JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JULY 19, 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**
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Sales Tax Update
   2. Health Department Update
   3. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Brian Brown: Invocations
   2. Tom Walters: Adequate Lights At Ewert Skate Park
   3. David Guilford: Disturbing The Peace Issues-Law Enforcement
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. COUNCIL BILL NO. 2021-277
      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-PD (Apartment

House Planned Development) property as described below and located at the Southeast Corner of W. 34th St. and S. Jackson Ave.

Documents:

CB 2021-277 SUMMARY.PDF
CB 2021-277 MINUTES.PDF
CB 2021-277 STAFF REPORT.PDF
CB 2021-277.ORDINANCE.PDF

8. Consent Agenda

1. Minutes Of The July 6, 2021 City Council Meeting

   Documents:

   CC MINS.JULY 6, 2021.DRAFT.PDF

2. Minutes Of The July 14, 2021 Special City Council Meeting.

   Documents:

   JULY 14 SPECIAL MTG MINUTES.PDF

3. COUNCIL BILL NO. 2021-006
   AN ORDINANCE amending Chapter 42 – Courts, Division 1 – Generally, Section 42-35 – Court costs and other fees, by repealing subsection (j).

   Documents:

   CB2021-006.PDF

4. COUNCIL BILL NO. 2021-143
   AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an agreement with Emery Sapp & Sons, Inc., a Missouri Corporation, for the purpose of constructing the West 32nd Street widening project from South Schifferdecker Avenue to South Central City Road for the not to exceed price of Eight Million Six Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 Dollars ($8,687,130.29); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2021-143.PDF

5. COUNCIL BILL NO. 2021-273
   AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District C-O (Non-Retail Commercial) property as described below and located 1827 & 1831 S Wall

Ave, City of Joplin, Jasper County, Missouri.

Documents:

CB2021-273.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2021-518
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.

Documents:

CB 2021-518 SUMMARY BUDGET AMENDMENT.PDF
CB 2021-518 BUDGET AMENDMENT ORDINANCE.PDF
CB 2021-518 SCHEDULE A BUDGET AMENDMENT.PDF

2. COUNCIL BILL NO. 2021-606
AN ORDINANCE approving an agreement with Environmental Works for construction and environmental services for underground storage tank closure; authorizing the City Manager to execute on behalf of the City and containing an emergency clause.

Documents:

BID SUMMARY.PDF
COUNCIL BILL 2021-606.PDF
ENVIORNMENTAL WORKS AGREEMENT UST 2021.PDF
SUMMARY SHEET 2021-606 UST CLOSURE.PDF

11. **Ordinances - First Reading**

1. COUNCIL BILL NO. 2021-141
AN ORDINANCE authorizing the approval of the 2021 Public Transportation Agency Safety Plan (PTASP) update detailing the safety processes and procedures for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley. This plan utilizes existing agency safety practices and Federal Transit Administration best practices to meet the regulations set in 49 CFR Part 673.

Documents:

GS 2021-141 SAFETY PLAN REVISED.PDF
PUBLIC TRANSPORATION AGENCY SAFETY PLAN.PDF
ORDINANCE 2021-141 SAFETY PLAN UPDATE.PDF

2. COUNCIL BILL NO. 2021-144
AN ORDINANCE approving Work Authorization OLS-OC-21-08 With Olsson in the not to exceed amount of Five Hundred Twenty Thousand and

00/100 dollars ($520,000.00) for construction phase professional engineering services for the 32nd St. Widening project from Schifferdecker Ave. to Central City Road and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-144 SUMMARY SHEET 32ND ST. CONST. PHASE SERVICES.PDF
CB2021-144 32ND ST. WIDENING MAP.PDF
CB2021-144 COUNCIL ORDINANCE 32ND ST. CONST. PHASE SERVICES.PDF
CB2021-144 WORK AUTHORIZATION.PDF

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

13. **Unfinished Business**

14. **New Business**

    1. Closed Session
    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; as set forth in Section 610.021(1) RSMo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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

Ad Omnia Parata

Together we are ready for anything!

Notice posted at 12:30 p.m. on this 15th day of July, 2021 (RSM0 610.020)

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-277-Rezone to District R-3-PD

MEETING DATE:
July 19, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager Nicholas Edwards.

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

BACKGROUND:
This request features a type of development generally known as a 'pocket neighborhood.' This is a relatively new type of residential development that features walkable communities with shared amenities. A required landscape buffer will be required where the subject property abuts R-1 districts to the South.

This request is compatible with the comprehensive plan. While the future land use map does show low-density residential, the proposed project of 11 detached single-family units is consistent with the intent of low-density. By comparison, this property is platted for 8 lots; the 11 units proposed would be 3 more than permitted by right.

PLANNING & ZONING COMMISSION TESTIMONY:
Matt McConnell, 10 Quail Ridge, Joplin, MO, Matco Builders, representing Thomas and Susan Coy. We are wanting to change this property from a District R-1 to District R-3-PD, emphasizing the Planned Development. We are proposing a pocket community called Jackson Hills. This will consist of single-family homes that will be market rate rentals, specifically targeted for the medical and professional community. The homes will consist of three (3) one-bedroom homes, six (6) two-bedroom homes, two (2) three-bedroom homes, and one (1) three bedrooms and two bath duplexes.

Josh Anderson, Hunter and Millard Architects, 1501 S. Main Street, Joplin, MO. This is a new development in Joplin and why we are asking for the PD zoning change. A pocket community is basically small footprint homes that are on smaller lots. They are geared around a close community, smart growth and a modern way of living. The site location is close to the medical school, dental school and for the professionals at the hospital. A pocket community is in a park like setting. It will come with trees, gardens, trails, walkways and everything is connected. The parking is off to the side.

Ms. Steele wanted to know if they were all going to be rentals?

Mr. Anderson stated they are rentals, not condominiums and controlled by a Property Manager.

Ms. Phillips stated that she was confused because they are rentals and discussion of the value of the project.

Mr. McConnell stated the reason why we brought up the value a little bit was because of the concerns of the neighbors. That discussion took place with the neighborhood in a meeting.

Ms. Phillips was wanting to know how far the parking is to the street? Is the whole thing a driveway?

Mr. Anderson stated that there is a 15-foot approach apron between the street to the parking spaces and that falls under the PD.

Mr. McConnell wanted to clarify that from the very front of the parking area to the edge of the street is 35 feet, so you will have 19-to-20-foot parking stall, then you will have additional 15 foot to back out of the stall before entering the street.

Ms. Phillips mentioned to Mr. Stanton that the whole thing is a driveway onto the street. Instead of two car lengths it is eight?
Mr. Stanton stated his understanding is the approach off the street would extend the length of the parking spaces.

Ms. Phillips asked Mr. Stanton if he could cite another place in town that does that? The Engineering Department had tons of rules about where you can put a two-car driveway.

Mr. Stanton stated that with the PD request, Council has the authority to approve the site plan that would not be in total compliance with current city regulations.

PUBLIC COMMENT:
Mr. and Mrs. Wilson, 3414 S Sergeant, Joplin, MO. They have lived in this area for 8 years, he is 100% for this project. There was old building on that property which were tore down and made it look nice. They had the community meeting in our building and saw all the plans. The one concern was the car ports. It was stated that coming out of the carport you still have a distance before entering the street. Ms. Wilson is for this community because of going to the meeting and being able to review the plans.

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

RECOMMENDATIONS:
Staff recommends approval for Case 019-21.
Planning & Zoning Commission recommends approval for Case 019-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-277, Staff Planning Report, P&Z Commission Minutes.

CB 2021-277

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

Matt McConnell, 10 Quail Ridge, Joplin, MO, Matco Builders, representing Thomas and Susan Coy. We are wanting to change this property from a District R-1 to District R-3-PD, emphasizing the Planned Development. We are proposing a pocket community called Jackson Hills. This will consist of single-family homes that will be market rate rentals, specifically targeted for the medical and professional community. The homes will consist of three (3) one-bedroom homes, six (6) two-bedroom homes, two (2) three-bedroom homes, and one (1) three bedrooms and two bath duplex.

Josh Anderson, Hunter and Millard Architects, 1501 S. Main Street, Joplin, MO. This is a new development in Joplin and why we are asking for the PD zoning change. A pocket community is basically small footprint homes that are on smaller lots. They are geared around a close community, smart growth and a modern way of living. The site location is close to the medical school, dental school and for the professionals at the hospital. A pocket community is in a park like setting. It will come with trees, gardens, trails, walkways and everything is connected. The parking is off to the side.

Mr. Eastman asked if the Commissioners had any questions?

Ms. Steele wanted to know if they were all going to be rentals?

Mr. Anderson stated they are rentals, not condominiums and controlled by a Property Manager.

Ms. Phillips stated that she was confused because they are rentals and then discussion of the value of the project.

Mr. McConnell stated the reason why we brought up the value a little bit was because of the concerns of the neighbors. That discussion took place with the neighborhood in a meeting.

Ms. Phillips was wanting to know how far the parking is to the street? Is the whole thing a driveway?

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Ms. Phillips mentioned to Mr. Stanton that the whole thing is a driveway onto the street. Instead of two car lengths it is eight?

Mr. Stanton stated his understanding is the approach off the street would extend the length of the parking spaces.

Ms. Phillips asked Mr. Stanton if he could cite another place in town that does that? The Engineering Department had tons of rules about where you can put a two-car driveway.

Mr. Stanton stated that with the PD request, Council has the authority to approve the site plan that would not be in total compliance with current city regulations.

Mr. Eastman asked if there was anyone to speak in favor of this case?

Robert Wilson, owner of the property to the south of this property. Living in this area for 8 years, he is 100% for this project. There was old building on that property which were tore down and made it look nice. He has heard a lot of complaints on how we are going to back out on the street, from 34th Street to 35th Street, and 35th Street is a dead end, everyone that lives on that street backs out into the street. There is no other way for them to get onto the street. He drove all along Jackson looking at the homes and there are some nice ones but not as nice as this project.

Pam Wilson, 3414 S Sergeant, the property to the south is a church. We have had the church vested in the neighborhood and to describe the lot sitting there, it does no good sitting empty for anyone. They had the community meeting in our building and saw all the plans. The one concern was the car ports. It was stated that coming out of the carport you still have a distance before entering the street. Ms. Wilson is for this community because of going to the meeting and being able to review the plans.

Mr. Eastman asked if there was anyone to speak in opposition of this case? There was not.

MR. KIMBLE MOVED, SECONDED BY MS. STEELE THAT CASE 019-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. STEELE, MR. KIMBLE, MR. MCCULLOUGH, MS. PHILLIPS, AND MS. WARREN VOTING "AYE", (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: July 12, 2021
City Council Meeting: August 2, 2021

STAFF PLANNING REPORT
Rezoning

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

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

APPLICANT Thomas & Susan Coy

EXISTING CONDITIONS

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

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

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

UTILITIES

Utilities in place.

this project respects that intent.

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

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

Staff recommends approval of Case 019-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 019-21
Filing Fee: $550.00
Date Advertised: 3-28-21
Date Notices Sent 4-5-21
Public Hearing Date: 4-12-21 / 7-12-21

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

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

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

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

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	RESIDENTIAL	C1
South	RESIDENTIAL	C1
East	RESIDENTIAL	C1
West	RONALD McDONALD HOUSE	CO-PD

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

RELATIONSHIP TO EXISTING ZONING PATTERN:

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

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

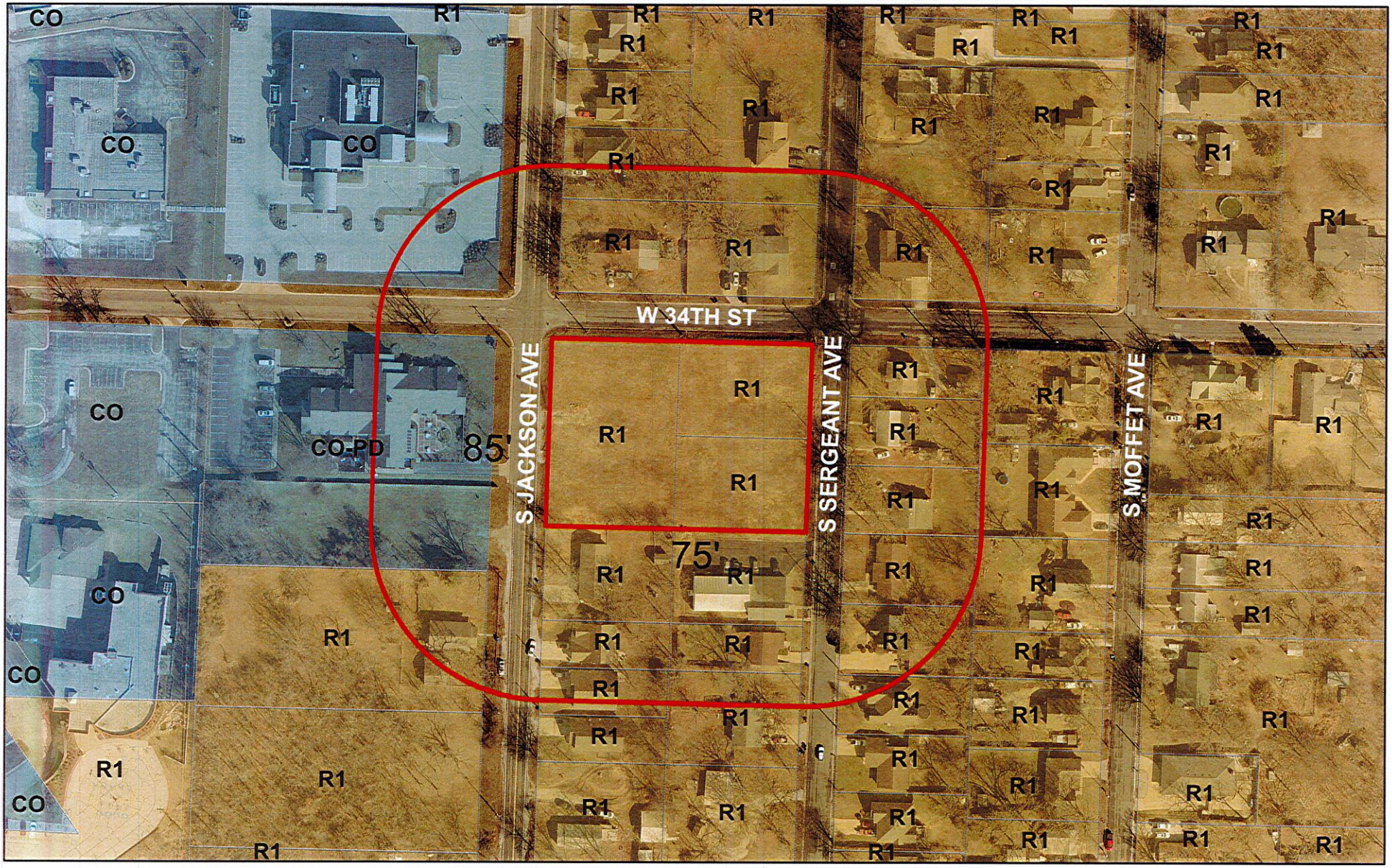
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

SIGNATURE: _____ DATE: 3/25/21

EMAIL: josh@hunterandmillard.com

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

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



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

0 70 140 280 420 560 Feet

N

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

COUNCIL BILL NO. 2021-277 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-PD (Apartment House Planned Development) property as described below and located at the Southeast Corner of W. 34th St. and S. Jackson Ave.

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

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

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

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
JULY 6, 2021
MEETING MINUTES

CALL TO ORDER

The July 6, 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

ROLL CALL

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

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATION

MML Update-Council Member Diane Reid Adams reported on a Municipal Finance and Tax Committee meeting she recently attended. She is a member of the committee.

Health Dept. Update: Health Director Ryan Talken presented an update of Covid 19 cases and vaccination status.

News from the Public Information Office presented by Lynn Onstot:

- Missouri Mayhem Truck Show - July 10 at Landreth Park
- Tree Limb drop off this weekend
- Covid vaccination clinics – contact Joplin Health Dept. for information 417-623-6122

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing Procedures read by City Clerk Barbara Gollhofer

PUBLIC HEARING FOR COUNCIL BILL NO. 2021-273
Mayor Stanley opened the Public Hearing

No one appeared in favor of or in opposition to this council bill.

The Public Hearing was closed.

Council Bill No. 2021-273
Mr. Stinnett introduced Council Bill No. 2021-273- AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District C-O (Non-Retail Commercial) property as described below and located 1827 & 1831 S Wall Ave, City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Dr. Reid Adams to pass Council Bill No. 2021-273 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0. Absent: Lawson, 1. The bill was read as **Council Bill No. 2021-273**

PUBLIC HEARING FOR CASE 030-21:
Mayor Stanley opened the Public Hearing

Debra Koelkebeck, director of CASA, spoke in favor of this council bill.

No one spoke in opposition to this council bill.

The Public Hearing was closed.

Case No. 030-21
Mr Monteleone introduced Case No. 030-21- 1917 Carolyn Pl.– A request to review the site plan for future office development. Motion by Mr. Monteleone, second by Mr. Stinnett to approve Case No. 030-21. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0. Absent: Lawson, 1. Case No 030-21 was approved.

CONSENT AGENDA
Motion by Mr. Cortez, second by Mr. Stinnett to approve the Consent Agenda**.** Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0. Absent: Lawson, 1.

Minutes of the June 21, 2021 City Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCY
COUNCIL BILL NO. 2021-450
Dr. Reid Adams introduced Council Bill No. 2021-450 - an ordinance authorizing a Participation Agreement for State Investment In Local Public Health Agencies and a Memorandum of Understanding for participation in the Children's Health Insurance Program (CHIP) Health Services Initiatives (H.S.I.) project, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, and for the City of Joplin Health Department to receive compensation, for up to One-Hundred Thousand, Sixty Dollars, no Cents, ($100,060.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Dr. Reid Adams, second by Mr. Copple that Council Bill No. 2021-450 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0. Absent: Lawson, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2021-091**

COUNCIL BILL NO.2021-451

Mr. Copple introduced Council Bill No. 2021-451 - an ordinance authorizing a Program Services Contract, by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for the City of Joplin Health Department to receive compensation, for up to One Hundred Eighty-Two Thousand, Nine Hundred Thirteen Dollars and no Cents, ($182,913.00); and, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2021-451 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0. Absent: Lawson, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2021-092**

COUNCIL BILL NO. 2021-605

Mr. Cortez introduced Council Bill No. 2021-605 -an ordinance authorizing the City of Joplin to enter into an agreement with All-American Pride LLC, in the amount of Two Hundred Twenty Thousand 00/100 Dollars ($220,000.00) 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. Cortez, second by Mr. Stinnett that Council Bill No. 2021-605 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0. Absent: Lawson, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2021-093**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-006

Mr. Stinnett introduced Council Bill No. 2021-006- an ordinance amending Chapter 42– Courts, Division 1– Generally, Section 42-35– Court costs and other fees, by repealing subsection (j). Motion by Mr. Stinnett, second by Dr. Reid Adams Council Bill No. 2021-006 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0. Absent: Lawson, 1. The bill was read as **Council Bill No. 2021-006.**

COUNCIL BILL NO. 2021-143

Mr. Cortez introduced Council Bill No. 2021-143 - an ordinance authorizing the City of Joplin, Missouri, to enter into an agreement with Emery Sapp & Sons, Inc., a Missouri Corporation, for the purpose of constructing the West 32nd Street widening project from South Schifferdecker Avenue to South Central City Road for the not to exceed price of Eight Million Six Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 Dollars ($8,687,130.29); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2021-143 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0. Absent: Lawson, 1. The bill was read as **Council Bill No. 2021-143**

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Request to Address Council

Eileen Donnelly requested to speak on Joplin Street Revival, police shortage, police academy.

Confirm Boards & Commissions reappointments and new appointments.

Motion by Mr. Stinnett, second by Mr Cortez to approve the following boards/commissions reappointments and new appointments. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 8. Nays:0. Absent: Lawson, 1.

Reappointments:

JRC: Andy Perigo
Library Board: David Layne
Library Board: James Fleischaker
Library Board: Andrea Cullers

New Appointments:

ADA: Phyllis Collier-Craig (replaced Vicki Gray)
City Tree Board: Rena Selvey (replaced Bob Wilcoxon)
CVB: Brent Parker (replaced Bob Kluth)
JRC: Lane Clevenger (replaced Troy Hill)
JRC: Brenda Haddad (replaced David Sweeney)

Comments from Council Members:

Mr. Monteleone asked the police chief for a future discussion on our pursuit chase policy.

There being no further business, the meeting was adjourned at 7:35 p.m.

Respectfully,

Barbara Gollhofer, City Clerk, MPCC

JOPLIN CITY COUNCIL
SPECIAL MEETING MINUTES
JULY 14, 2021

CALL TO ORDER

Mayor Ryan Stanley called the July 14, 2021 Joplin City Council special meeting to order at 5:30 p.m.

Assistant City Clerk Roschelle Forsythe read the Special Call:
Notice is hereby given that the City Council of the City of Joplin will conduct a Special Meeting at 5:30 p.m. on Wednesday, July 14, 2021 at Joplin City Hall, 5th floor Council Chambers, 602 S. Main Street for the purpose of going into closed session.

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

Closed Session
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; as set forth in Section 610.021(1) RSMo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Cortez, second by Mr. Lawson to go into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

ADJOURNMENT

With no further business, the meeting adjourned at 5:32 p.m.

Respectfully,

Roschelle Forsythe, Assistant City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2021-006 amending Chapter 42 - Courts, Division 1- Generally, Section 42-35 - Court costs and other fees, by repealing subsection (j).

MEETING DATE
July 6, 2021

ORIGINATING DEPT
City Attorney

ATTACHMENTS
Council Bill No. 2021-006

REVIEWED BY
City Attorney: Peter Edwards; Court Administrator: Lamonte Ratcliff; City Manager: Nick Edwards

SUMMARY
This Council Bill amends Chapter 42 – Courts, Division 1 – Generally, Section 42-35 – Court costs and other fees, by repealing subsection (j), which assesses a $3 Municipal Court fee for the Sheriffs' Retirement Fund.

BACKGROUND
The General Assembly created the Sheriffs' Retirement Fund in 1983 and requires a $3 court cost to pay for the fund. On April 17, 2013, the Attorney General issued Opinion No. 20-2013, stating that the law was applicable to municipal courts. Following Opinion No. 20-2013, the City amended Section 42-35 to add subsection (j) to collect the fee. On June 1, 2021, the Missouri Supreme Court held the fee to be unconstitutional as applied to municipal courts because it was not "reasonably related to the expense of the administration of justice" in *Fowler v. Missouri Sheriffs' Retirement System*, No. SC98484 (Mo. 2021). This Council Bill will make the City Code compliant with this decision.

FUNDING SOURCE
N/A

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

COUNCIL BILL NO. 2021-006 ORDINANCE NO.

AN ORDINANCE amending Chapter 42 – Courts, Division 1 – Generally, Section 42-35 – Court costs and other fees, by repealing subsection (j).

WHERAS, the General Assembly created the Sheriffs' Retirement Fund in 1983 and requires a $3 court cost to pay for the fund; and,

WHEREAS, on April 17, 2013, the Missouri Attorney General's Office issued Opinion No. 20-2013, stating that the law was applicable to municipal courts; and,

WHEREAS, following Opinion No. 20-2013, the City amended Section 42-35 to add subsection (j) to collect the fee; and,

WHEREAS, on June 1, 2021, the Missouri Supreme Court held the fee to be unconstitutional as applied to municipal courts because it was not "reasonably related to the expense of the administration of justice" in *Fowler v. Missouri Sheriffs' Retirement System*, No. SC98484 (Mo. 2021); and,

WHEREAS, this Council Bill will make the City Code compliant with this decision.

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

Section 1. That Chapter 42 – Courts, Division 1 – Generally, Section 42-35 – Court costs and other fees, subsection (j) is repealed.

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
Council Bill 2021-143 Construction Agreement between City of Joplin and Emery Sapp & Sons Inc. for the 32nd St. Widening Project from Shifferdecker Ave. to Central City Road

MEETING DATE
July 6, 2021

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2021-143; Agreement; Location Map; Bid Tabulation; Recommendation of Award Letter

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Emery Sapp & Sons Inc. in the amount of Eight Million Six Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 dollars ($8,687,130.29) which includes provisions for asphalt & fuel index adjustments up to Five Hundred Thousand and 00/100 dollars ($500,000.00) for construction of the 32nd Street Widening Project.

BACKGROUND
In August 2014 the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of 32nd Street from Schifferdecker to Central City Road. In September 2015, the City entered into an agreement with Olsson to provide design services for this project, and in July 2019 and May 2020 the City entered into additional agreements with Olsson to provide Right of Way Negotiation Services and Appraisal Services. The project consists of full depth reconstruction and widening of 32nd St. to a 3-lane roadway with curb and gutter, including a dual-use sidewalk/bike trail on the north side of the roadway. With the bid documents nearing completion early this year the City's consultant and staff determined that using the Missouri Department of Transportation's asphalt & fuel index adjustment method to facilitate the most competitive bids were received. After reviewing the bids and analyzing the price index for fuel & asphalt for the last 10 years the City's consultant and staff generated a conservative estimate of $500,000.00 in potential increase of the asphalt and fuel unit prices. It should also be noted that the cost may go down as well. In accordance with the City of Joplin's procurement policies, a request for bid proposal for the widening of 32nd St. was advertised in the Joplin Globe on April 24th, 2021, and bids were received by the City on June 15th, 2021. Two bids were received, with Emery Sapp & Sons, Inc. selected as the lowest responsive bidder with a bid amount of Eight Million One Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 dollars ($8,187,130.29). The low bid was below the engineer's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed by June 16, 2023.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of Council Bill 2021-143, Construction Agreement between City of Joplin and Emery Sapp & Sons Inc. for the 32nd St. Widening Project in the amount of Eight Million One Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 dollars ($8,187,130.29) on first reading.

June 17, 2021

Mr. David Hertzberg, P.E.
City of Joplin
602 S. Main Street
Joplin, MO 64801

RE: 32nd Street Widening
Central City Rd. to Schifferdecker Ave.
City of Joplin, Missouri
Olsson Project No. 015-2768
Recommendation of Contract Award

Dear Mr. Hertzberg:

On June 15, 2021, two bids were opened for this project. The bidders and their bid amounts are listed below and on the attached bid tabulation.

	Emery Sapp & Sons Springfield, MO	D&E Plumbing & Heating Nixa, MO	Engineer's Estimate
Base Bid	$8,187,130.29	$9,123,919.00	$12,216,234.50

No errors in calculations were found in the low bid. Olsson verified the proposals by multiplying the unit prices and estimated quantities, then totaling the results.

Emery Sapp & Sons of Springfield, Missouri was the low bidder. Their bid amount was approximately 33% under the engineer's estimate. Olsson spoke with Emery Sapp & Sons and they are comfortable with the proposal number submitted. Emery Sapp & Sons verified that all subcontractors were submitting materials in conformance with the specifications.

Olsson has reviewed and accepted the following information provided by Emery Sapp & Sons:

- A 5% bid bond as a bid guaranty in accordance with the contract documents
- Acknowledgement of all four addenda
- Bidder's Qualifications & Certifications
- Contractor's Past Performance Questionnaire
- Subcontractor Disclosure Form
- Non-Collusion Affidavit

Emery Sapp & Sons and their subcontractors have completed a multitude of roadway projects of similar size and scope as the 32nd Street Widening Project. The proposed project consists of the full depth reconstruction and widening of 32nd Street to a 3-lane curb & gutter section from Central City Road to Schifferdecker Avenue, including grading, base, curb & gutter, asphalt pavement, driveways, sidewalks, intersections, storm sewer, sanitary sewer, waterline, retaining walls, fencing, traffic signal, pavement markings, erosion control, seeding & sodding, traffic control, and other appurtenances. The contractor is qualified and is capable of completing the project.

702 S. Main St. / Joplin, MO 64801
O 417.781.0643 / **olsson.com**

Olsson has thoroughly evaluated the bid and has determined Emery Sapp & Sons to be responsive and responsible and find that the proposed contract price is considered fair and reasonable. We recommend that the City of Joplin award the contract to Emery Sapp & Sons, Inc. of Springfield, MO.

Please advise when the contract documents can be issued.

Sincerely,

Brian Coomes

Brian Coomes, P.E.
Project Engineer

702 S. Main St. **/** Joplin, MO 64801
O 417.781.0643 **/ olsson.com**

BID TABULATION

PROJECT: 32nd St. Widening, Central City Rd. to Schifferdecker Ave.

DATE OF BID OPENING: June 15, 2021

CONTRACTOR	BID
Emery Sapp & Sons Inc.	$8,187,130.29
D & E Plumbing & Heating, Inc.	$9,123,919.00
Engineer's Estimate	**$12,216,234.50**

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Emery Sapp and Sons Inc. Address: 5350 E. State Highway AA Springfield, MO 65803	
Attention: David Hertzberg, PE Director of Public Works		Attention: Jason Rode	
Department: Public Works		Phone: (417) 445-8331	Fax: (417) 445-0266
Phone: (417) 624-0820	Fax:	32nd Street Widening Central City Road to Schifferdecker Avenue	

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

32nd Street Widening
Central City Rd. to Schifferdecker Ave.
Jasper and Newton County, Missouri

The City and Contractor agree to the following:

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

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and

accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $8,187,130.29 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects:
By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $4,000 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

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

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications

h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Eight Million One Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 ($8,187,130.29) dollars, said amount being subject to any approved addenda or change order. **This contract includes price indexing for asphalt and fuel.**

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

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

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

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

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

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

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

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

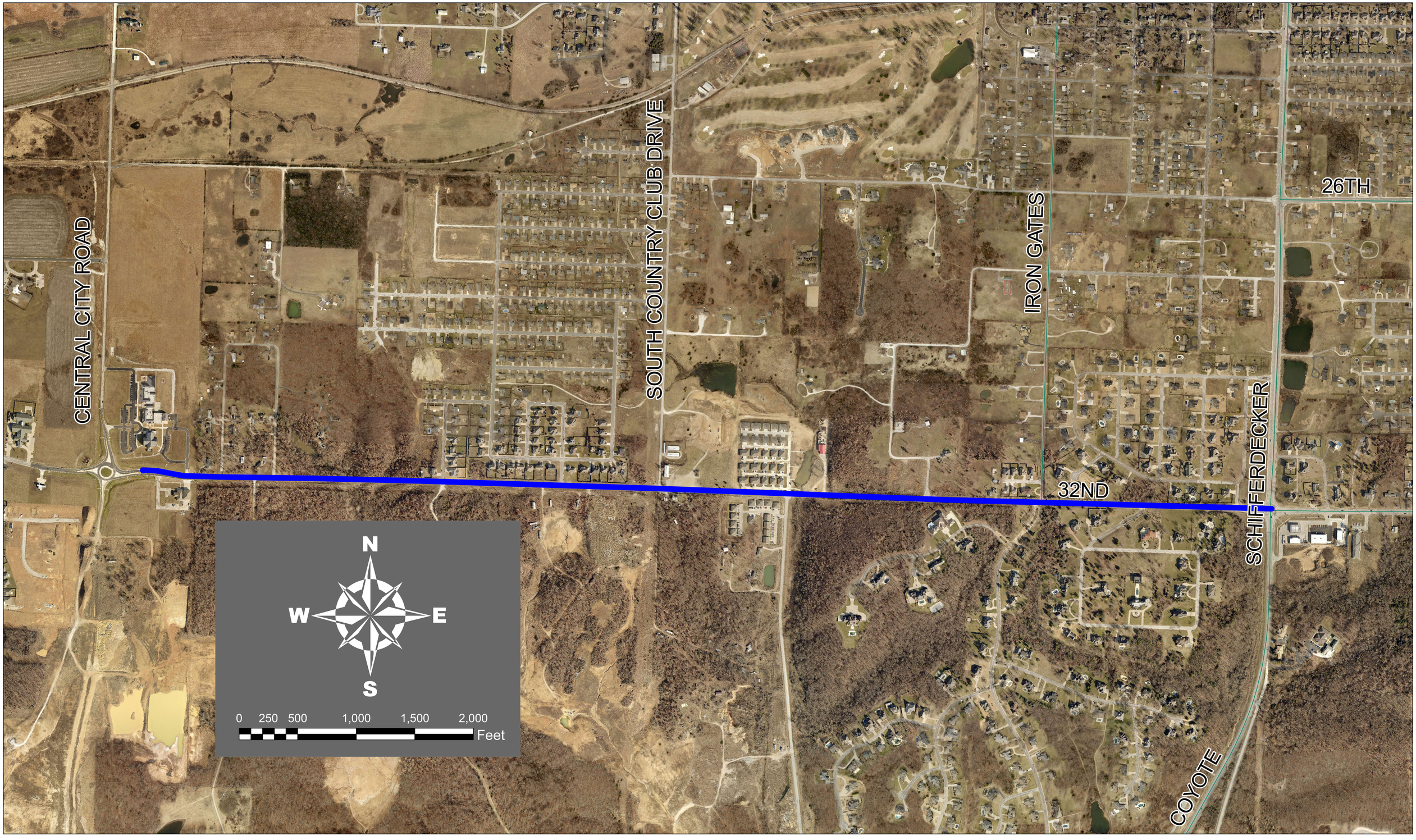
Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

32nd STREET WIDENING



COUNCIL BILL NO. 2021-143 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an agreement with Emery Sapp & Sons, Inc., a Missouri Corporation, for the purpose of constructing the West 32nd Street widening project from South Schifferdecker Avenue to South Central City Road for the not to exceed price of Eight Million Six Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 Dollars ($8,687,130.29); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin, Missouri, and Emery Sapp & Sons, Inc., a Missouri Corporation, for the purpose of constructing the West 32nd Street widening project from South Schifferdecker Avenue to South Central City Road for the not to exceed price of Eight Million Six Hundred Eighty-Seven Thousand One Hundred Thirty and 29/100 Dollars ($8,687,130.29), a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said Agreement, or Agreement in substantially similar form, by and on behalf of the City of Neosho.

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 Capital Improvement Sales Tax fund.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-273-Rezone to District C-O

MEETING DATE:
July 6, 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 029-21: A request to remove from District R-1 (Single-family Residential) and include in District C-O (Non-retail Commercial) for future multi-use development.

BACKGROUND:
C-O uses are intended to serve the neighborhood and generally allow the least intense uses of the commercial zoning districts. They generally do not generate traffic, nuisances, or other detrimental effects to the same degree as those generated by uses in C-2 or C-3. Buffers will be required if the owner alters or fully redevelops the site.

The C-O zoning district is intended to allow uses which service the area and are generally office in nature. This zoning is not inappropriate in this area, given the frontage along a collector street, as well as nearby legal non-conforming commercial uses, commercial zoning districts, and higher density residential zones and districts.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Eastman abstained from this case.

Seth Dermott, 424 N. Sergeant, Joplin, MO. Originally, we bought this fire station from the city and it was R-1 and we bought the lot to the south. We would like to make it into a commercial property. Potentially doing something that with an apartment on top level and some commercial.

Ms. Phillips asked Mr. Dermott to refresh her memory. Last month you were here you only had one lot, the fire station lot and it didn't have enough room? Since then you have bought the lot next to it?

Mr. Dermott stated that was correct. We had owned the lot to the south of it and now we are including it so it has enough area to be commercial 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 029-21.
Planning & Zoning Commission recommends approval for Case 029-21 (6 Favor, 0 Nays, 1 Abstain)

ATTACHMENTS
CB 2021-273, Staff Planning Report, P&Z Commission Minutes

CB 2021-273

Case 029-21: 1827 & 1831 S Wall Ave. - A request to remove from District R-1 (Single-family Residential) and include in District C-O (Non-retail Commercial) for future office and residential development – Seth Dermott and Andrew Solomon.

Mr. Eastman abstained from this case.

Seth Dermott, 424 N. Sergeant, Joplin, MO. Originally, we bought this fire station from the city and it was R-1 and we bought the lot to the south. We would like to make it into a commercial property. Potentially doing something that with an apartment on top level and some commercial.

Ms. Phillips asked Mr. Dermott to refresh her memory. Last month you were here you only had one lot, the fire station lot and it didn't have enough room? Since then you have bought the lot next to it?

Mr. Dermott stated that was correct. We had owned the lot to the south of it and now we are including it so it has enough area to be commercial property.

Ms. Phillips stated that now it qualifies to have enough acreage?

Mr. Stanton stated it did. Each lot individually is a little over 5,000 sq. ft. and the minimum lot size for commercial property is 10,000 sq. ft. Together they will have enough square footage.

Ms. Phillips asked if they had anyone protest.

Mr. Stanton stated there were not any protest. He did have a phone call from a nearby church, and they seemed supportive.

Mr. Kimble wanted to know, on the southern-most lot, is that just going to have office space and things of that nature, no retail or that type of businesses?

Mr. Dermott stated that they really didn't know. They think it will probably be just parking.

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. MCCULLOUGH MOVED, SECONDED BY MR. PHILLIPS THAT CASE 029-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MS. BRUCKNER-SEARS, MS. STEELE, MR. KIMBLE, MR. MCCULLOUGH, MS. PHILLIPS, AND MS. WARREN VOTING "AYE", MR. EASTMAN ABSTAINED, (6 IN FAVOR, 1 ABSTAINED)

Z&P Meeting: June 14, 2021
City Council Meeting: July 6, 2021

STAFF PLANNING REPORT
Rezoning

CASE 029-21 A request to remove from District R-1 (Single-family Residential) and include in District C-0 (Non-retail Commercial) for future multi-use development

LOCATION 1827 and 1831 S. Wall Ave.

APPLICANT Seth Dermott & Andrew Solomon

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Former Firehouse/Lion's Club	Approx. 0.3 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 low density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Wall Ave.	Collector	60'
W. 19th St.	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 low-density residential; however, the intent of the C-O district is to permit uses which serve a neighborhood and generally consist of office-type uses.

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

R-1 zoning is suitable for this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change to C-O will not detrimentally affect nearby property. C-O uses are intended to serve the neighborhood and generally allow the least intense uses of the commercial zoning districts. They generally do not generate traffic, nuisances, or other detrimental effects to the same degree as those generated by uses in C-2 or C-3. Buffers will be required if the owner alters or fully redevelops the site.

DISCUSSION

The applicant is requesting a rezoning from R-1 to C-O. The C-O zoning district is intended to allow uses which service the area and are generally office in nature. This zoning is not inappropriate in this area, given the frontage along a collector street, as well as nearby legal non-conforming commercial uses, commercial zoning districts, and higher density residential zones and districts. Buffers will be required if the owner intends on altering the site.

Staff recommends approval of Case 029-21.

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.:
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: SETH DERMOTT & ANDY SOLOMON PHONE: 417-437-4261
ADDRESS: 424 N SERGEANT AVE. JOPLIN, MO ZIP: 64801

OWNER: SETH DERMOTT & ANDY SOLOMON PHONE: 417-437-4261
ADDRESS: 424 N SERGEANT AVE JOPLIN, MO ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 1827 & 1831 S WALL, JOPLIN, MO 64804

Present Zoning: COMMERCIAL & RESIDENTIAL Requested Zoning: COMMERCIAL Acreage: .28
Present Use of Property: VACANT BUILDING & VACANT LOT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	SINGLE FAMILY	R1
South	NOLAND AUTO TRIM SHOP	B1
East	SINGLE FAMILY	R1
West	SINGLE FAMILY	R1

Character of the Neighborhood: MOSTLY SINGLE FAMILY - THERE IS COMMERCIAL PROPERTY TO THE SOUTH & EAST. CHURCH IS TO THE WEST & AN APARTMENT BUILDING TO THE NORTH & WEST OF OUR PROPERTY.

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: THERE IS AN APARTMENT ON THE SECOND FLOOR. WE WOULD LIKE TO USE THE FIRST FLOOR AS POTENTIAL COMMERCIAL SPACE.

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: WALL AVE
2. Classification of Street(s):
   Arterial _____ Collector WALL AVE Local 19TH ST
3. Right-of-Way Width: _____
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: NONE

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

FANTASTIC OLD FIRE STATION THAT WOULD BE GREAT TO USE AS A COFFEE SHOP, DELI, OR WOOD FIRE PIZZA. WE WANT TO REJUVENATE THE AREA.

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

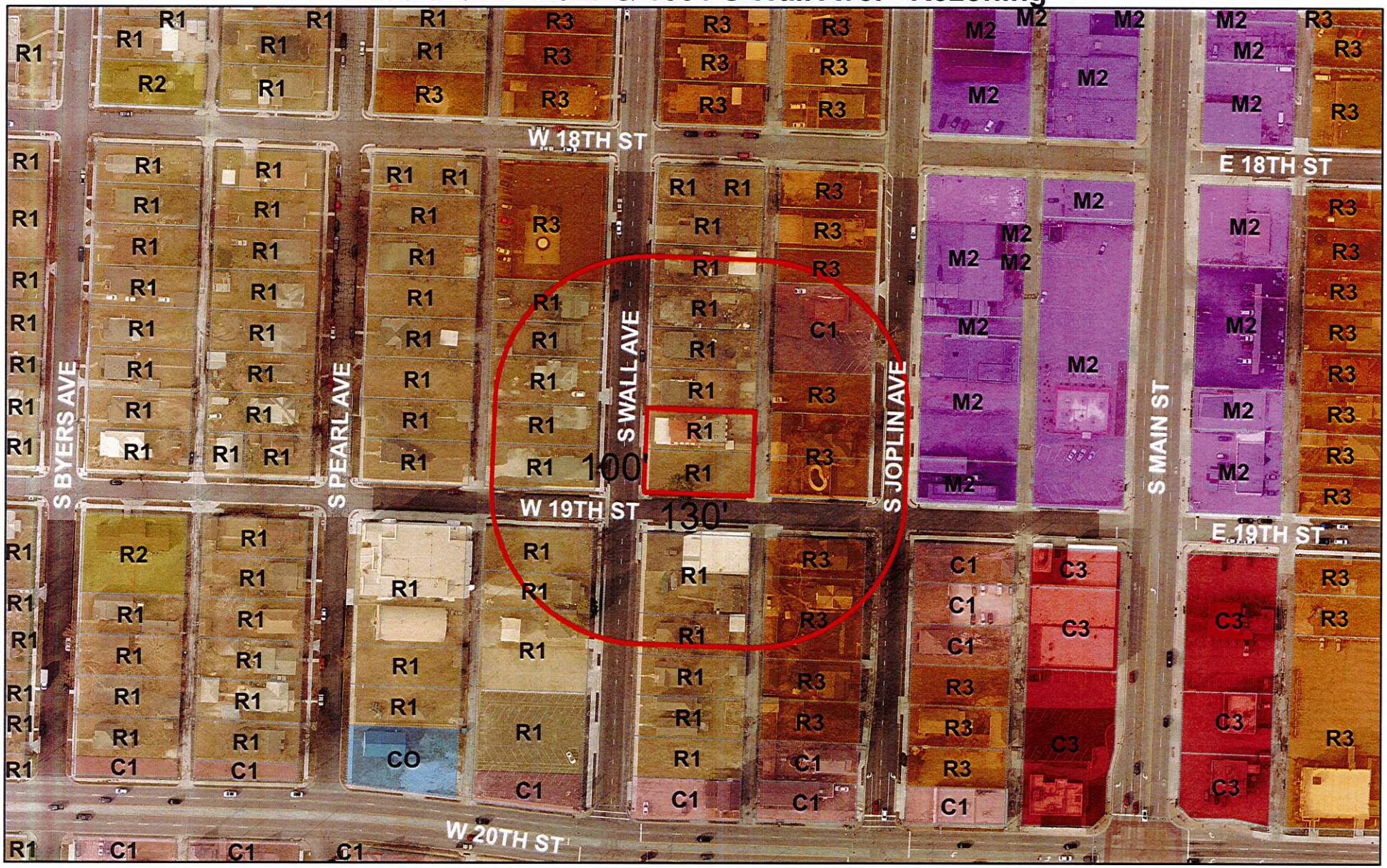
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed 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: 6/7/21

EMAIL: sdermott@kw.com

TITLE: _____

Case 029-21: 1827 & 1831 S Wall Ave. - Rezoning



Case 029-21: 1827 & 1831 S Wall Ave. - A request to remove from District R-1 (Single-family Residential) and include in District C-O (Non-retail Commercial) for future office and residential development – Seth Dermott and Andrew Solomon

P & Z Case 029-21
Seth Dermott & Andrew Solomon
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-273 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District C-O (Non-Retail Commercial) property as described below and located 1827 & 1831 S Wall 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 C-O:

All of Lots Numbered One Hundred Eight (108), One Hundred Nine (109) and One Hundred Ten (110) except the East 30 feet of Lot 110 for street and except all that part of Lots Numbered One Hundred Eight (108), One Hundred Nine (109), and One Hundred Ten (110) in Banker's Third Addition to the City of Joplin, Jasper County Missouri, according to the recorded plat thereof, described as follows: beginning at the Northeast Corner of said Lot 110, thence South 01 Degrees 58'22" West along the East line of said Lot 110, 209.58 feet, thence North 87 degrees 10'29" West 62.18 feet, thence North 25 degrees 49'38" West 20.95 feet, thence on and along a curve to the left having a radius of 69.40 feet a distance of 79.85 feet, thence south 88 degrees 07'03" west 257.57 feet, thence north 01 degrees 58'22" east 156.95 feet to the North line of said lots, thence East 395.06 feet to the point of beginning, and all that part of Lots numbered one hundred eight (108), one hundred nine (109) and One hundred ten (110) in Banker's Third Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, described as follows: beginning at the northeast corner of said lot 110, thence south 01 degrees 58'22" west along the east line of said lot 110, 209.58 feet, thence north 87 degrees 10'23" west 62.18 feet, thence north 25 degrees 49'38" west 20.35 feet, thence eon and along a curve to the left having a radius of 69.40 feet a distance of 79.85 feet, thence south 88 degrees 07'03" west 257.57 feet, thence north 01 degrees 58'22" east 156.95 feet to the north line of said lots, thence east 395.06 feet to the point of beginning, and together with an ingress and egress easement described as commencing at the northeast corner of said lot 110, thence South 01 degrees 58'22" west along the east line of said lot 110, 209.58 feet, thence north 87 degrees 10'29" west 20.00 feet, thence south 01 degrees 58'22" West 181.43 feet to the north line of 20th Street, thence east along said north line of 20th Street, 20.01 feet, thence north 01 degrees 58'22" east 180.45 feet to the point of beginning, being a part of lot numbered 110 in Banker's Third Addition to the City of Joplin, Jasper County, Missouri

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
Council Bill 2021-518 – Approving a budget amendment for FY 2021

MEETING DATE
July 19, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-518 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2020-2021 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is the explanation for the items in Schedule A:

- Amending the Police Department budget to replace four totaled squad vehicles in the amount of $234,350.00 and related equipment from the liability insurance fund in the amount of $225,490.00 less the insurance proceeds collected.
- Amending the CVB Fund budget to repair the damaged butterfly mural in the amount of $2,890.00 from the liability insurance fund.
- Amending the Sewer Fund budget to replace a flood damaged generator and wastewater sampler in the amount of $32,655.00 from the liability insurance fund.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $261,035.00 and increases expenditures by $530,930.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2021-518 **ORDINANCE NO.**

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.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2020-156 on October 19, 2020, which estimated revenues and appropriated funds for the fiscal year 2020-2021, and

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2020-2021 budgeted appropriations as adopted by Ordinance 2020-156 be amended by increasing revenues by the total amount of Two Hundred Sixty-One Thousand Thirty-Five Dollars and No Cents ($261,035.00) and by increasing appropriations by the total amount of Five Hundred Thirty Thousand Nine Hundred Thirty Dollars and No Cents ($530,930.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2020-2021 ADOPTED BUDGET
19-Jul-21

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Other Income	001-0000-450-0604	Insurance Claim Settlement	$	225,490	
	Police Patrol	001-5502-510-8210	Motor Vehicles			234,350
	Total General Fund			$	225,490	234,350
105	CVB Fund					
	Other Income	105-0000-450-0604	Insurance Claim Settlement	$	2,890	
	Special Programs	105-4080-560-4105	Property Repairs & Maintenance			2,890
	Total CVB Fund			$	2,890	2,890
415	Sewer Fund					
	Other Income	415-0000-450-0604	Insurance Claim Settlement	$	32,655	
	WW Treatment	415-4541-540-8220	Operating Equipment			32,655
	Total Sewer Fund			$	32,655	32,655
515	Liability Insurance					
				$	-	
	Liability Insurance	515-7501-500-5305	Judgments & Claims			261,035
	Total Liability Insurance Fund			$	-	261,035
	Grand Total			$	261,035	530,930

BID SUMMARY

PROJECT: Underground Storage Tank Closure

DATE OF BID OPENING: July 2, 2021 10:00 A.M.

Contractor	Bid
Engineer's Estimate	$79,000.00
Environmental Works	**$65,950.00**

COUNCIL BILL NO. 2021-606 ORDINANCE NO.

AN ORDINANCE approving an agreement with Environmental Works for construction and environmental services for underground storage tank closure; authorizing the City Manager to execute on behalf of the City and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and Environmental Works, in the amount of Sixty Five Thousand, Nine Hundred Fifty and 00/100 Dollars ($65,950.00) for construction and environmental services for underground storage tank closure at the Public Works Center (PWC), a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit A, is hereby approved.

Section 2. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid from the Garage Fund.

Section 3. That the City manager or his Designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 4. That the City hereby declares this Ordinance, being an ordinance dealing with a public improvement and environmental services, and the availability of equipment, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted.

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 2021-606

I hereby certify that a sufficient amount of funding is available in the Garage Fund for services called for in the referenced agreement.

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **Environmental Works** Address: 1455 E. Chestnut Expressway Springfield, MO 65802	
Attention: Lynden Lawson Assistant Director of Public Works - Operation		Attention: Matt Markum	
Department: **Public Works**		Phone: 417-890-9500	Fax:
Phone: 417-624-0820 x 1560	Fax: 417-625-4738		

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Underground Storage Tank (UST) Closure

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 300 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four and no/100 Dollars ($2,905,664.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-Nine and no/100 Dollars ($435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

3. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $65,950.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

4. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

5. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

8. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

12. Liability and Indemnity.

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

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

13. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

14. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

15. Contract Documents. The contract documents shall consist of the following:

- **a.** This Contract
- **b.** All Change Orders
- **c.** Bid Plans and Specifications
- **d.** Statement of Bidder's Qualifications
- **e.** Performance Bond
- **f.** Instructions to Bidders
- **g.** Non-collusion Affidavit

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to

perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of ORIGINAL CONTRACT AMOUNT WRITTEN OUT ($65,950.00) dollars, said amount being subject to any approved addenda or change order.

16. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

17. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

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

19. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

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

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

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

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

23. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

24. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

25. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

26. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

30. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

32. 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.

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-606
An agreement for the construction services of Underground Storage Tanks Closure at the Public Works Center (PWC).

MEETING DATE
July 19, 2021

ORIGINATING DEPARTMENT
Public Works - Operations

REVIEWED BY
Director of Public Works - David Hertzberg, Director of Finance - Leslie Haase, City Attorney - Peter Edwards, Dan Pekarek – Assistant Manager, City Manager – Nicholas Edwards

ATTACHMENTS
CB2021-606 Ordinance; Agreement with Environmental Works, Bid Summary.

SUMMARY
This Council Bill approves the issuance of an agreement with Environmental Works in the amount of $65,950.00 for construction and environmental services.

BACKGROUND
The City hired Environmental Works in 2015 to decommission the Unleaded Fuel tank located at the Public Works Center (PWC). Environmental Works finished that project for the City having developed a liaison with both Department of Natural Resources and the Missouri Petroleum Storage Tank Insurance Fund.
Council approved the contact with All-American Pride LLC. to install the Diesel Tanks, Fuel and DEF dispensers on July 6, 2021 and decommissioning the old diesel tanks are the second part of that component. The approval of the FY 2020-2021 Operating Budget provides for the Garage to replace the Diesel Fuel Dispensers and to decommission the two Diesel tanks on site.
In accordance with the COJ procurement policy, the City advertised for bids to perform this environmental service and decommission the two diesel tanks. Environmental Works was the only company that bid on this project.

FUNDING SOURCE
FY 2020-2021 budget of Garage.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing with public improvements, environmental services and the availability of the equipment, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-141
Authorizing the approval of the 2021 Public Transportation Agency Safety Plan (PTASP) update detailing the safety processes and procedures for the City of Joplin, MO, Metro Area Public Transit System (MAPS) & Sunshine Lamp Trolley. This plan utilizes existing agency safety practices and best practices to be implemented to meet the new regulation set in 49 CFR Part 673 of the federal guidelines.

MEETING DATE
July 19, 2021

ORIGINATING DEPT
Public Works/Transit

ATTACHMENTS
CB2021-141 Ordinance; Public Transit Agency Safety Plan (PTASP)

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

SUMMARY
The PTASP includes formal documentation to guide the agency in proactive safety management policy, safety risk management, safety assurance, and safety promotion. The goal is to provide management and labor with a comprehensive and collaborative approach to managing safety. The plan includes the process and schedule for an annual review of the plan to review the safety performance measures and update processes that may be needed to improve the organizations safety practices.

BACKGROUND
PTASP regulation implements a risk-based Safety Management System approach and requires recipients or subrecipients of financial assistance under FTA's Urbanized Area Formula Program, (49 U.S.C. Section 5307)(1) to establish and certify that they have an Agency Safety Plan in place that meets statutory requirements. Staff worked with MODOT throughout this pandemic to develop a PTASP that meets all the statutory requirements. The 2021 Public Transportation Agency Safety Plan (PTASP) update is the first annual update of the PTASP.

RECOMMENDATION
Staff recommends approval of Council Bill 2021-141 on first reading.

MAPS TRANSIT & SUNSHINE LAMP TROLLEY



PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Prepared: June 7, 2021
Approved: November 16, 2020
Certified: November 20, 2020

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1. Introduction

The following Public Transportation Agency Safety Plan (PTASP) details the safety processes and procedures for the City of Joplin Mo., Metro Area Public Transit System (MAPS) & Sunshine Lamp Trolley. This plan utilizes existing agency safety practices and best practices to be implemented to meet the new regulation set in 49 CFR Part 673 of the federal guidelines.

The PTASP includes formal documentation to guide the agency in proactive safety management policy, safety risk management, safety assurance, and safety promotion. The goal is to provide management and labor with a comprehensive and collaborative approach to managing safety. The plan includes the process and schedule for an annual review of the plan to review the safety performance measures and update processes that may be needed to improve the organization's safety practices.

Agency Background

The City of Joplin began operating a demand response transit system known as the Metro Area Public Transit System or (MAPS) in 1997. During the first year of service, MAPS provided 58,630 rides to residents within the Joplin Area Transportation Study Organization area. Demand for our service has increased dramatically over the years. We provided 67,735 rides in 2006 and in response, added the Sunshine Lamp Trolley in late 2007. The Sunshine Lamp Trolley is a system of three deviated fixed route buses. Riders can catch the trolley at a designated trolley stop or they can call the dispatch office to schedule a pick-up or drop-off within 3/4 mile from the trolley route.

The Sunshine Lamp Trolley service is provided weekdays from 7:00 a.m. to 6:00 p.m. and Saturdays from 9:00 a.m. to 4:00 p.m. Demand response service is provided weekdays from 6:15 a.m. to 5:15 p.m. and Saturdays from 8:30 a.m. to 3:30 p.m. There is no service on Sundays and holidays. The basic adult fare is $1.00 for Sunshine Lamp Trolley service. The fare for a trolley deviation is $2.00. Children under 12 ride Sunshine Lamp Trolley for free. The basic adult fare for MAPS demand response service is $4.00. The demand response fare for teens is $2.00 and the fare for children under 12 riding with an adult is $1.00. Reduced fares of $0.50 for Sunshine Lamp Trolley and $2.00 for demand response service are offered to persons over the age of 60, persons with disabilities, and Medicare card holders during all hours. Due to the national public health emergency, service on both the Sunshine Lamp Trolley and MAPS have been reduced and/or changed.

Both the Sunshine Lamp Trolley and MAPS service is operated with a fleet of 12 cutaway buses and one rubber tire trolley for service. The current peak requirement is for nine vehicles. Service is operated from adjacent facilities located at the City of Joplin Public Works Center.

2. Transit Agency Information

Transit Agency Name	City of Joplin, dba, MAPS Transit & Sunshine Lamp Trolley			
Transit Agency Address	123 S. Main Street, Joplin, MO 64801			
Name and Title of Accountable Executive	David Hertzberg, Director of Public Works			
Name of Chief Safety Officer or SMS Executive	Robert Lolley, Transportation Coordinator			
Mode(s) of Service Covered by This Plan	Deviated Fixed Route Demand Response	**FTA Funding Types**	Sections 5307 and 5339	
Mode(s) of Service Provided by the Transit Agency (Directly Operated or Contracted Service)	The City of Joplin directly operates deviated fixed-route bus service and demand response service.			
Does the agency provide transit services on behalf of another transit agency or entity	Yes ☒	No ☐	**Description of Arrangements**	Description of Arrangement(s): The City of Joplin operates demand response service inside of four cities within the MPO area for an agreed rate of $3 per ride
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	City of Webb City, PO Box 30, Webb City, MO 64870 City of Oronogo, 653 E. Central, Oronogo, MO 64855 City of Duenweg, 106 Webb St., Duenweg, MO 64841 City of Carterville, 1200 E. 1st St., Carterville, MO 64835			

3. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	City of Joplin, MAPS Transit & Sunshine Lamp Trolley	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
	David B Hertzberg	6/7/2021
Approval by the Board of Directors or an Equivalent Authority	Name of the Individual/Entity That Approved This Plan	Date of Approval
	Joplin City Council	
	Relevant Documentation (Title and Location)	
Certification of Compliance	Name of Individual/Entity That Certified This Plan	Date of Certification
	Missouri Department of Transportation	
	Relevant Documentation (Title and Location)	

Version Number and Updates

The complete history of successive versions of this plan.

Version Number	Section/Pages Affected	Reason for Change	Date Issued
1		New Document	11/16/2020
2	Safety Performance Targets	Annual Update	6/7/2021

Annual Review and Update of the Agency Safety Plan

The process and timeline for conducting an annual review and update of the ASP.

This plan shall be reviewed and updated by the Chief Safety Officer by July 1 of each year. The Accountable Executive will review and approve any changes, signing the new ASP, then forwarding to the Joplin City Council for review and approval.

4. Safety Performance Targets

Safety Performance Targets

The targets below are based on review of the previous five (5) years of MAPS & Sunshine Lamp Trolley safety performance data. All rate targets recorded here are per one hundred thousand vehicle revenue miles (VRM).

Mode of Transit Service	Fatalities (Total)	Fatalities (Rate)	Injuries (Total)	Injuries (Rate)	Safety Events (Total)	Safety Events (Rate)	System Reliability (Miles between Major Failures)
Deviated Fixed Route	0	0	1	0.8	9.2	9.0	37,500
Demand Response	0	0	3.4	1.7	5.6	2.8	33,333

Safety Performance Target Coordination

Coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.

The Accountable Executive shares the ASP, including safety performance targets, with the Metropolitan Planning Organization (MPO), Joplin Area Transportation Study Organization (JATSO), in the service area each year after its formal adoption by the Joplin City Council. The Transportation Coordinator also provides a copy of the formally adopted plan to the Missouri Department of Transportation (MODOT). City of Joplin personnel are available to coordinate with MoDOT and the MPO in the selection of MODOT and MPO safety performance targets upon request

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	MoDOT	
Targets Transmitted to the MPOs	MPO Name	Date Targets Transmitted
	Joplin Area Transportation Study Organization (JATSO)	

5. Safety Management Policy

Safety Management Policy Statement

Written statement of safety management policy, including safety objectives.

Safety is a core value at the City of Joplin, and managing safety is a core business function. We will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. The agency is committed to the following safety objectives:

- Communicating the purpose and benefits of the Safety Management System (SMS) to all staff, managers, supervisors, and employees.
- Providing a culture of open reporting of all safety concerns, ensuring that no action will be taken against any employee who discloses a safety concern through the agency's Employee Safety Reporting Program (ESRP), unless such disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
- Providing appropriate management involvement and the necessary resources to establish an effective ESRP that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the ESRP. (After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.)
- Establishing safety performance targets that are realistic, measurable, and data driven. Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

The City of Joplin is committed to providing a safe work environment for all employees and consistently maintaining its equipment at a state of good repair. The City's mission is to provide safe and reliable transportation services.

City of Joplin will use best practices and safety standards to achieve these safety goals.

Safety Management Policy Communication

How the safety management policy is communicated throughout the agency.

Copies of the Agency Safety Plan are made available to City of Joplin and Operation's staff. Key safety policies are posted in City of Joplin's common areas and Operation's common areas for both operations and maintenance staff. The City of Joplin will incorporate annual review and distribution of the Safety Management Policy Statement into new-hire training. Ongoing Operations safety meetings will be used to reinforce the safety policies for each employee as well as introduce the safety principles included in this plan.

Authorities, Accountabilities, and Responsibilities

The role of the following individuals for the development and management of the agency's Safety Management System (SMS).

Accountable Executive	The City of Joplin Director of Public Works, David Hertzberg, serves as the City of Joplin's Accountable Executive with the following authorities, accountabilities, and responsibilities under this plan: • Controlling and directing human and capital resources needed to develop and maintain the ASP and SMS. • Designating an adequately trained Chief Safety Officer who is a direct report. • Ensuring that the SMS is effectively implemented. • Ensuring that all safety policies and procedures are communicated consistently and clearly to the organization.

	• Maintaining responsibility for carrying out the Transit Asset Management Plan.
Chief Safety Officer or SMS Executive	The Transportation Coordinator, Robert Lolley, is designated by the Chief Safety Officer to carry out the following: • Developing and managing ASP and SMS policies and procedures, and keeping all policies and procedures up-to-date • Ensuring ongoing implementation and operation of the SMS • Overseeing the Employee Safety Reporting Program and ensuring that a robust line of safety-related communication is consistently maintained • Ensuring policies are consistent with safety objectives • Providing Safety Risk Management (SRM) expertise and support for other City of Joplin personnel who conduct and oversee Safety Assurance activities.
Agency Leadership and Executive Management	Aside from the Accountable Executive and Chief Safety Officer, the other executive manager with key safety-related responsibilities include: the Transit Driver Supervisor. The Accountable Executive designates the Transit Driver Supervisor with the following accountabilities and responsibilities: • Oversight of day-to-day operations and procedures related to the Safety Management System within each department • Modification of policies and procedures to be consistent with SMS principles and implementation, as necessary • Oversight of employee reporting program and ensuring a consistent line of communication between front line employees and management concerning safety
Key Staff	Key non-executive staff with significant safety responsibilities include: drivers, dispatchers, mechanics, and facility managers. While these employees have a diverse range of responsibilities, overarching shared safety-related responsibilities for this group include: • Reporting any identified safety concerns to management in a timely fashion • Assessing service vehicles and facilities for hazards and defects • Following and abiding by all policies and acting in accordance with the principles of the SMS • Participation in quarterly meetings to discuss safety issues involving hazard reports and mitigations.

Employee Safety Reporting Program

The process and protections for employees to report safety conditions to senior management, including the employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).

The Employee Safety Reporting Program (ESRP) encourages employees who identify safety concerns in their day-to-day duties to report them to management in good faith without fear of retribution. There are several ways employees can report safety conditions:

1. Employees can report conditions directly to the dispatcher, who will notify the Transit Driver Supervisor or Chief Safety Officer for investigation.
2. Employees can report conditions directly to the Transit Driver Supervisor or Chief Safety Officer for investigation.

3. Drivers can report conditions on their vehicle pre/post trip inspection slips. The Transit Driver Supervisor collects inspection slips daily.

When action is taken to address a concern identified by an employee report that results in changes in policies or procedures, employees will be notified by either:

- Verbal follow up with the employee who made the report (in the case of non-anonymous reports), or,
- Bulletins posted with details on the nature of the concern, the action taken by management to address the concern, and the date of the report

Employees that report safety concerns in good faith are protected from any retaliatory measures. However, City of Joplin may take disciplinary actions if the report contains any of the following employee activities:

- Willful participation in illegal activity, such as assault or theft;
- Gross negligence, such as knowingly utilizing heavy equipment for purposes other than intended such that people or property are put at risk; or,
- Deliberate or willful disregard of regulations or procedures, such as reporting to work under the influence of controlled substances.

6. Safety Risk Management

Safety Risk Management Process

The Safety Risk Management Process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associate with identified safety hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*

The agency has generally adopted a hybrid approach to Safety Risk Management where the Chief Safety Officer and designees share responsibility for managing safety hazards and risk throughout the organization.

It is a process whereby hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to the agency leadership. The process allows us to carefully examine what could cause harm and determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary. The Risk Manager leads the SRM process, working with the Safety Committee to identify hazards and consequences, assess safety risk of potential consequences, and mitigate safety risk. The results of the SRM process are documented in its Corrective Action Plan and referenced materials. The SRM process applies to all elements of our system including our operations and maintenance: facilities and vehicles; and personnel recruitment, training, and supervision. In carrying out the SRM process, the agency uses the following terms:

- **Event** – Any accident, incident, or occurrence.
- **Hazard** – Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure belonging to the agency; or damage to the environment.
- **Risk** – Composite of predicted severity and likelihood of the potential effect of a Hazard.
- **Risk Mitigation** – Method(s) to eliminate or reduce the effects of hazards.
- **Consequence** – An effect of a hazard involving injury, illness, death, or damage to agency's property or the environment.

Safety Hazard Identification

Quarterly facility inspections are one of the primary sources for identifying hazards within the agency's premises. The Chief Safety Officer will submit findings from these inspections to the Accountable Executive on an ongoing basis. Other important sources for identifying hazards include:

- Daily vehicle pre/post trip inspection reports
- Driver records
- Customer complaints and service requests
- Vehicle camera footage after accidents or incidents
- Employee reporting
- Maintenance reports
- Observations from supervisors

Safety Risk Assessment

Following the identification of safety hazards, assessment of risk is conducted on an ongoing basis by the Chief Safety Officer, in consultation with relevant managers throughout the organization. The following risk assessment matrices are used to guide discussions of risk assessments and set safety-related priorities.

A. Categorize Level of Severity

1. Catastrophic - may cause death
2. Critical - may cause severe illness, severe injury or major system loss
3. Marginal - may cause minor injury
4. Negligible - will not result in injury, illness or system damage

B. Categorize the Likelihood of Occurrence

1. Highly likely - frequent reoccurrence
2. Likely - expected occurrence
3. Unlikely - occurrence not expected

Safety Risk Mitigation

Once the risk of a safety hazard is identified, mitigation strategies that align with the severity and likelihood of the safety problem are determined by the Chief Safety Officer or Transit Driver Supervisor. Any hazards that pose an immediate risk to operating safety are addressed immediately. For safety risk interventions that require larger capital expenditures to address structural issues, the Chief Safety Officer will consult with the Accountable Executive to ensure that funds can be used effectively to address the safety hazard at hand.

7. Safety Assurance

Safety Performance Monitoring and Measurement

Activities to monitor the system for compliance with procedures for operations and maintenance.

City of Joplin uses the following procedures for ongoing monitoring of safety procedures to ensure compliance with organizational policies:

- Quarterly safety meetings with each operation to discuss any updates or concerns to safety policies and procedures
- Ongoing informal inspections of vehicles and facilities
- Daily logs of operations and maintenance reviewed
- Quarterly reports on safety performance, including incidents and accidents, are filed and reviewed by the Chief Safety Officer and Accountable Executive
- Assessments of safety and facility conditions conducted by the city's insurance providers

Activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implement as intended.

The City of Joplin monitors safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The Chief Safety Officer or designee share responsibility for ensuring that mitigation strategies are effective and appropriate on a continuous basis. The agency has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits,
- Informal inspections,
- Regular review of onboard camera footage to investigate specific incidents,
- Customer complaints
- Risk-Damage Incident Notification Reports
- Investigation of safety occurrences,
- Daily pre/post trip inspection sheets
- Regular vehicle inspections and preventative maintenance,
- Safety review prior to the launch or modification of any facet of service.

Implemented safety risk mitigations are frequently reviewed at scheduled safety and managerial meetings. If a mitigation is not working as intended, the Chief Safety Officer will propose improvements to the identified mitigation or propose an alternative mitigation strategy altogether. The Chief Safety Officer will approve or modify this proposed course of action and ensure its execution, in consultation with the Accountable Executive.

Monitoring methods for safety risk mitigations include:

- Reviewing results from accident, incident, and occurrence investigations, and utilizing the accident/incident database to monitor trends over time
- Monitoring employee safety reporting to determine if complaints persist after implementation of a mitigation strategy
- Reviewing results of internal safety audits and inspections
- Analyzing operational and safety data to identify emerging safety concerns.
- Job Performance Observations

Activities to conduct investigations of safety events, including the identification of casual factors.

Employees inform their supervisor immediately following any accident or incident. Supervisors will prepare a detailed Risk-Damage Incident Notification Report form or an Employee Incident Report using camera footage, police reports, and witness statements, which will be delivered to the Chief Safety Officer and City of Joplin Human Resource/Risk Management Department. The report specifies the root cause of the incident along with a determination of preventability, pursuant to the city's preventability guidelines.

The City of Joplin maintains documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event (see Risk-Damage Incident Notification Report and Employee Incident Report for specific procedures for conducting safety investigations). The Transit Driver Supervisor and City of Joplin Human Resource/Risk Management Department maintains all documentation of the agency's investigation policies, processes, forms, checklists, activities, and results. Agency leadership reviews the Risk-Damage Incident Notification and Employee Incident Reports and determines whether:

- The accident was preventable or non-preventable
- Personnel require discipline or retraining
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event
- The accident appears to involve underlying organizational factors beyond just individual employee behavior.

Activities to monitor information reported through internal safety reporting programs.

Management is responsible for ongoing monitoring and documentation of all employee safety reports. The Chief Safety Officer and the Accountable Executive will meet on a periodic basis to review all active safety reports and ensure that all reports have been thoroughly documented, assessed, and mitigated. The City of Joplin Risk Manager and Safety Committee routinely review safety data captured in Risk-Damage Incident Notification Reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Risk Manager and Safety Committee ensure that the concerns are investigated or analyzed through the City of Joplin's SRM process. The Risk Manager also participates in internal and external reviews, including audits and assessments, with findings concerning the agency's safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

8. Safety Promotion

Competencies and Training

Safety training program for all agency employees and contractors directly responsible for safety.

Required safety trainings for operators include:

- MAP-21 required trainings
  - Defensive Driving
  - Accessible Lift and Passenger Securement
  - Disability Awareness
  - First Aid
  - Substance Abuse Awareness Training
- Passenger sensitivity training
- Traffic regulations
- Accident prevention
- Basic driving maneuvers
- Wheelchair Securement/Lift Training
- Railroad Crossings

Required safety trainings for maintenance staff include:

- Right to Know
- Hoisting and Lifting
- Hazard Communication
- Bloodborne Pathogen
- Viral Control and Vehicle Cleaning

Required for operation of City of Joplin support vehicles/staff include:

- Traffic regulations
- Accident prevention
- Basic driving maneuvers
- Right to Know
- Hazard Communication

Safety Communication

Processes and activities to communicate safety and safety performance information throughout the organization.

Information regarding safety policies, procedures, and performance is communicated to operations staff through a variety of channels, including:

- Frequent postings on the bulletin boards
- Frequent distribution of memos to all staff and review of important safety policies and procedures
- Quarterly safety meetings at both the deviated fixed route and demand response operations where major safety policy and procedure updates are discussed, and in which minutes are recorded and made available to participants

In addition to the safety communication methods listed above, the employee handbook covers safety-related responsibilities and requirements for employees, and stresses the agency's open-door policy and the responsibility of all employees to continuously report unsafe conditions.

9. Additional Information

Supporting Documentation

Include or reference documentation used to implement and carry out the ASP that are not included elsewhere in this plan.

The City of Joplin will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this ASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or oversight entity upon request.

City of Joplin Supporting Documentation include:

- City of Joplin Employee Handbook
- MAPS Transit & the Sunshine Lamp Trolley Driver's Manual
- Transit Department Driver Training Materials
- Risk-Damage Incident Notification Reports
- Employee Incident Reports

FTA Supporting Documentation used to develop this PTASP include:

- FTA's PTASP Website
  http://www.transit.dot.gov/PTASP
- PTASP Technical Assistance Center
  http://www.transit.dot.gov/PTASP-TAC
- PTASP Checklist for Bus Transit
  ASP-Checklist-for bus-202003-v2.pdf
- Public Transportation Agency Safety Plan (PTASP) Notice of Enforcement Discretion
  PTASP-Notice-of-Enforcement-Discretion-Final-With-Signature.pdf
- Sample Safety Risk Assessment Matrices for Bus Transit Agencies
  Sample-safety-risk-assessment-matrices-bus-transit-agencies.pdf
- Sample Hazard Classification System
  Sample-hazard-classification-system.pdf

10. Definitions of Special Terms Used in the ASP

Term	Definition
Accident	**Accident** means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Accountable Executive	**Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
Equivalent Authority	**Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or sub recipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or sub recipient's Public Transportation Agency Safety Plan.
Event	**Event** means any Accident, Incident, or Occurrence.
Hazard	**Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Incident	**Incident** means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
Investigation	**Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
National Public Transportation Safety Plan	**National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
Investigation	**Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
Major Mechanical Failures	**Major Mechanical Failures** means failures caused by vehicle malfunctions or subpar vehicle condition which requires that it be pulled from service.
Operator of a Public Transportation System	**Operator of a Public Transportation System** means a provider of public transportation as defined under 49 U.S.C. 5302.
Performance Target	**Performance Target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

Term	Definition
Public Transportation Agency Safety Plan (or Agency Safety Plan)	**Public Transportation Agency Safety Plan (or Agency Safety Plan)** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
Risk	**Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.
Risk Mitigation	**Risk Mitigation** means a method or methods to eliminate or reduce the effects of hazards.
Safety Assurance	**Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Management Policy	**Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
Safety Management System	**Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
Safety Objective	**Safety Objective** means a general goal or desired outcome related to safety.
Safety Performance	**Safety Performance** means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.
Safety Performance Measure	**Safety Performance Measure** is an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
Safety Performance Monitoring	**Safety performance Monitoring** means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and safety performance targets.
Safety Performance Target	**Safety performance Target** means a performance target related to safety management activities.
Safety Promotion	**Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
Safety Risk	**Safety Risk** means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.
Safety Risk Assessment	**Safety Risk Assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
Safety Risk Management	**Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

Term	Definition
Safety Risk Mitigation	**Safety Risk Mitigation** means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.
Safety Risk Probability	**Safety Risk Probability** means the likelihood that a consequence might occur, taking as reference the worst foreseeable–but credible–condition.
Safety Risk Severity	**Safety Risk Severity** means the anticipated effects of a consequence, should it materialize, taking as reference the worst foreseeable–but credible–condition.
Serious Injury	**Serious Injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.
State of Good Repair	**State of Good Repair** means the condition in which a capital asset is able to operate at a full level of performance.
System Reliability	**System Reliability** means the distance between major mechanical failures by mode.
Transit Agency	**Transit Agency** means an operator of a public transportation system.
Transit Asset Management Plan	**Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.
Vehicle Revenue Miles (VRM)	**Vehicle Revenue Miles (VRM)** means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include: • Layover / recovery time. Exclude: • Deadhead; • Operator training; • Vehicle maintenance testing; and • School bus and charter services.

11. List of Acronyms Used in the ASP

Acronym	Word or Phrase
ASP	Agency Safety Plan
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
JATSO	Joplin Area Transit Study Organization
MAPS	Metro Area Public Transit System
MAP-21	Moving Ahead for Progress in the 21st Century Act
MODOT	Missouri Department of Transportation
MPO	Metropolitan Planning Organization
PTASP	Public Transit Agency Safety Plan
Section 5329	Public Transportation Safety Program, 49 U.S.C. 5329
SMS	Safety Management System
SRM	Safety Risk Management
U.S.C.	United States Code
VRM	Vehicle Revenue Miles

COUNCIL BILL NO. 2021-141 ORDINANCE NO.

AN ORDINANCE authorizing the approval of the 2021 Public Transportation Agency Safety Plan (PTASP) update detailing the safety processes and procedures for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley. This plan utilizes existing agency safety practices and Federal Transit Administration best practices to meet the regulations set in 49 CFR Part 673.

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

Section 1. That the City of Joplin, Missouri, hereby approves the Public Transportation Agency Safety Plan (PTASP) update detailing the safety processes and procedures for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley (Exhibit A).

Section 2. That the City of Joplin, Missouri, understands that the Public Transportation Agency Safety Plan (PTASP) will be updated and approved on an annual basis, approving this on First reading.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2021, by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-144 Work Authorization OLS-OC21-08 with Olsson for Construction Phase Professional Engineering Services for the 32nd St. Widening Project from Shifferdecker Ave. to Central City Road

MEETING DATE
July 19, 2021

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2021-144; Work Authorization; Location Map

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

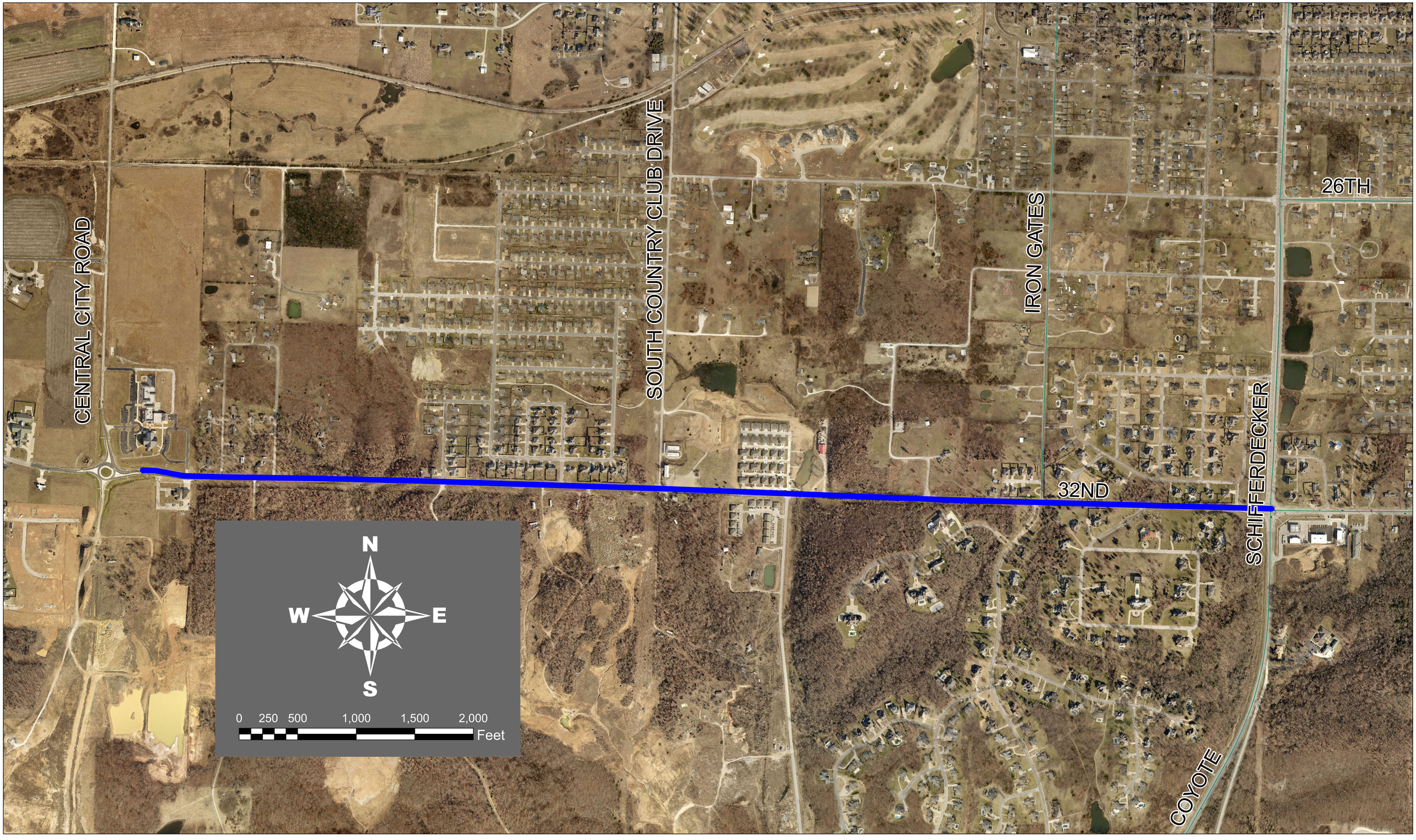
SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Olsson in the not to exceed amount of Five Hundred Twenty Thousand and 00/100 dollars ($520,000.00) for construction phase professional engineering services for the 32nd Street Widening Project.

BACKGROUND
In August 2014 the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of 32nd Street from Schifferdecker to Central City Road. In September 2015, the City entered into an agreement with Olsson to provide design services for this project, and in July 2019 and May 2020 the City entered into additional agreements with Olsson to provide Right of Way Negotiation Services and Appraisal Services. The project consists of full depth reconstruction and widening of 32nd St. to a 3-lane roadway with curb and gutter, including a dual-use sidewalk/bike trail on the north side of the roadway. This work authorization for construction phase engineering services includes materials testing, construction observation, and construction administration services. City of Joplin inspection staff will assist with the construction observation of this project when available. City staff has reviewed the fees submitted by Olsson for the construction phase engineering services and found them to be within industry standards.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of Council Bill 2021-144, Work Authorization OLS-OC21- 08 with Olsson for Construction Phase Professional Engineering Services for the 32nd St. Widening Project from Shifferdecker Ave. to Central City Road in the not to exceed amount of Five Hundred Twenty Thousand and 00/100 dollars ($520,000.00) on first reading.

32nd STREET WIDENING



COUNCIL BILL NO. 2021-144 ORDINANCE NO.

AN ORDINANCE approving Work Authorization OLS-OC-21-08 With Olsson in the not to exceed amount of Five Hundred Twenty Thousand and 00/100 dollars ($520,000.00) for construction phase professional engineering services for the 32nd St. Widening project from Schifferdecker Ave. to Central City Road and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Work Authorization OLS-OC21-08 with Olsson in the not to exceed amount of Five Hundred Twenty Thousand and 00/100 dollars ($520,000.00) for construction phase professional engineering services for the 32nd St. Widening project from Schifferdecker Ave. to Central City Road, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Olsson.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Capital Improvement Sales Tax fund.

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

ATTEST: Ryan D. Stanley, Mayor

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S. Main Joplin, MO 64801	
Attention: David Hertzberg		Attention: Clayton Cristy Jack Schaller	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax:	32nd Street Construction Phase Services	

WORK AUTHORIZATION NUMBER OLS-OC21-08
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-OC21-08 exceed the sum of Five Hundred Twenty Thousand Dollars ($ 520,000.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

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

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

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation….Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson

By: _____

Printed Name: Ron Mersch

Title: Region Leader

Date: 07/13/21

By: _____

Printed Name: Clayton Cristy, PE

Title: Vice President

Date: 07/13/21

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A
CLARIFICATION OF SERVICES

32nd Street Improvements
Schifferdecker to Central City Road

The following Clarification of Services, Assumptions, and Exclusions further define the Engineering Services Agreement (Revision Date 9/11/2019)
Section A1.08 Construction Phase (Only)
For the above reference project.

Work Authorization Number:
32nd Street Construction Phase Services

A. PROJECT DEFINITION: 32nd Street Improvements (Schifferdecker to Central City Road)

The project involves construction phase services related to improvements to 32nd Street from Schifferdecker to Central City Road including the following:

- Construction Observation;
- Construction Administration;
- Materials Testing.
- Construction Utility Coordination;

B. CLARIFICATION OF SERVICES

1. **Surveying Services:** Olsson shall perform surveying services to monitor and document settlement of fill. This shall consist of performing a level loop survey weekly for 12 weeks for settlement plates.

2. Construction Special Testing Services: Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated February 15, 2021. Olsson will provide quality assurance testing which shall include:

Laboratory Testing

4 soil proctors
4 Atterbergs
4 P-200
4 Base proctors
4 Base gradations
18 Aggr. plant samples
25 BP Asphalt Tests
1000
Concrete Cylinders

3. Construction Phase Services

Olsson shall provide the following services:

a. Prepare the pre-construction report
b. Prepare the Notice to Proceed
c. City shall review payroll

PROJECT ASSUMPTIONS

1. Fees can be shifted between phases and tasks.
2. The City will issue notice to proceed after City Council Approval.
3. Utility relocation shall be completed by the respective utility company with the exception of water.
4. The land disturbance permit and SWPPP will be handled under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.
5. It is assumed that 12 pay requests will be processed.
6. It is assumed that there will be a winter shutdown from October 31st to March 1st each year. This period would require minimal if any construction phase services.
7. Construction phase services for this agreement shall be limited to 12 months. The total contract time is approximately 22 months.
8. Change orders shall be considered additional services beyond an included fee of $10,000.
9. RFI responses shall be considered additional services beyond an included fee of $10,000.
10. Evaluation of or Equal items shall be considered additional services beyond an included fee of $3000.
11. Progress meetings shall be held every 2 weeks for 26 meetings.
12. It is anticipated that a project engineer will be on-site for 6 hours per week for 52 weeks.
13. Construction observations:
    a. We have estimated that these projects will require the utilization of construction observation and materials testing personnel over a 12 month time period. Should the projects be timed in a manner requiring the Olsson to provide observation and testing personnel for more than 16 months, a supplemental agreement will be required.
    b. Fees are based on one construction observer 40 hours per week for 52 weeks. Overtime could require a supplemental agreement.

c. Construction Testing Services:

The testing services will be performed by the on-site construction observation personnel listed in construction observation. There will be times when City staff will need to be on-site to observe construction while testing is being performed.

TOTAL FEES (NOT TO EXCEED) $520,000.00

C. EXCLUSIONS

1. Right-of-Way monumentation

2. As-built surveys
3. Payroll review
7. All services not specifically listed are assumed to be excluded.

MAN-HOUR ESTIMATE - 32ND STREET CONSTRUCTION PHASE SERVICES

Phase No.	Description of Work Items / Tasks	LABOR HOURS													EXPENSES												Total Man-Hours	Total Labor Fee	Total Expense Fee	Grand Total Fee	
		Project Manager	Senior Engineer	Project Engineer	Design Associate	Surveyor	2 Person Survey Crew	Const. Services Project Manager	Const. Services Technician	Materials Testing Technician	Admin Specialist	CJW Principal	CJW Senior Engineer	CJW Design Associate	Travel, mile (Car)	Travel, mile (Survey Vehicle/ Truck)	Soil Proctor	Atterbergs	P-200	Base Rock Proctor	Gradation	Aggregate Samples	Asphalt Test Set	Concrete Cylinders	Plan Sets						
		$ 215.00	$ 185.00	$ 135.00	$ 115.00	$ 140.00	$ 160.00	$ 130.00	$ 85.00	$ 85.00	$ 85.00	$ 174.00	$ 154.00	$ 135.00	$ 0.58	$ 0.75	$ 165	$ 100	$ 70	$ 165	$ 150	$ 470	$ 340	$ 19	$ 600						
100	**Project Management**																														
	1.1 Overall Project Management (2 Hr/Wk @ 52 Wks)	120				24						16															*160*	*$ 31,944.00*	*$ -*	**$ 31,944.00**	
																															$ 31,944.00
200	**Geotechnical Construction Admin (Additional Services)**																														
	2.1 Geotechnical Services (Settlement Plates, Soft Soils)		24													500											*24*	*$ 4,440.00*	*$ 375.00*	**$ 4,815.00**	
																															$ 4,815.00
300	**Construction Survey Services**																														
	3.1 Settlement Plate Monitoring (12 Weeks / 1 Day per Week)					12	96		12							360											*120*	*$ 18,060.00*	*$ 270.00*	**$ 18,330.00**	
																															$ 18,330.00
400	**Utility Coordination**																														
	4.1 Utility Review Meetings / Coordination	24		16								4	4														*48*	*$ 8,632.00*	*$ -*	**$ 8,632.00**	
																															$ 8,632.00
500	**Construction Administration (Engineering)**																														
	5.1 Attend Pre-Construction Conference	4		4							8	6	6		200										12		*28*	*$ 4,048.00*	*$ 7,316.00*	**$ 11,364.00**	
	5.2 Review Shop Drawings - Traffic Signal / Traffic Items		4	8	8																						*20*	*$ 2,740.00*	*$ -*	**$ 2,740.00**	
	5.3 Review Shop Drawings - Retaining Wall		20	10											250												*30*	*$ 5,050.00*	*$ 145.00*	**$ 5,195.00**	
	5.4 Review Shop Drawings - Storm Sewer		12	16	24								8	16													*76*	*$ 10,532.00*	*$ -*	**$ 10,532.00**	
	5.5 Review Shop Drawings - Erosion Control		4	8									4	4													*20*	*$ 2,976.00*	*$ -*	**$ 2,976.00**	
	5.6 Review Shop Drawings - Pavement/Materials		4		16								0	0													*20*	*$ 2,580.00*	*$ -*	**$ 2,580.00**	
	5.7 Prepare Change Orders	12		16	16							4	8	8													*64*	*$ 9,588.00*	*$ -*	**$ 9,588.00**	
N/A	*5.8 Review Certified Payrolls, etc. (by CITY OF JOPLIN)*																										*0*	*$ -*	*$ -*	**$ -**	
	5.9 Answer RFI (Structural, Storm, Traffic, General)	4	8	16	16								12	12													*68*	*$ 9,808.00*	*$ -*	**$ 9,808.00**	
	5.1 Attend Bi-Weekly Meetings, 12 Months (26 Meetings)	52			52						52		18	18	750												*192*	*$ 26,782.00*	*$ 435.00*	**$ 27,217.00**	
	5.11 Review and Certify Pay Requests (12 Pay requests)	36		36	60						30		16	16													*194*	*$ 26,674.00*	*$ -*	**$ 26,674.00**	
	5.12 Prepare Plan Revisions (Additional Services)																										*0*	*$ -*	*$ -*	**$ -**	
	5.13 Evaluate Substitute "Or Equal" Bids	4			8								4	4													*20*	*$ 2,936.00*	*$ -*	**$ 2,936.00**	
	5.14 Engineer Site Visits (1 visit per week, 12 months)	320													1920												*320*	*$ 68,800.00*	*$ 1,113.60*	**$ 69,913.60**	
	(Not Full Project Length due to winter shutdowns)																														***$ 181,523.60***
600	**Construction Observation**																														
	6.1 Observation Project Management							200								750											*200*	*$ 26,000.00*	*$ 562.50*	**$ 26,562.50**	
	6.2 Onsite Construction Observation (40 Hrs/Wk @ 52 Wks)								2080							8000											*2080*	*$ 176,800.00*	*$ 6,000.00*	**$ 182,800.00**	
																															$ 209,362.50
700	**Materials Testing**																														
	7.1 Materials Testing Project Management							200								750											*200*	*$ 26,000.00*	*$ 562.50*	**$ 26,562.50**	
	7.2 Materials Testing															0	4	4	4	4	4	18	25	1000			*0*	*$ -*	*$ 38,560.00*	**$ 38,560.00**	
																															$ 65,122.50
	Total Manhours / Units	576	76	130	200	36	96	400	2092	0	90	30	80	78	3120	10360	4	4	4	4	4	18	25	1000	12		*3884*	*$ 464,390.00*	*$ 55,339.60*	**$ 519,729.60**	
	Total Labor / Expenses	$ 123,840	$ 14,060	$ 17,550	$ 23,000	$ 5,040	$ 15,360	$ 52,000	$ 177,820	$ -	$ 7,650	$ 5,220	$ 12,320	$ 10,530	$ 1,810	$ 7,770	$ 660	$ 400	$ 280	$ 660	$ 600	$ 8,460	$ 8,500	$ 19,000	$ 7,200		*3884*	*$ 464,390.00*	*$ 55,339.60*	**$ 519,729.60**	