JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, AUGUST 2, 2021
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Parks & Stormwater Sales Tax Renewal/Mike Seibert, Citizens Committee Chair
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Health Department Update
   2. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Dan McCreary Requested To Speak On Short Term Rentals
   2. Sharon Wiggins-Alexander Requested To Speak On Budget And Grants Availability (Incentive Ideas) For Neighborhood Clean-Up.
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. RESOLUTION NO. 2021-013
      A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a short-term rental located at 3001 Sunset Drive, in the City of Joplin, Jasper County, Missouri.

Documents:

RS 2021-013 MINUTES.PDF
RS 2021-013 STAFF REPORT.PDF
RS 2021-013 SUMMARY.PDF
RS 2021-013.PDF

3. COUNCIL BILL NO. 2021-275
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-4 (Townhouse) property as described below and located the end of Public Right-of-way of W. Par Lane.

Documents:

CB 2021-275 MINUTES.PDF
CB 2021-275 STAFF REPORT.PDF
CB 2021-275 SUMMARY.PDF
CB 2021-275.PDF

8. Consent Agenda

1. Minutes Of The July 19, 2021 City Council Meeting (Draft)

Documents:

DRAFT CC MINS.JULY 19, 2021.PDF

2. 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:

CB2021-141.PDF

3. 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.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2021-145
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Southwest Missouri Traffic Management Inc., in the amount of Two Hundred Twenty-Five Thousand Two Hundred Thirty and 00/100 Dollars ($225,230.00) for construction of the 10th and Main Culvert Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

BID SUMMARY.PDF
LOCATION MAP.PDF
AGREEMENT.PDF
10TH AND MAIN SUMMARY SHEET.PDF
10TH AND MAIN CB (1).PDF

2. COUNCIL BILL NO. 2021-607
AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software, as approved in 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:

2021-607 SUMMARY SHEET.PDF
CB2021-607.PDF
2021MS_EA_RENEWAL.PDF

11. **Ordinances - First Reading**

1. COUNCIL BILL NO. 2021-007
AN ORDINANCE authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Integrated Roadways, LLC, a Missouri limited liability company, for the purpose of developing a smart infrastructure program; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin.

Documents:

CB2021-007 INTEGRATED ROADWAYS SUMMARY AND AGREEMENT-

07232021143020.PDF

2. COUNCIL BILL NO. 2021-008
Council Bill 2021-008: authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an Agreement with Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin.

Documents:

CB2021-008 BIRD RIDES-SUMMARY AND AGREEMENT-07232021141222.PDF

3. COUNCIL BILL NO. 2021-146
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seventy Thousand and 00/100 Dollars ($70,000.00) for the Shoal Creek WWTF Drying Bed Covers Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-146 WORK AUTHORIZATION_SHOAL CREEK WWTF DRYING BED COVERS OC AMA-21-012.PDF
CB2021-146 ORDINANCE SHOAL CREEK WWTF DRYING BED COVERS.PDF
CB2021-146 SUMMARY SHEET_SHOAL CREEK WWTF DRYING BED COVERS.PDF

4. COUNCIL BILL NO. 2021-276
AN ORDINANCE establishing grades and accepting the Final Plat of Lou and Odes Acres Subdivision located at the Southwest corner of the intersection of W. 26th St. and S. Winfield Ave.

Documents:

CB 2021-276 MINUTES.PDF
CB 2021-276 PLAT.PDF
CB 2021-276 STAFF REPORT.PDF
CB 2021-276 SUMMARY.PDF
CB 2021-276.ORDINANCE.PDF

12. Ordinances - Second Reading And Third Reading

1. 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:

CB2021-277.PDF

13. **Unfinished Business**

14. **New Business**

    1. Set Public Hearing For FY2022 Proposed Budget For August 16, 2021
    2. Set Public Hearing For Property Tax Levy For August 16, 2021
    3. 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 12:00 p.m. on this the 29th day of July 2021 (RSMo 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.

RS 2021-013

Case 032-21: 3001 Sunset Dr. – A request for a Special Use Permit (1st Request) for the operation of a short-term rental – Lauren Peterson

Lauren Peterson, 3001 Sunset Drive, Joplin, MO., and the homeowner. The past three (3) years she has been running an Air B&B in the basement of her home. The home is three stories, and the basement is fully finished. The basement has a kitchenette, 2 bedrooms and some free space. The family was not getting much use out of the basement. In July 2018 started renting out the basement through Air B&B. Ms. Peterson lives at the residence with four (4) children and is a single mother. The Air B&B requires certain credentials, which I have listed on my application and, I can request additional information for the applicants that apply. She is not aware of any issues with one exception. About a year and half ago, the neighbor that lives to the southwest had asked if her clients could not park on the east side of the street. She was concerned because where they were parking was outside of her daughter's bedroom window and asked that no one park there. Ms. Peterson stated that to her knowledge no one has parked there since. That is the only complaint I have ever heard about. She has heard that people say in the neighborhood that the neighborhood is owner based. There is a house down the street that is a rental, she told me that herself. She has heard about too many cars, typically there is only one extra car at my house.

Mr. Eastman asked if any of the Commissioners had questions for Ms. Peterson.

Mr. Kimble wanted to know if the space that was being rented is only rented to one person or one family at a time?
Ms. Peterson stated that is either one person at a time or one group of people at a time and does not rent out the rooms separately. The people that stay in the Air B&B, for example, the people that is staying there now is a physician starting a new job that works for Freeman Hospital, just moving here and his house is not ready to move in. So, it is him, his wife and his two-year-old is staying in the basement until his home is ready. The people that stay are people in town visiting family, they are here working, or passing through on I-44. Traveling nurses, people from the medical school also stay there.

Mr. Eastman asked if there were any other questions?

Ms. Phillips had a question for Keegan Stanton. Is there a requirement that there be a separate entrance?

Mr. Stanton stated that there was not. This would be an accessory use to a single-family home.

Ms. Phillips asked Ms. Peterson if they had their own entrance and Ms. Peterson stated they did.

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

Gary Ivy, 3101 Sunset Drive, Joplin, MO. He lives directly to the West of Ms. Peterson. He has not had any issues with the Air B&B guests. If there are complaints of parking in the street, the

folks that are complaining are actually parking in the street themselves. We are the only neighbors that Ms. Peterson has, and for the record she has great neighbors.

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

Chuck Brown, 3018 Sunset Drive West, Joplin, MO. He is the President and representing the Sunset Ridge Homeowners Association. The Board has taken a vote and wish to express opposition to the request. We do this primarily to the location and the traffic. The house in question is right at the entrance. The Homeowners Association has received several inquiries in the property being used as an Air B&B.

Mr. Eastman asked if any Commissioners had any questions for Mr. Brown?

Mr. Kimble wanted to know if there is anything in the Homeowners Association contract that states Air B&B are against policy?

Mr. Brown stated not specifically. The Association Rules and Regulations prohibit the use of properties for commercial purposes. The problem is you have several cars coming and going and it is a short-term rental not a year or two.

Ms. Phillips has a question for Mr. Stanton. If she remembered correctly, the City of Joplin does not recognize Homeowner Association agreements.

Mr. Stanton stated the City does not have jurisdiction to enforce subdivision rules and regulations, just City Code.

Mr. Eastman asked if anyone else would like to speak in opposition of this case?

Bryan Goodace, 3401 Sunset Drive, Joplin, MO, also on the Homeowners Association Board. There are concerns of short-term stay and in our covenants not specifically but verbiage of the commercial uses of residence.

Dr. Matt Spencer, 3003 Schifferdecker, Joplin, MO, which is across the street from Ms. Peterson. He would like to interject into the conversation is that Sunset Ridge was designed as a single-family home development. It seems like the homeowner is now absent from that home. They are no longer the resident of that home and renting it in a commercial status.

Ms. Peterson stated that she lives in her home all the time with her four children.

MR. KIMBLE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 032-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTTION CARRIED, WITH MR. EASTMAN, 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
Special Use Permit

CASE 032-21 A request for a Special Use Permit for the operation of a short-term rental.

LOCATION 3001 Sunset Dr.

APPLICANT Lauren Peterson

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-family Home	Approximately 0.9 Acres

SITE CONTEXT

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Sunset Dr.	Local	50'

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

No.

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

FLOOD PLAIN N/A

STAFF ANALYSIS

DISCUSSION

The applicant is requesting a Special Use Permit for the first time with this application for the operation of short-term rental, colloquially referred to as an Airbnb. The facility provides 2 off-street parking spaces and employs 0 assistants or employees other than the homeowner.

CONDITIONS

1. This Special Use Permit is issued to Lauren Peterson for the operation of a short-term rental at 3001 Sunset Dr.
2. The permit shall be valid for 2 years upon approval, being eligible for renewal in July 2023.
3. Off street parking for at least two (2) vehicles shall be provided.
4. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of the City of Joplin.

SPECIAL USE PERMIT APPLICATION

Return Form to:
Office of the Planning/Community Development Manager
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.: 032-21
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 7-12-21

APPLICANT: Lauren Peterson PHONE: 417-483-5465
ADDRESS: 3001 Sunset Dr. - Joplin EMAIL: laurenstandlee@gmail.com
OWNER: Lauren Peterson PHONE: same
ADDRESS: same EMAIL: same
LOCATION/ADDRESS OF PROPERTY: 3001 Sunset Dr. Joplin + basement of my home
PRESENT ZONING CLASSIFICATION: presumably residential but unsure ACREAGE: ~1 acre
PRESENT USE OF PROPERTY: home/primary residence/AirBnB

PROPOSED LAND USE ACTIVITY: home/primary residence/AirBnB
I run an AirBnB out of the basement of my primary residence & would like to continue to do so.

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	none	commercial
South	residential	presumably residential
East	Schifferdecker Rd.	Roadway
West	residential	presumably residential

There is a "For Sale" sign advertising the property to north of my home as "commercial"

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

	Yes	No
1. Is deemed necessary for the public convenience at that location.	X	

Continues on following page

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

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

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

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

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

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

ATTACHMENTS REQUIRED:

1. One copy of a legal description of the property on which the use is to be located (deed or certified survey).
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.

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

1. Hours of Operation: 24 hrs - potentially
2. Days of Operation: 365 - potentially
3. Number of Off-street Parking Spaces: 2
4. Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): none
5. Number of Assistants or Employees: none
6. Nature of the Business: bed and breakfast / hotel type accommodations
7. Location of the Business: basement of home that is used for primary residence

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

SIGNATURE: [signature] DATE: 5.20.2021

BY: _____ TITLE: _____

Addendum to Application for Special Use Permit

1. Is deemed necessary for the public convenience at that location
    a. I am not entirely sure what is meant by this question. It is certainly convenient for the persons staying at my AirBnB. It is very close to I-44 and right off Schifferdecker. My home is the first home as you drive into the neighborhood. No one staying at the AirBnB needs to drive through the neighborhood to find it. This greatly limits its impact on neighbors. In my check in instructions, I give very specific instructions about what the house looks like and how to get there so that guests will not need to drive around the neighborhood.
2. If so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.
    a. **AirBnB screens its guests and requires that they have a phone number, email address, payment information, and that they agree to my house rules – which are no parties, no events, quiet hours beginning at 9pm. These rules are stated on my website and I have included pictures. They also must upload a government ID, and I also require that they have recommendations from other hosts, along with no negative reviews**. I do not allow pets, either.
    b. In following with what I said in point 1, I give my travelers very specific instructions on how to arrive so that they will not need to drive through the neighborhood in order to find the destination. All operation of the business occurs on my own property, while I am living on the property. I rent out my two-bedroom, one bath basement to travelers.
    c. My basement can only comfortably sleep 4 or 5 people. Typically when I have guests, they range in number from 1 – 3. At times I have had 4, or maybe a family of 5 every once and awhile, but that is unusual. There are two queen sized beds down there, and someone could sleep on the sofa if they wanted.
    d. Mostly I host families who are in town to visit their family, people who are in town working, or people who are passing though on I-44 as part of a larger road trip.
    e. My family of four – me and my four small children, ages 9 through 1 – are always residing here when we have guests here. I live here alone with my four kids.
3. Is found to be generally compatible with the neighborhood in which it is proposed
    a. The AirBnB is a place for travelers to rest, recoup, and sleep while they are traveling. It is completely compatible with the neighborhood in this way. I try to offer travelers a comfortable place to stay, that is a little less expensive than a hotel, with more amenities. I have had tons of families tell me how staying at my home completely enriched their trip to Joplin and gave them a great feeling about our town. I have a sheet in my basement telling people about local places to eat, and many have shared with me that they tried out the local places – that they would not otherwise have known about – and loved them. I have had many, many return visitors.
4. Will comply with the height and area regulations of the district in which it is located unless specifically granted.

a. I am not sure that this question applies to me, as I am only renting out the basement of my home.

5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect.
    a. I have a designated parking space in my driveway where I ask guests to park. If there is more than 1 car, I ask that they pull in behind that car in my driveway. I try my best to keep my guests' cars from parking on the street where they might interfere with the neighborhood.
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.
    a. All of these people are staying in the basement of my home, which is set up for this very use.

Discussion of the intensity and extent of the proposed use, including any traffic conditions that may result, any danger from fire hazards, how the proposed use may affect the character of the surrounding properties, how it will benefit the city of Joplin.

I want to start by noting that my AirBnB is also different from others in the community in that I LIVE IN THIS PROPERTY. It's not as if I am renting out a house and I have no idea what goes on at that house while I'm not there. I am here, day in day out, night in night out, with my guests. MY FAMILY LIVES HERE. I, of all people, have the highest motivation to be sure that people who stay here are safe, quiet, rule-abiding people. I live here – ALONE – as a single mom – with my four young children. I don't want any "riff raff" around either. And I honestly have never had one incident where I felt afraid to have my family sleeping in the same home as my AirBnB travelers.

I have had a multitude of travelers stay in my basement over the course of three years, ranging from medical students doing an internship at the medical school who have stayed for 6 weeks, construction workers working on the Big Lots store who have stayed 2 weeks, iron workers building the windmills who have stayed for months at a time, families from literally all over the country – Alaska to Texas to Colorado to California – here visiting family, picking up a new puppy, adopting a baby, attending the funeral of a loved one, celebrating the holidays. I have had nurses working at the hospitals, students completing their clinical hours, a perfusionist nurse from St. Luke's covering positions at Freeman for two weeks, parents visiting their children at Missouri Southern, people playing in golf tournaments, people looking for homes to buy in Joplin. I have had mothers have their teenage daughters stay here while traveling alone because they feel more safe with them staying in someone else's home.

All of these people have stayed in my basement and I have personally talked with all of them. They tell me that their stay was made more comfortable by being in my home, more personable, and overall more enjoyable. They tell me that it gives them a better feel for the City – staying in someone's home as opposed to a hotel. They tell me that they appreciate the list of local restaurants and they try them out. They ask me questions about where to eat, where to shop, where to take their kids to play, and I give them recommendations on all of these things. I think

the feedback that I have on my website, and the positive interactions I have with travelers, are all great indicators that my AirBnB is a very positive thing for the town in that it gives travelers a good feel for our town and a personal face to go with the town of Joplin.

With two exceptions – which I will address – I have never had any complaints from my neighbors in three years.

The house to our immediate south is now vacant (and was for some time when we first moved here), but I was friends with the Johnsons when they lived there and they had no problems with the AirBnB whatsoever. The home to our immediate west has changed hands several times, but I have never had any complaints from the neighbors living there. And they are the neighbors who would be most impacted, potentially, as we share a property line. I plan to have the neighbors living there now, the Iveys, come speak on my behalf at the public hearing.

The house that is to my southwest complained to me directly one time about parking. About 1.5 years ago, I had asked my guests to park on Sunset Drive East, as that seemed out of the way of the regular flow of traffic. A woman complained to me that she did not feel comfortable with people parking there, as the parking spot was in a position where she felt someone could see into the room of her teenaged daughter. I told her I understand and that no one would park there again. To my knowledge, no one has.

The president of our HOA came to me about 2 years ago and said someone in the neighborhood was uncomfortable with seeing the different cars come and go, and that he had seen "someone with tattoos." I tried to reassure him that AirBnB screened its travelers, and I encouraged him to look at the site to see that it is not just a "couch surfing" type enterprise. No one ever followed up with me on anything, and I never heard any other complaints aside from those two.

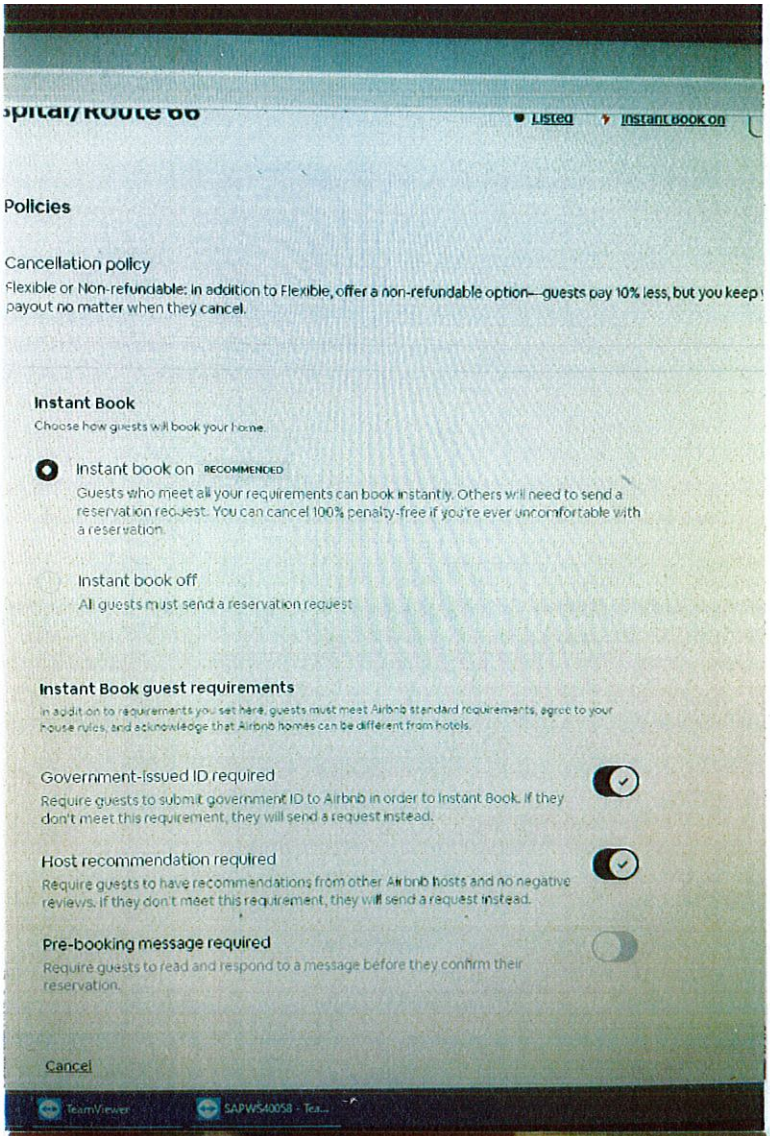
I encourage all travelers to park in my driveway. There are times when travelers may have an extra car, and it is possible that they may park on the roadway. If that is a concern in the neighborhood regarding parking, I am more than happy to take extra precautions to ensure it does not happen again. I do note, however, that people living in the neighborhood frequently park on the street at all times. Parking aside, I am happy to discuss any concerns with the neighbors. Like I mentioned, no one has come to me, aside from the two instances I mentioned before.

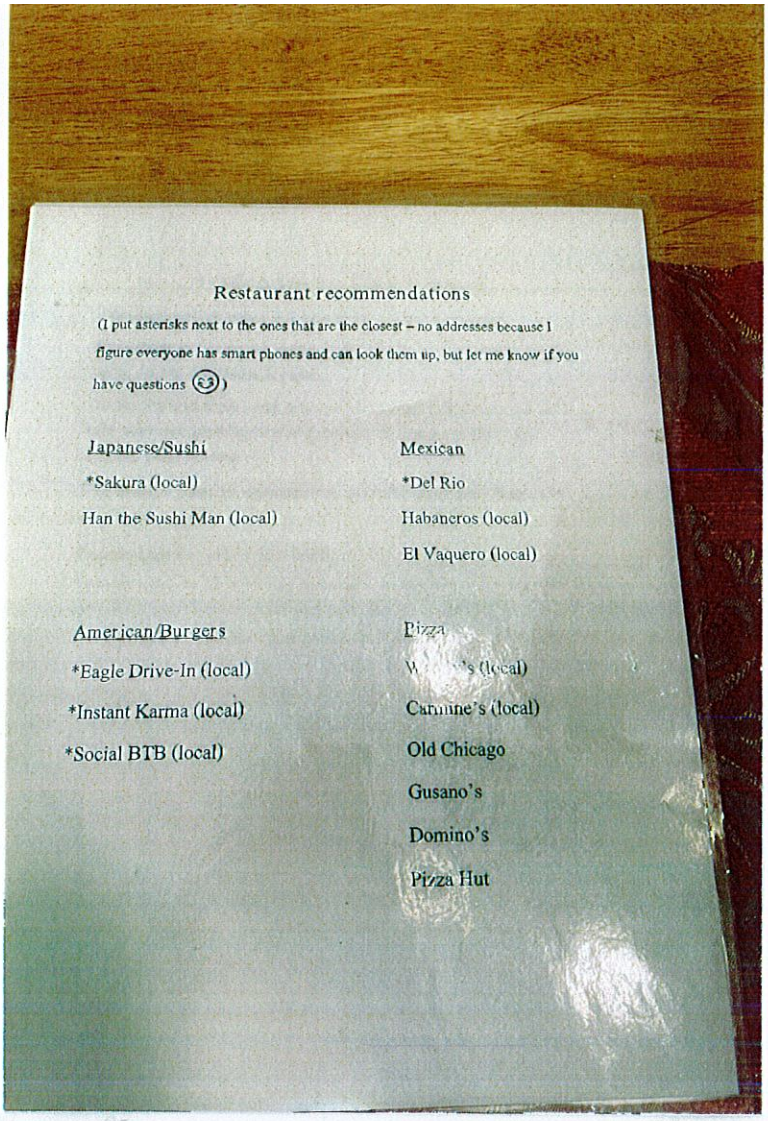
I only have a partial kitchen downstairs and discourage cooking. I do not allow a hot plate, and I do not have an oven or a stove down there. A microwave is all I have for cooking. This greatly limits the potential for fire. Any time I have had someone ask about a hot plate, I tell them it is not allowed.

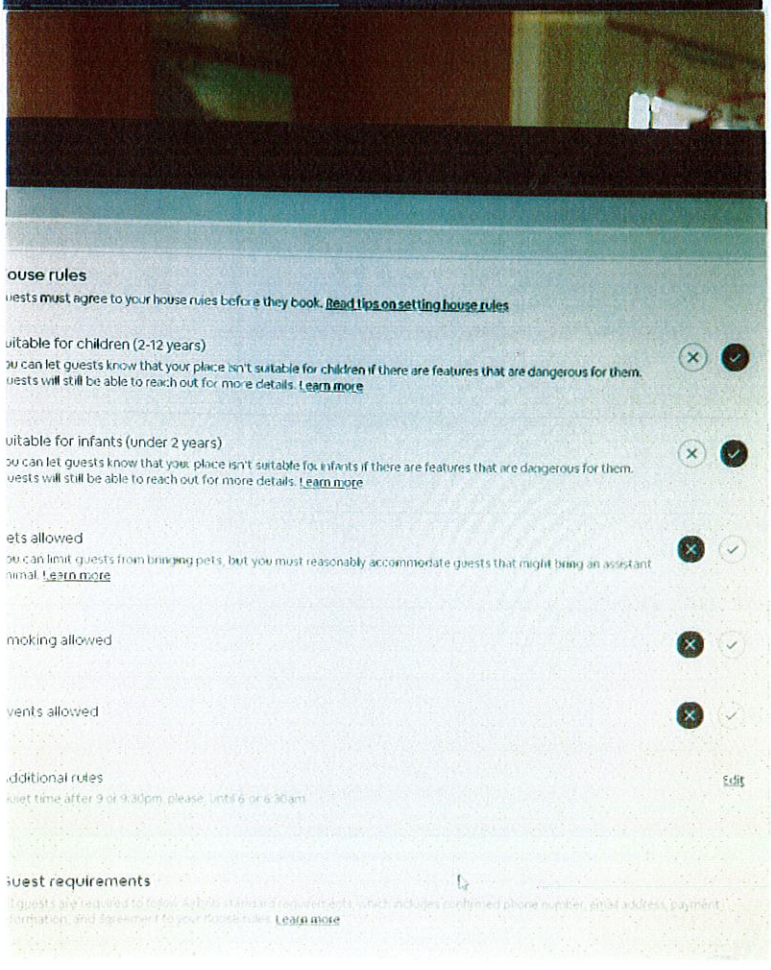
The use of my property as an AirBnB should not have any impact on the surrounding homes aside from the extra car – infrequently cars – in my driveway. It is difficult for me to see how the extra car or cars is any different from a family with teenagers – teenagers who themselves have cars and park on the road (my neighbor across the way), or teenagers with friends who visit their homes. The guests staying here do not leave my property and access the basement solely through my yard.

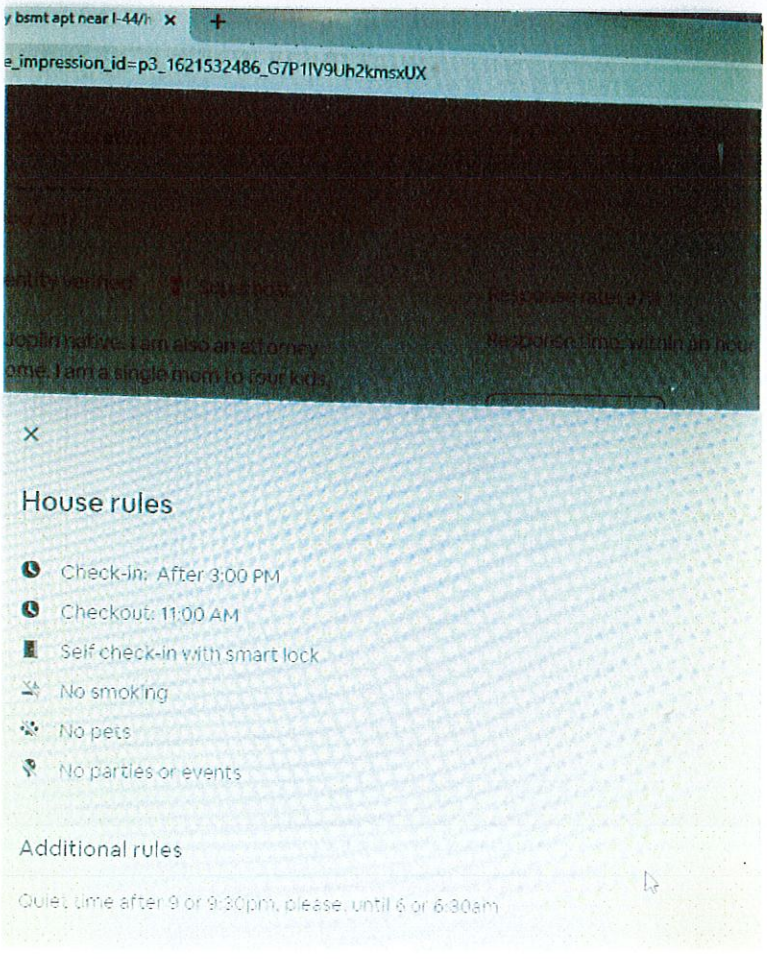
I also mention that I have been operating this AirBnB in the same fashion since June of 2018, for 3 years. It has not harmed anyone in the neighborhood. I am a single mom to four kids. I work from home, and to make extra money, I run the AirBnB. My basement is beautiful and we were not using it as much as I would have liked, so I decided to put it to use – for us and for others – as an AirBnB. Honestly I keep my property in better shape due to the AirBnB than I would otherwise. Because I have guests coming, I make sure the grass is mowed, the yard is picked up, and the inside of my basement is normally spotless. I take pride in offering a well-priced, comfortable, clean space for families. Not only do I take pride in being able to offer it to others, but it helps me make a living and support my own family. I cannot see how my operating an AirBnB is any different from the swimming school that my neighbor two houses down runs – bringing an influx of cars and people into the neighborhood – and good for her. I think industrious families like ours, who want to make the most use of their properties, give back to the community, and support their families – are an asset to the community and should be encouraged.

I have included pictures of some of my reviews – the most recent ones, anyway – the parking space, my rules on the website, and the location of my home in relation to Schifferdecker.


Listed
Instant Book on
Policies
Cancellation policy
Flexible or Non-refundable: In addition to Flexible, offer a non-refundable option—guests pay 10% less, but you keep
payout no matter when they cancel.
Instant Book
Choose how guests will book your home.
Instant book on
RECOMMENDED
Guests who meet all your requirements can book instantly. Others will need to send a reservation request. You can cancel 100% penalty-free if you're ever uncomfortable with a reservation.
Instant book off
All guests must send a reservation request
Instant Book guest requirements
In addition to requirements you set here, guests must meet Airbnb standard requirements, agree to your house rules, and acknowledge that Airbnb homes can be different from hotels.
Government-issued ID required
Require guests to submit government ID to Airbnb in order to Instant Book. If they don't meet this requirement, they will send a request instead.
Host recommendation required
Require guests to have recommendations from other Airbnb hosts and no negative reviews. If they don't meet this requirement, they will send a request instead.
Pre-booking message required
Require guests to read and respond to a message before they confirm their reservation.
Cancel


Restaurant recommendations
(I put asterisks next to the ones that are the closest – no addresses because I figure everyone has smart phones and can look them up, but let me know if you have questions)
Japanese/Sushi
*Sakura (local)
Han the Sushi Man (local)
Mexican
*Del Rio
Habaneros (local)
El Vaquero (local)
American/Burgers
*Eagle Drive-In (local)
*Instant Karma (local)
*Social BTB (local)
Pizza
Cannine's (local)
Old Chicago
Gusano's
Domino's
Pizza Hut


ouse rules
uests must agree to your house rules before they book. Read tips on setting house rules
uitable for children (2-12 years)
ou can let guests know that your place isn't suitable for children if there are features that are dangerous for them.
uests will still be able to reach out for more details. Learn more
uitable for infants (under 2 years)
ou can let guests know that your place isn't suitable for infants if there are features that are dangerous for them.
uests will still be able to reach out for more details. Learn more
ets allowed
ou can limit guests from bringing pets, but you must reasonably accommodate guests that might bring an assistant
nimal. Learn more
moking allowed
vents allowed
dditional rules
Edit
uiet time after 9 or 9:30pm, please, until 6 or 6:30am
uest requirements
guests are required to follow Airbnb standard requirements, which includes confirmed phone number, email address, payment
formation, and agreement to your house rules. Learn more


y bsmt apt near I-44/h
e_impression_id=p3_1621532486_G7P1lV9Uh2kmsxUX
House rules
Check-in: After 3:00 PM
Checkout: 11:00 AM
Self check-in with smart lock
No smoking
No pets
No parties or events
Additional rules
Quiet time after 9 or 9:30pm, please, until 6 or 6:30am

Search reviews

Michelle
March 2021

Super unique place to stay. Lots of room and toys/games for the kids and a hu
yard. Great getaway for the weekend without kids also. The beds and furnitur
super comfy ... just total relaxation. I love love love this place!!

Domingo
February 2021

Excellent apartment, very spacious, and comfortable. Definitely recommende

Dowe
January 2021

Lauren was an awesome host and the space was just as great. Very comfortab
accomodations if traveling with family/little ones and I'd definitely stay again. E
value in Joplin area hands down.

Stacy
January 2021

Amazing place with an extremely accommodating host. I can honestly say I hav
stayed at a better Airbnb the value of the stay is incredible.

Search reviews

Halle
March 2021

Will stay here again the next time I'm in Joplin! Great location, comfortable, spacious, and best value. Lauren and the kids are so sweet. Everything was wonderful!

Bnc
March 2021

Awesome place

Rob
March 2021

Great stay in Joplin. Travel here periodically and this place was by far my favorite there, so far! Lauren was a gracious host and left me to my own most the time; however, the couple times that I messaged her she was quite quick to get back to me. Would reccomemd her place.

Allison
March 2021

Lauren was a great host! She was very welcoming and communicative! This was a great place for our family.

Search reviews

I will be back! This is a great apartment.

Lizandro
December 2020

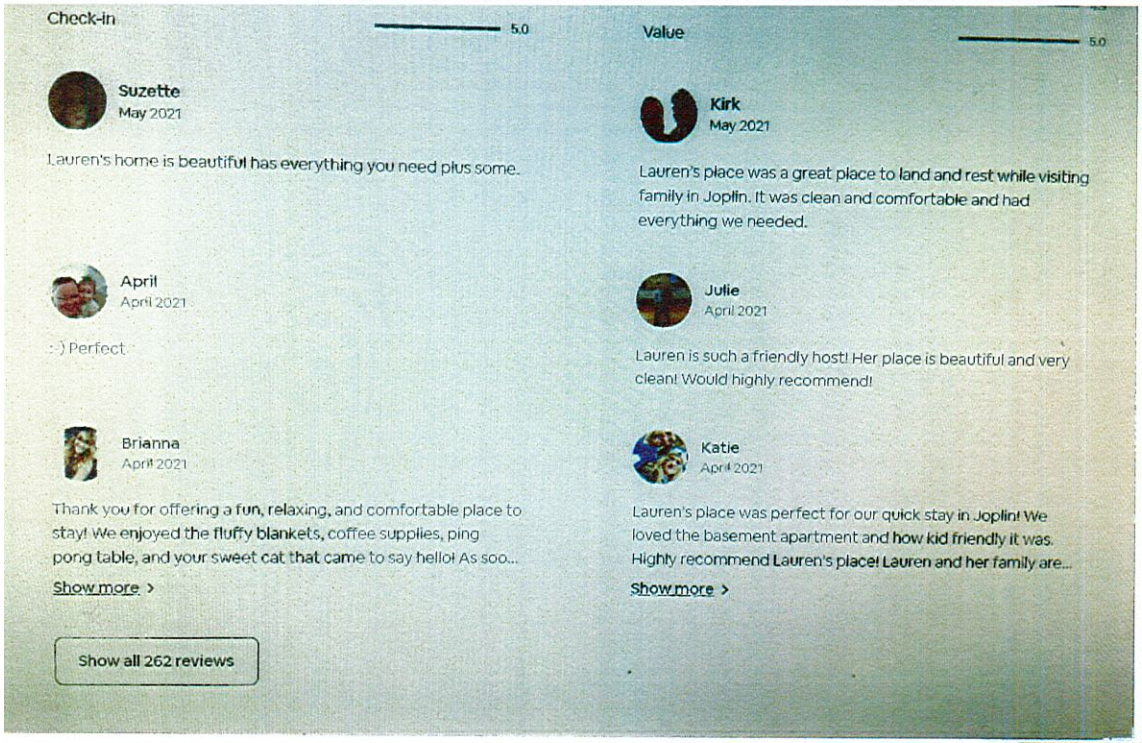
Second time I stayed at her place and I'll keep coming back for sure thank you again for the great hospitality

Heemanshu
December 2020

Nice experience.

Lizandro
December 2020

I felt great she is a great host I would stay here again any time highly recommend thank you



Check-in 5.0

Suzette
May 2021

Lauren's home is beautiful has everything you need plus some.

April
April 2021

:) Perfect

Brianna
April 2021

Thank you for offering a fun, relaxing, and comfortable place to stay! We enjoyed the fluffy blankets, coffee supplies, ping pong table, and your sweet cat that came to say hello! As soo...

Show more >

Show all 262 reviews

Value 5.0

Kirk
May 2021

Lauren's place was a great place to land and rest while visiting family in Joplin. It was clean and comfortable and had everything we needed.

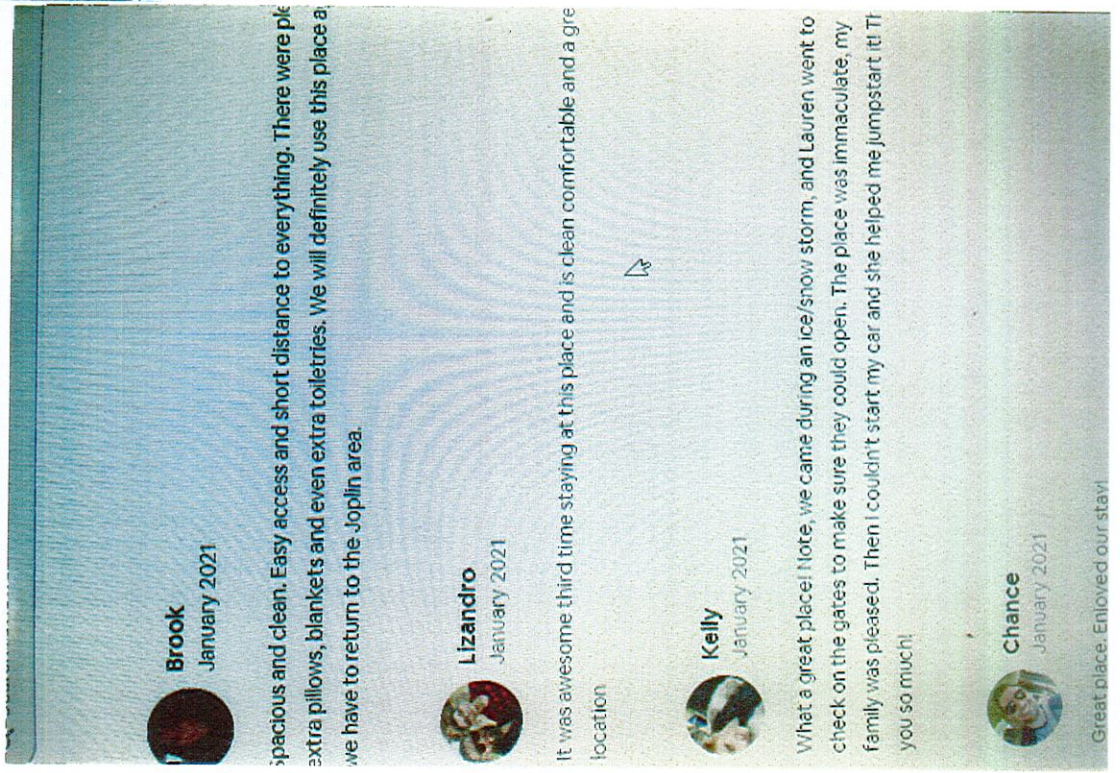
Julie
April 2021

Lauren is such a friendly host! Her place is beautiful and very clean! Would highly recommend!

Katie
April 2021

Lauren's place was perfect for our quick stay in Joplin! We loved the basement apartment and how kid friendly it was. Highly recommend Lauren's place! Lauren and her family are...

Show more >



Brook
January 2021

spacious and clean. Easy access and short distance to everything. There were pl
extra pillows, blankets and even extra toiletries. We will definitely use this place a
we have to return to the Joplin area.

Lizandro
January 2021

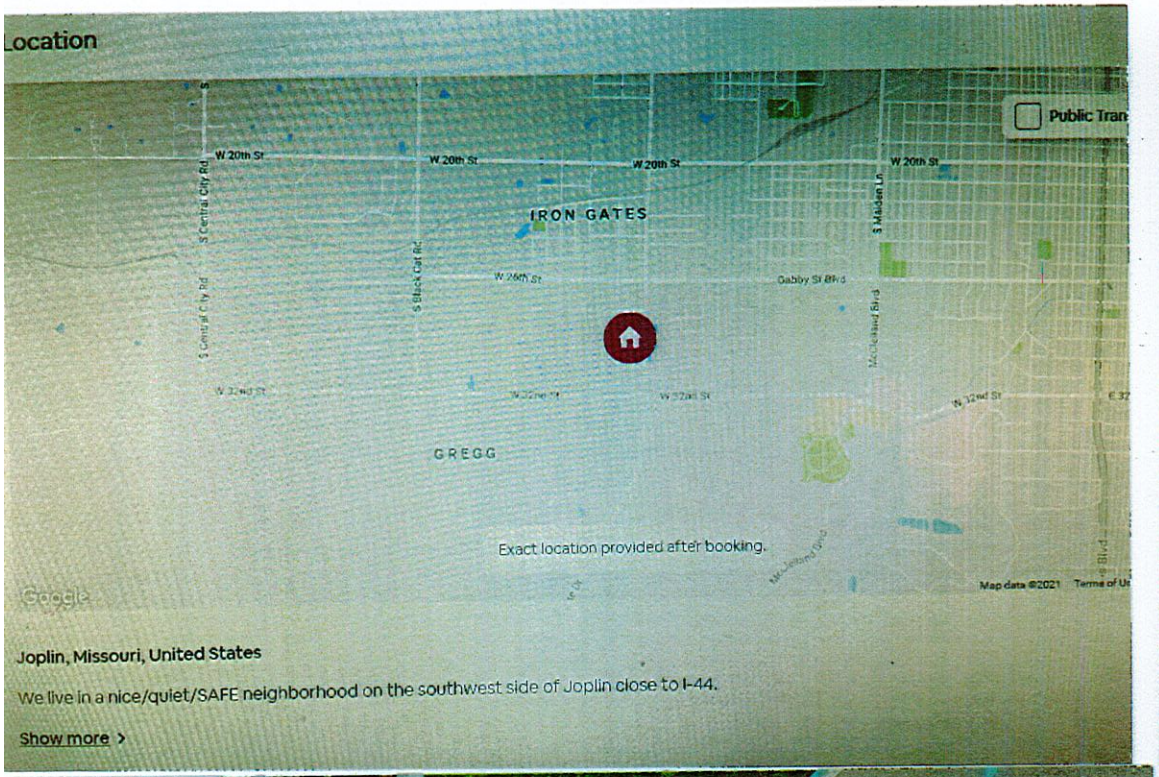
It was awesome third time staying at this place and is clean comfortable and a gre
location

Kelly
January 2021

What a great place! Note, we came during an ice/snow storm, and Lauren went to
check on the gates to make sure they could open. The place was immaculate, my
family was pleased. Then I couldn't start my car and she helped me jumpstart it! Th
you so much!

Chance
January 2021

Great place. Enjoyed our stay!


Location
Public Tran
W 20th St
W 20th St
W 20th St
W 20th St
IRON GATES
S Central City Rd
S Black Cat Rd
S Maiden Ln
W 26th St
Gabby St Blvd
Maidenhead Blvd
GREGG
Exact location provided after booking.
Map data ©2021
Google
Joplin, Missouri, United States
We live in a nice/quiet/SAFE neighborhood on the southwest side of Joplin close to I-44.
Show more >





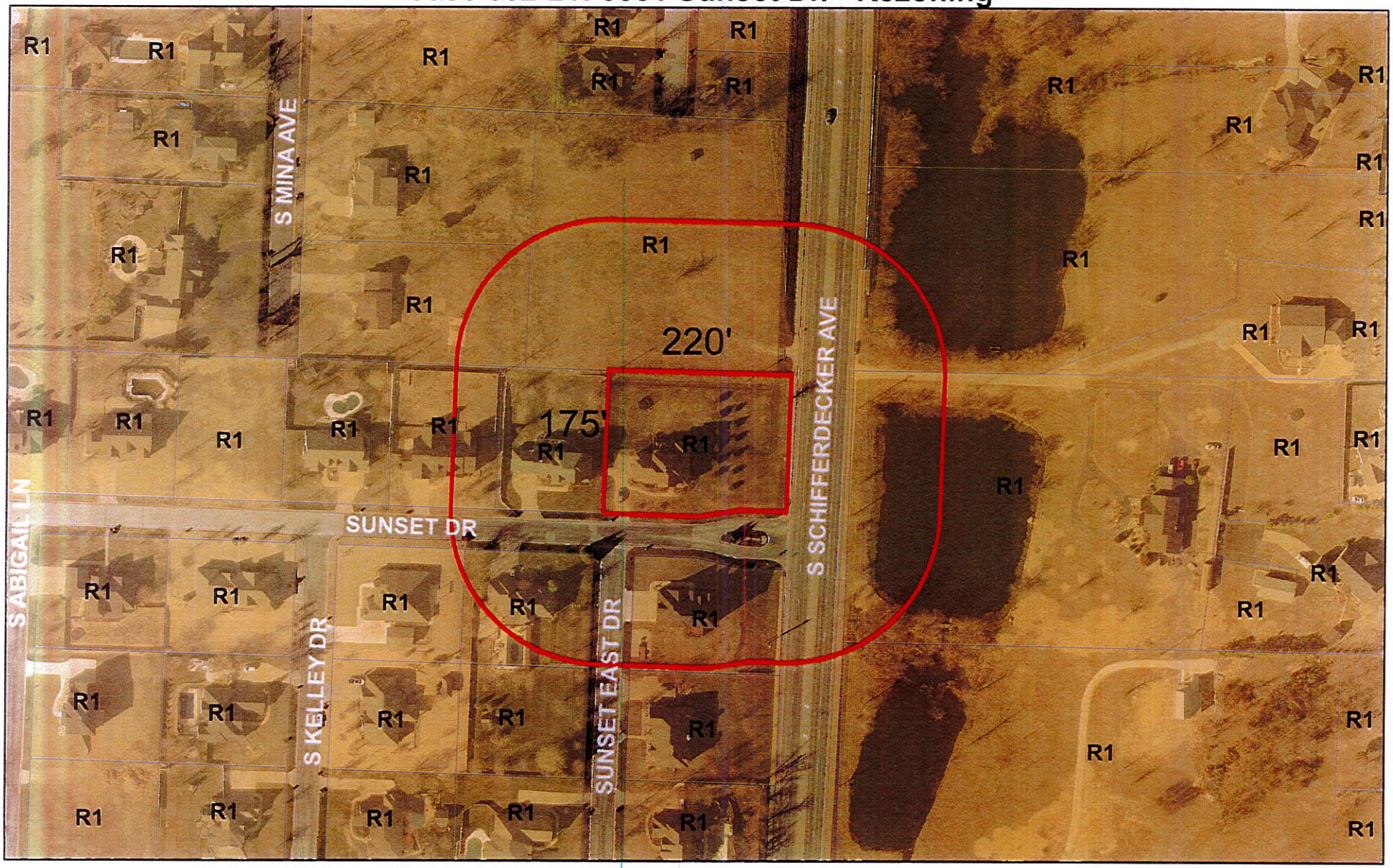








Case 032-21: 3001 Sunset Dr. - Rezoning



Case 032-21: 3001 Sunset Dr. - A request for a Special Use Permit (1st Request) for the operation of a short-term rental – Lauren Peterson

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Resolution No. 2021-013 – Special Use Permit (1st Request)

MEETING DATE:
August 2, 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 032-21: 3001 Sunset Dr. – A request for a Special Use Permit (1st Request) for the operation of a short-term rental – Lauren Peterson

BACKGROUND:
The is a 1st Request for a Special Use Permit for the operation of a short-term rental. The facility provides 2 off-street parking spaces and there are 0 assistants.

PLANNING & ZONING COMMISSION TESTIMONY:
Lauren Peterson, 3001 Sunset Drive, Joplin, MO., and the homeowner. The past three (3) years she has been running an Air B&B in the basement of her home. The home is three stories, and the basement is fully finished. The basement has a kitchenette, 2 bedrooms and some free space. The family was not getting much use out of the basement. Ms. Peterson lives at the residence with four (4) children and is a single mother. The Air B&B requires certain credentials, which I have listed on my application and, I can request additional information for the applicants that apply.

Mr. Kimble wanted to know if the space that was being rented is only rented to one person or one family at a time?

Ms. Peterson stated that is either one person at a time or one group of people at a time and does not rent out the rooms separately. The people that stay in the Air B&B, for example, the people that is staying there now is a physician starting a new job that works for Freeman Hospital, just moving here and their house is not ready to move in.

Ms. Phillips had a question for Keegan Stanton. Is there a requirement that there be a separate entrance?

Mr. Stanton stated that there was not. This would be an accessory use to a single-family home.

Ms. Phillips asked Ms. Peterson if they had their own entrance and Ms. Peterson stated they did.

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

1. This Special Use Permit is issued to Lauren Peterson for the operation of a short-term rental at 3001 Sunset Drive.
2. The permit shall be valid for 2 years upon approval, being eligible for renewal in July 2023.
3. Off street parking for at least two (2) vehicles shall be provided.
4. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshall is required.
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of the City of Joplin.

PUBLIC COMMENT;

Gary Ivy, 3101 Sunset Drive, Joplin, MO. He lives directly to the West of Ms. Peterson. He has not had any issues with the Air B&B guests. If there are complaints of parking in the street, the folks that are complaining are actually parking in the street themselves. We are the only neighbors that Ms. Peterson has, and for the record she has great neighbors.

Chuck Brown, 3018 Sunset Drive West, Joplin, MO. He is the President and representing the Sunset Ridge Homeowners Association. The Board has taken a vote and wish to express opposition to the request. We do this primarily to the location and the traffic. The house in question is right at the entrance.

Mr. Kimble wanted to know if there is anything in the Homeowners Association contract that states Air B&B are against policy?

Mr. Brown stated not specifically. The Association Rules and Regulations prohibit the use of properties for commercial purposes. The problem is you have several cars coming and going and it is a short-term rental not a year or two.

Ms. Phillips has a question for Mr. Stanton. If she remembered correctly, the City of Joplin does not recognize Homeowner Association agreements

Mr. Stanton stated the City does not have jurisdiction to enforce subdivision rules and regulations, just City Code.

Bryan Goodace, 3401 Sunset Drive, Joplin, MO, also on the Homeowners Association Board. There are concerns of short-term stay and in our covenants not specifically but verbiage of the commercial uses of residence.

Dr. Matt Spencer, 3003 Schifferdecker, Joplin, MO, which is across the street from Ms. Peterson. He would like to interject into the conversation is that Sunset Ridge was designed as a single-family home development. It seems like the homeowner is now absent from that home. They are no longer the resident of that home and renting it in a commercial status.

Ms. Peterson stated that she lives in her home all the time with her four children.

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

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 032-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
RS 2021-013, Staff Planning Report, P&Z Commission Minutes.

P & Z Case 032-21
Lauren Peterson
(P & Z Recommended Approval)

RESOLUTION NO. 2021-013.

A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a short-term rental located at 3001 Sunset Drive, in the City of Joplin, Jasper County, Missouri.

WHEREAS, A public hearing was held before the City Council on August 2, 2021, in compliance with said request.

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

That a Special Use Permit be granted to Lauren Peterson for the operation of a short-term rental located in the City of Joplin, Missouri, on the following described real estate, to-wit:

> All of Lot Numbered One (1) in Sunset Ridge Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, except that part taken or deeded for road purposes.

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

1. This Special Use Permit is issued to Lauren Peterson for the operation of a short-term rental at 3001 Sunset Drive.
2. The permit shall be valid for 2 years upon approval, being eligible for renewal in July 2023.
3. Off street parking for at least two (2) vehicles shall be provided.
4. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshall is required.
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of the City of Joplin.

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

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

Case 033-21: End of Public Right-of-Way of W. Par Ln. – A request to remove from District R-1 (Single-family Residential) and include in District R-4 (Townhouse) for future residential development- Blake Onstot and Jordan Chapman, 4 State Builders, LLC.

John Bolte, Small Arrow Engineering, 1302 S. Main Street, Joplin, MO. This site was originally in Jasper County and was annexed into the City of Joplin as District R-1 (Single-Family Residential). Moving forward with the design and working with the owner, we realize there is a market need for Townhomes. People would like to own their own home but not having the responsibility of the yard and everything that goes with that. With the increased cost of building materials, we think it is a most efficient project.

Mr. Stanton stated that for clarification, the plat for Case 036-21 on the agenda is the same location and Mr. Bolte may be referencing this plat for the rezoning case.

Mr. Bolte stated that the original request was to rezone the whole parcel from District R-1 to District R-4. We have segmented that and lots 1-4 along Par Lane will stay as District R-1. The cul-de-sac section that extends south against the railroad will contain R-4 units. There is a buffer designed into this transition. There is also a detention basin on the south side of Par Lane. From a traffic impact standpoint, originally, we were going to have 14 units so the traffic would be 14 new residents coming and going to their homes that will now increase to 18 units. There will be double car garages on all units. The value of the construction of these sites would be similar to or exceed homes in the existing neighborhood. There are two floor plans, narrow and deep, also, wide, and shallow. That accommodates the lay of the land. The single-family homes will be 1,700 to 2,000 sq.ft. range.

Mr. Eastman asked if there were any questions for Mr. Bolte. There was not. He also asked if there was anyone in the audience to speak in favor of this case? There was not. Is there anyone in the audience in opposition of this case?

Alex Kindle, 4401 Par Lane, Joplin, MO. Where would the construction entrance be? What is the financial ability of the builder to finish this within a year or two? If it goes on too long then traffic will be obstructed for years, down to one lane.

Mr. Bolte stated the plat is designed for Par Lane extending to the west which is up against the county so there is no access in that direction. Construction access will be occurring along the street, yes that will have to be managed along the street. The land disturbance and runoff control, there will have to be big rock entrance for the trucks to clear any mud or debris for the streets. It will take the better part of construction season to get this developed.

Jerod Huber, 4311 Par Lane, Joplin, MO. He has put a lot of equity into their house, which they have lived in for six years and he feels that multi-family homes will degrade the neighborhood. We are in an HOA which will regulate how we must keep our houses and what we can and cannot do. He also stated that he has two small children, and the traffic would be a concern.

Ms. Phillips has a question for Mr. Huber. Is one of these petitions yours?

Mr. Huber stated that he filled one out this morning. He also mentioned that he did speak to the gentleman that sold the property and it seems the plan has changed multiple times.

John Padaleski, 2025 Twin Hills, Joplin, MO. This area is single-family residential, and he understands that the city cannot enforce HOA rules and regulations. He would be interested to know if this is the same developer that built the two houses on Amber Lane effectively landlocking the property so he would have to come in on Par Lane.

Mark Lane, 2230 S. Fairway Drive, Joplin, MO. His concern is the utilities. The lift stations have had problems in the past. Other concerns are the traffic, the noise, and the property values. There are a lot of families and kids that walk around the neighborhood and with the added traffic it will not be safe like it is now. It will be difficult to get school buses and trash trucks through there. If we had an emergency, they would not be able to get there.

Nancy Corey, 2109 Twin Hills Drive, Joplin, MO. She had lived in this area for 32 years and her concern is the narrow roads. Par Lane is not the standard city width for a street. There are no sidewalks and many of the houses were built before coming into the City of Joplin. Why would the city allow the change from R-1 after the annexation in a single-family residential neighborhood?

Barbara Meyers, 4410 Golf Lane, Joplin, MO. Her concern is that this is a very quiet neighborhood of elderly people, no speeding of traffic, they are allowed to walk and the two houses that were built are country homes. There are horses, it is agricultural, more acreage and this just does not fit in. The plan that she saw was dead ended I do not know what they have done now. There is not a place for the school bus to turn around and that means the children will have to walk at least a quarter of a mile. An ambulance, fire truck and even the mail truck cannot turn around. There are just too many unanswered questions and the owners have changed their minds two or three times.

Barbara Joe, 4282 Amber Lane, Joplin, MO. They moved out there because they did not want to be in the city limits of Joplin. It will hurt our neighborhood and diminish the value of our homes. It will depreciate the privacy we currently have. We absolutely oppose this case.

Ms. McCallister, 2208 Twin Hills Drive, Joplin, MO. This is supposed to be a single-family neighborhood and the traffic will make this very difficult to get in and out of our homes.

Richie Hatfield, 2026 Fairview Drive, Joplin, MO. He is the HOA President at the present time. He is speaking on behalf of all the board members, and they are all in opposition to this build. It will decrease the value of our properties. Par Lane does not meet the width standards, do not know how it will handle that traffic.

Debbie Grother, 2310 Twin Hills Drive, Joplin, MO. She does have concern about the traffic, but she does have a question for the developers. It is her understanding that these were going to be rental properties not homeowners. In the meeting they had it was talk of rentals and now they are saying they are going to sell 18 units. Are you building all 18 units and wait for them to sell or just build one or two units and wait for them to sell?

Mr. Eastman asked if there were anyone else to speak in opposition to this case? There was not. He closed Case 033-21 and asked for a motion.

Ms. Phillips had a question for Mr. Stanton. She wanted to know if all the protest petitions were in the 185 feet or are some out?

Mr. Stanton stated that we have not been able to verify all of them since there were some coming in prior to this meeting. Since our computer systems is not functioning, we do not have the capability to calculate the protest rate in the area yet. Clarification on the protest petitions. If your property is not within the 185 feet that does not mean your petition does not count.

MS. PHILLIPS MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 033-21 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR DENIAL. MOTION CARRIED, WITH MR. EASTMAN, 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 033-21 A request to remove from District R-1 (Single-family Residential) and include in District R-4 (Townhouse) for future residential development

LOCATION End of Public Right-of-way of W. Par Ln.

APPLICANT Blake Onstot & Jordan Chapman, 4 State Builders, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 4 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	Out of City Limits	R-1	Out of City Limits	Out of City Limits
Land Use	Single-family Residential	Single-family Residential	Single-family Residential/Agriculture	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map does not classify this property. The nearby Twin Hills Subdivision is shown to be future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. Par Ln.	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 nearby; however, the proposed use of attached single-family would maintain the characteristics of low-density residential.

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 R-4 will not detrimentally affect nearby property. R-4 zoning allows specifically for townhouse-style developments such as the proposed subdivision. Buffer requirements will be required where the property abuts R-1 zoned property. The proposed development of attached duplexes does maintain the low-density residential characteristics of the neighborhood.

DISCUSSION

The applicant is requesting a rezoning from R-1 to R-4 for development of single-family attached housing. The proposed plat would create 21 lots and 10 discrete structures. This will function like single-family homes, the only difference being that they will be attached, sharing one wall. This shared wall, as required by code, would be fire rated from the foundation to the roof deck. Because of the low-density nature of the request, this still achieves the future land use map's indication of low-density residential nearby.

Staff recommends approval of Case 033-21.

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.: 033-21
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date: 7-12-21

APPLICANT: Blake Onstot & Jordan Chapman(4 State Builders, LLC) PHONE: 314-546-1331
ADDRESS: 1200 Briarbrook Dr, Ste. E, Carl Junction, MO ZIP: 64834

OWNER: Jordan Chapman PHONE: 914-826-6771
ADDRESS: 101 S. Windwood Drive, Carl Junction, MO ZIP: 64834

LOCATION/ADDRESS OF PROPERTY: Extension of Par Lane west of Twin Hills Estates Subdivision

Present Zoning R-1 Requested Zoning: R-4 Acreage: 4 acres
Present Use of Property: Agricultural

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	County
South	Agricultural	County
East	NE-Residential , SE-Agricultural	R-1, County
West	Residential	County

Character of the Neighborhood: Neighborhood near the Twin Hills Country Club/Golf Course with a railroad on the south.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No, The character and size of the duplex/three-plex units is similar in size to other homes.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? No
   If yes, explain: Due to spike in materials cost and infrastructure costs, R-4 better utilizes the resources required.

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: Yes
2. Classification of Street(s):
   Arterial _____ Collector _____ Local Yes
3. Right-of-Way Width: 50 feet
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? Yes
2. Properly Sized Street Right-of-Way? Yes
3. Drainage Easements? Yes
4. Utility Easements:
   - Electricity? Yes
   - Gas? Yes
   - Sewers? Yes
   - Water? Yes
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

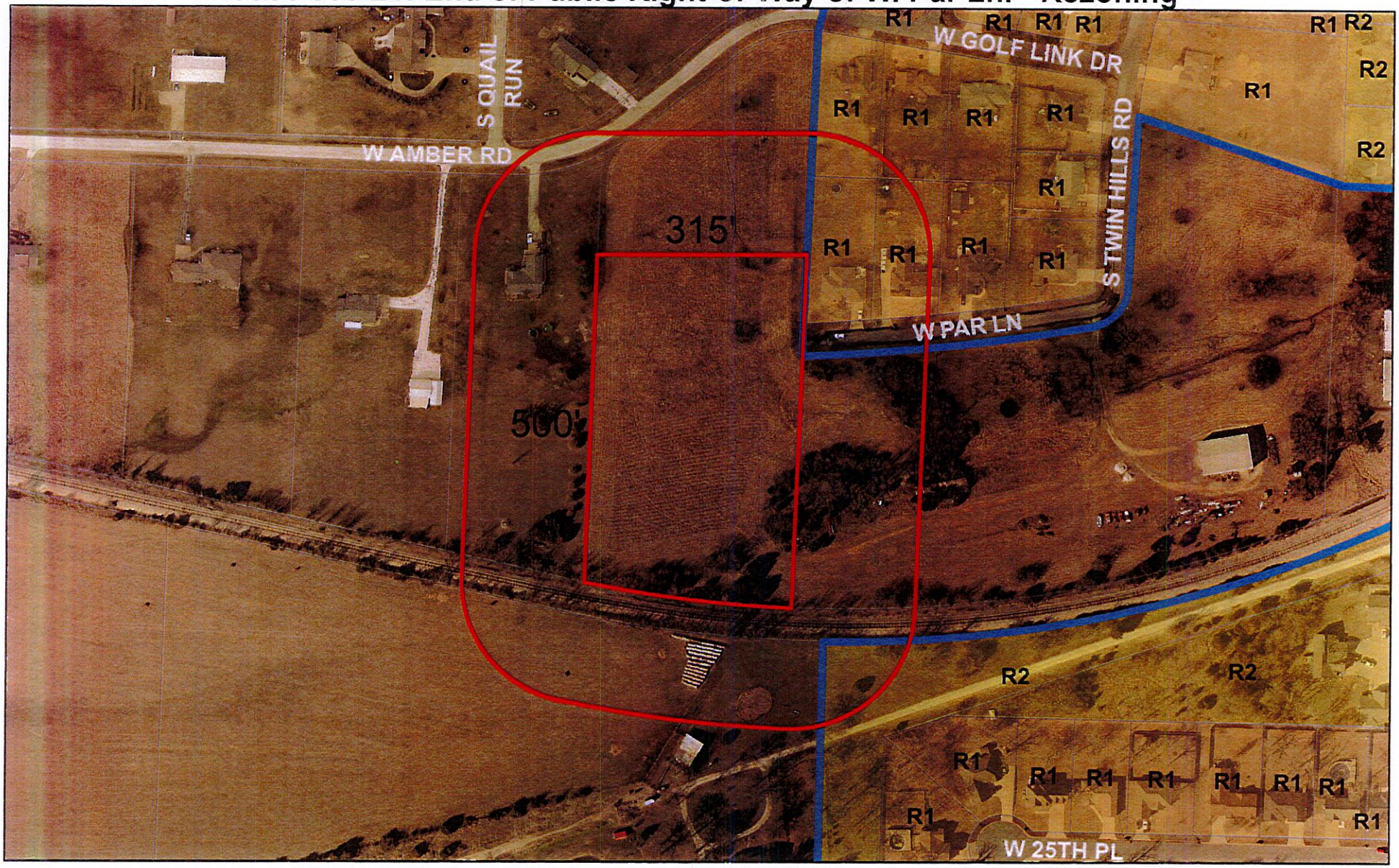
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

SIGNATURE: [signature] DATE: 6-4-21

EMAIL: blakeonstot@gmail.com

TITLE: Member

Case 033-21: End of Public Right-of-Way of W. Par Ln. - Rezoning



Case 033-21: End of Public Right-of-Way of W. Par Ln. – A request to remove from District R-1 (Single-family Residential) and include in District R-4 (Townhouse) for future residential development – Blake Onstot and Jordan Chapman, 4 State Builders, LLC.

0 105 210 420 630 840 Feet

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-275-Rezone to District R-4

MEETING DATE:
August 2, 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 033-21: End of Public Right-of-Way of W. Par Lane – A request to remove from District R-1 (Single-family Residential) and include in District R-4 (Townhouse) for future residential development – Blake Onstot and Jordan Chapman, 4 State Builders, LLC.

BACKGROUND:
The change to R-4 will not detrimentally affect nearby property. This zoning is specifically for townhouse-style developments such as the proposed subdivision. Buffer requirements will be required where the property abuts R-1 zoned properties.

PLANNING & ZONING COMMISSION TESTIMONY:
John Bolte, Small Arrow Engineering, 1302 S. Main Street, Joplin, MO. This site was originally in Jasper County and was annexed into the City of Joplin as District R-1 (Single-Family Residential). Moving forward with the design and working with the owner, we realize there is a market need for Townhomes. The original request was to rezone the whole parcel from District R-1 to District R-4. We have segmented that and lots 1-4 along Par Lane will stay as District R-1. The cul-de-sac section that extends south against the railroad will contain R-4 units. There is a buffer designed into this transition. There is also a detention basin on the south side of Par Lane. From a traffic impact standpoint, originally, we were going to have 14 units so the traffic would be 14 new residents coming and going to their homes that will now increase to 18 units.

PUBLIC COMMENT:
All the following are in opposition to this case: Alex Kindle, 4401 Par Lane, Jerod Huber, 4311 Par Lane, John Padaleski, 2025 Twin Hills, Mark Lane, 2230 S Fairway Drive, Nancy Corey, 2109 Twin Hills Drive, Barbara Meyers, 4410 Golf Lane, Barbara Joe, 4282 Amber Lane, Ms. McCallister, 2208 Twin Hills Drive, Richie Hatfield, 2036 Fairview Drive, Debbie Grother, 2310 Twin Hills Drive. All discussions were about bringing down the value of the properties, Par Lane being so narrow, the traffic, noise, no sidewalks and the elderly and families walking in the street. School busses, trash trucks and even the mail delivery person, if there was an emergency the ambulance, fire truck will not be able to turn around. The children will have to walk a quarter of a mile to catch the bus. (See attached minutes).

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

RECOMMENDATIONS:
Staff recommends approval for Case 033-21.
Planning & Zoning Commission recommends denial for Case 033-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-275, Staff Planning Report, P&Z Commission Minutes.

P & Z Case 033-21
Blake Onstot & Jordan Chapman
4 State Builders, LLC
(P & Z Recommended Denial)

COUNCIL BILL NO. 2021-275 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-4 (Townhouse) property as described below and located the end of Public Right-of-way of W. Par Lane.

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-4:

A PART OF LAND BEING IN THE NORTH ONE-HALF (N1/2) OF SECTION 18, TOWNSHIP 27, RANGE 33, JASPER COUNTY MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT NUMBER THIRTEEN (13), IN CREST VIEW 2ND SUBDIVISION, THENCE NORTH 00 DEGREES 46 MINUTES 38 SECONDS EAST ALONG THE EAST LINE OF SAID LOT NUMBER THIRTEEN (13), 506.07 FEET, THENCE NORTH 89 DEGREES 55 MINUTES 33 SECONDS EAST, 324.05 FEET, THENCE SOUTH 00 DEGREES 05 MINUTES 01 SECONDS EAST, 544.71 TO THE NORTH RIGHT-OF-WAY OF BURLINGTON NORTHERN RAILROAD, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1884.86 FEET, WITH AN ARC LENGTH OF 334.34 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 83 DEGREES 25 MINUTES 09 SECONDS WEST, 333.91 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD, CONTAINING 3.99 ACRES MORE OR LESS.

Section 2. That the City Clerk is hereby 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 19, 2021
MEETING MINUTES

CALL TO ORDER

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

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Mr. Lawson

ROLL CALL

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

Sales Tax Update: Finance Director Leslie Haase reported sales tax revenues increased 27% for May and 11.9% increase for the year.

Health Department Update: Health Dept. Director Ryan Talken provided an update on Covid 19 cases and vaccines. Cases are up 14%; 98 hospitalizations/23 are Joplin residents; there was a 3.5% decline in Joplin's positivity rate and a 42% increase in testing. Nationwide cases are on the upswing. 43.16% of Joplin residents have completed vaccinations.

News from the Public Information Office:

The Missouri Dept. of Health and Senior Services will be in southwest Missouri to assist with COVID Testing. No pre-registration or appointment needed to receive a test. Testing will be available on Tuesdays and Thursdays, starting July 22 through August 10 from 11 a.m. to 7 p.m. at The Roxy parking lot, 108 N. Joplin Avenue in Joplin. Having a state issued identification card available at the testing site will speed up the process; however, no identification documents are required. Results will be available as soon as possible, but no later than 72 hours from the event.

The Joplin Health Dept. is having a FREE Covid Vaccine clinic July 20 from 9 a.m. to 11:30 a.m. in their building at 321 E. 4th Street.

Joplin Police Department will host the National Night Out event on Tuesday, August 3 at Schifferdecker Park. It starts at 5:30 p.m. with free food and drinks served during the event. One of the main attractions will be a free swim at the Schifferdecker Aquatic Center starting at 6:45 pm and ending at 8:45 pm. Joplin is one out of 16,000 other communities also hosting National Night Out to help increase awareness for crime prevention; generate support for and participation in local anticrime efforts; and strengthen community spirit and police-community partnerships.

On August 3 Joplin citizens will be asked to vote on Proposition Renewal at a Municipal Election. Proposition Renewal asks citizens to renew a ¼ -cent sales tax for parks projects and stormwater improvements. This question is titled "Proposition Renewal" because voters originally passed this ten-year sales tax in 2001 and supported its renewal in 2011, and it expires March 31, 2022. The ballot issue will not increase the sales tax. If passed, this will continue to provide funding to address water retention and flooding issues with stormwater improvements in the next ten years. To learn more about Proposition Renewal, visit the Elections section on the City's website at joplinmo.org/elections or contact Lynn Onstot at 624-0820, extension 1204.

CITIZEN REQUESTS AND PETITIONS

Brian Brown requested to speak on the invocations at council meetings, but he did not appear.

Tom Walters requested to speak about installing additional lighting at Ewert Skatepark. City staff will follow up on the request.

David Guilford requested to speak on persons disturbing the peace in his neighborhood and the lack of law enforcement officers available to readily respond to this type of call.

PUBLIC HEARINGS

Public Hearing Procedures read by City Clerk Barbara Gollhofer

PUBLIC HEARING FOR COUNCIL BILL NO. 2021-277

Mayor Stanley opened the Public Hearing

Speaking in favor of the council bill:

Matt McConnell, Matco Builders, represents the property owners (Thomas & Susan Coy)

Josh Anderson, Hunter Millard Architects, is in favor of the PD zoning change.

Jeremy Bland stated he will be the property manager for the project.

Tiffany Beaman stated she feels the project will benefit Joplin.

Speaking in opposition to the council bill were:

Doris Bilkey stated this is a quiet neighborhood and the proposed project will create parking issues and increased traffic. After Ms. Bilkey's speaking time expired, Mr. Lawson made the motion to extend her time for one minute. Mr. Monteleone seconded the motion. Motion passed 9-0.

Bill Bussey stated the project will increase traffic in a quiet neighborhood and the parking design is too dangerous for a busy road.

The Public Hearing was closed.

Council Bill No. 2021-277

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Dr. Reid Adams to **deny** Council Bill No. 2021-277. Voting in favor were Council Members: Reid Adams, Shaw, Stanley, and Stinnett, 4. Nays: Copple, Cortez, Lawson, Monteleone, and Williams, 5. The motion to deny failed.

Motion by Mr. Copple, second by Mr. Lawson to pass Council Bill No. 2021-277 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, and Williams, 5. Nays: Reid Adams, Shaw, Stanley, and Stinnett, The bill was read as **Council Bill No. 2021-277.**

CONSENT AGENDA
Motion by Mr. Cortez, second by Mr. Shaw to approve the Consent Agenda**.** Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays:0.

Minutes of the July 6, 2021 City Council Meeting

Minutes of the July 14, 2021 Special City Council Meeting

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). **Ordinance No. 2021-094**

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. **Ordinance No. 2021-095**

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. **Ordinance No. 2021-096**

RESOLUTIONS

ORDINANCES – EMERGENCY
COUNCIL BILL NO. 2021-518
Mr. Lawson introduced 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. Motion by Mr. Lawson, second by Mr. Copple that Council Bill No. 2021-518 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adam, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-097**

COUNCIL BILL NO. 2021-606
Mr. Copple introduced 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. Motion by Mr. Copple, second by Mr. Monteleone that Council Bill No. 2021-606 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-098**

ORDINANCES – FIRST READING
COUNCIL BILL NO. 2021-141
Mr. Cortez introduced 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. Motion by Mr. Cortez, second by Mr. Copple to pass Council Bill No. 2021-141 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-141**

COUNCIL BILL NO. 2021-144

Dr. Reid Adams introduced 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. Motion by Dr. Reid Adams, second by Mr. Lawson that Council Bill No. 2021-144 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-144**

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS.

Requests to Address Council

Abbie Covington spoke on the Warriors Pledge from President Ronald Reagan.

James Pierce spoke on vaccinations and urged everyone to do their research.

Deborah Ferguson requested to speak on taxes and vaccinations.

Frank Thompson spoke on infrastructure and the cyber security issue. He had concerns he wanted the City to address. Mayor Stanley replied that due to the ongoing investigation, they could not answer his questions at this time.

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. Copple 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.

There being no further business, the meeting was adjourned at 8:08 p.m.

Respectfully,

Barbara Gollhofer, City Clerk, MPCC

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.

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

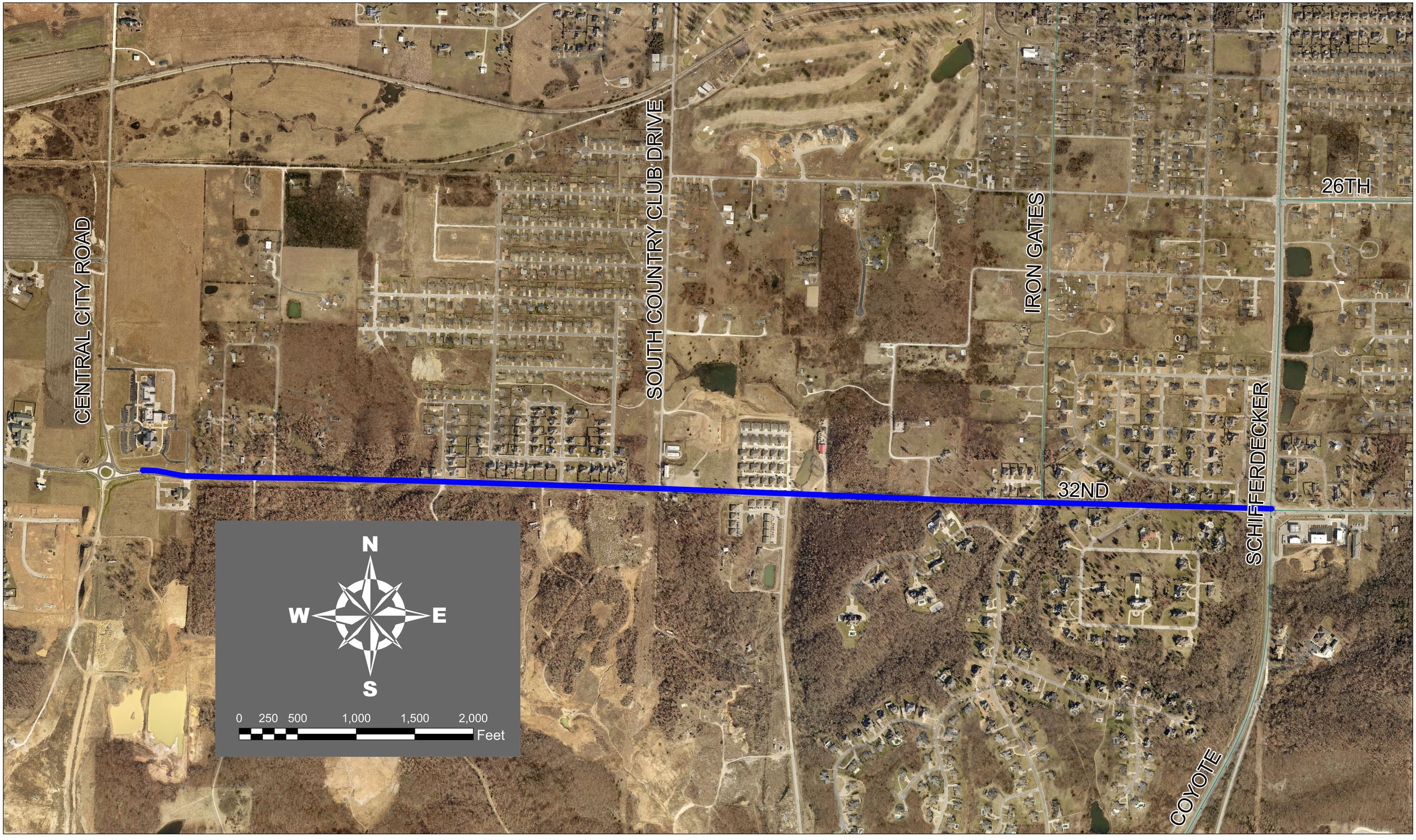
1. Right-of-Way monumentation

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**	

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

BID SUMMARY

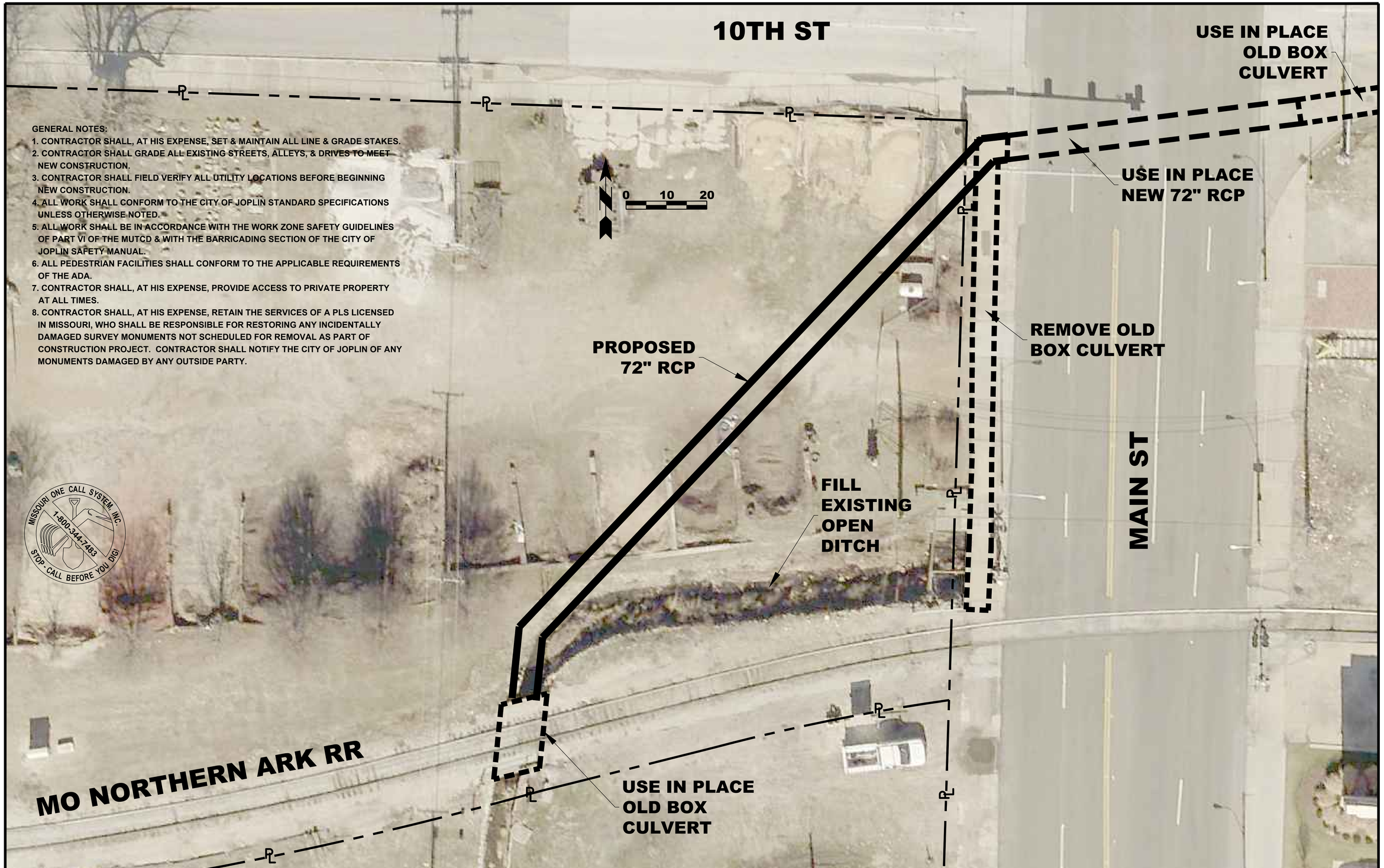
PROJECT: 10th and Main Culvert Replacement

DATE OF BID OPENING: July 20, 2021 10:00 A.M.

Contractor	Bid
Engineer's Estimate	$244,895.00
Southwest Missouri Traffic Management Inc.	**$225,230.00***
Jeff Asbell Excavating & Trucking, Inc	$296,765.00
Sprouls Construction Inc.	$413,652.75

*Denotes Scribner's Error

10TH ST STORM SEWER OCCUPANCY AGREEMENT



GENERAL NOTES:

1. CONTRACTOR SHALL, AT HIS EXPENSE, SET & MAINTAIN ALL LINE & GRADE STAKES.
2. CONTRACTOR SHALL GRADE ALL EXISTING STREETS, ALLEYS, & DRIVES TO MEET NEW CONSTRUCTION.
3. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS BEFORE BEGINNING NEW CONSTRUCTION.
4. ALL WORK SHALL CONFORM TO THE CITY OF JOPLIN STANDARD SPECIFICATIONS UNLESS OTHERWISE NOTED.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE WORK ZONE SAFETY GUIDELINES OF PART VI OF THE MUTCD & WITH THE BARRICADING SECTION OF THE CITY OF JOPLIN SAFETY MANUAL.
6. ALL PEDESTRIAN FACILITIES SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF THE ADA.
7. CONTRACTOR SHALL, AT HIS EXPENSE, PROVIDE ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
8. CONTRACTOR SHALL, AT HIS EXPENSE, RETAIN THE SERVICES OF A PLS LICENSED IN MISSOURI, WHO SHALL BE RESPONSIBLE FOR RESTORING ANY INCIDENTALLY DAMAGED SURVEY MONUMENTS NOT SCHEDULED FOR REMOVAL AS PART OF CONSTRUCTION PROJECT. CONTRACTOR SHALL NOTIFY THE CITY OF JOPLIN OF ANY MONUMENTS DAMAGED BY ANY OUTSIDE PARTY.

CITY OF Joplin	CITY OF JOPLIN, MISSOURI PUBLIC WORKS DEPARTMENT DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 1-417-624-0820 EXT 530 FAX NO: 1-417-625-4738 E-M: DHERTZBE@JOPLINMO.ORG	REV DATE:	REVISION:	SVYD BY: N/A PG/BK: 00/000 SVY DATE: 00/0000 ENGINEER: HERTZBERG	ACAD DWG FILE & PATH NAME: STORM \ 10TH 2019 CONCEPT SCALES: HORZ: 1" = 10' VERT: 1" = N/A	DWN BY: STAFF CKD BY: MARTINEZ APD BY: JOHNSON DATE: 4/2019	PROJECT CONCEPTUAL DWG OF STORM SEWER AT THE SW CORNER OF 10TH & MAIN	PLAN NO: 0000 SHEET 1

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
SOUTHWEST MISSOURI TRAFFIC MANAGEMENT

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Southwest Missouri Traffic Management Inc. Address: 5863 Lark road DIAMOND, MISSOURI 64840	
Attention: David K. Hertzberg		Attention: Sidney F. Davis	
Department: Public Works - Engineering		Phone: 417-437-0285	Fax:
Phone: 417-624-0820 ext 1530	Fax:	10th and Main Culvert Replacement (TS0601)	

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:

10th and Main Culvert Replacement (TS0601)

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 90 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. **Prevailing Wages**. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor

is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

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

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

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

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

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

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

Employer's Liability……. $1,000,000.00

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Two Hundred Twenty-Five Thousand Two Hundred Thirty and 00/100 ($225,230.00) dollars conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 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 Two Hundred Twenty-Five Thousand Two Hundred Thirty and 00/100 ($225,230.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

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

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

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

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

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

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

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

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

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

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

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

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and

that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

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

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

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

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

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

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

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

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

By: _____

David K. Hertzberg, Public Works Director

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-145 – approving a construction agreement with Southwest Missouri Traffic Management Inc. for construction of the 10th and Main Culvert Replacement project.

MEETING DATE
August 2, 2021

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Bid Summary, Agreement, CB2021-145

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Southwest Missouri Traffic Management Inc., in the amount of Two Hundred Twenty-Five Thousand Two Hundred Thirty and 00/100 Dollars ($225,230.00) for construction of the 10th and Main Culvert Replacement project.

BACKGROUND
A 100-foot run of 5' X 6.5' Reinforced Concrete Box (RCB) runs along the west side of Main street and south of 10th street. This section of the storm sewer dates back to the 1930s and serves a dual purpose in acting as a section of sidewalk on the west side of Main street for pedestrians. Heavy rains experienced during the course of its lifetime, coupled with the natural process of deterioration of the box due to its age, has contributed to the failure of this section of the storm sewer system. Currently, the top of the box has collapsed at various points, necessitating the installation of steel plates as a temporary stop gap measure until the box itself can be replaced in its entirety. Identifying the public safety risk posed by the deteriorated condition of the box (including the sidewalk) City staff developed design plans in-house for the replacement of the box culvert.

During the design phase, staff explored the opportunity to improve the hydraulics of the storm sewer conveyance system by improving its capacity and efficiency. In order to achieve this, City staff worked with MNA railroad and successfully reached an agreement which would allow for the extension of an existing 72" RCP storm sewer system and the re-alignment and enclosure of the storm channel in railroad right-of-way. This agreement, passed by council on the November 16th 2020 meeting, allowed for the installation of the improvements as well as the continued occupancy by the City with these improvements within railroad right-of-way. As part of this agreement City staff were able to successfully negotiate with MNA the waiving of the annual fee, agreement processing fee, engineering review fee and contractor right of entry fee normally associated with the Occupancy agreement application. In addressing the stormwater issue, City staff took the opportunity to inject some beautification within the public right-of-way for the area by replacing approximately 230 LF of sidewalk and Curb and Gutter. The project will also greatly improve ADA accessibility with the sidewalk replacement and ADA ramp installation.

In accordance with the City of Joplin's procurement policies, a request for proposals for construction of the 10th and Main Culvert Replacement project was advertised on June 19, 2021. Three proposals were received, and bids were opened on July 20th, 2021 with Southwest Missouri Traffic Management Inc. selected as the lowest, most responsive bidder. The bid was below the Engineer's estimate. Construction inspection services are intended to be performed in-house by the Public Works department.

FUNDING SOURCE

These payments are included in the FY 2020-21 budget of the Parks and Storm Water Sales Tax fund.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2021-145, approving a construction agreement with Southwest Missouri Traffic Management Inc. in the amount of Two Hundred Twenty-Five Thousand Two Hundred Thirty and 00/100 Dollars ($225,230.00) for construction of the 10th and Main Culvert Replacement project on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Specifically, approval of this council bill on an emergency basis will allow for the City to secure material prices under the current volatile market, as well as ensure fabrication of the 72" RCP in expedient fashion to allow for completion of project during the winter months ahead of the spring rains.

COUNCIL BILL NO. 2021-145 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Southwest Missouri Traffic Management Inc., in the amount of Two Hundred Twenty-Five Thousand Two Hundred Thirty and 00/100 Dollars ($225,230.00) for construction of the 10th and Main Culvert Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said construction agreement by and between the City of Joplin and Southwest Missouri Traffic Management Inc., in the amount of Two Hundred Twenty-Five Thousand Two Hundred Thirty and 00/100 Dollars ($225,230.00) for construction of the 10th and Main Culvert Replacement project funded through the Parks and Stormwater Sales Tax, in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

Section 4. That the City of Joplin hereby declares that this ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Specifically, approval of this council bill on an emergency basis will allow for the City to secure material prices under the current volatile market, as well as ensure fabrication of the 72" RCP in expedient fashion to allow for completion of project during the winter months ahead of the spring rains.

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 2021-145

I hereby certify that a sufficient amount is available in the Parks and Stormwater 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
Council Bill 2021-607: AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems

MEETING DATE
August 2, 2021

ORIGINATING DEPT
Information Technology

ATTACHMENTS
CB2021-607 Ordinance; Exhibit A: Annual Support Payment Quotation

REVIEWED BY
Dept. Head: Mark Morris; City Attorney: Peter Edwards; Finance Director: Leslie Haase; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Microsoft for the annual renewal of our Enterprise Software and various Microsoft Specific software licensing.

BACKGROUND
The licensed base of computers for the City of Joplin is 538 units. The Agreement covers the entire desktop professional platform for each computer. This is the Windows Operating System, Microsoft Office 365, and Core Client Access license (also known as CAL). Annually, the City of Joplin and Microsoft will participate in a "true up" process to determine the number of licenses to be covered and renewed. The number of seats/licenses is unchanged from last year.

FUNDING SOURCE
Currently, this item is a budgeted expense in the IT Dept Software Acct #001-2501-500-21.10

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2021-607 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software, as approved in 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, in the FY2020-2021 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to SHI/Microsoft Corporation for the amount of One Hundred Eighty-Nine Thousand, Five Hundred Ninety-six Dollars, Forty Cents ($189,596.40), covering the annual fee for the Enterprise software licensing for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

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

Pricing Proposal
Quotation #: 20705816
Reference #: EA# 90337665/PO# 403821
Created On: 7/7/2021
Valid Until: 8/6/2021

City of Joplin

Mark Morris
MO
United States
Phone: 417-624-0820 x247
Fax:
Email: mmorris@joplinmo.org

Inside Account Manager

Angie M. Orejuela
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-537-7254
Fax:
Email: Angie_Orejuela@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	OfficeProPlus ALNG SA MVL Pltfrm Microsoft - Part#: 269-12442 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	50	$95.01	$4,750.50
2	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL Microsoft - Part#: 6VC-01253 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	50	$17.98	$899.00
3	EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs Microsoft - Part#: 76A-00016 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	50	$108.74	$5,437.00
4	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	2	$586.24	$1,172.48
5	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	16	$125.87	$2,013.92
6	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: PC Prime Vendor Services Contract #: CT160910001	144	$17.74	$2,554.56

	Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3			
7	SysCtrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EN-00198 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	8	$17.98	$143.84
8	SysCtrDatactrCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EP-00208 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	8	$49.09	$392.72
9	VisioStd ALNG SA MVL Microsoft - Part#: D86-01253 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	90	$51.64	$4,647.60
10	WINENTperDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	50	$42.16	$2,108.00
11	EntCALSrvcsforEnt ALNG SubsVL MVL PerUsr Microsoft - Part#: 6PV-00007 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	50	$0.00	$0.00
12	Azure prepayment Microsoft - Part#: 6QK-00001 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	1	$1,215.00	$1,215.00
13	WinE3FromSA ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-10777 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	468	$50.54	$23,652.72
14	O365E3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10842 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	468	$213.84	$100,077.12
15	ECALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12428 Contract Name: PC Prime Vendor Services	118	$38.03	$4,487.54

	Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3			
16	ECALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12436 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	350	$33.17	$11,609.50
17	M365 E3 Unified ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-33204 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Coverage Term: 8/1/2021 – 7/31/2022 **Note:** Year 2 of 3	70	$349.07	$24,434.90
			Total	$189,596.40

Additional Comments

Please note: There are items on this quote that are available under contract # CT160910001. These items are marked on the line item level.Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-007 - Authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Integrated Roadways, LLC, a Missouri limited liability company, for the purpose of developing a smart infrastructure program; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin.

MEETING DATE
August 2, 2021

ORIGINATING DEPT
City Attorney

ATTACHMENTS
CB2021-007; Exhibit A: Memorandum of Understanding and Agreement

REVIEWED BY
Peter Edwards, City Attorney; Leslie Haase, Finance Director; David Hertzberg, PW Director; Troy Bolander, Director Planning, Development & Neighborhood Services; Nick Edwards, City Manager.

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Integrated Roadways, LLC, for the purpose of developing a smart infrastructure program.

BACKGROUND
Integrated Roadways, LLC, has developed "Smart Pavement," which is precast concrete paving slab with embedded fiber optic sensors and wired LAN. The Developer has also developed "Smart Pavement Control Centers," which are multi-rack unit, environmentally controlled roadside equipment cabinets housing servers, routers, power systems, and other IT and ITS equipment.

This MOU is an umbrella understanding under which the parties will undertake activities to facilitate the development of a smart infrastructure program and coordinate the implementation of the smart infrastructure program in the public right-of-way including, but not limited to, the installation and operation of Smart Pavement and Smart Pavement Control Centers.

The cost of installation, maintenance, and operation of the Smart Pavement and Smart Pavement Control Center Project shall be borne by the Developer and the City in a mutually agreeable manner. This MOU does not in any way obligate the City to appropriate or expend any funds.

FUNDING SOURCE
N/A

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

JLP

SMART INFRASTRUCTURE PROGRAM
MEMORANDUM OF UNDERSTANDING

This Smart Infrastructure Memorandum of Understanding (this "MOU") is entered into as of _____, _____, between the **CITY OF JOPLIN, MISSOURI**, a Missouri Municipal Corporation (the "City"), and **INTEGRATED ROADWAYS, LLC**, a Missouri limited liability company, and its successors and assigns (the "Developer"). The City and Developer may each be referred to herein as a "party" and collectively as the "parties."

RECITALS

A. Developer desires to implement a smart infrastructure program in the City that will utilize smart infrastructure that demonstrates new, live-traffic setting technologies.

B. The City desires to leverage technology and upgrade essential infrastructure in order to improve the quality of life of its citizens and desires to assist Developer in implementing a smart infrastructure program in the City.

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

THE TECHNOLOGY

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

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

PURPOSE

The City is committed to improving and enhancing the safety and efficiency of its transportation system through the use of technology. This MOU is an umbrella understanding under which the parties will undertake activities to facilitate the development of a smart infrastructure program and coordinate the implementation of the smart infrastructure program in the public right-of-way including, but not limited to, the installation and operation of Smart Pavement and Smart Pavement Control Centers. The Smart Pavement and Smart Pavement Control Centers will be connected by fiber interconnects and backhaul, all of which shall be located in mutually agreeable areas to be determined by future agreements.

EXH. "A"

This MOU will give the parties the opportunity to investigate the best and most efficient way to implement a smart infrastructure program in the City. This MOU does not represent a commitment on behalf of either party to pursue any specific project. The scope, timing and other terms of the smart infrastructure program will be set forth in a Master Implementation Agreement to be negotiated between the City and the Developer at a later date if the parties, after further investigation, mutually desire to implement a smart infrastructure program.

USE OF THE PUBLIC RIGHT-OF-WAY

Implementation of the smart infrastructure program will require that Developer be given access to and use of public right-of-way. The terms and conditions of Developer's access to public right-of-way shall be set forth in one or more Smart Infrastructure Public Right-of-Way Licenses to be negotiated between the City and the Developer. Each license shall grant Developer a non-exclusive license to occupy, place and maintain Smart Pavement, Smart Pavement Control Centers and associated facilities in certain City infrastructure located in the public right-of-way. No installation may begin until the parties have entered into a license agreement.

OWNERSHIP

Ownership of the Smart Pavement, Smart Pavement Control Centers and associated infrastructure, technologies and data shall remain with the Developer, the specific terms of which will be negotiated between the City and the Developer.

ADDITIONAL AGREEMENTS

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

The parties agree that Developer shall have exclusive rights to provide smart-infrastructure technologies similar to the Smart Pavement and Smart Pavement Control Centers within the City for a period of three years from the date of this MOU. This paragraph shall not be construed as applying to any smart signal technologies that the City may deploy unless the smart signal technology utilizes technology similar to Smart Pavement. In the event no agreements between the City and Developer are reached within one year from the date of this Agreement, the three (3) year exclusivity period will expire at that time.

The City and Developer will cooperate on any joint publicity and public relations initiative related to any announcements regarding this MOU.

PROJECT COSTS

The cost of installation, maintenance and operation of the Smart Pavement and Smart Pavement Control Center Project shall be borne by the Developer and the City in a mutually agreeable manner. The parties intend to apply for federal, state and/or local grant funding for emerging transportation technologies to offset project costs. This MOU does not in any way obligate the City to appropriate or expend any funds, although the governing body of the City may decide to appropriate or spend funds in the future.

TERM

The parties shall in good faith attempt to negotiate and execute a definitive agreement providing for the implementation of smart infrastructure within one year from the execution of this MOU. This MOU shall terminate on the first to occur of the execution of a definitive agreement between the parties or the one-year anniversary date of this MOU.

ASSIGNMENT

The City acknowledges that Developer may assign its rights and obligations under this MOU to an affiliate of Developer or an entity set up for the specific purpose of implementing the smart infrastructure project within the City.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first above written.

CITY OF JOPLIN, MISSOURI,
a Missouri Municipal Corporation

By:_____
Nicholas Edwards,
City Manager

[SEAL]

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

INTEGRATED ROADWAYS, LLC,
a Missouri limited liability company

By:_____
Managing Member

COUNCIL BILL NO. 2021-007 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Integrated Roadways, LLC, a Missouri limited liability company, for the purpose of developing a smart infrastructure program; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, to enter into an agreement with Integrated Roadways, LLC, a Missouri limited liability company, for the purpose of developing a smart infrastructure program, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-008: authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an Agreement with Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin.

MEETING DATE
August 2, 2021

ORIGINATING DEPT
Legal – City Attorney

ATTACHMENTS
CB2021-008; Exhibit A: Interim Operating Agreement

REVIEWED BY
Peter Edwards, City Attorney; Leslie Haase, Finance Director; David Hertzberg, PW Director; Troy Bolander, Director Planning, Development & Neighborhood Services; Nick Edwards, City Manager.

SUMMARY
This Council Bill authorizes the City to enter into an Agreement with Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation.

BACKGROUND
Bird Rides, Inc., is a company that rents electric scooters that may reach speeds of 15 mph. The Agreement is for a one-year pilot program and allows Bird to operate up to 150 scooters in the City's right-of-way. The City will be paid $2,500 plus $0.15 per ride. The Agreement provides for Bird Rides, Inc., to operate a fleet of Bird scooters in the City of Joplin, subject to the regulations set forth more fully in the attached Agreement.

The City Council heard a formal presentation from Bird in June, 2021, with Michael Covato and the local representative/operator, Zack McNelly.

FUNDING SOURCE
N/A

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

PCE:ab

INTERIM OPERATING AGREEMENT FOR IMPLEMENTATION OF A SHARED ACTIVE TRANSPORTATION OPERATION BETWEEN BIRD RIDES, INC. AND CITY OF JOPLIN, MISSOURI

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

WITNESSETH:

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

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

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

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

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

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

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

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

Section 3. Definitions.

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

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

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

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

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

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

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

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

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

Section 4. Company Responsibilities.

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

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

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

4.4. **Time for corrective actions.** Company shall respond to public, Rider, or City requests for rebalancing, reports of incorrectly parked Small Vehicles, or reports of unsafe/inoperable Small Vehicles by relocating, re-parking, or removing Small Vehicles completely within two (2) hours of receiving written or oral notice between the hours of 7:00 a.m. and 7:00 p.m. and within two (2) hours the following day if it is after those times. City representatives may relocate, re-park, or adjust incorrectly parked or unsafe/inoperable Small Vehicles without providing notice to Company.

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

4.5 **Fleet size.** Company shall begin operations in Joplin, Missouri corporate limits with a Fleet of one hundred fifty (150) Small Vehicles. Company shall not increase the size of its Fleet beyond fifty (50) Small Vehicles without City's approval pursuant to Section 5 of this Agreement. However, City may deny a request to increase the Fleet size as described herein if in its sole discretion it determines that an increase would not be in the best interest of the public health, safety, or welfare.

4.6 **Consideration.** In addition to any taxes and fees imposed by City's Code of Ordinances to operate a business, Company shall remit a regulatory fee of two thousand five hundred dollars ($2,500.00), to be paid within thirty (30) days of the Effective Date, and a ridership fee of $0.15 per ride for each Small Vehicle. Such fees shall be remitted as follows:

a. Payments to be made to the City quarterly. Each payment shall be remitted to City by no later than thirty (30) days after the end of a quarter. Quarters shall be considered three (3) month intervals within a standard calendar year.

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

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

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

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

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

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

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

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

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

viii. To the extent Company desires to park Small Vehicles in areas other than the public right-of-way, Company must first obtain the right to do so from

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

4.8 **Monitors.** Company shall at its own expense initiate a program in City within thirty (30) days of the Effective Date to run throughout the duration of this Agreement that enlists employees, contractors, volunteers, or any other person Company deems appropriate to monitor Small Vehicles and ensure compliance on behalf of Company with the Parking Regulations established in Section 4 of this Agreement.

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

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

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

trip purpose, etc., collected by Company shall be provided to City on a monthly basis, or upon request. Company shall make available to City any information from private entities related to requests for Small Vehicles not to be used or parked at a private location on a monthly basis, or upon request. Any data shared by Company with City will comply with Company's terms of service and privacy agreement with Riders and will not reveal proprietary information that puts at risk Company or its employees, agents, or Riders.

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

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

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

4.13 **Daily Removal.** Small Vehicles may be available for use between the hours of 4:00 a.m. and Midnight.

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

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

Section 5. City's Obligations.

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

Notwithstanding anything herein, the Parties agree that City shall have the right to work within and restrict access to portions of the right-of-way, whether by its own forces or contracted forces. The City shall have sole discretion to limit or restrict the use of Small Vehicles in certain areas of the City and on certain streets within the City. Company shall submit its plan for its service area to the City's Public Works Director for approval upon execution of this Agreement.

5.2 **Approval.** City may deny any increase for more than one hundred and fifty (150) Small Vehicles if City in its sole discretion believes that an increase is not in the best interest of the safety, health, or welfare of its residents or visitors.

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

Section 7. Default or Termination.

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

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

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

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

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

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

Section 10. Impounding. Company agrees to the following penalties and procedure for those Small Vehicles subject to impounding as described herein. City may remove a Small Vehicle that impacts with the health, safety, or welfare of City residents or visitors and may store the impounded Small Vehicles at a location convenient for the City. City shall give notice and opportunity to cure to Company of the Small Vehicle that impacts the health and safety if it can reasonably do so without affecting health and safety concerns. City will provide photographic or written documentation to Company of the violation. City may assess a penalty of fifty dollars ($50.00) for each Small Vehicle it impounds. City shall notify the Company of the impounded Small Vehicles and their location. In such instances, Company shall retrieve Small Vehicles from City within twenty-four (24) hours of receiving notice. Company will be responsible for paying a performance bond for each Small Vehicle deployed in City as further described herein. Company is responsible for paying storage costs of fifty dollars ($50.00) per day, penalties, and all other expenses related to the impounding before having the Small Vehicles returned. If Company does not retrieve the Small Vehicles within (24) hours of receiving notice, City may draw upon the performance bond to recover costs to City and may dispose of Small Vehicles at Company's expense within seventy-two (72) hours of providing notice. City may invoice the Company for the cost of disposal and Company agrees to pay the invoice within ten (10) days of receipt.

Section 11. Performance Bond. Intentionally left blank.

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

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

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

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

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

v. The City of Joplin, its elected officials and employees are to be Additional Insured with respect to the terms to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the Company and the City. Company is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

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

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

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

Section 13. Miscellaneous.

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

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

13.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Jasper County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

13.4. **Unauthorized Aliens Prohibited.** Company shall comply with Missouri Revised Statute Section 285.530 in that Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work

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

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

13.6. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement, unless otherwise specified herein, shall be delivered via email correspondence with an optional dated copy sent via certified mail to the addresses below.

IF TO CITY:

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

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

IF TO COMPANY:

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

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

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas Edwards, City Manager

Date: _____

ATTEST:

By: _____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

By: _____
Peter C. Edwards, City Attorney

BIRD RIDES, INC.

By: _____

_____
(Printed Name)

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

COUNCIL BILL NO. 2021-008 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation; and authorizing the City Manager to execute said agreement 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, a Missouri municipal corporation, and Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin, and the City Manager is further authorized to execute agreements substantially in the form of Exhibit A in subsequent years.

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

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Lynden Lawson Assistant Director of Public Works for Operations		Attention: Jared Nichols, P.E	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 560	Fax: 417-625-4738	Project: Shoal Creek WWTF Drying Bed Covers	

WORK AUTHORIZATION NUMBER AMA-OC21-012
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 Dated January 21, 2021.

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC21-012 exceed the sum of Seventy Thousand and no/100 Dollars ($70,000.00).

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.

_____

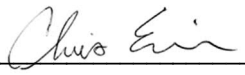
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Chris Erisman

Title: First Vice President

Date: July 20, 2021

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-021-012 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Shoal Creek WWTF Drying Bed Covers)

1. SERVICES

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

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase, and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the improvements project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Addition of covers over the sludge drying beds and replacement of valves at the drying beds.

1.1.3.2 Design of improvements for integration at the existing facilities.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the improvements at the existing facilities.

1.1.3.4 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part time with an estimated construction duration of 6 months (up to 180 hours of inspection time).

1.2 Planning and Design Phases.

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

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

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities and facilities located within project boundary.

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

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

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

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

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

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

1.3 Bidding and Construction Phase

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

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

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

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

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

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

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

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

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

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

moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

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

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

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

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER's RPR shall act as the OWNER's agent at the site, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

1.4.2.1 Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by contractor and consult with ENGINEER concerning acceptability.

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

a) Record date of receipt of shop drawings and samples.

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to

ENGINEER.

c) Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

1.4.3.1 Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the

means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.5 Shall not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

1.4.3.6 Shall not accept shop drawing or sample submittals from anyone other than contractor.

1.4.3.7 Shall not authorize OWNER to occupy the project in whole or in part.

1.4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Following receipt of the Notice to Proceed:
Within 4 months preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER.
After OWNER approves design plans, contract documents, and specifications:
Anticipate 3 months to advertise, bid, award, and have fully executed contract documents.
Anticipate 6 months for construction of proposed improvements.
Construction Phase Services and Inspection are based upon an anticipated 6-month construction period.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2021-2023"; with a total compensation ceiling of $70,000, as set forth in Work Authorization Number AMA–OC-021-012 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.1, 1.1.3.2, and 1.2)	$30,000
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$20,000
Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4)	$20,000
Total Estimated Maximum Fee – All Services	$70,000

Total estimated fee based on a projected construction cost of approximately $700,000.

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2021-2023

LABOR RATES

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

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

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NON-LABOR RATES

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

COUNCIL BILL NO. 2021-146 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seventy Thousand and 00/100 Dollars ($70,000.00) for the Shoal Creek WWTF Drying Bed Covers Project; 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 said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seventy Thousand and 00/100 Dollars ($70,000.00), a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Wastewater Treatment Fund.

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 2021-146

I hereby certify that a sufficient amount is available in the Wastewater Treatment Fund to pay the amounts called for in the referenced Work Authorization.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-146
Work Authorization for Engineering services for the Shoal Creek Wastewater Treatment Facility (WWTF) Drying Bed Covers project.

MEETING DATE
August 2, 2021

ORIGINATING DEPARTMENT
Public Works - Operations

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

ATTACHMENTS
CB2021-146 Ordinance; Work Authorization

SUMMARY
This Council Bill approves a Work Authorization with Allgeier, Martin, and Associates, Inc., for Engineering services for the Shoal Creek WWTF Drying Bed Covers project in the not to exceed amount of Seventy Thousand and 00/100 Dollars ($70,000.00).

BACKGROUND
The residue that is removed from wastewater during the treatment process is called biosolids ("sludge"). The Operating Permit for the Shoal Creek WWTF allows this residue to be land applied to fields in the vicinity of the city. Because the drying beds at Shoal Creek are not covered, rainfall slows down the sludge drying process, which negatively affects operations and timely sludge hauling to land application sites. Typically, roofs are built over drying beds to keep out the majority of rainfall. The Shoal Creek covers will be an open-walled structure covering approximately half of the 8 drying beds. The structures will be similar to what was installed at the Turkey Creek WWTF previously. Allgeier, Martin, and Associates, Inc., (AMA) was chosen as the most-qualified on-call wastewater/sanitary sewer consultant to design and oversee the improvements. The consultant's fees are within industry standards for the services to be provided, which consist of design, survey, preparation of bid documents, and site observations. Additionally, AMA will provide structural inspections during construction in coordination with the City's Building Department.

FUNDING SOURCE
FY 2020-2021 budget for the Wastewater Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on 1st Reading.

CB 2021-275

Case 034-21: Preliminary Plat Review – A request to review the Preliminary Plat of Lou and Odes Acres located at the Southwest corner of the intersection of W. 26th St. and S. Winfield Ave. – Michael and Kyle Carder.

John Bolte, Small Arrow Engineering, 1302 S. Main Street, Joplin, MO. This is an infill project and has been in Michael Carders family for quite a long time. It is vacant property that has been designed to be developed into 6 lot projects at the SW intersection of 26th and Winfield Ave. There has been some work done to address some drainage matters. Lot 6 is a somewhat over size lot which wraps around the backside of Michael Carders home and designed a detention basin to divert water from the new homes. This will discharge in a wooded area, which makes like a buffer. Currently, two of the lots are already spoken for in this project and four more lots will be coming up for sale as soon as this has passed. As far as utilities there is already existing sewer and water.

Mr. Eastman asked if covenants had been established.

Mr. Carder stated that there will be one, but as of right now there is not.

Mr. Eastman asked if Commissioners had any questions for Mr. Bolte?
Mr. McCullough wanted to know if Mr. Carder was going to be the Owner/Developer and if so, what is the square footage of the houses?

Mr. Carder stated that the lots will be sold off and there will be restrictions on the builds.

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

MR. KIMBLE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 034-21 BE APPROVED. MR. EASTMAN, MS. STEELE, MR. KIMBLE, MR. MCCULLOUGH, MS. PHILLIPS, AND MS. WARREN VOTING "AYE", (6 IN FAVOR, 1 ABSENT)

Case 035-21: Final Plat Review - A request to review the Final Plat of Lou and Odes Acres located at the Southwest corner of the intersection of W. 26th St. and S, Winfield Ave. – Michael and Kyle Carder.

John Bolte, Small Arrow Engineering, 1302 S. Main Street, Joplin, MO. This is the final plat of Lou and Odes Acres. It is the six-lot plat and lot 6 was left over sized for the basin drainage. Again, a big portion of that is wooded. This will not be developed to create a buffer between the new homes to be built and the existing homes.

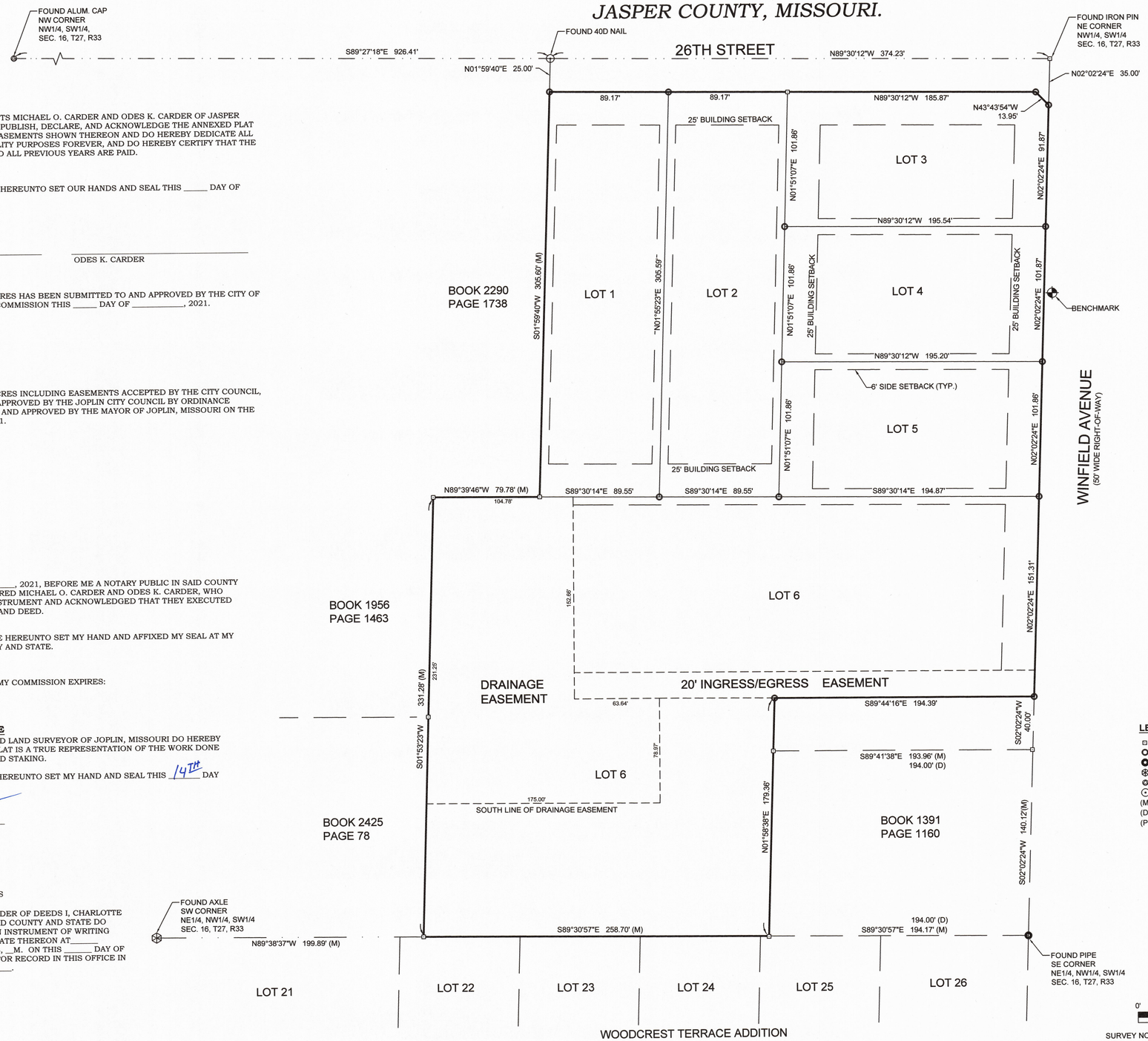
Mr. Eastman asked if there was anyone in the audience to speak in favor of this case? There was not. Is there anyone to speak in opposition of this case? There was not.

MS. STEELE MOVED, SECONDED BY MS. PHILLIPS THAT CASE 035-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. EASTMAN, MS. STEELE, MR. KIMBLE, MR. MCCULLOUGH, MS. PHILLIPS, AND MS. WARREN VOTING "AYE", (6 IN FAVOR, 1 ABSENT)

FINAL PLAT OF

LOU AND ODES ACRES

AN ADDITION TO THE CITY OF JOPLIN
JASPER COUNTY, MISSOURI.



DEDICATION
KNOW ALL ME BY THESE PRESENTS MICHAEL O. CARDER AND ODES K. CARDER OF JASPER COUNTY, MISSOURI, DO HEREBY PUBLISH, DECLARE, AND ACKNOWLEDGE THE ANNEXED PLAT THEREOF WITH THE LOTS AND EASEMENTS SHOWN THEREON AND DO HEREBY DEDICATE ALL EASEMENTS AS SHOWN FOR UTILITY PURPOSES FOREVER, AND DO HEREBY CERTIFY THAT THE TAXES FOR THE YEAR _____ AND ALL PREVIOUS YEARS ARE PAID.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS _____ DAY OF _____, 2021.

_____ _____
MICHAEL O. CARDER ODES K. CARDER

THIS PLAT OF LOU AND ODES ACRES HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2021.

_____
CHAIRMAN

THIS PLAT OF LOU AND ODES ACRES INCLUDING EASEMENTS ACCEPTED BY THE CITY COUNCIL, HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____, DULY PASSED AND APPROVED BY THE MAYOR OF JOPLIN, MISSOURI ON THE _____ DAY OF _____, 2021.

_____
MAYOR

STATE OF MISSOURI
COUNTY OF JASPER } SS

ON THIS _____ DAY OF _____, 2021, BEFORE ME A NOTARY PUBLIC IN SAID COUNTY AND STATE PERSONALLY APPEARED MICHAEL O. CARDER AND ODES K. CARDER, WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT MY OFFICE IN JOPLIN, SAID COUNTY AND STATE.

_____ MY COMMISSION EXPIRES:
NOTARY PUBLIC

SURVEYORS CERTIFICATE
I, BRIAN A. ATNIP, A REGISTERED LAND SURVEYOR OF JOPLIN, MISSOURI DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE REPRESENTATION OF THE WORK DONE IN THE FIELD FOR PLATTING AND STAKING.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS 14TH DAY OF JUNE, 2021.

Brian A Atnip
BRIAN A. ATNIP LS 2008000859

STATE OF MISSOURI
COUNTY OF JASPER } SS

IN THE OFFICE OF THE RECORDER OF DEEDS I, CHARLOTTE PICKERING, RECORDER OF SAID COUNTY AND STATE DO HEREBY CERTIFY THAT WITHIN INSTRUMENT OF WRITING AND PLAT WAS WITH CERTIFICATE THEREON AT_____ O'CLOCK AND _____ MINUTES, __M. ON THIS _____DAY OF _____, 2021, DULY FILED FOR RECORD IN THIS OFFICE IN BOOK _____ AT PAGE _____.

_____
RECORDER OF DEEDS

SURVEYORS DESCRIPTION
ALL THAT PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 27, RANGE 33, BEING A PART OF MISCELLANEOUS TRACT 3 OF SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE N02°02'24"E A DISTANCE OF 180.12 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N02°02'24"E A DISTANCE OF 446.91 FEET;
THENCE N43°43'54"W A DISTANCE OF 13.95 FEET;
THENCE N89°30'12"W A DISTANCE OF 364.21 FEET;
THENCE S01°59'40"W A DISTANCE OF 305.60 FEET;
THENCE N89°39'46"W A DISTANCE OF 79.78 FEET;
THENCE S01°53'23"W A DISTANCE OF 331.28 FEET;
THENCE S89°30'57"E A DISTANCE OF 258.70 FEET;
THENCE N01°58'38"E A DISTANCE OF 179.36 FEET;
THENCE S89°44'16"E A DISTANCE OF 194.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.3 ACRES MORE OR LESS.

CLASS OF PROPERTY
URBAN

SOURCE DOCUMENTS
DEED BOOK 731 PAGE 474
DEED BOOK 901 PAGE 335
DEED BOOK PAGE 2405 PAGE 116 & 119

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

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 29097C0266E, WHICH BEARS AN EFFECTIVE DATE OF 11/2/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

PROPERTY OWNER & SUBDIVIDER
MICHAEL O. CARDER
ODES K. CARDER
2636 S. WINFIELD AVENUE
JOPLIN, MISSOURI, 64804

BUILDING SETBACKS
FRONT SETBACK - 25'
SIDE SETBACK - 6'
REAR SETBACK - 25'

SUBDIVISION INFORMATION

TOTAL ACRES:	5.3
TOTAL NUMBER OF LOTS:	6
ZONING:	R-1
MAXIMUM LOT SIZE:	115,248 S.F.
MINIMUM LOT SIZE:	19,880 S.F.
AVERAGE LOT SIZE:	41,000 S.F.

BENCHMARK
EXISTING MANHOLE RIM ELEVATION 1065.41' (NAVD 88)

LEGEND
- FOUND IRON PIN
- SET IRON PIN
- FOUND PIPE
- FOUND AXLE
- FOUND ALUM MON
- FOUND NAIL
- (M) MEASURED
- (D) DEED
- (P) PLAT

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

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

0' 40' 80'

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

STATE OF MISSOURI
BRIAN A. ATNIP
NUMBER
PLS-2008000859
PROFESSIONAL LAND SURVEYOR
6/14/21

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

DRAWN JPM	DATE 6/14/2021	MICHAEL O. & ODES K. CARDER - PART OF MISC. TRACT 3 SEC. 16 T27, R33, JOPLIN, JASPER COUNTY, MO.
APPROVED BAA	DATE 6/14/2021	
SCALE 1"=40'	SHEET 1 OF 1	PROJECT # 21080

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

STAFF PLANNING REPORT
Final Plat

CASE 035-21 Final Plat Review

NAME OF SUBDIVISION Lou and Odes Acres

LOCATION: Southwest Corner of W. 26th St. and S. Winfield Ave.

APPLICANT: Michael and Kyle Carder

PRESENT ZONING: R-1

PRESENT LAND USE: Vacant

SITE CONTEXT:

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

SUBDIVISION:

Number of lots
6

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
W. 26th St.	Collector	60'
S. Winfield Ave.	Local	50'

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

No. Lots facing 26th St. are located to the West of the intersection further down enough to be clear of conflict with the intersection. The corner lot will be required to have its driveway on Winfield.

UTILITIES: In place. Stormwater detention will be located on Lot 6 in the Southwest Corner.

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: 035-21
Date Filed: _____
Date of Meeting: 7-12-21
Filing Fee: _____

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Lou and Odes Acres
II. Name of Owner: Michael Carder and Kyle Carder
III. Name of Subdivider: Michael + Kyle Carder
IV. Name of Person who prepared the Plat: MJ Surveying
V. Date of Hearing: July 12, 2021
VI. Location of Property by Streets: 26th + Winfield
VII. Present Zoning of Property: R-1
VIII. Present Uses of Property: Vacant
IX. No. of Acres in Total Tract: 5.3 No. of Lots: 6

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

IX. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision	X	
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	X	
C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	X	
D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and		

decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. X ____

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. X ____

F. Exact locations, widths and names of all streets and alleys to be dedicated. X ____

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. X ____

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. X ____

I. Building setback lines on the front and side streets with dimensions. X ____

J. Name and address of the registered land surveyor preparing the plat. X ____

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. X ____

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. X ____

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? X ____

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. X ____

B. Dedications or reservations. X ____

C. Surveyor preparing plat. X ____

XIII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? X ____

XIV. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? X ____

B. If so, has a copy been submitted? X _____

XV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition (%)
Streets	_____	_____	_____
Water	_____	_____	_____
Sewer	_____	_____	_____
Sidewalks	_____	_____	_____
Other, as required			
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

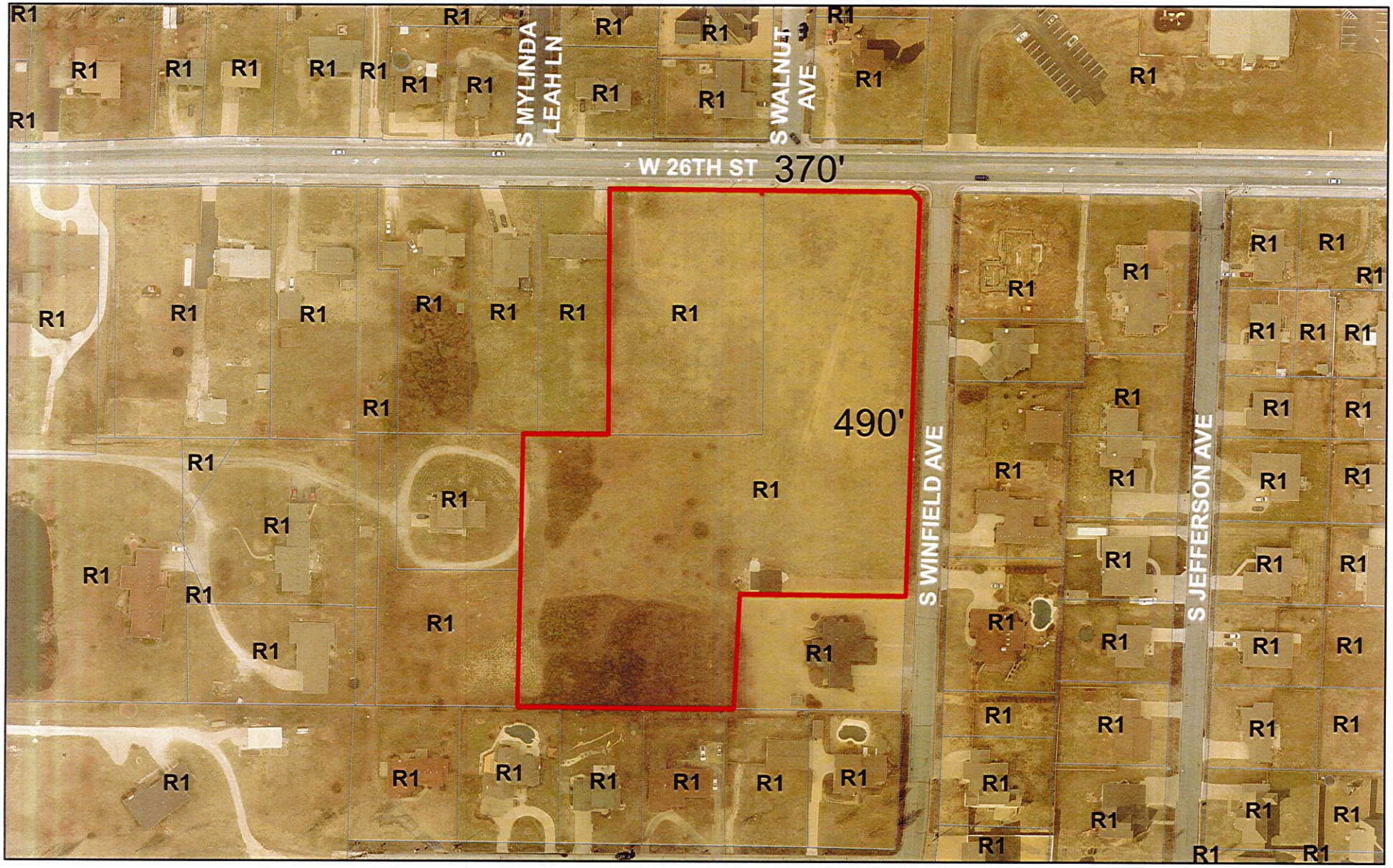
XVI. Are additional comments attached? _____ _____

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

Michael O. Carder O. Zig Carder 6/14/21

Signature Date

Case 035-21: Final Plat Review



Case 035-21: Final Plat Review – A request to review the Final Plat of Lou and Odes Acres located at the Southwest corner of the intersection of W. 26th St. and S. Winfield Ave. – Michael and Kyle Carder

0 85 170 340 510 680 Feet

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-276-Final Plat Review

MEETING DATE:
August 2, 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 035-21: Final Plat Review – A Request to review the Final Plat of Lou and Odes Acres located at the Southwest corner of the intersection of W. 26th Street and S. Windfield Ave. – Michael and Kyle Carder

BACKGROUND:
This subdivision will be 6 residential lots, zoned R-1 Single-family residential. Utilities will not need to be extended, though stormwater detention will be located on Lot 6. This plat meets the requirements of the subdivision regulations.

PLANNING & ZONING COMMISSION TESTIMONY:
John Bolte, Small Arrow Engineering, 1302 S. Main Street, Joplin, MO. This is the final plat of Lou and Odes Acres. It is the six-lot plat and lot 6 was left over sized for the basin drainage. Again, a big portion of that is wooded. This will not be developed to create a buffer between the new homes to be built and the existing homes.

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 035-21.
Planning & Zoning Commission recommends approval for Case 035-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-276, Staff Planning Report, P&Z Commission Minutes.

P & Z Case 035-21
Michael and Kyle Carder
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-276 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Lou and Odes Acres Subdivision located at the Southwest corner of the intersection of W. 26th St. and S. Winfield Ave.

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

Section 1. That the grades in the Plat of Subdivision located at the Southwest corner of the intersection of W. 26th St. and S. Winfield in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

All that part of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southwest quarter (SW ¼) of Section 16, Township 27, Range 33, being a part of miscellaneous Tract 3 of Section 16, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri described as follows: Commencing at the Southeast corner of said Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼); Thence N02°02'24" a distance of 180.12 feet to the point of beginning; Thence continuing N02°02'24"E a distance of 446.91 feet; Thence N43°43'54"W a distance of 13.95 feet; Thence 89°30'12"W a distance of 364.21 feet; thence S01°59'40"W a distance of 305.60 feet; Thence N89°39'46" a distance of 79.78 feet; Thence S01°53'23"W a distance of 331.28 feet; Thence S89°30'57"E a distance of 258.70 feet; Thence N01°58'38"E a distance of 179.36 feet; Thence S89°44'16" a distance of 194.39 feet to the point of beginning. Containing 5.3 Acres more or less.

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

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-277-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.

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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:

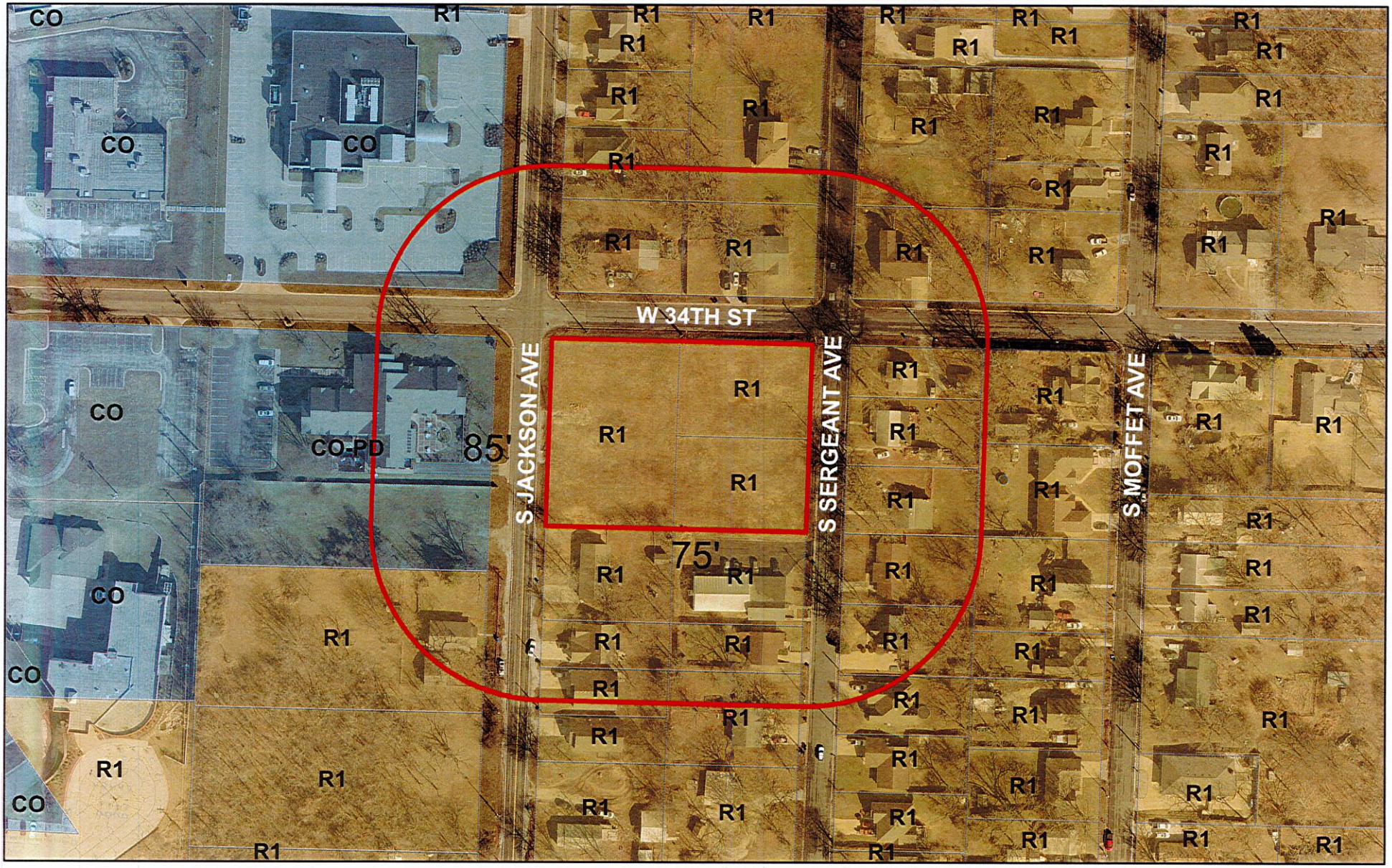
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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