JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 19, 2022
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. ARPA Project Updates

      Documents:

      JOPLIN CITY COUNCIL - ARPA PROGRAM UPDATE 09.19 FINAL V2.PDF

   2. Broadband Update

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Brian Evans Requested To Speak On Responding To Stinnett's Concerns In Last Meeting.

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of The September 6, 2022 City Council Meeting

      Documents:

      SEPTEMBER 6, 2022 MINUTES.PDF

   2. COUNCIL BILL NO. 2022-007

AN ORDINANCE establishing additional catastrophic injury and death benefits for certain police officers, firefighters and other employees.

Documents:

CB 2022-007.PDF

3. COUNCIL BILL NO. 2022-148
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Sixty-Six Thousand Five Hundred and 00/100 Dollars ($166,500.00) for the Golf Links Lift Station Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2022-148.PDF

4. COUNCIL BILL NO. 2022-276
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and including in District C-O (Non-retail Commercial) property as described below and located approximately 215 feet north of the intersection of N. Florida Ave. and E. Newman Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-276.PDF

5. COUNCIL BILL NO. 2022-279
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-family Residential) and including in District C-1-PD (Neighborhood Commercial Planned Development) property as described below and located at 2601 E. 20th St., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-279.PDF

6. COUNCIL BILL NO. 2022-280
AN ORDINANCE establishing grades and accepting the E 32nd Place First Plat located at E. 32nd St. and Hammons Blvd., in the City of Joplin, Newton County, Missouri.

Documents:

CB2022-280.PDF

9. **Resolutions**

1. RESOLUTION NO. 2022-014
   A RESOLUTION authorizing the signing of the Joplin HOME Consortium American Recovery Plan Federal Assistance Agreement with the U.S. Department of Housing and Urban Development as required for HOME ARP implementation as outlined in CPD-21-10: Requirements for the Use of Funds in the HOME-ARP Program.; and authorizing the City Manager to sign said agreement for and on behalf of the City of Joplin.

   Documents:

   HOME ARP FINAL RESOLUTION SUMMARY.PDF
   2021 HOME ARP AMENDMENT FOR COUNCIL.PDF
   HOME-ARP-ALLOCATION-PLAN-DRAFT.PDF
   HOME ARP FINAL RESOULUTION.PDF

2. RESOLUTION NO. 2022-015
   A RESOLUTION of the City of Joplin, Missouri, Authorizing the City Manager to submit a resolution of support for the application to the Missouri Department of Transportation, Governor's Transportation Cost Share Program, for grant funds for the Zora Widening Improvements project, from Rangeline Road to MO-249.

   Documents:

   RS 2022-015 COST SHARE ZORA WIDENING SUMMARY.PDF
   RS 2022-015 COST SHARE ZORA WIDENING.PDF

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2022-363
   AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 2201 S. Empire Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Ninety-nine dollars & ninety eight cents ($3,899.98); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

   Documents:

   SUMMARY (GREEN).PDF
   C.B. PICS 2201 S EMPIRE AVE.PDF
   2201 S. EMPIRE AVE.PDF
   CB2022-363BILL.PDF

2. COUNCIL BILL NO. 2022-364

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 802 E. Broadway St. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Ninety-nine dollars & ninety-eight cents ($3,899.98); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN) 802 BROADWAY.PDF
802 E. BROADWAY PICTURES.PDF
802 E. BROADWAY.PDF
CB2022-364BILL.PDF

3. COUNCIL BILL NO. 2022-365
AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 827 S. Empire Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred dollars & ($3,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2022-365 827 EMPIRE.PDF
SUMMARY (GREEN) 827 EMPIRE.PDF
827 S. EMPIRE PICTURES.PDF
827 S. EMPIRE AVE.PDF

4. COUNCIL BILL NO. 2022-610
AN ORDINANCE approving the issuance of a Purchase Order to U.S. Digital Designs to cover the purchase of fire station alerting package as approved in the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-523 on October 18, 2021, to adjust appropriations and containing an emergency clause.

Documents:

2022- U.S. DIGITAL DESIGNS SUMMARY SHEET[10657].PDF
COPY OF BID TABULATION FORM.PDF
FIRE STATION ALERTING SYSTEM.PDF
USDD.MO_JOPN.ALL STATIONS.FSA.2022.09.12 V1.PDF
CB2022-610 US DIGITAL DESIGNS COUNCIL BILL.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2022-281
AN ORDINANCE approving an Agreement between the City of Joplin,

Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

Documents:

COUNCIL SUMMARY SHEET UPWP23.PDF
JATSO FY23 CPG AGREEMENT.PDF
2023UPWPFINAL.PDF
COUNCIL BILL 2022-281.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**
    1. Confirm Boards And Commissions Appointments
    2. Vote To Go Into Closed Session, Which Shall Pertain To The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information As Set Forth In Section 610.021(3) RSMo, As Amended, 2020, More Specifically For The Purpose Of Evaluating Certain Council Employees. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 15th day of September 2022 (RSMo 610.020)

ARPA Project Updates

JOPLIN, MISSOURI

SEPTEMBER 19, 2022

Agenda

1. Overview
   - Background
   - Program Status
   - Joplin Top 20 Projects
2. Program Updates
   - State Grants
   - County Support
   - Project Overviews
3. Financial Summary

Background

- On July 18th, our team proposed over 70 local unfunded projects to City Council to prioritize ARPA project spending
- Later in August, City Council officially approved the project list that outlined the priorities for ARPA spending
- Throughout August and September, our team worked with City staff to monitor and seek funding for these projects
- The largest potential funding source is from the State of Missouri ARPA funds. However, the State is rolling out funding opportunities over the course of the next few months
  - *No Awards have been released at this time*

ARPA Program Status

Step 1 – Collection

- The initial prioritization scores were collected over the span of two weeks

Step 2 – Results

- Report out on ALL project scores according to Department Head and City Council ranking

Step 3 – Finalize and Adopt Project Prioritization

- Finalize Community Project Prioritization and Present Resolution for Council Adoption

Step 4 – Commit Funds and Apply for Grants

- Apply and secure additional funding to increase the Return Of Investment (ROI) of ARPA spending with Council approval

Joplin Top 20 Projects

ARPA Eligible (EC-1 to EC-6)
Need more development
EC-6 Only

Rank	Project	Category	Cost Estimate
1	Neighborhood Improvements Estimate	Housing	$5,000,000
2	**City of Joplin Fiber Backbone Network**	**Broadband**	**$17,000,000**
3	**MOSWIN Interoperability Radio System**	**Public Safety**	**$600,000**
4	Home Rehabilitation and Repair	Housing	$3,000,000
5	**Police Equipment**	**Public Safety-P**	**$1,440,000**
6	East Town Infrastructure and Revitalization	Transportation	$5,400,000
7	Replacement and Relocation of Joplin Fire Station 3	Public Safety-P	$6,500,000
8	Tin Cup Parallel Force Main and Lift Station Improvements	Sewer/Water	$4,750,000
9	Wastewater Treatment – Trickling Filter Replacement	Sewer/Water	$7,700,000
10	**Fire Equipment**	**Public Safety-F**	**$253,000**
11	Pennsylvania Avenue Viaduct Removal & Road Replacement	Transportation	$2,300,000
12	Shoal Creek WWTF Final Clarifier	Sewer/Water	$3,500,000
13	**East Town Stormwater Improvements**	**Stormwater**	**$1,426,000**
14	Neighborhood Sidewalk Repair and Replacement	Transportation	$4,000,000
15	Glendale Parallel Replacement Phase I	Sewer/Water	$2,500,000
16	City Facilities Video Security Enhancements	Internal City	$250,000
17	**17th Street and Annie Baxter Stormwater Improvements**	**Stormwater**	**$740,500**
18	Tin Cup Trail and Underpass	Transportation	$4,800,000
19	**Zora St Widening / Improvements from Range Line to MO249**	**Transportation**	**$12,000,000**
20	**Construction Investment MSSU Health Science Innovation Center**	**Subrecipient**	**$5,000,000**

27	**Joplin East Industrial Park Culvert Replacement**	**Stormwater**	**$2,800,000**
30	**20th Street Widening / Improvements from Schifferdecker Avenue to the Missouri/Kansas State Line**	**Transportation**	**$12,000,000**
31	**Dover Outdoor Recreation Area (DORA)**	**Parks**	**$4,000,000**
34	**Create or Expand New Industrial Park**	**Econ Develop**	**$3,000,000**

Program Updates

State Grants – *Available and Applied*

Grant	Application Period	Project
Drinking Water Infrastructure Grant	May 16 – July 14	
Wastewater Infrastructure Grant	**May 16 – July 14**	
Stormwater Infrastructure Grant	**May 16 – July 14**	**#17 - 17th St. & Annie Baxter** **#27 - Industrial Park Culvert** **#13 - East Town**
Lead Service Line Inventory Grant	May 16 – July 14	
Missouri Area Career Center Opportunities	July 25 – October 28	
Private Moexcels ARPA Grant	July 1 – September 1	
Agriculture Innovation & Workforce Development	July 1 – September 1	
Broadband Infrastructure Grant	**August 15 – September 29**	**TBD**
Governors Transportation Cost Share Program *	**Deadline September 30**	**#19 - ZORA Street Widening**
Workforce Training Grant	August 30 – October 29	
Local Tourism Asset Development Grant	**September 15 – November 15**	**#31 - Dover Outdoor (DORA)**
Public Safety Grant Program	**October 15 – November 15**	**#5 - Police Equipment**
Fire Protection Grant Program	**October 15 – November 15**	**#10 - Fire Equipment**

State Grants – *Unreleased*

- Two grants are undergoing development and only draft guidelines have been published. Our team is reviewing ARPA projects for grant eligibility.
- Eight other State grants have no information released.

Grant	Application Period	Project
Emergency Medical Services Grant Program	October 15 – November 15	
County Jail Maintenance & Improvement Grant	October 15 – November 15	
Small Business Grant	October – November	
Community Revitalization Grant	**In development**	**TBD**
Cell Towers Grant	In development/October	
Entertainment Industry Grant	Unreleased/October	
Industrial Site Development Grant	**Unreleased/October**	**TBD**
Nonprofit Grant	Unreleased/October	
Grants to Local County Law Enforcement & Prosecutors	Unreleased	
Grants To Port Authorities	Unreleased	
Agriculture In Urban/Suburban Communities Grant	Unreleased	

#2 - City of Joplin Fiber Backbone Network

Category	Broadband
Schedule of Project	Design and right-of-way in 2022 Construction in 2023
Goal	Provide a fiber network that will provide a foundation that will support, in partnership with other Internet Service Providers (ISPs), critically needed connectivity to key parts of Joplin.
Background	• Establishing the backbone network will allow neighborhoods and businesses to experience reliable, affordable connectivity • Benefit the city, educational institutions, health centers, and business by reaching unserved and underserved populations

ARPA Unfunded as Requested	Existing Local Support	Missouri Grants	County Commitments
$17,000,000	$3,000,000	TBD	TBD

#3 - MOSWIN Interoperability Radio System

Category	Public Safety-Police Projects
Schedule of Project	Planned for 2022/2023
Goal	Provide interoperability for the Joplin Police and Fire Departments with **all other participating Missouri Public Safety Departments** through an upgrade of the current radio system.
Background	• Joplin Police and Fire Departments currently unable to communicate through the radio system with all other agencies across the State of Missouri. • Critical that all agencies have the ability to communicate with each other as agencies respond across jurisdictions in mutual aid situations. • The ability to communicate effectively is also imperative following disasters.

ARPA Unfunded as Requested	Existing Local Support	Missouri Grants	County Commitments
$600,000	-	-	$600,000

#5 – Police Equipment

Category	Public Safety-Police Projects
Schedule of Project	TBD
Goal	Provide updated equipment and vehicles for police to provide for a more safe and secure community.
Background	• Replace 100 Body Cameras and required Storage Server – The current police body cameras have reached end-of-life. • Replace remaining Mobile and Portable Radios for Police and Fire – The City has already replaced half of the mobile and portable radios for public safety. The remaining radios have reached end-of-life. • 14 Police Vehicles for 22 additional officers proposed under Proposition Public Safety and recommended in the Police Resource Allocation Study.

ARPA Unfunded as Requested	Existing Local Support	Missouri Grants	County Commitments
$1,440,000	$454,690	$20,000	-

#10 – Fire Equipment

Category	Public Safety-Fire Projects
Schedule of Project	TBD
Goal	Provide updated equipment and vehicles for fire to provide for a more safe and secure community.
Background	• Add Security Fencing for Fire Stations – Currently, no security at any • Replace Haz-Mat Suits and new reflective raincoats – The current haz-mat suits have reached end-of-life and firefighters need reflective raincoats for safety purposes. • 110 Bulletproof Vests for Firefighters – Joplin firefighters are increasingly required to be on standby on site for the Joplin Police Department during critical incidents. The vests will help protect firefighters during these volatile situations. • Replace Special Operations/Chief's Vehicle – The original vehicle was purchased in 2010 through a grant and it has reached end-of-life.

ARPA Unfunded as Requested	Existing Local Support	Missouri Grants	County Commitments
$253,000	-	$20,000	-

#13 - East Town Stormwater Improvements

Category	Stormwater
Schedule of Project	TBD
Goal	Improve the ditch between Division Avenue and Cox Avenue.
Background	• Two properties flood along the drainage ditch that starts at the intersection of Valley Street and Division Avenue. • Extensive storm sewer conveys over 80 acres to the ditch located at the intersection of Valley Street and Division Avenue. • Three culverts run into ditch… 1. The culvert coming from the northeast is undersized and can only convey a 2-year storm event. Need 50-year flood protection. 2. The culverts from Cox Ave to Murphy Blvd are undersized and can only convey a 2-year storm event before flooding the street. 3. The undersized culvert for Mineral Avenue floods the structure on the west side of Avenue during 10-year storm events or greater.

ARPA Unfunded as Requested	Existing Local Support	Missouri Grants	County Commitments
$1,426,000	$1,048,110	$377,890	-

#17 - 17th Street and Annie Baxter Stormwater Improvements

Category	Stormwater
Schedule of Project	TBD
Goal	Install a trapezoidal channel with a 40-foot bottom width, depth of 1 foot, and 8:1 side slope. The swale will have a 5-foot bottom width, depth of 2 feet, and 3:1 side slope. The swale will convey a 100-year storm event with 1 foot of freeboard per the City of Joplin's requirements.
Background	• Existing open ditch northeast of the intersection of 17th Street and Maiden Lane conveys a significant amount of stormwater runoff • Existing storm sewer system discharges into the open ditch near the Annie Baxter Avenue cul-de-sac. • Existing open ditch has not been improved to account for a possible increase in runoff.

ARPA Unfunded as Requested	Existing Local Support	Missouri Grants	County Commitments
$740,500	$544,268	$196,233	-

#20 - Construction Investment of the MSSU Health Science Innovation Center

Category	Sub-recipient
Schedule of Project	Construction start in 2023 provided County and Local funding support
Goal	The Health Science Innovation Center will contain **state-of-the-art teaching** and training facilities, including a large simulation hospital, expanded cadaver lab, radiologic technology laboratory, and research facilities for students, faculty, and university partners. The construction and equipping of the Health Science Innovation Center will increase the **quality and number of graduates** in the university's health science programs.
Background	• Missouri Southern cannot respond to the critical need for health care workers in Joplin's medical and dental industries. • MSSU plans to build a $30 million Health Science Innovation Center to train health professionals in many fields of health care • This investment will help fill regional workforce gaps within Freeman Health System, Mercy Hospital-Joplin, and other healthcare providers

ARPA Unfunded as Requested	Existing Local Support	Missouri Grants	County Commitments
$1,500,000	-	-	TBD

#19 - Zora St Widening / Improvements from Range Line (Loop 49) to MO249

Category	Transportation
Schedule of Project	Construction tentatively scheduled for 2022-2023.
Goal	Widen and improve Zora Street from Rangeline Road to MO-249, including the construction of a roundabout at the intersection of Zora St. and Duquesne Road. Project will **provide for additional capacity**, address current deficiencies in the roadway, reduce driver dissatisfaction and **improve safety for traffic and pedestrians** along this corridor. Will stimulate **economic development** as this route from MO-249 west is a main access route for the Joplin/Webb City Industrial Park.
Background	• Aims to improve Zora Street from Rangeline Road to MO-249 including the construction of a roundabout at intersection of Zora St. and Duquesne Road • Approved by Joplin voters via City's Capital Improvements Sales Tax

ARPA Unfunded as Requested	Existing Local Support	Missouri Grants	County Commitments
$12,000,000	$8,000,000	$4,000,000	TBD

#27 – Joplin East Industrial Park Culvert Replacements

Category	Stormwater
Schedule of Project	Design and right of way in 2022-23 – construction starting in Fall 2023 with completion in Summer 2024
Goal	Stimulate further **economic development** of the Joplin East Industrial Park by addressing the overtopping of 26th street which impedes commerce and transport of goods for the industrial entities within the park. Additionally, re-evaluate and improve the current capacity of the existing regional detention basin serving this **watershed**. Improving the capacity of the regional detention basin will allow for continued **growth in the undeveloped portions** of the Industrial Park in this watershed.
Background	• The Crossroads Industrial Park has grown steadily since its inception. • Two recent facilities are the Casey's distribution center and the Ajinomoto Foods facility. • Replacing the existing culverts and improving the road will enhance the viability of that industrial land.

ARPA Unfunded as Requested	Existing Local Support	Missouri Grants	County Commitments
$2,800,000	$2,058,000	$742,000	-

#30 - 20th Street Widening / Improvements from Schifferdecker Ave to the Missouri/Kansas State Line

Category	Transportation
Schedule of Project	Construction to start in 2024
Goal	Widen and improve 20th Street from Schifferdecker Ave. to the MO/KS State Line. Project will **provide for additional capacity**, address current deficiencies in the roadway, reduce driver dissatisfaction and **improve safety for traffic and pedestrians** along this corridor. Will stimulate **economic development** including the underdeveloped West Industrial Park.
Background	• Aims to improve the eastern mile of this corridor that is a three Lane Roadway with Shared Use Pedestrian Path • Approved by the voters of the City of Joplin in the City's current Capital Improvements Sales Tax program • Survey and Design work is being completed

ARPA Unfunded as Requested	Existing Local Support	Missouri Grants	County Commitments
$12,000,000	$6,000,000	-	TBD

#31 - Dover Outdoor Recreation Area (DORA)

Category	Parks
Schedule of Project	Design and construction will be underway soon.
Goal	This project will provide a passive recreation facility for the community, as well as a draw for visitors as a host facility for national and international competitions.
Background	• Increased demand for cycling infrastructure through citizen input and market research in Joplin and proven to be economic development and tourism revenue engines. • In Northwest Arkansas, cycling recreation and event infrastructure attracts new residents and visitors • Development of a new bike focused park with diverse cycling amenities like, single track mountain bike trails, gravity fed downhill trails, a bicycle playground, and a competition grade Velosolutions Pumptrack will serve as an economic driver for Joplin.

ARPA Unfunded as Requested	Existing Local Support	Missouri Grants	County Commitments
$4,000,000	$1,750,000	$1,750,000	-

#34 – Create/Expand New Industrial Park

Category	Economic Development
Schedule of Project	The City can immediately begin to acquire property for an additional or expanded Industrial Park
Goal	All property in the City's existing industrial parks is developed, under development or under contract for development. This project will acquire property to create a new Industrial Park or expand an existing Industrial Park.
Background	• The City has developed two Industrial Parks that has driven economic development and job growth benefitting Joplin and the surrounding communities.

ARPA Unfunded as Requested	Existing Local Support	Missouri Grants	County Commitments
$3,000,000	$2,000,000	TBD	-

Financial Summary

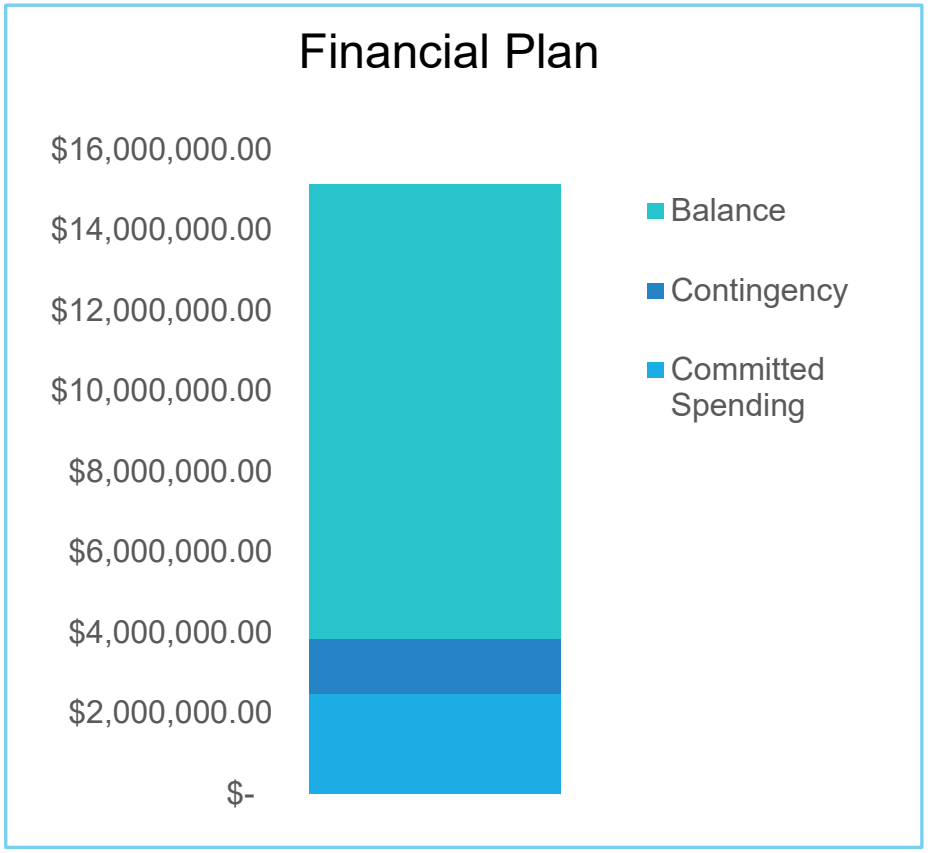
Financial Summary

Rank	Project	ARPA Unfunded *(as requested)*	Local Support	State Grants	County Support*	Proposed Spending
2	City of Joplin Fiber Backbone Network	$17,000,000	$3,000,000	TBD	TBD	**TBD**
3	MOSWIN Interoperability Radio System	$600,000			$600,000	**$0**
5	Police Equipment	$1,440,000	$454,690	$20,000		**$965,310**
10	Fire Equipment	$253,000		$20,000		**$233,000**
13	East Town Stormwater Improvements	$1,426,000	$1,048,110	$377,890		**$0**
17	17th Street and Annie Baxter Stormwater Improvements	$740,500	$544,268	$196,233		**$0**
19	Zora St Widening / Improvements from Range Line (Loop 49) to MO249	$12,000,000	$8,000,000	$4,000,000	TBD	**$0**
20	Construction Investment of the MSSU Health Science Innovation Center	$1,500,000				**$1,500,000**
27	Joplin East Industrial Park Culvert Replacements	$2,800,000	$2,058,000	$742,000		**$0**
30	20th Street Widening and Improvements from Schifferdecker Avenue to the Missouri/Kansas State Line	$12,000,000	$6,000,000		TBD	**$0**
31	Dover Outdoor Recreation Area (DORA)	$4,000,000	$1,750,000	$1,750,000		**$0**
34	Create or Expand New Industrial Park	$3,000,000	$2,000,000			**$0**
	TOTAL	**$56,759,500**	**$24,855,068**	**$7,106,123**	**$600,000**	**$2,485,310**

Financial Summary *Continued*

Rank	Project	ROI Ratio	Funded w/o ARPA	Funding w/ ARPA
2	City of Joplin Fiber Backbone Network		18%	18%
3	MOSWIN Interoperability Radio System		100%	**100%**
5	Police Equipment	1:2	33%	**100%**
10	Fire Equipment	1:11	8%	**100%**
13	East Town Stormwater Improvements		100%	**100%**
17	17th Street and Annie Baxter Stormwater Improvements		100%	**100%**
19	Zora St Widening / Improvements from Range Line (Loop 49) to MO249		100%	**100%**
20	Construction Investment of the MSSU Health Science Innovation Center	19:1	95%	**100%**
27	Joplin East Industrial Park Culvert Replacements		100%	**100%**
30	20th Street Widening and Improvements from Schifferdecker Avenue to the Missouri/Kansas State Line		50%	50%
31	Dover Outdoor Recreation Area (DORA)		88%	88%
34	Create or Expand New Industrial Park		67%	67%

Allocation Summary



Total Potential Commitment

= $2,485,310

Next Steps

- **Apply** for grant opportunities on a case-by-case basis when available and eligible
- **Continue** coordinating with Jasper County to complete/fund projects with a county-wide impact
- **Present** regular Project Updates and Allocation Plan to City Council

Discussion & Questions

JOPLIN CITY COUNCIL
SEPTEMBER 6, 2022
MEETING MINUTES

CALL TO ORDER

The September 6, 2022, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

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

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Kate Spencer, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

International Travelers 2021 VISA Vue Report

Patrick Tuttle, CVB Director presented.

Solid Waste Master Plan Update

Julie Davis from Burns McDonnell presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Joplin Parks and Recreation will host a glow-tastic evening during their Mom Son Date Night. This year's event will be held on Friday, September 23rd, and Saturday, September 24th at the Joplin History and Mineral Museum.

This year's glow-themed event includes dinner, dessert, dancing, a digital photo download, their popular egg toss game, and prizes! A professional photographer will be on hand to capture the memories. A complimentary digital photograph of each couple is included in the ticket price. The dance is targeted for ages 3 to 12 years old, with prizes and games geared to them. Although the event's title uses the traditional mothers and sons reference, another parent or adult chaperone is welcome to accompany the child.

Pre-registration is required due to limited seating. Friday's session is from 6:30-9 pm and Saturday will feature a session from 5:30-8 pm. Tickets are $40 per couple, and $20 for

each additional son. Registration is available online at www.joplinparks.org, at the Joplin Parks and Recreation office, or by calling 417-625-4750. Tickets are only valid for the session purchased.

Another reminder - the City's annual Auction is set for this Saturday, September 10. at 9 a.m. It will be held in the Street Maintenance Barn located just northwest of the Public Works Center, on West 2nd Street.

Merchandise will be available for viewing from 1 to 4 p.m. on Friday, September 9, and from 8 to 9 a.m. Saturday, prior to the start of the auction. The list of auction items will be available on the City of Joplin's website, www.joplinmo.org/auctionlist.

And in case you missed it…. Missouri Dept. of Transportation has closed the Range Line Bridge over Kansas City Southern Railroad just north of 32nd Street. Drivers will need to take the designated detour routes using 32nd Street, Missouri Route 249, 20th Street and 7th Street.

Access to all businesses will remain OPEN throughout the duration of the project. The bridge is scheduled to reopen by December 16. More details can be found at modot.org/range-line-roadkansas-city-southern-railroad-bridge-replacement.

Motion by Mr. Cortez, second by Ms. Spencer to move Council Bill No. 2022-007 up on the agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

COUNCIL BILL NO. 2022-007

Mr. Cortez introduced Council Bill No. 2022-007 - AN ORDINANCE establishing additional catastrophic injury and death benefits for certain police officers, firefighters and other employees.

Lane Roberts and Matt Stewart spoke on this item.

Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2022-007 be passed on first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-007.

CITIZEN REQUESTS AND PETITIONS

Brian Evans spoke regarding what is the difference in the financial audit we have been utilizing and a state or forensic audit. Also, the importance of regular government audits and additionally rotating audit firms in regards to fiscal responsibility and transparency.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-276

Mayor Lawson opened the Public Hearing.

Humzed Cameron spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-276

Mr. Copple introduced Council Bill No. 2022-276- AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and including in District C-O (Non-retail Commercial) property as described below and located approximately 215 feet north of the intersection of N. Florida Ave. and E. Newman Rd., City of Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Mr. Shaw that Council Bill No. 2022-276 be placed on First Reading and passed.

Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-276.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-278

Mayor Lawson opened the Public Hearing

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Mr. Cortez introduced Council Bill No. 2022-278 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-family Residential) and including in District C-3 (Commercial) property as described below and located at 1911 and 2001 N. Range Line Rd., City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Dr. Farnham to table this item. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. This item was tabled.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-279
Mayor Lawson opened the Public Hearing

Leonard Hartford Tunnell spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Mr. Copple introduced Council Bill No. 2022-279 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-family Residential) and including in District C-1-PD (Neighborhood Commercial Planned Development) property as described below and located at 2601 E. 20th St., City of Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2022-279 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-279.

CONSENT AGENDA
Motion by Mr. Cortez, second by Mr. DeTar to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Minutes of the August 15, 2022, City Council Meeting.

Minutes of the August 22, 2022, Special City Council Meeting.

COUNCIL BILL NO. 2022-006 - AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein. **Ordinance No. 2022-135.**

COUNCIL BILL NO. 2022-144 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with D&E Plumbing and Heating Inc., in the amount of Four Hundred Eighty-One Thousand Five Hundred Sixty and 00/100 Dollars ($481,560.00) for construction of the 7th and Canterbury Stormwater Improvements project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2022-136.**

RESOLUTIONS
RESOLUTION NO. 2022-013
Mr. DeTar introduced Resolution No. 2022-013 - A RESOLUTION declaring support for the construction of “Delaware Commons,” a Senior Citizen Residential Community in Joplin, Missouri. Motion by Mr. DeTar, second by Ms. Spencer that Resolution No. 2022-013 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-008

Mr. Cortez introduced Council Bill No. 2022-008 - AN ORDINANCE approving the Revised 2022 Labor Agreement by and between the City of Joplin, Missouri, and the Fraternal Order of Police Lodge #27; authorizing the City Manager to execute the same by and on behalf of the City; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2022-008 be passed on an emergency basis with the following amendment to Section 18.05 Tier 1 Rehire, to remove the following language: "If the voters of the City of Joplin pass the general property tax at the August 2, 2022 election, effective November 1, 2022." Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-137**.

COUNCIL BILL NO. 2022-531

Mr. Copple introduced Council Bill No. 2022-531 - AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2021-2022; and, containing an emergency clause. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2022-531 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-138**.

COUNCIL BILL NO. 2022-609

Ms. Williams introduced Council Bill No. 2022-609 - AN ORDINANCE approving the applications of Active Lifestyle Events Inc for Joplin Memorial Run; Rufus Racing, LLC for Summer Roundup Triathlon; Ozark Christian College for a marketing campaigns for their 2023 conference series; Midwestern Built CrossFit for Monster Games; Joplin Disc Golf Club for the 18th Annual Four States Open; 4 State Trucks for Guilty by Association; Keg Media for Mother Road Mayhem; East Town Dreams District for Joplin Juneteenth Regional Black Expo; Neosho Arts Council for ArtCon 2023; Historic Murphysburg Preservation, Inc for Murphysburg Heritage Tourism marketing; JOMO Pride, Inc. for JOMO PrideFest 2023; Emancipation Celebration Committee for Emancipation "Park Days" Celebration; Freedom of Flight Museum for a museum marketing campaign; Joplin Trails Coalition for marketing the Jasper Vintage and Maple Leaf tours; North Heights Neighborhood for North Heights Porchfest; and the Celebrations Commission for a sesquicentennial community concert, for utilization of FY2023 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds and containing an emergency clause. Motion by Ms. Williams, second by Mr. DeTar that Council Bill No. 2022-609 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-139**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2022-148

Mr. Stinnett introduced Council Bill No. 2022-148 - AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Sixty-Six Thousand Five Hundred and 00/100 Dollars ($166,500.00) for the Golf Links Lift Station Improvements Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Ms. Spencer to that Council Bill No. 2022-148 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-148.

COUNCIL BILL NO. 2022-280

Mr. Copple introduced Council Bill No. 2022-280 - AN ORDINANCE establishing grades and accepting the E 32nd Place First Plat located at E. 32nd St. and Hammons Blvd., in the City of Joplin, Newton County, Missouri. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2022-280 be passed on first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-280.

SECOND AND THIRD READING

COUNCIL BILL NO. 2022-608

Mr. Cortez introduced Council Bill No. 2022-608 - AN ORDINANCE approving a Contract by and between the City of Joplin and PGAV Destinations to complete a Museum Strategic Plan Study; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Ms. Williams to pass Council Bill No. 2022-608 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Cortez, Farnham, Lawson, Shaw, Stinnett, and Williams, 6. Nays: Copple, DeTar, Spencer, 3. **Ordinance No. 2022-140**.

UNFINISHED BUSINESS

NEW BUSINESS

Declare Excess Surplus Property for the Annual City of Joplin Auction on September 10, 2022. Motion by Mr. DeTar, second by Mr. Copple to approve the current list of items to be auctioned off. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

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

into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 7:55 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-007 – establishing additional catastrophic injury and death benefits for certain public safety and other employees.

MEETING DATE
September 6, 2022

ORIGINATING DEPARTMENT
City Attorney

ATTACHMENTS
Council Bill 2022-007 Ordinance

REVIEWED BY
Police Chief: Sloan Rowland; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill establishes additional catastrophic injury and death benefits for certain public safety and other employees.

BACKGROUND
In the event of catastrophic injury or death, the following benefits will be offered to the employee, any spouse, and any dependent children. Dependent child means a child aged 24 years or less, unless the child is disabled.

For any existing health plan in which the employee, any spouse, and any dependent children are enrolled, the City will begin to pay 100% of the plan's premiums as of the date of the catastrophic injury or death.

The employee, any spouse, and any dependent children will be eligible to participate in the City's health plan for a period of up to 10 years following the date of the catastrophic injury or death. The City will pay 100% of any such premiums. The employee, any spouse, and any dependent children will be eligible to participate in any supplemental coverage at their cost on the same terms and conditions as afforded to the City's employees. In order to participate, the employee, any spouse, and any dependent children must complete annual open enrollment and certify that they meet the requirements of the Ordinance.

The employee's benefit shall terminate if they become eligible for Medicare. Any spouse's benefit shall terminate if they divorce the employee, remarry, or become eligible for Medicare. Any child's benefit shall terminate if they are no longer a dependent child unless the child is disabled.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.

COUNCIL BILL NO. 2022-007 ORDINANCE NO.

AN ORDINANCE establishing additional catastrophic injury and death benefits for certain police officers, firefighters and other employees.

WHEREAS, the City of Joplin, its residents, and visitors, appreciate and support the police officers, firefighters and other employees who make the community safe; and

WHEREAS, this gratitude is no greater than when an employee has made the ultimate sacrifice, experiencing a catastrophic injury or death; and

WHEREAS, the City desires to offer additional catastrophic injury and death benefits for employees in recognition of this sacrifice.

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

Section 1. Definitions.

Catastrophic Injury means a physical injury resulting in: (a) *Quadriplegia* defined as the permanent loss of functional use of all four limbs; (b) *Paraplegia* defined as the permanent loss of functional use of two limbs; (c) loss of two or more limbs; (d) an injury to the brain that results in permanent cognitive impairment resulting in the permanent inability to make independent decisions or engage in one or more of the following activities of daily living: eating, dressing, bathing, toileting, transferring, or walking; (e) an injury that causes irreversible failure of one or more major organ systems; or (f) vision loss such that the patient's central visual acuity is no more than twenty/two-hundred in the better eye with the best correction or whose field of vision in the better eye is restricted to a degree that its widest diameter subtends an angle no greater than twenty degrees.

Dependent Child means an employee's child being younger than twenty-four (24) years old at the beginning of open enrollment. There is no age limit if an employee's child is disabled.

Health Plan means the City's adopted plan, subject to annual changes, offering medical, dental, vision, or any combination of these coverages, developed by the City and provided by a contracted vendor.

Section 2. Existing Health Plan on Employee Catastrophic Injury or Death.

For any full-time law enforcement officer, corrections officer, firefighter or other employee employed by the City ("the employee") on or after January 1, 2022 who suffers a catastrophic injury or who is killed in the official performance of their duties, the City shall begin paying the premiums of the employer's health plan for the employee, any spouse, and any dependent child enrolled in the City's health plan as of the date of the catastrophic injury or death.

Section 3. Employee, Surviving Spouse, Dependent Children Eligible to Participate in Health Plan for 10 years.

The employee, any spouse, and any dependent child shall be afforded the opportunity to enroll in the City's health plan, at the City's sole cost, for a period of up to ten (10) years following the date of the employee's catastrophic injury or death, subject to the limitations set forth in this Ordinance. The employee, any spouse, and any dependent child shall be afforded the opportunity to enroll in any supplemental coverage at their cost on the same terms and conditions as afforded to the City's employees for a period of up to ten (10) years following the date of the employee's catastrophic injury or death, subject to the limitations set forth in this Ordinance.

Section 4. Open Enrollment.

If the employee, any spouse, or any dependent child desires to enroll in the City's health plan, they must complete the City's annual open enrollment process and certify that they meet the requirements of this Ordinance.

Section 5. Termination.

If the employee becomes eligible for Medicare, the benefit shall terminate for the employee. If any spouse divorces the employee, remarries, or becomes eligible for Medicare, the benefit shall terminate for the spouse. If any dependent child no longer qualifies as a dependent child, the benefit shall terminate for the child unless the child is disabled.

Section 6. Benefits Cumulative and not Exclusive.

If the employee, any spouse, or any dependent child is eligible for Medicaid benefits, the employee, spouse, legal guardian if the dependent child is a minor or disabled, or dependent child if the dependent child is not a minor and not disabled, may elect to maintain Medicaid benefits in lieu of enrolling in the City's health plan. Nothing in this Ordinance shall be construed to limit health plan coverage or pension benefits for which the employee, any spouse, or any dependent child may otherwise be eligible.

Section 7. This ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-148 Work Authorization with Allgeier, Martin and Associates, Inc. for the Golf Links Lift Station Improvements Project

MEETING DATE
September 6, 2022

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2022-148 Ordinance; Work Authorization AMA-OC22-017; Exhibit Map

REVIEWED BY
Interim Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Golf Links LS Improvements Project in the not to exceed amount of One Hundred Sixty-Six Thousand Five Hundred and 00/100 Dollars ($166,500.00).

BACKGROUND
Built in the early 1990s, the Golf Links Lift Station (LS) is due for upgrades to its pumps, electrical components, and the force main that serves it, as identified in the 2020 Wastewater Facilities Plan developed by AMA. Also, the wet well capacity must be increased to improve performance. The force main currently discharges into the gravity system in Cleveland Ave., from which the sewage flows to the Filmore Bridge Lift Station. However, that piping network experiences frequent backups and unreliable sewer service. Over the past several years, staff have been working to divert part of the flows that overwhelm this gravity system, by re-routing flows through the W. 32nd Street Widening project (currently under construction) and the Crane Rd Lift Station Elimination project (currently, in easement acquisition phase). The force main from the Golf Links Lift Station has potential to be re-routed, as well. After AMA reviews the various options available, City staff will select the option that's most effective for the entire system. AMA was selected as the most qualified on-call engineering firm to provide these professional engineering services. The consultant's fees are within industry standards for design, bidding and construction administration services.

FUNDING SOURCE
These payments are included in the FY 2021-2022 budget of the Wastewater fund.

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

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. Chris Parker Sanitary Sewer Engineer		Attention: Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 584	Fax: 417-625-4738	Project: Golf Links LS Improvements	

WORK AUTHORIZATION NUMBER AMA-OC-022-017
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-022-017 exceed the sum of One Hundred Sixty Six Thousand Five Hundred and 00/100 Dollars ($166,500).

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, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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: Chris Erisman

Printed Name: Chris Erisman, P.E.

Title: _____

Date: 07/22/2022

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, P.E.
Interim Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-022-017 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 Golf Links Lift Station Improvements)

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 pumps and possibly electrical modifications, if necessary, to increase pumping capacity at the existing Golf Links lift station located generally south of 20th Street, East of Black Cat Road and East of Twins Hills golf course in the City of Joplin.

1.1.3.2 Design of replacement and/or realignment of the discharge force main .

1.1.3.3 Bidding and Construction Phase Engineering for the modifications and improvements at the existing facilities and to the force main.

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 9 months.

1.1.3.5 Right-of-Way/Easement Acquisition services for the project, if desired by the OWNER. It is estimated that up to 4 separate properties will need easements/right-of-way acquired in order to construct the project.

1.1.3.6 Evaluation of the feasibility of eliminating the existing Golf Links lift station and draining the sewage that currently is collected at said lift station to the north and west to eventually be combined with sewage flows from the existing Black Cat lift station and Cleveland Avenue lift station versus the modification and renovation of the existing Golf Links lift station.

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.

1.2.10 Provide the Owner with a Technical memorandum of the evaluation of the combination of the existing Golf Links lift station with the existing Black Cat lift station and Cleveland Avenue lift station to a location to the North and West versus modification and renovation of the existing Golf Links lift station.

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 part-time 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.

1.5 Right-of-Way/Easement Acquisition

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

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

1.5.2 Attend public meetings on proposed projects at the request of city staff.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

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 2022-2024"; with a total compensation ceiling of $166,500 as set forth in Work Authorization Number AMA–OC-022-017 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 and 1.1.3.2 and 1.2.1 through 1.2.9)	$51,000	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$28,000	
Subtotal Standard Project Engineering Services		$79,000
Additional Project Engineering Services		
Resident Project Representation Services (Part Time) (Paragraphs 1.1.3.4 and 1.4)		$60,000
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.5 and 1.5)		$10,000
Golf Links Lift Station Evaluation (Paragraphs 1.1.3.6 and 1.2.10)		$17,500
Total Estimated Maximum Fee – All Services		$166,500

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024
Principal/Engineer VI	$270	$279	$289
Principal/Engineer V	$240	$248	$257
Principal/Engineer IV	$217	$225	$233
Principal/Engineer III	$200	$207	$215
Project Manager/Engineer II	$178	$184	$190
Project Manager/Engineer I	$162	$167	$173
Technician III/GIS Specialist	$147	$152	$157
Technician III	$124	$129	$133
Technician II	$111	$115	$119
Technician I	$105	$109	$112
Two-Man GPS Survey Crew	$206	$213	$220
One-Man GPS Survey Crew	$162	$167	$173
Three-Man Survey Crew	$224	$232	$240
Two-Man Survey Crew	$178	$184	$190
Registered Land Surveyor II	$190	$196	$203
Registered Land Surveyor I	$167	$173	$179
Survey Crew Member	$85	$88	$91
Right of Way Specialist	$130	$134	$139
Project Representative III	$124	$129	$133
Project Representative II	$111	$115	$119
Project Representative I	$103	$106	$110
Secretary/Assistant	$85	$88	$91
Print Specialist	$85	$88	$91

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.62 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

CB 2022-148 GOLF LINKS LIFT STATION IMPROVEMENTS
EXHIBIT MAP



COUNCIL BILL NO. 2022-148 ORDINANCE NO

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Sixty-Six Thousand Five Hundred and 00/100 Dollars ($166,500.00) for the Golf Links Lift Station Improvements 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 One Hundred Sixty-Six Thousand Five Hundred and 00/100 Dollars ($166,500.00), 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 Fund.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2022-148

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-276 – Zoning District Change

MEETING DATE:
September 6, 2022

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 047-22: Rezoning - Approximately 215 feet North of the intersection of N. Florida Ave. and E. Newman Rd. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-O (Non-retail Commercial) for future development – Kamran Zafar

BACKGROUND:
This request to rezone to C-O is along the N. Florida Ave. corridor. This rezoning does meet the infill goals of the Comprehensive Plan.

Given the relatively high traffic volume, as well as the collector classification of Florida Ave., this property would be appropriate for low intensity commercial uses or moderate to high intensity residential uses. Additionally, C-O zoning is appropriate as a low-intensity commercial buffer along the corridor between the heavy industrial uses and zoning to the East and the residential zoning and uses to the West.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Hamza Kamran, 2825 N. Highland Ave, Joplin, Missouri spoke as a representative of Kamran Zafar on the rezoning. He stated they have requested to move from C-1 to C-O simply because that zone requires a larger residential property. He stated that given the square footage of that area, it is approximately 24,000 square feet. They cannot put units and enough parking spaces in that lot. So, given some minimum requirements by our architect a simple 24x36 foot unit in a duplex would result in an 864 square foot unit with two parking spaces and following ADA compliance that is another 162 square feet. So, a single unit and two lots will result in 1,188-square foot space. So, given one duplex, that is already approximately 4700 square feet, and we want to build two units there that fit within that space. Anything larger which is in C-O area will not fit in that space.

PUBLIC COMMENT;

There were a number of comments provided by citizens during the public hearing portion of this case. These comments tended to regard flooding issues and the exact location of the proposed development. These comments can be read in the minutes attached as part of this case.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-276.
Planning & Zoning Commission recommends approval for Case 047-22 (6 in Favor, 0 Opposed, 1 Absent)

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

Case 047-22: Rezoning

Approximately 215 feet North of the intersection of N. Florida Ave. and E. Newman Rd.-A request to remove from District C-1 (Neighborhood Commercial) and include in District C-O (Non-retail Commercial) for future development.

Mr. Hamza Kamran, 2825 N. Highland Ave, Joplin, Missouri spoke as a representative of Kamran Zafar on the rezoning. He stated they have requested to move from C-1 to C-O simply because that zone requires a larger residential property. He stated that given the square footage of that area, it is approximately 24,000 square feet. They cannot put units and enough parking spaces in that lot. So, given some minimum requirements by our architect a simple 24x36 foot unit in a duplex would result in an 864 square foot unit with two parking spaces and following ADA compliance that is another 162 square feet. So, a single unit and two lots will result in 1,188-square foot space. So, given one duplex, that is already approximately 4700 square feet, and we want to build two units there that fit within that space. Anything larger which is in C-O area will not fit in that space.

Mr. Eastman asked if there were any questions from the board on Case 047-22.

There were none.

Mr. Eastman asked if anyone wanted to speak in favor of Case 047-22.
There were none.

Mr. Eastman asked if anyone wanted to speak in opposition of Case 047-22.

Larry Newton, 910 N. Florida, Joplin, Missouri. Mr. Newton stated he was not necessarily in opposition of this rezoning. Mr. Newton asked if this property was north of the convenience store and was it in the location of where Shamrock was going.

Mr. Eastman stated he did not know the answer and referred to Mr. Stanton.

Mr. Stanton stated he did not know the specifics of that development.

Mr. Newton asked if the location was on Florida.

Mr. Stanton replied, yes, north Florida.

Mr. Newton asked if it was in the flood plain.

Mr. Stanton stated there is a portion of that property in the flood plain but not the entirety of it. Most of the north and west side along the edge are within the flood plain but it still leaves a considerable buildable area outside of it.

Mr. Newton stated to go back to the original statement of the other lady. When all that development was done our car lot flooded when the City redirected the drainage. We have pictures after it was developed, and we had 3 feet of water in our car lot. So, they had to come out and redirect the water again. So, then they directed it and it went down to our house. So, again, Mr. Newton stated he was not opposed to it, but the drainage situation is something he hoped the City considered. Because it was a tremendous outcome from the last one. Then when they did the entry way into the car lot, they made them so steep to redirect the water so each car that entered the car lot bottomed out and ripped the bottom of the cars out. Those are some of my concerns.

Mr. Stanton stated just like the previous case any development that takes place the property will go through our review process with Public Works and Engineering. There are storm water requirements that must be followed for any building permit. They would not be exempt from that by any means.

Mr. Newton stated the city came out and redid it three times because of the issues and problems they were having. They could not get it corrected properly. That is just a concern.

Mr. Eastman asked if there was anyone who wished to speak in opposition of Case 047-22.

Carolyn Corle, 3815 Northview Dr. Joplin, Missouri stated she was not necessarily in opposition to the rezoning. But we own all the property around that where the Goodman building is located. We own that building and the "L" shape around it. We did sell that property to Shamrock. She stated she knew the City gave them so much trouble because of the flooding. She stated that the City may need to look back on that. They ended up having to sell it. It may be taken care of now but just heads up. That was a huge issue just a few years ago and I know nothing has changed. They use it to dump fill and it is right by Turkey Creek. That does need to be addressed.

Mr. Kimble asked Ms. Corle so he would have a better understanding of what she was talking about. He asked could she please tell him in relation to the lot where her property was previously or still is located.

Ms. Corle presented a map and approached the Board.

Ms. Corle stated that the first two, because they were in a flood plain, were sold to the City of Joplin for $1.00, love, and affection. The other lots were the ones sold to Shamrock. She stated Shamrock wanted to build there and literally could not because of all the stuff that went into that. She could not quote what all that was and suggested the City just look back and find it.

Mr. Kimble thanked Ms. Corle and asked Mr. Stanton a question. Mr. Kimble asked if there had been work done at the Turkey Creek site. Mr. Kimble felt like he had seen them reinforcing it with rock and cement. Filling in to help that flood plain situation. He asked if there was anything official on that.

Mr. Stanton replied that he is not up to date on all the Public Works projects going on. It is very likely that may be the case. We have routine maintenance on many of our flood ways and adjacent areas.

Holly Roy, 5082 Kolkmeyer, Joplin, Missouri stated that property is in her family trust the acreage that is "L" shape behind the fire station. She stated they sold to Shamrock probably back in 2000. She does not know what came from all of that. She stated that they sold some of the property close to Turkey Creek to the City so they would have access into Turkey Creek. Okay, that fill that you see in there was done illegally. My husband before he passed away put up a sign that said, do not dump because that started right after the tornado. Somehow, someone was dumping their concrete and other items in there. Of course, now it has grown up to where we really cannot do anything with it without hiring a dozer to come in there and doze that mess out. Her question was if this gentleman is wanting to put a duplex in there, is it on the east side or is it on the west side of Florida.

Mr. Stanton stated the east side of Florida.

Ms. Roy stated that is our side then. We owned those lots until we sold them to Shamrock. Some lots were sold to the City to give them access to work on the bridge. That was some time ago, but her question is how far from that will go back because there is not much space between Florida and where those people were dumping stuff on her property.

Mr. Stanton stated that our City code has certain set back requirements that any developer will have to meet. He did not recall the ones for C-O at this time but given the size of this property any building will roughly be in the middle of the property.

Ms. Roy stated okay is it going to take up most of that property that he is talking about.

Mr. Stanton stated that would depend on the design of the structure.

Ms. Roy asked what if the dump stuff has been partially dumped on his lot. That is what I am asking. That has been a horrible issue with our family. The dumping was never agreed. When we built the Southwest Machine building to the east of there, we did have lots of landfill brought in so we could get it up past the flood stage. I am thinking that might still be in the flood stage or flood plain.

Mr. Stanton stated there is a small portion of the property that is. Any grading work or dirt work will be the responsibility of the owner or developer at the time of construction. Of course, it does need to meet all City regulations. You are permitted to build in the 100-year flood plain with a certain elevation. Again, that will be up to whatever plans the developer chooses.

Ms. Roy reiterated her questions and concerns regarding the dump stuff. Is it set back far enough? Who will be responsible for that? Will he be responsible for that? She stated they have not had it surveyed so I do not know it could be part of what he is talking about, and it might not be, and it might be us.

Mr. Stanton stated yes, the developer would be responsible for anything within their property lines.

Ms. Roy asked we are talking duplex, right?

Mr. Stanton replied yes that is the proposed development.

Ms. Roy stated she has no opposition to that, and her only concern was that boundary of the trust property.

Mr. Eastman asked if there was anyone else who wished to speak in opposition to Case 047-22.

MR. KIMBLE MOVED THAT CASE 047-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 047-22 A request to remove from District C-1 (Neighborhood Commercial) and include in District C-O (Non-retail Commercial) for future residential development

LOCATION Approx. 215 feet North of the intersection of N. Florida Ave. and E. Newman Rd.

APPLICANT Kamran Zafar

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Vacant	0.36

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1/R-1	M-2	M-2	C-3/R-1
Land Use	Vacant	Fuel Sales/Vacant	Truck Dock	Single-family Residential

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Florida Ave.	Collector	60'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is partially in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map does indicate future low-density residential; however, C-O does meet the intent of infill development goals of the Comprehensive Plan.

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

The current zoning of C-1 is suitable for the property. This portion of N. Florida Ave., particularly near the intersection with Newman Rd. is a relatively high trafficked area. Development pressures have pushed this area into a transitionary phase from residential with fringe industrial and commercial, to a more robust commercial intersection.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. This corridor contains a number of existing uses that correlate to the existing use of the subject property. Properties that are directly adjacent contain an existing commercial use, and are zoned a more intense zoning district.

DISCUSSION

This request to rezone to C-O is along the N. Florida Ave. corridor. This rezoning does meet the infill goals of the Comprehensive Plan.

Given the relatively high traffic volume, as well as the collector classification of Florida Ave., this property would be appropriate for low intensity commercial uses or moderate to high intensity residential uses. Additionally, C-O zoning is appropriate as a low-intensity commercial buffer along the corridor between the heavy industrial uses and zoning to the East and the residential zoning and uses to the West.

Staff recommends approval of Case 047-22.

ENCLOSURES

- Map of property
- Application

Avg

REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: 47-22
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: KAMRAN ZAFAR PHONE: 417-669-4855
ADDRESS: 2825 N. HIGHLAND AVE EMAIL: K_Zafar@icloud.com

OWNER: SAME AS ABOVE PHONE:
ADDRESS: EMAIL:

LOCATION/ADDRESS OF PROPERTY:

Present Zoning C-1 Requested Zoning: C-0 Acreage: 0.75
Present Use of Property: VACANT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	VACANT	
South	GAS STATION	
East	VACANT	
West	FLORIDA AVE	

Character of the Neighborhood: Residential & Gen Commercial.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: Lack of space for large dwelling specially parking requirements.

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: Florida Ave
2. Classification of Street(s):
   Arterial_____ Collector X Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/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. Must be legible.
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 and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: [signature] DATE: 6/14/2022

TITLE: OWNER

I am applying to rezone the said property

Justification Statement for Rezoning
June 14, 2022

Request
I, Kamran Zafar (resident of Joplin, Missouri) am requesting to rezone the subject property from C1 (Multi-family property) to Duplex to allow the development of duplexes. The future land use of the property is residential and general commercial.

Justification of Request
While the property is zoned C1 (including but not limited to multi-family property), it is not a suitable zoning for the site as the area does not provide an adequate space; additionally, proximity to Florida Avenue is inadequate for a structure of such size and necessary parking.

However, the subject property is a tremendous in-fill location for this duplex project with convenient access to existing city services and utilities. Also, the property is located in a central location with excellent access to major roadways (Rangeline, Florida Avenue, Newman Road) and to several of the premier shopping areas such as the shopping district near Rangeline and 4th street.

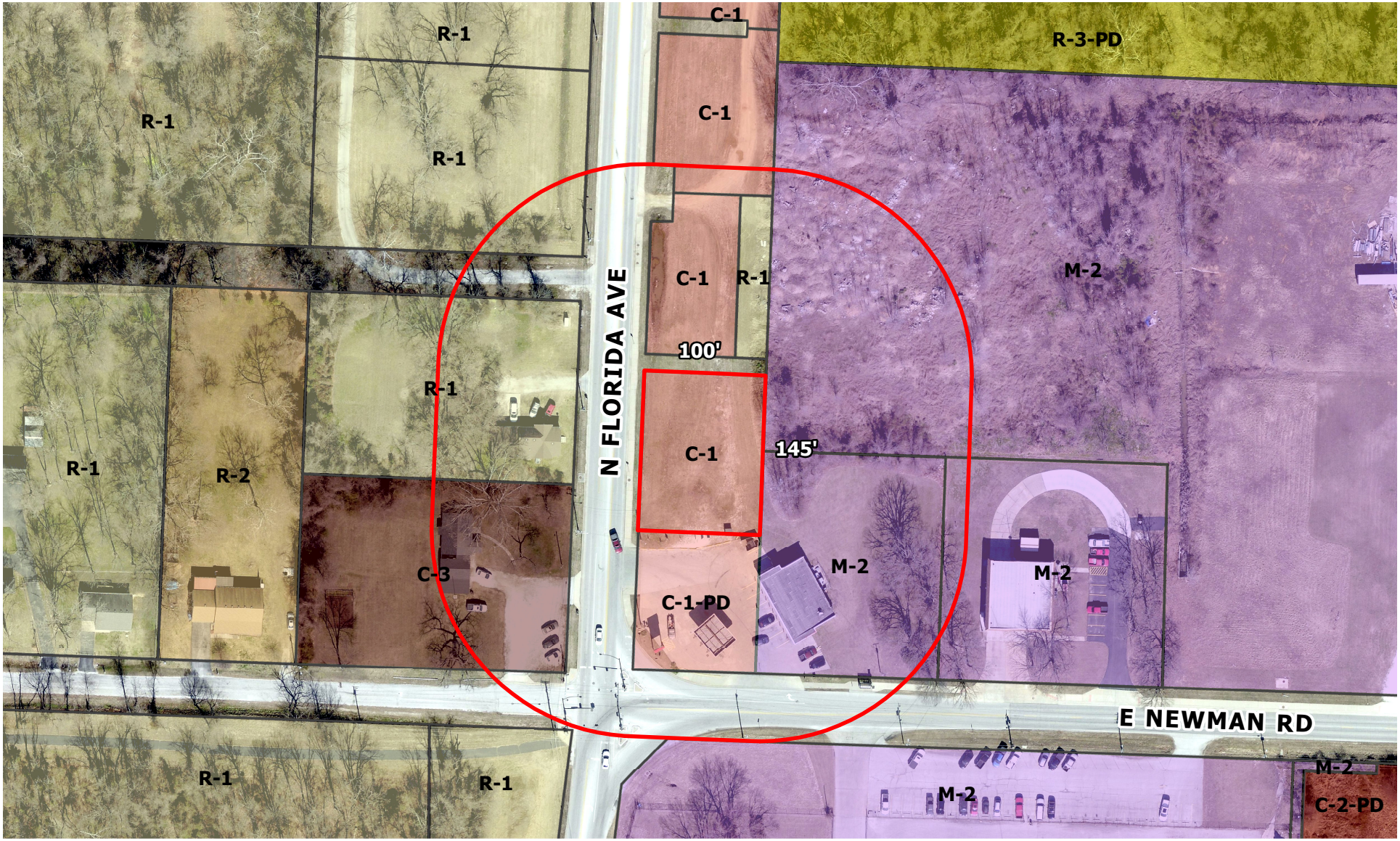
Some of the existing infrastructure and city services the project will benefit from are as follows:

- Gas station available from a walking distance
- Fire Station available on the same block
- Easy access to Rangeline
- Close proximity of churches, elementary schools, and business amenities

Based upon the above and the attached information, the applicant respectfully requests approval of this rezoning.

Kamran Zafar
(417) 669-4855

Case 047-22: Rezoning
Approx. 215 feet North of the intersection of N. Florida Ave. and E. Newman Rd.



Approximately 215 feet North of the intersection of N. Florida Ave. and E. Newman Rd. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-O (Non-retail Commercial) for future development – Kamran Zafar

N

0 50 100 200 300 400 Feet

P & Z Case 047-22
Kamran Zafar
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-276 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) and including in District C-O (Non-retail Commercial) property as described below and located approximately 215 feet north of the intersection of N. Florida Ave. and E. Newman Rd., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District C-1 (Neighborhood Commercial) the following described property and including in District C-O (Non-retail Commercial).

> Tract 2: All of Lots Numbered Seven Hundred Forty-Three (743), Seven Hundred Forty-four (744), Seven Hundred Forty-five (745), and Seven Hundred Forty-six (746) in Castle Rock Subdivision in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with the North one-half (N1/2) of vacated 19th Street lying south of and adjoining said lots. Subject to easements, restrictions, reservations, and covenants of record, if any

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_____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-279 – Zoning District Change

MEETING DATE:
September 6, 2022

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 046-22: Rezoning - 2601 E. 20th St. – A request to remove from District R-1 (Single-family Residential) and include in District C-1-PD (Neighborhood Commercial Planned Development) for future commercial development – Leonard Hartford Tunnell

BACKGROUND:
This request to rezone to C-1-PD is along the E. 20th St. corridor. The Comprehensive Plan does indicate that this is a mixed-use corridor, while also showing it as future low-density residential in the Future Land Use Map.

Given the high traffic volume and speeds, as well as the arterial classification of 20th St., this property is generally inappropriate for single-family residential. A C-1-PD zoning is appropriate as a low-intensity commercial buffer along the corridor between 20th St. and existing single-family districts to the North.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Leonard Hartford Tunnell, 19362 Hartford Lane, Carthage, Missouri. He stated he has requested the rezoning. The lots on the north side and has already been rezoned C-1-PD or commercial. He stated he has another lot beside him that is already been zoned C-1-PD. It is a sister lot, and it would have the same impact as mine. It is the same width and length and everything. It could even be a larger business space. It is not a good place for residential right now because it is between two businesses. It should have no impact on traffic other than the Buttram lot has, it is the same situation. Of course, it would later generate sales tax for whatever business would occupy the lot as a commercial lot.

PUBLIC COMMENT;

Dana Parker, 1808 S.E. Murphy Blvd, Joplin, Missouri. Ms. Parker stated she was not necessarily opposed to this property being zoned for commercial because they were told a long time ago that was happening. We do have the property adjacent to it on the north and it is residential not commercial. Our issue is the storm drainage. If someone builds something there, we just want to get it on the books that we are watching that. We have had a lot of issues with storm drainage from other businesses tearing up our property. And I just want to get that on there so maybe the City will pay attention to that.

Mr. Eastman stated that Mr. Stanton could address that matter.

Ms. Parker stated that is all she had. She was just curious as to what was going in at that location.

Mr. Stanton stated the storm water management is part of the review process for any new site plan or development. That will be reviewed by our team of engineers whenever it develops.

Ms. Parker stated the last time they just directed it into our yards. She stated she did not want any more water.

Mr. Stanton stated in addition to any storm water mitigation there will be a buffer requirement between the commercial designation and the residence.

RECOMMENDATIONS:
Staff recommends tabling for Council Bill 2022-279.
Planning & Zoning Commission recommends tabling for Case 046-22 (6 in Favor, 0 Opposed, 1 Absent)

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

Case 046-22: Rezoning

> 2601 E. 20th St.-A request to remove from District R-1 (Single-family Residential) and include in District C-1-PD (Neighborhood Commercial Planned Development) for future commercial development.

Mr. Leonard Hartford Tunnell, 19362 Hartford Lane, Carthage, Missouri. He stated he has requested the rezoning. The lots on the north side and has already been rezoned C-1-PD or commercial. He stated he has another lot beside him that is already been zoned C-1-PD. It is a sister lot, and it would have the same impact as mine. It is the same width and length and everything. It could even be a larger business space. It is not a good place for residential right now because it is between two businesses. It should have no impact on traffic other than the Buttram lot has, it is the same situation. Of course, it would later generate sales tax for whatever business would occupy the lot as a commercial lot.

Mr. Eastman asked if the Board had any questions for Mr. Tunnell.

No questions.

Mr. Eastman asked if anyone wished to speak in favor of Case 046-22.

There were none.

Mr. Eastman asked if anyone wished to speak in opposition of Case 046-22.

Dana Parker, 1808 S.E. Murphy Blvd, Joplin, Missouri. Ms. Parker stated she was not necessarily opposed to this property being zoned for commercial because they were told a long time ago that was happening. We do have the property adjacent to it on the north and it is residential not commercial. Our issue is the storm drainage. If someone builds something there, we just want to get it on the books that we are watching that. We have had a lot of issues with storm drainage from other businesses tearing up our property. And I just want to get that on there so maybe the City will pay attention to that.

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Ms. Parker stated the last time they just directed it into our yards. She stated she did not want any more water.

Mr. Stanton stated in addition to any storm water mitigation there will be a buffer requirement between the commercial designation and the residence.

Mr. Eastman asked if anyone else would like to speak in opposition to Case 046-22.

There were none.

MS. STEELE MOVED THAT CASE 046-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. KIMBLE SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Z&P Meeting: August 8, 2022
City Council Meeting: September 6, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 046-22 A request to remove from District R-1 (Single-family Residential) and include in District C-1-PD (Neighborhood Commercial Planned Development) for future commercial development

LOCATION 2601 E. 20th St.

APPLICANT Leonard Hartford Tunnell

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	0.36

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-1-PD	R-1	R-1
Land Use	Vacant	Vacant	Vacant	Church

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
E. 20th St.	Arterial	80'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. This corridor is identified as a mixed-use corridor. C-1-PD zoning is appropriate in that context. The future land use map does indicate future low-density residential, however, C-1-PD does meet the intent of the mixed-use corridor.

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

The current zoning of R-1 is not suitable for the property. E. 20th St. is a high traffic corridor, particularly with this proximity to Range Line Rd. This is a key east-west corridor through Joplin that facilitates a large volume of traffic across the length of the City. Single-family uses would not be appropriate in this context.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. This corridor contains a number of existing uses that correlate to the existing use of the subject property. Properties that are directly adjacent contain an existing commercial use, an existing church, and a vacant property.

DISCUSSION

This request to rezone to C-1-PD is along the E. 20th St. corridor. The Comprehensive Plan does indicate that this is a mixed-use corridor, while also showing it as future low-density residential in the Future Land Use Map.

Given the high traffic volume and speeds, as well as the arterial classification of 20th St., this property is generally inappropriate for single-family residential. A C-1-PD zoning is appropriate as a low-intensity commercial buffer along the corridor between 20th St. and existing single-family districts to the North.

Staff recommends approval of Case 046-22.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Fax: 417-625-4738

Office Use Only
Case No.: _____
Filing Fee: $550.00
Received: _____
Date Advertised: _____
Date Notice Sent: _____
Public Hearing Date: _____

Applicant: Leonard Hartford Tunnell Phone No.: 417 438 5206

Address: 19362 Hartford Lane Carthage Email: Tunnell-LH@hotmail.com

Owner: L H Tunnell Phone No.: Same

Address: Same Email: Same

Location of Property: 2601 E 20th

Present Use of Property: For Sale

Proposed Use of Property: For Sale as C1-PD

Current Zoning: R1 Requested Zoning: C1-PD

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Empty Lot (no access to 20th)	R1
South	A house R1	R1
East	Land for Sale C1-PD + Med Center	C1-PD C1-PD
West	A vacant Church sold for Commercial	

Character of the Neighborhood: The north side of 20th is all zoned C1-PD OR C3-PD (C3-PD Church R1 C1-PD C1-PD

Sold Commer ↑ my lot

Relationship to Existing Zoning Pattern:

Yes	No	
☐	☒	Would proposed change create a small, isolated district unrelated to surrounding districts?
☐	☐	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: It would be an isolated house mixed in with business.

Conformance with Comprehensive Plan:

Yes	No	
☐	☐	Consistent with Development Policies?
☐	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard? Property on both sides are commercial

Street(s) with Access to Property: only 20th street

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Platting:

Yes	No	
☐	☒	Is platting required?
☐	☐	Are lots appropriately sized? 1 lot
☒	☐	Is street right-of-way appropriately sized?
☒	☐	Are drainage and utility easements adequately sized and provided?

Additional Comments: At this time I do not know what business owns the Church

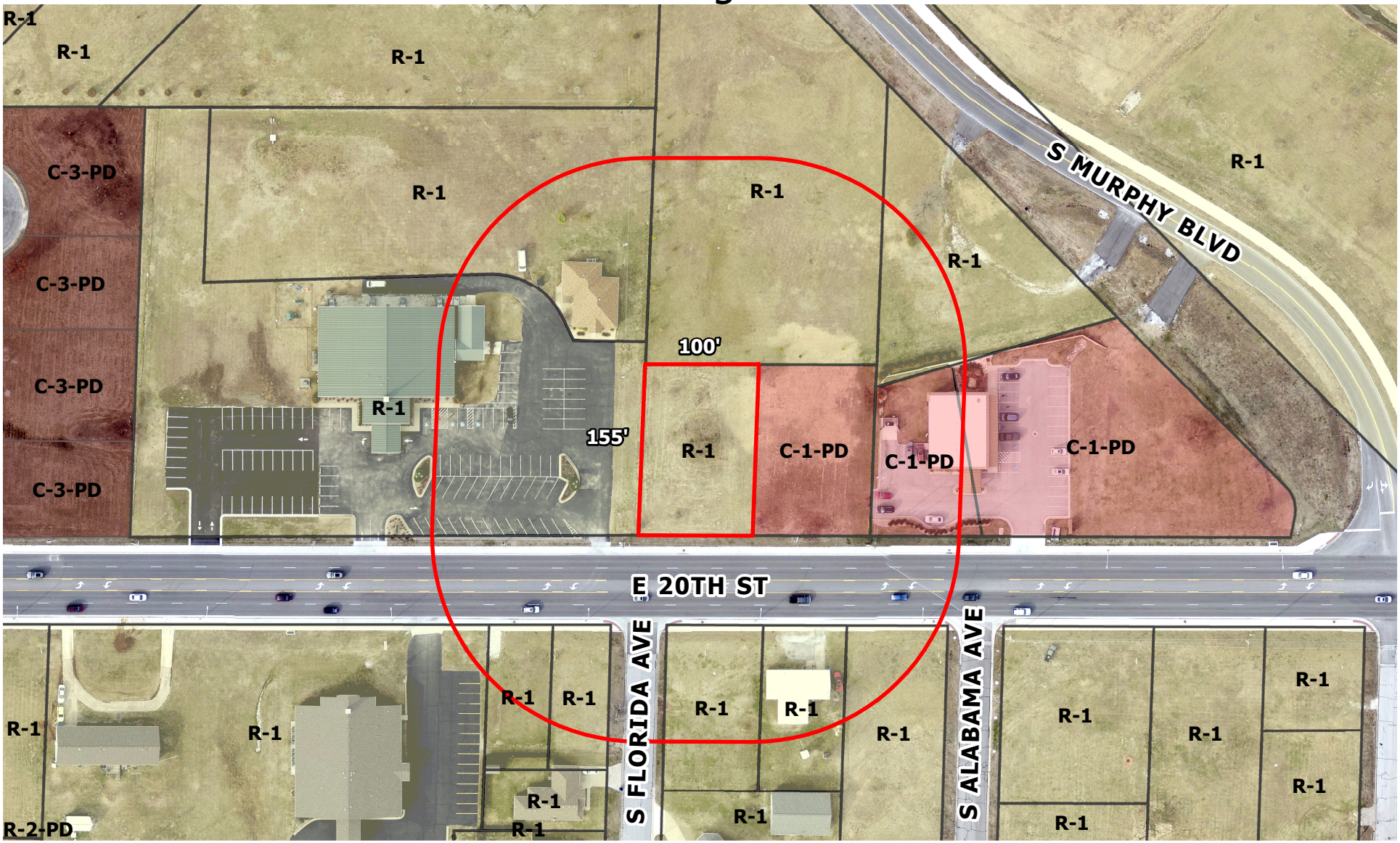
Unique Characteristic of Property and/or Additional Comment:

Submission of Documents:

Yes	No	
☒	☐	Completed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☐	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned. N/A

Signature: T H Jumell **Date:** May 31, 2022

Case 046-22: Rezoning - 2601 E. 20th St.



2601 E. 20th St. – A request to remove from District R-1 (Single-family Residential) and include in District C-1-PD (Neighborhood Commercial Planned Development) for future commercial development – Leonard Hartford Tunnell

P & Z Case 046-22
Leonard Hartford Tunnell
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-279 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-family Residential) and including in District C-1-PD (Neighborhood Commercial Planned Development) property as described below and located at 2601 E. 20th St., City of Joplin, Jasper County, Missouri.

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

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

> All that part of Miscellaneous Tract Numbered Twelve (12), Parcel Forty-two (42) in section 12, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, and further described as follows: Beginning at the Southwest Corner of Miscellaneous Tract Numbered Twelve (12), Parcel 42, in Section 12, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, thence North 170 feet, thence East 105 feet, thence South 170 feet, thence West 105 feet to the beginning

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-280 – Final Plat Review

MEETING DATE:
September 6, 2022

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 050-22: Final Plat - E. 32nd St. and S. Hammons Blvd. – A request to review a final plat – Woodsonia Joplin Apartments, LLC.

BACKGROUND:
This final plat approval is for E. 32nd Place First Plat Subdivision located at the Southeast Corner of E. 32nd St. and S. Hammons Blvd. This subdivision will be 2 commercial lots, zoned C-3 Commercial. This zoning is appropriate for the property and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the Joplin Development Code.

PLANNING & ZONING COMMISSION TESTIMONY:
Patrick Joyce, Anderson Engineering, 941 W. 141 St. Terrace, Kansas City, Missouri representing Woodsonia Apartments on this preliminary and final plat. He stated he could answer any questions that the Board may have.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-280.
Planning & Zoning Commission recommends approval for Case 050-22 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes

Applicant Materials
Map

Case 050-22: Final Plat

E. 32nd St. and S. Hammons Blvd.- A request to review final plat-Woodsonia Joplin Apartments, LLC.

Patrick Joyce, Anderson Engineering, 941 W. 141 St. Terrace, Kansas City, Missouri representing Woodsonia Apartments on this preliminary and final plat. He stated he could answer any questions that the Board may have.

Mr. Eastman asked if the Board had any questions.

No questions from the Board.

Mr. Eastman asked if anyone wished to speak in favor of Case 050-22.

None.

Mr. Eastman asked if anyone wished to speak in opposition of Case 050-22.

None.

MR. KIMBLE MOVED THAT CASE 050-22 BE APPROVED. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Final Plat

CASE 050-22 Final Plat Review

NAME OF SUBDIVISION E. 32nd Place First Plat Subdivision

LOCATION: E. 32nd St. and S. Hammons Blvd.

APPLICANT: Woodsonia Joplin Apartments, LLC

PRESENT ZONING: C-3

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3	C-3	C-3
Land Use	Vacant	Vacant	Church	Vacant

SUBDIVISION:

Number of lots
2

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Hammons Blvd.	Local	50’

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC

HAZARD?

No.

UTILITIES: All necessary utilities will be extended and constructed to provide the site. This includes stormwater detention, sewer, electricity, water, and others. Some have been installed with the work done to Hammons Blvd. already.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION:

This final plat approval is for E. 32nd Place First Plat Subdivision located at the Southeast Corner of E. 32nd St. and S. Hammons Blvd. This subdivision will be 2 commercial lots, zoned C-3 Commercial. This zoning is appropriate for the property and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the Joplin Development Code.

Woodsonia Joplin Apartments is seeking a 2-lot commercial subdivision for apartments and future commercial development. Utilities will be required to be extended, and some already have been.

Staff recommends approval of Case 050-22

ENCLOSURES:

Applicant Material
Final Plat
Map

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.:_____
Date Filed:_____
Date of Meeting:_____
Filing Fee: $0

Case 050-22

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 1511
FAX 417-625-4738

I. Name of Subdivision: E 32nd Place First Plat Subdivision

II. Name of Owner: Woodsonia Joplin Apartments, LLC

III. Name of Subdivider: Woosoniaa Joplin Apartments, LLC

IV. Name of Person who prepared the Plat: Anderson Engineering

V. Point of Contact: Trevor Fox Phone No.: 816-777-0400

VI. Email: tfox@ae-inc.com

VII. Location of Property by Streets: E 32nd Street and S Hammons Blvd.

VIII. Present Zoning of Property: C-3

IX. Present Uses of Property: Vacant

X. No. of Acres in Total Tract: 27.07 No. of Lots: 2

XI. Date of Hearing: August 8, 2022

Instructions:
The following checklist is to be completed **by the applicant** and shall 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.

XII. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision	☑	☐
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.	☑	☐

C. Location of monuments or benchmarks. 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. ☑ ☐

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. ☑ ☐

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ☑ ☐

F. Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets. ☑ ☐

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. ☑ ☐

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. ☑ ☐

I. Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements. ☑ ☐

J. Name and address of the registered land surveyor preparing the plat. ☑ ☐

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

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ☑ ☐

XIII. Was the original on mylar, and 20 paper copies submitted? ☑ ☐

XIV. Was a .pdf copy, shapefile, and .docx of legal description submitted on thumb drive? ☑ ☐

XV. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ☑ ☐

B. Dedications or reservations. ☑ ☐

C. Surveyor preparing plat. ☑ ☐

XVI. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☑ ☐

XVII. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? ☐ ☑

B. If so, has a copy been submitted? ☐ ☑

No deed restrictions planned

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

	Construction	Bond	Petition (%)
Streets	N/A	N/A	N/A
Water	N/A	N/A	N/A
Sewer	N/A	N/A	N/A
Sidewalks	N/A	N/A	N/A
Stormwater	N/A	N/A	N/A
Other, as required			
1. N/A	N/A	N/A	N/A
2. N/A	N/A	N/A	N/A
3. N/A	N/A	N/A	N/A

XIX. Are additional comments attached? ☐ ☑

No additional comments

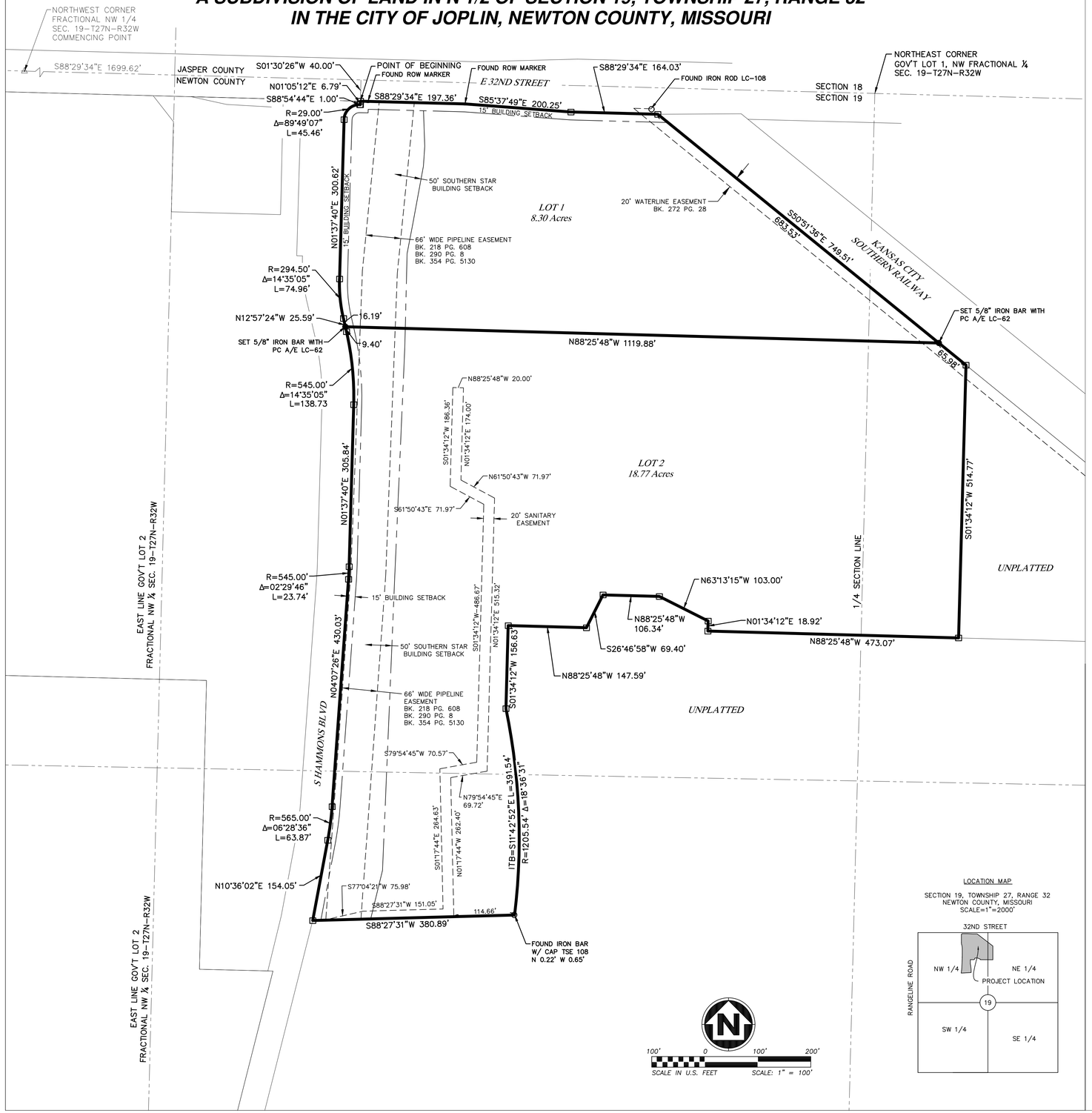
Final plats that do not meet subdivision regulations will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature

07/01/2022

Date

FINAL PLAT OF
E 32ND PLACE FIRST PLAT
A SUBDIVISION OF LAND IN N 1/2 OF SECTION 19, TOWNSHIP 27, RANGE 32
IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI



LOCATION MAP

SECTION 19, TOWNSHIP 27, RANGE 32
NEWTON COUNTY, MISSOURI
SCALE=1"=2000'

PLAT DESCRIPTION

All that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 27 North, Range 32 West, in the City of Joplin, Newton County, Missouri, being more particularly described as follows: commencing at the northwest corner of said Section 19, thence South 88 degrees 29 minutes 34 seconds East, with the north line of the Northwest Quarter of said Section 19, a distance of 1699.62 feet; thence South 01 degree 30 minutes 26 seconds West, a distance of 40.00 feet to the intersection of the south right–of–way line of E. 32nd Street and east right–of–way line of S. Hammons Boulevard, said point being the point of beginning; thence South 88 degrees 29 minutes 34 seconds East, with the south right–of–way line of E. 32nd Street, a distance of 197.36 feet; thence South 85 degrees 37 minutes 49 seconds East, continuing with the south right–of–way line of E. 32nd Street, a distance if 200.25 feet; thence South 88 degrees 29 minutes 34 seconds East, continuing with the south right–of–way line of E. 32nd Street, a distance of 164.03 feet to a point on the southwesterly line of the Kansas City Southern Railway property; thence South 50 degrees 51 minutes 36 seconds East, with the southwesterly line of the Kansas City Southern Railway property and no longer with the south right–of–way line of E. 32nd Street, a distance of 749.51 feet; thence South 01 degree 34 minutes 12 seconds West, and no longer with the southwesterly line of the Kansas City Southern Railway property, a distance of 514.77 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 473.07 feet; thence North 01 degree 34 minutes 12 seconds East, a distance of 18.92 feet; thence North 63 degrees 13 minutes 15 seconds West, a distance of 103.00 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 106.34 feet; thence South 26 degrees 46 minutes 58 seconds West, a distance of 69.40 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 147.59 feet; thence South 01 degree 34 minutes 12 seconds West, a distance of 156.63 feet; thence on a curve to the right having a radius of 1205.54 feet, a central angle of 18 degrees 36 minute 31 seconds, with an initial tangent bearing of South 02 degrees 24 minutes 36 seconds East, an arc distance of 391.54 feet; thence South 88 degrees 27 minutes 31 seconds West, a distance of 380.89 feet to a point on the east right–of–way line of S. Hammons Boulevard; thence North 10 degrees 36 minutes 02 seconds East, with the east right–of–way line of S. Hammons Boulevard, a distance of 154.05 feet to a point of curvature; thence continuing with the east right–of–way line of S. Hammons Boulevard on a curve to the left having a radius of 565.00 feet, a central angle of 06 degrees 28 minutes 35 seconds, an arc distance of 63.87 feet; thence North 04 degrees 07 minutes 26 seconds East, continuing with the east right–of–way line of S. Hammons Boulevard, a distance of 430.03 feet to a point of curvature; thence continuing with the east right–of–way line of S. Hammons Boulevard on a curve to the left having a radius of 545.00 feet, a central angle of 02 degrees 29 minutes 46 seconds, an arc distance of 23.74 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right–of–way line of S. Hammons Boulevard, a distance of 305.84 feet to a point of curvature; thence continuing with the east right–of–way line of S. Hammons Boulevard on a curve to the left having a radius of 545.00 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 138.73 feet; thence North 12 degrees 57 minutes 24 seconds West, continuing with the east right–of–way line of S. Hammons Boulevard, a distance of 25.59 feet to a point of curvature; thence continuing with the east right–of–way line of S. Hammons Boulevard on a curve to the right having a radius of 294.50 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 74.96 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right–of–way line of S. Hammons Boulevard, a distance of 300.62 feet to a point of curvature; thence continuing with the east right–of–way line of S. Hammons Boulevard on a curve to the right having a radius of 29.00 feet, a central angle of 89 degrees 49 minutes 07 seconds, an arc distance of 45.46 feet; thence South 88 degrees 54 minutes 47 seconds East, continuing with the east right–of–way line of S. Hammons Boulevard, a distance of 1.00 feet; thence North 01 degrees 05 minutes 13 seconds East, continuing with the east right–of–way line of S. Hammons Boulevard, a distance of 6.72 feet to the point of beginning.

DEDICATION

The undersigned owner(s) of the property described herein has/have caused the same to be subdivided in the manner shown on this plat and the property shall hereafter be known as E 32ND Place First Plat.

EASEMENTS

An easement or license is hereby granted to the city of Joplin, Missouri, to locate, construct and maintain, or to authorize the location, construction and maintenance of poles, wires, anchors, conduits, and/or structures for water, gas, sanitary sewer, storm sewer, electricity, telephone, cable television, or any other necessary public utility or services, any or all of them, upon, over, or under those areas outlined or designated upon this plat as utility easements (u/e), or within any street or thoroughfare dedicated to public use on this plat.

STREETS

Roads and streets shown on this plat and not heretofore dedicated to public use as thoroughfares are hereby so dedicated.

MASTER DRAINAGE PLAN

Individual lot owners shall not change or obstruct the flow path on lots, as shown on the master drainage plan, unless specific application is made and approved by The City Engineer.

BUILDING LINES

Building lines or setback lines are hereby established as shown on the accompanying plat and no building or portion thereof shall be constructed between this line and the street right of way line.

FLOOD ZONE DESIGNATION

This area is shown as Flood Zone "X", area of minimal flood hazard, per FEMA National Flood Insurance Program Map Number 29097C0286E, effective date November 02, 2012.

in testimony whereof, the undersigned owners have hereunto set their hands this ____ day of _____ , 2022.

Woodsonia Joplin Apartment, LLC

State of :)

County of :)

On this _____ day of _____ , 2022, before me personally appeared the above persons, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal at my office in said county and state the date and year last written above.

Notary Public _____ My commission expires: _____.

This is to certify that the within plat of E 32nd Place First Plat, was submitted to and duly approved by the Mayor and City Council of the City of Joplin, Missouri, this _____ day of _____ , 2022, by Ordinance No. _____.

Ryan Stanley – Mayor Date

Holly Nagy – City Clerk Date

Paul Zerkel, P.E. – City Engineer Date

Troy Bolander – Director of Planning and Development Date

Cheryle Perkins – Newton County Assessor Date

LEGEND

- ○ = FOUND SURVEY MONUMENT AS NOTED
- □ = FOUND 5/8 IRON BAR WITH PC A/E LC–62 FROM PREV. SURVEY
- ● = SET 5/8" IRON BAR WITH 1" PLASTIC CAP STAMPED A/E INC LC–62

DEVELOPER:
WOODSONIA JOPLIN APARTMENTS, LLC
600 NE COLBERN ROAD
LEE'S SUMMIT, MO, 64086

SURVEYOR'S REPORT

1. The basis of bearing for this survey is the Missouri Coordinate System of 1983, West Zone (NSRS 2011)

2. Any missing exterior plat boundary corners will be monumented with 5/8" rebar permanent monuments and caps (LC–62). All interior lot corners will be monumented with a 1/2" rebar monument and plastic cap (LC–62)

3. All lots, parcels and properties in this subdivision shall be subject to the Declaration of Restrictions for Corrected Plat of E 32nd Place First Plat as filed in the office of the recorder of deeds in Newton County, Missouri.

SURVEYOR'S CERTIFICATE

I hereby certify that the plat of "E 32ND PLACE FIRST PLAT" is based on an actual survey made by me or under my direct supervision and that said survey meets or exceeds the current Standards for Property Boundary Surveys as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors and the Missouri Department of agriculture. I further certify that I have complied with all statues, ordinances and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
941 W 14IST TERR, STE A • KANSAS CITY, MO 6416 • PHONE (816) 777-0400
A LICENSED KANSAS ENGINEERING & SURVEYING CORPORATION - E-1371, S-17
A LICENSED MISSOURI ENGINEERING & SURVEYING CORPORATION - LC 62

DRAWING INFO.

DRAWN BY:	AS
CHECK BY:	SD
LICENSE NO.	LC-62
DATE:	April 27,2022
ISSUED FOR:	
JOB NUMBER:	21KCI0040
NE COA NO.	

REVISIONS

NO.	DESCRIPTION	BY	DATE

© COPYRIGHT ANDERSON ENGINEERING, INC. 2022

WOODSONIA JOPLIN APARTMENTS, LLC

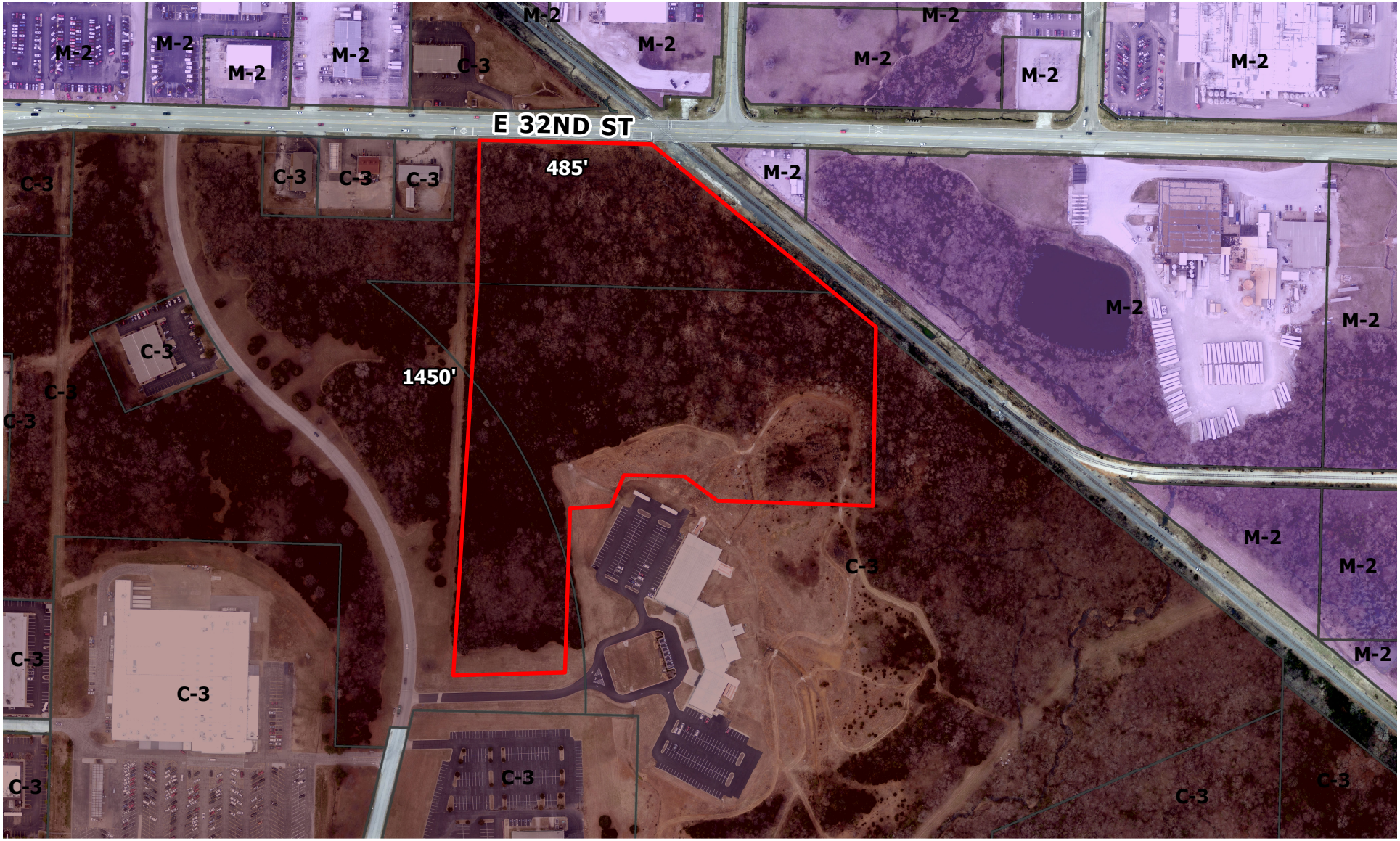
FINAL PLAT OF
E 32ND PLACE FIRST PLAT
A SUBDIVISION OF LAND IN N 1/2 OF S 19, T27,RANGE 32
IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI

STATE OF MISSOURI
SAMUEL J. DERMER
NUMBER PLS-2013000041
PROFESSIONAL LAND SURVEYOR
05/05/2022

SHEET NUMBER

1 OF 1

Case 050-22: Final Plat - E. 32nd St. and S. Hammons Blvd.



E. 32nd St. and S. Hammons Blvd. – A request to review a final plat – Woodsonia Joplin Apartments, LLC.

P & Z Case 050-22
Woodsonia Joplin, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-280 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the E 32nd Place First Plat located at E. 32nd St. and Hammons Blvd., in the City of Joplin, Newton County, Missouri.

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 E. 32nd St. and Hammons Blvd. in the City of Joplin, Newton County, Missouri be and the same are hereby fixed and established as follows:

All that part of the Northwest Quarter and the Northeast Quarter of Section 19, Township 27 North, Range 32 West, in the City of Joplin, Newton County, Missouri, being more particularly described as follows: commencing at the northwest corner of said Section 19, thence South 88 degrees 29 minutes 34 seconds East, with the north line of the Northwest Quarter of said Section 19, a distance of 1669.62 feet; thence South 01 degree 30 minutes 26 seconds West, a distance of 40.00 feet to the intersection of the south right-of-way line of E. 32nd Street and east right-of-way line of S. Hammons Boulevard, said point being the point of beginning; thence South 88 degrees 29 minutes 34 seconds East, with the south right-of-way line of E. 32nd Street, a distance of 197.36 feet; thence South 85 degrees 37 minutes 49 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance if 200.25 feet; thence South 88 degrees 29 minutes 34 seconds East, continuing with the south right-of-way line of E. 32nd Street, a distance of 163.90 feet to a point on the southwesterly line of the Kansas City Southern Railway property; thence South 50 degrees 51 minutes 46 seconds East, with the southwesterly line of the Kansas City Southern Railway property and no longer with the south right-of-way line of E. 32nd Street, a distance of 749.62 feet; thence South 01 degree 34 minutes 12 seconds West, and no longer with the southwesterly line of the Kansas City Southern Railway property, a distance of 514.77 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 473.07 feet; thence North 01 degree 34 minutes 12 seconds East, a distance of 18.92 feet; thence North 63 degrees 13 minutes 15 seconds West, a distance of 103.00 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 106.34 feet; thence South 26 degrees 46 minutes 58 seconds West, a distance of 69.40 feet; thence North 88 degrees 25 minutes 48 seconds West, a distance of 147.59 feet; thence South 01 degree 34 minutes 12 seconds West, a distance of 156.63 feet; thence on a curve to the right having a radius of 1205.54 feet, a central angle of 15 degrees 44 minute 07 seconds, with an initial tangent bearing of South 11 degrees 42 minutes 52 seconds East, an arc distance of 331.08 feet; thence South 88 degrees 27 minutes 31 seconds West, a distance of 375.35 feet to a point on the east right-of-way line of S. Hammons Boulevard; thence North 10 degrees 36 minutes 02 seconds East, with the east right-of-way line of S. Hammons Boulevard, a distance of 92.68 feet to a point of curvature; thence continuing

with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 565.00 feet, a central angle of 06 degrees 28 minutes 35 seconds, an arc distance of 63.87 feet; thence North 04 degrees 07 minutes 26 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 430.03 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 545.00 feet, a central angle of 02 degrees 29 minutes 46 seconds, an arc distance of 23.74 feet; thence North 01 degree 37 minutes 18 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 305.84 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the left having a radius of 545.00 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 138.73 feet; thence North 12 degrees 57 minutes 24 seconds West, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 25.59 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 294.50 feet, a central angle of 14 degrees 35 minutes 05 seconds, an arc distance of 74.96 feet; thence North 01 degree 37 minutes 40 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 300.62 feet to a point of curvature; thence continuing with the east right-of-way line of S. Hammons Boulevard on a curve to the right having a radius of 29.00 feet, a central angle of 89 degrees 46 minutes 07 seconds, an arc distance of 45.46 feet; thence North 09 degrees 33 minutes 14 seconds East, continuing with the east right-of-way line of S. Hammons Boulevard, a distance of 6.79 feet to the point of beginning

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, Newton 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 ____ day of _____ _____ 20___, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Resolution 2022-014 – HOME American Recovery Plan Allocation Plan.

MEETING DATE
September 19, 2022

REVIEWED BY
Director of Planning Development and Neighborhood Services, Director of Finance, City Attorney, City Manager

SUMMARY
The following is a resolution that authorizes the submittal of the HOME-ARP allocation plan to the U.S. Department of Housing and Urban Development (HUD) for the Joplin HOME Consortium American Recovery Plan (HOME ARP) Program as substantial amendment to the 2021 Action Plan in the amount of $1,735,017.00.

BACKGROUND
As required for funds appropriated under Section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2) (ARP) for the HOME Investment Partnerships Program (HOME) the City of Joplin as the Participation Jurisdiction of the HOME Consortium has prepared the HOME-ARP allocation plan in accordance with the CPD-21-10 notice. This plan was prepared in accordance with the consultation requirements of said CPD notice and the City of Joplin Entitlement Program Citizen Participation Plan. Allocations to eligible activities to benefit qualifying populations were made in consideration with requirements of the funding as outlined in the federal register notice, gap analysis conducted by staff and with required consultation with the Continuum of Care (Homeless Coalition). Notice for agencies to apply for funding will be advertised following approval of federal assistance agreement between the United State Department of Housing and Urban development and the City. Competitive applications will be awarded following rank and review by committee consisting of City staff and homelessness service providers whose agencies do not apply for funding.

The HOME-ARP allocation for the Joplin HOME Consortium is $1,736,017.00.

RECOMMENDATION
Staff recommends adoption of this Resolution.

ATTACHMENTS
HOME ARP Allocation Plan
Resolution No. 2022-014



City of Joplin, Missouri
Community Development Block Grant
And HOME Partnership
Investment Program

FY2021

ACTION PLAN

Substantial Amendment

HOME-ARP Description:

The HOME-ARP program, appropriated under section 3205 of the American Rescue Plan Act of 2021 (P.L. 117-2), awarded $1,736,017.00 to the Joplin HOME Consortium. The intent of the HOME-ARP program is to provide jurisdictions resources to address the needs of homeless and those at risk of homelessness, by providing shelter and housing to eligible populations. This is not an income qualifying program, and eligibly beneficiaries are determined by the following definitions:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (**42 U.S.C. 11302(a)**);
- At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act (**42 U.S.C. 11360(1)**);
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary;
- In other populations where providing supportive services or assistance under section 212(a) of the Act (**42 U.S.C. 12742(a)**) would prevent the family's homelessness or would serve those with the greatest risk of housing instability;
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

Similarly, eligible activities are limited to those targeted to qualifying populations. Eligible activities include:

- Production or rehabilitation of affordable rental properties. 15-year dead restriction and leases are required. Applicant must demonstrate feasibility and sustainability of the development for 15-year compliance period despite tenants having presumed little to no income. Therefore, if vouchers or other means to guarantee rent is paid is unavailable, HOME-ARP funded reserve to pay rent for the units is an eligible use.
- Tenant-Based Rental Assistance (TBRA) – qualifying populations approved through Coordinated Entry by the Homeless Coalition.
- Supportive Services, Homeless Prevention Services, and Housing Counseling – beneficiaries must be a qualifying population but not required to be in a HOME-ARP funded unit.
- Purchase and Development of Non-Congregate Shelter. Shelter units can eventually be converted to permanent housing after 15-year deed restriction is released.

HOME-ARP Allocation Process

The following allocation process is in conformity with the Entitlement Program Citizen Participation Plan and the HOME-ARP regulations as outlined in CPD-2021-10. The Citizen participation plan requires to legally advertised public meetings and a resolution adopted by council to submit plan to Housing and Urban Development.

Required Agency Consultation

Homelessness Providers, specifically the Continuum of Care
Domestic Violence Providers
Public Housing Authorities
Joplin HOME Consortium

Gap Analysis Required to Identify Highest Need of Eligible activities.

Timeline:

May 9th, 2022 – Gap analysis completed and presented to the Continuum of Care at the regularly scheduled monthly meeting of the Homeless Coalition. Gap analysis verified by homelessness providers and formulation of allocation plan template commenced.

Open door invitation made to interested parties in applying for funds once notice of availability advertised. Open door consultation with interested parties began to establish the requirements of the program well in advance of application opportunity.

Draft Allocation Plan presented to Joplin HOME Consortium meeting held on August 11th, 2022 in Joplin City Hall to all Consortium Members Present.

September 19th, 2022 Allocation Plan is presented to Joplin City Council to pass resolution to submit Allocation Plan to Housing and Urban Development.

Once grant agreement signed, Notice of Funding Availability (NOFA) will be published for homelessness providers to apply.

NOFA Requirements

Equal opportunity for qualified agencies to apply for funds. Awards made must be prioritized based on highest needs identified in the gap analysis and highest need qualifying populations.

Rank and Review Committee format, consisting of homelessness agency representatives not applying for funds, will be used to score published criteria for application and the requirements of the program to allocate and award funds. Committee to be formed at time of NOFA publication.

HOME-ARP Allocation Plan Template

Guidance

- To receive its HOME-ARP allocation, a PJ must:
  - Engage in consultation with at least the required organizations;
  - Provide for public participation including a 15-day public comment period and one public hearing, at a minimum; and,
  - Develop a plan that meets the requirements in the HOME-ARP Notice.
- To submit: a PJ must upload a Microsoft Word or PDF version of the plan in IDIS as an attachment next to the "HOME-ARP allocation plan" option on either the AD-26 screen (for PJs whose FY 2021 annual action plan is a Year 2-5 annual action plan) or the AD-25 screen (for PJs whose FY 2021 annual action plan is a Year 1 annual action plan that is part of the 2021 consolidated plan).
- PJs must also submit an SF-424, SF-424B, and SF-424D, and the following certifications as an attachment on either the AD-26 or AD-25 screen, as applicable:
  - Affirmatively Further Fair Housing;
  - Uniform Relocation Assistance and Real Property Acquisition Policies Act and Anti-displacement and Relocation Assistance Plan;
  - Anti-Lobbying;
  - Authority of Jurisdiction;
  - Section 3; and,
  - HOME-ARP specific certification.

Participating Jurisdiction: City of Joplin **Date:** 9/19/2022

Consultation

Before developing its plan, a PJ must consult with the CoC(s) serving the jurisdiction's geographic area, homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities, at a minimum. State PJs are not required to consult with every PHA or CoC within the state's boundaries; however, local PJs must consult with all PHAs (including statewide or regional PHAs) and CoCs serving the jurisdiction.

Summarize the consultation process:

In accordance with the City of Joplin Citizen Participation Plan, the requirements of HOME-ARP as outlined in CPD-21-10, and in consultation with the participants of the Joplin HOME Consortium, the City of Joplin conducted two advertised public meetings, and hearing to pass resolution by City Council. The formal consultion with the Japster/Newton County Continuum of Care occurred at the first advertised public meeting on the 2nd floor conference room of Joplin

City Hall to allow the public to participate remotely in the virtuall meeting of the Homeless Coalition on May 9th, 2022. The second public meting was on August 11th, 2022 at the advertised meeting of the Joplin HOME Consortium members. Both public meetings were followed by a public comment period of 30 days. Further, regular invitations to inquire on the program and consultation on eligibility and requiremts of the program have been offered at the monthly meetings of the Homeless Coalition to develop familiarity of the program prior to any announcement of opportynity to apply for funding, in the interest of providing organizations with limited technical capacity time to familiarize themselves with the program and the ability to apply.

List the organizations consulted, and summarize the feedback received from these entities.

Agency/Org Consulted	Type of Agency/Org	Method of Consultation	Feedback
Economic Security Corperation of the Southwest Area	Nonprofit/Lead Applicant of the Coc/ Homelessness provider/Coordinated Entry	CoC public meeting on May 9th, 2022	Concurred that highest need is for rental units to place vouchers. Waitlist of those applying for assistance is substantially larger than past years and currently have approved assistance without a rental in which the household can be placed.
Lafayette House (LH)	Domestic Violence Shelter	CoC public meeting on May 9th, 2022	Concurred with the delivery of the Gap Analysis report. Chair of the Homeless Coalition requested direct feedback from the organization and LH expressed need for clients to be placed in safe rentals
Ozark Center	Behavioral health/Councelling/Therapy	CoC public meeting on May 9th, 2022	Concurred with the Gap Analysis
Housing Connect	Coordinated Entry Program	CoC public meeting on May 9th, 2022	Assisted in the Gap Analysis
Next Steps	Homeless Outreach	CoC public meeting on May 9th, 2022	Concurred with the Gap Analysis
Veterans Administration	Public Agency	CoC public meeting on May 9th, 2022	Concurred with the Gap Analysis

ICA	HMIS administrator for CoC	CoC public meeting on May 9th, 2022	Assisted in the Gap Analysis
Catholic Charities	Nonprofit homeless services and housing provider	CoC public meeting on May 9th, 2022	Concurred with the Gap Analysis/Expressed interest in applying

If additional space is needed, insert image of table here:

ACCESS Family Care	Affordable Helthcare Provider	CoC public meeting on May 9th, 2022	Concurred with the Gap Analysis
Children's Haven	Youth Shelter	CoC public meeting on May 9th, 2022	Concurred with the Gap Analysis
Jasper County Public Housing	PHA	CoC public meeting on May 9th, 2022	Concurred with the Gap Analysis
Vita Nova Village	Non-profit developming Tiny Home concept for homeless	CoC public meeting on May 9th, 2022	Concurred with the Gap Analysis/Expressed interest in applying
Salvation Army	Homelessness Services Provider	CoC public meeting on May 9th, 2022	Concurred with the Gap Analysis
Soul's Harvor	Emergency Shelter	CoC public meeting on May 9th, 2022	Concurred with the Gap Analysis/Expressed interest in applying
Joplin Public Housing Authority	PHA	Direct consultation with the Director	Concurred with the Gap Analysis/Expressed interest in applying
Joplin HOME Consortium	Local Juristictions	Consortium Meeting on August 11th, 2022	Commented on allocaiton plan prior to Council

Public Participation

PJs must provide for and encourage citizen participation in the development of the HOME-ARP allocation plan. Before submission of the plan, PJs must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan of **no less**

than 15 calendar days. The PJ must follow its adopted requirements for "reasonable notice and an opportunity to comment" for plan amendments in its current citizen participation plan. In addition, PJs must hold **at least one public hearing** during the development of the HOME-ARP allocation plan and prior to submission.

For the purposes of HOME-ARP, PJs are required to make the following information available to the public:

- The amount of HOME-ARP the PJ will receive,
- The range of activities the PJ may undertake.

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- ***Public comment period:*** *start date -* ***5/10/2022*** *end date -* ***6/8/2022***
- ***Public hearing: 9/18/2022***

In total there have been two 30 day public comment periods. The first was following the May 9th public meeting of the Continuum of Care on May 9th and closing on June 8th, and the second was following the meeting on August 11th and ending on September 12th.

Describe any efforts to broaden public participation:

In accordance with City policy all public meetings are held in accessible locations, and if meeting participants are virtual, the City accomidates those without internet access by providing congrence space with appropriate equipment to ensure participations. All agendas are posted with contact to be given notice if accommodation will be required to attend. Public meetings and comment periods are above the required minimum for plan adoption in the City of Joplin Citizen Participation Plan.

A PJ must consider any comments or views of residents received in writing, or orally at a public hearing, when preparing the HOME-ARP allocation plan.

Summarize the comments and recommendations received through the public participation process:

Written responses can be summarized as a need to have units available to house qualifying populations. Some organizaitons expressed interest in coordinations with those who would apply. The only responses from individuals from the public not representing a homeless organization were phone contacts made through the newspaper advertisement. The comments varied greatly.

Summarize any comments or recommendations not accepted and state the reasons why:

All phone call responses from individuals from the public were recommendations to expend the funds on ineligible activities that did not serve homeless populations. Examples include, fund police and fire, repair streetlights in their neighborhood, etc.

Needs Assessment and Gaps Analysis

PJs must evaluate the size and demographic composition of qualifying populations within its boundaries and assess the unmet needs of those populations. In addition, a PJ must identify any gaps within its current shelter and housing inventory as well as the service delivery system. A PJ should use current data, including point in time count, housing inventory count, or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services. The PJ may use the optional tables provided below and/or attach additional data tables to this template.

OPTIONAL Homeless Needs Inventory and Gap Analysis Table

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# of Beds	# of Units	# of Beds	# of Units	# of Beds					# of Beds	# of Units	# of Beds	# of Units
Emergency Shelter	54	2	125	4	15								
Transitional Housing	45	3	45	2	25								
Permanent Supportive Housing	51	5	85	3	98								
Other Permanent Housing						#	76	#	#				
Sheltered Homeless						24	98	38	#				
Unsheltered Homeless						0	36	4	#				
Current Gap										25	1	0	0

Suggested Data Sources: 1. Point in Time Count (PIT); 2. Continuum of Care Housing Inventory Count (HIC); 3. Consultation

OPTIONAL Housing Needs Inventory and Gap Analysis Table

Non-Homeless			
	Current Inventory	**Level of Need**	**Gap Analysis**
	# of Units	# of Households	# of Households
Total Rental Units	8800		
Rental Units Affordable to HH at 30% AMI (At-Risk of Homelessness)	250		
Rental Units Affordable to HH at 50% AMI (Other Populations)	430		
0%-30% AMI Renter HH w/ 1 or more severe housing problems (At-Risk of Homelessness)		920	
30%-50% AMI Renter HH w/ 1 or more severe housing problems (Other Populations)		700	
Current Gaps			750

Suggested Data Sources: 1. American Community Survey (ACS); 2. Comprehensive Housing Affordability Strategy (CHAS)

Describe the size and demographic composition of qualifying populations within the PJ's boundaries:

According to the 2021 Joplin Comprehensive Housing Study there are 815 homeowner and 2180 renters whose household incomes are less than $20,000 and are housing cost burdened. This seems to be consistent with numbers provided by the Homeless Coalition, for the total numbers of household requesting assistance on the inactive, housed and first time entered HMIS counts for the previous year is 1,495. The average household size of the City of Joplin is 2.3 manking the number of persons at risk of homelessness approximately 3,400. Therefore the population at risk of homelessness is approximately between 2180 and 3300 persons. Additionally the homeless count at the most recent PIT was 210 sheltered and 35 unsheltered.

Describe the unmet housing and service needs of qualifying populations, including but not limited to:

- ***Sheltered and unsheltered homeless populations;***
- ***Those currently housed populations at risk of homelessness;***
- ***Other families requiring services or housing assistance or to prevent homelessness; and,***
- ***Those at greatest risk of housing instability or in unstable housing situations:***

Safe Haven facilities were identified as abcent within the CoC. While some behavioral health services are provide through partners such as Ozark Center, a 24 hour service tailored to those who are in need of mental health services as well as shelter currently is not in operation in the area.

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing:

The total ESG funds awarded for PY 2020 was approximately $660,000.00. Of those funds approximately $130,000.00 are allocated for rapid rehousing, $315,000.00 allocated to Shelter Care Plus, $90,000.00 for permenant supportive housing and $50,000.00 for Chronicly Homeless programs. Further TBRA and homelessness prevention funds are applied for and received from MHDC as well as supportive services funds to fully fund Coordinated Enty. HMIS and Coordinated Entry funds is provided through the City of Joplin CDBG Entitlement Program.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

Currently many of the shelters do not report their housing inventory to HMIS reporting, mental health services are prided by partners but services are limited. Mental health training is also needed for street outreach teams in the CoC.

Identify the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions in its definition of "other populations" as established in the HOME-ARP Notice:

The highest identifiable risk is housing cost burden.

Identify priority needs for qualifying populations:
The rental market is currently expremently competitive. All qualifying populations would benefit from greater supply. This is creating further pressures on those experiencing homelessness. Currently, a number of organizations in the Homeless Coalition have aroved assistance for housing with no unit for the recipient to be placed.

Explain how the level of need and gaps in its shelter and housing inventory and service delivery systems based on the data presented in the plan were determined:
The PIT and HIC is much of the readily available data for gap analysis, however, HMIS performance measure can further elaborate what is otherwise a limited dataset. Return to homelessness remains relatively low in the CoC however, length of homelessness and days on the active list until placed in permenant housing has been growing.

HOME-ARP Activities

Describe the method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors and whether the PJ will administer eligible activities directly:
The City of Joplin will administer the allocation of HOME-ARP funds and manage HOME-ARP activites through Sub-Recipient agreements, similar to the existing HOME program. The City will issue Notice of Funding Opportunity and provide 30 for preliminary applications to be submitted. Prelimiary applications will be required to determine project eligibility, prioritization based on needs determined within this allocations plan, and preliminary feasibility for all contruction project for the 15 year period as required in CPD-21-10. A Rank and Review Committee consisting of organizations serving qualifying populations who do not apply for funds, similar to the CoC process for allocating funds, will be used to prioritize funding and awards granted on activites serving highest need and awarded based on funds available

If any portion of the PJ's HOME-ARP administrative funds were provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:
No portion of the administrative funding was distributed prior to HUD's approval of the City's HOME-ARP Allocation Plan.

PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits. The following table may be used to meet this requirement.

Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	$ 173,601.70		
Acquisition and Development of Non-Congregate Shelters	$ 694,406.80		
Tenant Based Rental Assistance (TBRA)	$ 173,601.70		
Development of Affordable Rental Housing	$ 347,203.40		
Non-Profit Operating	$ 86,800.85	5 %	5%
Non-Profit Capacity Building	$ 0	0 %	5%
Administration and Planning	$ 260,402.55	15 %	15%
Total HOME ARP Allocation	$ 1,736,017.00		

Additional narrative, if applicable:
Preliminary allocations are determined by first by needs identified in the gap analysis, and the funding thresholds identified in the Citizen Participation Plan that will allow funds to be deobligated and moved to construction project as a minor amendment, to ensure timely delivery of sub-recipient agreements to City Council.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:
Enter narrative response here.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:
6

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how it will address the PJ's priority needs:
Enter narrative response here.

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

- Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a).
- PJs are not required to describe specific projects to which the preferences will apply.

HOME-ARP sub-recipient agreements will require non-congregant shelter and rentals to participate in the Coordinated Entry Program referral system and prioritize homeless and those

Fleeing, Attempting to Flee Domestic Violence, Dating Violence, Sexual Assalt, Stalking, or Human Trafficking, as defined in CPD-21-10 and in accordance with the Jasper/Newton County Continuum of Care vulnerability assessment tool. No futher preference will be given to subpopulations.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or category of qualifying population, consistent with the PJ's needs assessment and gap analysis:

Enter narrative response here.

If a preference was identified, describe how the PJ will use HOME-ARP funds to address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the preference:

The supportive services allocation of the plan is intended to service the other populations as defined in CPD-21-10. Supportive services funding is intended to enhance the Coordinated Entry Process, referrals and connection of existing services, housing counciling and case management.

HOME-ARP Refinancing Guidelines

If the PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the PJ must state its HOME-ARP refinancing guidelines in accordance with 24 CFR 92.206(b). The guidelines must describe the conditions under with the PJ will refinance existing debt for a HOME-ARP rental project, including:

- ***Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity***
  HOME-ARP will not be used in refinancing.

- ***Require a review of management practices to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.***
  HOME-ARP will not be used in refinancing

- ***State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.***
  HOME-ARP will not be used in refinancing

- ***Specify the required compliance period, whether it is the minimum 15 years or longer.***
  HOME-ARP will not be used in refinancing

- ***State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG***.
  HOME-ARP will not be used in refinancing

- ***Other requirements in the PJ's guidelines, if applicable:***
  HOME-ARP will not be used in refinancing

RESOLUTION NO. 2022-014

A RESOLUTION authorizing the signing of the Joplin HOME Consortium American Recovery Plan Federal Assistance Agreement with the U.S. Department of Housing and Urban Development as required for HOME ARP implementation as outlined in CPD-21-10: Requirements for the Use of Funds in the HOME-ARP Program.; and authorizing the City Manager to sign said agreement for and on behalf of the City of Joplin.

WHEREAS, the City of Joplin has received funds as appropriated by the American Rescue Plan Act of 2021 from the Department of Housing and Urban Development for the purposes of providing homelessness assistance and supportive services;
and

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

Section 1: That the City of Joplin file the HOME ARP Allocation Plan as a substantial amendment for fiscal year 2021 Action Plan in the amount of $1,735,017.00.

Section 2: That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Form 424 and Standard Form 424-D Certification to allow submission of the One Year Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2022-015 Council support of an application to the Missouri Department of Transportation, Governor's Transportation Cost Share Program, for grant funding for the Zora Widening Improvements project, from Rangeline Road to MO-249; with the matching funds covered by the City's Capital Improvement Sales Tax funds.

MEETING DATE
September 19, 2022

ORIGINATING DEPT
Public Works

ATTACHMENTS
Resolution 2022-015

REVIEWED BY
Interim Director of Public Works: Daniel Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Resolution authorizes the City Manager to submit a resolution of support, as part of the grant application packet, to the Missouri Department of Transportation, Governor's Transportation Cost Share Program, for grant funding for the Zora Widening Improvements project, from Rangeline Road to MO-249, with the matching funds covered by the City's Capital Improvement Sales Tax funds.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of Zora Street from Rangeline Road to MO-249.

A funding opportunity is available through the Governor's Transportation Cost Share Program to provide financial assistance for public road and bridge projects. This grant has the potential to pay for up to 50% of the construction costs for this project. The City of Joplin would be responsible for the remaining project costs including design, right-of way, and engineering costs, and will be covered by Capital Improvement Sales Tax funds.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of Resolution 2022-015 that will support the city's application to the Missouri Department of Transportation, for grant funding for the Zora Widening Improvements project from Rangeline Road to MO-249, with the matching funds covered by the City's Capital Improvement Sales Tax funds.

RESOLUTION NO. 2022-015

A RESOLUTION of the City of Joplin, Missouri, Authorizing the City Manager to submit a resolution of support for the application to the Missouri Department of Transportation, Governor's Transportation Cost Share Program, for grant funds for the Zora Widening Improvements project, from Rangeline Road to MO-249.

WHEREAS, in August 2014 the voters passed the Renewal of the Capital Improvements Sales Tax Program for an additional 10 years.

WHEREAS, the widening and improvement of Zora Street from Rangeline Road to MO-249 was included on the list of projects approved by the voters.

WHEREAS, the Missouri Department of Transportation has funding available through the Governor's Transportation Cost Share Program to provide financial assistance for public road and bridge projects.

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

Section 1. That the City Council of the City of Joplin appreciates support from the Missouri Department of Transportation and understands the importance of improving public roads and bridges.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Council, to submit a resolution of support as part of the grant application packet to the Missouri Department of Transportation, Governor's Transportation Cost Share Program.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022 by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022- 363, Building Regulations

MEETING DATE
September 19, 2022

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with B&D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 2201 S. Empire Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on April 4, 2022. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 19, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on September 2, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$4,500.00
B & D Yardbuilders	$3,899.98
Big Johns	$6,000.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $3,899.98 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2022- 363, Photograph of Property, Bid Tabulation

COUNCIL BILL 2022-363
2201 S. EMPIRE AVE.









CLOSING DATE:	2-Sep-22	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	2201 S. Empire Ave

COMPANY	BIDS
B & D Yardbuilders	$3,899.98
BJHE	$6,000.00
USA Demolition	$4,500.00

COUNCIL BILL NO. 2022-363 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 2201 S. Empire Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Ninety-nine dollars & ninety eight cents ($3,899.98); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B&D Yardbuildinrs in the amount of Three Thousand Eight Hundred Ninety-nine dollars & ninety eight cents ($3,899.98) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2201 S. Empire Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2201 S. Empire Ave. and legally described as: ALL OF LOT NUMBERED SEVENTEEN (17) IN T.W. CUNNINGHAM'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022- 364, Building Regulations

MEETING DATE
September 19, 2022

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with B&D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 802 E. Broadway St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on May 9, 2022. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 19, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on September 2, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$4,800.00
B & D Yardbuilders	$3,899.98
Big Johns	$7,435.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $3,899.98 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2022- 364, Photograph of Property, Bid Tabulation


AIR
CONDITIONED







CLOSING DATE:	2-Sep-22	DEPT:	Public Works
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	802 E Broadway St.

COMPANY	BIDS
B & D Yardbuilders	$3,899.98
BJHE	$7,435.00
USA Demolition	$4,800.00

COUNCIL BILL NO. 2022-364 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 802 E. Broadway St. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Ninety-nine dollars & ninety-eight cents ($3,899.98); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B&D Yardbuilders in the amount of Three Thousand Eight Hundred Ninety-nine dollars & ninety-eight cents ($3,899.98) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 802 E. Broadway St.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 802 E. Broadway St. and legally described as: ALL OF THE NORTH 62 FEET OF LOT ONE(1), THE NORTH 62 FEET OF THE WEST 161/2 FEET OF LOT TWO(2) IN BLOCK THREE(3) IN THE ORIGINAL TOWN OF JOPLIN NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2022-365 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 827 S. Empire Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred dollars & ($3,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with USA Demolition in the amount of Three Thousand Eight Hundred dollars & ($3,800.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 827 S. Empire Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 827 S. Empire Ave. and legally described as: ALL OF LOT NUMBERED TWENTY-TWO(22) EXCEPT THE SOUTH 62 FEET, IN BYERS MURPHY'S AND CONNORS ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022- 365, Building Regulations

MEETING DATE
September 19, 2022

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with USA Demolition to remove the structures, and any remaining debris including foundation and footings located at 827 S. Empire Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on April 20, 2022. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On August 19, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on September 2, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$3,800.00
B & D Yardbuilders	$3,899.98
Big Johns	$5,500.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to USA Demolition for $3,800.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2022- 365, Photograph of Property, Bid Tabulation


04/20/2022


04/20/2022


04/20/2022


04/20/2022

CLOSING DATE: 2-Sep-22 DEPT: Public Works

STARTING TIME 10:00 AM

CLOSING TIME: 10:20 AM BID OPENED BY: Jeff Oliver, Kim Newhouse

Demolition LOCATION: 827 S. Empire Ave

COMPANY	BIDS
B & D Yardbuilders	$3,899.98
BJHE	$5,500.00
USA Demolition	$3,800.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-610 : AN ORDINANCE approving a Purchase Order to be issued to U.S. Digital Designs for Station Alerting package for all fire stations.

MEETING DATE
September 19, 2022

ORIGINATING DEPT
Fire Department

ATTACHMENTS
CB2022- Ordinance; Exhibit A: Fire Station Alerting Payment Quotation

REVIEWED BY
Dept. Head: Gerald Ezell; 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 U.S. Digital Designs for the purchase and installation of fire station alerting.

BACKGROUND
This contract will include all 6 current fire station locations and the future fire station 7. The Agreement covers the installation of all hardware and software to integrate the alerting system with the CAD system utilized in Joplin Dispatch.

FUNDING SOURCE
Currently, this item is a budgeted expense in the Fire Department Acct #101-6075-510-83.15

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

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM

ITEMS VALUED OVER $15,000

BID #:___2022-09_____ BID ITEM DESCRIPTION: Fire Station Alerting System

BID OPENING DEADLINE:_____ 09/06/22 @ 1030hrs DEPARTMENT:_____ Fire

REQUISITION NUMBER:_____ DATE & TIME OPENED 09/06/22 @ 1030 hrs

OPENED BY:_____ Nimmo WITNESSED BY:_____ Ezell

VENDOR NAME	DATE RECEIVED	BID #	PROJECT #	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
Radio Phone (Zetron)	9/2/2022			N	$510,610.90
Purvis System Inc.	9/2/2022			N	$387,005.00
Locution	9/2/2022			N	$496,327.00
US Digital Designs/Honeywell	9/6/2022			N	$341,117.70
Motorola	9/6/2022			N	$742,641.99

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

PHOENIX G2 FIRE STATION ALERTING SYSTEM

Overview

The most important features of a fire station alerting system are: it alerts the correct units in a timely manner; increases situational awareness; it is reliable; and it is cost effect. Ultimately, these features help save lives and property. US Digital Designs ("USDD") has developed the Phoenix G2 Fire Station Alerting System (the "System") that meets these needs and builds on them to go beyond the minimum requirements. The System is the premier IP based fire station alerting system currently on the market, and has proven to reduce response times, alleviate stress to dispatchers by providing automated dispatching, and uses heart-friendly alerting tones and LED lights to help minimize responders' health issues. For these reasons and more, we are proposing the Phoenix G2 System as the replacement for the City of Joplin's current fire station alerting system.

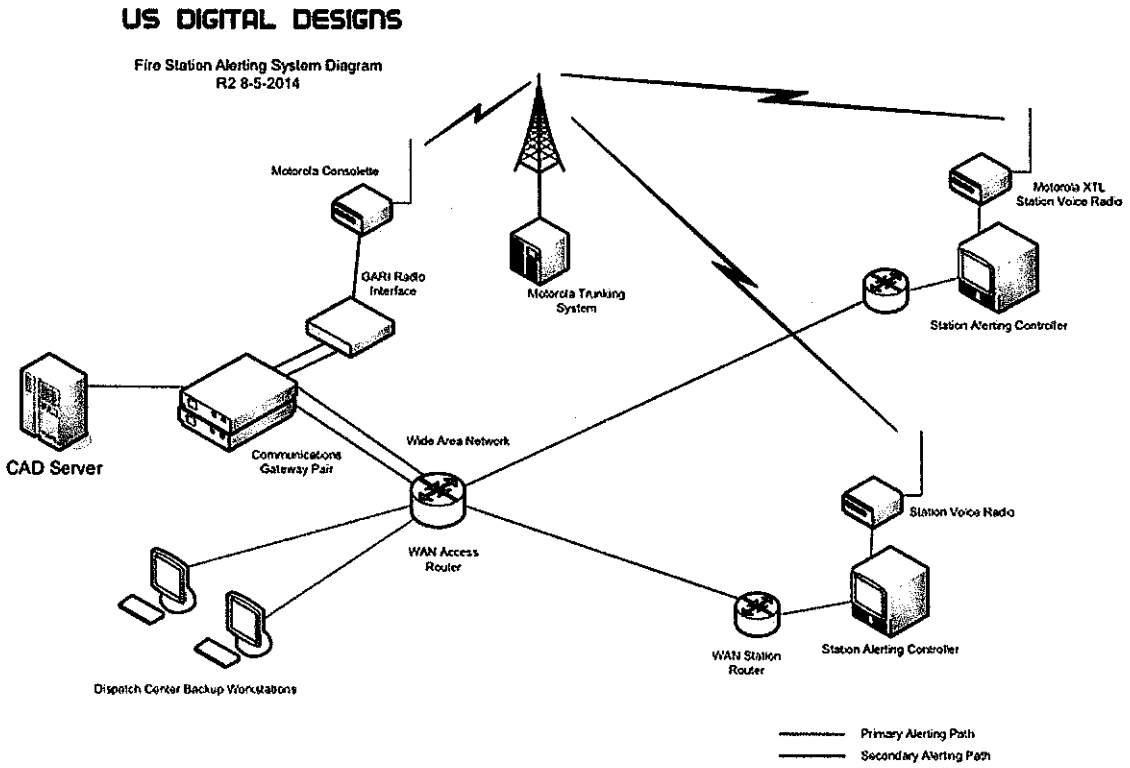
The Phoenix G2 Fire Station Alerting System will bring the best reliability, expandability, features and maintainability of any current fire station alerting system on the market. The System is built as an appliance model, with all hardware and software configured in its components and designed to easily integrate with the City's infrastructure. The System provides zoned alerting, information display signs, display and audio units for individual rooms, and automated voice announcement capabilities.

The System provides automated dispatching through its VoiceAlert announcements (automated voice) over radio channels and in fire/EMS stations, and on smart phones via the Phoenix G2 Mobile Alerting App. The System displays the dispatch information on message signs, TVs, monitors, projectors and video walls strategically located throughout the station, and can print the dispatch on one or more rip and run printers in the station. The System plays a ramped-volume heart-saver alert tone and then a System- generated voice announcement of the dispatch over the radio system, in the common areas of the station, in the dorm rooms of the assigned officers and responders, and over individual smartphones using iOS or Android platforms. The System also displays messages or audio alerts for non-emergency messages intended for fire and medical stations. The System can be configured for zoned alerting so that first responders in a station will be alerted if they are assigned to an incident, and not disturbed if they are not assigned to the incident.

The System has contributed to improving dispatchers' and responders' stress levels, increasing productivity, and has contributed to the reduction in response times. VoiceAlert automatic dispatch alerts can be delivered simultaneously to one or multiple stations in less than a second, helping to reduce or eliminate dispatcher 'on-hold' time. VoiceAlert is an alternative to a person speaking dispatch information for each call. The speech is generated in a fraction of a second and sent to individual stations simultaneously, relieving dispatchers of the time-consuming task of speaking with each station. This reduces dispatcher workload and oftentimes stress, enabling them to perform other time-critical tasks, such as processing the next call. The System also offers dispatchers a redundant system to communicate alerts if the CAD system fails. The System reviews the success of alerts as they are sent and monitors the status of the

system in real time which gives the dispatcher greater situational awareness. VoiceAlert automated announcements create a clear, consistent vocalization of the alert, and are delivered to station almost instantaneously. VoiceAlert coupled with the visual text message displays providing visual information on the dispatch can increase responders' situational awareness and assist in their mental preparedness, which helps units respond more quickly and efficiently. Some customers have credited the System in providing 30-90 second reductions in response time.

The Phoenix G2 system is comprised of a central Communications Gateway server pair that is located adjacent to an existing CAD system, and one or more Station Controllers and peripherals located in the fire stations. The Station Controllers are connected to the Communications Gateways using Wide Area Networks (WAN), radio data systems, or other communications methods. The peripherals are connected to the Station Alerting Controller in the fire station using standard TIA/EIA 568 Cat 5e or Cat 6 cabling, identical to that used by a standard local area network. Speakers and other devices are connected using common cabling. The System is all web-interfaced and can be displayed using any current web browser. The Station Status and Control web application is accessible by authorized personnel over SSL from a web browser that can access the System network, either remotely or at the station location.



Dispatch System

This proposal provides for a Communications Gateway pair to be installed at the Joplin 911 Center (either as physical servers or virtual servers). The Gateways will interface to the Central Square's OSSI / One Solution CAD system. The proposal also includes a Gateway Audio Radio Interface ("GaRI") to provide automated dispatches over the City's radio system. A detailed description of these components is provided below:

Communications Gateway

The Communications Gateway receives requests for alerts from the CAD system, reformats the messages through the Look and Feel process, and then transmits the alerts to the remote Fire Station Controllers, radios and smartphones using customer data, radio and cellular networks. If a voice announcement is required for the alert, the Gateway generates the announcement and transmits this along with to the Station Controller for announcement. The Gateway coordinates the retransmission of any failed messages and returns a final alert status to the CAD system, as well as displaying the status on the Gateway Dashboard status display. All communications between and through the Communications Gateway are time stamped and logged.



G2 Communications Gateway – x2 1RU units provided for redundancy

The Communications Gateway is a redundant hot-standby pair of servers running a custom Linux kernel with RAID 1 mirrored data disks, providing high availability. A second set of paired Gateways can be added to the System for further redundancy at a backup up dispatch center or disaster recovery site. Each set of Communications Gateways are capable of full system operations, and the database used in the System is replicated from one set to the other Gateway pair to keep system configuration in synchronization. The sets of Communications Gateways are otherwise identical in functionality and can be used simultaneously. *Note, a second set of Gateways is not proposed for this Project but can easily be added at a later date.* An application on each Gateway server monitors the performance of the running process and can restart the running process or cause a system failover form one system to the other in the event the running system become unusable. The system administrator can also cause a manual failover from the running system to the monitoring system.

The Communications Gateways communicate with the Station Controllers using UDP/IP or various serial data protocols, including radio data systems and network data is secured using DTLS authentication and encryption to prevent interception and impersonation. Multiple communications paths can be configured and operate together such that if one path fails, the system automatically uses the next operational path in priority order. The Gateways continuously poll the Station Controllers at a rate such that all stations are polled to verify connectivity and operation twice each minute. If the number of polls indicating a failed connection exceeds the configured threshold an event is triggered on the Gateway to display a

warning message and cause an audible alarm on the Station Monitoring and Control web application page. The Gateway can also be configured to notify email addresses of failure and recovery of each station's monitored circuits.

The Communications Gateways can be operated in a virtual environment. To operate in the virtual environment, USDD will require the City to provide the following at a minimum:

- VM Ware
- Two separate VM hosts each with the ability to house a VM with the following minimum specs:
    - 4 Processor Cores
    - 8 GB RAM
    - 64 GB Drive Space / Maximum Image Size
    - A minimum of 2 separate NICs, VLANs, or Virtual NICs/Switches

Additional networks will require additional network hardware or virtual network.
The pricing for a physical Communications Gateway and virtualized Communications Gateway is the same. Physical servers have been proposed for this Project. If the City is interested in using virtual servers, USDD will be happy to discuss this option with the stakeholders.

CAD Interface

The Communications Gateways support multiple different simultaneous CAD interfaces including interfaces to XML-based TCP-connected bidirectional interfaces and legacy serial interfaces using basic message parsing. The CAD interface receives an alert message from the CAD system and returns a Destination Status Message back to the CAD system indicating the success or failure of the alert to the involved Station Controllers. The System may also send event information to the CAD system based on configured activity events from the Station Controllers such as pushbutton presses. The ability of the CAD system to process these messages is dependent on the particular CAD system and not all systems can process these messages.

USDD has developed an interface to the Central Square OSSI / One Solution system used by several USDD customers. An interface is developed using the USDD XML alerting interface. USDD provides vendors an Implementation Guide, software development assistance, and can provide a development virtual machine instance of the Alerting System for use in testing by the CAD vendor. US Digital Designs is also willing to make necessary additions or modifications to the CAD interface necessary to accommodate site- or system-specific CAD system functions.

The pricing proposal provided herein includes the cost for USDD's XML CAD interface development and licensing for the USDD's interface to OSSI/ One Solution CAD. The CAD interface will be included software on the Communication Gateways. The pricing proposal also includes the cost of Central Square's side of the CAD interface as required by this RFP.

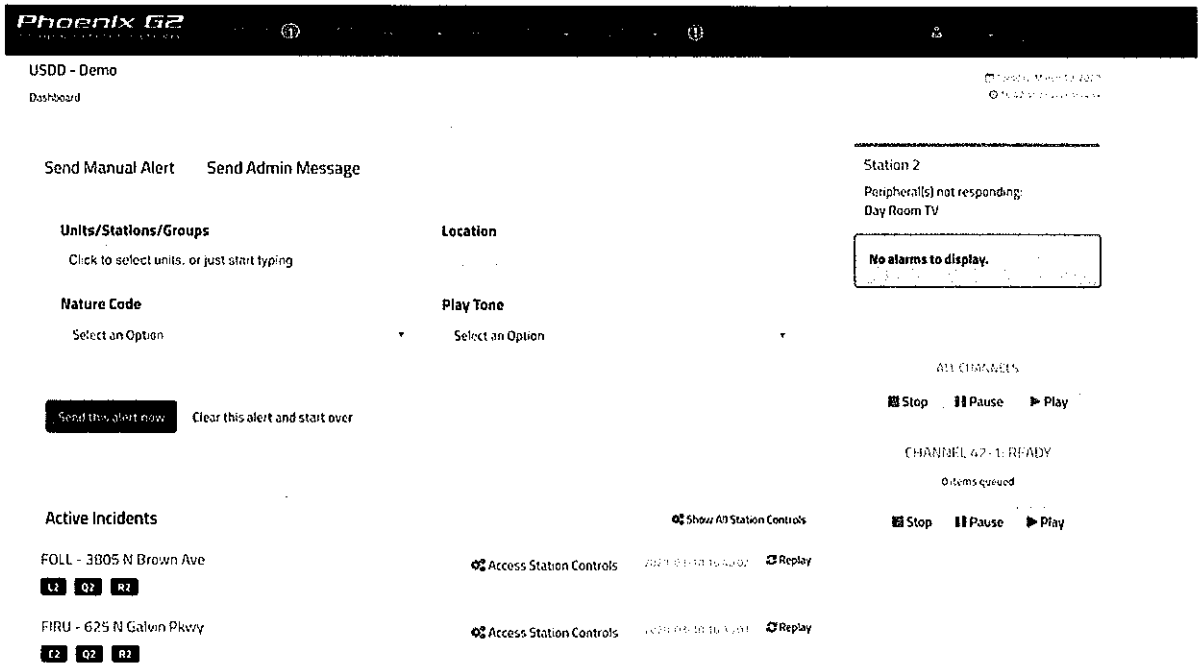
USDD's standard XML-based messaging API that allows the CAD system integrator full access to the alerting functions of the system. Alerts are generated by sending an XML Alert message to the Communications Gateway with the details of the alert including the groups, stations or units to alert. When the Gateway receives a message from the CAD system, it either acknowledges the successful receipt of the message, or rejects the message. This success or rejection is used to provide a reliable link between the CAD system and the Gateway.

The standard XML Alerting API gives complete control of what events on the CAD system can cause alerts, and US Digital Designs will provide assistance in configuring the XML messages for each of these types of alerts so they format VoiceAlert announcements, message sign text and printer output appropriately for each use case. In addition, XML Alerting API supports both emergency and non-emergency alerts. The Alerting API doesn't make a direct distinction between these types of alerts, but a customer can change the alerting behavior of the alerts using different alert parameters (such as turning on / not turning on lights, selecting alert tones, etc.). There are two alert message formats that can be used with the Communications Gateway to send alerts and one of the formats primarily supports emergency alerts and the other allows free-form messaging more appropriate for non-emergency alerts.

The Phoenix G2 Alerting System supports alerting by Station, Unit or Groups of Stations, Units or other Groups. The Communications Gateway also supports Aliases that can be mapped to other actual alerting entities to allow the CAD system to send different names than the names used by the alerting system. This can be used in cases where one station or units is to be alerted for more than one CAD identifier.

Web-Based Interaction

All interaction with the System is done through the web-based Dashboard and can be accessed by authorized personnel using any web-enabled device. Because the System is web-based, the System can accommodate as many dispatch positions as can be handled by the CAD System. This also allows HMS to use existing consoles for dispatching, provided the consoles are web-enabled with any current web browser. The Dashboard is the primary interface used for Manual Alerts, sending Administrative Messages, viewing Active incidents, managing VoiceAlert Radio Controls, and viewing System alarms.



Manual Alerting Client

In the event that the CAD system is unavailable for any reason, dispatchers can use the web-based Manual Alerting application provided with the Communications Gateway to alert stations without the CAD system. All status information normally provided to the CAD system is then provided directly to the dispatcher via the Manual Alerting application.

The Manual Alerting client also has an Administrative Announcement tab to allow authorized personnel to make non-emergency announcements (both free-form and canned/stock) to one or more stations using VoiceAlert, message displays and printers.

Because the Manual Alerting Client is web-based, no client software installation is necessary allowing any authorized user with access to a web browser to generate alerts.

Station Status & Control

The Dashboard application also organizes the status and control of each Station Controller. Using this dynamic web page, dispatchers are immediately aware of any Station Controller link failures, peripheral failures or input activations. The system can trigger alarms that are active while the trigger is active (like a Generator Run indication) or latching, requiring acknowledgement (like a station Fire Alarm). Each alarm can optionally trigger a single or repeating audible alert.

The operator can also override the operation of the station speakers and force the station to monitor the radio or turn the radio on for an extended voice announcement. Through configuration, inputs can be used to display and control bay doors, person doors, vehicle gates or other devices. The Station Status & Control page provides a dispatcher-friendly replacement for systems such as Motorola MOSCAD for station device control.

VoiceAlert

The Phoenix G2 VoiceAlert product provides the audible component of the fully-automated dispatch system. VoiceAlert reads the dispatch information in the customer's format using a clear, understandable male or female voice. These voices are generated by sampling real human voices, but provide full text-to- speech capabilities. The System currently has male and female Australian English voices available for VoiceAlert dispatches. Full text-to-speech allows the Alerting System to announce any information provided to the system: dispatches, weather warnings, or administrative announcements.

VoiceAlert is an option in the Station Controller for announcements in the response station, and an option for radio channel or talkgroup announcements and/or over our GS FSA smartphone App for iOS and Android. With VoiceAlert in the stations, multiple dispatches can be announcing different dispatches in different stations simultaneously, while VoiceAlert on the radio announces each dispatch sequentially. A radio channel announcement queuing feature can alter the dispatch announcement during periods of heavy activity to shorten the announcement length by, for example, not repeating the dispatch information.

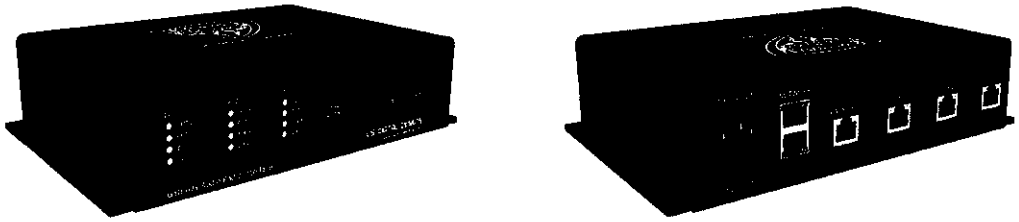
VoiceAlert announcements can be reformatted based on incident type to, for example, place the units on the end of a structure fire dispatch to more quickly alert the dispatched stations to the location and nature of the incident. For example the normal VoiceAlert format might be "UNITS respond to a NATURE at LOCATION" and this might be rearranged to "NATURE at LOCATION for UNITS" to move the long list of units to the end of the dispatch. All of these formats are configurable by USDD for local operational requirements.

The USDD VoiceEditor application allows customers to modify the pronunciation of words that are not familiar to the VoiceAlert speech system. This is typically necessary where there are local pronunciations for street names. Other types of pronunciation adjustments can be made for unit types and street types and directions. A user-editable table is also used to convert CAD incident types into speakable forms.

To make an editing change, the user enters a word to adjust and can have the system speak the word. The user can then modify the pronunciation of individual parts of the pronunciation, add new phonemes to the pronunciation, split the word by syllables, and add emphasis to syllables. The system will speak the word after each pronunciation. The user can then save the modified word with the adjusted pronunciation and test the word with some sample text before moving to the next word.

Gateway Audio Radio Interface (GaRI)

The Communications Gateway pairs will be configured with a Gateway Audio Radio Interface (GaRI) to allow the System to transmit paging tones, alert tones and VoiceAlert announcements over the customer's radio channels or talkgroups without dispatcher intervention. The GaRI is a network device that receives streaming audio and control instructions from the Communications Gateway and outputs analog audio and control signals to detect radio channel busy signals, generate radio push-to-talk signals, and play the audio over the radio system. Each GaRI controls and outputs audio for two channels. Multiple GaRI's may be connected to the system providing control for multiple radio channels.



*G2 Gateway Radio Interface * Front Image * Back Image*

Radio channels connected to the system are independent and can announce different information across each channel, have independent VoiceAlert announcement queues with queue depth detection and announcement prioritization based on dispatch nature code or other CAD information. VoiceAlert announcements can also be modified by queue depth to reduce announcement length when multiple announcements are queued, allowing the queue to clear faster.

The integrated network switch allows the GaRI to be connected directly to two Gateway servers in a hot- standby configuration, or to other network devices as necessary. In special applications, the GaRI may be connected to a customer data network to allow it to be distantly located from the Gateway servers.

Audio outputs from the GaRI are 600-ohm impedance and DC-isolated for connection to most standard radio equipment. Each audio output channel has an analog audio output, a hardware channel busy input and a push-to-talk output. The Audio Output Channel 1 also has an adjustable sidetone output, which mimics the main output.

A System-selectable pass-through input may also be coupled to Output Channel 1 to provide switching between a customer-provided input source and the internal Channel 1 output for redundancy purposes. To ensure a failsafe operation, the pass-through input is coupled to Output Channel 1 when the TCP/IP connection to the GaRI is lost or when the GaRI is powered off.

The GaRI has two normally open auxiliary relay output and two auxiliary digital inputs that can be used internally by the system. The inputs are low-active with a provided ground reference.

The front panel has indicators showing activity on the two Audio Output Channels and the Auxiliary I/O. There is also a pass-through indicator that shows when the pass-through circuit is active.

Radio Console

In addition, the Communications Gateways can be configured with direct radio console control of Motorola MCC7500 consoles The direct console interface allows the Gateways to select console resources such as channels or talkgroups, creating resource multi-selections and to send Call Alerts and ICALs. The console interface also provides integrated resource busy and Emergency Alarm / Call detection. *Note, this is not presently proposed or quoted for this Project.*

It should be noted, however, that the console interfaces can cause operations on the console that interfere with live dispatcher actions, such as selecting a different talkgroup from the currently selected one. This interference can disrupt dispatcher workflow if the dispatcher is not aware of the operation. For this reason, USDD strongly recommends against using the Radio Console Interface on a dispatch console used by a live dispatcher. This requires that the customer provide a dedicated console for use by the station alerting system. In some cases, such as a dedicated outbound dispatch-only position, shared use may be acceptable and this should be discussed with USDD to fully understand the application.

Station System

Each of the City's fire stations will be equipped with a Station-Level System to receive the automated alerts from the Communications Gateways, and having those alerts activate peripherals throughout a station to provide Responders with both audible and visual alerts. Each station will have at a minimum an ATX Station Controller and UPS, and peripherals as indicated in the station floor plans provided in the RFP and station designs provided with this Response.

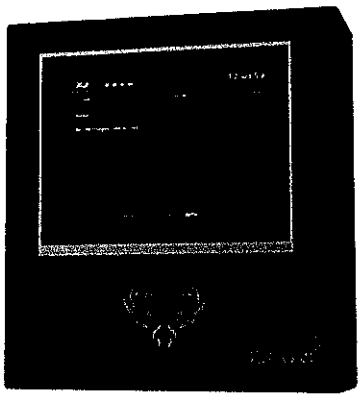
The station designs provide for new speakers. However, stations can also opt to use their existing PA system and speakers. An existing amplifier in a station can be connected to the ATX Station Controller and receive audio alerts. By repurposing the existing speakers and PA system, the existing wiring will be used, which will not provide station zoning. If a fire agency wishes to use existing PA Systems and speakers in its stations, it will need to determine if these are working properly and will perform the functionality required by the agency. USDD will assist in inspecting and testing each speaker and equipment for functionality and deficiencies. Note, however, that because of legal and liability issues, USDD cannot warrant or provide service for any third-party equipment provided by an agency (such as the PA System/Speakers).

The following is a description of the Station-Level System proposed for the City's fire stations:

ATX Station Controller

The Station Controller is the heart of the fire station side of the Phoenix G2 ATX alerting system. The Station Alerting Controller receives the alerting information from the Communications Gateway, as well as the voice announcement, if provided. The alerting information informs the Station Alerting Controller which units are to be alerted for the particular dispatch. The Station Controller then decides, based on its configuration, which areas of the station to alert and what information to display or speak for this alert. The Controller then activates all the peripherals necessary to complete the alert. This can involve any combination of Amplifiers, Message Remotes, and/or Room Remotes or printers. Additionally, the Controller can activate output relays attached to any of these peripherals in a momentary or latched mode, such as opening bay doors or turning on lighting.

*Station Controller * Power: 750W * Voltage: 47-63Hz/90-132 VAC/180-264 VAC (Selectable Switch) * Aluminum Anodized enclosure *Dimensions: 17.25" x 17.50" x 6.06" (WxHxL)*



Audio Inputs

The Phoenix G2 ATX provides the interface and control of audio sources in the fire station. The ATX has 3 audio connections for dispatch radios, dispatch audio phone lines and telephone intercoms. These audio inputs are switched to the audio output depending on their priority and the status of any active alerts. The input level of the audio inputs can also have different input levels depending on the alerted / not alerted state of the Station Controller allowing customers to have the level of monitored radio inputs reduced in volume when an alert is active and raised to a higher level for monitoring when an alert is not active.

Audio Outputs

The ATX Station Controller has x4 70 Volt audio outputs and 1 line- level audio output, each of which is independently zoneable. Initially, each station will have a total of 5 built-in zones. Additional audio zones can be added by adding Message Remotes or Room Remotes, or by switching audio outputs using IO Remotes.

The ATX Station Controller has a Speakers ON / Speakers Auto function to allow radio monitoring during the day (or when desired) and alert-only activation during night-time. If necessary, this feature can be overridden when desired on a station- by- station basis using the Station Status and Control web application in the dispatch center to force monitoring during

critical times. The On/Auto monitoring can also be automatically controlled by time of day or through other triggers using the station's IO Rules configuration.

The internal audio amplifiers in the Station Controller are remotely configurable for volume adjustment. Individual speakers are not remotely controllable (unless only a single speaker is connected to an amplifier). Volume can be digitally controlled through the Station Controller or through the web-based Remote Station Control Interface using any web-enabled device Authorized users can set the time each mode is to start and end, and control speaker volume for each mode for indoor and outdoor speakers.

Test Alert

The Phoenix G2 Station Controller provides a Test Dispatch function in the Maintenance section of the application. This function creates a test dispatch for unit located in the station and activates the appropriate Message Remote and Room Remote units, as well as printing a test dispatch message on the attached printers.

Tones

The ATX Station Controller has standard ramping tones incorporated into the system. These tones are triggered by the receipt of an alert and the tone to play is contained in the alert message, allowing the CAD system to control the tone through the Communications Gateway. Tones are commonly selected based on the incident nature but can also be based on the units alerted or other CAD data. Additional tones can be added by USDD to meet individual customer requirements. Alert tones can be fixed or selected based on incident nature or other CAD data to meet operational requirements.

Sensing and Relay Controls

The ATX Station Controller has x4 Form C relay outputs and x3 internal DC contact closure inputs built into the ATX Station Controller (zoned relays). Additional I/O relays can easily be added to the System by using I/O's incorporated into several G2 peripherals. The ATX firmware includes a sophisticated but simple to configure IO Rule function to control these relay through various triggers including: any station alert, specific unit alert, time of day, closure of an auxiliary input and loss of communications link. Relays can be held closed as long as the trigger is active, until another trigger clears it, or for a specified period of time (pulse). Relays can also be configured for operation from the Dispatch Center through the Station Status and Control page for, as an example, controlling bay doors or parking area gates.

Zoning Capabilities

The System can be configured to incorporate zoning in stations so that portions of a station can be alerted without alerting the entire station. This can be easily accomplished through the internal audio amplifiers already included with the ATX Station Controller and by using station peripherals such as LED Speaker Light outputs, LED colored light indicators and Message Signs. Common areas are typically set to alert for all alerts and sleeping areas can be configured with fixed unit-associated zones or equipped with Room Remotes to allow unit associations to be

selected per room. Room Remotes can have 1 or more units assigned for selection and fire fighters can select which units they wish to have trigger alerts for that room. This selection is reset at the Day time set in the controller to prevent inadvertent loss of alerting after shift change.

The ATX Station Controller supports more than 200 zones in each station through the use of the built-in amplifiers and the addition of Message Remotes, Room Remotes, and IO Remotes. The ATX Station Controller has x4 70 Volt audio outputs and 1 line- level audio output, each of which is independently zone-able for a total of 5 built-in zones. Additional audio zones can be added by adding Message Remotes or Room Remotes, or by switching audio outputs using IO Remotes.

Each Message Remote has 2 audio amplifiers and can add 1 or 2 zones, and a Room Remote has 1 audio amplifier and adds 1 zone.

In the Station Controller individual Peripheral devices and audio amplifiers are associated with Station Areas (or zones). All devices in a Station Area are activated for an alert that involves that area.

Each Station Area is then associated with one or more units and is activated whenever an associated unit is alerted. Unit to Station Area association is configured using the web configuration in the Station Controller.

If configured, the front panel touch screen can also be used to select the units associated with a Station Area to allow firefighters to select unit associations for example when necessary to change dorm rooms.

Room Remotes have an integrated message display that can be used to change the unit to Station Area associations in the individual room where the Room Remote is located. This configuration is typically used in dorm rooms where staff from different units share the room on different shifts and the dorm room is assigned as a Station Area.

Printer Interface

The ATX Station Controller supports printing of incident dispatch information on standard PCL or PostScript printers. The printer text formatting is set by the Communications Gateway. The ATX supports multiple printers, and printers can be zoned by Station Area allowing printers to be assigned to one or more units in the station. Printouts can be made as one per station or one per alerted unit to give each unit a printout. Printers are monitored for connections and can be reported as up or down.

The printer output format is configurable by USDD using any information provided by the CAD system in the XML alerting message. The printer output does not need be identical to the VoiceAlert announcement or message sign text and can include additional information if provided by the CAD system.

The Station Controller simultaneously routes and plays audio, displays visual text information and prints to connected printers when an alert is received.

Backup Alerting

A doorbell input is also provided and will play a selectable doorbell tone throughout the station when activated. The ATX also has the ability to connect a telephone with a ring detector; if the ATX detects ringing on the line it can play a ringing tone through the system into the fire station and display a message on any message device. The ATX also qualified as a backup controller in the event that the Alerting Controller or primary signaling circuit (IP Network) is unavailable due to failure. An ATX operating in backup mode will alert the entire station by activating all peripherals (Amplifiers, Message Remotes, HDTV Remotes, Sign Remotes or Room Remotes) if ringing is detected on the telephone line. This feature provides a redundant alerting circuit as specified in NFPA 1221.

The Station Controller simultaneously routes and plays audio, displays visual text information and prints to connected printers when an alert is received.

Other Features

Lighting Control – Turn on high-voltage lighting systems using control relays.

Doorbells – Momentary switches can cause the Station Controller to play doorbell tones and display message sign messages on activation.

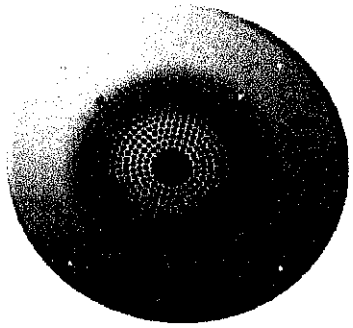
SIP VoIP Interface – The ATX Station Controller has an integrated SIP extension capability that can receive SIP messages and cause the ATX to answer a VoIP call directed to the extension. The Station Controller can also be configured to trigger actions based on the SIP call to, for example, trigger an All Station alert, or to play ringing over the station speakers. USDD intends to tie in the any existing VOIP system with the Station Controller to provide in-station paging. A contact closure and audio output from the phone in can be connected to the ATX Station Controller through one of the audio input and digital input, so that when a call is activated from, a contact closure is activated to the ATX and audio from the phone is fed to the audio input. The ATX activates the station speakers, and other peripherals to play the alert from the phone.

Uninterruptible Power Supply

The ATX Station Controller powers all the peripherals connected to it (except for the HDTV Remote) using power over Ethernet. The ATX uses the single CAT 5e or CAT 6 cable to provide the peripherals Ethernet data, audio and power. The benefit of this is that only a single LAN cable is required to connect an ATX Station Controller and any peripheral in the station. Therefore, peripherals do not require an external power source. To protect the power to the ATX Station Controller, USDD requires each Station Controller be connected to a UPS, notwithstanding if a station is connected to an auxiliary power generator. Accordingly, each station design will require a UPS.

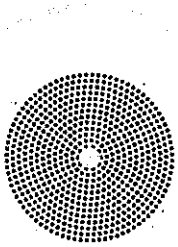
LED Speaker Lights, Indoor and Outdoor Speakers

Speaker lights provide low-voltage lighting for use when an alert is active. Each speaker is fitted with 16 high intensity red LED lights that offers exceptional luminosity without causing light blindness due to dark to bright transition. Speaker lights are typically used in dorm rooms and exit pathways from dorm rooms to the apparatus room. Speaker lights can also be used as alternative alerting devices in high-noise areas like gyms or day rooms.



*G2 LED Speaker Light*Type:
8 ohm or 70v configuration
Power: 48 VDC, 20mA90
dBspl sensitivity*Dimension:*
9.5" Diameter

USDD provides architectural grade speakers that have been universally accepted by its customers in dispatch alerting as providing exceptional sound quality and providing clear audio. All indoor speakers, including the LED Speaker Light can be flush or wall mounted. Weatherproof speakers have been environmentally tested to ensure long-term operations in any weather. The specifications meet or exceed the Mil-Std810E Test Methods for Temperature, Humidity, Ultraviolet light and Salt Spray, and all components are housed in a weather-tight enclosure.



Indoor Speaker

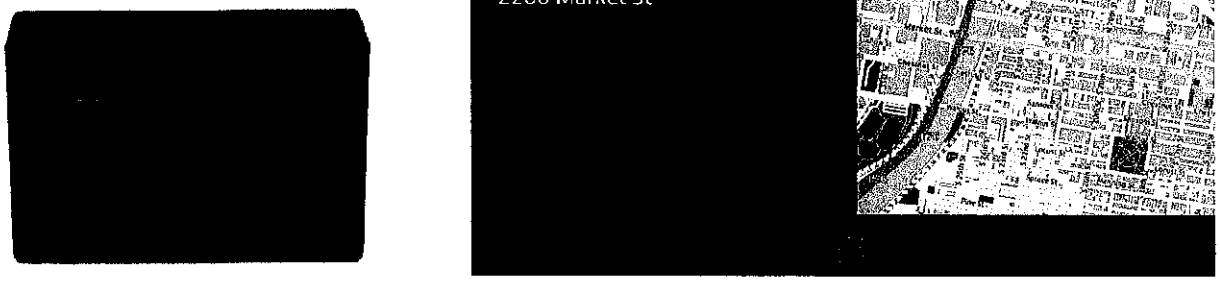


Outdoor Speaker

G2 HDTV Remote

The G2 HDTV Remote provides the functionality to turn any high-definition TV, screen, monitor or projector with a HDMI connection into a digital display monitor. The HDTV Remote connects the Station Controller with a HDTV display through an integrated HDMI output and is powered

from AC power local to the HDTV display. The HDTV Remote can display any dispatch information, incident location map and turnout timer simultaneously on the display. Provided the HDTV Display has Consumer Electronic Control (CEC), which is provided with most modern HDTV's, upon receipt of an alert, the HDTV Remote will automatically switch to the assigned HDMI input to display the incident information. After a configurable amount of time, the HDTV will automatically revert to the HDMI input prior to the alert, and resume the functions assigned to that HDMI port. Turnout timer functionality is included in the display of the HDTV Remote when used in conjunction with an ATX Station Controller. The HDTV Remote turnout timer counts up in seconds and changes color from green to yellow to red as the time approaches the NFPA 1710 standard turnout time.



G2 HDTV Remote and Flat Panel Screen (HDTV) powered by HDTV Remote

G2 Message Remote 2

The new G2 Message Remote 2 replaces the legacy Message Remote and provides two independent 20w audio amplifiers with independent volume controls and also connects to two LED Message Signs to display dispatch units and information. Signs powered by the Message Remotes and do not require any other external power supply. The Message Remotes can be provided with a wall bracket for mounting two signs back-to-back for use in hallways or common dorm rooms. Message Remotes include power and control for LED Speaker Lights, and 2 auxiliary relay outputs and 2 auxiliary inputs

G2 Message Remote 2



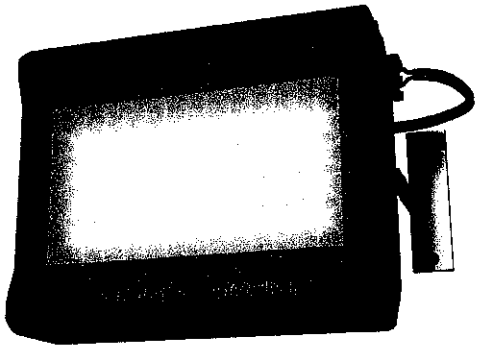
The purpose in this Project for the Message Remote 2's is to provide separate zoning for each bunk room in Station 1 and Station 5 as required under Question 9 of "Specifications Required." The ATX Stations Controller's front panel touch screen will be configured to enable personnel to select the units associated with a Station Area (zone) to allow firefighters to select unit associations for when necessary to change these bunk rooms.

Push Buttons

US Digital Designs offers manual push buttons for installation in stations. Push buttons can be used by station personnel to indicate either dispatch acknowledgement or apparatus response. The dispatch acknowledgement or apparatus response indication can then be passed on to the CAD system. The CAD systems typically display these events as messages for the dispatcher. For this Project, a Push Button is provided for use as an emergency alert at the front door of a station and as a dispatch acknowledgment at the entrance of the App Bay.

Strobes

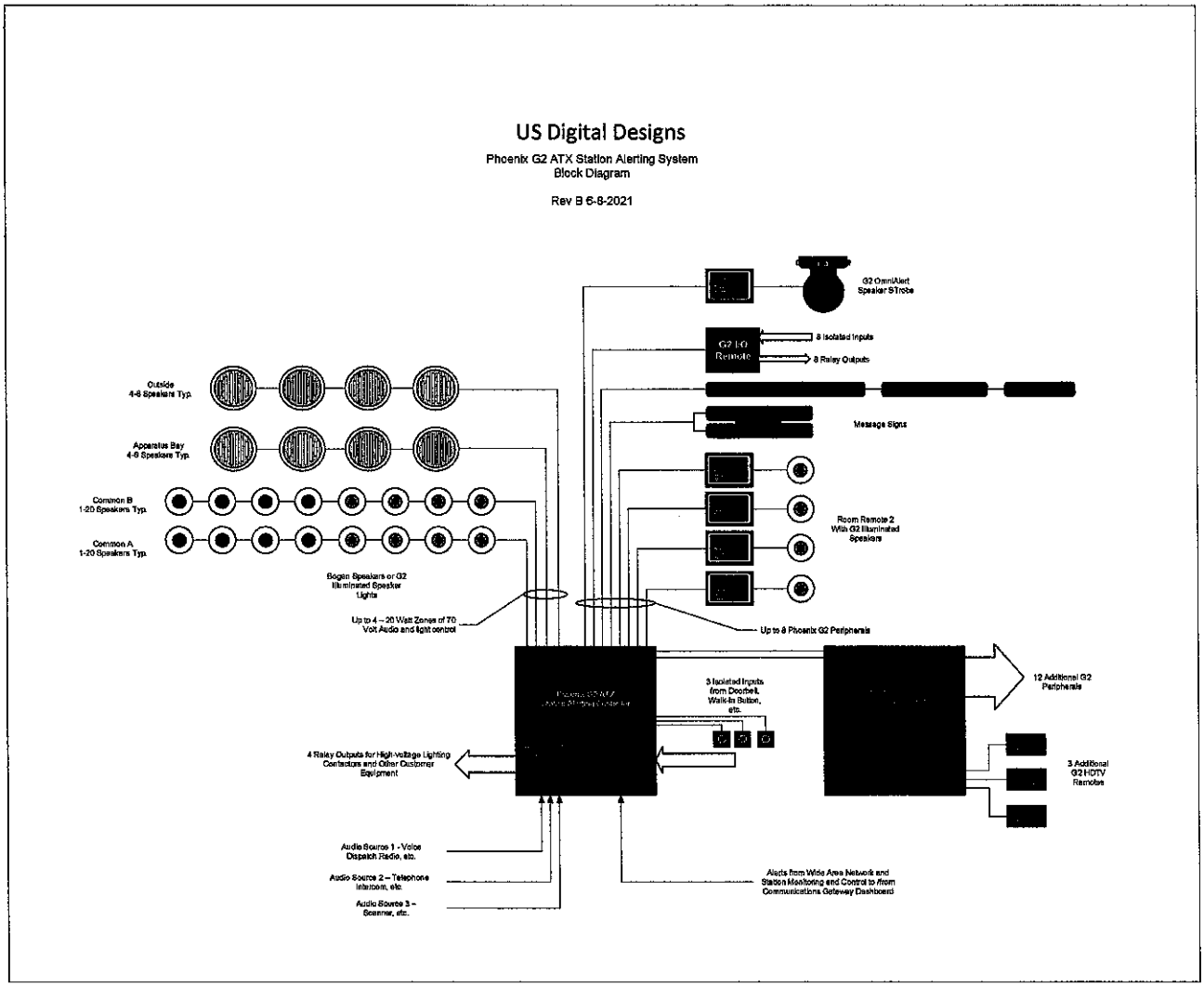
Strobe Lights are an attention-getting flashing light unit that is typically used in high noise areas to provide visual alerting without adding to high noise levels in the



Optional Peripherals

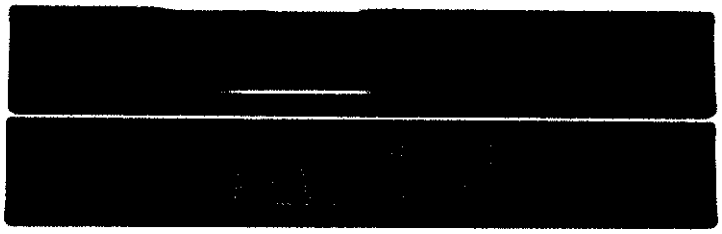
In addition to the components described above, USDD provides various peripherals designed to transmit the alerts audibly and visually throughout a fire station, with visual alerts reinforcing the audio alert and providing Responders with greater situational awareness. The System has been designed to be modular, allowing for the addition of Communication Gateways, Station Controller and peripherals at any time with only configuration changes required. This allows an agency to build on the System as the agency expands or are budgets allow.

The ATX Station Controller has 8 POE ports for these devices, as well as Color Unit Indicators (3 per POE port) and IO Remotes. Additional devices can be added to the system through the addition of Expansion Cabinets that add 12 additional ports per Cabinet. Multiple cabinets can be added to the system. The largest system delivered to date has more than 75 devices in one station. Also, 1 message sign can be powered and controlled directly from the ATX Station Controller.



G2 LED Message Signs

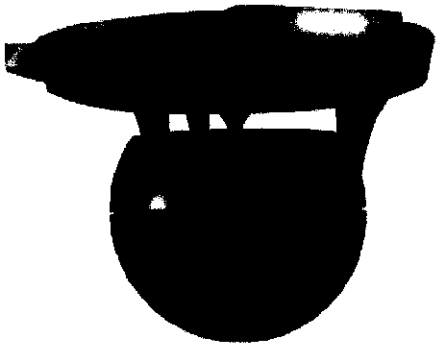
The G2 LED Gamma Message Sign signs provide a single line message, either scrolling or static, depending upon the length of the message. The Gamma Sign is designed to be powered directly by the ATX Station Controller, and up to three Gamma signs can be included in one string. It comes in three screen sizes, a 12" active screen which can only be tasked to be used as a turnout timer; a 24" active screen width, often installed in common areas, hallways or in App Bays in a stacked configuration with one sign displaying the alert, and the other sign used as a turn out timer; and 36" active screen width. The 36" screen Gamma can also be configured so a portion is dedicated as a turnout timer. This allows the 36" Gamma sign to provide the dual functionality of providing the dispatch information and turnout timer in a single screen.



The information displayed on these message displays is configurable by USDD from the information sent from the CAD system in the XML alerting message. Information typically displayed includes the units assigned to the incident from a station, incident type and location and response channel. Some agencies also include cross streets, ProQA response code, map page and city name or code. The displays can include any information received from CAD, although feedback from customers indicates that operations management prefer shorter messages to limit the time spent reading the message during the turnout time.

G2 OmniAlert Strobe Speakers

The OmniAlert Strobe Speaker is a dual purpose, visual and audible fire station alerting devise. The speaker is optimized for the spoken word. It broadcasts high-powered and clear voice announcements, and leverages 360-degree horizontal dispersion, allowing for greater coverage and installation flexibility. It also includes three built-in, high-intensity LED strobe lights that simultaneously provides rotating bursts of light to visually alert personnel, even if the local ambient noise conditions prohibit audible alerts.



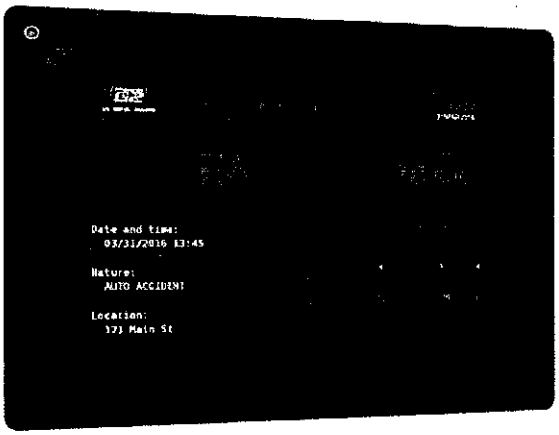
G2 OmniAlert Strobe Speaker:
13" high x 15" diameter
70v Speaker Input
48 vdc Stobe Light input
Power Consumption: 52 (strobe light)

The OmniAlert Strobe requires either an ATX Station Controller 70v Amplifier Channel and Speaker Light Output, or a Message Remote 2 Amplifier (see description below) and Speaker Light Output

G2 Room Remote 2

Room Remotes provide similar features of a Message Remote in a smaller package with a message display integrated into the unit. The Room Remote can provide 15-watts of power to speakers and provides a contact closure on activation to turn on overhead lights. The Room Remote has a switched output to provide power for LED Speaker Lights and tone auxiliary relay

output and one auxiliary input. The new generation G2 Room Remote 2 (now currently available) provides a 10.1" full color, high resolution LCD touch screen display, which allows the display to show dispatched units, incident information text and a turnout timer.



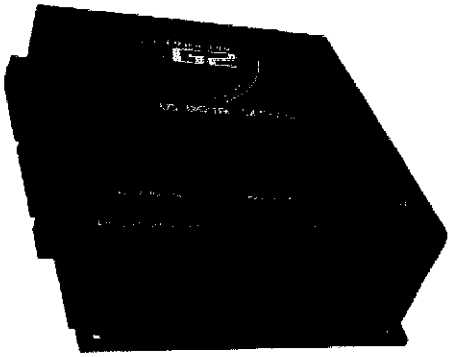
G2 Room Remote 2.

G2 I/O Remote

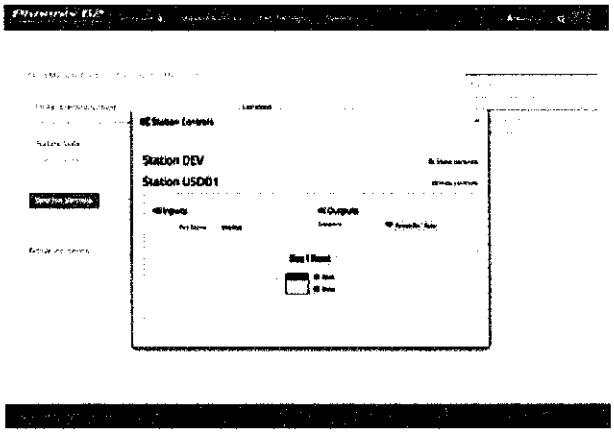
The ATX Station Controller has x4 Form C relay outputs and x3 internal DC contact closure inputs built into it, which can be used to control gas shut off valves, the push buttons, and other station functions. In addition to the Station Controller, several G2 peripherals that have I/O's incorporated in them, including:

LED Message Sign – Gamma (24" and 36")	1 input / 1 output relays
Message Remote	2 input / 2 output relays
Room Remote 2	1 input / 1 output relays
G2 Color Indicator Remote	1 input / 1 output relays

If additional I/O's are needed, these can easily be added to the System through the G2 IO Remote. The IO Remote has 8 relay outputs and 8 relay isolated inputs that can be controlled by IO Rules in the Station Controller or by the Station Status and Control page on the Communications Gateway. Outputs can be connected to overhead door or vehicle gate controls, access control systems and other devices. Inputs can indicate the status of doors, fire alarms, generator run status or other similar devices. The Station Status and Control page on the Communications Gateway can be configured to display alarms to dispatchers when an input is activated and play an alert tone until acknowledged by an operator.



I/O Remote

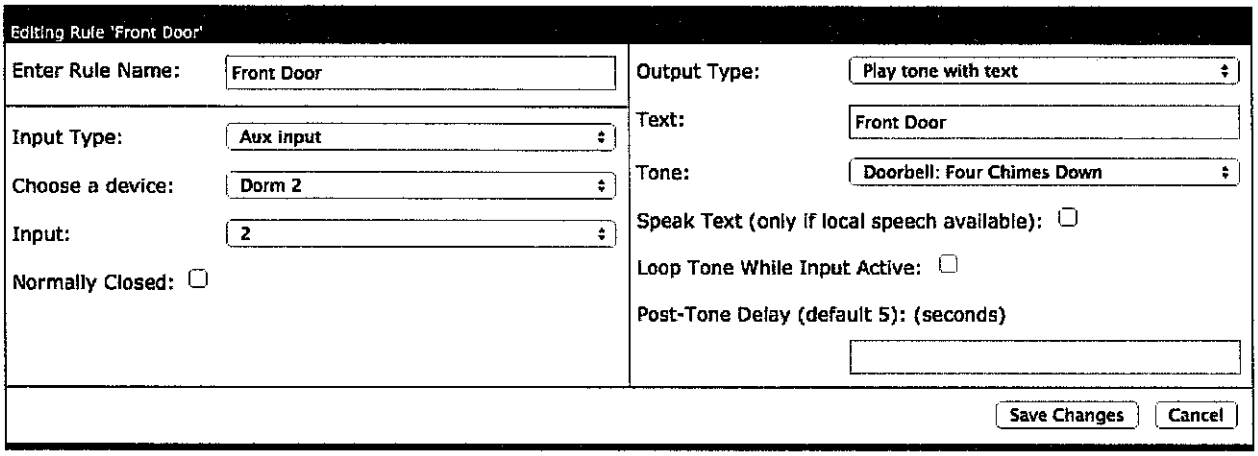


Screenshot of Communications Gateway Dashboard showing configuration of inputs, outputs and bay doors in station.

Distributed I/O Setup

I/O Rules

Front Door	Aux Input	Dorm 2 [Input 2]	Causes	Plays Tone "Doorbell: Four Chimes Down" With Text "Front Door"	Edit	Remove
Clear Alerts App Bay	Aux Input	Apparatus Bay [Input 1]	Causes	Clears Active Alerts	Edit	Remove
Back Door	Aux Input	Day Room [Input 1]	Causes	Plays Tone "Doorbell: One Chime" Looping With Text And Speech "Back Door"	Edit	Remove
Walk In	Aux Input	Dorm 2 [Input 1]	Causes	Triggers Station-Wide Alert "Walk In", Tone 22 Always	Edit	Remove
Stove	All Station Alerts		Opens Output Indefinitely	On Device: Day Room [Output: 1]	Edit	Remove
Stove ON	Aux Input	Day Room [Input 2]	Closes Output Indefinitely	On Device: Day Room [Output: 1]	Edit	Remove
Communications Link DOWN	Communications Link Down		Causes	Plays Tone "Doorbell: One Chime" With Text And Speech "Link Down"	Edit	Remove
Baby Drop Off	Aux Input	IO Remote 1 [Input 2]	Causes	Plays Tone "Proximity Warning" With Text And Speech "Safe Haven Alert" Then 10s Delay	Edit	Remove
Test rule	SIP Call Received	On Extension	Closes Output While Input Active	On Device: IO Remote 1 [Output: 4]	Edit	Remove
test rule 2	SIP Call Received	On Extension	Causes	Plays Tone "Doorbell: One Chime" With Text "Info" Then 30s Delay	Edit	Remove
Backup Alert	Aux Input	ATX Mainboard [Input 1]	Causes	Triggers Station-Wide Alert "Backup Alert", Tone 2 Always	Edit	Remove
Fire Alarm	Aux Input	IO Remote 1 [Input 3]	Causes	Plays Tone "Proximity Warning" Looping With Text "Fire Alarm"	Edit	Remove

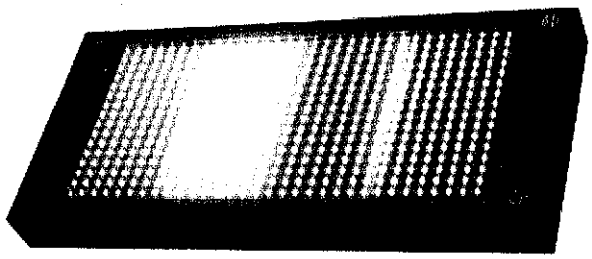


Screenshots from G2 Station Controller Interface showing advance configuration of inputs, outputs, devices and customized triggers, and editing screen.

G2 Color Indicator Remote

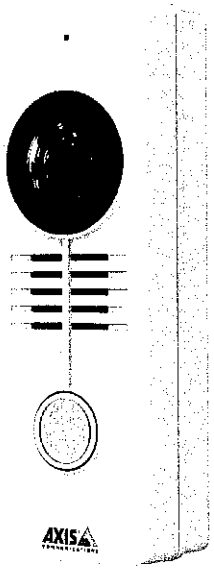
The Color Indicator Remote offers an alternative alerting method, featuring high-intensity LED lights. The CI Remote can be configured through the Station Controller to display colors for various system events including Station and Unit alerts, Doorbell and other input activations, and system status changes.

Color Indictor Remote



G2 Video Door Station

Network Video Door Station is a Doorbell, Camera, and Communication Device that can tie directly into the G2 FSA System at each station. The Video Door Station Interfaces to a HDTV Remote(s) inside same (station-level) G2 Fire Station Alerting System. (includes local power injector)



Value Added Features / Functions

Remote / Redundant Alerting

USDD has developed the Phoenix G2 FSA Mobile Application (the "App") to provide the capability to alert authorized personnel using a mobile application that interfaces with the CAD system. The App is supported by Apple and Android devices. The App will interface with the CAD system to send simultaneous mobile alerts, including dispatch announcements, administrative alerts, IT support notifications and application update notifications to authorized personnel via their smartphones and tablets. The App alerts personnel as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are, making it especially ideal for volunteers and reserves. The mobile alerts plays the same tones as those in the station, shows incident location using the device's built-in mapping capabilities. The App also provides a link to enable turn by turn directions to the incident location using the mobile devices mapping capabilities. Users are able to save notifications for future reference and search for previous notifications. In addition, the App provides an easy-access email address and phone link to local IT support. Each ATX Station Controller purchased and used within the System will enable x24 App licenses at no additional charge while the System is under warranty or annual service and support. Additional licenses can be obtained on a sliding cost scale. It should be noted, however, that the performance of mobile alerting is subject to network reliability and coverage.



The System also supports remote alerting capabilities by generating an alert that can send an email to server via SMTP or ESMTP. Upon receipt of an alert from the CAD, the Communications Gateway will generate an alert and can send an email to server via SMTP or ESMTP. This email can be directed to a paging or cell phone system to deliver pages or SMS messages. Messages can be sent when specific Groups, Stations or Units are alerted, or when configured key words are found in the dispatch message. Event messages are delivered when the event occurs and when the event clears. Again, it should be noted that the performance of the remote alerting is subject to network reliability and coverage.

Mapping Capabilities

Basic mapping using data from CAD system is included at no additional costs. USDD provides an optional hosted map display feature that can display an incident map using HDTV Remotes in the fire station. When an alert is received by the Communications Gateway from the CAD system, the Gateway will query the Mapping Server for a map of the incident location. The Gateway will then provide this map the any Station Controllers alerted for this dispatch and HDTV Remotes in the station will display the map. The mapping server is hosted and maintained by USDD on an Amazon EC2 virtual machine. If the customer selects this option the CAD system must support sending Latitude and Longitude for alerts and the customer's Communications Gateways must be able to contact the USDD Mapping Server on the Internet. Customers can provide mapping data to USDD in standard format for loading on the server and later display on the maps.

Customers can also opt to host its own mapping server. USDD can provide a mapping server to the customer and assist the customer in configuring and modifying the server to provide customer's information only for an additional cost.

Software

The Phoenix G2 System is a special-purpose appliance system, with the components specifically configured with hardware and software for station alerting. US Digital Designs will provide standard embedded software for the operation of the station alerting system. This includes the software for the operation of the central Communications Gateway and GaRI radio system interfaces.

Included in the imbedded software will be USDD's standard interfaces to Customer's CAD system and radio system, and includes the following:

- USDD's standard interface to the Central CAD system. The interface will consist of USDD's standard XML API. The interface allows the CAD system integrator full access to the alerting functions of the System and will generate an alert by sending an XML Alert Message to the Communications Gateways with the details of the alert. When the Gateway receives a message from the CAD system, it either acknowledges the successful receipt of the message, or rejects the message. This success or rejection is used to provide a reliable link between the CAD system and the Gateway. The costs associated with CAD Vendor's interface fees are not included. CAD Provider's portion of the FSA interface is the responsibility of the customer.

- USDD's radio interface to customer's radio console. The following is a description of the interface used for the MCC7500 console: The USDD to MCC7500 API Application is a Windows application that must run on a dedicated MCC7500 radio console, where it uses the MCC7500 API DLLs and uses the MCC7500 features as a Dispatch User Interface (DUI) program. The Interface application exposes a subset of the console features that

USDD has deemed necessary or desirable to support fire alerting and dispatching operations. The MCC7500 features exposed by USDD's interface are:

- Call Alerts
- Resource Select / Multi Select
- Emergency Call Status (asynchronous notify)
- Inbound Radio Message (asynchronous notify)
- Inbound PTT ID Status (asynchronous notify)
- Resource Busy (asynchronous notify for only resources in a Multi-select Group)
-

The Interface also, whenever possible, hides the complexity of the MCC7500 API from the network client by exposing "feature-level" request/response messages on the network that the Interface turns into multiple API function calls and messages.

More information concerning the Console Radio Interface will be provided upon implementation.

Also included will be the software to enable:

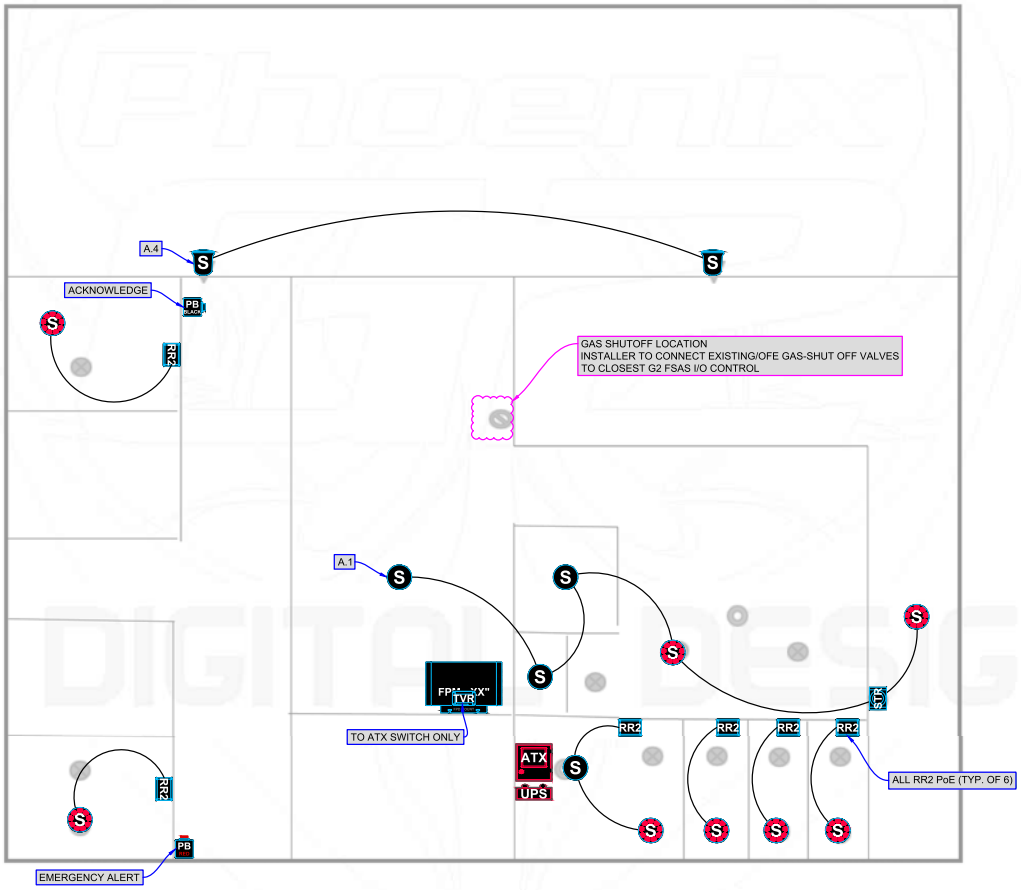
- VoiceAlert – the audible component that provides full text-to-speech capabilities and allows the System to announce any information provided to the System.

- VoiceEditor – which allows the customer to modify the pronunciation of words that are not familiar to the VoiceAlert system.

- Manual Alerting Client – in the event the CAD system is unavailable for any reason, dispatchers can use the web-based Manual Alerting application provided with the Communications Gateway to alert via the Radio alert path or Station alert path without the CAD system. All status information normally provided to the CAD system is then provided directly to the dispatcher via the Manual Alerting application.

- "Look and Feel" module to adapt the Station Alerting System to the requirements of the customer. This is a software module that is customized to meet these needs and includes the mapping of all CAD data fields to internal system data elements, the format of location information received from the CAD system, the VoiceAlert announcement formats for both in-station and on-radio announcements, and Message Display formatting.

Although the system is capable of per-channel control of VoiceAlert announcements, some customization is expected for the user interface to allow dispatchers to control the VoiceAlert radio functions of the system on a per dispatcher basis.



US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 FLAT PANEL MONITOR (SIZE TBD)
1	G2 FLAT PANEL MOUNT
1	G2 HDTV REMOTE
8	G2 LED SPEAKER (G2-LVL-HC-70)
1	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
1	PUSH BUTTON (BLACK)
1	PUSH BUTTON (RED)
6	ROOM REMOTE 2 (RR-2)
4	SPEAKER FLUSH MOUNT
2	SPEAKER WEATHER-PROOF

POE PORTS REQUIRED ON ATX	
Count	Name
6	G2 PoE PORT REQUIRED

SYMBOL	DESCRIPTION
I/O	G2 I/O REMOTE
MR2	G2 MESSAGE REMOTE 2
RR2	G2 ROOM REMOTE 2
TVR	G2 HDTV REMOTE
CIR	G2 COLOR INDICATOR REMOTE
PB	PUSH BUTTON - RED
PB BLACK	PUSH BUTTON - BLACK
VDS	G2 VIDEO DOOR STATION
LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
T	OEM TRANSFORMER
S	G2 OMNIALERT STROBE SPEAKER
S	G2 LED SPEAKER, FLUSH MOUNT
S	G2 LED SPEAKER, METAL BOX
S	SPEAKER, WEATHER-PROOF
S	SPEAKER, FLUSH MOUNT
S	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
VC	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

us digital designs
www.stationalerting.com

INSTALLER-REVIEW
END-USER-APPROVAL

SIGNATURE REQUIRED

END-USER APPROVES STATION DESIGN FOR PURPOSES OF OBTAINING QUOTE.
INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)

project	JOPLIN FIRE DEPARTMENT, MO
building	FIRE STATION 1
address	303 E 3RD STREET, JOPLIN, MISSOURI 64801
filename	USDD.MO_JOPN.FS01.FSA.DWG
date	9/12/2022 - 2:01PM
design by	PD

INSTALLER NOTES:

1. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
2. **THE ATX HAS AN AVAILABLE CONNECTION FOR THE ABILITY TO TIE INTO A GAS SHUTOFF VALVE. GAS SHUTOFF DEVICE TO BE PROVIDED BY OTHERS AND IS NOT MANUFACTURED BY USDD.**
3. INSTALLER TO PROVIDE CAT6 & 18/4 CABLES FROM ATX CONTROLLER TO CUSTOMER'S STATION RADIO FOR BACKUP.
4. INSTALLER TO PROVIDE CAT6 CABLE FROM ATX CONTROLLER WAN OUTPUT TO CUSTOMER'S IN-STATION NETWORK.
5. INSTALLER TO COORDINATE CONNECTION BETWEEN EXISTING STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE WITH OWNER. (IF APPLICABLE)
6. VOLUME CONTROL TO BE PROVIDED BY OWNER OR INSTALLER IF SHOWN ON DRAWING.
7. INSTALLER TO VERIFY AND CONSIDER LOCATION(S) OF NETWORK AND RADIO CONNECTIONS.

PoE = G2 ATX Power-over-Ethernet (PoE) ports 1...8 and G2 Expansion Module ports 1...12

A.n = G2 ATX Amplifier 1...4 | **EA.n** = G2 External Amplifier 1...n | **CH.n** = G2 Message Remote 2 Channel 1 or 2

NOTES:

1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
3. US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
4. PHOENIX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURBISHED SYSTEMS, (EXHAUST, LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

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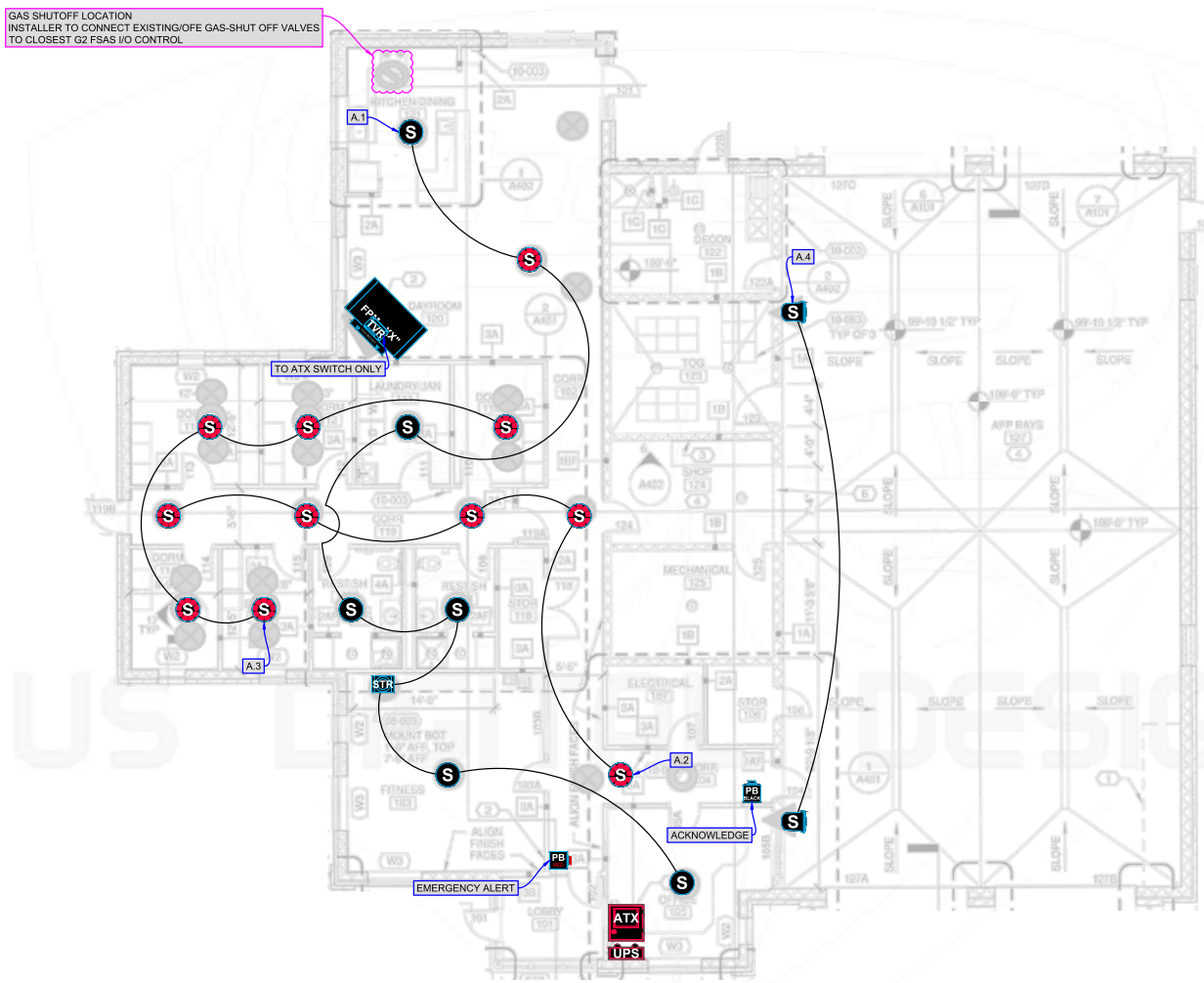
SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
EXP	G2 EXPANSION MODULE
UPS	G2-UNINTERRUPTIBLE POWER SUPPLY
AMP	OEM AMPLIFIER



US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 FLAT PANEL MONITOR (SIZE TBD)
1	G2 FLAT PANEL MOUNT
1	G2 HDTV REMOTE
11	G2 LED SPEAKER (G2-LVL-HC-70)
1	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
1	PUSH BUTTON (BLACK)
1	PUSH BUTTON (RED)
6	SPEAKER FLUSH MOUNT
2	SPEAKER WEATHER-PROOF

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INSTALLER - REVIEW
END-USER-APPROVAL

SIGNATURE REQUIRED

END-USER APPROVES STATION DESIGN FOR PURPOSES OF OBTAINING QUOTE.
INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)

SYMBOL	DESCRIPTION
I/O	G2 I/O REMOTE
MR2	G2 MESSAGE REMOTE 2
RR2	G2 ROOM REMOTE 2
TVR	G2 HDTV REMOTE
CIR	G2 COLOR INDICATOR REMOTE
PB	PUSH BUTTON - RED
PB BLACK	PUSH BUTTON - BLACK
VDS	G2 VIDEO DOOR STATION
LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
T	OEM TRANSFORMER
S	G2 OMNIALERT STROBE SPEAKER
S	G2 LED SPEAKER, FLUSH MOUNT
S	G2 LED SPEAKER, METAL BOX
S	SPEAKER, WEATHER-PROOF
S	SPEAKER, FLUSH MOUNT
S	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
VC	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

project	JOPLIN FIRE DEPARTMENT, MO		
building	FIRE STATION 2		
address	2825 W 13TH STREET, JOPLIN, MISSOURI 64801		
filename	USDD.MO_JOPN.FS02.FSA.DWG	design by	PD
date	9/12/2022 - 2:01PM		

INSTALLER NOTES:

1. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
2. **THE ATX HAS AN AVAILABLE CONNECTION FOR THE ABILITY TO TIE INTO A GAS SHUTOFF VALVE. GAS SHUTOFF DEVICE TO BE PROVIDED BY OTHERS AND IS NOT MANUFACTURED BY USDD.**
3. INSTALLER TO PROVIDE CAT6 & 18/4 CABLES FROM ATX CONTROLLER TO CUSTOMER'S STATION RADIO FOR BACKUP.
4. INSTALLER TO PROVIDE CAT6 CABLE FROM ATX CONTROLLER WAN OUTPUT TO CUSTOMER'S IN-STATION NETWORK.
5. INSTALLER TO COORDINATE CONNECTION BETWEEN EXISTING STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE WITH OWNER. (IF APPLICABLE)
6. VOLUME CONTROL TO BE PROVIDED BY OWNER OR INSTALLER IF SHOWN ON DRAWING.
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PoE = G2 ATX Power-over-Ethernet (PoE) ports 1...8 and G2 Expansion Module ports 1...12

A.n = G2 ATX Amplifier 1...4 | **EA.n** = G2 External Amplifier 1...n | **CH.n** = G2 Message Remote 2 Channel 1 or 2

NOTES:

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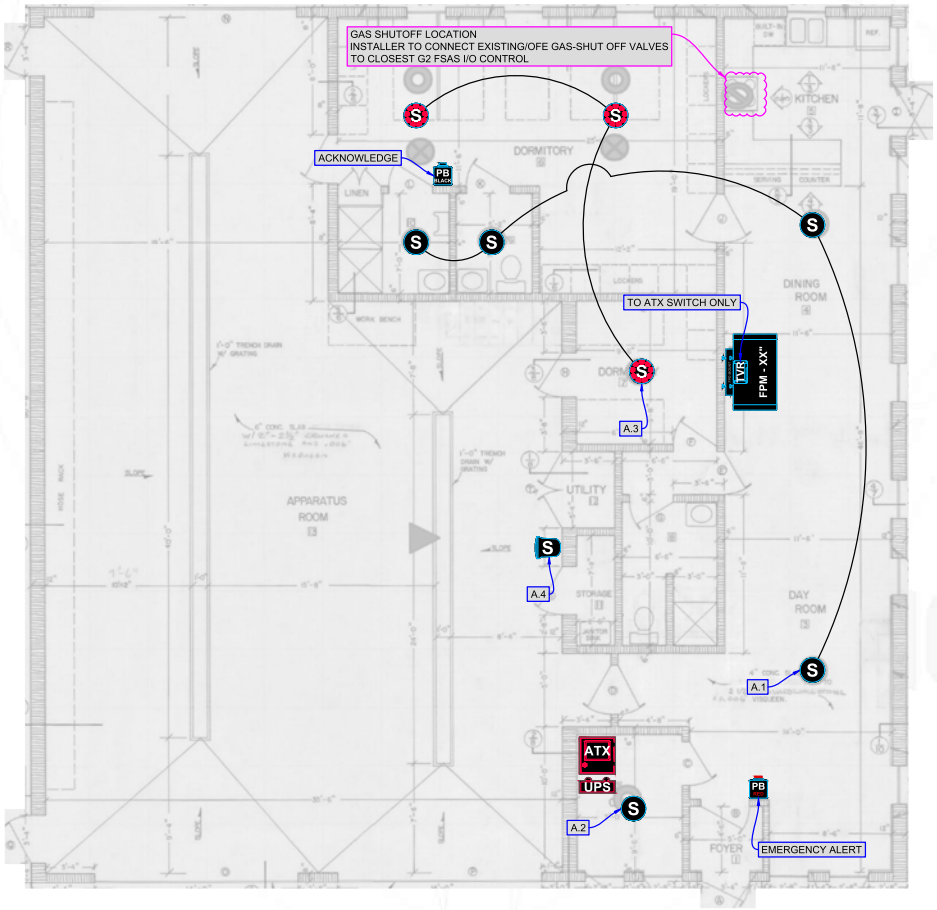
SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
EXP	G2 EXPANSION MODULE
UPS	G2-UNINTERRUPTIBLE POWER SUPPLY
AMP	OEM AMPLIFIER



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3	G2 LED SPEAKER (G2-LVL-HC-70)
1	G2 UPS (G2-UPS)
1	PUSH BUTTON (BLACK)
1	PUSH BUTTON (RED)
5	SPEAKER FLUSH MOUNT
1	SPEAKER WEATHER-PROOF

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LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
T	OEM TRANSFORMER
S	G2 OMNIALERT STROBE SPEAKER
S	G2 LED SPEAKER, FLUSH MOUNT
S	G2 LED SPEAKER, METAL BOX
S	SPEAKER, WEATHER-PROOF
S	SPEAKER, FLUSH MOUNT
S	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
VC	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

project	JOPLIN FIRE DEPARTMENT, MO
building	FIRE STATION 3
address	2717 NEWMAN ROAD, JOPLIN, MISSOURI 64801
filename	USDD.MO_JOPN.FS03.FSA.DWG
date	9/12/2022 - 2:01PM
design by	PD

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UPS	G2-UNINTERRUPTIBLE POWER SUPPLY
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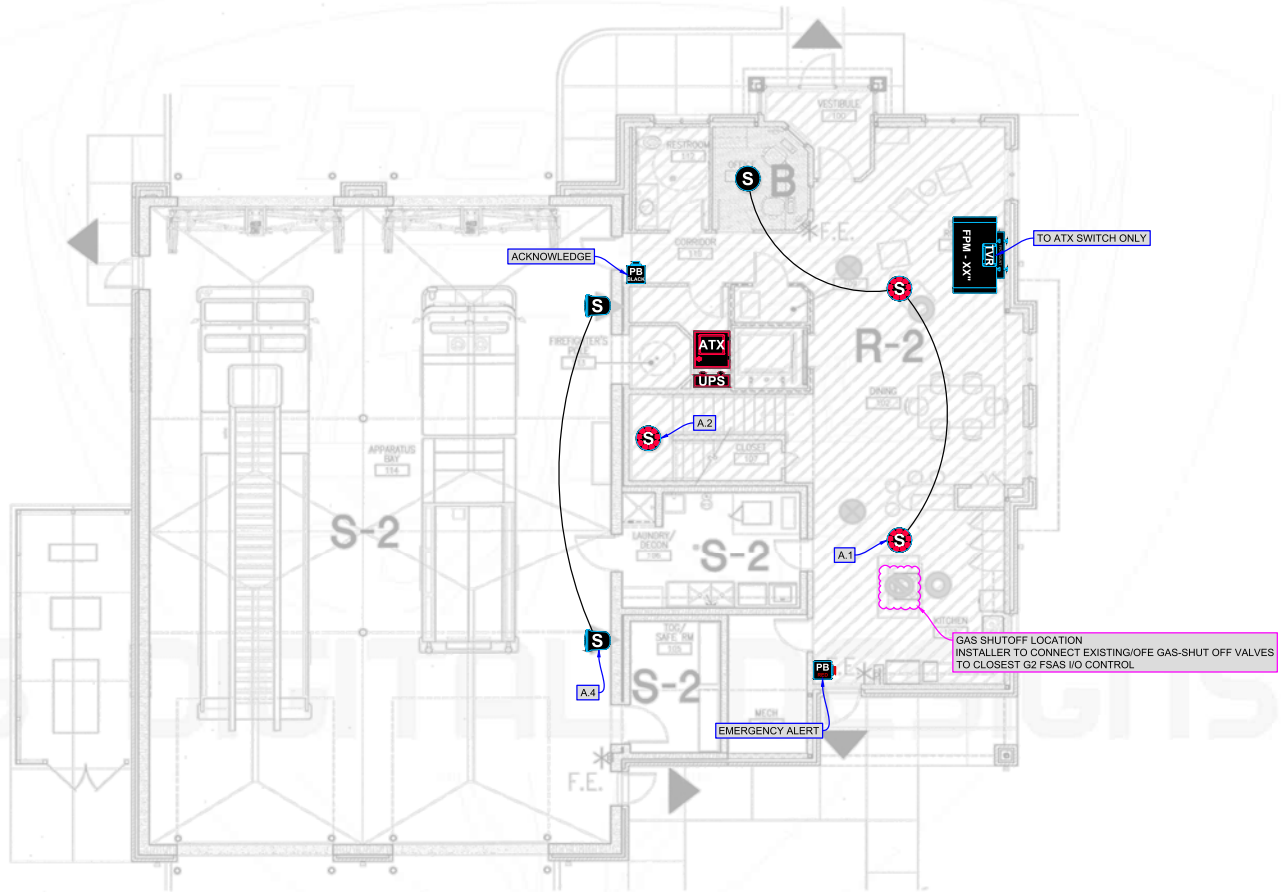

US DIGITAL DESIGNS	
Count	Name
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1	G2 FLAT PANEL MONITOR (SIZE TBD)
1	G2 FLAT PANEL MOUNT
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1	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
1	PUSH BUTTON (BLACK)
1	PUSH BUTTON (RED)
3	SPEAKER FLUSH MOUNT
2	SPEAKER WEATHER-PROOF

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INSTALLER - REVIEW
END-USER - APPROVAL

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LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
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S	G2 OMNIALERT STROBE SPEAKER
S	G2 LED SPEAKER, FLUSH MOUNT
S	G2 LED SPEAKER, METAL BOX
S	SPEAKER, WEATHER-PROOF
S	SPEAKER, FLUSH MOUNT
S	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
VC	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

project	JOPLIN FIRE DEPARTMENT, MO
building	FIRE STATION 4 - FIRST LEVEL
address	3402 HEARNES BOULEVARD, JOPLIN, MISSOURI 64804
filename	USDD.MO_JOPN.FS04.FSA.DWG
date	9/12/2022 - 2:01PM
design by	PD

INSTALLER NOTES:

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SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
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CIR	G2 COLOR INDICATOR REMOTE
PB	PUSH BUTTON - RED
PB BLACK	PUSH BUTTON - BLACK
VDS	G2 VIDEO DOOR STATION
LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
T	OEM TRANSFORMER
S	G2 OMNIALERT STROBE SPEAKER
S	G2 LED SPEAKER, FLUSH MOUNT
S	G2 LED SPEAKER, METAL BOX
S	SPEAKER, WEATHER-PROOF
S	SPEAKER, FLUSH MOUNT
S	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
VC	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

INSTALLER NOTES:

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INSTALLER - REVIEW
END-USER - APPROVAL

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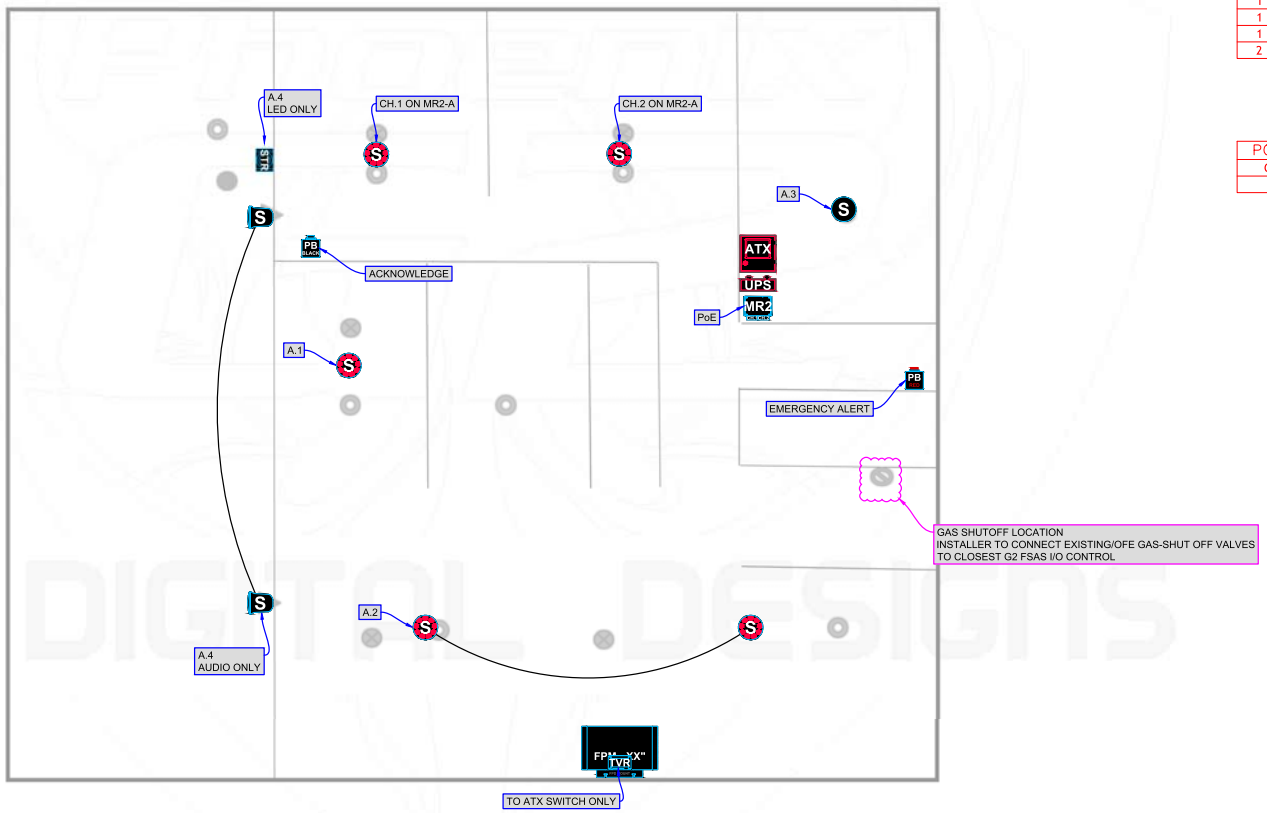
INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)

project	JOPLIN FIRE DEPARTMENT, MO
building	FIRE STATION 4 - SECOND LEVEL
address	3402 HEARNES BOULEVARD, JOPLIN, MISSOURI 64804
filename	USDD.MO_JOPN.FS04.FSA.DWG
date	9/12/2022 - 2:01PM
design by	PD



US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 FLAT PANEL MONITOR (SIZE TBD)
1	G2 FLAT PANEL MOUNT
1	G2 HDTV REMOTE
5	G2 LED SPEAKER (G2-LVL-HC-70)
1	G2 MESSAGE REMOTE 2
1	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
1	PUSH BUTTON (BLACK)
1	PUSH BUTTON (RED)
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POE PORTS REQUIRED ON ATX	
Count	Name
1	G2 PoE PORT REQUIRED

SYMBOL	DESCRIPTION
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MR2	G2 MESSAGE REMOTE 2
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FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
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	ADAPTER PLATE SINGLE
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INSTALLER - REVIEW
END-USER - APPROVAL

project	JOPLIN FIRE DEPARTMENT, MO
building	FIRE STATION 5
address	3223 TEXAS AVENUE, JOPLIN, MISSOURI 64804
filename	USDD.MO_JOPN.FS05.FSA.DWG
date	9/12/2022 - 2:01PM
design by	PD

INSTALLER NOTES:

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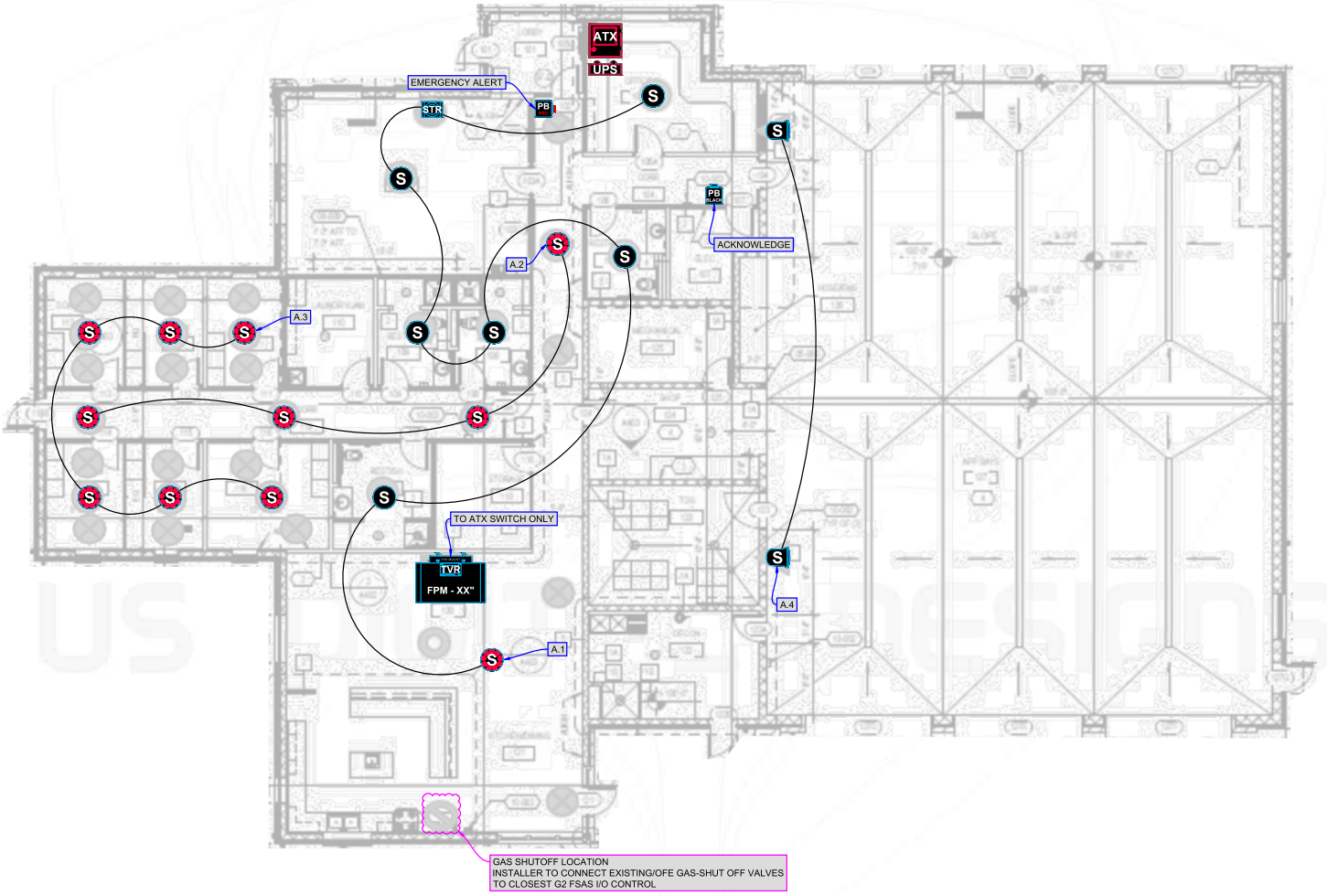

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	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

project	JOPLIN FIRE DEPARTMENT, MO		
building	FIRE STATION 6		
address	5302 W 32ND STREET, JOPLIN, MISSOURI 64804		
filename	USDD.MO_JOPN.FS06.FSA.DWG	design by	PD
date	9/12/2022 - 2:01PM		

INSTALLER NOTES:
1. INSTALLER TO VERIFY WALL AND CEILING TYPE TO DETERMINE NEED FOR FLUSH OR SURFACE MOUNT INSTALLATION OF EQUIPMENT SPECIFIED.
2. **THE ATX HAS AN AVAILABLE CONNECTION FOR THE ABILITY TO TIE INTO A GAS SHUTOFF VALVE. GAS SHUTOFF DEVICE TO BE PROVIDED BY OTHERS AND IS NOT MANUFACTURED BY USDD.**
3. INSTALLER TO PROVIDE CAT6 & 18/4 CABLES FROM ATX CONTROLLER TO CUSTOMER'S STATION RADIO FOR BACKUP.
4. INSTALLER TO PROVIDE CAT6 CABLE FROM ATX CONTROLLER WAN OUTPUT TO CUSTOMER'S IN-STATION NETWORK.
5. INSTALLER TO COORDINATE CONNECTION BETWEEN EXISTING STATION LIGHTING CONTROL SYSTEM AND RELAY OUTPUT FROM ATX STATION CONTROLLER OR I/O REMOTE WITH OWNER. (IF APPLICABLE)
6. VOLUME CONTROL TO BE PROVIDED BY OWNER OR INSTALLER IF SHOWN ON DRAWING.
7. INSTALLER TO VERIFY AND CONSIDER LOCATION(S) OF NETWORK AND RADIO CONNECTIONS.

PoE = G2 ATX Power-over-Ethernet (PoE) ports 1...8 and G2 Expansion Module ports 1...12

A.n = G2 ATX Amplifier 1...4 | **EA.n** = G2 External Amplifier 1...n | **CH.n** = G2 Message Remote 2 Channel 1 or 2

NOTES:
1. SEE ARCHITECTURAL SPECIFICATIONS FOR ALL ROUGH-IN AND INSTALLATION DETAILS.
2. US DIGITAL DESIGNS DOES NOT SUPPLY BACK BOXES, CONDUITS, OR MOUNTING FASTENERS.
3. US DIGITAL DESIGNS FIRE STATION ALERTING PLANS ARE DIAGRAMMATIC AND FOR QUOTING PURPOSES ONLY. DRAWING MAY NOT BE TO SCALE.
4. PHOENIX G2 SYSTEM IS ABLE TO SIGNAL OWNER-FURBISHED SYSTEMS, (EXHAUST, LIGHT, GAS SHUT OFF, ETC.) BUT USDD DOES NOT SUPPLY THESE SYSTEMS AND CANNOT WARRANT OR SUPPORT ANY OF THEIR PERFORMANCE BEYOND THE TRANSMISSION OF RELAY SIGNAL TO THEM.

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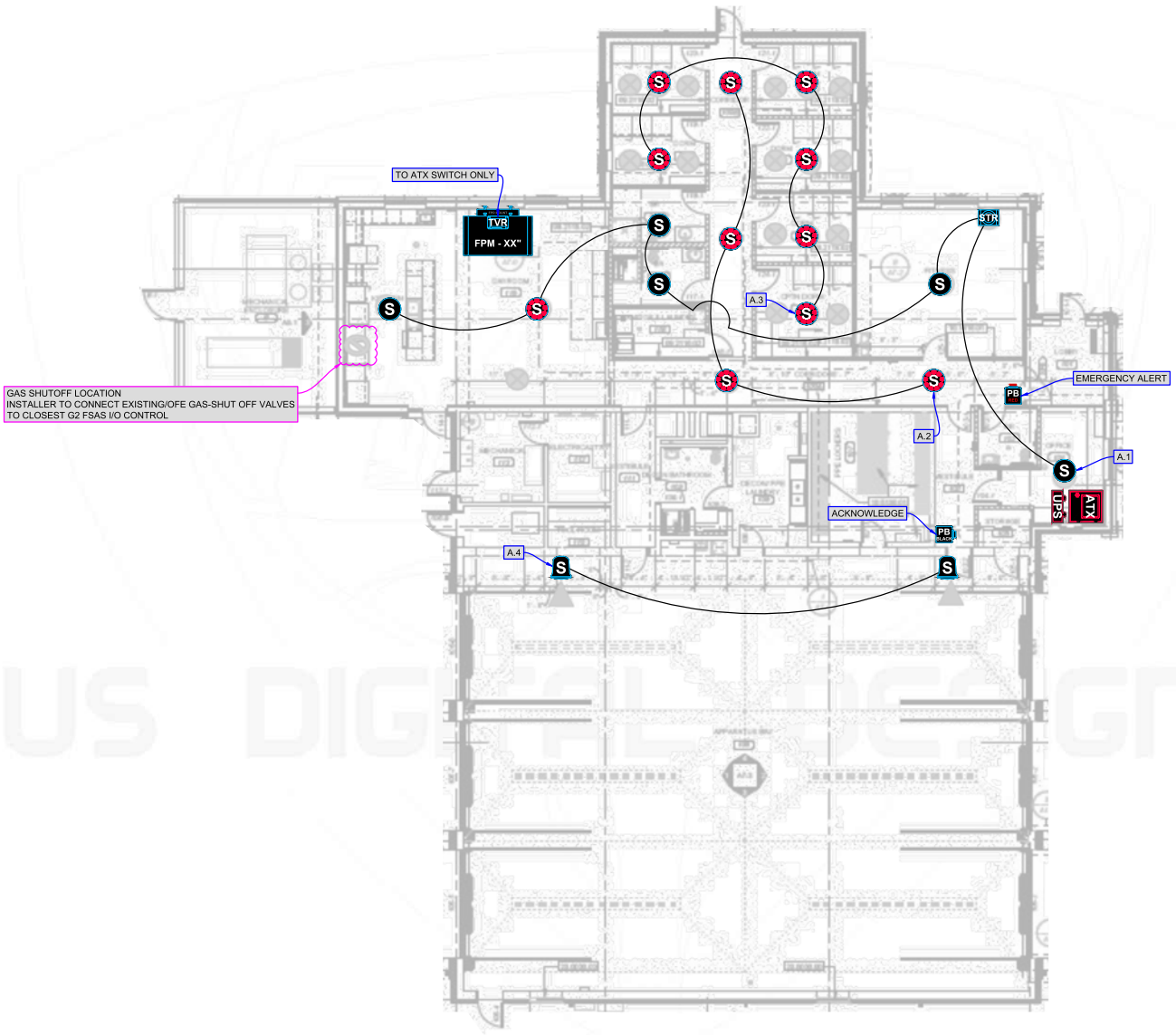
SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
EXP	G2 EXPANSION MODULE
UPS	G2-UNINTERRUPTIBLE POWER SUPPLY
AMP	OEM AMPLIFIER



US DIGITAL DESIGNS	
Count	Name
1	G2 ATX STATION CONTROLLER
1	G2 FLAT PANEL MONITOR (SIZE TBD)
1	G2 FLAT PANEL MOUNT
1	G2 HDTV REMOTE
11	G2 LED SPEAKER (G2-LVL-HC-70)
1	G2 STROBE LIGHT
1	G2 UPS (G2-UPS)
1	PUSH BUTTON (BLACK)
1	PUSH BUTTON (RED)
5	SPEAKER FLUSH MOUNT
2	SPEAKER WEATHER-PROOF

SYMBOL	DESCRIPTION
I/O	G2 I/O REMOTE
MR2	G2 MESSAGE REMOTE 2
RR2	G2 ROOM REMOTE 2
TVR	G2 HDTV REMOTE
CIR	G2 COLOR INDICATOR REMOTE
PB	PUSH BUTTON - RED
PB BLACK	PUSH BUTTON - BLACK
VDS	G2 VIDEO DOOR STATION
LAR	G2 LOCAL AREA REMOTE
STR	G2 STROBE LIGHT
T	OEM TRANSFORMER
S	G2 OMNIALERT STROBE SPEAKER
S	G2 LED SPEAKER, FLUSH MOUNT
S	G2 LED SPEAKER, METAL BOX
S	SPEAKER, WEATHER-PROOF
S	SPEAKER, FLUSH MOUNT
S	SPEAKER, METAL BOX
MSM	G2 MESSAGE SIGN (MINI 12")
MSS	G2 MESSAGE SIGN (STANDARD 24")
MSE	G2 MESSAGE SIGN (EXTENDED 36")
FPM - XX"	OEM FLAT PANEL MONITOR, XX", WITH MOUNT
VC	VOLUME CONTROL (CUSTOMER SUPPLIED)
	ADAPTER PLATE SINGLE
	ADAPTER PLATE DOUBLE
	ARTICULATING ARM MOUNT - LONG

SYMBOL	DESCRIPTION
ATX	G2 ATX STATION CONTROLLER
EXP	G2 EXPANSION MODULE
UPS	G2-UNINTERRUPTIBLE POWER SUPPLY
AMP	OEM AMPLIFIER

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INSTALLER - REVIEW
END-USER - APPROVAL

SIGNATURE REQUIRED

END-USER APPROVES STATION DESIGN FOR PURPOSES OF OBTAINING QUOTE.
INSTALLER CONFIRMS DESIGN ALIGNS WITH SITE CONDITIONS. (SPEAKER MOUNTING TYPE, ATX LOCATION ETC.)

project	JOPLIN FIRE DEPARTMENT, MO
building	FIRE STATION 7
address	SOUTHEASTERN JOPLIN, MISSOURI
filename	USDD.MO_JOPN.FS07.FSA.DWG
date	9/12/2022 - 2:01PM
design by	PD

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COUNCIL BILL NO. 2022- 610 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to U.S. Digital Designs to cover the purchase of fire station alerting package as approved in the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-523 on October 18, 2021, to adjust appropriations and containing an emergency clause.

WHEREAS, in the FY2021-2022 budget process, Council approved and budgeted funds to cover the purchase of fire station alerting.

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

Section 1. That a Purchase Order issued to U.S. Digital Designs for the amount of Three Hundred Forty-one Thousand, One Hundred Seventeen Dollars, Seventy Cents ($341,117.70), covering the cost and installation of fire station alerting for all 6 fire stations and the future fire station 7, 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 _____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 19, 2022

Item: Council Bill 2022-281 Agreement with Missouri Department of Transportation
Originating Department: Planning, Development, and Neighborhood Services

Attachments: 1) 2023 Unified Planning Work Program (UPWP)
2) Consolidated Planning Grant (CPG) agreement
3) Copy of Council Bill

PD&NS Director: Troy Bolander	Date:
Interim Public Works Director: Dan Johnson	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Nicholas Edwards	Date:

Recommended Action: Approval of Contract Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance.

SUMMARY:

This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for the city to Federal Transportation Planning Assistance. The purpose of this agreement is to allow the Joplin Metropolitan Planning Organization (whereas the City of Joplin is the designated recipient of the assistance) to receive monetary support to complete transportation planning duties and projects that are eligible for federal financial assistance.

The City will receive an 80% reimbursement of expenses. This year's expenses will total $1,130,759. The reimbursement consists of $828,862 in Federal Consolidated Planning Grant Funds and $75,745 in FTA Section 5307 funding. The City will pay 20% of the project costs incurred to a maximum of $226,152 to draw down the Federal assistance.

The Joplin Metropolitan Planning Organization (MPO) will use a portion of the assistance to pay for administrative support and technical work completed by the Director of Planning, Development and Neighborhood Services, the Transportation Planner and other staff in both the Engineering and Finance Departments. The remainder of the assistance will be used to help finance eligible planning projects.

Attached is the 2023 Unified Planning Work Program (UPWP) that provides details on the planning projects that will be conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) is the designated MPO with the responsibility of

providing transportation policy and overseeing the federal transportation planning process for the Joplin region.

FUNDING SOURCE:

Federal Consolidated Planning Grant Funds:	$828,862
Federal Transit Administration Section 5307 Funds:	$ 75,745
Joplin Transportation Sales Tax (match):	$226,152

RECOMMENDATION:

Staff recommends approval of this annual agreement with the Missouri Department of Transportation, so the MPO can carry out their transportation planning activities.

CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 04/21 (BDG)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Joplin (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense both the above named funds to accomplish metropolitan transportation planning in the Joplin urbanized area; and

WHEREAS, the Grantee has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Joplin urbanized area and to receive and expend the above named funds on its behalf; and

WHEREAS, the Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the Grantee, and the United States Department of Transportation (hereinafter, "USDOT"), describing the purposes and funding of all program components to be annually accomplished under this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The

amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

(2) SCOPE OF WORK AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget or scope of services (Appendix A).

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, and FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

> "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use the data and results for whatever purpose.

(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION: The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2022 and extend to October 31, 2023. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of $828,862.00 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of

services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including 2 C.F.R. Part 200, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate will be specified in Appendix A.

5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and

chargeable as such:

1. Salaries and fringe benefits.

2. Other non-salary expenses directly related to the completion of the work program activities, such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was over compensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made. The parties, acting through their authorized representatives, may also arrange for the electronic transfer of funds instead of a physical check.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: If the Grantee receives $750,000 or more per year total of all Federal assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*." A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee obtains less than $750,000, the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) 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 law.

(13) TERMINATION OF AGREEMENT:

(A) Non-Performance: If Grantee shall for any cause fail to perform any of the provisions of this Agreement or fail to complete any of the work described in this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must

give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission's chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if the Grantee is providing services or operating programs on behalf of Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, national origin, age or disability of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material

and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, national origin, disability, or age of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that it in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three

years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FHWA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq*.).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FHWA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FHWA

and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq*. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FHWA and FTA under 23 U.S.C. Sections 104(f) and 134 and 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered* Transaction as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals $5,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 2 C.F.R. Part 200 and Missouri statutes.

(B) Purchases costing less than $5,000 are not subject to 2 C.F.R. Part 200 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding $250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require a written request for approval and include the anticipated

amount of overruns on other program components.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

(31) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(33) ENGINEER: As provided in this Agreement, “Engineer” means the Chief Engineer or any other authorized representative of the Commission. Where the specific term “Chief Engineer” is used, it shall mean the Chief Engineer exclusively.

(34) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by assignment or notation without the prior written consent of the Commission.

(35) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(36) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	GRANTEE
_____	By _____
Title _____	Title _____
ATTEST:	ATTEST:
_____ Secretary to the Commission	By _____
	Title _____
Approved as to Form:	Approved as to Form:
	By _____
_____ Commission Counsel	Title _____

Appendix A

Task Funding Breakdown

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$91,437		$22,859	$114,296
Short Range Transportation Planning	$48,339		$12,085	$60,424
Long Range Transportation Planning	$434,103		$108,526	$542,629
Transit Planning		$75,745	$18,936	$94,681
Geographic Information Systems	$66,383		$16,596	$82,979
Safety Planning	$188,600		47,150	$235,750
Total	$828,862	$75,745	$226,152	$1,130,759

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds	$828,862
5307 Funds	$75,745
Local Match	$226,152
Total Funds Allocated	$1,130,759

CPG Balance Tracking

JATSO CPG Balance Tracking	
CPG Balance as of 7/22/22	$833,134
Estimated FY 2023 allocation	$209,267
Remaining FY 2022 CPG Funds to be expended	$(197,570)
CPG Funds Programmed for FY 2023	$(828,862)
Remaining Unprogrammed Balance	$15,969

JOPLIN AREA

Transportation Study Organization

Fiscal Year 2023 Unified Planning Work Program

Approved by the JATSO Policy Board on _____

Introduction

Purpose

The Joplin area transportation planning process is an on-going work effort that constitutes the planning work activities developed by the Joplin Area Transportation Study Organization (JATSO) staff. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the Metropolitan Transportation Plan (MTP). The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements are mandated by the Bipartisan Infrastructure Law (BIL).

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code. The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The JATSO organization is governed by the JATSO Policy Board that consists of six members from the City of Joplin, and one member from each of the following organizations: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County. The Harry S. Truman Coordinating Council is the local regional planning commission and represents smaller villages and unincorporated areas on the JATSO Policy Board. The organization and responsibilities of the various agencies involved in the metropolitan transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

Funding for the UPWP

Funding for the UPWP comes from these sources: FHWA, FTA, the City of Joplin, and local jurisdictions, as applicable. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source except where jurisdictions are completing individual planning projects.

Planning Factors

The Federal transportation planning regulations require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for consideration and implementation of projects, strategies, and services that will address the following ten factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing, and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
10. Enhance travel and tourism.

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law. MAP-21 transformed federal transportation grant programs by establishing new requirements for performance management and performance-based planning and programming to ensure the most efficient investment of federal transportation funds. The Fixing America's Surface Transportation Act (FAST Act) was signed into law in 2015 and continued the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. BIL was signed into laws in 2021 which provided for continuation of these requirements. More guidance is expected to come out under BIL. In implementing MAP-21 and the FAST Act, state Departments of Transportation (DOTs), MPOs, and providers of public transportation must

- establish performance targets that reflect the measures;
- report on progress towards achieving those targets; and
- develop performance-based plans implement a performance-based approach to planning and programming.

Eligible Work Activities

There are multiple work activities that are considered eligible for federal transportation planning funds. Eligible work activities must support the JATSO regional transportation planning process.

Public Participation Plan

The purpose for the Public Participation Plan (PPP) adopted in 2016 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs. The PPP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. See Table 1 for the comment periods required for various MPO work products. A paper copy of the PPP can be acquired at Joplin City Hall, Metropolitan Area Public Transit System (MAPS) office and vehicles, Webb City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. Electronic copies of the PPP, Title VI Plan, and Limited English Proficiency Plan can be found on the City of Joplin website at this link: https://www.joplinmo.org/922/Plansand-Publications.

FY 2023 Program Goals

The annual transportation planning program begins on November 1, 2022, and continues through October 31, 2023. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2023, JATSO's goals are:

1. Increase community engagement by using the JATSO website, social media, and other online tools to reach as many residents of the JATSO planning area as possible.
2. Maintain and amend the 2022-2025 JATSO TIP in accordance with state and federal standards as necessary.
3. Produce the 2024-2027 JATSO TIP in accordance with state and federal standards.
4. Assess the active transportation network in the JATSO metropolitan planning area (MPA) to find creative opportunities to increase network connectivity and ease of use.
5. Continue to improve the operational and technical capacity of the JATSO metropolitan transportation planning process.
6. Monitor and respond to the ongoing COVID-19 crisis in the JATSO MPA.

Task 1 – Program Support and Administration

Objective

JATSO staff will manage the transportation planning program for the metropolitan planning area, conduct public meetings, develop and administer the UPWP, and attend professional development and training events.

Status

This task is on-going with activities occurring on a day-to-day or on-demand basis.

FY 2022 Work Items Completed

- Amend FY 2022 UPWP as needed
- Submitted UPWP quarterly progress reports and invoices to MoDOT
- Developed the FY 2023 UPWP
- Conducted five public meetings
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT
- Participated in the February 2022 Statewide Planning Partner meeting
- Attended AMPO training in May 2022.

FY 2023 Work Items

- Develop the FY 2024 UPWP
- Make any necessary amendments to the FY 2023 UPWP
- Plan and conduct public meetings in accordance with the PPP
- Maintain and update the JATSO website
- Monitor and update planning documents
- Prepare and transmit quarterly progress reports and invoices to MoDOT
- Participate in MoDOT's district and statewide planning partner activities
- Participate in trainings, webinars, and conferences related to transportation planning as they become available
- Improve office equipment, computer systems, and software as needed.

Public Participation

Any adoption of a UPWP or UPWP amendment will comply with JATSO's Public Participation Plan. This requires a seven (7) day public comment period prior to JATSO meetings and any updates to the UPWP. A news release will be issued and posted to the JATSO webpage in advance of the public meeting.

FY 2023 End Products

- FY 2024 UPWP

- Any necessary amendments to the FY 2023 UPWP
- Four (4) quarterly progress reports and invoices submitted to MoDOT
- Meeting attendance and coordination with MoDOT

Schedule for Completion

This work is ongoing throughout the fiscal year.

Task 1 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$109,697	$87,757	$21,939
Travel Expenses	$2,000	$1,600	$400
Conferences and Seminars	$1,000	$800	$200
Dues and Memberships	$1,100	$880	$220
Office Equipment & Supplies	$500	$400	$100
Total	**$114,297**	**$91,437**	**$22,859**

Task 2 – Short Range Transportation Planning

Objective

JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's metropolitan transportation plan. JATSO updates its TIP every other year.

Status

Staff developed the FY 2022-2025 TIP during FY 2021 for approval by the JATSO Policy Board. FY 2022 work on the TIP included updates and amendments. FY2023 will see the development of the FY2024-2027 TIP.

FY 2022 Work Items Completed

- Maintained and monitored the projects in the JATSO FY 2022-2025 TIP
- Updated the 2022-2025 TIP as needed
- Prepared the FY 2021 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Voted to support MoDOT performance targets
- Incorporated target measures into the TIP and MTP

FY 2023 Work Items

- Prepare and adopt the FY 2024-2027 TIP
- Amend the FY 2022-2025 TIP as needed
- Prepare the FY 2022 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Incorporate performance measures and targets into the TIP and MTP as needed
- Plan and coordinate projects that support JATSO transportation infrastructure
- Conduct Public Meetings for TIP adoption and amendments in accordance with the Public Participation Plan

Public Participation

Prior to adopting a TIP, a public meeting will be held by the Policy Board. A news release will be issued and posted to the JATSO webpage fourteen (14) days in advance of the public meeting. TIP amendments will have a public comment period of seven (7) days. The public is encouraged to formulate comments regarding the TIP document.

FY 2023 End Products

- Board approved FY 2024-2027 TIP
- FY 2022 Annual Listing of Obligated Projects

Schedule for Completion

Activities will be on-going from November 1, 2022, through October 31, 2023

Task 2 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$60,424	$48,339	$12,085
Total	$60,424	$48,339	$12,085

Task 3 – Long Range Transportation Planning

Long range transportation planning's purpose is to prepare for the long-term health and growth of the regional transportation system, both motorized and non-motorized. This includes JATSO's Metropolitan Transportation Plan (MTP) and Bicycle and Pedestrian Plan (BPP). Additional tools, studies, and plans that pertain to long-range transportation planning are found in Task 3.

Status

Transportation needs in the JATSO planning area continue to evolve and require more data and tools to provide for transportation planning needs. Two additional studies or assessments are planned for FY 2023, and payment of the annual invoice for aerial photography and continuation of studies started in FY 2022.

FY 2022 Work Items Completed

- Completed Active Transportation Assessment.
- On-going freight assessment of JATSO area
- Webb City maintenance assessment and plan underway.
- Budgeted aerial photography payment.

FY 2023 Work Items

- Retain professional services to conduct a comprehensive origin and destination study for the JATSO area.
- Continue Freight Assessment into FY23.
- Continue Webb City maintenance assessment into FY23.
- Pay annual invoice for aerial photography agreement.

Public Participation

JATSO will work with the consultants on all projects to create robust public engagement plans that comply with the PPP.

FY 2023 End Products

- Complete origin and destination study
- Complete Webb City maintenance assessment and plan
- In-progress Freight Study

Schedule for Completion

All studies and trainings are expected to be completed by the end of FY 2023.

Task 3 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$40,283	$32,226	$8,057
Origin & Destination Study	$200,000	$160,000	$40,000
Freight Study	$180,000	$144,000	$36,000
Aerial Photography	$22,346	$17,877	$4,469
Webb City Maintenance Assessment	$100,000	$80,000	$20,000
Total	**$542,629**	**$434,103**	**$108,526**

Task 4 – Transit Planning

Objective

The JATSO staff will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. JATSO staff will conduct long and short-range transit planning responsibilities.

Status

JATSO staff continues with program support and administration.

FY 2022 Work Items Completed

- JATSO staff monitored the MAPS and collected data and information.
- JATSO staff monitored the Sunshine Lamp Trolley system.
- JATSO staff planned for the development of a transfer station and updated trolley routes.

FY 2023 Work Items

- The JATSO staff collects and records transit data and information and reports the data findings to local, state and federal government agencies.
- The JATSO staff and JATSO staff use data and information to complete short and long-range planning responsibilities.
- The JATSO staff monitors and analyzes Sunshine Lamp Trolley system.
- Review transit targets and update TAMP plan if necessary.
- The JATSO staff will continue to plan for the development of a transfer station and updated trolley routes with available resources.

Public Participation

The JATSO staff will hold public meetings and gather input in accordance with the Public Participation Plan.

FY 2023 End Products

- The JATSO staff will carry out the daily operations of MAPS.
- The JATSO staff will provide MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion

Activities will be on-going from November 1, 2022 through October 31, 2023.

Task 4 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$94,681	$75,745	$18,936
Total	$94,681	$75,745	$18,936

Task 5 – Geographic Information Systems

Objective

JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local agencies to update and create databases and collect and input data into the JATSO's GIS.

Status

The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into JATSO's GIS databases as it becomes available.

FY 2022 Work Items Completed

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.
- ArcMap software license was renewed through ESRI
- Maintained and updated GIS layers used by JATSO, MAPS, the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee
- Maintained the GIS website

FY 2023 Work Items

- Maintain and update GIS layers used by JATSO, MAPS, HSTCC, and member local governments and agencies
- Renew annual ESRI ArcMap license
- Maintain the GIS website

FY 2023 End Products

- Updated and maintained GIS layers
- Updated ArcMap software license

Schedule for Completion

Activities will be on-going from November 1, 2022 through October 31, 2023.

Task 5 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$66,979	$53,583	$13,396
ESRI License Update	$16,000	$12,800	$3,200
Total	$82,979	$66,383	$16,596

Task 6 – Safety Planning

Objective

JATSO staff will work on projects, plans, and other priorities specifically to address safety issues in our planning area. This task is utilizing the 2.5% set aside of Safe and Accessible Transportation Options Planning funds for JATSO. The amount of the 2.5% set aside will be $9,782 for FY 2023.

Status

JATSO is currently planning on additional planning activities that address safety throughout the planning area.

FY 2022 Work Items Completed

- None – this is a new task.

FY 2023 Work Items

- Complete Streets Training
- Conduct safety study of JATSO area, meeting Action Plan requirements under the Safe Streets and Roads for All (SS4A) grant.

FY 2023 End Products

- Complete Streets training.
- Safety Study for JATSO area, meeting Action Plan requirements of SS4A grant.

Schedule for Completion

Activities will be on-going from November 1, 2022 through October 31, 2023.

Task 6 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$30,750	$24,600	$6,150
Complete Streets Training	$5,000	$4,000	$1,000
Safety Plan	$200,000	$160,000	$40,000
Total	$235,750	$188,600	$47,150

Financial Summary Tables

Task Funding Breakdown

Task	CPG funds	5307 funds	Local funds	Total
Program Support and Administration	$91,437		$22,859	$114,296
Short Range Transportation Planning	$48,339		$12,085	$60,424
Long Range Transportation Planning	$434,103		$108,526	$542,629
Transit Planning		$75,745	$18,936	$94,681
Geographic Information Systems	$66,383		$16,596	$82,979
Safety Planning	$188,600		47,150	$235,750
Total	$828,862	$75,745	$226,152	$1,130,759

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds	$828,862
5307 Funds	$75,745
Local Match	$226,152
Total Funds Allocated	$1,130,759

CPG Balance Tracking

JATSO CPG Balance Tracking	
CPG Balance as of 7/22/22	$833,134
Estimated FY 2023 allocation	$209,267
Remaining FY 2022 CPG Funds to be expended	$(197,570)
CPG Funds Programmed for FY 2023	$(828,862)
Remaining Unprogrammed Balance	$15,969

JATSO Information

Organizational Chart

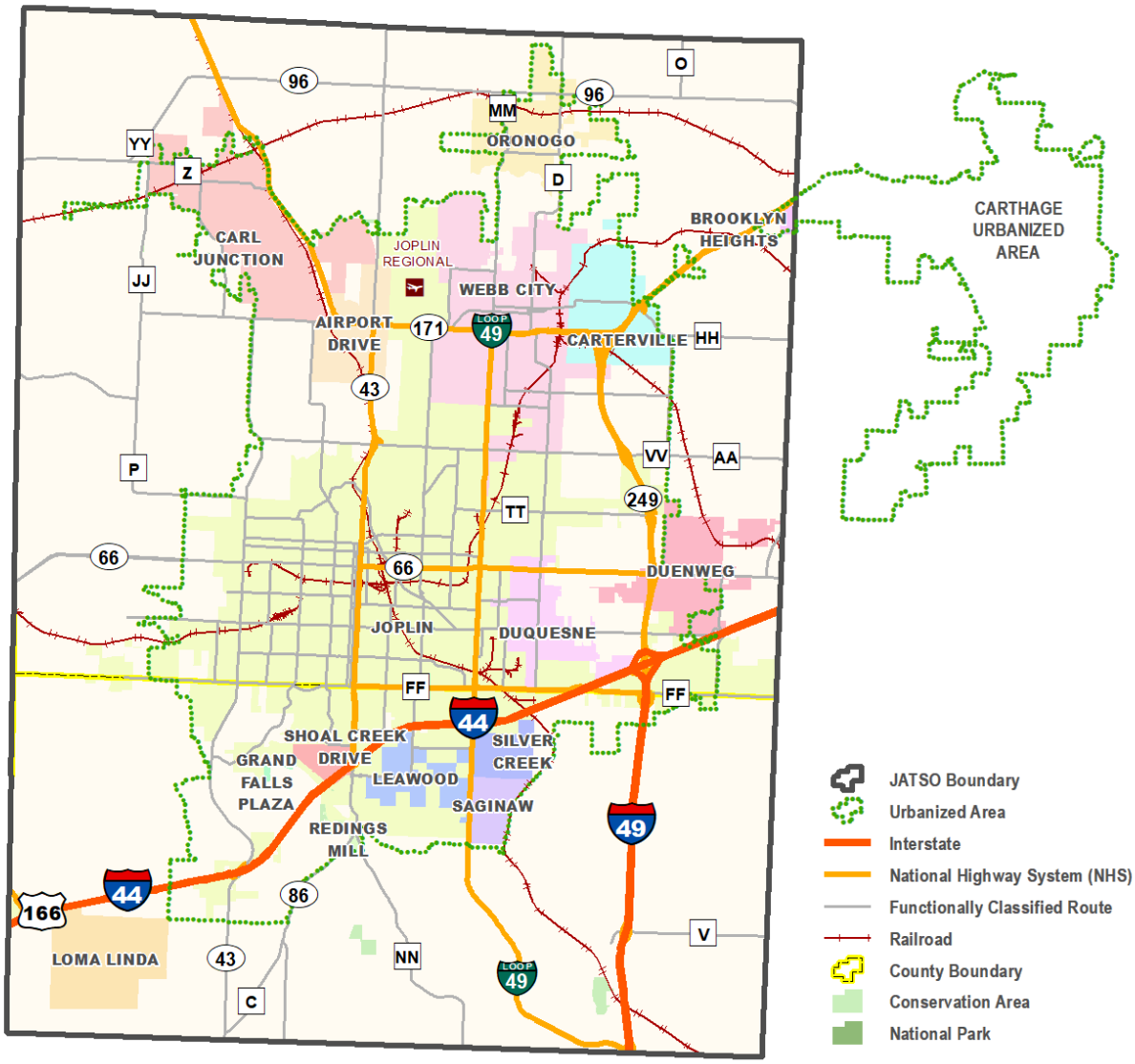
- Vacant, Transportation Planner (1.0 FTE)
- Robert Lolley, Transit Director (1.0 FTE)
- John Gilligan, GIS Coordinator (0.8 FTE)
- Troy Bolander, MPO Staff Director (0.5 FTE)
- Johan Bullington, Planning and Development Assistant Director (0.25 FTE)
- Mallory Wicklund, Finance Budgeting (0.25 FTE)
- Vicky Copeland, Administrative Assistant (0.25 FTE)
- Dakota Rusk, Traffic Engineer (0.25 FTE)
- Dan Johnson, Interim Public Works Director, JATSO Board Chairman (0.1 FTE)
- Vacant, Public Works Assistant Director (0.1 FTE)
- Lynden Lawson, Public Works Director of Operations (0.1 FTE)
- Rob Beachner, Engineering Project Manager (0.1 FTE)

Employee	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6
Transportation Planner, Vacant	X	X	X			X
Robert Lolley				X		
John Gilligan					X	
Troy Bolander	X	X	X			X
Johan Bullington	X	X	X			X
Mallory Wicklund	X					
Vicky Copeland	X					
Dan Johnson	X	X	X			X
Asst. P.W. Dir, Vacant	X	X	X			X
Lynden Lawson	X	X	X			X
Dakota Rusk	X	X	X			X
Rob Beachner	X	X	X			X

Voting Members

Name	Agency	Title
Dan Johnson	City of Joplin	Interim Director of Public Works; Chair
Troy Bolander	City of Joplin	Director of Planning; Vice Chair
Lynden Lawson	City of Joplin	Assistant Director of Public Works – Operations
Vacant	City of Joplin	Assistant Director of Public Works – Engineering
Bart Starkey	City of Joplin	Airport Manager
Robert Lolley	City of Joplin	Transit Director
Carl Francis	City of Webb City	City Administrator
Steve Lawver	City of Carl Junction	City Administrator
Carrie Campbell	Harry S. Truman Coordinating Council	Executive Director
Marvin Morris	Missouri Department of Transportation	Area Engineer
Darieus Adams	Jasper County	Commissioner
Vacant	Newton County	Commissioner
Frank Miller	Missouri Department of Transportation	Southwest District Planning Manager; Alternate
Adrienne Weston	Harry S. Truman Coordinating Council	Transportation Planner; Alternate
Dakota Rusk	City of Joplin	Traffic Engineer; Alternate

JATSO Metropolitan Planning Area (MPA) Boundary Map



Designated by Governor Bond in May 1983. Metropolitan Planning Area last amended by Governor Nixon on November 12, 2009.

COUNCIL BILL NO. 2022-281 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2020, through October 31, 2021, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide the reimbursement of nine-hundred four thousand six-hundred seven dollars ($904,607) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section 5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2022, by a vote of_____.

_____
Douglas Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney