-21.

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.: 024-21
Filing Fee: ~~$500.00~~ 550.00
Date Advertised: ~~$~~ 4-25-21
Date Notices Sent: 4-26-21
P&Z Date: 5-10-21
City Council Date: 6-7-21

APPLICANT: Ralph Green PHONE: 612-447-7851
ADDRESS: 720 S. Minnesota Ave ZIP: 64801
EMAIL: Sunshineboy1976@Live.Com
OWNER: Ralph Green PHONE: 417-623-7455
ADDRESS: 720 S. Minnesota Ave ZIP: 64801
EMAIL: None
LOCATION OF PROPERTY: 720 S. Minnesota Ave Joplin MO 64801
LEGAL DESCRIPTION:

Present Zoning Commercial M-2 Requested Zoning: R-1 Acreage:
Present Use of Property: Residential
Proposed Use of Property: Residential

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Don't Know. New buyers haven't done anything	comercial
South	Small business	commercial
East	Empty lots	Commercial
West	Same as North, same owner	Commercial

CHARACTER OF THE NEIGHBORHOOD: Mix

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?
   If yes, explain: We have lived here for over 100 yrs as a residential

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Minnesota Ave
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

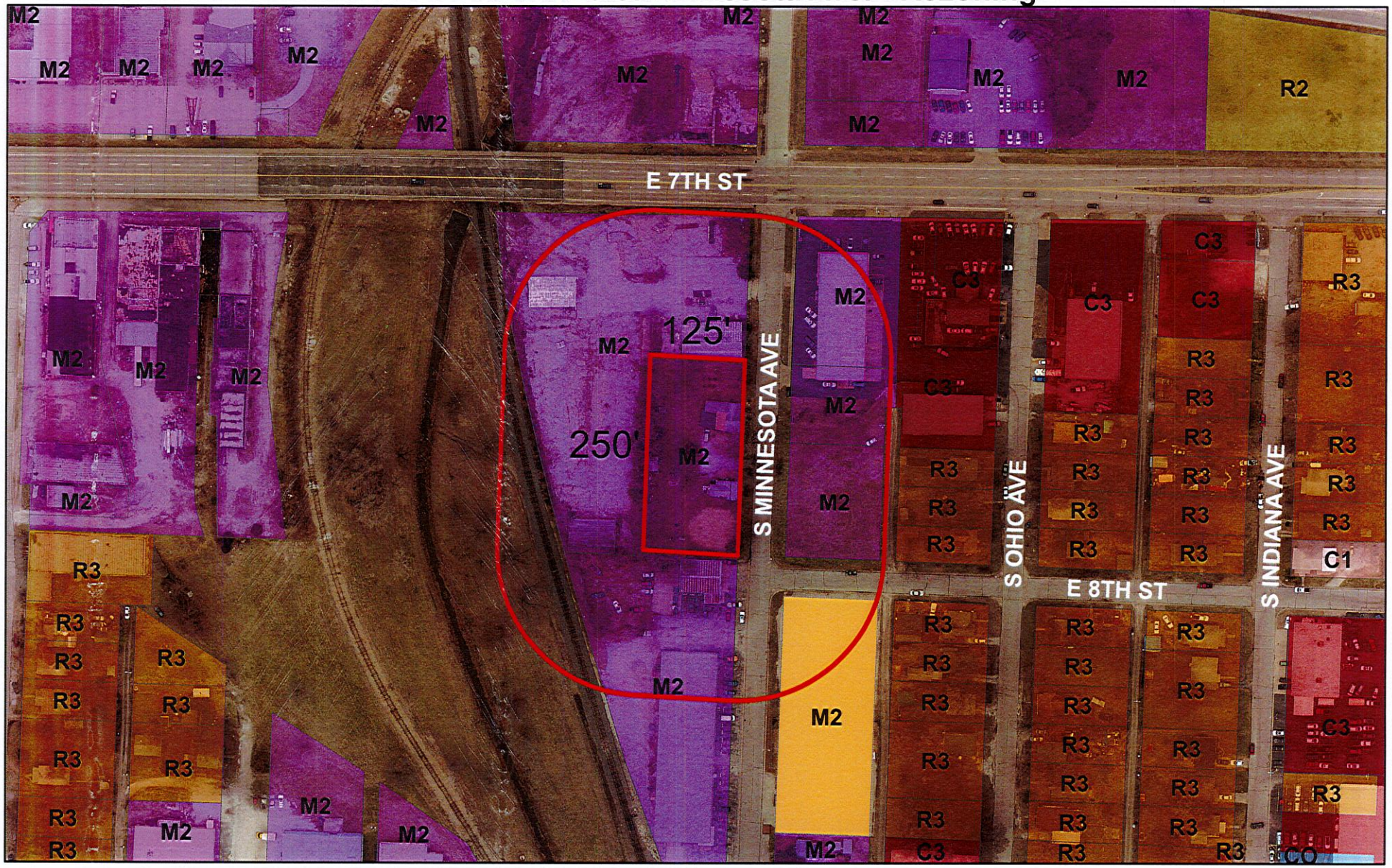
_____
_____
_____

SIGNATURE: _____ DATE: 3-17/21

BY: _____

TITLE: _____

Case 024-21: 720 S. Minnesota Ave. - Rezoning



Case 024-21: 720 S. Minnesota Ave. - A request to remove from District M-2 (Heavy Industrial) and include in District R-1 (Single-family Residential) for future residential development – Ralph Green

0 87.5 175 350 525 700 Feet

N

P & Z Case 024-21
Ralph Green
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-269 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 M-2 (Heavy Industrial) and including in District R-1 (Single Family Residential) property as described below and located 720 S. Minnesota Ave., City of Joplin, Jasper County, Missouri.

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

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

All of Parcels Numbered Two Hundred Twenty-two (222) and Two Hundred Twenty-three (223) of Miscellaneous Tract Numbered Forty-six (46) in Section 11, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof and, all that part of Parcel Numbered Four hundred (400) of Miscellaneous Tract Numbered Forty-six (46) in Section 11, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, described as follows: Beginning at the Northeast Corner of Parcel 400 of Miscellaneous Tract 46, thence South 150 feet, thence West 120 feet, thence North 150 feet, thence East 120 feet to the point of beginning and, all that part of Parcel Four Hundred (400) of Miscellaneous Tract 46 in Section 11, Township 27, Range 33, in Joplin, Jasper County, Missouri, described as follows: Beginning at a point 50 feet south of the Northeast corner of said Parcel 400, thence West 120 feet, thence South 150 feet, thence East 120 feet, thence North 150 feet to the point of beginning.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-271-Rezone to District C-3

MEETING DATE:
June 7, 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 026-21: 3320 & 3330 N. Rangeline Rd. – A request to remove from District R-1 (Single-family Residential) and include in Districts R-3 (Apartment House) and C-3 (Commercial) for future residential and commercial development – Schuber Mitchell Homes.

BACKGROUND:
The change in zoning to R-3 on the West half will not be detrimental to nearby property. There is existing R-3-PD zoning in the area, and the change to R-3 would provide a residential buffer between the commercial uses in C-3 with the R-1 neighborhoods to the West. There is a buffer requirement between the R-3 zone and the R-1 zone.

The applicant is requesting a rezoning from R-1 to C-3 on the western portion of the property, and from R-1 to R-3 on the eastern portion of the property, for future commercial and multi-family residential. This request is compatible with the comprehensive plan and future land use map. The stepping down in intensity from C-3 in the East to R-3, then to R-1 to the West provides a residential buffer between the high intensity commercial uses that may be located in C-3 and the low-density R-1 neighborhood to the West of this property. Buffer requirements will be required between each of the zoning changes

PLANNING & ZONING COMMISSION TESTIMONY:
Dan Mitchell, 3331 N. Rangeline Rd., Joplin, MO. We are requesting that this property be rezoned where the East half would be C-3, and the West half be R-3. We are requesting the R-3 zoning as a buffer between the commercial zoning and the residential zoning to the West of the property.

PUBLIC COMMENT;
None.

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

RECOMMENDATIONS:
Staff recommends approval for Case 026-21.
Planning & Zoning Commission recommends approval for Case 026-21 (6 Favor, 0 Nays)

ATTACHMENTS

CB 2021-271, Staff Planning Report, P&Z Commission Minutes

CB 2021-271

Case 026-21: 3320 & 3330 N. Rangeline Rd. – A request to remove from District R-1 (Single-family Residential) and include in Districts R-3 (Apartment House) and C-3 (Commercial) for future residential and commercial development – Schuber Mitchell Homes.

Dan Mitchell, 3331 N. Rangeline Rd., Joplin, MO. We are requesting that this property be rezoned where the East half would be C-3, and the West half be R-3. We are requesting the R-3 zoning as a buffer between the commercial zoning and the residential zoning to the West of the property.

Mr. Kimble asked if there was historical significance to the existing house?

Mr. Mitchell replied that there is significance, and he does have the salvage rights. I don't know what to do with the house, we may move it to the rear of the property. It may have to come down, but we will preserve it as best we can.

Ms. Bruckner-Sears asked if there was anyone in the audience who would like to speak in favor of this case? There was not. Ms. Bruckner-Sears 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 MR. KIMBLE THAT CASE 026-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MS. STEELE, MR. MCCULLOUGH, MR. EASTMAN, MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (6 IN FAVOR)

Z&P Meeting: May 10, 2021
City Council Meeting: June 7, 2021

STAFF PLANNING REPORT
Rezoning

CASE 026-21 A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) and District R-3 (Apartment House) for future commercial and multi-family development.

LOCATION 3320 & 3330 N. Range Line Rd.

APPLICANT Schuber Mitchell Homes

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-family Residential/Vacant	Approx. 12 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-3	R-1	R-1
Land Use	Single-family Residential	Single-family Residential	Vacant/Auto Repair	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future retail commercial on the East half, and future low-density residential on the West half.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Rangeline Rd.	Arterial	120'
E. Whitney Way.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the 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 retail commercial on the East half of this property. Although the West half is shown as future low-density residential, the rezoning to R-3 on the West would be consistent with the existing R-3-PD zoning to the South of this property, and provide a residential buffer between the intense uses allowed in C-3 and the R-1 neighborhood to the West.

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

The current zoning of R-1 is not suitable along the Rangeline corridor.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to nearby property. The majority of property along N. Rangeline are already zoned C-3 or have uses allowed in C-3. There is a buffer requirement between the C-3 zone and the R-3 zone.

The change in zoning to R-3 on the West half will not be detrimental to nearby property. There is existing R-3-PD zoning in the area, and the change to R-3 would provide a residential buffer between the commercial uses in C-3 with the R-1 neighborhoods to the West. There is a buffer requirement between the R-3 zone and the R-1 zone.

DISCUSSION

The applicant is requesting a rezoning from R-1 to C-3 on the western portion of the property, and from R-1 to R-3 on the eastern portion of the property, for future commercial and multi-family residential. This request is compatible with the comprehensive plan and future land use map. The stepping down in intensity from C-3 in the East to R-3, then to R-1 to the West provides a residential buffer between the high intensity commercial uses that may be located in C-3 and the low-density R-1 neighborhood to the West of this property. Buffer requirements will be required between each of the zoning changes.

Staff recommends approval of Case 026-21.

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.: 026-21
Filing Fee: $550.00
Date Advertised: 4-25-21
Date Notices Sent 4-26-21
Public Hearing Date: 5-10-21

APPLICANT: Schuber Mitchell Homes PHONE: 417-483-2883
ADDRESS: 1810 Fountain Road, Webb City, Missouri ZIP: 64870

OWNER: Schuber Mitchell Homes PHONE: 417-483-2883
ADDRESS: 1810 Fountain Road, Webb City, Missouri ZIP: 64870

LOCATION/ADDRESS OF PROPERTY: 3320 & 3330 North Rangeline Road, Joplin Missouri 64801

Present Zoning R-1 Requested Zoning: R3 Tract 2 & C3 Tract 1 Acreage: 11.97
Present Use of Property: Single Family Home

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Single Family Residential	R1
South	Single Family Home (Planned Commercial Development)	R3-PD
East	Commercial	C2-PD
West	Single Family Residential	R1

Character of the Neighborhood: Property sits along North Rangeline Road. Developer is requesting to rezone the East half of the property to a commercial use to better fit the existing commercial use along North Rangeline Road. The developer is requesting to rezone the West half to R-3 to better fit the existing R3-PD zoning to the south.

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: Current zoning of R-1 will not allow for commercial development along North Rangeline Road. Current R1 zoning will not allow the construction of multifamily homes at the rear of the property.

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: North Rangeline Road & East Whitney Way
2. Classification of Street(s):
   Arterial X Collector _____ Local X
3. Right-of-Way Width: East Whitney Way - 50' , North Rangeline Road - 120'
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:

Please refer to attached exhibit and descriptions.

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

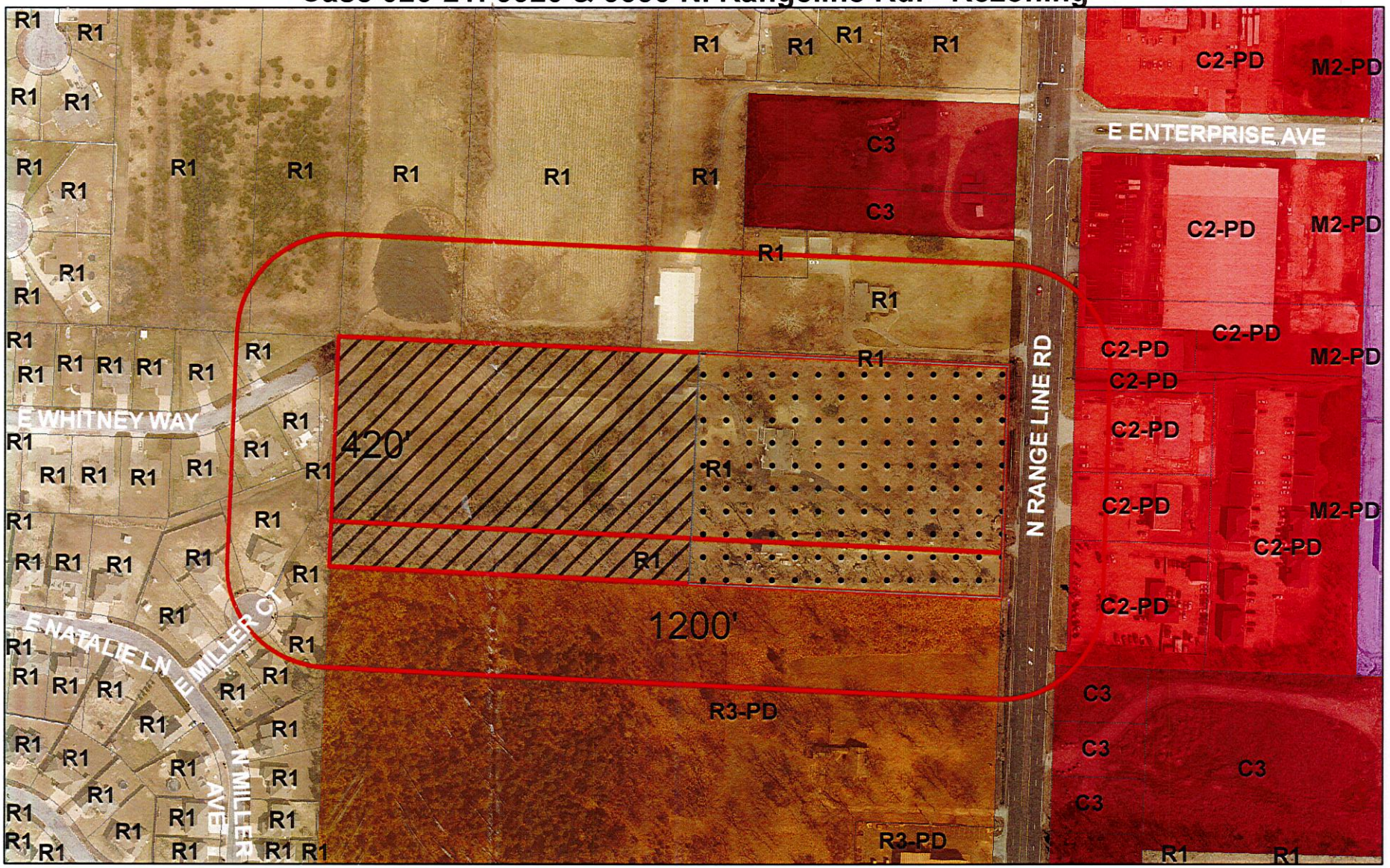
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed 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: _____ DATE: 4-7-21

EMAIL: dan@schubermitchell.com

TITLE: Owner - Leadership

Case 026-21: 3320 & 3330 N. Rangeline Rd. - Rezoning



Case 026-21: 3320 & 3330 N. Rangeline Rd. – A request to remove from District R-1 (Single-family Residential) and include in Districts R-3 (Apartment House) and C-3 (Commercial) for future residential and commercial development – Schuber Mitchell Homes.

To be zoned R-3 To be zoned C-3

0 125 250 500 750 1,000 Feet

N

P & Z Case 026-21
Schuber Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-271 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 including in District R-3 (Apartment House) and District C-3 (Commercial) property as described below and located 3320 & 3330 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

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

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

ALL OF THE WEST ONE HALF (1/2) OF THE NORTH (20) RODS OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4); AND, THE WEST HALF (1/2) OF THE NORTH ONE-HALF (N1/2) OF A 5 ACRE STRIP OF LAND RUNNING EAST AND WEST OFF THE NORTH SIDE OF THE SOUTH 30 ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4); ALL LYING IN SECTION 25, TOWNSHIP 28 NORTH, RANGE 33 WEST IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. AND ALL THAT PART OF LOT NUMBERED ONE HUNDRED EIGHT (108) (AS PLATTED) IN NORTHERN HIGHLANDS SIXTH ADDITION PHASE II LOCATED IN SECTION 25, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, WHICH LIES EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 108, THENCE NORTH 67 DEGREES 20'08" EAST ALONG THE NORTH LINE OF SAID LOT 191.81 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE POINT OF BEGINNING, THENCE CONTINUING NORTH 67 DEGREES 20'08" EAST ALONG THE NORTH LINE OF SAID LOT 108 (AS PLATTED) A DISTANCE OF 31.32 FEET TO THE NORTHEAST CORNER OF LOT 108, THENCE SOUTH 00 DEGREES 25'01" WEST ALONG THE EAST LINE OF SAID LOT 108 (AS PLATTED) A DISTANCE OF 50.08 FEET TO THE SOUTHEAST CORNER OF LOT 108, THENCE SOUTH 30 DEGREES 23'41"WEST ALONG THE SOUTH LINE OF SAID LOT 108 A DISTANCE OF 54.39 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE NORTH 00 DEGREES 41'08" WEST ALONG SAID LINE 84.93 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF, AND ALL THAT PART OF LOT NUMBERED NINETY-FIVE (95) IN NORTHERN HIGHLANDS FIFTH ADDITION TO THE CITY OF JOPLIN, LYING EAST OF THE WEST LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 25, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 95 IN NORHTERN

HIGHLANDS FIFTH ADDITION, THENCE NORTH 59 DEGREES 44'54" EAST ALONG THE NORTH LINE OF SAID LOT 95 AND THE SOUTH RIGHT OF WAY LINE OF EAST WHITNEY WAY, A DISTANCE OF 108.03 FEET TO AN IRON PIN SET ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID PIN BEING 76.93 FEET "SOUTH" OF AN IRON PIN FOUND AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, THENCE SOUTH 00 DEGREES 41'08" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER A DISTANCE OF 155.33 FEET TO AN IRON PIN SET ON THE SOUTH LINE OF LOT 95 (AS PLATTED) A DISTANCE OF 31.32 FEET TO THE SOUTHEAST CORNER OF LOT 95 (AS PLATTED), THENCE NORTH 00 DEGREES 25'01" EAST ALONG THE EAST LINE OF LOT 95 (AS PLATTED) A CALCULATED DISTANCE OF 161.87 (THE RECORDE OMITS THIS DIMENSION) TO THE NORTHEAST CORNER OF LOT 95, AND THE SOUTH RIGHT OF WAY LINE OF EAST WHITNEY WAY A DISTANCE OF 36.97 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF. PLATTED), THENCE NORTH 00 DEGREES 25'01" EAST ALONG THE EAST LINE OF LOT 95 (AS PLATTED) A CALCULATED DISTANCE OF 161.87 (THE RECORDE OMITS THIS DIMENSION) TO THE NORTHEAST CORNER OF LOT 95, AND THE SOUTH RIGHT OF WAY LINE OF EAST WHITNEY WAY A DISTANCE OF 36.97 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF. PLATTED), THENCE NORTH 00 DEGREES 25'01" EAST ALONG THE EAST LINE OF LOT 95 (AS PLATTED) A CALCULATED DISTANCE OF 161.87 (THE RECORDED PLAT OMITS THIS DIMENSION) TO THE NORTHEAST CORNER OF LOT 95, AND THE SOUTH RIGHT OF WAY LINE OF EAST WHITNEY WAY A DISTANCE OF 36.97 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF.

Section 2. 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 C-3:

ALL OF THE EAST ONE HALF (1/2) OF THE NORTH (20) RODS OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4); AND, ALL OF A TRACT OF LAND BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4); THENCE NORTH 7.00 FEET; THENCE WEST 569.00 FEET; THENCE SOUTH 7.00 FEET; THENCE EAST 569.00 FEET TO THE PLACE OF BEGINNING, AND THE EAST HALF (1/2) OF THE NORTH ONE-HALF (N1/2) OF A 5 ACRE STRIP OF LAND RUNNING EAST AND WEST OFF THE NORTH SIDE OF THE SOUTH 30 ACRES OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4); ALL LYING IN SECTION 25, TOWNSHIP 28 NORTH, RANGE 33 WEST IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

Section 3. 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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-138 – approving a Work Authorization AMA-PG21-001 with Allgeier, Martin and Associates, Inc. (AMA) for professional engineering consulting services for the design of the rehabilitation of the parking garage at 6th Street and Virginia Avenue.

MEETING DATE
June 21, 2021

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2021-138, Work Authorization, Agreement

REVIEWED BY
Director of Public Works: David 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 approve a work authorization with AMA in the not to exceed amount of Three Hundred Thirty Four Thousand and 00/100 dollars ($334,000.00) for professional engineering consulting services for the design of the rehabilitation of the parking garage at 6th Street and Virginia Avenue.

BACKGROUND
The parking garage at 6th Street and Virginia Avenue was constructed in the 1960s and has been rehabilitated in the past, including a surface treatment and structural bracing underneath. The parking garage has continued to deteriorate over time and is in need of rehabilitation again.

City staff requested qualifications from consultants for this project. Five consultants submitted qualifications and AMA was selected as the most qualified consultant for professional engineering consulting services for the project. AMA has chosen to partner with Structural Engineering Associates, who specialize in structures such as this parking garage, and E. V. Torgashov who specializes in non-destructive reinforced concrete analysis. The scope includes cost analysis of rehabilitating the existing parking garage and the design of a rehabilitation plan. Services rendered also include bid phase services, preparation of bid documents, and construction inspection services. City staff has reviewed the fees submitted by AMA for the engineering consulting services and found them to be within industry standards.

FUNDING SOURCE
These payments are included in the FY 2020-21 budget of the Capital Improvement Sales Tax.

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving this agreement and work authorization, on an Emergency basis; being an ordinance relating to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from

and after its passage. The reasoning for the emergency status is because this deals with public safety. The initial analysis of the garage should occur as soon as possible as the results may deem that immediate action needs to be taken such as closing a section of the structure until it can be fully rehabilitated.

COUNCIL BILL NO. 2021-138 ORDINANCE NO

AN ORDINANCE approving a Work Authorization AMA-PG21-001 with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Three Hundred Thirty Four Thousand and 00/100 dollars ($334,000.00) for professional engineering consulting services for the design of the rehabilitation of the parking garage at 6th Street and Virginia Avenue; 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 Work Authorization AMA-PG21-001 with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Three Hundred Thirty Four Thousand and 00/100 dollars ($334,000.00) for professional engineering consulting services for the rehabilitation of the parking garage at 6th Street and Virginia Avenue, a 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, 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 consultant's work under said contract, in substantial conformance with the attached work authorization, 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.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. The reasoning for the emergency status is because this deals with public safety. The initial analysis of the garage should occur as soon as possible as the results may deem that immediate action needs to be taken such as closing a section of the structure until it can be fully rehabilitated.

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 2021-138

I hereby certify that a sufficient amount is available in the Capital Improvement Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____
Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier Martin and Associates, Inc. Address: 7231 East 24th Street JOPLIN, MISSOURI 64804	
Attention: Mr. Dakota Rusk		Attention: Michael Atkinson, P.E.	
Department: Public Works		Phone: 417-680-7352	Fax: 417-680-7300
Phone: 417-624-0820	Fax: 417-625-4738	6th Street and Virginia Avenue Parking Garage Rehabilitation	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 14th day of June, 2021, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. Services. The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. 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* of any executed Work Authorization.

3. Payment. The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. Exchange of Data. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. Personnel. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. Termination of Contract.

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. Conflicts. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. Assignment. The Engineer 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 Engineer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. Confidentiality of Documents. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. Discrimination. The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. Occupational License: The Engineer 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 Engineer.

No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. Compliance with Laws. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

a. If the Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

15. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

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

17. Liability and Indemnity. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. The Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c. In no event shall the City be liable to the Engineer for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

18. Ownership of Documents. All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City,

one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. 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.

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: Allgeier Martin and Associates, Inc.

By: 

Printed Name: Michael Atkinson, P.E.

Title: Vice President

Date: 6-14-2021

CITY OF JOPLIN, MISSOURI

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

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier Martin and Associates, Inc. Address: 7231 East 24th Street Joplin, Missouri 64804	
Attention: Mr. Dakota Rusk		Attention: Michael Atkinson, P.E.	
Department: Public Works		Phone: 417-680-7352	Fax: 417-680-7300
Phone: 417-624-0820	Fax: 417-625-4738	6th Street and Virginia Avenue Parking Garage Rehabilitation	

WORK AUTHORIZATION NUMBER AMA-PG21-001
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 AMA-PG21-001 exceed the sum of Three Hundred Thirty-Four Thousand and No/100 Dollars ($334,000).

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: Allgeier Martin and Associates, Inc.

By: 

Printed Name: Michael Atkinson, P.E.

Title: Vice President

Date: 6-14-2021

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-PG21-001 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 6th Street and Virginia Avenue Parking Garage Rehabilitation)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional design services to evaluate, conduct structural assessment, and prepare construction plans, specifications and bid documents including construction engineering, materials testing and resident inspection to rehabilitate the elevated parking structure near 6th and Virginia as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction to rehabilitate the parking structure with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally located at the southwest corner of 6th and Virginia in Joplin, Missouri. The structure consists of an elevated parking lot over 6th Street and extends north to a building and south to the existing parking lot.

1.1.3.2 Conduct sonic testing to determine the integrity of the structural concrete and reinforcing steel in the structure. Conduct a structural assessment and load capacity of the structure and determine strengthening and remediation requirements. Evaluate areas, columns, beams, slabs for damage and/or deterioration and prepare details and recommendations to repair such areas.

1.1.3.3 Bidding and Construction Phase Engineering for the rehabilitation of the structure within the project area boundary.

1.1.3.4 Right-of-Way/Easement Acquisition services for the project. It is estimated that up to 3 separate properties may need easements acquired to complete the construction.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, and costs.

1.2.2 Conduct 3D survey of the structure to the extent necessary to develop construction plans and communicate the nature of the project to potential bidders.

1.2.3 Review available existing drawings of the garage structure and adjacent commercial structure.

1.2.4 Conduct research and investigation into existing utilities located within the project boundaries. Research agreements with adjacent property owners regarding use and maintenance responsibilities of the structure.

1.2.5 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.6 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.7 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.8. Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.9. Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.10. Furnish three copies of the above documents and present and review them in person with OWNER.

1.2.11. Assist the City and attend up to 2 public hearings to explain the extent and character of the proposed work.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-bid and pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the

interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on the OWNER's on-site observations and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation at the end of the Project to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the OWNER and contractor to ENGINEER and which ENGINEER considers significant.

1.3.14 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Right-of-Way/Easement Acquisition

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

1.4.1 Review and understand right of way and engineering construction plans.

1.4.2 Secure easements for up to 3 properties that had not been secured previously for the Project.

1.4.3 Set up and maintain right of way acquisition file for each parcel.

1.4.4 Send appropriate notices to property owners as required by funding source and city policy.

1.4.5 Prepare legal documents using standard right-of-way and easement forms.

1.4.6 If an appraisal is found to be necessary, review appraisal information and send certified letter of offer to each property owner.

1.4.6.1 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work. Any required appraisals, if determined necessary, may be provided by the ENGINEER, at the direction of the OWNER, as an additional service.

1.4.7 Contact owners and arrange on site or office meetings to review project or compensation details.

1.4.8 Prepare a detailed Negotiation's Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

1.4.9 Review counter offers, special requests or conditions with project manager.

1.4.10 Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

1.4.11 Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.

1.4.12 Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.

1.4.13 In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations and the remainder of the file to allow the OWNER to decide the course of future action.

1.4.14 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

1.4.15 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 9 months after the receipt of the Notice to Proceed. Additional time may be required due to approvals, public hearings and review times. Bidding, Construction Phase and Inspection are anticipated to be based upon an anticipated 6-month construction time period with part time inspection consisting of no more than 20 hours per week.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2021-2023"; with a total compensation ceiling of $334,000, as set forth in Work Authorization Number AMA–PG21-001 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows and as shown in Exhibit B:

Task	Estimated Fee
Standard Project Engineering Services	
Design Phase Engineering Services (Paragraph 1.2)	$189,500
Bidding and Construction Phase Engineering Services (Paragraph 1.3)	$137,000
Right-of-Way/Easement Acquisition (Paragraphs 1.4)	$7,500
Total Standard Project Engineering Services	$334,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2021, 2022 and 2023

LABOR RATES

Classification	Hourly Billing Rate 01/01/2021 thru 12/31/2021	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023
Principal/Engineer V	$232	$240	$248
Principal/Engineer IV	$210	$217	$225
Principal/Engineer III	$194	$200	$207
Project Manager/Engineer II	$172	$178	$184
Project Manager/Engineer I	$156	$162	$167
Technician III/GIS Specialist	$142	$147	$152
Technician III	$120	$124	$129
Technician II	$108	$111	$115
Technician I	$101	$105	$109
Two-Man GPS Survey Crew	$199	$206	$213
One-Man GPS Survey Crew	$156	$162	$167
Three-Man Survey Crew	$216	$224	$232
Two-Man Survey Crew	$172	$178	$184
Registered Land Surveyor II	$183	$190	$196
Registered Land Surveyor I	$161	$167	$173
Survey Crew Member	$82	$85	$88
Right of Way Specialist	$125	$130	$134
Project Representative III	$120	$124	$129
Project Representative II	$108	$111	$115
Project Representative I	$99	$103	$106
Secretary/Assistant	$82	$85	$88
Print Specialist	$82	$85	$88

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

Exhibit B
Work Authorization, JOPL7221002D
Manpower Projection

June 10, 2021

City of Joplin - Parking Garage Rehabilitation
Structural Rehabilitation

ENGINEERING SERVICES

CLASSIFICATION	Hours	RATE	EXTENDED COST
Part A -Design Phase			
Survey			
Two-Man GPS Survey Crew	24	$ 199.00	$ 4,776.00
Registered Land Surveyor II (Legal Descriptions and R/W Limits)	60	$ 183.00	$ 10,980.00
Technician II	24	$ 108.00	$ 2,592.00
Subtotal			**$ 18,348.00**
Engineering Design			
Principal/Engineer III	136	$ 194.00	$ 26,384.00
Technician II	120	$ 108.00	$ 12,960.00
Secretary/Assistant	40	$ 82.00	$ 3,280.00
Subtotal			**$ 42,624.00**
Part B - Bidding Phase			
Principal/Engineer III	34	$ 194.00	$ 6,596.00
Technician II	24	$ 108.00	$ 2,592.00
Secretary/Assistant	32	$ 82.00	$ 2,624.00
Subtotal			**$ 11,812.00**
Part C - Contract Administration and Inspection Phase			
Principal/Engineer III	120	$ 194.00	$ 23,280.00
Technician II	120	$ 108.00	$ 12,960.00
Project Representative III	600	$ 120.00	$ 72,000.00
Secretary/Assistant	80	$ 82.00	$ 6,560.00
Subtotal			**$ 114,800.00**

Direct Pass thru Costs	Units	Qty	Rate	
Alpha-One Geophysical Services	Rate Schedule	-	-	$ 23,000.00
Rogue Visual Design, LLC (Laser 3D Survey)	Lump Sum	-	-	$ 7,700.00
Structural Engineering Assoc., Inc.	Lump Sum	-	-	$ 100,870.00
Structural Engineering Assoc., Inc. (Public Hearings)	EA	2	$ 2,000.00	$ 4,000.00
Palmerton and Parrish (Materials Testing)	Rate Schedule	-	-	$ 10,000.00
	Subtotal			**$ 145,570.00**
	Total-All-Tasks			**$ 333,154.00**
	Established Contract Ceiling			**$ 334,000.00**

COUNCIL BILL NO. 2021-140 ORDINANCE NO

AN ORDINANCE approving an amendment (Change Order No. 1) to the construction agreement with Joplin Industrial Electric Co. Inc., in the amount of One Hundred Twelve Thousand Three Hundred Thirty-Six and 15/100 Dollars, ($112,336.15) for the Turkey Creek WWTF Generator Replacement 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 said amendment to the agreement by and between the City of Joplin and Joplin Industrial Electric Co. Inc. in the amount of One Hundred Twelve Thousand Three Hundred Thirty-Six and 15/100 Dollars, ($112,336.15), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement amendment, 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 Wastewater Treatment 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 ordering equipment, 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 2021-140

I hereby certify that a sufficient amount is available in the Wastewater Treatment Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CHANGE ORDER 1

Sheet No. 1 of 2

To: Joplin Industrial Electric Co., Inc.
2202 S. Prigmore Ave.
Joplin, MO 64804

Project: **Turkey Creek WWTF Generator Repl. 2021**

You are hereby directed to make the following changes from the contract.

❖❖❖

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

1. CONTRACT AMOUNT	-	$300,610.00	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER	-	$112,336.15	**Joplin Industrial Electric Company, Inc.**
3. OVERRUN PREVIOUS	-	$0.00	
4. TOTAL OVERRUN TO DATE	-	$112,336.15	By: _____
5. REVISED CONTRACT AMOUNT		**$412,946.15**	Date: _____
PERCENTAGE OF ORIGINAL CONTRACT	-	37%	

_____ 06/010/2021___
CONSULTING ENGINEER DATE

FOR CITY OF JOPLIN USE:

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

Reason for Emergency and description of work approved (Check all that apply):

□ Protection of Public Health and Safety _____

□ Avoid Contractor and Project Delays _____

□ Impact to Other Improvement Projects _____

□ Other _____

_____ _____ _____ _____
APPROVAL PROJECT MANAGER DATE APPROVAL SUPERVISOR / ENGINEERING REVIEWER DATE

_____ _____
APPROVAL OF DEPARTMENT HEAD DATE

WHEN REQUIRED BY THE CITY'S CHANGE ORDER POLICY, THE FOLLOWING SIGNATURES ARE MANDATORY:

_____ _____ _____ _____
* DIRECTOR OF FINANCE DATE * CITY MANAGER DATE

Turkey Creek WWTF Generator Repl. 2021
Joplin, MO

Orig. Contract	$	300,610.00		
CO 1				
JIE Materials	$	12,032.01		
JIE Labor	$	8,168.99		
Subtotal	$	20,201.00		
15% Mark Up	$	3,030.15		
JIE Subtotal	$	23,231.15		
				+ 10%
ATS's	$	87,230.00	$ 79,300.00	$ 87,230.00
G&G Concrete	$	550.00		
Subtotal	$	1,325.00		
Subs & Mat. Subtotal	$	89,105.00		
CO 1 Total	$	112,336.15		
Contract Now.	$	412,946.15		

Contract Date	3/17/2021
Contract Time	180
Orig. Completion	9/12/2021
Extension	45
New Completion	10/27/2021

JOPLIN INDUSTRIAL ELECTRIC, INC.
RESIDENTIAL • COMMERCIAL • MAINTENANCE ELECTRICIANS
2202 S. PRIGMORE AVE., JOPLIN, MO 64804
P.O. BOX 848, DUENWEG, MO 64841
TELEPHONE: (417) 623-3425 • FAX: (417) 623-1313
WEBSITE: www.joplinelectric.com

June 4, 2021

City of Joplin

Re: Turkey Creek WWTF Generator Replacement

This price for replacing the two (2) existing Service Entrance ATS's on the Turkey Creek WWTF Generator project.

Price: **$ 112,336.00**

Our price **does** include the following:

- 800 amp and 1000 amp SE Rated ATS's.
- Additional concrete work.
- Removing the existing SE Rated ATS's.
- New conductors from one (1) of the existing Liberty Utilities transformers to the new ATS's.
- Bonding (1.2%).

*We respectfully request that time be added to the completion date for this additional work and for delivery of the new ATS's. Thirty (30) to forty-five (45) after ATS delivery would be appreciated. As always, we will make every attempt to expedite completion.

Thank you,

Joplin Industrial Electric Co., Inc.

Ryan Zengel

Joplin Industrial Electric

C.O. Number 01

Bill To:
City of Joplin

6/7/2021 | Terms | P.O. Number

Material Cost

LN	DB#	Material Description	Quantity	Cost	Labor
1	F	Temp. Ex. Critical Load	1.00	$500.00	20.70
2	F	Demo Ex. #400 Conductors	440.00	$0.00	7.21
3	F	WC-THHN-STRA #400MCM	440.00	$4,911.61	14.42
4	I	7821 TER TERMINATION-400 MCM	12.00	$0.00	4.14
5	F	Demo Ex. #500 Conductors	340.00	$0.00	5.87
6	I	8216 WC-THHN-STRA #500MCM	340.00	$4,795.68	11.73
7	I	7822 TER TERMINATION-500 MCM	8.00	$0.00	3.22
8	F	Remove Ex. ATS's	2.00	$0.00	11.50
9	F	Install New ATS's	2.00	$0.00	38.00
10	I	328 AN-3/8X3-1/2 RAWL-STUD	8.00	$18.57	1.84
11	F	AUGER TRUCK	5.00	$750.00	5.75
12	F	TRUCK/TRAILER	5.00	$250.00	2.88
13	I	4047 KO-4 LABOR ONLY	10.00	$20.00	8.63
14	I	5376 NI-GR-NIPPLE 4 X CL	10.00	$132.52	3.79
15	I	4866 LO-4 LOCKNUTS	40.00	$500.84	12.65
16	I	530 BU-4 PLASTIC BUSHING	20.00	$152.79	2.76
		Totals		$12,032.01	155.08
		Material Total		$12,032.01	

Labor Cost

Labor Description		Cost
Foreman	62.03 hours @ $54.20 =	$3,362.13
Journeyman	93.05 hours @ $51.66 =	$4,806.86
	Labor Cost	$8,168.99
	Labor Total	$8,168.99
	Job Expense	$0.00
	Labor + Material Total	$20,201.00

Overhead/Profit/Misc Expense/Quote Items Cost

Profit	(15.00%)	$3,030.15
	Total Invoice	$23,231.15

Joplin Industrial Electric

C.O. Number 01

Bill To:
City of Joplin

6/7/2021	Terms	P.O. Number

Material Cost

LN	DB#	Material Description	Quantity	Cost	Labor
1	Q	ATS's (Central Power) + 10%	0.00	$87,230.00	0.00
2	Q	Concrete (G&G) + 10%	0.00	$550.00	0.00
3	Q	Bond + 10%	0.00	$1,325.00	0.00
		Totals		$89,105.00	0.00
		Material Total		$89,105.00	

Total Invoice	$89,105.00

Jared Nichols

From: Ryan Zengel <ryan@joplinelectric.com>
Sent: Tuesday, June 8, 2021 8:48 AM
To: Jared Nichols
Subject: FW: Joplin Turkey Creek

Jared,

Not real formal, but this is from Tim.

Ryan

From: Shultz, Tim
Sent: Thursday, June 03, 2021 5:01 PM
To: Ryan Zengel <ryan@joplinelectric.com>
Subject: RE: Joplin Turkey Creek

Ryan, we are still good with this spec, Chris and Mark from ASCO have been having conversations concerning the cabinets on the service so, they have decided to make a small change, the 800amp will now include an accessory code 42, which that only means that the enclosure is growing and now will be the same size as a 1000amp cabinet, at this time since we made a change to enclosure is makes out quote a special application quote and we must now clear engineering, I have asked for a new submittal package but it will be about 7-10 days before ASCO can provide us with submittal and drawings for these items, per other discussions and I will provide you with a new quote but here is a new price level,
Please Add $79,300 to our original package quote
Contact me with any questions

I called Chris today as well and he told me that we would be moving forward with this change

Thanks Tim

From: Ryan Zengel <ryan@joplinelectric.com>
Sent: Tuesday, April 20, 2021 8:30 AM
To: Shultz, Tim <tim.shultz@cpower.com>
Subject: RE: Joplin Turkey Creek

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Tim,

I am back in the office this week. Can we set up another conference call with Allgeier Martin and Asco to review and discuss this?

Ryan

#1 ATS AMPS: 0800 QTY: 1
Product : 7000 Series Transfer
Switches Catalog Number :
H7ADRSB30800N5XM,1PS1,5LL
18B,18G,31Z,44G,72EE2,125A,134
135L
Service Voltage / Hz : 480V/60Hz Optional Accessories : 134,1PS1,5LL,18B,18G,31Z,44G
72EE2,125A,135L
Bypass Isolation : Not Applicable Product Description :
7000 Series, Automatic Dual
Service Entrance Delayed Transition
Transfer Switch - Breakers on
Normal and Emergency
No. of Switched Poles : 4 Neutral Configuration : Switched [B]
Withstand Rating: : See WCR table below No. of Cables & Lug
Size :
Frame = H, Switch Rating = 0800, Series = 7000
Enclosure :
3R(M)-UL Type 3R secure
double door enclosure (See
Disclaimer 3)
Service : Three Phase, 4-wire
Extended Warranty : Not Included Markings :

#
ACCESSORY DESCRIPTIONS
Accessory Code Description
1 1PS1
Internal ASCO buffer module to provide Controllers, Power Manager/Meter, & 72SW with a minimum of 25s of backup power for communications when the load is without power. Provides customer terminal block for optional external 24Vdc.
2 5LL
Maintained type test selector switch with override retransfer to normal in the event of emergency source failure. Includes red pilot light to indicate test active. Note: replaces feature 5, feature 6B becomes push button.
3 18B/18G 2pole D/T contacts that operate when emergency and normal source voltage is present at transfer switch terminals
4 31Z
Selective Load disconnect circuit to provide a pre-transfer and/or post transfer signal when transferring from emergency to normal and/or normal to emergency. The signal can be programmed to occur during all transfers or only when the transfer is occurring between two live sources. The length of the pre and post transfer delays can be set to 0-5 minutes 59 seconds.
5 44G
208-240VAC and or 440-480VAC Accessory 44 Strip heater is designed to keep humidity and or temperature within the ATS enclosure at acceptable levels. This accessory consists of a mounting bracket with strip heater, thermostat and terminal block.
6 72EE2
5170 Quad-Ethernet Module provides transfer switch dashboard screen with password protected control capabilities, email alerts and open protocol support in a single module with an integrated 4 port Ethernet switch.
7 125A
This Product Meets Or Exceeds The Requirement Of The International Building Code For Importance Factor 1.5 Electrical Equipment. For Use In Zone 4 Or Less Severe Seismic Regions. Consult ASCO for details
8 134 100% Service Entrance Rated Breaker
9 135L ASCO "Digital Power Meter" monitoring the load source for measurement of voltage,

frequency, and current. Calculation of Power, Energy, and Power Factor.

#2 ATS AMPS: 1000 QTY: 1
Product : 7000 Series Transfer
Switches Catalog Number : H7ADRSB31000N5XM,1PS1,5LL
18B,18G,31Z,44G,72EE2,125A,135L
Service Voltage / Hz : 480V/60Hz Optional Accessories : 1PS1,5LL,18B,18G,31Z,44G
72EE2,125A,135L
Bypass Isolation : Not Applicable Product Description :
7000 Series, Automatic Dual Service
Entrance Delayed Transition Transfer
Switch - Breakers on Normal and
Emergency
No. of Switched Poles : 4 Neutral Configuration : Switched [B]
Withstand Rating: : See WCR table below No. of Cables & Lug
Size :
Frame = H, Switch Rating = 1000, Series = 7000
Enclosure :
3R(M)-UL Type 3R secure
double door enclosure (See
Disclaimer 3)
Service : Three Phase, 4-wire
Extended Warranty : Not Included Markings :

#
ACCESSORY DESCRIPTIONS
Accessory Code Description
1 1PS1
Internal ASCO buffer module to provide Controllers, Power Manager/Meter, & 72SW with a minimum of 25s of backup power for communications when the load is without power. Provides customer terminal block for optional external 24Vdc.
2 5LL
Maintained type test selector switch with override retransfer to normal in the event of emergency source failure. Includes red pilot light to indicate test active. Note: replaces feature 5, feature 6B becomes push button.
3 18B/18G 2pole D/T contacts that operate when emergency and normal source voltage is present at transfer switch terminals
4 31Z
Selective Load disconnect circuit to provide a pre-transfer and/or post transfer signal when transferring from emergency to normal and/or normal to emergency. The signal can be programmed to occur during all transfers or only when the transfer is occurring between two live sources. The length of the pre and post transfer delays can be set to 0-5 minutes 59 seconds.
5 44G
208-240VAC and or 440-480VAC Accessory 44 Strip heater is designed to keep humidity and or temperature within the ATS enclosure at acceptable levels. This accessory consists of a mounting bracket with strip heater, thermostat and terminal block.
6 72EE2
5170 Quad-Ethernet Module provides transfer switch dashboard screen with password protected control capabilities, email alerts and open protocol support in a single module with an integrated 4 port Ethernet switch.
7 125A
This Product Meets Or Exceeds The Requirement Of The International Building Code For Importance Factor 1.5 Electrical Equipment. For Use In Zone 4 Or Less Severe Seismic Regions. Consult ASCO for details

8 135L ASCO "Digital Power Meter" monitoring the load source for measurement of voltage, frequency, and current. Calculation of Power, Energy, and Power Factor.

#3 ATS AMPS: 0800 QTY: 1
Product : 7000 Series Transfer
Switches Catalog Number : H7ADTSB30800N5XM,1PS1,5LL
18B,18G,31Z,44G,72EE2,125A,135L
Service Voltage / Hz : 480V/60Hz Optional Accessories : 1PS1,5LL,18B,18G,31Z,44G
72EE2,125A,135L
Bypass Isolation : Not Applicable Product Description : 7000 Series, Automatic Delayed
Transition Transfer Switch
No. of Switched Poles : 4 Neutral Configuration : Switched [B]
Withstand Rating: : See WCR table below No. of Cables & Lug
Size : 4, #1/0 AWG to 600 MCM
Frame = H, Switch Rating = 0800, Series = 7000
Enclosure :
3R(M)-UL Type 3R secure
double door enclosure (See
Disclaimer 3)
Service : Three Phase, 4-wire
Extended Warranty : Not Included Markings :

#
ACCESSORY DESCRIPTIONS
Accessory Code Description
1 1PS1
Internal ASCO buffer module to provide Controllers, Power Manager/Meter, & 72SW with a minimum of 25s of backup power for communications when the load is without power. Provides customer terminal block for optional external 24Vdc.
2 5LL
Maintained type test selector switch with override retransfer to normal in the event of emergency source failure. Includes red pilot light to indicate test active. Note: replaces feature 5, feature 6B becomes push button.
3 18B/18G 2pole D/T contacts that operate when emergency and normal source voltage is present at transfer switch terminals
4 31Z
Selective Load disconnect circuit to provide a pre-transfer and/or post transfer signal when transferring from emergency to normal and/or normal to emergency. The signal can be programmed to occur during all transfers or only when the transfer is occurring between two live sources. The length of the pre and post transfer delays can be set to 0-5 minutes 59 seconds.
5 44G
208-240VAC and or 440-480VAC Accessory 44 Strip heater is designed to keep humidity and or temperature within the ATS enclosure at acceptable levels. This accessory consists of a mounting bracket with strip heater, thermostat and terminal block.
6 72EE2
5170 Quad-Ethernet Module provides transfer switch dashboard screen with password protected control capabilities, email alerts and open protocol support in a single module with an integrated 4 port Ethernet switch.
7 125A
This Product Meets Or Exceeds The Requirement Of The International Building Code For Importance Factor 1.5 Electrical Equipment. For Use In Zone 4 Or Less Severe Seismic Regions. Consult ASCO for details
8 135L ASCO "Digital Power Meter" monitoring the load source for measurement of voltage,

frequency, and current. Calculation of Power, Energy, and Power Factor.

#4 ATS AMPS: 1000 QTY: 1
Product : 7000 Series Transfer
Switches Catalog Number : H7ADTSB31000N5XM,1PS1,5LL
18B,18G,31Z,44G,72EE2,125A,135L
Service Voltage / Hz : 480V/60Hz Optional Accessories : 1PS1,5LL,18B,18G,31Z,44G
72EE2,125A,135L
Bypass Isolation : Not Applicable Product Description : 7000 Series, Automatic Delayed
Transition Transfer Switch
No. of Switched Poles : 4 Neutral Configuration : Switched [B]
Withstand Rating: : See WCR table below No. of Cables & Lug
Size : 4, #1/0 AWG to 600 MCM
Frame = H, Switch Rating = 1000, Series = 7000
Enclosure :
3R(M)-UL Type 3R secure
double door enclosure (See
Disclaimer 3)
Service : Three Phase, 4-wire
Extended Warranty : Not Included Markings :

#
ACCESSORY DESCRIPTIONS
Accessory Code Description
1 1PS1
Internal ASCO buffer module to provide Controllers, Power Manager/Meter, & 72SW with a minimum of 25s of backup power for communications when the load is without power. Provides customer terminal block for optional external 24Vdc.
2 5LL
Maintained type test selector switch with override retransfer to normal in the event of emergency source failure. Includes red pilot light to indicate test active. Note: replaces feature 5, feature 6B becomes push button.
3 18B/18G 2pole D/T contacts that operate when emergency and normal source voltage is present at transfer switch terminals
4 31Z
Selective Load disconnect circuit to provide a pre-transfer and/or post transfer signal when transferring from emergency to normal and/or normal to emergency. The signal can be programmed to occur during all transfers or only when the transfer is occurring between two live sources. The length of the pre and post transfer delays can be set to 0-5 minutes 59 seconds.
5 44G
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6 72EE2
5170 Quad-Ethernet Module provides transfer switch dashboard screen with password protected control capabilities, email alerts and open protocol support in a single module with an integrated 4 port Ethernet switch.
7 125A
This Product Meets Or Exceeds The Requirement Of The International Building Code For Importance Factor 1.5 Electrical Equipment. For Use In Zone 4 Or Less Severe Seismic Regions. Consult ASCO for details
8 135L ASCO "Digital Power Meter" monitoring the load source for measurement of voltage, frequency, and current. Calculation of Power, Energy, and Power Factor.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-140
Change Order No. 1 for the Turkey Creek WWTF Generator Replacement 2021 project

MEETING DATE
June 21, 2021

ORIGINATING DEPT
Public Works

ATTACHMENTS
CB 2021-140 Ordinance; Change Order No. 1

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 a change order with Joplin Industrial Electric Co. Inc. for the Turkey Creek WWTF Generator Replacement project in the amount of One Hundred Twelve Thousand Three Hundred Thirty-Six and 15/100 Dollars, ($112,336.15)

BACKGROUND
On March 1, 2021, Council approved a $300,610.00 construction contract with Joplin Industrial Electric Co. for the Turkey Creek WWTF [Wastewater Treatment Facility] Generator Replacement 2021 project. During a storm the WWTF lost power, when staff tried to use the switch to transfer power to the back-up, it failed. The transformer on the redundancy line had failed. After Liberty Utilities replaced the faulty transformer, the existing Automatic Transfer Switches (ATSs) and wiring were tested and found to be inadequate. This change order addresses this issue. As part of this issue, Liberty Utilities Staff met with City Staff and devised a way to install a second source of power redundancy that will help with future storms and power outages at the Turkey Creek WWTF.

Without this equipment, the power supply to the WWTF cannot be switched from one grid power source to the other. This change order will add an additional layer of redundancy to the plant's power supply, which is especially critical during inclement weather.

The three major components of the change order are as follows: 1) replacement of the existing Automatic Transfer Switches (ATSs); 2) replacement of the wire from the new transformer to the switches; and, 3) a contract time extension of 45 days to complete the work.

FUNDING SOURCE
The Wastewater Treatment fund.

RECOMMENDATION

Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with ordering equipment, 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