JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JANUARY 3, 2023
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. Building Permits Online Transition Update

      Documents:

      BUILDING PERMITS ONLINE TRANSITION UPDATE.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2023-250
      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 R-2 (Two-Family Residential) property as described below and located at 2310 W. 2nd St, City of Joplin, Jasper County, Missouri.

      Documents:

CB2023-250SUMMARY.PDF
2023-250REPORT.PDF
2023-250APP.PDF
2023-250MINUTES.PDF
2023-250MAP.PDF
CB2023-250.PDF

3. COUNCIL BILL NO. 2023-252
   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 R-4 (Mixed-Density Neighborhood) property as described below and located at 2627 & 2629 S Oliver St, City of Joplin, Jasper County, Missouri.

   Documents:

   CB2023-252SUMMARY.PDF
   2023-252REPORT.PDF
   2023-252APP.PDF
   2023-252MINUTES.PDF
   2023-252MAP.PDF
   CB2023-252.PDF

4. COUNCIL BILL NO. 2023-251
   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 5850 E. 20th St, City of Joplin, Jasper County, Missouri.

   Documents:

   CB2023-251SUMMARY.PDF
   2023-251REPORT.PDF
   2023-251APP.PDF
   2023-251MINUTES.PDF
   2023-251MAP.PDF
   CB2023-251.PDF

8. **Consent Agenda**

1. Minutes Of The December 19, 2022, City Council Meeting

   Documents:

   DECEMBER 19, 2022 MINUTES.PDF

2. COUNCIL BILL NO. 2022-543
   AN ORDINANCE approving a Memorandum of Understanding by and between the City of Joplin and Missouri Southern State University (MSSU) to provide One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) from the City's allocation of State and Local Fiscal Recovery Funds (SLFRF)

as a part of the American Rescue Plan Act (ARPA) funds for the construction of a new Health Science Innovation Center.

Documents:

CB2022-543.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2023-001
AN ORDINANCE approving the 2023 Labor Agreement by and between the City of Joplin, Missouri, and the Joplin Professional Firefighters IAFF Local 59, and authorizing the City Manager to execute the same by and on behalf of the City; and, containing an emergency clause.

Documents:

CB 2023-001 IAFF LABOR AGREEMENT SUMMARY.PDF

2. COUNCIL BILL NO. 2023-100
AN ORDINANCE Authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Ninety-Five Thousand and no/100 Dollars (95,000.00) for a Supervisory Control And Data Acquisition (SCADA) for the Turkey Creek Wastewater Treatment Facility (WWTF) and the Shoal Creek Wastewater Treatment Facility (WWTF), authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and containing an emergency clause.

Documents:

GS 2023-100 SCADA.PDF
CB 2023-100 SCADA SYSTEM.PDF
WA AMA 23-002 WWTF SCADA UPGRADES.PDF

3. COUNCIL BILL NO. 2023-101
AN ORDINANCE Authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Three Hundred Fifty Thousand and no/100 Dollars ($350,000.00) for Shoal Creek Wastewater Treatment Facility (WWTF) Nova Filter Replacement, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and containing an emergency clause.

Documents:

GS 2023-101 NOVA FILTER REPLACEMENT.PDF
CB 2023-101 NOVA FILTER REPLACEMENT.PDF
WA AMA 23-001 SHOAL CRK WWTF FILTER REPLACEMENT.PDF

4. COUNCIL BILL NO. 2023-102
   AN ORDINANCE Authorizing a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services in the not to exceed amount of Two Hundred Fifty-Four Thousand and 00/100 Dollars ($254,000.00) for design of the Filmore Bridge and Tin Cup Lift Station Improvements project, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and containing an emergency clause.

   Documents:

   CB2023-102 SUMMARY SHEET _FILMORE-TINCUP LS IMPROVEMENTS_AMADESIGN_1.PDF
   CB2023-102 ORDINANCE_FILMORE-TINCUP LS IMPROVEMENTS_AMADESIGN.PDF
   CB2023-102 EXHIBIT MAP_FILMORE-TINCUP LS IMPROVEMENTS_AMADESIGN.PDF
   CB2023-102 WA AMA OC23-003 FILMORE-TINCUP LS IMPROVEMENTS.PDF

5. COUNCIL BILL NO. 2023-500
   AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022, to adjust appropriations and containing an emergency clause.

   Documents:

   CB 2023-500 SUMMARY BUDGET AMENDMENT FIRE SWING PERSONNEL.PDF
   CB 2023-500 BUDGET AMENDMENT ORDINANCE FIRE SWING PERSONNEL.PDF
   CB 2023-500 SCHEDULE A BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2022-158
   AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Joplin Industrial Electric Inc. in the amount of Seventy-Eight Thousand, Five Hundred Fifty-Seven and 00/100 Dollars, ($78,557.00) for the 1st Floor Remodel project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2022-158.PDF

2. COUNCIL BILL NO. 2022-403
   AN ORDINANCE approving an Agreement between the City of Joplin,

Missouri, and the Homeless Coalition that pertains to 2022 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB2022-403.PDF

3. COUNCIL BILL NO. 2022-404
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2022 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB2022-404.PDF

13. Unfinished Business

14. New Business

1. CASE NO. 068-22
Rezoning – 634 N Main St – A request to review the Site Plan for future development – Gus Properties, LLC

Documents:

068-22SUMMARY.PDF
068-22REPORT.PDF
068-22APP.PDF
068-22APPMATERIALS.PDF
068-22MINUTES.PDF
068-22MAP.PDF

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 29th

day of December 2022 (RSMo 610.020)



BUILDING PERMIT ONLINE TRANSITION UPDATE

COJ Team | January 3, 2023

BUILDING PERMIT ONLINE TRANSITION UPDATE

Building Permits
Project Description

- Internally, properly set up Building Permit Software to be efficient and effective for staff and the public
- Review and update the Building Permit process workflow for the efficient issuance of permits
- Train City staff across various departments for Application In-Take, Plan Review and Inspection Requests/Results
  - Building, Engineering, Planning & Zoning, Fire, and Health
- Update the City's land parcel records (address database) through GIS and Building Permit Software (IT Department staff)

BUILDING PERMIT ONLINE TRANSITION UPDATE

Previous City Council Update

- Configured and Designed Building Permit Software
- Trained Building Department Staff, Engineering Inspectors, and Planning and Zoning Staff
- Established email notifications for new applications received for internal City staff
- Established email notifications for inspection requests and results for external users, such as contractors
- Designed Building Permit and Certificate of Occupancy Forms

BUILDING PERMIT ONLINE TRANSITION UPDATE

New Progress since the last City Council Update

- Clean-up of Building Permit Software Records by closing open permits from inception through December 31, 2019
- Fire Department Training Sessions Completed
  - Plan Reviews and Inspections
- Health Department Training Sessions Completed
  - Plan Reviews
- Completed 90% of the land parcel records (address database) update
- Created Step-by-Step User Guides for City Staff

BUILDING PERMIT ONLINE TRANSITION UPDATE

Project Remaining Steps

- Complete final steps of update to land parcel records (address database)
  - Notate Historic addresses, Flood Plain addresses and Lead Contamination addresses in database
- Develop Building Permit workflow processes for efficient and effective permit issuance
  - Utilize recommendations from Development Operational Assessment

BUILDING PERMIT ONLINE TRANSITION UPDATE

Project Remaining Steps

- Create new Building Permit applications using new City logo standard formatting
  - Make applications available on City website
- Cross-train Building/Engineering/Neighborhood Improvement/Planning & Zoning staff on Application In-Take Procedures
- Coordination of address database with external partners such as Jasper County, JASCO (911), Post Office and Utility Companies

BUILDING PERMIT ONLINE TRANSITION UPDATE

Project Next Steps

- Complete update of land parcel records (address database) through GIS/Land Management system- Internal and External
- Complete workflow and permit applications
- Following staff training, allow staff to use software as designed using new workflow processes
  - Ensure staff is comfortable and processes are working as intended
- Set up and train for the online portion of the project
  - Choose a sample number of contractors for online testing

Questions?



PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-250 – Zoning District Change

MEETING DATE:
January 3, 2023

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
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

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

SUMMARY REQUEST:
Case 065-22: Rezoning – 2310 W 2nd St – A request to remove from District R-1 (Single-Family Residential) and include in District R-2 (Two-Family Residential) for future residential development – KLB Properties

BACKGROUND:
The change in zoning will not be detrimental to nearby property. Properties that are directly adjacent in all directions are R-1. However, R-2 would be required to have the same size lots (50' lots) as the adjacent property to develop single family homes. The rezoning is consistent with the Comprehensive Plan.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Baker stated he plans to develop single-family homes, consistent with the rest of the neighborhood. Rezoning would allow him to create smaller lots under R-2. Mr. and Mrs. Replogle debated the ownership of the property. Mr. Bolander stated that ownership was provided. Mr. Rosenberg inquired about the minimum lot size. Mr. Bolander explained that in the new code to get a 50' lot in an area that has not been platted you have to rezone it to R-2. Even if you build a single-family home. Most of those lots in that area are already 50' wide. He is requesting an R-2 zoning district so he can put in single-family homes with 50' lots. If it is not rezoned to R-2 he has every right to develop it under R-1 with new homes as well, but the lots will have to be 65' wide.

PUBLIC COMMENT;
Mr. and Mrs. Replogle debated the ownership of the property. They stated they used to own the property and then sold it. Mr. Bolander stated that ownership was provided. They also stated they did not want anyone else coming into the neighborhood that would impact it negatively.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-250
Planning & Zoning Commission recommends approval for Case 064-22 (6 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: December 12, 2022
City Council Meeting: January 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 065-22 A request to rezone from R-1 (Single Family Residential) to R-2 (Two Family Residential).

LOCATION Generally located at 2310 W 2nd St

APPLICANT KLB Properties

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 1.3 Acres

SITE CONTEXT

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

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as Low Density-Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Monroe Ave	Local	60′
S Winfield Ave	Local	60′
W 3rd St	Local	60′
W 2nd St	Collector	60′

UTILITIES

Utilities are accessible.

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. The property is shown as Low-Density Residential on the Future Land Use Map. R-2 zoning is appropriate in that context.

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

R-1 is not appropriate to develop duplexes or two-family residencies.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. Properties that are directly adjacent in all directions are R-1. However, R-2 is a permitted zoning in the Residential Low-Density Future Land Use Category, which is used to promote open space and rural preservation, OR to develop more walkable neighborhoods with a mix of housing types and connection to walkable neighborhood centers.

DISCUSSION

This request to rezone to R-2 is consistent with the Comprehensive Plan and complies with its designated Future Land Use Category on the Future Land Use Map.

Staff recommends approval of Case 065-22.

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
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 065-22
Filing Fee: $550.00
Received: 10-19-22
Date Advertised: 11/23/22
Proj. No.: 22-135
Public Hearing Date: ~~11-14-22~~ 12-12-22

Applicant: KLB Propertries LLC Phone No.: 417-438-3531

Address: 302 Silverwood Ln, Joplin, MO64801 Email: klbpropertiersllc@gmail.com

Owner: KLB Properties LLC Phone No.: 417-438-3531

Address: 302 Silverwood Ln, Joplin, MO 64801 Email: klbpropertiesllc@gmail.com

Location of Property: 2300 Block of W 2nd St

Present Use of Property: R-1 Vacant land

Proposed Use of Property: R-2 New construction housing

Current Zoning: R-1 Requested Zoning: R-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Housing	R-1
South	Housing	R-1
East	Housing	R-1
West	Housing	R-1

Character of the Neighborhood: _____

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: Wanting to divide into multiple lots. Need lot width to be 50ft.

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?

Street(s) with Access to Property: 2nd, 3rd, and Winfield

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
◉	○	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

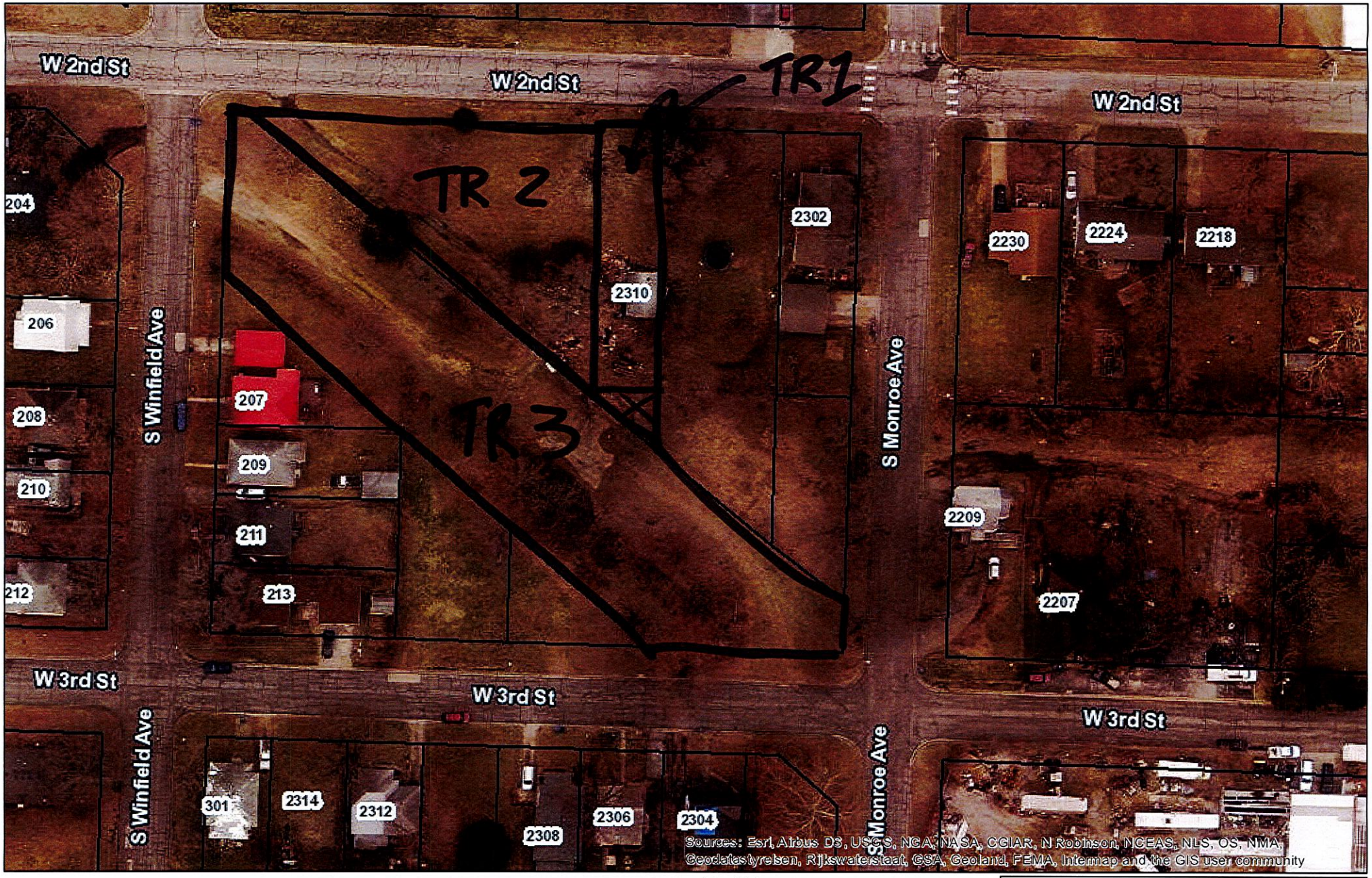
_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
◉	○	Completed and signed 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.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: Kyle Eck **Date:** 10/19/22



Date: 12/5/2022

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

Joplin City Limits

Addresses

Jasper Parcels

Newton Parcels

Joplin Streets

Red: Band_1

Green: Band_2

Blue: Band_3

@ 12/5/22

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

SCHEDULE B, PART II
(Continued)

EXHIBIT "A"

TRACT 1:
ALL OF THE EAST 36 FEET OF THE WEST 80 FEET OF LOT NUMBERED THIRTY-SIX (36) LYING NORTH OF RAILROAD RIGHT-OF-WAY OF JOPLIN AND PITTSBURG STREETCAR AND RAILROAD COMPANY IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TRACT 2:
ALL OF LOT NUMBERED FORTY-FIVE (45) IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN LYING NORTH AND EAST OF THE RAILROAD RIGHT-OF-WAY AND ALL OF THE WEST 80 FEET OF LOT THIRTY-SIX (36) IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN, EXCEPT FOR THE EAST 36 FEET OF THE WEST 80 FEET LYING NORTH AND EAST OF THE RAILROAD RIGHT-OF-WAY AND NORTHEASTERLY ONE-HALF OF THE ABANDONED M.K, & T RAILROAD RIGHT-OF-WAY LYING AT RIGHT ANGLES AND ADJOINING THAT PORTION OF THE ABOVE DESCRIBED LOTS 45 AND 36 ALL BEING SITUATED IN JOPLIN, JASPER COUNTY, MISSOURI.

TRACT 3:
A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 4, TOWNSHIP 27 NORTH, RANGE 33, WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SECOND STREET AND THE EAST LINE OF WINFIELD AVENUE, THENCE SOUTHERLY ALONG SAID EAST LINE OF WINFIELD AVENUE, A DISTANCE OF 115 FEET, MORE OR LESS, TO A POINT 50 FEET DISTANT SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF ABANDONED MAIN TRACK OF THE FORMER JOPLIN BRANCH OF THE MISSOURI PACIFIC RAILROAD COMPANY AS ORIGINALLY CONSTRUCTED AND OPERATED, THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH AND 50 FEET DISTANT SOUTHWESTERLY, MEASURE AT RIGHT ANGLES, FROM SAID CENTERLINE OF ABANDONED MAIN TRACK, A DISTANCE OF 310 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF THIRD STREET, THENCE EASTERLY ALONG SAID NORTHERLY LINE OF THIRD STREET, A DISTANCE OF 120 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF MONROE STREET, THENCE NORTHERLY ALONG SAID WESTERLY LINE OF MONROE STREET, A DISTANCE OF 35 FEET, MORE OR LESS, TO A POINT 50 FEET DISTANCE NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF ABANDONED MAIN TRACK, THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH AND 50 FEET DISTANCE NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF ABANDONED MAIN TRACK, A DISTANCE OF 435 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SECOND STREET, THENCE SOUTHERLY ALONG SAID SOUTH LINE OF SECOND STREET, A DISTANCE OF 25 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

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AMERICAN LAND TITLE ASSOCIATION

Case 065-22: Rezoning

3 Tracts in the 2300 Block of W. 2nd Street-Generally located at 2310 W. 2nd Street-A request to remove from DistrictR-1 (Single Family) and include in District R-2 (Two Family Residential)-KLB Properties, LLC.

Mr. Kyler Baker, 302 Silverwood Lane, Joplin, Missouri. Mr. Baker was representing KLB Properties, LLC. and they have requested rezoning from R1 to R2. He stated he still planned on building single-family homes in that area. R2 would allow him a certain size lot whereas R1 placed limitations on him. R2 gives him the size lot he needs to accommodate the number of homes he wanted to build. He thought the number of homes would be six in that full area.

Ms. Steele asked, the entire block.

Mr. Baker stated yes that is his goal. He just wanted to build nice new homes. They would be rental property for him. He stated he kept all his rental property maintained with good tenants. He just wanted to do good stuff for Joplin and revitalize that area.

Ms. Steele asked if anyone would like to speak in opposition of Case 065-22.

Mary Replogle, 1502 S. Michigan Ave. B-3 A-4, Joplin, Missouri. Ms. Replogle stated she owned a house with her husband located at 209 S. Winfield. She proposed a question to Mr. Baker and asked what three address he owned. Ms. Replogle stated now that she is clear she would like to make known that 2310 W. 2nd is not known as 2310. It is known as 2314 and 2310. She stated her grandmother owned all that property and her uncle owned all the Railroad property. He purchased it from the Railroad down in Texas and then he in turn sold it to her husband. He is waiting to speak also. He owned it for a few years and then he sold it.

Neal Replogle, 209 S. Winfield Ave. Joplin, Missouri. Mr. Replogle stated he resided a couple of doors down from the property.

Mary Replogle stated she was told by her grandmother growing up that this Railroad property when they were finished with it would revert to the landowners around that area. Ms. Replogle stated she had copies of the Warranty Deed from 207 S. Winfield. She advised that she had their Warranty Deed for 209 S. Winfield and she had the Warranty Deed for William Clemmons and Karen Birch. Unfortunately, Karen Birch's son has the property also now. She stated she did not have time to contact him because they just received their letter from the City the other day. She stated that putting duplexes or apartments or whatever it may be, even single-family homes is not a good

idea for that area. Especially duplexes or apartments. It will make the area worse. She stated they have worked and worked and worked to get this area back up. She thinks it should remain as R-1 instead of R-2. She stated there are several other people in opposition, but they could not make it because they are working.

Mr. Neal Replogle stated like she previously stated he bought the Railroad right-of-way from her uncle from the Railroad company in Texas when they put it up for sale. Bill bought it and then I bought it from Bill. The Railroad guy came out and surveyed it and everything. They said because the Railroad line was abandoned so many years ago, like over thirty something years ago, since he had been here. His neighbor's yard was fenced in and everything down there for thirty years or more. Then someone came in and took out all the fence and everything. They were trying to take that property also to add to that other one or whatever. Parts of that on the one side like where his neighbor is at, that reverted back to his property and that is why it was fenced in. And then in the back where the Clemmons are back on the one end that reverted back too. He stated they had paperwork to that out of my records from the Railroad and everything. He stated they know both properties really well and he kept them up for a long time and everything. One used to be her grandma's property, 2310 W. 2nd and 2314 W. 2nd. He stated that 2314 W. 2nd was a big house and 2310 W. 2nd was just a little bitty rock house. It used to be a rental property, that little piece in the back. He stated he thought he pretty much covered that. That was pretty much what he wanted to say. He stated he sold it to the guy down on 3rd Street. He is dead and his partner has it now the Railroad right-of-way. He sold it, but he did not know who he sold it to but them boundaries were in line. He stated he had papers to show where it goes through on the Railroad side. How far it goes down from Winfield down to Monroe. It was more narrow than wide. He stated he could not do what he wanted to do with it. He stated he wanted to put a three bay garage back up on the concrete slab but the City at the time told him he could not because of the zoning change. At that time, it was just a pain to keep it up, so he sold it to this other guy. He resold it to whoever has it now. Now on the 2314 W. 2nd and 2310 W. 2nd a guy named Roger bought that side over there, the grandma's side. He stated that is pretty much all he has to say. He stated he thought they were going by the old records on their survey.

Mr. Jackson asked to clarify the addresses because he was confused. So, he asked Mr. Replogle if his family owned the properties located at 2310 W. 2nd and 2314 W. 2nd.

Mr. Replogle stated yes.

Mr. Jackson asked if both the properties were sold.

Mr. Replogle responded, right.

Mr. Jackson asked so there is also the Railroad property that comes in here as well.

Mr. Replogle stated he bought that.

Mr. Jackson stated correct, and you sold that to another gentlemen.

Mr. Replogle stated yes.

Mr. Jackson stated okay and what were your respective addresses. Where do you live in relation to this.

Mr. Replogle stated just a couple of doors up from this on the same side at 209 S. Winfield. He said the way they got it marked off from the previous owner goes across my neighbor's yard at an angle and it don't touch mine it sits on the back corner fence down to the corner of 3rd and Monroe. Almost to the corner.

Mr. Jackson asked Mr. Replogle if he was the tan house that sits there. He stated he was looking at a map on his phone.

Mr. Replogle said the tan house would be 207 S. Winfield. Nobody said nothing to them or gave them any paperwork or nothing. They went to a deal in Carthage, and they came back and the fence was all ripped out. The line goes down that direction there with it being fenced in for over thirty plus years it should be grandfathered in.

Ms. Steele stated adverse possession.

Mr. Jackson stated you mentioned a Warranty Deed.

Ms. Replogle stated yes, these Warranty Deeds were given to my husband when they sold the property to him.

Ms. Steele asked Ms. Replogle so when you sold the property there is another Warranty Deed issued when you sold it. Ms. Steele asked, are you claiming ownership or a right to this property.

Mr. Replogle stated no.

Ms. Replogle stated what she was doing was letting everyone know that the triangular shape of the 2310 W. 2nd Street property. There are two properties there. Her grandmother owned 2314 W. 2nd. Her name was Mary A. Smith. She passed away in June 1990. Property was originally sold to Erma Money. She stated the reason why she

knows so much about this area is she had family at 1st and Winfield. Her mother owned property at 3rd and Winfield. Basically, this has been a family neighborhood.

Mr. Jackson stated that usually when Railroad property is transferred usually they get the first right of getting it back but they let you transfer the title from the person who bought it from them to you. And everything was good. They just relinquished it.

Mr. Replogle stated, no sir.

Ms. Replogle stated her uncle bought the property from the Railroad company in Texas. He passed away and her cousin was interested in buying it and they sold it to him.

Mr. Replogle stated when her dad died, he got it. He is the one who purchased it. He sold it to me. They were in Texas. Just a narrow property.

Mr. Jackson said basically where the track was and the right-of-way on each side. But you say they have signed off on the fact that they take no claim to it and you have legal ownership of the property.

Mr. Replogle stated he sold it.

Ms. Replogle stated the agreement on this Railroad was there was a street car track that went down the middle of her grandmother's drive-way. When they abandoned it she got it free and clear. Railroad said when they abandoned it after so many years the Railroad property would revert back to the people who were living at those addresses at the time that are up for question.

Mr. Jackson said so what he was hearing from Mr. Replogle was that he sold the property off to another individual.

Ms. Replogle said he sold it to Penny who owns the trucking company at 3rd and Monroe.

Mr. Jackson stated so the question is had Mr. Baker purchased the property from this other gentleman.

Mr. Replogle stated that is what he is trying to figure out.

Ms. Steele asked Mr. Bolander if the land in question was free and clear.

Mr. Bolander stated yes, he did not want to get to much off the subject because it is a rezoning request. We receive documentation that he owns it free and clear. We checked that before the item was placed on the agenda.

Ms. Steele thanked Mr. Bolander.

Ms. Replogle stated that once again she thought it would be wrong to rezone it to R-2 because it will bring all kinds of people in that do not need to be in the neighborhood.

Mr. Replogle said there is just way too much riff raff over there now. We have trouble over there all the time. People have to get guns to protect their homes. He stated he had a gun to protect his home. There is a problem with homeless. Not so much in the day but at night.

Ms. Steele stated that if that land was developed maybe that would cut down on the homeless coming in there.

Ms. Replogle stated no. She said not to get off the subject but 118 and 112 Winfield all those homes are about 25 years old, and they were supposed to make the neighborhood nicer. No. They rent and sell to all kinds of people.

Mr. Replogle stated they have had drug dealers over there and everything else.

Ms. Steele asked if there was anything else they would like to bring before the Commission.

Ms. Replogle stated that would be everything.

Ms. Steele asked if anyone else would like to speak in opposition of Case 065-22.

Mr. Stan Asbell, 1502 S. Michigan Ave., Joplin, Missouri. Mr. Asbell stated the reason he was against this rezoning was my great uncle who owned the property what the confusion was when it was sold where the property lines and fences were you could not build on the property because there was not enough room there already to do anything that is why Mr. Replogle was not allowed to rebuild the shop that fell in from the ice storm. And then when Ms. Replogle's grandmother's house burnt they were not able to rebuild because there was not enough room on said property. Because between where the grandmother's house laid and then the little rock house behind her house which she owned both properties and then where the main Railroad came through which Mr. Smith owned where his shop was. Mr. Replogle bought it. When that all fell in because of the storm he was not able to rebuild because they said there was not enough

property there because the property the homeowners owned around it that the Railroad had taken it had reverted back to the homeowner. Which wasn't very big pieces, but it was enough where no body was able to rebuild. All of a sudden now everyone is able to rebuild there, and nobody knows why. Nobody has said anything or come door to door or said this is our intentions, we would like to know anything about it. But that has not happened. He does understand because he does construction himself. But he stated he knows that is not always the case. But, in saying that a lot of the homes there are low-income homes. You go in and put in these new dwellings and stuff that is going to raise their taxes on their property. Like Mr. Replogle pays $380.00 a year for his home taxes. Those new places go in then his home taxes go up. Everybody in that neighborhood's taxes will go up on their own home property. It happened. So, these low-income families that have these other houses what are they going to do when it comes time for their taxes because they have all these new dwellings coming up around them. They are coded nicer new homes. So, there is that problem. That is the reason he stated he is against it. The families around there now are doing good to hold their own. New dwellings come in that will definitely raise their property tax. Then so you have this new one coming in and then if they start this well your house looks like this, and we have this new one here that is going to cause a lot of problems for them again. Because they can't keep the upkeep of their homes because they are low-income families. So basically, that is the reason I am against it.

Mr. Rosenberg proposed a question to Mr. Bolander. What is the minimum lot size width. Is it 50 or did we raise that.

Mr. Bolander stated that is the question we are trying to answer this evening. In the new code to get a 50' lot in an area that has not been platted you have to rezone it to R-2. Even if you build a single-family home. Most of those lots in that area are already 50' wide. He is requesting an R-2 zoning district so he can put in single-family homes with 50' lots. If it is not rezoned to R-2 he has every right to develop it under R-1 with new homes as well, but the lots will have to be 65' wide. That is the question this evening.

Mr. Jackson stated so the plot size would be sufficient to accommodate what he is requesting to do.

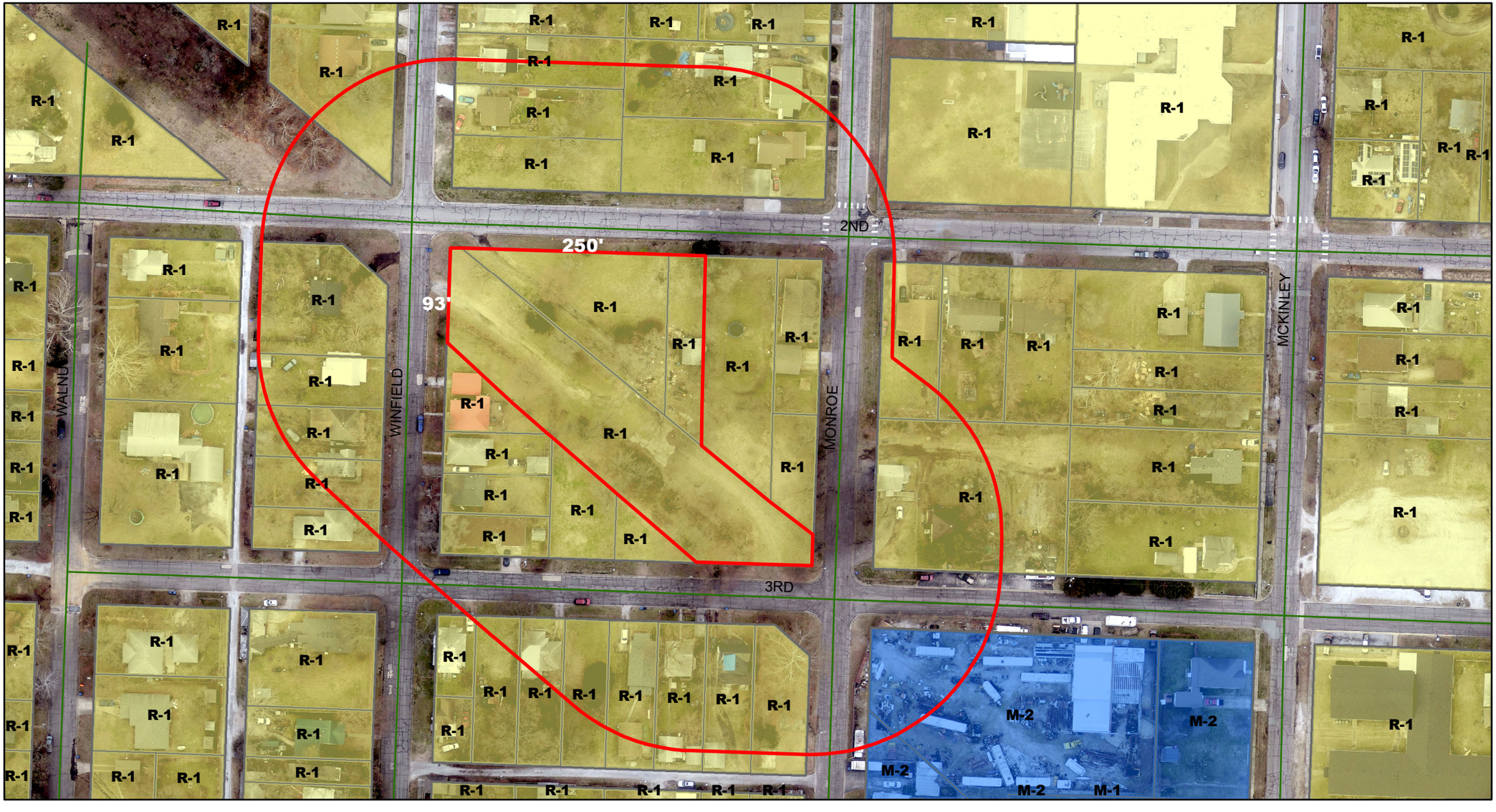
Mr. Bolander stated yes 50' lots which are typical in that neighborhood.

Mr. Jackson asked what would the access be the way it is laid out. Will it be sufficient for people to get to and from the property.

Mr. Bolander stated he thought it would be off a lot on 3rd street and the majority would be off 2nd street.

MR. JACKSON MOVED THAT CASE 065-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Case 065-22 - Rezoning - Generally located at 2310 W 2nd St



3 Tracts in the 2300 Block of W. 2nd St – Generally located at 2310 W 2nd St – A request to remove from District R-1 (Single Family) and include in District R-2 (Two Family Residential) - KBL Properties

N

0 50 100 200 300 400 Feet

P & Z Case 065-22
KLB Properties
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-250 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 R-2 (Two-Family Residential) property as described below and located at 2310 W. 2nd 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 R-2 (Two-Family Residential).

TRACT 1: ALL OF THE EAST 36 FEET OF THE WEST 80 FEET OF LOT NUMBERED THIRTY-SIX (36) LYING NORTH OF RAILROAD RIGHT-OF-WAY OF JOPLIN AND PITTSBURG STREETCAR AND RAILROAD COMPANY IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. **TRACT 2:** ALL OF LOT NUMBERED FORTY-FIVE (45) IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN LYING NORTH AND EAST OF THE RAILROAD RIGHT-OF-WAY AND ALL OF THE WEST 80 FEET OF LOT THIRTY-SIX (36) IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN, EXCEPT FOR THE EAST 36 FEET OF THE WEST 80 FEET LYING NORTH AND EAST OF THE RAILROAD RIGHT-OF-WAY AND NORTHEASTERLY ONE-HALF OF THE ABANDONED M.K, & T RAILROAD RIGHT-OF-WAY LYING AT RIGHT ANGLES AND ADJOING THAT PORTION OF THE ABOVE DESCRIBED LOTS 45 AND 36 ALL BEING SITUATED IN JOPLIN, JASPER COUNTY, MISSOURI. **TRACT 3:** A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 4, TOWNSHIP 27 NORTH, RANGE 33, WEST OF THE SIXTH PRINCIPAL MERIDIAN IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF SECOND STREET AND THE EAST LINE OF WINFIELD AVENUE, THENCE SOUTHERLY ALONG SAID EAST LINE OF WINFIELD AVENUE, A DISTANCE OF 115 FEET, MORE OR LESS, TO A POINT 50 FEET DISTANT SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF ABANDONED MAIN TRACK OF THE FORMER JOPLIN BRANCH OF THE MISSOURI PACIFIC RAILROAD COMPANY AS ORIGINALLY CONSTRUCTED AND OPERATED, THENCE SOUTHEASTERLY

ALONG A LINE PARALLEL WITH AND 50 FEET DISTANT SOUTHWESTERLY, MEASURE AT RIGHT ANGLES, FROM SAID CENTERLINE OF ABANDONED MAIN TRACK, A DISTANCE OF 310 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY LINE OF THIRD STREET, THENCE EASTERLY ALONG SAID NORTHERLY LINE OF THIRD STREET, A DISTANCE OF 120 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF MONROE STREET, THENCE NORTHERLY ALONG SAID WESTERLY LINE OF MONROE STREET, A DISTANCE OF 35 FEET, MORE OR LESS, TO A POINT 50 FEET DISTANCE NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF ABANDONED MAIN TRACK, THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH AND 50 FEET DISTANCE NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE OF ABANDONED MAIN TRACK, A DISTANCE OF 435 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SAID SECOND STREET, THENCE SOUTHERLY ALONG SAID SOUTH LINE OF SECOND STREET, A DISTANCE OF 25 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, 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 2023-252 – Zoning District Change

MEETING DATE:
January 3, 2023

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
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

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

SUMMARY REQUEST:
Case 067-22: Rezoning – 2627 & 2629 S Oliver St – A request to remove from District R-1 (Single-Family Residential) and include in District R-4 (Mixed-Density Neighborhood) for future residential development – Schuber Mitchell Homes

BACKGROUND:
This request is consistent with the Comprehensive Plan. The area is defined as low-density residential on the Future Land Use Map. Typically, R-4 is not an applicable zoning for low-density residential. However, the property is narrow and undevelopable under R-1. With an R-4 zoning, lot size requirements for single-family homes will be met. Schuber Mitchell plans to build single-family residential homes on the property. This matches the current uses of the surrounding R-1 properties and is consistent with the Future Land Use Map.

PLANNING & ZONING COMMISSION TESTIMONY:
Josh, with Anderson Engineering, represented the case. Josh stated that they are requesting the case be tabled in order for them to hold a community meeting.

PUBLIC COMMENT;
Ms. Brenda Nelson spoke in opposition of the case. She stated that her and her neighbors do not want a mixed-density zoning in their area. Terry Mitchell stated they are basically wanting to do single-family homes. Ms. Nelson asked if there were any plans they had to show the residents tonight. Mr. Bolander said no, that is why they are requesting to table for a community meeting.

RECOMMENDATIONS:
Staff recommends tabling Council Bill 2023-252
Planning & Zoning Commission recommends tabling Case 067-22 (6 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: December 12, 2022
City Council Meeting: January 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 067-22 A request to rezone from R-1 (Single Family Residential) to C-3 (Commercial).

LOCATION 2629 & 2827 S. Oliver Ave, Joplin, MO 64801

APPLICANT Schuber Mitchell Homes

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 4.6 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-4	R-1	R-1
Land Use	Single-Family Residential/Vacant	Vacant	Vacant	Single-Family Residential/Vacant

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
20th St	Collector	40′

UTILITIES

The site is accessible to utilities.

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. The area is defined as low-density residential on the Future Land Use Map. Typically, R-4 is not an applicable zoning for low-density residential. However, the property is narrow and undevelopable under R-1. With an R-4 zoning, lot size requirements for single-family homes will be met.

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

Schuber Mitchell plans to build single-family residential homes on the property. This matches the current uses of the surrounding R-1 properties and is consistent with the Future Land Use Map.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. While zoned R-4, building single-family homes will maintain consistency with the rest of the neighborhood.

DISCUSSION

The rezoning is necessary in order to develop this property and include more single-family homes in the neighborhood. The rezoning will allow them to meet the minimum lot requirements on this narrow strip of land.

Staff recommends approval of Case 067-22.

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
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 067-22
Filing Fee: $550.00
Received: 10/28/22
Date Advertised: 11/23/22
Proj. No.: 23-025
Public Hearing Date: 12/12/22

Applicant: ANDERSON ENGINEERING INC Phone No.: 417.782.7399

Address: 811 E 3RD ST JOPLIN, MO 64801 Email: _____

Owner: SCHUBER MITCHELL HOMES Phone No.: 417.626.7000

Address: 1810 FOUNTAIN RD WEBB CITY, MO 64870 Email: _____

Location of Property: 26TH & OLIVER ST JOPLIN, MO

Present Use of Property: RESIDENTIAL/VACANT

Proposed Use of Property: RESIDENTIAL

Current Zoning: R1 Requested Zoning: R4

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	RESIDENTIAL	R1
South	RESIDENTIAL	R1
East	RESIDENTIAL	R4
West	RESIDENTIAL	R1

Character of the Neighborhood: SINGLE FAMILY HOMES, MULTI-FAMILY HOMES

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: R4 ALLOWS FOR MORE VARIETY OF HOMES WITH SMALLER SETBACKS

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?

Street(s) with Access to Property: OLIVER ST

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☑

Right-of-Way Width: 50 FT

Subdivision Platting:

Yes	No	
◉	○	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
◉	○	Completed and signed 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.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 10/27/2022

Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

Review Criteria. A rezoning shall be reviewed according to the following criteria:

1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

ANDERSON ENGINEERING
EMPLOYEE OWNED

ae-inc.com
811 E. 3rd Street
Joplin, MO 64801
417-782-7399

October 28th, 2022

City of Joplin
Planning Commission
602 South Main Street
Joplin, Missouri 64801

RE: 2629 S Oliver Ave Rezone Application

To Whom it May Concern:

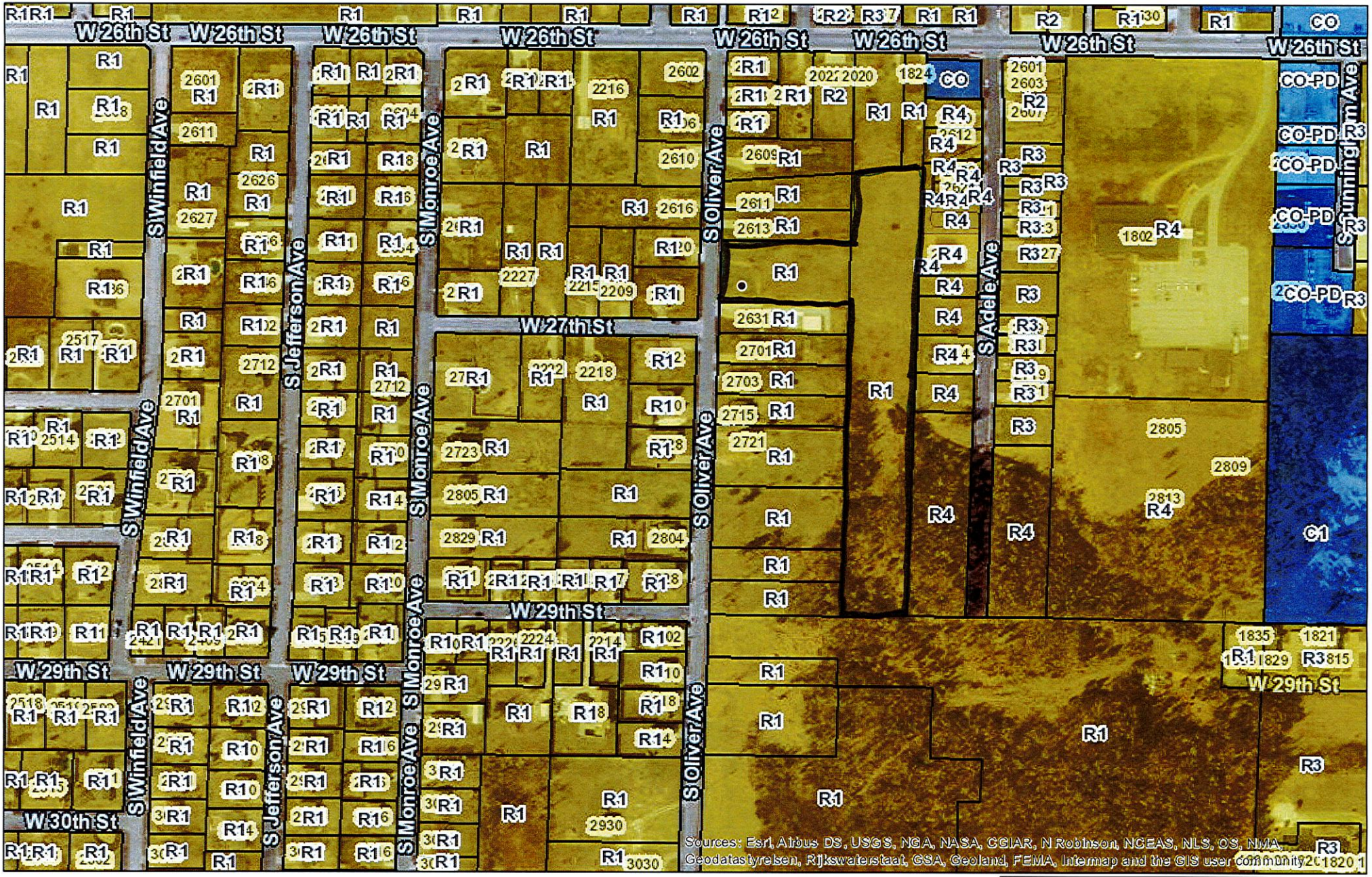
Schuber Mitchell Homes is seeking approval on a rezone request at 2629 S Oliver. They are requesting to rezone this, the property immediately East, and 2827 S Oliver to R4. Please refer to the attached application, exhibit, and legal descriptions for additional information.

Schuber Mitchell Homes is requesting the rezone to develop these properties to add more affordable single family home options. The impact of the proposed change should be good for the surrounding area as the requested change will allow the land to be developed to provide more variety of housing options for the Joplin community as well as create a good transition from the R1 residential zoning to the West and the R4 residential zoning to the East. The proposed zoning request should have negligible impacts to the existing traffic conditions and fire hazards, and provide two egresses on to Oliver St. This proposed zoning request will allow adequate housing to be developed in an area that has remained semi vacant since the tornado of 2011.

Should you require any additional information, please contact us.

Sincerely,

Katrina Smith, E.I.T.
Design Engineer



Date: 11/8/2022

1 " = 376 '

0 0.035 0.07 0.14 mi

N

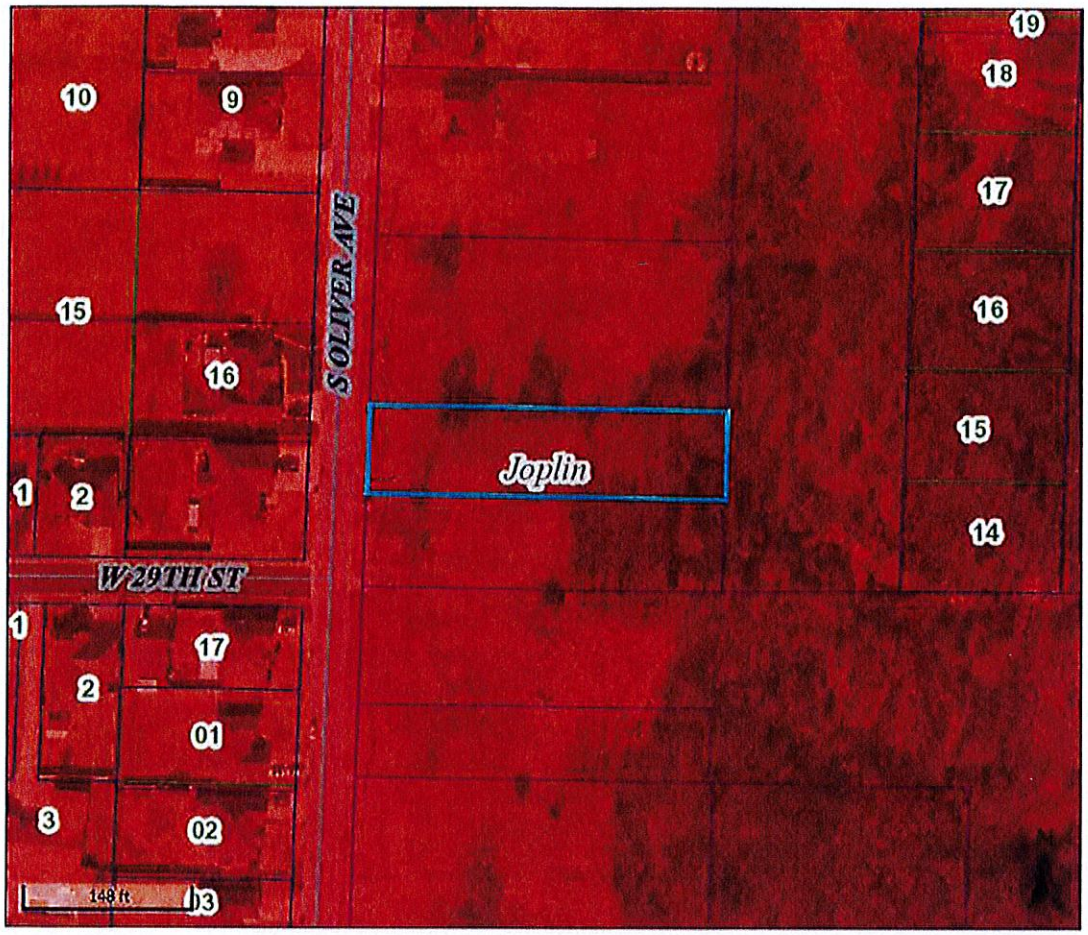
Zoning

C1	C2	C3-PD	M1	M2-PD	R2	R3-PD	
C1-PD	C2-PD	CO	M1-PD	R1	R2-PD	R4	
	C3	CO-PD	M2	R1-PD	R3	R4-PD	

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

Beacon™ Jasper County, MO





Legend

- County Boundary
- City Limit Boundaries
- Airport Drive
- Alba
- Asbury
- Avilla
- Brooklyn Heights
- Carl Junction
- Carterville
- Carthage
- Carytown
- Duenweg
- Duquesne
- Fidelity
- Jasper
- Joplin
- La Russell
- Neck City
- Oronogo
- Purcell
- Reeds
- Sarcoxie
- Waco
- Webb City
- Parcels
- Lots
- Local Roads

Parcel ID	19501640001067000	**Alternate ID**	35-017594-0000	**Owner Address**	BALDWIN RENTAL INVESTMENTS
Sec/Twp/Rng	16-27-33	**Class**	R		PO BOX 271
Property Address	2827 S OLIVER	**Acreage**	0.4808		JOPLIN, MO 64802
District	116				

Brief Tax Description JOP MISC N1/2 TR W 295' S 142.68' LOT 11
(Note: Not to be used on legal documents)

Any split parcels recorded after the middle of May will not display until the next tax year.

Date created: 8/25/2022

Web Copy

Recorded in Jasper County, Missouri
Recording Date/Time: 09/12/2022 at 01:35:30 PM
Book: 2656 Page: 454
Instr #: **2022015873**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

SEAL

Charlotte Pickering
Recorder of Deeds

LLC WARRANTY DEED

FILE NO.: G22-130536

THIS DEED, made and entered into September 9, 2022, by and between **Baldwin Rental Investments, LLC**, a Limited Liability Company organized and existing under the laws of the State of Missouri, Grantor, County of Jasper, State of Missouri, in consideration of Ten Dollars and other valuable consideration to it paid by **Schuber Mitchell Homes, LLC, a Missouri Limited Liability Company**, Grantee, of the County of Jasper, State of Missouri, whose mailing address is:

P.O. Box 365, Webb City, MO 64870

the receipt of which is hereby acknowledged, and by virtue and pursuance of a Resolution of the Members of said Grantor, does by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said Grantee, and their heirs and assigns, the following described Real Estate, situated in the County of Jasper, State of Missouri, to wit:

ALL OF THE NORTH HALF OF THAT TRACT OF LAND COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27, RANGE 33; THENCE NORTH 89 DEGREES, 52 MINUTES EAST A DISTANCE OF 295 FEET; THENCE NORTH 1 DEGREE, 14 MINUTES EAST A DISTANCE OF 142.68 FEET; THENCE SOUTH 89 DEGREES, 52 MINUTES WEST A DISTANCE OF 295 FEET; THENCE SOUTH 1 DEGREE, 14 MINUTES WEST TO THE POINT OF BEGINNING, SUBJECT TO A POLE LINE RIGHT-OF-WAY TO EMPIRE DISTRICT, BEING A PART OF MISCELLANEOUS TRACT ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record, if any and zoning laws.

Charlotte Pickering, Recorder of Deeds

Web Copy

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its Member(s) on September 9, 2022.

Baldwin Rental Investments, LLC

BY: _____
Robert L. Baldwin
Manager

STATE OF MISSOURI

COUNTY OF JASPER

On 9th of September, 2022, before me appeared Robert L. Baldwin, to me personally known, who, being by me duly sworn, did say that they are the Manager of Baldwin Rental Investments, LLC and that the said instrument was signed on behalf of said Limited Liability Company by authority of its Members; and said person(s) acknowledged said instrument to be the free act and deed of said Limited Liability Company and that said Limited Liability Company has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Tammy Garoutte, Notary Public

My Commission Expires: October 17, 2025

TAMMY GAROUTTE
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Oct 17, 2025
Commission #13406288

Charlotte Pickering, Recorder of Deeds

Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data for reference only:

Issuing Agent:	Great American Title Insurance Agency
Issuing Office:	2401 East 32nd Street, Suite 13, Joplin, MO 64804
Loan ID No.:	
Issuing Office File No.:	G22-130536
Property Address:	2827 South Oliver Avenue, Joplin, MO 64804
Revision No.:	1

SCHEDULE A

1. Commitment Date: **August 19, 2022 at 08:00 AM**
2. Policy to be issued:
   (a) ALTA Owners Policy (06/17/06)
   Proposed Insured: **Schuber Mitchell Homes, LLC**
   Proposed Policy Amount: **$26,500.00**
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date vested in:
   Baldwin Rental Investments, LLC
5. The Land is described as follows:
   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Countersigned:
Great American Title Insurance Agency
2401 East 32nd Street, Suite 13
Joplin, MO 64804
Phone: (417)626-7875 Fax: (417)626-7275

By Jana Cole

Authorized Signatory

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Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.

5. Due to conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records:

   Warranty Deed from Baldwin Rental Investments, LLC, to Schuber Mitchell Homes, LLC, a Missouri Limited Liability Company, and properly filed of record in Jasper County, Missouri.

7. The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of **Schuber Mitchell Homes, LLC**, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents. Furnish evidence that proper consents have been obtained, authorizing the LLC to enter into the transaction being insured.

   NOTE: Any instrument to be executed by a limited liability company must be executed in the limited liability company's name and signed by all the members if management has been retained by the members, or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.

8. The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of **Baldwin Rental Investments, LLC**, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents. Furnish evidence that proper consents have been obtained, authorizing the LLC to enter into the transaction being insured.

   NOTE: Any instrument to be executed by a limited liability company must be executed in the limited liability company's name and signed by all the members if management has been retained by the members, or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I
(Continued)

9. Section VI article 6.04 of the Jasper County Missouri environmental contamination ordinance states "no person shall sell, assign, give or otherwise transfer real property with a water well as defined herein without first conducting required testing for groundwater, and providing written results from a qualified testing lab to the department and to the buyer, assignee or the transferee".
In this regard we require the following:
a) A signed affidavit stating that the above mentioned testing has occurred and this company must be provided with a copy of the results of said test.
OR
b) A signed affidavit stating that the property setout herein is not on a well.

10. Pay city taxes and/or special assessments, if any.

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AMERICAN LAND TITLE ASSOCIATION

Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Rights or claims of parties in possession not shown by the public records.

3. Easements or claims of easements, not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the public records.

7. City taxes and/or special assessments, if any.

8. Taxes for the year 2022 and subsequent years. Taxes for the year 2021 are marked paid.
The following information is provided for informational purposes only:
Parcel ID No: 19-5.0-16-040-001-067.000 Tax ID No: 35-17594-0 Base Tax amount: $128.87

9. The past or future consequences of any change in the boundary of the premises herein described and referred to as "Oliver Avenue".

10. Rights of the Public and others to use that portion of the premises in question, if any, lying within the roadway on the West side of subject property which is shown by the County Assessor's map.

11. INFORMATIONAL NOTE: The application for title insurance included a property address in lieu of a valid legal description. The company has examined title to the property which it believes was intended by the applicant. The legal description contained herein on this title insurance commitment will be considered approved, unless an alternative description is provided.

12. The following information is shown for informational purposes only:
    A. Instrument(s) wherein present owner acquired title to subject property:

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SCHEDULE B, PART II
(Continued)

Type of instrument: Collector's Deed for Taxes
Grantor: Jasper County Collector
Grantee: Baldwin Rental Investments, LLC
Recording date: October 15, 2012
Book 2259, Page 2382

B. Other conveyances transferring title to subject property filed within the last 24 months: None

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II
(Continued)

EXHIBIT "A"

ALL OF THE NORTH HALF OF THAT TRACT OF LAND COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27, RANGE 33; THENCE NORTH 89 DEGREES, 52 MINUTES EAST A DISTANCE OF 295 FEET; THENCE NORTH 1 DEGREE, 14 MINUTES EAST A DISTANCE OF 142.68 FEET; THENCE SOUTH 89 DEGREES, 52 MINUTES WEST A DISTANCE OF 295 FEET; THENCE SOUTH 1 DEGREE, 14 MINUTES WEST TO THE POINT OF BEGINNING, SUBJECT TO A POLE LINE RIGHT-OF-WAY TO EMPIRE DISTRICT, BEING A PART OF MISCELLANEOUS TRACT ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

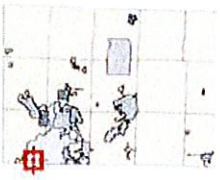
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AMERICAN LAND TITLE ASSOCIATION

Beacon™ Jasper County, MO



Overview



Legend

- Parcels
- Local Roads

Any split parcels recorded after April 15th, 2020 will not display until tax year 2021.

Date created: 7/22/2021
Last Data Uploaded: 7/21/2021 6:46:27 PM

Developed by Schneider GEOSPATIAL

Web Copy

Recorded in Jasper County, Missouri
Recording Date/Time: 07/29/2021 at 11:24:09 AM
Book: 2601 Page: 373
Instr #: 2021013403
Type: WD
Pages: 2
Fee: $27.00 S

Electronically Recorded

Charlotte Pickering
Recorder of Deeds

GENERAL WARRANTY DEED

File No.: G21-112137

THIS DEED made and entered into July 27, 2021 by and between **Hugh S. Cable and Florence M. Cable, husband and wife**, Grantor, of the County of Jasper, State of Missouri, and **Schuber Mitchell Homes, LLC, a Missouri Limited Liability Company**, Grantee, of the County of Jasper, State of Missouri, whose mailing address is:
Po Box 308 Webb City mo 64870

For and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, the following described Real Estate, situated in the County of Jasper, State of Missouri, to wit:

TRACT 1:
COMMENCING AT THE NORTHWEST CORNER OF THE NORWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE EAST 25 FEET, THENCE SOUTH 1°14' WEST 468 FEET TO THE BEGINNING POINT, THENCE NORTH 89°59' EAST 295 FEET, THENCE SOUTH 1°14' WEST 142.67 FEET, THENCE SOUTH 89°59' WEST 295 FEET, THENCE NORTH 1°14' EAST 142.71 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

TRACT2:
ALL OF THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE EAST 320 FEET, THENCE SOUTH 1°14' WEST 297.65 FEET FOR A POINT OF BEGINNING, THENCE SOUTH 1°14' WEST 1026.27 FEET, THENCE NORTH 89°52' EAST 165.0 FEET, THENCE NORTH 1°14' EAST 1038.50 FEET, THENCE SOUTHWESTERLY 165.47 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto Grantee, and unto its successors and assigns forever, against the lawful claims and

Charlotte Pickering, Recorder of Deeds

Web Copy

demands of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record, if any and zoning laws.

IN WITNESS WHEREOF, the said Grantor has/have hereunto set their hand(s) the day and year first above written.

Hugh S. Cable

Hugh S. Cable

Florence M. Cable

Florence M. Cable

STATE OF MISSOURI

COUNTY OF JASPER

On July 27, 2021, before me, personally appeared Hugh S. Cable and Florence M. Cable, husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Leslie Weston

~~Lori Raymond,~~ Notary Public 3/25/22 Leslie Weston

My Commission Expires: ~~September 18, 2021~~

LESLIE WESTON
Notary Public – Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires Mar. 25, 2022
Commission #14383321

Charlotte Pickering, Recorder of Deeds

Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data for reference only:

Issuing Agent:	Great American Title Insurance Agency
Issuing Office:	2401 East 32nd Street, Suite 13, Joplin, MO 64804
Loan ID No.:	
Issuing Office File No.:	G21-112137
Property Address:	2629 South Oliver Avenue, Joplin, MO 64804

SCHEDULE A

1. Commitment Date: **July 20, 2021 at 08:00 AM**
2. Policy to be issued:

   (a) ALTA Owners Policy (06/17/06)
   Proposed Insured: **Schuber Mitchell Homes, LLC**
   Proposed Policy Amount: **$140,000.00**

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. The Title is, at the Commitment Date vested in:

   TRACT 1:
   Hugh S. Cable and Florence M. Cable

   TRACT 2:
   Hugh S. Cable and Florence M. Cable, husband and wife

5. The Land is described as follows:

   TRACT 1:
   COMMENCING AT THE NORTHWEST CORNER OF THE NORWEST QUARTER (NW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE EAST 25 FEET, THENCE SOUTH 1°14' WEST 468 FEET TO THE BEGINNING POINT, THENCE NORTH 89°59' EAST 295 FEET, THENCE SOUTH 1°14' WEST 142.67 FEET, THENCE SOUTH 89°59' WEST 295 FEET, THENCE NORTH 1°14' EAST 142.71 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

   TRACT2:
   ALL OF THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE EAST 320 FEET, THENCE SOUTH 1°14' WEST 297.65 FEET FOR A POINT OF BEGINNING, THENCE SOUTH 1°14' WEST 1026.27 FEET, THENCE NORTH 89°52' EAST 165.0 FEET, THENCE NORTH 1°14' EAST 1038.50 FEET, THENCE SOUTHWESTERLY 165.47 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

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SCHEDULE A
(Continued)

Countersigned:
Great American Title Insurance Agency
2401 East 32nd Street, Suite 13
Joplin, MO 64804
Phone: (417)626-7875 Fax: (417)626-7275

By Jami L Jones

Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Alliant National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C165B72

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Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Payment of all taxes, assessments and charges levied against subject premises, which are due and payable.

5. Due to conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records:

   Warranty Deed from Hugh S. Cable and Florence M. Cable, husband and wife, to Schuber Mitchell Homes, LLC, a Missouri Limited Liability Company, and properly filed of record in Jasper County, Missouri.

7. 2020 Real Estate Taxes must be paid and this office furnished with a receipt. (BOTH TRACTS)

8. This company finds no open Deeds of Trust of record executed by the current owner of the Land. If you are aware of any existing loans executed by the current owner encumbering the Land, please notify this company immediately.

9. The Company requires for its review satisfactory copy of the "Articles of Organization," the Operating Agreement and the regulations of Schuber Mitchell Homes, LLC, any amendment thereof, a certificate of good standing, and satisfactory evidence of authority of the officers, managers, or members to execute the documents. Furnish evidence that proper consents have been obtained, authorizing the LLC to enter into the transaction being insured.

   NOTE: Any instrument to be executed by a limited liability company must:

   Be executed in the limited liability company's name and

   Be signed by all the members if management has been retained by the members, or by such managers or other persons as provided in the operating agreement, if said document creates a lower approval threshold.

10. Section VI article 6.04 of the Jasper County Missouri environmental contamination ordinance states "no

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AMERICAN LAND TITLE ASSOCIATION

person shall sell, assign, give or otherwise transfer real property with a water well as defined herein without first conducting required testing for groundwater, and providing written results from a qualified testing lab to the department and to the buyer, assignee or the transferee".
In this regard we require the following:
a) A signed affidavit stating that the above mentioned testing has occurred and this company must be provided with a copy of the results of said test.
OR
b) A signed affidavit stating that the property setout herein is not on a well.

11. A Request has been sent to The City of Joplin for City Code Information. Upon Receipt of Same, we reserve the right to make additional requirements and/or exceptions.

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AMERICAN LAND TITLE ASSOCIATION

Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Rights or claims of parties in possession not shown by the public records.

3. Easements or claims of easements, not shown by the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

5. Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the public records.

7. City taxes and/or special assessments, if any.

8. Taxes for the year 2020 and subsequent years. Taxes for the year 2019 are marked paid.
The following information is provided for informational purposes only:
TRACT 1:
Parcel ID No: 19-5.0-16-040-001-060.000 Tax ID No: 35-017617-0000
Base Tax amount: $264.79 DELINQUENT
TRACT 2:
Parcel ID No: 19-5.0-16-040-001-062.000 Tax ID No: 35-017588-0000
Base Tax amount: $159.73 DELINQUENT

9. The past or future consequences of any change in the boundary of the premises herein described and referred to as Oliver Avenue. (TRACT 1)

10. Access to and from the premises in question is afforded over the property on the West by virtue of common ownership. (TRACT 2)

11. Sewer Easement granted to the City of Joplin recorded April 28, 1959 in Book 907 at Page 388, Recorder's Office, Jasper County, Missouri. (TRACT 2)

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SCHEDULE B, PART II
(Continued)

12. Sewer Easement granted to the City of Joplin recorded May 25, 1959 in Book 907 at Page 597, Recorder's Office, Jasper County, Missouri. (TRACT 2)

13. Easement recorded April 6, 1979 in Book 1222 at Page 866, Recorder's Office, Jasper County, Missouri. (TRACT 2)

14. INFORMATIONAL NOTE: The application for title insurance included a property address in lieu of a valid legal description. The company has examined title to the property which it believes was intended by the applicant. The legal description contained herein on this title insurance commitment will be considered approved, unless an alternative description is provided.

15. The following information is shown for informational purposes only:
    A. Instrument wherein present owner acquired title to TRACT 1 of subject property:
    Type of instrument: General Warranty Deed
    Grantor: Frank N. Manola, a single person
    Grantee: Hugh S. Cable and Florence M. Cable
    Recording date: April 5, 1983
    Book 1263, Page 56
    B. Instrument wherein present owner acquired title to TRACT 2 of subject property:
    Type of instrument: Trustee's Deed
    Grantor: Brenda C. Nelson, Successor Trustee of the William G. Davis and Vanita C. Davis Revocable Trust dated June 14, 1993, with First Amendment dated July 29, 2002
    Grantee: Hugh S. Cable and Florence M. Cable, husband and wife
    Recording date: September 5, 2006
    Book 2007, Page 1767

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AMERICAN LAND TITLE ASSOCIATION

GREAT AMERICAN
TITLE INSURANCE AGENCY

"Your trusted partner for success."

Corporate Office 506 West Battlefield Springfield, Missouri 65807
Phone 417.823.0800 **Toll-free** 1.888.455.6988 **Fax** 417.823.0810
www.gatozarks.com



PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Great American Title Insurance Agency.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates, or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

We reserve the right to change this policy by notifying you that This Privacy Statement may be amended from time to time to maintain adherence to current privacy laws and company practices.

ALLIANT NATIONAL
TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE
Issued By: ***Alliant National Title Insurance Company***

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Alliant National Title Insurance Company, a Colorado company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 120 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

ALTA Commitment for Title Insurance
(Adopted 06-17-06, Revised 08-01-2016)
with Missouri modification
ANTIC #1367

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(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.

(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   (i) comply with the Schedule B, Part I—Requirements;
   (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
   (iii) acquire the Title or create the Mortgage covered by this Commitment.

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

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(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration. ***This paragraph does not apply to property located in Missouri.***

Countersigned:
Great American Title Insurance Agency
2401 East 32nd Street, Suite 13
Joplin, MO 64804
Phone: (417)626-7875 Fax: (417)626-7275

By: Jami L Jones

Authorized Signatory

ALLIANT NATIONAL TITLE INSURANCE COMPANY

ALLIANT NATIONAL TITLE INSURANCE COMPANY CORPORATE SEAL COLORADO

By: _____ President

Attest: _____ Secretary

ALTA Commitment for Title Insurance
(Adopted 06-17-06, Revised 08-01-2016)
with Missouri modification
ANTIC #1367

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AMERICAN LAND TITLE ASSOCIATION

ALLIANT NATIONAL
TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

ISSUED BY: ***ALLIANT NATIONAL TITLE INSURANCE COMPANY***

Purpose of Notice:

Alliant National Title Insurance Company respects the privacy of our customers' personal information, so we want you to know the ways in which we may collect and use non-public personal information ("personal information"). Our practices and policies are set out in this notice.

Types of Information We May Collect:

In the course of our business, the types of personal information that we may collect about you include:

- Information we receive from you or your authorized representative on applications and forms, and in other communications to us;
- Information about your transactions with us, our affiliated companies, or others;
- Information from consumer or other reporting agencies.

Use and Disclosure of Information:

We use your information to provide the product or service you or your authorized agent have requested of us.

We may disclose information to our affiliated companies and unrelated companies as necessary to service your transaction, to protect against fraudulent or criminal activities, when required to do so by law, and as otherwise permitted by law.

We do not share any personal information we collect from you with unrelated companies for their own use.

Protection of Your Personal Information:

We restrict access to personal information about you to those employees who need to know that information in order to provide products and services to you or for other legitimate business purposes. We maintain physical, electronic and procedural safeguards to protect your personal information from unauthorized access or intrusion.

Changes:

This notice may be revised in accordance with applicable privacy laws.

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 2802 Clover Joplin, Missouri, and do hereby protest Case Number 67-22. We provide the following additional comments: My Husband and I purchased the lot at 2802 Clover after the tornado. We live on Monroe and were hoping that sometime in the future our Grandson would build his families dream home there. The neighborhood has rebuilt beautifully with single family homes. Residents walk regularly up and down (see attached)

Name: Vicki R. Kitts Name: _____

Sign: Vicki Raye Kitts Sign: _____

Address: 2723 S Monroe, Joplin MO 64804

STATE OF Missouri)
) ss.
COUNTY OF Newton)

On this 12th Day of December 2022, before me personally appeared Vicki Raye Kitts to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in 3201 McClelland Blvd. Ste C Joplin, MO 64804 the day and year first above written.

Adina Hadley
Adina Hadley
Notary Public

ADINA HADLEY
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 14596265
My Commission Expires Mar 23, 2026

My Commission expires March 23, 2026.

Case # 067-22 (Continued)

Oliver and Monroe, and children ride their bikes up and down the street safely. Many of these homes are forever homes and huge investments for these families. If you approve these INVESTORS' request for rezoning these properties to "mixed-density" you will be changing these lives and this neighborhood forever and will cause many people to lose equity in their homes. This would also impact the serene nature of our neighborhood. Traffic would increase dramatically and we would no longer have the peace of mind of knowing our neighbors and feeling safe in our homes.

Please don't allow the greed of developers to do this to our beautiful neighborhood. We have recently seen many apartment buildings and duplexes constructed west of Maiden Lane and North of 32nd St. The **density** of our area has been impacted greatly. Please don't allow this to encroach into our neighborhood any further than it already has.

Cc: Troy Bolander, Director Planning, Development and Neighborhood Services

Joplin City Council Members

Case 067-22: Rezoning

2629 and 2827 S. Oliver Ave.-A request to rezone from R-1 (Single Family Residential) to R-4 (Mixed Density Neighborhood)-Schuber Mitchell Homes.

Josh, 114 Sunset Loop, Carl Junction. Josh is a civil engineer with Anderson Engineering here with Schuber Mitchell Homes representing this request tonight. They are requesting the Commission table this rezoning case in order for them to hold a neighborhood meeting with local residents so they can go over specifics of the project.

Ms. Steele asked if anyone else would like to speak in favor of Case 067-22.

There were none.

Ms. Steele asked if anyone would like to speak in opposition of Case 067-22.

Brenda Nelson, 2609 S. Oliver Avenue, Joplin, Missouri. She asked the definition of a mixed density neighborhood.

Mr. Bolander stated a mixed density neighborhood under our new code can contain different sizes of lots. Some lots can be larger, and some can be smaller. You can have a use of duplexes, multi-family if there is enough room and single-family homes.

Ms. Nelson stated that is what she thought. She said they have been through the neighborhood speaking to other neighbors and they are all opposed to this because they all have single family dwellings. They do not want duplexes or apartment buildings going up. She asked how they came up with 2827 S. Oliver. Is that a vacant property.

Mr. Bolander stated that is a general description. What is the correct description is the legal description that was advertised in the Joplin Globe.

Ms. Nelson asked if the property being discussed ran east and west.

Mr. Bolander stated yes and north and south. Everything in red.

Ms. Steele stated the larger part runs north and south. The two-ingress egress they are east and west. Does that make sense.

Ms. Nelson stated yes. How many dwellings are they talking about putting on those. Have they requested to put a street through there.

Ms. Steele stated she believed that is why Schuber Mitchell's representative asked to table this case. So, they can talk to neighbors and tell you what they plan to do.

Terry Mitchell, Schuber Mitchell Homes, Joplin, Missouri. He stated they basically want to do single family homes in that area.

Mr. Bolander stated we have a new provision in our code call the Courtyard Pattern. He stated one of the first examples we saw in Joplin was on Jackson Ave off 32nd Street. The area is called Jackson Hills and it is all those new homes and they have a common courtyard in the middle.

Ms. Steele stated, but we do not have that to show to the homeowners right now.

Mr. Bolander stated we do not. That is why the applicant is requesting a neighborhood meeting.

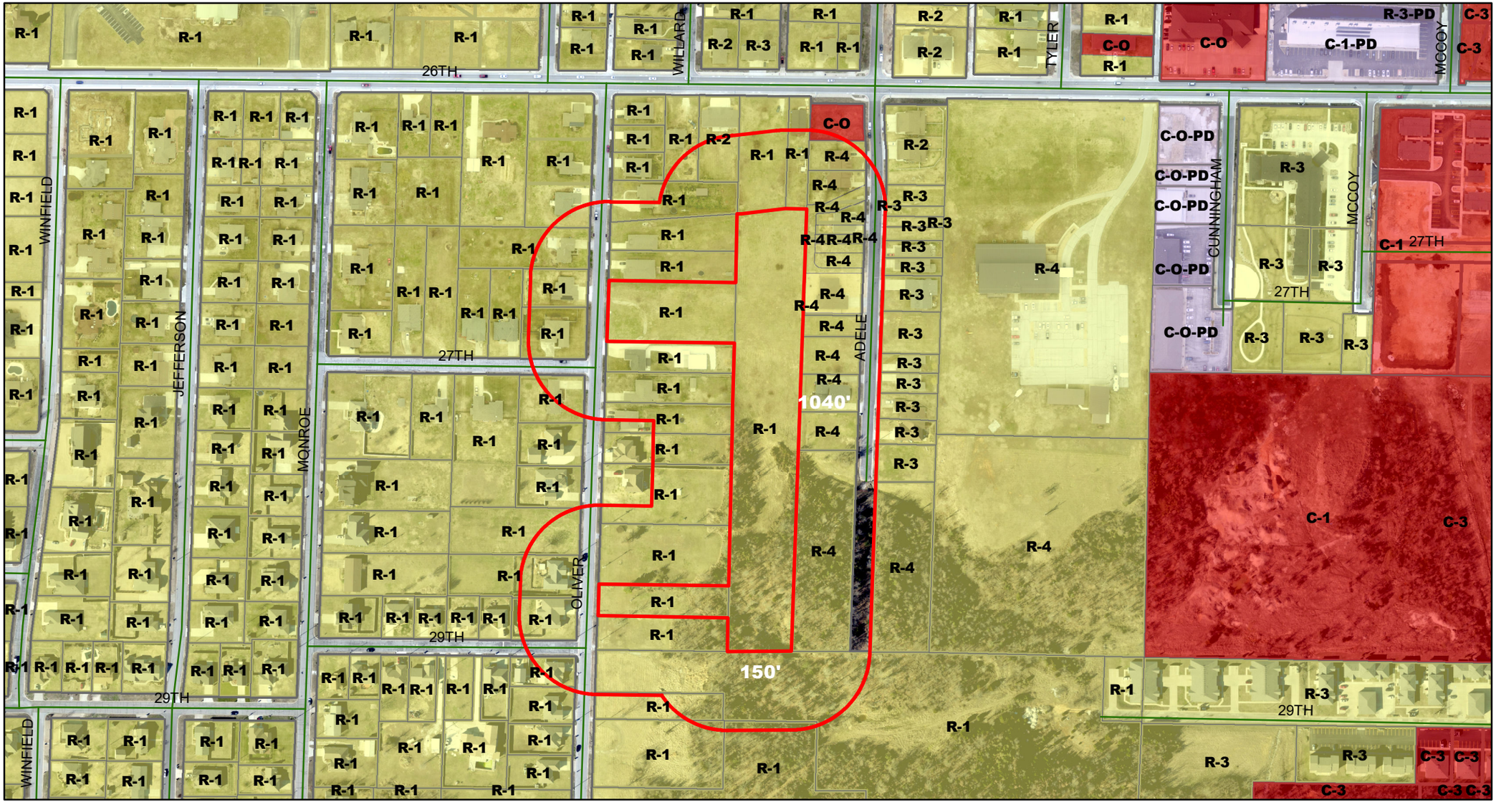
Ms. Steele stated that is why they requested this case to be tabled.

Ms. Steele asked if anyone else would like to speak in opposition of Case 067-22.

There were none.

MR. ROSENBERG MOVED THAT CASE 067-22 BE TABLED. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Case 067-22 - Rezoning - 2629 & 2827 S Oliver St



2629 and 2827 S Oliver Ave – A request to rezone from R-1 (Single Family Residential) to R-4 (Mixed Density Neighborhood) – Schuber Mitchell Homes

N

0 120 240 480 720 960 Feet

P & Z Case 067-22
Schuber Mitchell Homes
(P & Z Recommended Tabling)

COUNCIL BILL NO. 2023-252 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 R-4 (Mixed-Density Neighborhood) property as described below and located at 2627 & 2629 S Oliver 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 R-4 (Mixed-Density Neighborhood).

TRACT 1: COMMENCING AT THE NORTHWEST CORNER OF THE NORWEST QUARTER (NW1/4) OF THE SOURTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE EAST 25 FEET, THENCE SOUTH 1°14' WEST 468 FEET TO THE BEGINNING POINT, THENCE NORTH 89°59' EAST 295 FEET, THENCE SOUTH 1°14' WEST 142.67 FEET, THENCE SOUTH 89°59' WEST 295 FEET, THENCE NORTH 1°14' EAST 142.71 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKNE OR DEEDED FOR ROAD PURPOSES. **TRACT 2:** ALL OF THE FOLLOWING DESCRIBED TRACT OF LAND: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE EAST 320 FEET, THENCE SOUTH 1°14' WEST 297.65 FEET FOR A POINT OF BEGINNING, THENCE SOUTH 1°14' WEST 1026.27 FEET, THENCE NORTH 89°52' EAST 165.0 FEET, THENCE NORTH 1°14' EAST 1038.50 FEET, THENCE SOUTHWESTERLY 165.47 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. **TRACT 3:** ALL OF THE NORTH HALF OF THAT TRACT OF LAND COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 27, RANGE 33; THENCE NORTH 89 DEGREES, 52 MINUTES EAST A DISTANCE OF 295 FEET; THENCE NORTH 1 DEGREE, 14 MINUTES EAST A DISTANCE OF 142.68 FEET; THENCE SOUTH 89 DEGREES, 52 MINUTES WEST A DISTANCE OF 295 FEET; THENCE SOUTH 1 DEGREE, 14 MINUTES WEST TO THE POINT OF BEGINNING, SUBJECT TO

A POLE LINE RIGHT-OF-WAY TO EMPIRE DISTRICT, BEING A PART OF MISCELLANEOUS TRACT ELEVEN (11) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. A location more generally known as 26th and S Oliver St.

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_____, 2023, 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 2023-251 – Zoning District Change

MEETING DATE:
January 3, 2023

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
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

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

SUMMARY REQUEST:
Case 071-22: Rezoning – 5850 E 20th St – A request to remove from District R-1 (Single-Family Residential) and include in District C-3 (Commercial) for future commercial development – Bo Bennett

BACKGROUND:
The change in zoning will not be detrimental to nearby property. Properties that are directly adjacent to the south and east possess a C-3 zoning. Property to the North is R-1 and vacant. For future commercial development. Nothing has been developed at this time. This request is consistent with the Comprehensive Plan. The property is shown as retail-commercial on the Future Land Use Map. C-3 zoning is appropriate in that context.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bennett explained he was rezoning to develop a business. It will be a general contractor business and the proposed building will act as a storage lot for equipment. The commission inquired as to whether it would be gravel or paved. Mr. Bennett stated he had discussed leaving the back gravel for the equipment, but the front would be paved. The commission asked about signage. Mr. Bolander stated that due to the location of 249 a variance may be granted on the sign height.

PUBLIC COMMENT;
There was no public comment.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-251
Planning & Zoning Commission recommends approval for Case 071-22 (6 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: December 12, 2022
City Council Meeting: January 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 071-22 A request to rezone from R-1 (Single Family Residential) to C-3 (Commercial).

LOCATION 5850 E 20th St, Joplin, MO 64801

APPLICANT Bo Bennett

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 7.5 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3	C-3	MODOT
Land Use	Vacant	Vacant	Vacant	MODOT ROW

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
20th St	Collector	40′

UTILITIES

The property is not within one hundred feet of an existing sewer line so the use of a septic tank is permitted.

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. The property is show as retail-commercial on the Future Land Use Map. C-3 zoning is appropriate in that context.

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

For future commercial development, C-3 is a suitable zoning. Nothing has been developed at this time.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. Properties that are directly adjacent to the south and east possess a C-3 zoning. Property to the North is R-1 and vacant.

DISCUSSION

This request to rezone to C-3 is along E 20th St. The Comprehensive Plan does indicate that this is retail commercial.

Staff recommends approval of Case 071-22.

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
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 071-22
Filing Fee: $550.00
Received: 11/18/22
Date Advertised: 11/23/22
Proj. No.: 23-013
Public Hearing Date: 12/12/22

Applicant: BO BENNETT Phone No.: 417-682-1956
Address: 302 REAVLEY DRIVE LAMAR, MO 64759 Email: bennettbo@live.com
Owner: BO BENNETT Phone No.: 417-682-1956
Address: _____ Email: _____
Location of Property: 5850 E. 20TH ST
Present Use of Property: N/A NONE
Proposed Use of Property: RENTAL FOR CONSTRUCTION COMPANY
Current Zoning: R-1 Requested Zoning: C-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Church	outside of City
South	Vacant	C3
East	Vacant	C3
West	MODOT R.O.W	

Character of the Neighborhood: _____

☐ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☐	☐	Completed and signed 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.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 18 NOV 22

Legal Description

EXHIBIT "A"

All of the North One-half of the Northeast Quarter of Section 16, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri, lying East of Highway Right-of-way,

EXCEPT All that part taken for Highway right-of-way as established by the Report of Commissioners Condemnation Petition filed November 10, 1993 at 4:09 p.m. in Book 1443 at Page 1415, in the Office of the Recorder of Jasper County, Missouri,

AND EXCEPT All that part of the Northeast Quarter of the Northeast Quarter described as Beginning at the Southeast corner of the North One-half of the Northeast Quarter of Section 16, Township 27, Range 32, in Jasper County, Missouri, thence North 104 feet, thence West 416 feet, thence South 104 feet, thence East 416 feet to the Point of Beginning,

AND EXCEPT All that part of the Northeast Quarter of the Northeast Quarter described as Beginning at a point 104.00 feet North of the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 16, Township 27, Range 32, in Jasper County, Missouri, thence West 416 feet, thence North 6.50 feet, thence Easterly 416.0 feet, thence South 6.5 feet to the Point of Beginning,

AND EXCEPT All of the North One-half of a tract of land described at Beginning at the Southeast corner of the North One-half of the Northeast Quarter of Section 16, Township 27, Range 32, in Jasper County, Missouri, thence North 208 feet, thence West 416 feet, thence South 208 feet, thence East 416 feet to the Point of Beginning, EXCEPT the South 6.50 feet thereof,

AND EXCEPT All of a tract of land described as Commencing at the Southeast corner of the North One-half of the Northeast Quarter of Section 16, Township 27, Range 32, Jasper County, Missouri, thence North 208 feet to the Point of Beginning, thence West 416 feet, thence North 208 feet, thence East 416 feet, thence South 208 feet to the Point of Beginning.

AND EXCEPT A part of the Northeast Quarter of the Northeast Quarter of Section 16, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri, being more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section, thence North 89 degrees 02 minutes 28 seconds West along the South line of said Northeast Quarter of the Northeast Quarter of said Section 415.59 feet to the point of beginning, thence continuing along said South line North 89 degrees 02 minutes 28 seconds West 429.56 feet to the Easterly right-of-way of Missouri State Highway 249, thence along said Easterly right-of-way North 30 degrees 05 minutes 47 seconds West 285.95 feet, thence continuing along said right-of-way North 03 degrees 31 minutes 55 seconds East 298.75 feet, thence continuing along said right-of-way North 02 degrees 52 minutes 53 seconds East 172.76 feet, thence South 89 degrees 04 minutes 09 seconds East 602.52 feet, thence North 01 degrees 42 minutes 09 seconds East 566.68 feet, to the Southerly right-of-way of East 20th Street, thence along said South right-of-way South 88 degrees 56 minutes 19 seconds East 337.02 feet to the Westerly right-of-way of Prosperity Road, thence along said Westerly right-of-way South 36 degrees 41 minutes 57 seconds East 88.54 feet, thence continuing along said Westerly right-of-way South 01 degrees 42 minutes 09 seconds West 796.00 feet, North 89 degrees 04 minutes 09 seconds West 391.00 feet, thence South 01 degrees 38 minutes 49 seconds West 415.79 feet to the point of beginning, EXCEPT any part taken or deeded for road right-of-way along the North, East and West sides thereof.

Bearings are Grid North based on the Missouri Coordinate System of 1983, West Zone.

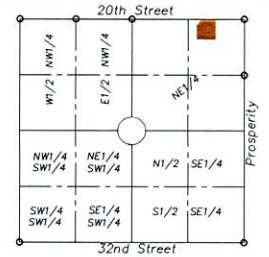
Owners:
Bo and Julie Bennett
302 Reavley Drive
Lamar, MO 64759

Property Class: Urban
Source Deed: Book 2536 Page 171

GRAPHIC SCALE

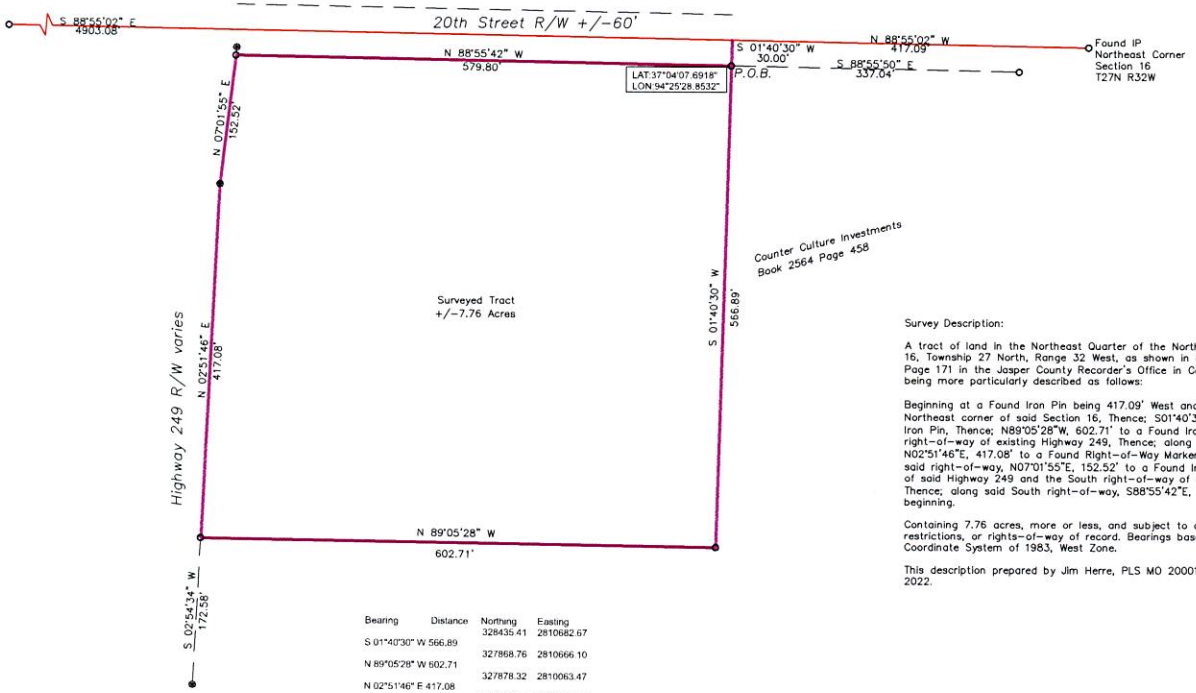
100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



Location Sketch

Section 16, Township 27-N, Range 32-W
Not to Scale



Bearing	Distance	Northing	Easting
		328435.41	2810682.67
S 01°40'30" W	566.89		
		327868.76	2810666.10
N 89°05'28" W	602.71		
		327878.32	2810063.47
N 02°51'46" E	417.08		
		328294.88	2810084.30
N 07°01'55" E	152.52		
		328446.25	2810102.97
S 88°55'42" E	579.80		
		328435.41	2810682.67

Area: 7.7585 Acres

Survey Description:

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 16, Township 27 North, Range 32 West, as shown in a deed in Book 2536 at Page 171 in the Jasper County Recorder's Office in Carthage, Missouri and being more particularly described as follows:

Beginning at a Found Iron Pin being 417.09' West and 30.00' South of the Northeast corner of said Section 16, Thence; S01°40'30"W, 566.89' to a Found Iron Pin, Thence; N89°05'28"W, 602.71' to a Found Iron Pin on the East right-of-way of existing Highway 249, Thence; along said right-of-way, N02°51'46"E, 417.08' to a Found Right-of-Way Marker, Thence; continuing along said right-of-way, N07°01'55"E, 152.52' to a Found Iron Pin at the intersection of said Highway 249 and the South right-of-way of existing 20th Street, Thence; along said South right-of-way, S88°55'42"E, 579.80' to the point of beginning.

Containing 7.76 acres, more or less, and subject to any easements, covenants, restrictions, or rights-of-way of record. Bearings based on the Missouri Coordinate System of 1983, West Zone.

This description prepared by Jim Herre, PLS MO 2000147864, on October 15, 2022.

Certificate of Survey and Accuracy:
I hereby certify that this map was drawn under my supervision from an actual survey made by me; and meets the current "Standards for Property Boundary Surveys" of the "Missouri Department of Agriculture" and the Standards adopted by the "Missouri Board for Architects, Professional Engineers, Land Surveyors, and Landscape Architects". Witness my signature, registration number and seal this 15th day of October, 2022.

Jim Herre, P.L.S. 2000147864

Flood Note:
By graphic plotting only, this property is in "Zone X" of the hazard boundary map, community panel number 29097C0283E, with an effective date of November 2, 2012, and is not in a special flood hazard area.

Surveyor's Note:
With this survey, I do not guarantee that the ownership is to the survey lines depicted hereon. This survey is a graphic representation of the opinion of the surveyor as to the location of the recorded description. No opinion as to the validity of title is given or implied.

LEGEND

- ■ = FOUND STONE
- ○ = FOUND IRON PIN
- ◎ = FOUND COPPERWELD
- △ = FOUND IRON PIN WITH ALUM. CAP
- ● = FOUND ALUM. MON.
- ⊛ = FOUND PIPE
- ◉ = NAIL
- ⊙ = COTTON SPINDLE
- ⊡ = FOUND CONC. R/O/W MARKER
- ● = FOUND R/O/W MARKER POST
- ○ = FENCE CORNER POST
- ● = SET 5/8" X 18" IRON PIN
- ■ = SET 3/4" X 24" IRON PIN WITH ALUM. CAP
- ▲ = SET IRON PIN WITH ALUM. CAP
- ◇ = FOUND R.R. SPIKE
- ◆ = SET R.R. SPIKE
- ✛ = COMPUTED CORNER
- ⊗ = WELL HEAD
- (D) = DEED
- (M) = MEASURED
- (R) = RECORD
- (RS) = RECORD SURVEY
- (GLO) = GENERAL LAND OFFICE
- —x— = FENCE
- —ohe— = OVERHEAD ELECTRIC
- —g— = GAS LINE
- —w— = WATER LINE
- —san sew— = SAN. SEWER LINE
- —ugt— = UNDERGROUND TELEPHONE
- — — — = RIGHT-OF-WAY LINE

Email: indiancreeksurveying@gmail.com

Drawing No.: ICS-22-123

Surveyed for:
Bo and Julie Bennett
5850 E 20th Street
Joplin, MO 64801

Northeast Quarter Northeast Quarter
Section 16
Township 27-North, Range 32-West
Jasper County, Missouri

Surveyed by:
Indian Creek Surveying, L.L.C.
P.O. Box 4246
Joplin, Missouri 64803-4246
417-291-3297
MO COA 2005036742

Drawn by: JH TW
Field by: TW
Checked by: JH

Date: 10-15-22
Fld Bk: ICS
Job No.: 2022-123

Case 071-22: Rezoning

5850 E. 20TH Street-A request to rezone from R-1 (Single Family Residential) to C-3 (Commercial)

Bo Bennett, Lamar, Missouri. Mr. Bennett is requesting to rezone from R-1 to C-3 for a business.

Mr. Jackson asked what sort of business operation.

Mr. Bennett stated general contractor.

Mr. Jackson stated so storage lot for equipment.

Mr. Bennett stated yes.

Mr. Jackson asked if it would be paved or graveled.

Mr. Bennett stated they spoke during the Planning and Zoning meeting about leaving some of it gravel because of the equipment. That would be toward the back of the property. The frontage would be paved.

Ms. Steele asked if the Commission had any questions on Case 071-22.

Mr. Bolander stated for clarification on the map that everything around it is C-3. It was rezoned last year. So, this little square is the only remaining part that is R-1.

Mr. Rosenberg asked Mr. Bolander wouldn't an M zoning be more appropriate than a C.

Mr. Bolander stated he thought they went with a C-3 because everything around it is C-3. You can still have storage of equipment in C-3 district.

Mr. Jackson asked the scope of what C-3 would allow.

Mr. Bolander stated it is the heaviest commercial district and you are also allowed storage in a C-3 district as well.

Mr. Jackson asked about terms of signage.

Mr. Bolander stated due to the location of 249 they can get a variance for a taller sign if needed.

Ms. Steele stated she did not see a yellow sign out there. Right next to it they are already clearing land. That is not what is included in this.

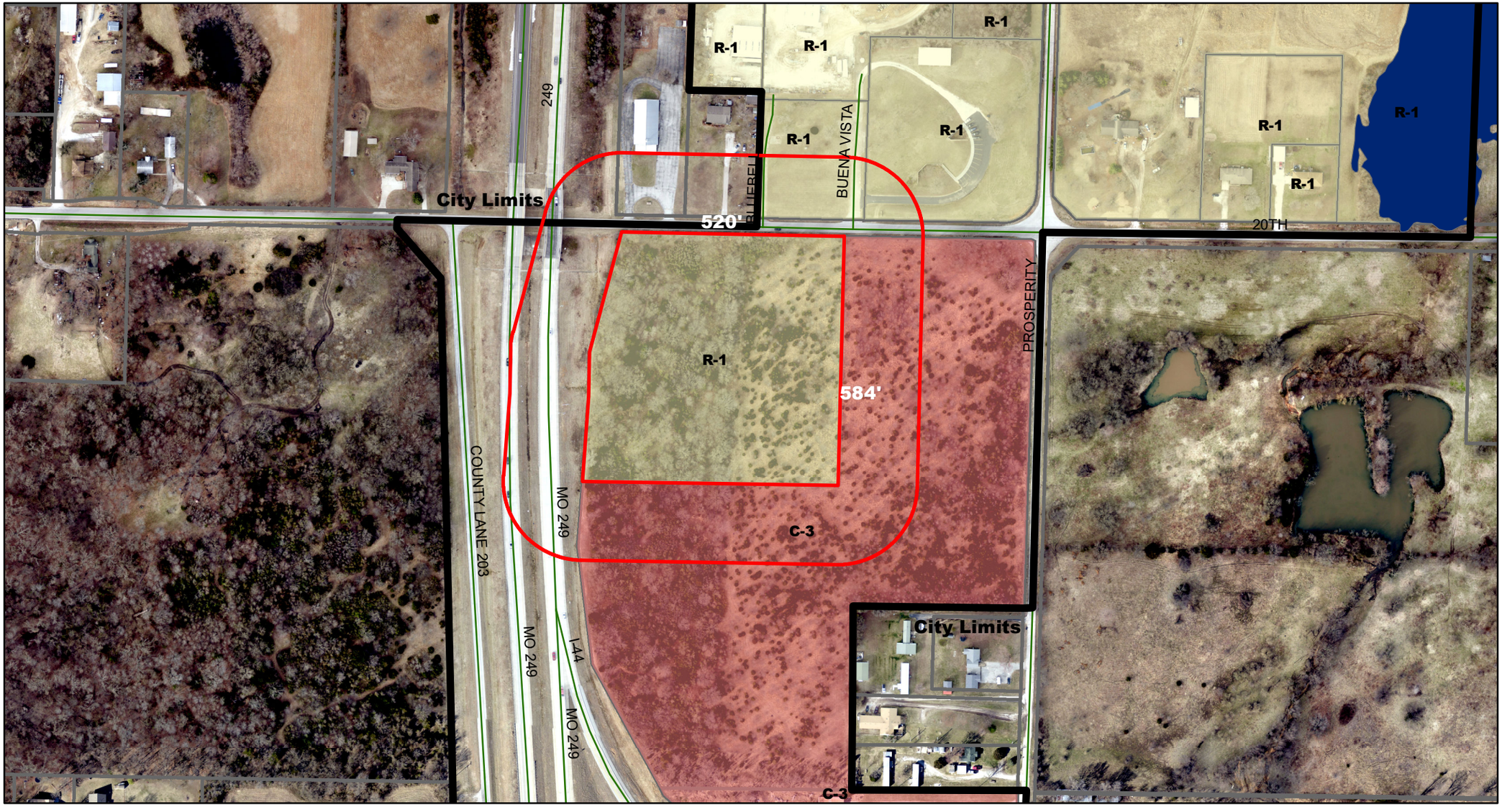
Mr. Bolander stated no, it is already zoned C-3. This land next to it.

Ms. Steele asked if anyone would like to speak in opposition of Case 071-22.

There were none.

MR. JACKSON MOVED THAT CASE 071-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. STEELE SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Case 071-22 - Rezoning - 5850 E 20th St



5850 E 20th St - A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial) - Bo Bennett

Legend

- 185' Buffer
- Property
- joplin_city_limits
- joplin_streets
- Newton_Parcels
- Jasper_Parcels

0 120 240 480 720 960 Feet

N

P & Z Case 071-22
Bo Bennett
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-251 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-3 (Commercial) property as described below and located at 5850 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-3 (Commercial).

A tract of land in the Northeast Quarter of Section 16, Township 27 North, Range 32 West, as shown in a deed in Book 2536 at Page 171 in the Jasper County Recorder's Office in Carthage, Missouri and being mor particularly described as follows: Beginning at a Found Iron Pin being 417.09' West and 30.00' South of the Northeast corner of said Section 16, Thence; S01°40'30"W, 566.89' to a Found Iron Pin, Thence; N89°05'28"W, 602.71' to a Found Iron Pin on the East right-of-way of existing Highway 249, Thence; along said right-of-way, N02°51'46"E, 417.08' to a Found Right-of-Way Marker, Thence; continuing along said right-of-way, N07°01'55"E, 152.52' to a Found Iron Pin at the intersection of said Highway 249 and the South right-of-way of existing 20th Street, Thence; along said South right-of-way, S88°55'42"E, 579.80' to the point of beginning. Containing 7.76 acres, more or less, and subject to any easements, covenants, restrictions, or rights-of-way of record. Bearings based on the Missouri Coordinate System of 1983, West Zone.

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_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
DECEMBER 19, 2022
MEETING MINUTES

CALL TO ORDER

The December 19, 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 Ms. Christina Williams.

ROLL CALL

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

PRESENTATIONS

Capital Improvement and Public Safety Sales Tax Oversight Committee Semi-Annual Report.

Lori Haun, Oversight Committee Chairman presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

In recognition of the Christmas and New Year's holidays, the City of Joplin offices will be closed on Monday, December 26, and Monday, January 2, since the holidays fall on a Sunday. This closing includes MAPS transportation service and the Joplin Recycling Center, which will also be closed on Saturday, December 24, and Saturday, December 31.

Public safety services (Police and Fire Departments), airport operations, and wastewater treatment operations will continue to operate throughout the Christmas and New Year's holidays, as these departments run 24/7 throughout the year.

City offices, MAPS, and the Recycling Center will open and resume their regular operating hours on Tuesday, December 27, following Christmas weekend, and Tuesday, January 3, after the New Year's holiday.

Due to the holiday closures, the Joplin City Council meeting will be moved to Tuesday, January 3, 2023.

Residential trash service and curbside recycling schedules stay the same this year since the holiday falls on a Sunday.

With 2023 fast approaching, so will Joplin Sesquicentennial. We will be back in early January with details of events the Joplin Celebrations Commission is planning.

We are happy to announce VBBA – Vintage Base Ball Association will play an exhibition game in April. They are to baseball what Civil War reenactors are to preserving Civil War era history. The Westerns Base Ball Club of Topeka will play the St. Louis Brown Stockings at historic Joe Becker Stadium. Before and after the vintage will be high school varsity games.

CITIZEN REQUESTS AND PETITIONS

Kathy Martin spoke on business impact of homeless criminal behavior/reduced by lighting in high traffic locations/ ordinance conflict with public safety.

Brian Evans spoke on How the City of Joplin is wasting taxpayer resources through dependence on numerous costly studies by outside firms instead of utilizing numerous well-connected local organizations and resources.

PUBLIC HEARINGS

CONSENT AGENDA

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

Minutes of the December 5, 2022, City Council Meeting

COUNCIL BILL NO. 2022-289 - 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-3 (Commercial) and including in District R-2 (Two Family Residential) property as described below and located at 3024 E 9th St, City of Joplin, Jasper County, Missouri. The Council Bill was declared adopted and entitled **Ordinance No. 2022-186**.

COUNCIL BILL NO. 2022-291 - AN ORDINANCE providing the vacation of a utility easement lying on property described as McClelland Terrace and W 32nd St, City of Joplin, Newton County, Missouri. The Council Bill was declared adopted and entitled **Ordinance No. 2022-187**.

RESOLUTIONS

RESOLUTION NO. 2022-020

Mr. Stinnett introduced Resolution No. 2022-020 - A RESOLUTION of the City of Joplin, Missouri, authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26). Motion by Mr. Stinnett, second by Mr. DeTar that Resolution No. 2022-020 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-369

Mr. DeTar introduced Council Bill No. 2022-369 - 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 2012 S. Connor Ave. in the City of Joplin, Missouri, for Two Thousand Seven Hundred Fifty-Nine dollars ($2,759.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Cortez that Council Bill No. 2022-369 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-188**.

COUNCIL BILL NO. 2022-540

Mr. Copple introduced Council Bill No. 2022-540 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity, for the sale of one parcel located at 1513 East Hill Street, totaling approximately 4,250 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Ms. Spencer that Council Bill No. 2022-540 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0 The Council Bill was declared adopted and entitled **Ordinance No. 2022-189.**

COUNCIL BILL NO. 2022-541

Mr. Copple introduced Council Bill No. 2022-541 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity, for the sale of one parcel located at 909 Broadway, totaling approximately 10,450 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2022-541 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0 The Council Bill was declared adopted and entitled **Ordinance No. 2022-190.**

COUNCIL BILL NO. 2022-542

Mr. Copple introduced Council Bill No. 2022-542 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Joplin Area Habitat for Humanity, for the sale of one parcel located at 304 North Cox, totaling approximately 6,600 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2022-542 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0 The Council Bill was declared adopted and entitled **Ordinance No. 2022-191.**

COUNCIL BILL NO. 2022-614

Dr. Farnham introduced Council Bill No. 2022-614 - AN ORDINANCE approving a Purchase Order to be issued to Motorola Solutions, Inc. in the amount of Three Hundred Ninety-Four Thousand, Seven Hundred Ninety-Five Dollars and 83/100 Dollars ($394,795.83) for the purchase of portable and mobile radios; and containing an emergency clause. Motion by Dr. Farnham, second by Ms. Spencer that Council Bill No. 2022-614 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0 The Council Bill was declared adopted and entitled **Ordinance No. 2022-192.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2022-158

Mr. Stinnett introduced Council Bill No. 2022-158 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Joplin Industrial Electric Inc. in the amount of Seventy-Eight Thousand, Five Hundred Fifty-Seven and 00/100 Dollars, ($78,557.00) for the 1st Floor Remodel 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 Mr. Shaw that Council Bill No. 2022-158 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, Spencer, and Williams, 8. Nays: Copple, 1. The Bill was read as Council Bill No. 2022-158.

COUNCIL BILL NO. 2022-403

Mr. Stinnett introduced Council Bill No. 2022-403 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2022 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2022-403 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Stinnett, Spencer, and Williams, 8. Nays: Farnham, 1. The Bill was read as Council Bill No. 2022-403.

COUNCIL BILL NO. 2022-404

Mr. Copple introduced Council Bill No. 2022-404 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2022 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2022-404 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Stinnett, Spencer, and Williams, 8. Nays: Farnham, 1. The Bill was read as Council Bill No. 2022-404.

COUNCIL BILL NO. 2022-543

Mr. Cortez introduced Council Bill No. 2022-543 - AN ORDINANCE approving a Memorandum of Understanding by and between the City of Joplin and Missouri Southern State University (MSSU) to provide One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) from the City's allocation of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA) funds for the construction of a new Health Science Innovation Center. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2022-543 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, Spencer, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-543.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Mr. DeTar would like to consider a more in-depth traffic study when it comes to pedestrian safety and our roadways.

City Council would like to consider turf for the ball fields.

Mr. Copple would like to know the cost of maintaining ball fields versus the use of turf.

The meeting was adjourned at 7:44 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-543 – Approving a Memorandum of Understanding with Missouri Southern State University (MSSU) for an ARPA contribution

MEETING DATE
December 19, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-543 Ordinance; Exhibit "A" Memorandum of Understanding; MSSU Description of Health Science Innovation Center; Unfunded Community High Project Priority List

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

SUMMARY
This Council Bill approves a Memorandum of Understanding (MOU) with Missouri Southern State University (MSSU) for an ARPA contribution.

BACKGROUND
The City of Joplin received an allocation of $13,779,739.00 of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA). In order to develop a spending plan for the City's ARPA allotment, the City Council, along with City staff, prioritized an unfunded community project list.

Missouri Southern State University (MSSU) received SLFRF funds from the State of Missouri to build a new $30 million Health Science Innovation Center provided they raise 50% of the cost of construction. Included in the high priority portion of the unfunded community project list is a request for $1.5 million to help fund the matching portion of this visionary project.

This MOU sets forth the commitment by the City to contribute $1.5 million of the nearly $13.8 million City ARPA allocation for the construction of this facility, if MSSU raises the remaining needed funds by June 30, 2024.

FUNDING SOURCE
The funding source is the City's ARPA allocation.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

A proposal to the City of Joplin from Missouri Southern State University to support the Health Science Innovation Center

June 2022

Missouri Southern State University, one of Joplin's largest employers with an annual economic impact of nearly $300 million, submits the following proposal to the Joplin City Council. The timing of the city's receipt of American Rescue Plan Act *(ARPA)* funds, the university's development of a transformational academic facility, and the state's investment in matching dollars results in this once-in-a-generation opportunity for these three entities to partner in filling one of Joplin's most important workforce needs.

JOPLIN'S ECONOMIC STRENGTH

Since the decline of the mining industry in the early 20th century, Joplin has built a diversified economy. Today, for example, manufacturing and transportation/distribution are mainstays of Joplin's economy. However, no sector provides Joplin the economic impact of healthcare. Home to two major medical centers and hundreds of related enterprises, healthcare forms the backbone of Joplin's economy. Several factors make healthcare an economic powerhouse for Joplin: thousands of high-paying professional and service jobs, significant local spending, and hundreds of thousands of visitors drawn each year to Joplin for health services, nearly all of whom make local purchases that result in tax income for the city. Given these and other factors, it's easy to see how healthcare is Joplin's most important economic sector.

A CRITICAL WORKFORCE GAP

With all its economic strengths, the Achilles heel of the healthcare industry is its ability to attract and retain talent. Nearly every healthcare business in the region, including major employers Freeman and Mercy, has indicated a critical need for professionals such as nurses, techs, and respiratory therapists, to name but a few. As point of evidence of this demand, a search of the job site *Indeed* on Monday, June 27, 2022, showed 619 openings for nurses within 25 miles of Joplin.

The ability of Joplin and the region to continue to capitalize on its strength as a healthcare provider depends largely on its ability to meet that industry's local workforce demands. Missouri Southern, for example, established its nursing program in 1966 following the closure of the St. John's Hospital School of Nursing. History has proven in the last 56 years that homegrown nursing talent is more likely to be retained than nurses recruited from across the country. MSSU's ability to produce nurses is currently limited to an annual cohort of 30 graduates. Assisting entities such as Missouri Southern in increasing their capacity to meet the workforce demands in critical sectors like healthcare must be a top priority for the City of Joplin and the State of Missouri.

A Transformational Opportunity

To that end, Missouri Southern proposes the creation of a $30 million "best in class" facility to strengthen the university's position as a leader in health science education *(most notably the preparation of nurses, dental hygienists, respiratory therapists, radiologists, and pre-professionals such as future doctors, dentists, and physical therapists)*. 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, including Kansas City University.



The construction and equipping of the Health Science Innovation Center will increase both the quality and number of graduates in the university's health science programs. More health science graduates from Missouri Southern means the region's healthcare providers can better meet the growing demand for services. This will have a direct impact the region's economic vitality and quality of life. For example, the construction of the Health Science Innovation Center will allow Missouri Southern to double the number of nursing graduates annually *(from 30 to 60)* by 2024 *(pending approval of the State Board of Nursing)*, with additional growth possible.

Leveraging State Investment

The Health Science Innovation Center at MSSU is one of the top capital projects identified by Governor Mike Parson for its impact on Missouri. A $15 million appropriation from the Missouri General Assembly awaits the governor's signature later this month. Once approved, those funds can be accessed by Missouri Southern on a dollar-for-dollar match using investments by governmental bodies *(cities and counties)*, private foundations, individual donors, and others. These match funds mean every dollar invested by the City of Joplin yields two for this project and immediately moves the Health Science Innovation Center closer to becoming a reality for healthcare in Southwest Missouri.

LONG-TERM ECONOMIC IMPACT

During a strategic planning workshop in November 2020, the Joplin City Council established six priorities for the community:

1) Improve the community's appearance;
2) Address declining neighborhoods;
3) Increase economic opportunities;
4) Address homelessness;
5) Reduce crime & increase safety; and
6) Create and grow resilient revenue for city government.

While the City of Joplin has put forward an ambitious plan, it is priority #3 - robust economic growth *(jobs, sale of goods and services, and the resulting tax income for the city)* – that will go the farthest in funding the achievement of the other five priorities. As a soon to be "shovel ready" initiative, the Health Science Innovation Center is poised to feed the long-term economic growth of Joplin's healthcare sector and, therefore, make a significant economic impact on the city.

The impact of the Health Science Innovation Center will be measured by the increased production of graduates prepared to immediately take high-demand roles in the health sciences. Missouri Southern has worked closely with Freeman Health System, Mercy Hospital-Joplin, and other regional healthcare providers to identify workforce gaps that are inhibiting our economy's growth in this important sector. For example, out of workforce conversations with the two local hospitals was born Missouri Southern's bachelor's degree in healthcare administration and, coming soon, a master's degree within the same field. Graduates in these programs *(both undergraduate and graduate)* will have an immediate impact on the non-clinical business side of healthcare – something both hospitals said is of critical importance to their long-term growth.

ELIGIBLE USE OF ARPA FUNDS

Both the Missouri Governor's Office and the Office of Administration have put forward an American Rescue Plan Act *(ARPA)* "toolkit" to assist local governments in determining the eligible use of funds. The toolkit lists six categories of eligible use:

- Public health *(includes "enhancement of healthcare capacity")*;
- Public safety;
- Economic development *(includes "access to health and social services")*;
- Water, wastewater, and stormwater;
- Broadband; and
- Behavioral health.

Missouri Southern's Health Science Innovation Center fits both the "public health" and "economic development" categories and, therefore, is an eligible and encouraged use of ARPA funds. A decision by the Joplin City Council to invest ARPA funds in this project will have a multi-generational impact on the health of and economic opportunity for the city's residents.

The Opportunity and Timeline

Missouri Southern respectfully requests the City of Joplin invest $1.5 million in ARPA funds in the construction of the Health Science Innovation Center. The state's match of an additional $1.5 million will result in a $3 million infusion for the project. These early investments in the project will allow the university to contract with an architect and begin the final design of the project.

If all funds are received for the project in 2022, construction can begin in mid-2023 and the building occupied by the end of 2024 – potentially graduating its first expanded cohort of nurses, *(pending approval by the State Board of Nursing)* by May 2027. These new graduates will have an immediate impact on Joplin's effort to grow the healthcare sector within its economy.

For More Information

To learn more about Missouri Southern's plans for the Health Science Innovation Center and how this project will positively impact Joplin's future, please contact:

- Dr. Dean Van Galen
  President
  Missouri Southern State University

  Office: (417) 625-9501
  Cell: (715) 307-8299

- Dr. Brad Hodson
  Executive Vice President
  Missouri Southern State University

  Office: (417) 625-3072
  Cell: (620) 232-4208



MISSOURI SOUTHERN
STATE UNIVERSITY

FINAL PRIORITIZED COMMUNITY PROJECT LIST

AUGUST 1, 2022

Survey Rank	New Rank	Project	Category	Cost Estimate
		HIGH PRIORITY PROJECTS:		
1	1	Project: Neighborhood Improvements Estimate	Housing	$ 5,000,000
2	2	Project: City of Joplin Fiber Backbone Network	Broadband	$ 17,000,000
3	3	Project: MOSWIN Interoperability Radio System	Public Safety-Police	$ 600,000
4	4	Project: Home Rehabilitation and Repair	Housing	$ 3,000,000
5	5	Project: Police Equipment	Public Safety-Police	$ 1,696,000
6	6	Project: East Town Infrastructure and Revitalization	Transportation	$ 5,400,000
7	7	Project: Replacement and Relocation of Joplin Fire Station 3	Public Safety-Fire	$ 6,500,000
8	8	Project: Tin Cup Parallel Force Main and Lift Station Improvements	Sewer/Water	$ 4,750,000
9	9	Project: Wastewater Treatment – Trickling Filter Replacement	Sewer/Water	$ 7,700,000
10	10	Project: Fire Equipment	Public Safety-Fire	$ 253,000
11	11	Project: Pennsylvania Avenue Viaduct Removal & At-Grade Road Replacement	Transportation	$ 2,300,000
12	12	Project: Shoal Creek WWTF Final Clarifier	Sewer/Water	$ 3,500,000
13	13	Project: East Town Stormwater Improvements	Stormwater	$ 1,426,000
14	14	Project: Neighborhood Sidewalk Repair and Replacement	Transportation	$ 4,000,000
15	15	Project: Glendale Parallel Replacement Phase I	Sewer/Water	$ 2,500,000
16	16	Project: City Facilities Video Security Enhancements	Internal City Projects	$ 250,000
17	17	Project: 17th Street and Annie Baxter Stormwater Improvements	Stormwater	$ 740,500
18	18	Project: Tin Cup Trail and Underpass	Transportation	$ 4,800,000
19	19	Project: Zora St Widening / Improvements from Range Line (Loop 49) to MO249	Transportation	$ 12,000,000
43	20	Project: Construction Investment of the MSSU Health Science Innovation Center	Sub-recipient	$ 1,500,000

FINAL PRIORITIZED COMMUNITY PROJECT LIST

AUGUST 1, 2022

		MEDIUM PRIORITY PROJECTS:		
20	21	Project: Zora Street Water Main Installation	Sewer/Water	$ 4,000,000
21	22	Project: Downtown SMART Technology for Traffic Signals	Transportation	$ 5,700,000
22	23	Project: 7th Street & 249 Sanitary Sewer Extension (Phase II)	Sewer/Water	$ 2,000,000
23	24	Project: 20th & Malang Force Main	Sewer/Water	$ 3,500,000
24	25	Project: City Website Redesign Estimate	Internal City Projects	$ 150,000
25	26	Project: East 20th Street Sanitary Sewer Extension	Sewer/Water	$ 5,000,000
26	27	Project: Joplin East Industrial Park Culvert Replacements	Stormwater	$ 2,800,000
27	28	Project: Euclid Avenue Storm Sewer Improvements	Stormwater	$ 1,223,500
28	29	Project: East Baker's Branch Sewer Extension Phase I & II	Sewer/Water	$ 4,250,000
29	30	Project: 20th Street Widening and Improvements from Schifferdecker Avenue to the Missouri/Kansas State Line	Transportation	$ 12,000,000
30	31	Project: Dover Outdoor Recreation Area (DORA)	Parks	$ 4,000,000
31	32	Project: County Road 180 Water Main Installation	Sewer/Water	$ 4,500,000
32	33	Project: Garvin Park Ditch	Stormwater	$ 444,000
33	34	Project: Create or Expand New Industrial Park	Economic Development	$ 3,000,000
34	35	Project: Wastewater Treatment – Activated Sludge Facilities	Sewer/Water	$ 17,000,000
35	36	Project: 7th Street Water Main Installation	Sewer/Water	$ 2,500,000
36	37	Project: Landreth Park to Frisco Trail Connector	Parks	$ 280,000
37	38	Project: Construct Public Transit Transfer Station	Transit	$ 4,500,000
38	39	Project: Crane Road & Arbor Hills Lift Station Elimination	Sewer/Water	$ 2,000,000
39	40	Project: I-44 Culvert Addition	Stormwater	$ 9,500,000
40	41	Project: Trail Wayfinding	Parks	$ 150,000
41	42	Project: Streetscape along Joplin Avenue from 6th Street to 10th Street	Transportation	$ 3,000,000
42	43	Project: Sallyport for Justice Center and Jail	Public Safety-Police	$ 600,000
44	44	Project: Schifferdecker Trail Connections	Parks	$ 810,000
45	45	Project: Grade Separation Funding for KCS RR Tracks at 32nd/Hwy FF	Transportation	$ 18,000,000
46	46	Project: Colorado Drive Storm Sewer Improvements	Stormwater	$ 1,170,500
47	47	Project: Streetscape along Wall Avenue from 7th Street to 10th Street	Transportation	$ 2,500,000
48	48	Project: McClelland Park Improvements	Parks	$ 1,450,000

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this ***"Agreement"***) is made and entered into effective as of the ____ day of _____, 2022 (the "***Effective Date***"), by and between City of Joplin, Missouri, a Missouri municipal corporation, (***"Donor"***) and the Missouri Southern State University (***"Donee"***).

RECITALS

A. Donor is a municipal corporation in Jasper County, Missouri.

B. Donee is a state university located in Jasper County, Missouri.

C. Donee has plans to construct a Health Science Innovation Center on its campus in in Joplin, Missouri, and has secured a $15 million appropriation from the Missouri General Assembly which represents half of the total cost of the proposed project. Donee is in the process of securing charitable and other commitments to raise the remaining $15 million.

D. Donee has requested $1.5 million from Donor from the State and Local Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA) funds that the Donor received. Donor desires to donate or appropriate $1.5 million from those funds, subject to terms, covenants and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, promises and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Donor and Donee hereby agree as follows:

ARTICLE 1.
DONATION

1.1 Donation and Use of Funds. Upon the terms, covenants and conditions herein set forth, Donor agrees to donate $1.5 million to Donee from Donor's ARPA funds. The funds shall be solely used for costs directly associated with the construction of the Health Science Innovation Center. These costs include architectural, engineering, development and construction of the Center.

1.2 Condition Precedent. Donor's donation is conditioned on Donee completing the fundraising need for the balance of the projected cost of the Health Science Innovation Center, $ 13.5 million no later than June 30, 2024. Donee shall secure this fundraising and provide a summary of commitments (while respecting the donors wishes for anonymity). The summary will provide information including irrevocable letters of intent to gift, transfer and otherwise commit to the Donee/project. In the event Donee is unable to complete this fundraising by this date, then Donor may terminate this MOU and reallocate its $1.5 million to maintain its compliance with the

SLFRF. In addition, after meeting the fundraising condition, Donee agrees to complete construction of the Health Science Innovation Center by December 31, 2026.

1.3 Information and Documentation. Donee agrees to provide any information related to the project as may be requested by Donor from time to time.

ARTICLE 4.
REPRESENTATIONS, COVENANTS AND WARRANTIES

4.1 Donor's Representation, Covenants and Warranties. Donor represents, warrants and covenants to Donee as follows, which representation and warranties shall be considered made as of the date hereof and as of the Closing Date:

4.1.1 *Donor's Authority*. Donor is a municipal corporation organized and existing under the laws of the State of Missouri and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donor is fully authorized by all requisite authority; and no other consents by any other party are required for Donor to execute and deliver this Agreement and such other documents.

4.1.2 *Authority of Signatories; No Breach of Other Agreements*. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donor and the signatories of Donor hereto. To the actual knowledge of Donor, the performance by Donor of its obligations under the terms of this Agreement do not conflict in any material or adverse way with or result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donor is bound, and, to the actual knowledge of Donor, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donor is subject.

4.1.3 *All Required Action Taken*. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donor and its representatives and agents.

4.2 Donee's Representations, Covenants and Warranties. Donee represents, warrants and covenants to Donor as follows, which representations and warranties shall survive Closing hereunder for the period provided below and shall inure to the benefit of Donor, its successors and assigns and shall be considered made as of the date hereof and as of the Closing Date:

4.2.1 *Donee's Authority*. Donee is a state university organized under the law of the State of Missouri, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by Donee is fully authorized by all requisite authority; and no other consents by any other party are required for Donee to execute and deliver this Agreement and such other documents.

4.2.2 *Authority of Signatories; No Breach of Other Agreements*. The execution, delivery of and performance under this Agreement is pursuant to authority validly and duly conferred upon Donee and the signatories of Donee hereto. To the actual knowledge of Donee, the performance by Donee of its obligations under the terms of this Agreement do not conflict in any material or adverse way with our result in breach of any of the terms or provisions of, or constitute a default under any agreement, arrangement, understanding, accord, document or instrument by which Donee is bound, and, to the actual knowledge of Donee, will not and does not constitute a violation of any applicable law, rule, regulation, judgment, order or decree of any governmental instrumentality or court, domestic or foreign, to which Donee is subject.

4.2.3 *All Required Action Taken*. All action required pursuant to this Agreement and necessary to effectuate the donation contemplated herein has been or will be taken with reasonable promptness and in good faith by Donee and its representatives and agents.

4.2.4 *Recognition*. Upon achieving fund goals, and prior to proceeding with construction, parties shall mutually agree to ensure recognition of the City of Joplin as grantor of resources which may include a plaque or similar permanent recognition placed in the completed Center.

ARTICLE 6.
NOTICE

6.1 Notice. Any notice or election required or permitted to be given or served by any party hereto upon any other will be deemed sufficiently given when delivered in person, or when deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, to such party at the respective addresses given below, or sent by telecopy to the fax numbers set forth below, provided that a confirming copy of the telecopy is promptly sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses given below and a copy of any notice or election given to either party shall be promptly delivered to the attorneys for such party at the addresses given below:

If to Donor: City of Joplin
Attention: Peter C. Edwards
City Attorney
602 S. Main
Joplin, Missouri 64801

If to Donee: Missouri Southern State University
Attention: Dr. Dean Van Galen, President
203 Hearnes Hall
3950 E. Newman Road
Joplin, Missouri 64801

6.2 Effective Date; Change of Address. Each such notice or communication shall be deemed to have been delivered to the party to which addressed on the date the same is hand-delivered, if mailed when deposited in the United States Postal system, sent by registered or certified mail, return receipt requested, postage prepaid, as the case may be, properly addressed in the manner above provided, and shall be deemed to have been received by the party to which addressed, in the case of hand delivery, on the day it is delivered, or in the case of United States Mail, on the date of deposit in the United States Postal system. Any party may change its address for notice by delivering written notice of said change to the other party, in the manner above provided.

ARTICLE 7.
GENERAL PROVISIONS

7.1 Remedies. In the event of any breach or default by Donee hereunder, Donor shall be entitled to pursue any and all rights and remedies allowed at law or in equity. In the event of a breach or default of this Agreement by Donor occurring prior to Closing and resulting in a failure to close, Donee's sole and exclusive remedy shall be to terminate this Agreement, provided that Donee shall not exercise such remedy unless Donor has first been given written notice of the breach or default hereunder and it remains uncured following such notice for a period of thirty (30) days.

7.2 Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understanding or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

7.3 Duties for Performance. If the date for the performance of any act hereunder falls on a Saturday, Sunday or legal holiday, then the time for performance of such act shall be deemed extended to the next business day.

7.4 Survival. Except as otherwise expressly provided herein, the representations, warranties, covenants and agreements set forth in this Agreement shall survive (and shall be enforceable after) the Closing, and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7.5 Captions. The headings or captions of the articles, sections or paragraphs appearing in this Agreement are for convenience of reference only, are not a part of this Agreement and are not to be considered in the interpreting this Agreement.

7.6 Binding Effect. The Agreement shall become effective and shall be binding on the parties only after it has been signed by both Donee and Donor. This Agreement and all covenants, terms and provisions contained herein shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The restrictions, covenants and easements set forth in the Deed shall burden and run with Property.

7.7 Controlling Law. This Agreement has been made and entered into under the laws of the State of Missouri, and said laws shall control the interpretation hereof.

7.8 Time of the Essence. Time is of the essence in the performance of this Agreement.

7.9 Counterparts. This Agreement may be executed in one or more counterparts which together shall constitute one and the same Agreement and shall be binding on the parties.

7.11 Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

7.12 Expense of Parties. In the event of litigation between the parties arising under or in connection with this Agreement, the prevailing party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing party. Except as otherwise specifically provided in this Agreement, each party hereto will pay and bear its own expenses and fees in connection with this Agreement and the donation contemplated hereby.

7.13 Effective Date. As used herein, the term ***"Effective Date"*** shall mean and refer to the date upon which this Agreement is executed by the last party to sign, as indicated by the dates set forth below opposite the signatures of Donee and Donor.

7.14 Exhibits. Any reference herein to any exhibit, addendum or attachment refers to the applicable exhibit, addendum or attachment attached to this Agreement, and all such exhibits, addenda or attachments shall constitute a part of this Agreement and are expressly incorporated herein by reference and made a part hereof.

7.15 Conflicts. In the event of a conflict between any provision of this Agreement and any provision of the Deed, the latter provision shall control to the extent of the conflict.

[Remainder of page intentionally left blank; signatures on succeeding page]

IN WITNESS WHEREOF, the parties have executed this Donation Agreement as of the dates set for below.

DONOR:

CITY OF JOPLIN, MISSOURI,
a Missouri municipal corporation

By: _____
Name: _____
Title: _____

Date: _____

DONEE:

MISSOURI SOUTHERN
STATE UNIVERSITY
Non-profit, Missouri Public Institution

By: _____
Name: _____
Title: _____

Date: _____

COUNCIL BILL NO. 2022-543 ORDINANCE NO.

AN ORDINANCE approving a Memorandum of Understanding by and between the City of Joplin and Missouri Southern State University (MSSU) to provide One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) from the City's allocation of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA) funds for the construction of a new Health Science Innovation Center.

WHEREAS, the City of Joplin received an allocation of $13,779,739.00 of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA); and,

WHEREAS, the City Council of the City of Joplin, along with City staff, prioritized an unfunded community project list; and,

WHEREAS, Missouri Southern State University (MSSU) received SLFRF funds from the State of Missouri to build a new Health Science Innovation Center provided they raise 50% of the cost of construction; and,

WHEREAS, the City Council desires to contribute $1,500,000.00 towards this visionary project, conditioned on the additional funds are raised by MSSU.

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

Section 1. That the Memorandum of Understanding by and between the City of Joplin and Missouri Southern State University (MSSU) to provide One Million Five Hundred Thousand Dollars and No Cents ($1,500,000.00) from the City's allocation of State and Local Fiscal Recovery Funds (SLFRF) as a part of the American Rescue Plan Act (ARPA) for the construction of a new Health Science Innovation Center, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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 C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023-001 approving a revised Labor Agreement by and between the City of Joplin and the Joplin Professional Firefighters IAFF Local 59.

MEETING DATE
January 3, 2023

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Nick Edwards, City Manager.

SUMMARY:
This Council Bill approves a revised Labor Agreement between the City of Joplin and the Joplin Professional Firefighters IAFF Local 59.

BACKGROUND:
The Joplin Professional Firefighters IAFF Local 59 (hereinafter IAFF) represents Firefighters, Drivers, Fire Captains, Battalion Chief, Fire Training Chief and Fire Marshal of the City of Joplin, Missouri (hereinafter "City") regarding terms and conditions of employment, historically through a process known as "meet and confer". During 2022, the IAFF and City began discussions on topics related to compensation and working conditions, and this was based in large part on the new pay plan that was presented to them by City Administration. A Labor Agreement was reached by the parties in May, 2022, that was contingent on a Public Safety Sales Tax passing. When the tax did not pass, the parties initiated new contract negotiations.

Since that time, the IAFF and City have been meeting and negotiating the terms of a labor agreement. On or about December 14, 2022, the parties came to an agreement. The compensation piece of the Labor Agreement is the pay plan presented by City Administration and grants an average wage increase of 11.2% as shown on Appendix "A". Exhibit "1" shows the placement of each current employee within the new pay plan. The Labor Agreement was taken to the IAFF membership and they voted in favor of adopting the Agreement with an approval rate of 93%. The City desires to approve the attached revised Labor Agreement, which shall expire on December 30, 2027. This revised agreement will supersede the May 16, 2022 Labor Agreement approved by the City Council.

Placement of fire department employees will be consistent with the police department placement, which is on the step that corresponds to the member's years of service, including an additional step for those employees that have passed their anniversary date. This grants an average wage increase of 11.2% to represented positions.

The Fire Chief and Deputy Fire Chief received the 4% COLA and will be placed on the next closest step, consistent with the Police Chief and Assistant Police Chief.

RECOMMENDATION:
Staff recommends this Council Bill be passed on an emergency basis.

ATTACHMENTS:
Council Bill No. 2023-001 w/Agreement

PCE:ab

Appendix A

Grade	Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Across Grades
1	Firefighter Trainee	$ 16.0000	$ 16.4798														
		$ 33,280	$ 34,278														
2	Firefighter/EMT	$ 12.3626	$ 12.7335	$ 13.1155	$ 13.5090	$ 13.9143	$ 14.3317	$ 14.7616	$ 15.2045	$ 15.6606	$ 16.1304	$ 16.6144	$ 17.1128	$ 17.6262	$ 18.1549	$ 18.6996	51.3%
		$ 36,000	$ 37,080	$ 38,192	$ 39,338	$ 40,518	$ 41,734	$ 42,986	$ 44,275	$ 45,604	$ 46,972	$ 48,381	$ 49,832	$ 51,327	$ 52,867	$ 54,453	
4	Fire Driver/Engineer	$ 13.9166	$ 14.3340	$ 14.7641	$ 15.2070	$ 15.6632	$ 16.1331	$ 16.6171	$ 17.1156	$ 17.6291	$ 18.1579	$ 18.7027	$ 19.2638	$ 19.8417	$ 20.4369	$ 21.0500	51.3%
		$ 40,525	$ 41,741	$ 42,993	$ 44,283	$ 45,611	$ 46,980	$ 48,389	$ 49,841	$ 51,336	$ 52,876	$ 54,462	$ 56,096	$ 57,779	$ 59,512	$ 61,298	
10	Fire Captain	$ 16.8269	$ 17.3317	$ 17.8517	$ 18.3872	$ 18.9389	$ 19.5070	$ 20.0922	$ 20.6950	$ 21.3158	$ 21.9553	$ 22.6140	$ 23.2924	$ 23.9912	$ 24.7109	$ 25.4522	51.3%
		$ 49,000	$ 50,470	$ 51,984	$ 53,544	$ 55,150	$ 56,804	$ 58,509	$ 60,264	$ 62,072	$ 63,934	$ 65,852	$ 67,827	$ 69,862	$ 71,958	$ 74,117	
20	Battalion Chief	$ 28.389	$ 29.241	$ 30.118	$ 31.022	$ 31.953	$ 32.911	$ 33.898	$ 34.915	$ 35.963	$ 37.042	$ 38.153	$ 39.298	$ 40.477	$ 41.691	$ 42.942	51.3%
	Fire Marshal	$ 59,050	$ 60,822	$ 62,646	$ 64,526	$ 66,461	$ 68,455	$ 70,509	$ 72,624	$ 74,803	$ 77,047	$ 79,358	$ 81,739	$ 84,191	$ 86,717	$ 89,318	
	Fire Training Chief																
		$ 20.2782	$ 20.8865	$ 21.5131	$ 22.1585	$ 22.8232	$ 23.5079	$ 24.2132	$ 24.9396	$ 25.6878	$ 26.4584	$ 27.2522	$ 28.0697	$ 28.9118	$ 29.7792	$ 30.6725	
		$ 59,050	$ 60,822	$ 62,646	$ 64,526	$ 66,461	$ 68,455	$ 70,509	$ 72,624	$ 74,803	$ 77,047	$ 79,358	$ 81,739	$ 84,191	$ 86,717	$ 89,318	
30	Deputy Fire Chief	$ 32.692	$ 33.673	$ 34.683	$ 35.724	$ 36.795	$ 37.899	$ 39.036	$ 40.207	$ 41.414	$ 42.656	$ 43.936	$ 45.254	$ 46.611	$ 48.010	$ 49.450	51.3%
		$ 68,000	$ 70,040	$ 72,141	$ 74,305	$ 76,535	$ 78,831	$ 81,196	$ 83,631	$ 86,140	$ 88,725	$ 91,386	$ 94,128	$ 96,952	$ 99,860	$ 102,856	
40	Fire Chief	$ 42.308	$ 43.577	$ 44.884	$ 46.231	$ 47.618	$ 49.046	$ 50.518	$ 52.033	$ 53.594	$ 55.202	$ 56.858	$ 58.564	$ 60.321	$ 62.130	$ 63.994	51.3%
		$ 88,000	$ 90,640	$ 93,359	$ 96,160	$ 99,045	$ 102,016	$ 105,077	$ 108,229	$ 111,476	$ 114,820	$ 118,265	$ 121,813	$ 125,467	$ 129,231	$ 133,108	

*Placement within the new pay plan will include the 4% COLA granted on 11/1/2022.

CITY OF JOPLIN, MISSOURI

and

JOPLIN PROFESSIONAL FIREFIGHTERS IAFF LOCAL 59 LABOR AGREEMENT

ARTICLE I. Preamble

Section 1.01 Parties

This Agreement has been developed by the Joplin Professional Firefighters IAFF Local 59, herein called the "Local," representing the bargaining unit herein called the "Employees" and the City of Joplin, Missouri, herein called the "City."

Section 1.02 Commitment to Productivity and Efficiency

The City and the Employees shall, in good faith, seek to live up to the City's rules and regulations, and will use their best efforts to protect the property and interests of all citizens and visitors. It is the further intent of the parties that the City be able to secure and sustain productivity per Employee.

Section 1.03 No Strike nor Picketing

The Local shall not organize nor promote strikes, picketing, work slowdowns or any form of refusal to work. Employees shall not engage in strikes, picketing including any refusals to perform services, walkouts, sick-outs, sit-ins, or any other form of interference with the operations of the City or the Fire Department.
The Local acknowledges that any employee who engages in a strike or concerted refusal to work, who pickets over any personal matter related to the operations of the City or Fire Department, shall be subject to immediate termination of employment.

The City agrees that it will not cause a voluntary complete cessation of operations to support the City's bargaining position, commonly called a "lockout," so as to prevent Employees from working. Temporary or permanent shutdowns by the City for economic or other reasons beyond its control shall not be considered "lockouts."

ARTICLE II. Recognition

Section 2.01 Classification of Bargaining Representative

The City hereby voluntarily recognizes the Local as the exclusive bargaining representative for the bargaining unit as follows:
All full-time employees below the rank of Deputy Chief, but specifically excludes Administrative Support Staff, Deputy Chief, and the Fire Chief.

Section 2.02 Added Classification

In the event any new position or job classification is added to the Department with a rank below the Deputy Chief, the City will bargain with the Local regarding whether the new position or job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City and the Local will bargain the duties and wage scale for the new position or job classification.

Section 2.03 Non-Discrimination

The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Local membership status or lawful Local activities, genetic information, marital status, political affiliation, political activity consistent with state law, or membership in any other category or classification that is protected by law.

ARTICLE III. Management Rights

Section 3.01 Management Rights

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, both directly and as delegated to the Fire Chief, including but not limited to the right to:

1. Determine the mission of the City and the Department;

2. Direct the working Employees;
3. Hire, classify, assign, promote, and transfer Employees;
4. Suspend, demote, discipline, and discharge Employees for just cause;
5. Relieve Employees from duty because of lack of work or other legitimate reasons;
6. Change existing methods, operations, facilities, equipment and type or number of personnel;
7. Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law, after discussion with the Local as provided herein;
8. Assign work to bargaining unit and/or civilian support personnel;
9. Maintain and/or take steps to enhance the efficiency of the operation of the Department; and
10. Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities
The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in good faith and in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law
Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

ARTICLE IV. Local Rights

Section 4.01 Local Officials
The Local shall have the right to appoint or elect all officers, stewards, or other officials it wishes to elect. On January 1 of each year, the Local shall provide the Department with a list of employees who shall serve as official Local representatives for that calendar year.

Section 4.02 Designation
The Local may designate a President and Vice President, under selection procedures established by the Local, with whom the City shall primarily communicate on behalf of the Local at the City level. The name of any such President and Vice President shall be certified by the Local to the City, in writing, when said designation is first made, and as any changes to said designation subsequently occur.

Section 4.03 Agreed City/Union Meetings
The Employee elected or appointed by the Local to the position of Local President (or, in the absence of the Local President, the Employee elected or appointed by the Local to the position of Local Vice President) shall, if mutually scheduled and approved by the City and the Local, be allowed reasonable amounts of time off from their on-duty work time to attend mutually scheduled meetings concerning City or Department business and such time shall not be considered work time or require payment of overtime.

Section 4.04 Local Business
Once per year, or under special circumstances with the approval of the Fire Chief, the Local shall be permitted to place ballot boxes in an agreed upon location in the various work sites and Fire Stations for the purpose of conducting Local elections. The Local shall be permitted to hold Local meetings in the Fire Stations with prior approval of the Fire Chief.

Local officers may perform Local business while on duty, with permission from their direct supervisor, so long as Local business does not interfere in any way with performance of the employee's regular job duties, or with the work of any other on-duty personnel. All Local business performed by off-duty personnel shall be performed at the employee's own discretion and on his or her own time in unpaid status.

Section 4.05 Use of Internal Mail
The Local shall be permitted to use the City's e-mail, hard copy internal mail distribution system and Local provided bulletin board for Local business, so long as the Local's use does not create a burden on the City's electronic and/or physical systems, and so long as such communication does not hinder on-duty personnel in the performance of their duties. The Local and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law. Any use of City's communications in this section shall not be political, defamatory, criticism of city officials and city policies.

Section 4.06 Social Media
Employees shall follow and adhere to City Policy.

Section 4.07 New Employee Orientation
The City agrees that all new full-time Employees of the bargaining unit hired shall be offered an informational presentation from the Local. During the presentation, the Local President and Vice-President or designees may provide copies of this Agreement, explain the Local's function as the exclusive bargaining representative of the employees in the bargaining unit, and provide other information regarding the Local and the benefits of membership. A voluntary offer of membership to the Local may be presented to each new full-time employee. The Local shall be allowed a maximum 1 hour to give the presentation. All new Employees of the bargaining unit are eligible to join and to be represented by the Local any time after the Employee starts employment including while on probation.

Section 4.08 Dues Deduction
Employees may voluntarily join the Local and have payroll deductions of dues consistent with payroll deduction practices of the city. Employees may withdraw authorization for dues deductions at any point in time. City will provide the Local Treasurer with a bi-weekly list of employees who have made the payroll deduction.

Section 4.09 Confidentiality
Bargaining unit personnel shall have the right to consult with a Local representative on a confidential basis regarding performance and disciplinary matters.

Section 4.10 Indemnification
The Local shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Local to the City, and actions taken by the City, pursuant to the provisions of this section or in reliance upon any other information provided by the Local to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this section.

ARTICLE V. Past Practices

Section 5.01 Changes to Conditions of Employment
The parties acknowledge that practices concerning wages, hours, and terms and conditions of employment exist that have not been formalized as written policies. If management desires to make a change regarding any such practice, those proposed changes will be provided to the Local in advance and the Local may request a meeting to discuss such changes provided the request is made no later than 10 days after notice is provided.

ARTICLE VI. Job Descriptions and Specialty Positions

Section 6.01 Job Descriptions

The Department and the City shall maintain job descriptions for all positions within the bargaining units. Job descriptions shall specify the qualifications for promotion into each classification.

ARTICLE VII. Hours of Work

Section 7.01 Working Time

Shift employees' schedules shall be designated as A, B, or C shift. Except as otherwise allowed by this Agreement, the work week for Shift Employees shall normally consist of 24 hours on shift, followed by 48 hours off shift, as scheduled by the City. Each workday shall begin at 7 a.m. on one day to 7 a.m. on the following day. A shift will begin the rotation working twenty-four (24) hours; followed by B shift, which will work twenty-four (24) hours; followed by C shift working twenty-four (24) hours, then repeating the cycle with A shift starting again. All Shift Employees shall be ready to work at 7:00 a.m., in the approved uniform and ready to respond to emergency calls at all times for the remainder of the shift.

Shift Employees may be relieved in a reasonable time prior to the end of their shift by the on-coming shift Employee; however, the on-coming shift Employee shall not be entitled to compensation for voluntarily relieving the off-going Employee early. These minor overlaps at such shift change shall be seen as substitution or time-trading as recognized by the FLSA rules and shall not require paperwork or prior supervisory approval if less than 1 hour. Employees assigned to a 40-hour week shall be paid at the 40-hour rate for their pay scale and step outlined in Appendix A.

Section 7.02 Maximum Consecutive Work Hours

Every effort shall be made to avoid personnel being forced into more than 48 continuous hours worked. Trade time, overtime, and regularly scheduled shifts, otherwise defined as actual time worked, shall be used to calculate the number of hours consecutively worked. Employees shall follow departmental policy regarding consecutive work hours. The Fire Chief or his designee are vested with full authority to staff the department and stations as they see fit, given the staff, experience and training of all department employees.

Section 7.03 Shift and Station Bidding Procedure

Shall be established by a department policy and discussed with the Local.

Section 7.04 Shift and Station Transfers or Reassignments

Employees may submit written requests to be transferred to any open position on a different shift, through their Battalion Chief. Employees may also submit written requests to permanently trade shifts, so long as the trade is acceptable to the Fire Chief, or his designee.

The Fire Chief or their designee shall have the authority to reassign any employee or employees to another shift, unit, or station, for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Local and the employee(s) involved.

Section 7.05 Meal and Rest Breaks

All shift employees shall be permitted to prepare and take meal breaks during their shift. Rest breaks are permitted by the assigned Company Officer. During all breaks, employees will remain in service unless approved by the on-duty Battalion Chief.

Section 7.06 Trade Time

Requests for trades will be submitted via the appropriate paperwork and approved prior to 19:00, one (1) shift (three calendar days) prior to the requested trade date. A trade is not considered approved until confirmation of approval is obtained from the on-duty Battalion Chief for the shift which the trade is requested, and it is entered into the roster for the requested trade date.

Upon approval and entry into the daily schedule, requested trade shifts become the responsibility of the respective trading parties. Should an individual which has traded call in sick on the traded work shift, they will be charged a sick day. If they fail to show up for their traded work shift, they will be considered absent without leave and face disciplinary action.

Trades will only be allowed within the same rank or with those that are qualified for the position. Trades are not allowed to take place for any portion of an overtime shift. Unapproved trades will result in disciplinary action and loss of pay for the individual who misses the scheduled shift. It is the responsibility of each staff member to make up any training requirements that are missed due to trading shifts that could impact certifications or operational abilities. An emergency trade may be approved by the Battalion Chief with less than the required notice above. Local trade coverage is not subject to leave balance restrictions and the Local will notify the Fire Chief of the trade dates.

ARTICLE VIII. Light Duty and Temporary Duty Assignments

Section 8.01 Duty Related Injury

When an employee is injured in the line of duty, the City shall make every effort to provide temporary light-duty or work-hardening assignments to him or her, consistent with any restrictions the employee's doctor has identified, consistent with the employee's current work schedule. The extent of light duty is at the discretion of the City.

Section 8.02 Non-Duty Related Medical Condition

When an employee is unable to perform his or her regular work assignment due to a non-work- related injury or non-communicable illness, the City may offer temporary light-duty or work- hardening assignments to him or her, to the extent productive work is available. Such light duty shall not extend beyond 60 days from the commencement of the assignment, without approval of the Fire Chief and Human Resources.

Section 8.03 Shall Not Be Unreasonably Denied

Requests for medically necessary temporary light-duty and subsequent requests for extension shall not be unreasonably denied when light-duty opportunities exist within the Department.

ARTICLE IX. Wages

Section 9.01 Regular Hourly Rates

The following Employee job classifications shall exist:
Firefighter Trainee, Firefighter, Driver Engineer, Captain, Battalion Chief, Training Chief and Fire Marshal.
The corresponding hourly rates of pay and FLSA classification are attached hereto as Appendix A.

Section 9.02 Pay Periods

Employees shall be paid according to city policy.

Section 9.03 Wages

The City and the Local adopt the Pay Plan, attached hereto as Appendix A. The parties agree that the 4% COLA that the employees received effective November 1, 2022 is included in the Pay Plan, and not in addition to the Pay Plan.

The Pay Plan will have an effective date of December 31, 2022, paid on January 20, 2023, conditioned on this Agreement being approved by the City Council on January 3, 2023.

Under the new pay plan, affected employees shall be placed within the new pay plan as described. If an employee has an anniversary date as defined within this contract that falls between November 1, 2022 and the effective

date of this contract, the employee shall be placed on their current step plus one additional step in recognition of the fiscal year 2023 step increase. If an employee's anniversary date as defined in this agreement falls between the effective date of this Agreement and October 31, 2023, the employee shall receive their step increase accordingly on their anniversary date. In subsequent fiscal years covered by this contract, eligible employees shall receive their step increase on their anniversary date.

For any Tier 1 employees that were rehired on a full-time capacity after retirement and are still employed on the effective date of this agreement, their years of service will include their years serving as a Tier 1 employee. The placement of each employee within the new pay plan is attached hereto as Exhibit 1.

Beginning on January 1, 2023, Bargaining Unit employees shall revert to their original hire date as their anniversary date for the purpose of moving through the annual step plan. The anniversary date for all Bargaining Unit employees shall remain at their original hire date regardless of rank changes. Tier 1 employees rehired with separation of service will revert to the most recent hire date.

Section 9.04 COLA
The Pay Plan agreed to by the parties expressly excludes any COLA benefit or increase granted by the City Council for the duration of this Agreement.

Section 9.05 Longevity Pay
Beginning with an employee's five (5) year anniversary with the department, they shall receive additional pay equal to 1% of their total pay each pay period. The percentage will go up by 1% every five (5) year period.

Section 9.06 Promotional Wage Increase
Employees who are promoted will receive the appropriate wage increases as set out below:
(a) Placement on the nearest step that grants at least a 10% wage increase or the bottom of the new range for the new position, whichever is greater.
(b) Wage increases due to promotions will become effective on the date of the promotion.

Section 9.07 Specialty Pay
1. Paramedics and EMT-A shall receive 120.00 per month.
2. Employees assigned to the Special Operations Team and Hazmat Team shall receive a stipend of $50.00 per month.

Section 9.08 Call Back Pay
Any employee not already at work who, without at least 24-hours' notice, is called to work and reports for work during unscheduled off duty hours as an unscheduled emergency recall will receive compensation for the greater of three (3) hours or actual hours worked, at one and one-half times the employee's regular hourly rate of pay.

Section 9.09 Hold Over Pay
Any employee already at work who is held over their regularly scheduled shift for a duty related purpose (such as working a medical call or a fire event) will receive pay for the actual hours held over at the appropriate FLSA rate of pay. Any employee already at work who is unexpectedly held over their regularly scheduled shift by administrative order to cover another employee's work shift will receive pay for their actual hours worked over their regularly scheduled shift time at one and one-half times the employee's regular hourly rate of pay.

Section 9.10 On Call Assignment On Call Time is when an employee must remain available to be called back to work on short notice for emergency responses. This on call status shall not prevent an employee from coming and going freely within their normal daily routine as long as they can fulfill the response time criteria as

established by the department. It is necessary to leave a telephone number where they can be reached if they are away from their normal point of contact. This on call time shall be compensated at the rate of one (1) hour at one and one-half (1-½) times the hourly rate of pay for each day the employee is on call and shall be payable only for the days an employee is not called back to work. This compensation shall be in the form of pay or compensatory time off.

Section 9.11 Witness Pay
Employees who are required to attend court as a result of the performance of their assigned duties during non-work hours shall be compensated for a minimum of two (2) hours at the standard overtime rate. All consecutive time spent in court after the first two hours shall be at the standard overtime rate for the time actually spent in court. The City does not pay travel time to the Joplin Municipal courthouse. However, employees shall be compensated for time spent traveling from the Department to any other courthouse when they are appearing or testifying in conjunction with their official fire department duties.

Section 9.12 Educational Assistance
The City will reimburse for tuition costs for college level classes related to or leading to a degree in criminal justice, emergency service, business administration, accounting, public administration, or other similar degree programs, in accordance with the City's Tuition Reimbursement Policy. The City will also reimburse for departmental and developmental professional training, as approved by the Fire Chief and within the annual budget appropriation for such training.

Section 9.13 Cell Phone Stipend
Battalion Chiefs, Training Chiefs and Fire Marshal shall be paid a cell phone stipend in accordance with City policy.

Section 9.14 Vehicles Training Chiefs and Fire Marshal shall be provided with a take home vehicle provided they reside within 25 miles from the Justice Center.

ARTICLE X. Overtime and Compensatory Time

Section 10.01 Two-Week Work Period / OT
The positions of Firefighter/EMT, Fire Driver, Fire Captain and Battalion Chief work 2,912 hours per year, or 56-hour positions. Employees in these positions shall be scheduled on a two-week work cycle and a 28-day FLSA cycle and shall receive overtime for actual time worked over two hundred and twelve (212) hours in 28 days.

The positions of Firefighter Trainee, Training Chief and Fire Marshal work 2,080 hours per year, or 40-hour positions. Employees in these positions shall work a 7-day FLSA cycle and shall receive overtime, if eligible based on the positions FLSA classification, for actual time worked over forty (40) hours in seven (7) days.

Section 10.02 OT Accrual
Overtime and compensatory time off shall accrue in quarter-hour increments.

Section 10.03 Compensatory Time
Employees may elect to be paid in compensatory time off rather than receiving overtime pay. Compensatory time shall be earned at the rate one-and-one-half times the hours worked in excess of the approved FLSA cycle. The maximum compensatory time which may be accrued by any non-exempt employee shall be 480 hours for those engaged in public safety and emergency response. Voluntary Comp time may be selected by an Employee according to department policy. Upon separation from the City, the Employee shall be paid for all comp hours in full, at their current rate of pay.

Section 10.04 Overtime Assignment
Employees shall be offered or assigned overtime work assignments as provided in Departmental policy.

ARTICLE XI. Out-of-Class Assignment

Section 11.01 Out of Class Working Assignments
Where there is a need for an employee to work out of class, the position shall be offered at the discretion of management and paid in accordance with the out-of-class pay city policy in the Personnel Rules & Regulations. In the event that a new revenue source is obtained that is dedicated to the fire budget, the City agrees to re-open this item for discussion.

ARTICLE XII. Health and Welfare

Section 12.01 Insurance Plan Coverage Options
All employees covered under this Agreement shall receive the same insurance plan coverage options and benefits as are available to all other City employees. The City shall have the right to change plans and/or carriers, or to change benefits available under an existing plan, after providing at least thirty (30) days' advance notice to the Local, and at least sixty (60) days' notice if practicable, of any contemplated change. The City will consider the provisions of Senate Bill 45 in the future.

Section 12.02 Retiree Healthcare
The City shall continue to make health insurance available to retirees, at the retirees' expense. The premium charged to retirees shall be no greater than the full amount of the premium (total amount of employer and employee contributions) charged for active employees at the same coverages plus the 2% administrative fee.

Section 12.03 Health Plan Line of Duty Death/Catastrophic Injury
Employees are provided benefits pursuant to City Ordinance 2022-141.

ARTICLE XIII. Retirement Benefits

Section 13.01 Retirement Program
All employees enrolled in the City's Police and Fire Pension Plan as of January 1, 2022 will continue to participate in the Police and Fire Pension Plan. All other employees will be enrolled in Missouri Lagers L-11 program at no cost to the employee.

Section 13.02 Supplemental Retirement Program
All employees may elect to participate in the tax sheltered, supplemental 457 retirement plan administered by Nationwide and/or the International City Management Association (ICMA) Retirement Corporation, or other retirement plans approved by the City. Employee contributions will be made through payroll deductions up to the IRS approved maximum annual contribution limits.

ARTICLE XIV. Holidays

Section 14.01 Holidays for 40-hour employees.
For those employees in the 2,080 positions, the following holidays shall be recognized consistent with City policy:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day

5. Juneteenth
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Friday Following Thanksgiving Day
10. Christmas Day
11. Two (2) 8-hour floating holidays on a fiscal year basis, which will be forfeited if not used within the fiscal year.

If any additional holidays are approved by the City Manager and City Council in the future, they shall be included as a recognized holiday.

Section 14.02 Holidays for 56-hour employees

Eligible 56-hour Fire Department employees shall receive (6.5) twenty-four hour floating holidays granted annually on a calendar year basis. The usage of this time is based upon seniority. The use of this time will be in periods of whole or half shifts. 56-hour employees will accumulate floating holidays under the following schedule: if hired January 1 through April 30, the employee will have (6.5) twenty-four (24) hour shifts of floating holiday leave available immediately. If hired May 1 through August 31, the employee will have three (3) twenty-four (24) hour shifts of floating holiday leave available immediately. If hired September 1 through December 31, the employee will have no floating holiday leave for that calendar year. 56-hour fire department employees may not retain more than twenty-three (23) hours of total floating holiday leave accrual at the end of any calendar year. Any unused floating holiday balance above twenty-three (23) hours will be lost if not used by December 31. Earned but unused floating holidays prior to December 31 shall be payable upon separation from City service.

ARTICLE XV. Vacation

Section 15.01 Vacation Accrual

56-hours shift Employees accrue vacation time in accordance with City policy. Vacation leave shall be accrued monthly in accordance with the following annual vacation hours accrual schedule:

Length of Continuous Service in Years	Hours Accrued	Maximum Accrual
0 - 9 years	120 hrs	336 hrs
9 - 14 years	168 hrs	336 hrs
Over 14 years	224 hrs	336 hrs

40-hour Employees accrue vacation time in accordance with City policy. Vacation leave shall be accrued monthly in accordance with the following annual vacation hours accrual schedule:

Length of Continuous Service in Years	Hours Accrued	Maximum Accrual
0 - 9 years	80 hrs	160 hrs
9 - 14 years	120 hrs	240 hrs
Over 14 years	160 hrs	240 hrs

Section 15.02 Vacation Use

Vacation shall be scheduled and used consistent with Departmental policies and this Agreement.

Section 15.03 Vacation Payout

When an employee separates employment from the City for any reason whatsoever, all earned vacation shall be paid out at the employee's then-current hourly rate.

Section 15.04 Vacation Scheduling

All policy changes to the Vacation/Holiday scheduling shall be provided by notice to the Local with an opportunity to discuss the changes provided the request is made within 10 days of notice.

1. Vacation requests will be submitted to the Battalion Chief. The Department will not unreasonably deny a vacation request but may deny any request which would unduly interfere with the operation of the Department as determined by the Chief.
2. When there is a conflict between requests submitted at the same time, and the approval of both requests would unduly interfere with the operation of the Department, the request received from the individual with the highest department seniority will be granted.
3. Employees covered under this Agreement will not be required to change a scheduled vacation due to a senior employee with a conflicting scheduled vacation transferring to their shift. The senior employee may elect to reschedule the entire vacation or may elect to use any portion thereof which is approved.

ARTICLE XVI. Sick Leave

Section 16.01 Sick Leave

Employees shall be permitted sick leave pursuant to city policy and shall accrue 24 hours monthly for 56-hour Shift employees and 8 hours monthly for 40-hour Employees with no maximum accrual limits. Sick leave is not payable upon separation from the City.

Section 16.02 Sick Leave Accrual Rate

Employees shall accrue unused hours of sick leave in accordance with City policy.

Section 16.03 Sick Leave Policy / Dependent Sick

Sick leave shall be used and administered in accordance with applicable City and Departmental policies.

Section 16.04 Sick Leave Buy Back Policy

Sick leave buy back shall be available per City policy from Jan 1st through June 30th and July 1st through December 31st annually. 56-hour Employees that use 4 hours or less in each six (6) month period will be eligible for 24 hours of pay, or a paid day off to be scheduled and subject to availability. 40-hour employees that use 4 hours or less in each six (6) month period will be eligible for 8 hours of pay or a paid day off to be scheduled and subject to availability.

Section 16.05 Physician's Certificate

Employees shall generally be required to present all physician's certificates to the Human Resources Department when returning from any period of sick leave lasting three working days/shifts or longer. Additionally, with advance notice to the employee the City may require a physician's certificate for shorter periods of absence, if the employee has exhibited a pattern of absenteeism or if there is some other legitimate reason to require a physician's certificate. During hours when the Human Resources Department is not open, the physician's certificate shall be presented to the Fire Chief, or his designee. Details regarding an employee's illness or injuries, or their family's illness or injuries, shall not be shared with anyone outside the Human Resources Department, except to the extent necessary to manage compliance with work restrictions, or to report use of medication that may affect safe performance of job duties.

Section 16.06 FMLA / ADA Compliance

The City shall comply with the confidentiality provisions of the Americans with Disabilities Act and the Family and Medical Leave Act with regard to the request, storage, and dissemination of employee medical information.

ARTICLE XVII Other Leave

Section 17.01 Eligible Leave

All employees under this Agreement shall be eligible for personal leave, bereavement leave, family and medical leave, workers compensation leave and any other form of leave, paid or unpaid as provided under the City and departmental policies.

Section 17.02 USERRA Military and Special Leave
Although entitled to a leave of absence without pay for active duty for training above and beyond the fifteen calendar day leave of absence with pay (maximum of 120 hours for regular annual 2,080-hour employees or a maximum of 168 hours for 56-hour employees), an employee may request to use vacation time accrued or earned compensatory for all or part of the period for military leave.

ARTICLE XVIII. Seniority

Section 18.01 Seniority Definition
For purposes of this Agreement, "City Seniority" is determined by an Employee's most recent date of hire with the City in any classification. Promotion dates shall not affect seniority position. City seniority shall be used for matters involving length of service, and accrued employment benefits "Department Seniority" shall mean length of continuous employment within the Department, unless otherwise specified and shall have first opportunity to select time off with vacation and holiday picks. "Rank Seniority" shall mean length of continuous employment in an employee's current job classification.

Section 18.02 Roster to Be Provided
The Department shall maintain and provide to the Local a current roster showing names of all current bargaining unit personnel, job classification, date of initial hire within the Department, and date of promotion to current position and annual salary as is consistent with Missouri state statutes and this shall not be considered as a waiver of such statutory provision.

Section 18.03 Loss of Seniority
Seniority shall be lost, and the employment relationship terminated upon the occurrence of any of the following events:
1. Voluntary quit;
2. Retirement (Tier 1 provisions listed in Section 18.06);
3. Discharge for just cause;
4. Failure to return from an authorized leave of absence on the next working day after the authorized leave expiries;
5. Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
6. No-call / no-show for two (2) consecutive regularly scheduled shifts if the employee was physically and practically able to call or report to work; or,
7. Failure to perform work for the City for eighteen (18) consecutive months for any non-duty related issues, other than military leave, pre-approved leave with the City, or work-related illness or injury.

Section 18.04 Filling Vacant Positions
Any non-probationary Employee, or Employees not on disciplinary suspension or corrective probation, may make application for vacant positions, and all new jobs. All new jobs, vacancies, and promotions in the Department shall be awarded based on qualifications and the quality of past Employee's performance, following current Department Policy. Qualifications being equal, seniority shall be considered. Each applicant shall be notified of their score and position on the list and affected applicants shall be notified of any ties.

Section 18.05 Rehire
Former bargaining unit employees who are rehired within one (1) year from their date of separation shall not have their prior seniority within the department reinstated and shall accrue new seniority from the date of re-

hire. There is no guarantee of re-employment with the City and all employees shall be required to go through the hiring and background process, and if hired, complete a probationary period.

Section 18.06 Tier 1 Placement and Rehire
Tier 1 employees will be allowed to immediately rehire without any gap in service, subject to Department Director and City Manager approval, with the same rank, rate of pay, longevity, seniority, the same accrual level for vacation time and shall retain their sick leave accumulated balance at the point of their retirement. Tier 1 employees that have not previously rehired and have separated from the City, will be eligible for rehire, subject to Department Director and City Manager approval, at the entry level rank up to Step 5 of the pay plan.

ARTICLE XIX. Probation

Section 19.01 Probationary Period
City Policy shall be followed.

Section 19.02 Probationary Period for Changes in Rank
Employees who are promoted into a higher job classification shall serve an initial six-month probationary period in the new job. Employees who are unsuccessful during the probationary period may be returned, or may elect to return, to their prior position provided there is a vacancy. The employee who returns to the prior position shall have their pay determined as follows:

(a) If the pay rate received in the higher pay range is more than the maximum of the lower pay range to which demoted, the pay rate shall be reduced to the maximum pay rate of the lower pay range.
(b) If the pay rate received in the higher pay range is within the range of the lower pay range to which demoted, the pay rate will remain unchanged.

Section 19.03 Demotion
When an employee is demoted, the rate of pay shall be determined as follows:
a. If the pay rate received in the higher pay range is more than the maximum of the lower pay range to which demoted, the pay rate shall be reduced to the maximum pay rate of the lower pay range.
b. If the pay rate received in the higher pay range is within the range of the lower pay range to which demoted, the pay rate will remain unchanged.

Section 19.04 Probation Performance
If any employee exhibits performance problems during their new hire probation, or during their promotional probationary period, Department management shall notify the employee of the observed problems in writing and shall provide the employee with a reasonable opportunity to improve, before taking any job-related action against the employee.

Section 19.05 Probationary Employees Use of Leave
Probationary employees may use personal days as soon as they are earned. They may use earned sick leave at any time after accruing time, and earned vacation pay after six (6) months of employment. Floating Holidays may be used after two (2) months of employment.

ARTICLE XX. Reductions in Force

Section 20.01 Lay Off, Bumping and Recall.
City policy shall be followed.

ARTICLE XXI. Discipline & Investigations

Section 21.01 Discipline & Investigations.

Current city policy shall be followed as provided for in the City's Personnel Rules and Regulations, as may be amended by the City Council.

ARTICLE XXII. Grievance Procedure

Section 22.01 Grievances.
Current city policy shall be followed as provided for in the City's Personnel Rules and Regulations, as may be amended by the City Council.

ARTICLE XXIII. Prevailing Rights

Section 23.01 In General.
The City, through the Fire Chief, agrees to meet with the Local regarding operational issues related to existing departmental housekeeping matters and prepare a list that is accepted as applying. New requested matters will be discussed with the Local as these arise. These discussions and agreements are subject to annual budget appropriation. If any serious disagreement arises, the Local may come back to discuss the disagreement with the City bargaining committee provided such a request is made within ten (10) days of disagreement with the Fire Chief. Agreements shall be placed in a Side Letter for this bargaining unit.

Section 23.02 Tattoos Tattoos are to be in accordance with City and Departmental policies.

ARTICLE XXIV. Labor Management Committee

Section 24.01 Labor/Management Meetings
There shall be a Labor/Management Committee consisting of representatives from Department management and representatives from the Local. The parameters of such committee shall be considered during the first year of this agreement and made as an addendum to this agreement when approved by both parties. Issues of impact bargaining shall not be discussed in these meetings.

Section 24.02 Labor/Management Committee Cooperative Basis
The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining. No discussion in labor management meetings shall serve to amend or replace contract terms or be considered to be part of good faith bargaining conditions.

Section 24.03 Request for Meeting
A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

ARTICLE XXV. General Provisions

Section 25.01 Confirmation of City's Commitment to Provide Mandatory Uniforms
The wearing of such uniforms by Employees is mandatory, and the uniforms to be provided shall be of a type, design, fabric, and color selected by the City. The City will provide, repair, or replace all mandatory uniform items at no expense to the Employee. All items shall be replaced as needed except in cases of negligence or deliberate destruction.

Section 25.02 Policies to Be Available
The City will make all policies and memos which contain directives that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 25.03 Outside Employment
Employees shall follow City policy.

Section 25.04 Uncompensated Work Prohibited
Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

Section 25.05 Residency
Employees shall follow City policy.

Section 25.06 Substance Abuse Testing
Employees shall follow City policy.

Section 25.07 Physical Examination and Return to Work Physicals.
City policy as outlined in the Personnel Rules and Regulations shall be followed.

ARTICLE XXVI. Training and Instructing

Section 26.01 Pay for Training or Instructing
Training or instructing directed by the department shall be on duty time, for which the employee will be compensated in accordance with the FLSA cycle. Time spent in such training or instructing over and above the employees' regular workday shall be considered overtime provided it exceeds the FLSA overtime time limits and compensated at the rate of one-and-one-half time the members normal rate of pay. All costs associated with the training and instructing shall be paid by the department.

Section 26.02 Meal Reimbursement
The City shall provide each employee covered by this Agreement with a per diem for each meal consistent with the City's travel policy.

Section 26.03 Travel Time
Travel time to attend training shall be paid in accordance with the provisions of the FLSA.

Section 26.04 Training
The City may create a Safety Committee as required by its liability insurance carrier(s) or as it otherwise deems appropriate. Any such Safety Committee may propose safety rules and training programs and submit them to the City Manager or his designee for approval.

ARTICLE XXVII. Complete Agreement

Section 27.01 Complete Agreement
The parties acknowledge that this is a complete understanding of the parties with respect to the subject matter contained in this Agreement. The parties acknowledge and agree that they have each negotiated this Agreement in good faith. This provision shall not be considered a waiver of impact bargaining provided the Local requests impact bargaining within ten (10) days after notice from the City of changes that require impact discussions.

Section 27.02 Savings
If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

Section 27.03 Personnel Rules & Regulations.
Several references are made in this Agreement to City Policy and/or City Personnel Rules & Regulations. The parties agree that once new Rules & Regulations are adopted by the City Council, they will supersede the prior Rules & Regulations.

ARTICLE XXVIII. Term of Agreement

Section 28.01 Effective Date
This Agreement shall become effective upon ratification by both parties, and shall remain in effect through December 31, 2027, without any reopeners. The parties may re-open the Agreement by a signed mutual agreement, but are not obligated to do so. At least sixty (60) business days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one-year periods. This Agreement may be extended by the parties beyond its termination date for periods of no longer than sixty (60) days, provided negotiations are continuing. The parties agree to submit any disputes to mediation if an impasse is reached and a date for recommendations by the mediator shall be made by the mediator. The parties shall endeavor to agree on a mediator and if one cannot be agreed on, then they shall each pick a mediator and flip a coin to decide who the mediator shall be. Nothing herein prevents the City from proposing any compensation or other benefit enhancements to the Local during the term of this Agreement, but said proposal shall not be considered a reopener.

This Agreement supersedes the Labor Agreement approved by the Joplin City Council on May 16, 2022.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

The City of Joplin, Missouri

_____
Nicholas Edwards,
City Manager

Date: _____

Joplin Professional Firefighters
IAFF Local 59

_____
Jeremie Humphrey,
President

_____
Adam Grimes,
Vice President

Date: _____

COUNCIL BILL NO. 2023-001 ORDINANCE NO. _____

AN ORDINANCE approving the 2023 Labor Agreement by and between the City of Joplin, Missouri, and the Joplin Professional Firefighters IAFF Local 59, and authorizing the City Manager to execute the same by and on behalf of the City; and, containing an emergency clause.

WHEREAS, the Joplin Professional Firefighters IAFF Local 59 (hereinafter IAFF) has represented Firefighters, Drivers, Fire Captains, Battalion Chief, Fire Training Chief and Fire Marshal of the City of Joplin, Missouri (hereinafter "City") regarding terms and conditions of employment, historically through a process known as "meet and confer"; and,

WHEREAS, during 2022, the IAFF and City began discussions on topics related to compensation and working conditions, and this was based in large part on the new pay plan that was presented to them by city administration; and,

WHEREAS, the City and the IAFF reached a Labor Agreement in May of 2022, that was conditioned, in large part, on the passage of a Public Safety Sales Tax; and,

WHEREAS, the Public Safety Sales Tax did not pass in August, 2022, and the City and the IAFF initiated new contract negotiations; and,

WHEREAS, since that time, the IAFF and City have been meeting and negotiating the terms of a labor agreement; and,

WHEREAS, on or about December 14, 2022 , the parties came to an agreement; and,

WHEREAS, the Labor Agreement was taken to the IAFF membership and they voted in favor of adopting the Agreement, with 93% of the members voting in favor of the Agreement; and,

WHEREAS, City desires to approve the attached Labor Agreement, which shall expire on December 31, 2027.

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

Section 1. That the 2023 Labor Agreement by and between the City of Joplin, Missouri and the Joplin Professional Firefighters IAFF #59, a true and accurate copy being attached hereto and incorporated herein as though fully set forth as Exhibit "A", be, and hereby is, approved.

Section 2. That the City Manager is authorized and directed to execute the Agreement in substantial compliance with the attached Agreement by and on behalf of the City.

Section 3. That the City Manager is hereby authorized and directed to take such action and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

Section 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

Section 5. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, is an emergency within the meaning of Section 2.12(1) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

PASSED by the City Council of the City of Joplin, Missouri, this ____ day of _____, 2023, 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 2023-100 – authorizing the acceptance of a work authorization by and between the City of Joplin and Allgeier, Martin and Associates Inc. for engineering consulting services for a Supervisory Control and Data Acquisition (SCADA) system for the Turkey Creek Wastewater Treatment Facility (WWTF) and the Shoal Creek Wastewater Treatment Facility (WWTF), containing and emergency clause.

MEETING DATE
January 3, 2023

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2023-100 Ordinance; Agreement and Work Authorization

REVIEWED BY
Director of Public Works: Daniel Johnson; Assistant City Manager – Tony Robyn; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill is a work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc., for engineering consulting services not to exceed the amount of Ninety- Five Thousand and no/100 Dollars ($95,000.00) for a SCADA System at the Turkey Creek WWTF and the Shoal Creek WWTF.

BACKGROUND
During the budget process, Council approved the funds for replacement of the outdated SCADA system used at the Turkey Creek WWTF and the Shoal Creek WWTF. City staff and its contractors are unable to perform proper maintenance on the current systems due to aging technology. There are no longer any companies that offer maintenance for the current systems. Staff is requesting to enter into a contract with AMA to oversee the installation of the proposed SCADA systems. Staff have used the current SCADA at the City's twenty-seven Lift Stations for the past five years with great success. This system provides real-time information remotely. Bringing the treatment plants onto the same platform will improve maintenance service and reliability throughout the system. The City of Joplin is regulated by the Missouri Department of Natural Resources and the Environmental Protection Agency for its Permit. The SCADA system is an integral part of this process.

Allgeier Martin and Associates was chosen from the City's On-Call list as the most qualified engineering firm for this project.

FUNDING SOURCE
Wastewater Fund

RECOMMENDATION
Staff recommends approval of this Council Bill on an emergency basis, being an ordinance for infrastructure improvements, the availability of equipment, and to be an emergency within the

meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2023-100 **ORDINANCE NO.**

AN ORDINANCE Authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Ninety-Five Thousand and no/100 Dollars (95,000.00) for a Supervisory Control And Data Acquisition (SCADA) for the Turkey Creek Wastewater Treatment Facility (WWTF) and the Shoal Creek Wastewater Treatment Facility (WWTF), authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and containing an emergency clause;

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

Section 1. That the agreement by and between the City of Joplin and Allgeier Martin and Associates Inc. for engineering consulting services not to exceed the amount of Ninety-Five Thousand and no/100 Dollars ($95,000.00) for the selection and installation of a SCADA system for the Turkey Creek WWTF and the Shoal Creek WWTF; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

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 Sanitary Sewer fund.

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

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2023-100

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Lynden Lawson Assistant Director of Public Works for Operations		Attention: Mr. Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 560	Fax: 417-625-4738	**Project: WWTF SCADA Upgrades**	

WORK AUTHORIZATION NUMBER AMA-OC-023-002
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 of Joplin 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 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 always keep track of the number of hours billable under this contract; and any work more than 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-023-002** exceed the sum of **Ninety-Five Thousand and 00/100** Dollars **($95,000**).

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

hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage 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, 2023, 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 attorney's 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 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 all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: 01/03/2023

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-023-002 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 WWTF SCADA Upgrades)

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 SCADA upgrades at the Turkey Creek and Shoal Creek WWTF's.

1.1.3.2 Design of improvements for integration at the existing facilities.

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

1.1.3.4 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part time with an estimated construction duration of 6 months.

1.2 Planning and Design Phases.

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

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

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

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

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

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

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

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

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

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

1.3 Bidding and Construction Phase

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

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

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

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

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

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

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

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

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

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

passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

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

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

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

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's

superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or

directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

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

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

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

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

2. TERMS

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

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 2023-2025"; with a total compensation ceiling of $95,000 as set forth in Work Authorization Number AMA–OC-023-002 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	$50,000
Bidding and Construction Phase Engineering Services	$20,000
Resident Project Representation Services	$25,000
Total Estimated Maximum Fee – All Services	$95,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025
Principal/Engineer VI	$279	$289	$289
Principal/Engineer V	$248	$257	$269
Principal/Engineer IV	$225	$233	$243
Principal/Engineer III	$207	$215	$224
Project Manager/Engineer II	$184	$190	$199
Project Manager/Engineer I	$167	$173	$181
Technician III/GIS Specialist	$152	$157	$164
Technician III	$129	$133	$139
Technician II	$115	$119	$125
Technician I	$109	$112	$118
Two-Man GPS Survey Crew	$213	$220	$230
One-Man GPS Survey Crew	$167	$173	$181
Three-Man Survey Crew	$232	$240	$251
Two-Man Survey Crew	$184	$190	$199
Registered Land Surveyor II	$196	$203	$212
Registered Land Surveyor I	$173	$179	$187
Survey Crew Member	$88	$91	$95
Right of Way Specialist	$134	$139	$145
Project Representative III	$129	$133	$139
Project Representative II	$115	$119	$125
Project Representative I	$106	$110	$115
Secretary/Assistant	$88	$91	$95
Print Specialist	$88	$91	$91

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

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NON-LABOR RATES

Item	Rate
Travel	$0.62 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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-101 – authorizing the acceptance of a work authorization by and between the City of Joplin and Allgeier, Martin and Associates Inc. for engineering consulting services for Shoal Creek Wastewater Treatment Facility (WWTF) Nova Filter Replacement.

MEETING DATE
January 3, 2023

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2023-101 Ordinance; Agreement and Work Authorization

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

SUMMARY
This Council Bill is a work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc., for engineering consulting services not to exceed the amount of Three Hundred Fifty Thousand and no/100 Dollars ($350,000.00) for Shoal Creek WWTF Nova Filter Replacement.

BACKGROUND
During the budget process, staff decided to replace the Nova Filters at Shoal Creek because it has become harder to replace the parts needed since this type of filter has been discontinued. Staff has provided maintenance on these filters over the past several years and switched out key parts and components, but these parts are no longer available because of the filter system being discontinued.

Staff has the Diamond Fabric filtering system installed at the Turkey Creek Wastewater Treatment Facility with success. The tertiary filtering system currently being used at Shoal Creek is not sustainable. Switching to a new filtering system will make it easier for crews to clean the filters and for the plant to continue meeting discharge permit limits imposed by the Missouri Department of Natural Resources.

Allgeier Martin and Associates was chosen from the On-call Engineering list.

FUNDING SOURCE
Wastewater

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

COUNCIL BILL NO. 2023-101 **ORDINANCE NO.**

AN ORDINANCE Authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Three Hundred Fifty Thousand and no/100 Dollars ($350,000.00) for Shoal Creek Wastewater Treatment Facility (WWTF) Nova Filter Replacement, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and containing an emergency clause.

.

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

Section 1. That the agreement by and between the City of Joplin and Allgeier Martin and Associates Inc. for engineering consulting services not to exceed the amount of Three Hundred Fifty Thousand and no/100 Dollars ($350,000.00) for Shoal Creek WWTF Nova Filter Replacement; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

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 Sanitary Sewer fund.

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

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2023-101

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Lynden Lawson Assistant Director of Public Works for Operations		Attention: Mr. Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 560	Fax: 417-625-4738	**Project: Shoal Creek WWTF Filter Replacement**	

WORK AUTHORIZATION NUMBER AMA-OC-023-001
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

2. **Addition to Services**. The City of Joplin 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 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 always keep track of the number of hours billable under this contract; and any work more than 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-023-001** exceed the sum of **Three Hundred Fifty Thousand and 00/100** Dollars **($350,000**).

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

hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage 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, 2023, 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 attorney's 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 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 all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: 01/03/2023

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-023-001 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Shoal Creek WWTF Filter Replacement)

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 Replacement of tertiary filter equipment at the tertiary filter building.

1.1.3.2 Design of improvements for integration at the existing facilities.

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

1.1.3.4 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part time with an estimated construction duration of 8 months.

1.2 Planning and Design Phases.

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

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

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

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

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

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

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

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

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

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

1.3 Bidding and Construction Phase

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

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

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

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

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

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

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

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

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

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

passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

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

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

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

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's

superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or

directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

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

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

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

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

2. TERMS

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

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 2023-2025"; with a total compensation ceiling of $350,000 as set forth in Work Authorization Number AMA–OC-023-001 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services	$197,000
Bidding and Construction Phase Engineering Services	$70,000
Resident Project Representation Services	$83,000
Total Estimated Maximum Fee – All Services	$350,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025
Principal/Engineer VI	$279	$289	$289
Principal/Engineer V	$248	$257	$269
Principal/Engineer IV	$225	$233	$243
Principal/Engineer III	$207	$215	$224
Project Manager/Engineer II	$184	$190	$199
Project Manager/Engineer I	$167	$173	$181
Technician III/GIS Specialist	$152	$157	$164
Technician III	$129	$133	$139
Technician II	$115	$119	$125
Technician I	$109	$112	$118
Two-Man GPS Survey Crew	$213	$220	$230
One-Man GPS Survey Crew	$167	$173	$181
Three-Man Survey Crew	$232	$240	$251
Two-Man Survey Crew	$184	$190	$199
Registered Land Surveyor II	$196	$203	$212
Registered Land Surveyor I	$173	$179	$187
Survey Crew Member	$88	$91	$95
Right of Way Specialist	$134	$139	$145
Project Representative III	$129	$133	$139
Project Representative II	$115	$119	$125
Project Representative I	$106	$110	$115
Secretary/Assistant	$88	$91	$95
Print Specialist	$88	$91	$91

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

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NON-LABOR RATES

Item	Rate
Travel	$0.62 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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2023-102 Approval of a Work Authorization for design of the Filmore Bridge and Tin Cup Lift Station Improvements Project

MEETING DATE
January 3, 2023

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB 2023-102 Ordinance; Work Authorization AMA-OC-023-003; Exhibit Map

REVIEWED BY
Director of Public Works – Daniel Johnson; Assistant City Manager – Tony Robyn; Director of Finance – Leslie Haase; City Attorney – Peter Edwards; City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Filmore Bridge and Tin Cup Lift Station Improvements Project in the not to exceed amount of Two Hundred Fifty-Four Thousand and 00/100 Dollars ($254,000.00).

BACKGROUND
Installation of a parallel force main between the Filmore Bridge lift station and the gravity manhole along Apricot Road was completed in December of 2020. That project laid the groundwork for the upcoming Tin Cup Parallel Force Main project. City staff and AMA have identified needed improvements at the Filmore Bridge lift station and the Tin Cup Lift Station which will enhance the overall functionality and maintenance-related operations at both lift stations and the force mains that convey raw sewage toward the Shoal Creek Wastewater Treatment Facility. AMA was selected from the City's On-Call list as the engineering firm most qualified to provide professional engineering services for this project, having recently designed pump and electrical improvements of the Tin Cup LS in anticipation of the upcoming force main project. The consultant's fees are within industry standards for design and bidding services.

FUNDING SOURCE
FY 2022-2023 Wastewater fund

RECOMMENDATION
Staff recommends approval of this Council Bill on an emergency basis, being an ordinance for infrastructure improvements, the availability of equipment, and to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, these improvements need to be designed prior to construction of the upcoming Tin Cup Parallel Force Main project.

COUNCIL BILL NO. 2023-102 **ORDINANCE NO.**

AN ORDINANCE Authorizing a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services in the not to exceed amount of Two Hundred Fifty-Four Thousand and 00/100 Dollars ($254,000.00) for design of the Filmore Bridge and Tin Cup Lift Station Improvements project, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and containing an emergency clause.

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

Section 1. That a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services in the not to exceed amount of Two Hundred Fifty-Four Thousand and 00/100 Dollars ($254,000.00) for design of the Filmore Bridge and Tin Cup Lift Station Improvements project; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

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 Sanitary Sewer fund.

Section 4. That the City hereby declares this Ordinance, being an ordinance for infrastructure improvements and dealing with appropriations, the availability of equipment, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, these improvements need to be designed prior to construction of the upcoming Tin Cup Parallel Force Main project.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

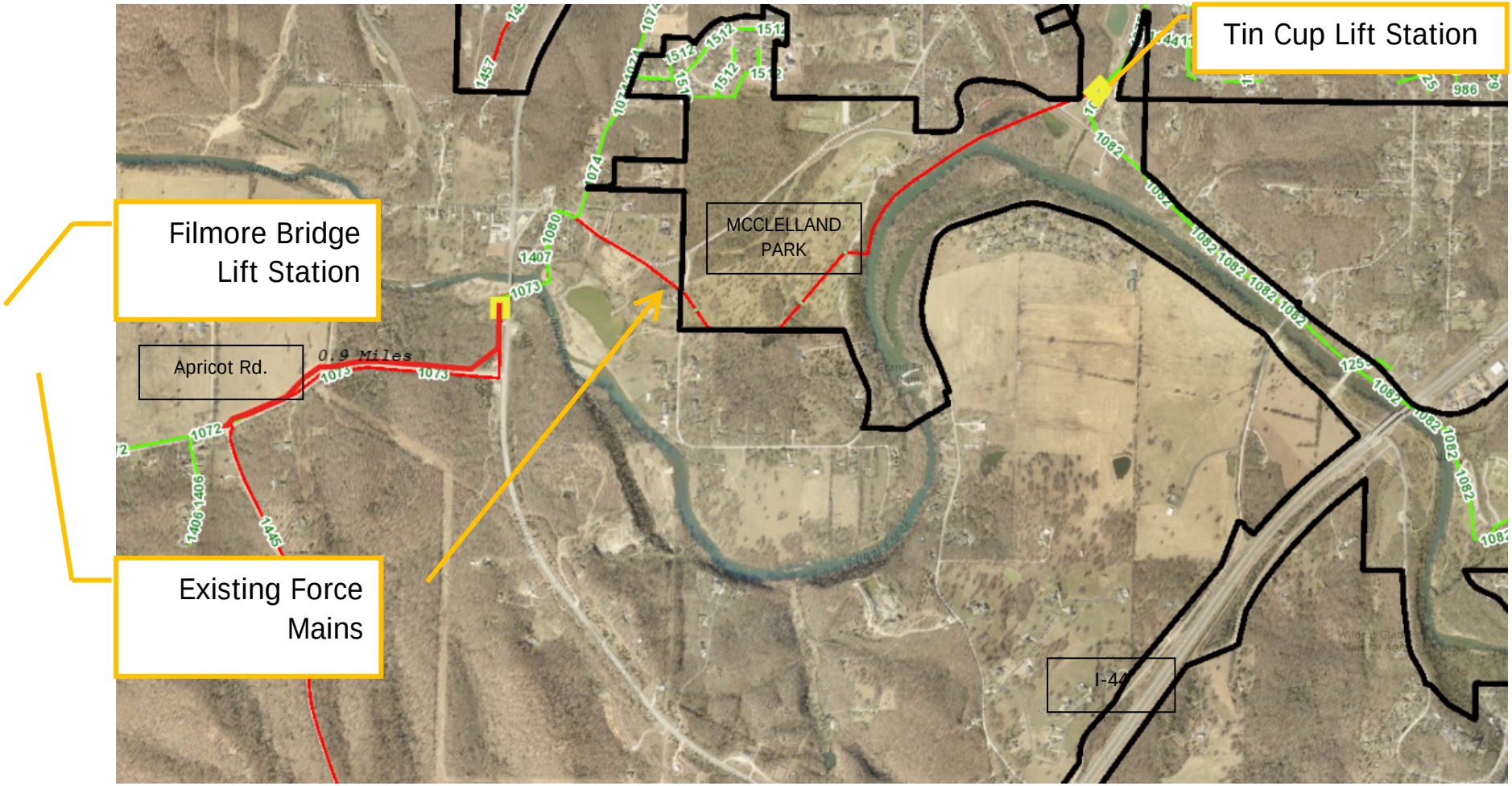
Peter C. Edwards, City Attorney

Council Bill 2023-102

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance



CB2023-102 Exhibit Map

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Lynden Lawson Assistant Director of Public Works for Operations		Attention: Mr. Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 560	Fax: 417-625-4738	**Project: Filmore Bridge Lift Station Modifications**	

WORK AUTHORIZATION NUMBER AMA-OC-023-003
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 of Joplin 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 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 always keep track of the number of hours billable under this contract; and any work more than 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-023-003** exceed the sum of **Two Hundred Fifty Four Thousand and 00/100** Dollars **($254,000**).

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

hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage 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, 2023, 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 attorney's 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 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 all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: 01/03/2023

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-023-003 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 Filmore Lift Station Modifications)

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 Piping and valve pit modifications to increase pumping capacity at the existing lift station complex. Existing pumps and electrical will be retained. Site improvements and survey as required. Structure modifications for additional flood protection. FEMA flood water elevation information available will be used and no hydraulic modeling of Shoal Creek is included.

1.1.3.2 Design of improvements for integration at the existing facilities.

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

1.1.3.4 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part time with an estimated construction duration of 6 months.

1.2 Planning and Design Phases.

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

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

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

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

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

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

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

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

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

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

1.3 Bidding and Construction Phase

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

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

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

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

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

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

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

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

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

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

by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

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

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

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

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

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

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions,

data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

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

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

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

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

2. TERMS

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

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 2023-2025"; with a total compensation ceiling of $254,000 as set forth in Work Authorization Number AMA–OC-023-003 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	
Survey Services	$12,000
Planning and Design Phase Engineering Services	$132,000
Bidding and Construction Phase Engineering Services	$44,000
Resident Project Representation Services	$66,000
Total Estimated Maximum Fee – All Services	$254,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025
Principal/Engineer VI	$279	$289	$289
Principal/Engineer V	$248	$257	$269
Principal/Engineer IV	$225	$233	$243
Principal/Engineer III	$207	$215	$224
Project Manager/Engineer II	$184	$190	$199
Project Manager/Engineer I	$167	$173	$181
Technician III/GIS Specialist	$152	$157	$164
Technician III	$129	$133	$139
Technician II	$115	$119	$125
Technician I	$109	$112	$118
Two-Man GPS Survey Crew	$213	$220	$230
One-Man GPS Survey Crew	$167	$173	$181
Three-Man Survey Crew	$232	$240	$251
Two-Man Survey Crew	$184	$190	$199
Registered Land Surveyor II	$196	$203	$212
Registered Land Surveyor I	$173	$179	$187
Survey Crew Member	$88	$91	$95
Right of Way Specialist	$134	$139	$145
Project Representative III	$129	$133	$139
Project Representative II	$115	$119	$125
Project Representative I	$106	$110	$115
Secretary/Assistant	$88	$91	$95
Print Specialist	$88	$91	$91

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

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NON-LABOR RATES

Item	Rate
Travel	$0.62 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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-500 – Approving a budget amendment for FY 2023

MEETING DATE
January 3, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-500 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; Fire Chief: Gerald Ezell; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2022-2023 Budget of the City of Joplin.

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

The Fire Chief proposes adding three swing Fire Captains in order to reduce overtime and ensure proper staffing of the fire stations with the required positions. The shortage in swing personnel is at the Fire Captain level. This proposal will be funded by a part of the Public Safety portion of the Use Tax dollars. The strategies within the reduce crime and increase safety included adding fire personnel. The Fire Chief presented this concept to the Proposition Action Committee at their December meeting, which received unanimous support from the committee to move forward for City Council consideration.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $286,100.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2023-500 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2022-161 on October 17, 2022, which estimated revenues and appropriated funds for the fiscal year 2022-2023; and,

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

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

Section 1. That fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing appropriations by the total amount of Two Hundred Eighty-Six Thousand One Hundred Dollars and No Cents ($286,100.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

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

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

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
3-Jan-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
101	Public Safety Sales Tax					
				$	-	
	Fire Department	101-6022-510-1010	Regular Wages			261,000
	Fire Department	101-6022-510-2010	Wearing Apparel			1,000
	Fire Department	101-6022-510-2050	Operational Supplies			500
	Fire Department	101-6022-510-2825	Safety Equipment			3,000
	Fire Department	101-6022-510-7305	Liability Insurance			5,600
	Fire Department	101-6075-510-8220	Operating Equipment			15,000
	Total Public Safety Sales Tax			$	-	286,100
	Grand Total			$	-	286,100

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-158 – Construction agreement with Joplin Industrial Electric Inc. for the remodel of the first floor of Joplin City Hall.

MEETING DATE
December 19, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB2022-158 Ordinance, Bid Tabulation, Construction Agreement

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

SUMMARY
This Council Bill approves a construction agreement with Joplin Industrial Electric Inc. for the remodel of the first floor of City Hall in the amount of Seventy-Eight Thousand, Five Hundred Fifty-Seven and 00/100 Dollars, ($78,557.00).

BACKGROUND
The Action Plans approved by City Council included a section on addressing declining neighborhoods. This section includes the addition of new staff positions in the neighborhood services department. These new staff along with the existing staff will be located on the first floor of city hall. In order to accommodate the staff, renovations are required; these improvements were approved in the 2022-2023 budget.

City staff prepared the construction drawings and bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Bids were opened on November 29, 2022. Joplin Industrial Electric Inc. was the low bidder.

The bid included two alternates in addition to the base bid. The budget will not allow for the award of Alternate 1; however, Alternate 2 could be awarded. Alternate 2 consists of the removal of the glass storefront in front of the elevators.

FUNDING SOURCE
General Fund Use Tax included in the Fiscal Year 2023 Budget

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

Public Works Department
Engineering Division
602 S Main Street
Joplin, Missouri 64801
417-624-0820

BID SUMMARY

PROJECT: 1st Floor Interior Renovations - Joplin City Hall
DATE OF BID OPENING: November 29th, 2022, 10:00 a.m.

CONTRACTOR	TOTAL BASE BID	Alternate #1	Alternate #2
Joplin Industrial Electric, Inc.	$78,557.00	$50,039.50	$4,725.00
American Construction, Inc.	$79,781.00	$61,856.00	$4,750.00
Engineer's Estimate	$75,000.00	$55,000.00	$5,000.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
JOPLIN INDUSTRIAL ELECTRIC, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

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

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

1st Floor Interior Renovations Joplin City Hall

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

As of January 1, 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 Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least 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. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least 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. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least 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 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.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Seventy-Eight Thousand, Five Hundred Fifty-Seven and 00/100 Dollars, ($78,557.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Seventy-Eight Thousand, Five Hundred Fifty-Seven and 00/100 Dollars, ($78,557.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

_

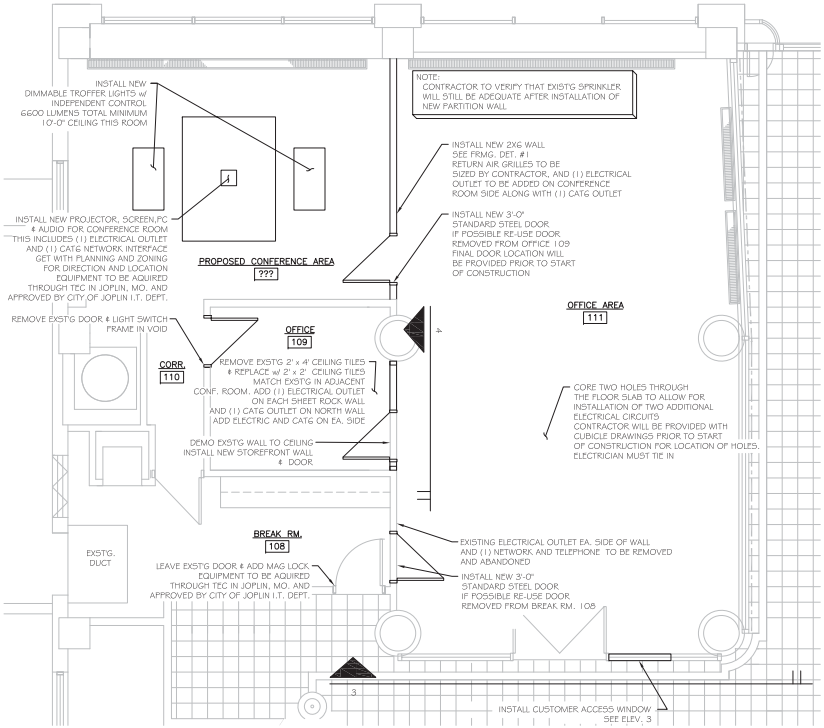
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Title:

CITY OF JOPLIN, MISSOURI

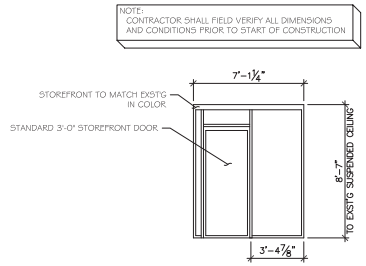
By: _____

Daniel Johnson, P.E.
Public Works Director



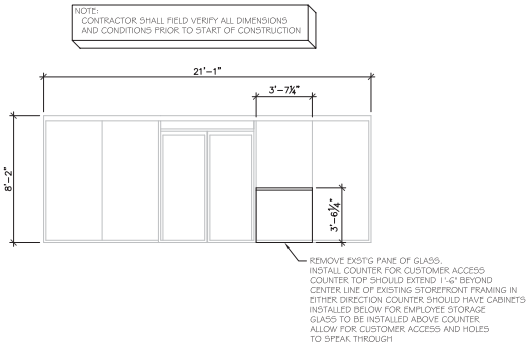
FIRST FLOOR PLAN

SCALE 1/4" = 1'-0"



PROPOSED OFFICE STOREFRONT ELEV. (4)

SCALE 1/4" = 1'-0"

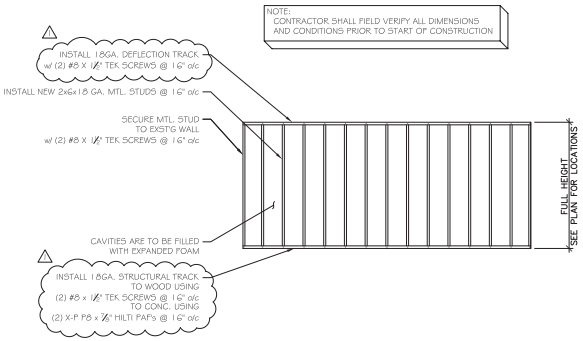


STOREFRONT ELEV. (3)

SCALE 1/4" = 1'-0"

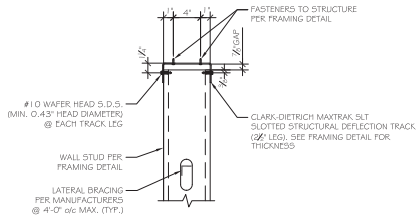
1st Floor revised 9.dwg

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 11/22/22	REVISION: PROJECT CHECK	SVYD BY: PNT FILE: N/A.TXT SVY DATE: ENGINEER: N/A	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\1ST FLOOR SCALE: ¼" = 1'-0"	DWN BY: PRINGLE CKD BY: N/A APD BY: N/A DATE: 11/2022	PROJECT 1ST FLOOR CITY HALL REMODEL	PLAN NO: 8536 SHEET 1 of 3

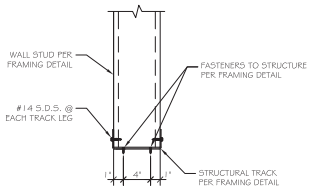


FRAMING DETAIL 1

SCALE 1/4" = 1'-0"



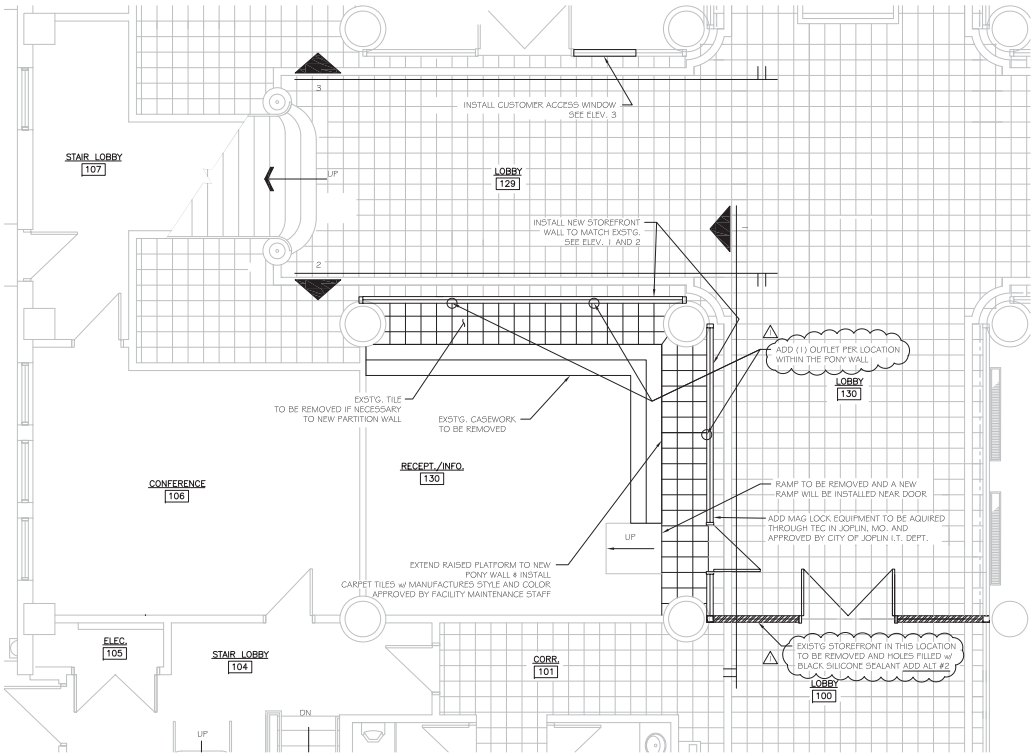
DEFLECTION TRACK



STRUCTURAL TRACK

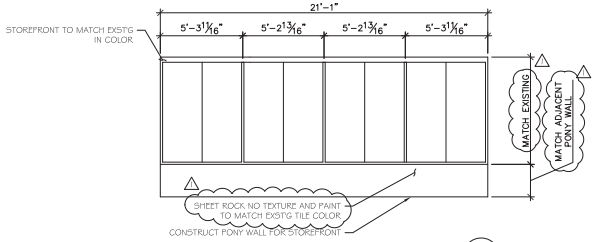
MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP! CALL BEFORE YOU DIG!

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 11/22/22	REVISION: PROJECT CHECK	SVYD BY: PNT FILE: N/A.TXT SVY DATE: ENGINEER: N/A	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\1ST FLOOR SCALE: 1/4" = 1'-0"	DWN BY: PRINGLE CKD BY: N/A APD BY: N/A DATE: 11/2022	PROJECT 1ST FLOOR CITY HALL REMODEL	PLAN NO: 8536 SHEET 2 of 3



FIRST FLOOR PLAN

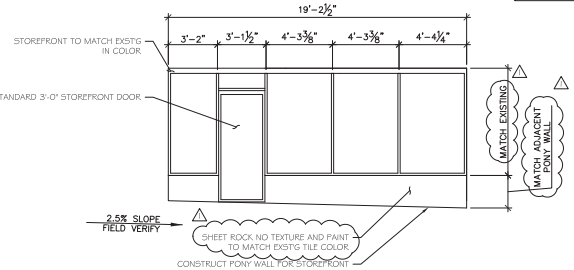
SCALE 1/4" = 1'-0"



STOREFRONT ELEV. 2

SCALE 1/4" = 1'-0"

NOTE:
CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION



STOREFRONT ELEV. 1

SCALE 1/4" = 1'-0"

1st Floor revised 9.dwg

CITY OF Joplin	CITY OF JOPLIN, MISSOURI DEPT OF PUBLIC WORKS DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 11/22/22	REVISION: PROJECT CHECK	SVYD BY: PNT FILE: N/A.TXT SVY DATE: ENGINEER: N/A	ACAD DWG FILE & PATH NAME: MISC.\BLDG. PLANS\1ST FLOOR SCALE: ¼" = 1'-0"	DWN BY: PRINGLE CKD BY: N/A APD BY: N/A DATE: 11/2022	PROJECT 1ST FLOOR CITY HALL REMODEL ADD ALTERNATE	PLAN NO: 8536 SHEET 3 of 3

COUNCIL BILL NO. 2022-158 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Joplin Industrial Electric Inc. in the amount of Seventy-Eight Thousand, Five Hundred Fifty-Seven and 00/100 Dollars, ($78,557.00) for the 1st Floor Remodel 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 agreement by and between the City of Joplin and Joplin Industrial Electric Inc. in the amount of Seventy-Eight Thousand, Five Hundred Fifty-Seven and 00/100 Dollars, ($78,557.00), a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the General Fund, appropriations having been approved in the 2022-2023 city budget.

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

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-403 – approving a public service agreement to fund the Homeless Management Information System

MEETING DATE
December 19, 2022

REVIEWED BY
Director of Planning, Development and Neighborhood Services – Troy Bolander, Director of Finance – Leslie Haase, City Attorney – Peter Edwards, Assistant City Manager – Tony Robyn City Manager – Nick Edwards

SUMMARY
The following agreement is between the City of Joplin and The Joplin Homeless Coalition for 2022 Community Development Block Grant funds.

BACKGROUND
The Homeless Management Information System (HMIS) database tracks the total number, special conditions, needs and demographics of the homeless. This database is an important tool to address the issue of homelessness and meet the needs of the City homeless. This database is also critical in demonstrating need in the process of leveraging non-City funds for the organizations who work for the prevention and the assistance of homelessness. The attached agreement is a renewal of funding for the Joplin Homeless Coalition to continue to manage the Homeless Management Information System. The funds will be used to offset licensing expenses as well as expenses related to the collection and reporting of data.

FUNDING SOURCE
This Council Bill provides Seventeen Thousand Dollars and Zero Cents ($17,000.00) from Community Development Block Grant B22MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2022 Action Plan.

Staff recommends approval of the agreement, so the Homeless Coalition can continue with HMIS database management under the CDBG program.

ATTACHMENTS
CB 2022-403 Ordinance
2022 Homeless Coalition Agreement

JOPLIN
MISSOURI

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

HOMELESS COALITION

FOR
2022 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2023 by and between the City of Joplin (herein called the "Grantee") and Homeless Coalition (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2022 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will manage and operate the Homeless Management Information System (HMIS) database on the homeless population in Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect data for HMIS system
- Input data into HMIS system
- Provide HMIS final report to Grantee
- Document expenses related HMIS system

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties	Time Allocation
Robin Smith	Chair	N/A

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2022 and end on the 31st day of December of 2023.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-22-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($17,000.00) will be reimbursed for items related to the operation of the HMIS system.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Seventeen Thousand Dollars and no cents $ 17,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Robin Smith
Title: Director of Planning, Development And Neighborhood Services	Title: Chair
Grantee: City of Joplin	Recipient: Homeless Coalition
602 S. Main Street	1027 S. Main Street, Suite 7
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417 782-4453

Fax: 1-417-625-4738 Fax: 417-7825-1690

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National
Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition
of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity
components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR
Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the

end of the contract period. Any interest earned on cash advances from the U.S.Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing

construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any

unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);

- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2023

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

The Homeless Coalition

_____

Name: Robin Smith, Economic Security Corp

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____Robin Smith _____(Name) and I am the __Chair____(Title) of the ___Homeless Coalition__(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2022-403 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2022 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City;

WHEREAS, the City of Joplin and the Homeless Coalition, are desirous of entering into an agreement whereby the Homeless Coalition will manage the Homeless Management Information System to benefit the Joplin homeless and the organizations that support them through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and the Homeless Coalition is entered into that describes the expenditure of 2022 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services is hereby authorized and directed, upon recommendation and approval of the City Council, 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.

_____
Douglas L. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2022-404 – approving a public service agreement between The City of Joplin and Economic Security Corporation to fund the Coordinated Entry Program.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
December 19, 2022

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Economic Security Corporation for 2022 Community Development Block Grant funds.

BACKGROUND;
The Coordinated Entry Program is a critical tool to address the issue of homelessness and meet the needs of the City homeless. The program is the point of contact for the framework of local organizations to assess need, shelter, transition, and permanently house participants. The entry program streamlines the referral network of poverty and homelessness organization as well as provides data for the Homeless Management Information Database system. The attached agreement is a renewal of funding for Economic Security Corporation to continue to administer the Coordinated Entry Program. The funds will be used to pay for personnel and office expenses.

FUNDING SOURCE
This Council Bill provides Fifty Thousand Dollars and Zero Cents ($50,000.00) from Community Development Block Grant B22MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2022 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

ATTACHMENTS
Coordinated Entry Agreement
CB 2022-404 Ordinance

JOPLIN
MISSOURI

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2022 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2023 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2022 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use CDBG funding to cover personnel and office expenses related to the Coordinated Entry Program. The Coordinated Entry Program allows for a more-efficient referral network to better service and house the homeless population of the City of Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system, and a monthly report on the number of persons met or serviced.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect, input and analyze data using HMIS and Housing Connect
- Document eligible expenses for reimbursement from the City of Joplin

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties
Tammy Walker	Oversight and Reporting
Shonna Greninger	Housing Resource Coordinator
Kelli Miller	Housing Case Manager

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2023 and end on the 31st day of December of 2023.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-22-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($50,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Fifty Thousand Dollars and no cents $ 50,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: John Joines
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation
602 S. Main Street	302 S Joplin
Joplin, Missouri 64801	Joplin, Missouri 64801

Phone: (417) 624-0820	Phone: 417 781-0352
Fax: 1-417-625-4738	Fax: 417-781-1234

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National
Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition
of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity
components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR
Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the

end of the contract period. Any interest earned on cash advances from the U.S.Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR

570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development

Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used

in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which

the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts

with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an

officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);

- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and
  24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et.

seq.);

- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2022

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: John Joines, Chief Executive Officer

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ____ John Joines _____and I am the __Chief Executive Officer____ of ___Economic Security Corporation). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2022-404 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2022 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Coordinated Entry Program to benefit the Joplin homeless through the Community Development Block Grant Program (CDBG).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of 2022 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, 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.

_____
Douglas L. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Case 068-22 – Site Plan Review

MEETING DATE:
January 3, 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
Assistant City Manager – Tony Robyn

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

SUMMARY REQUEST:
Case 068-22: Rezoning – 634 N Main St – A request to review the Site Plan for future development – Gus Properties, LLC

BACKGROUND:
Gus Properties LLC is requesting the review of this site plan for a new small apartment on the corner of N. Main St. and W. F St. The developer has met with City staff but is awaiting site plan approval before submitting plans for a building permit.
Residential apartment developments are permitted by right in the C-1 zoning district, however, the PD Planned Development Overlay requires a Site Plan Review by both the Planning and Zoning Commission and the City Council before development may proceed.
The proposed site plan meets all requirements under the zoning code, including, but not limited to, parking minimums and setbacks, landscaping, access management, and property line setbacks.
Certain items to note – access to the site is by the west alley off W. F St.

PLANNING & ZONING COMMISSION TESTIMONY:
Applicant was absent. Mr. Bolander recommended the case be tabled.

PUBLIC COMMENT;
No public comment.

RECOMMENDATIONS:
Staff recommends tabling Case 068-22.
Planning & Zoning Commission recommends tabling Case 068-22 (5 in Favor, 1 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: December 12, 2022
City Council Meeting: January 3, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Site Plan Review

CASE 068-22 A request to review the Site Plan for future development.

LOCATION 634 N. Main St, Joplin, MO 64801

APPLICANT Gus Properties LLC

PRESENT ZONING C-1-PD

PRESENT LAND USE Vacant

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	M-2	R-3	R-1
Land Use	Single-Family Residential	Storage Units	Single-Family Residential	Single-Family Residential

SUBDIVISION/TRACT

A part of North Heights Addition.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Main St.	Arterial	80′
W. F St.	Local	50′

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

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

No, the proposed use will not create an undue traffic hazard. Access to Main Street will be restricted to exit right turn only.

DISCUSSION

Gus Properties LLC is requesting the review of this site plan for a new small apartment on the corner of N. Main St. and W. F St. The developer has met with City staff but is awaiting site plan approval before submitting plans for a building permit.

Residential apartment developments are permitted by right in the C-1 zoning district, however, the PD Planned Development Overlay requires a Site Plan Review by both the Planning and Zoning Commission and the City Council before development may proceed.

The proposed site plan meets all requirements under the zoning code, including, but not limited to, parking minimums and setbacks, landscaping, access management, and property line setbacks.

Certain items to note – access to the site is by the west alley off W. F St.

Staff recommends approval of Case 068-22.

ENCLOSURES

- Map of property
- Application

Site Plan Review Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only

Case No.: 068-22
Filing Fee: $550.00
Received: 11/1/22
Advertised: 11/23/22
Proj. No.: 23 014

Applicant: GUS PROPERTIES LLC Phone No.: 417 850 3063

Address: PO Box 687, WEBB CITY, MO 64870 Email: GUSPROPERTIESLLC@gmail.com

Owner: GUS PROPERTIES LLC / Bob Higginbotham Phone No.: 417 850 3063

Address: PO Box 687, WEBB CITY MO 64870 Email: GUSPROPERTIESLLC@gmail.com

Location of Property: 634 N. MAIN

Present Use of Property: VACANT LOT Zoning: C-1-PD

Design Professional who Prepared the Plans: HUNTER MILLARD ARCHITECTS

Phone No.: 417-624 8872 Email: JEFF@HUNTERANDMILLARD.COM

Total Acres: .76

Instructions:
The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details, and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

To be shown on or submitted with the plans:

Yes	No	
☒	☐	Name of the project, address, boundaries, date, north arrow, and scale of the plan

634 N. MAIN (F & MAIN)

☒ ☐ Name and address of the owner of record, developer, and seal of the engineer, architect, or landscape architect

☐ ☐ Name and address of all owners of record of abutting parcels

☒ ☐ All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures

☒ ☐ Layout of any existing structures, streets, civic spaces or infrastructure and the location of natural features such as watercourses, steep grades, significant stands of trees, specimen trees or other significant or sensitive features. For developments in the "C-2" Central Business District, indicate design details to make new construction compatible with existing structures

☒ ☐ The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs, and fences. Location type and screening details for all waste disposal containers shall also be shown

☒ ☐ The Planner may require location, height, intensity, and bulb type (e.g., fluorescent, LED) of all external lighting fixtures, and the direction of illumination and methods to eliminate glare onto adjoining properties

☒ ☐ The location, height, size, materials, and design of all proposed signage

☒ ☐ A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas

☒ ☐ A landscape maintenance schedule detailing watering, pruning, and replacement of dead plant material.

☒ ☐ The location of all existing and proposed utility systems including sewer lines, sewer lateral lines, and manholes; water lines and fire hydrants; telephone, cable, internet, and electrical systems; and storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales

☒ ☐ Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable

☒ ☐ Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements.

☒ ☐ Zoning district boundaries adjacent to the site's perimeter shall be drawn and identified on the plan

☒ ☐ Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include the projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels; the projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and the impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.

☒ ☐ For new construction or alterations to any existing structure, a table containing the following information must be included. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; maximum number of employees; maximum seating capacity, where applicable; number of parking spaces existing and required for the intended use; a landscape plan for improving large areas of paved parking with appropriate landscaping may be required.

☐ ☒ Summary of the type, extent and outcomes from any public engagement or neighborhood meetings.

☒ ☐ Strategy indicating the estimated timing of development, and any other administrative details of implementing the plan through future final plats and site plans.

☒ ☐ Elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details

Submission of Documents: The following documents are **required** at the time of submission.

Yes No

☒ ☐ Were 20 copies of the required plans submitted? **Only 11x17 is permitted**.

☒ ☐ Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?

☒ ☐ Was the site plan review fee of $550.00 paid?

Site plans that do not meet minimum requirements will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: _____ **Date:** 11-10-22

Planned Development
Owner: Bob Higginbotham-GUS Properties LLC
Site: 634 n. Main St.

Owners of Record of Abutting Parcels

Deborah Thompson
114 W. F St.
Joplin, Mo. 64801

Justin M and Shaina Hicks
623 N. Joplin Ave.
Joplin, Mo. 64801

Justin M and Shaina Hicks
625 N. Joplin Ave.
Joplin, Mo. 64801

Judy Niday
621 N Joplin Ave.
Joplin, Mo. 64801

Earl W. & Michelle C Wilson H&W
619 N. Joplin Ave.
Joplin, Mo. 64801

Jon & Judith Fowler A TR
608 N. Main
Joplin, Mo. 64801

Terry L & Sandra K Osborne
119 W F St.
Joplin, Mo. 64801

Landscape Maintenance Schedule

New trees and shrubs will be installed with a drip line system.
Hardscape will consist of Gabion Rock over landscapers' fabric
Mowing is to be performed as needed according to seasonal requirements.
Deciduous leaves and excess grass clippings to be gathered and composted offsite or otherwise removed.
Trees will be pruned seasonally or as otherwise needed.
There will be no water retention facilities of ponds.

Water Quality During Construction

Owner will use common SWPPP Objectives and take the steps to comply with the terms and conditions of your construction general permit.
These steps include:

- Stabilize the site as soon as possible. Get site to final grade and either permanently or temporarily stabilize all bare soil areas as soon as possible.
- Take into consideration germination times for the grasses or other vegetation selected, and provide additional stabilization (mulches, matrices, blankets, soil binders) on erosion prone areas such as slopes and drainage ways.
- Also consider seasonal limitations to plant establishment and growth, such as drought or cold temperatures, and make an effort to ensure that areas that are not showing adequate vegetation establishment are reseeded or mulched immediately.
- Areas needed for future roads, construction, or other purposes should be temporarily stabilized.
- Establishing a vegetated cover on as much of the site as possible will help to minimize erosion and sediment problems.
- Perimeter controls should remain in place until final stabilization has been achieved. • Protect slopes and channels.
- Convey concentrated stormwater runoff around the top of slopes and stabilize slopes as soon as possible.
- Divert runoff from rooftops and other impervious surfaces to vegetated areas when possible to promote infiltration.
- Control the perimeter of site. Divert stormwater coming on to site by conveying it safely around, through, or under your site.
- Avoid allowing run-on to contact disturbed areas of the construction site. For the runoff from the disturbed areas of the site, install BMPs such as silt fences to capture sediment before it leaves site.
- Follow pollution prevention measures. Provide proper containers for waste and garbage at site.
- Store hazardous materials and chemicals so that they are not exposed to stormwater.
- Minimize the area and duration of exposed soils. Clearing only land that will be under construction in the near future.
- Additionally, minimizing the duration of soil exposure by stabilizing soils quickly can reduce erosion dramatically.

Development Timing

Application for building permit will be submitted within thirty days of Council Approval.
Construction will begin within thirty days of receipt of building permit.
Time of construction will be eighteen months from start of construction to certificate of occupancy.

Legal Description

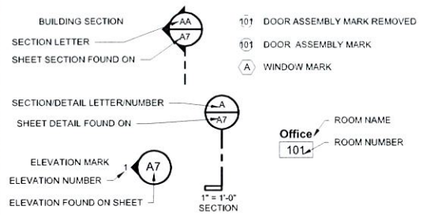
ALL OF LOTS NUMBERED FORTY-ONE (41), FORTY-TWO (42), FORTY-THREE (43) AND FORTY-FOUR
(44) IN NORTH HEIGHTS ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF
AND A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 3, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING A PART OF MISCELLANEOUS TRACT NO. FIVE (5), DESCRIBED AS FOLLOWS: A RECTANGULAR PARCEL OF LAND BEING 110.15 FEET IN WIDTH BY 111 FEET IN LENGTH, HAVING IT'S NORTH 110.15 FOOT SIDE COINCIDENT WITH THE SOUTH LINE OF "F" STREET AND ITS EAST 111 FOOT SIDE COINCIDENT WITH THE WEST LINE OF MAIN STREET, SAVE AND EXCEPTING THEREFROM THAT PART OF WHICH LIES NORTH AND EAST OF A LINE BEGINNING IN THE NORTH LINE OF SAID TRACT NO. 5 AT A POINT 43 FEET WEST OF THE NORTHEAST CORNER OF TRACT NO. 5, THENCE SOUTHEASTERLY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 95 FEET, TO A POINT IN THE EAST LINE OF SAID TRACT NO. 5, 36.3 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES.

Floor Plan Legend

SEE FLOOR PLAN LEGEND ON SHEET A2 FOR ADDITIONAL DETAILS

NEW EXT. 2 x 6 WOOD STUD WALL w/ 4" CMU VENEER

NEW INT. 2 x 4 WOOD STUD WALL w/ 5/8" GPDW ON BOTH SIDES



Floor Plan Abbreviations

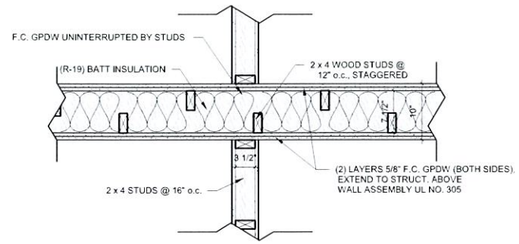
(N.I.C.)	NOT IN CONTRACT. FURNISHED AND INSTALLED BY OTHERS.
(TYP.)	TYPICAL
(RR)	RESTROOM
(DEMO)	DEMOLITION. DEMOLISH OR REMOVE
A.F.F.	ABOVE FINISH FLOOR
F.C. GPDW	FIRE CODE GYPSUM DRYWALL
F.E.	FIRE EXTINGUISHER
D.S.	DOWNSPOUT
F.D.	FLOOR DRAIN (SEE PLUMBING PLANS)
T.B.D.	TO BE DETERMINED
S.B.	SOUND BATT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

Floor Plan Notes

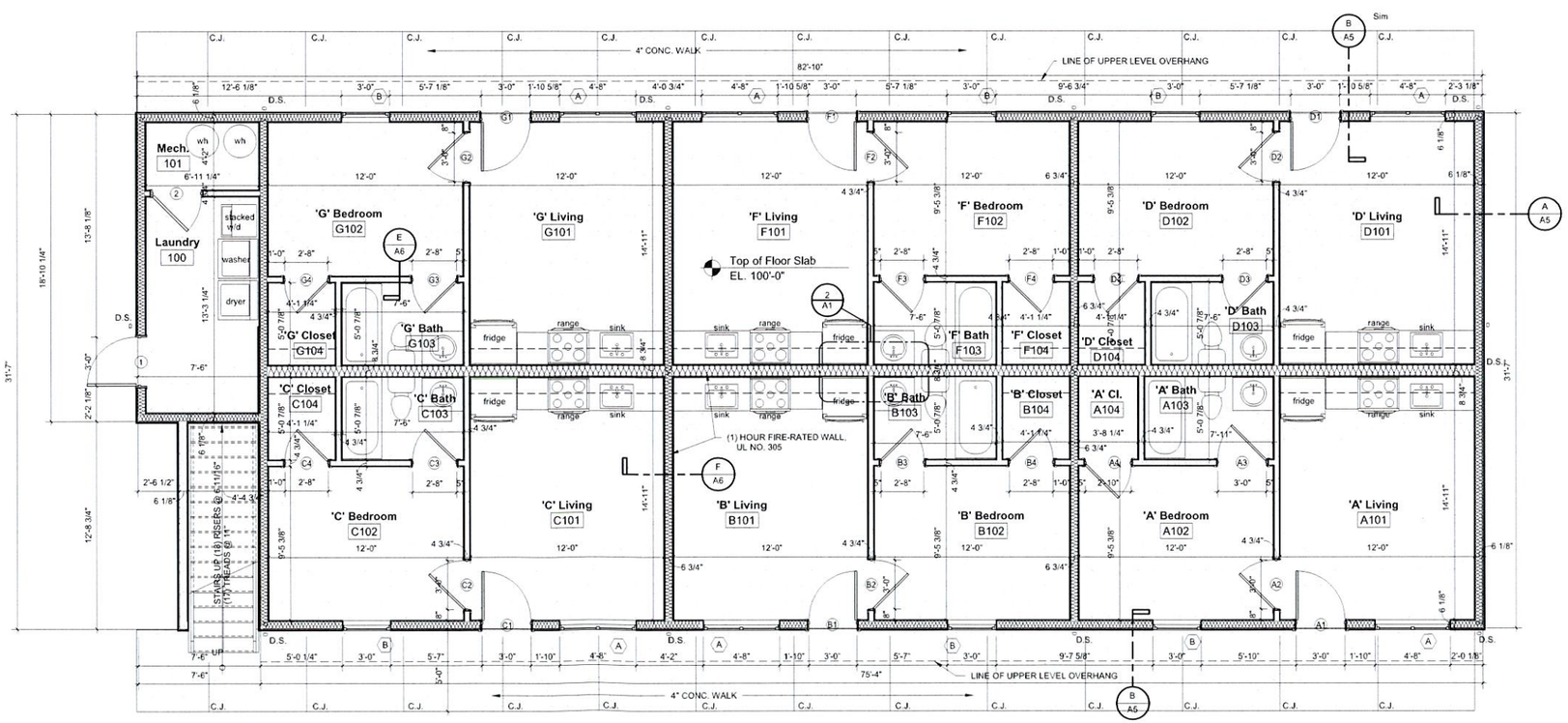
1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
3. SEE ROOM FINISH SCHEDULE/NOTES FOR FINISHES.
4. PROVIDE ADEQUATE BLOCKING IN WALLS FOR TOILET ACCESSORIES, PARTITIONS, SHELVING, MILLWORKS, ETC. VERIFY WITH OWNER OF ANY BLOCKING REQUIREMENTS OF ANY OWNER INSTALLED ITEMS.
5. FURNITURE & WINDOW TREATMENTS ARE NOT IN CONTRACT (N.I.C.) UNLESS OTHERWISE NOTED ON DRAWINGS.
6. MILLWORK CONTRACTOR SHALL FIELD VERIFY FINAL DIMENSIONS.
7. PROVIDE & INSTALL SOUND BATT INSULATION AT ALL INTERIOR WALLS
8. SEE PLUMBING, MECHANICAL, & ELECTRICAL SHEETS FOR IN-SLAB REQUIREMENTS.
9. SEE FLOOR PLAN NOTES ON SHEET A2 FOR ADDITIONAL INFORMATION

Framing Notes

1. ADD EXTRA STUD CENTERED AT 32" FROM THE BACK OF THE BUB WALL ON EACH END OF THE TUB, TYPICAL.
2. TO ALLOW FOR PROPER FIRE SEPARATION ASSEMBLY BETWEEN LIVING ROOMS N/M, J/K AND BEDROOMS M/L, J/H, THE ROOF TRUSSES SHALL NOT BE PLACED DIRECTLY OVER THE DIVIDING WALLS.



Detail Fire Wall Intersection (TYP.) — 2 / A1
SCALE: 1" = 1'-0"



Floor Plan 2,558 S.F. MAIN LEVEL
SCALE: 1/4" = 1'-0"

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

Revisions	By

New Apartment Building for
Gus Properties, LLC
306 Main St. Joplin, MO 64801

Preliminary
Not for Construction

Joey B. Millard, Architect
Missouri A-6845

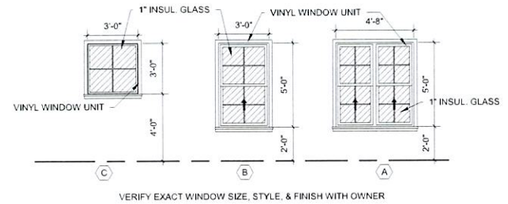
Drawn By	
Checked By	
Date	Oct. 26, 2022
Scale	As indicated
Job Number	2165

Floor Plan

A1

Door Notes

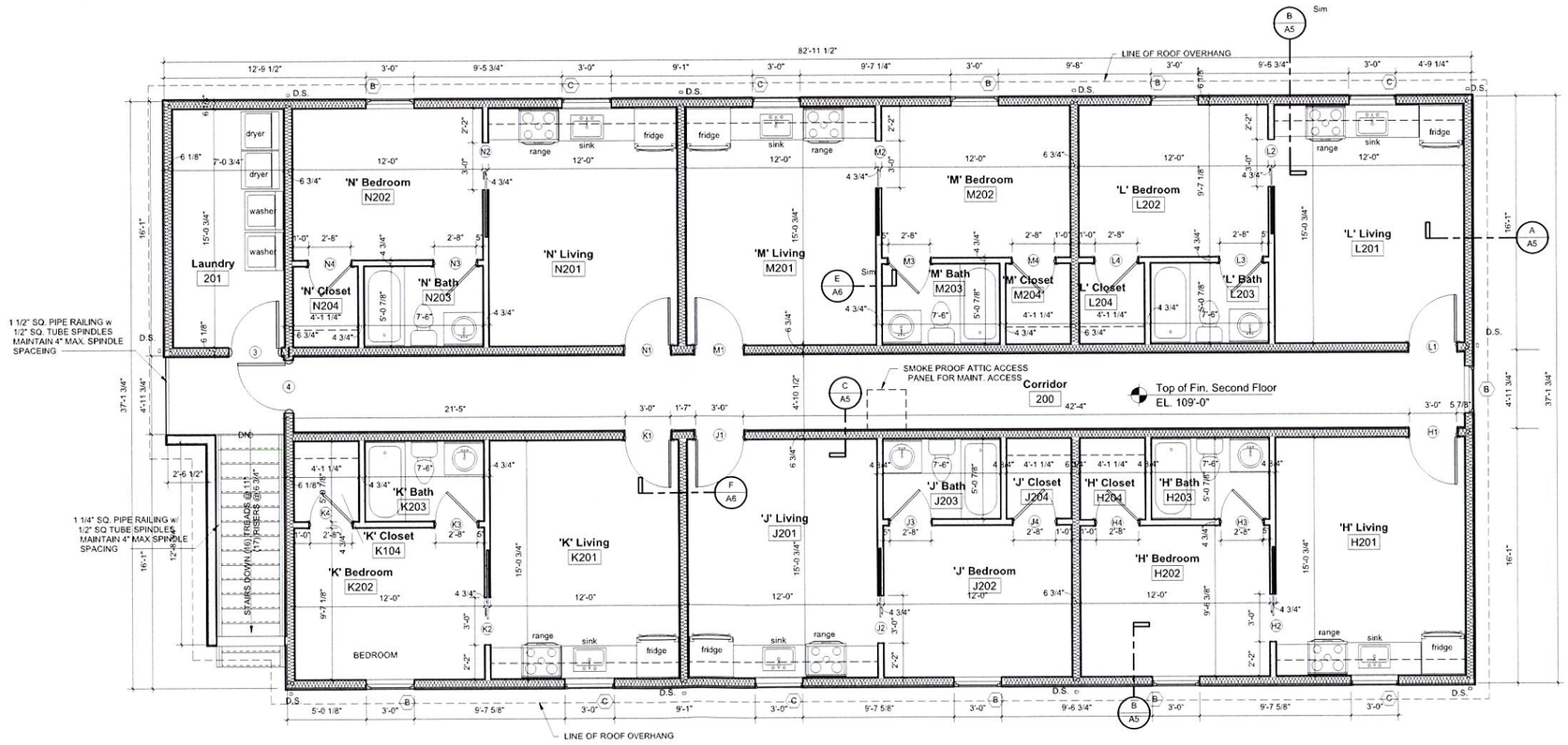
VERIFY ALL DOORS w/ OWNER/DEVELOPER BEFORE INSTALLATION.
APARTMENT ENTRY DOORS: ALL ENTRY DOORS SHALL BE 3'-0" x 7'-0", PRE-HUNG, 45 MIN. FIRE RATED DOORS
INTERIOR APARTMENT DOORS: ALL INTERIOR DOORS SHALL BE 2'-8" x 6'-8", PRE-HUNG, w/ STOP
DOORS MARK 1, 2, 3, & 4: DOORS MARK 1, 2, 3, & 4 SHALL BE 3'-0" x 7'-0", HOLLOW METAL, 45 MIN. RATED, w/ CLOSER & STOP
ATTIC ACCESS PANEL SHALL BE FIRE RATED & SMOKE PROOF



VERIFY EXACT WINDOW SIZE, STYLE, & FINISH WITH OWNER

Window Type Elevations

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



Second Level

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

2,942 S.F. SECOND LEVEL

NORTH

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Revisions	By

New Apartment Building for
Gus Properties, LLC
306 Main St. Joplin, MO 64801

Preliminary
Not for Construction

Jeffrey B. Millard, Architect
Missouri A-6845

Drawn By	Author
Checked By	Checker
Date	Oct. 26, 2022
Scale	1/4" = 1'-0"
Job Number	2165

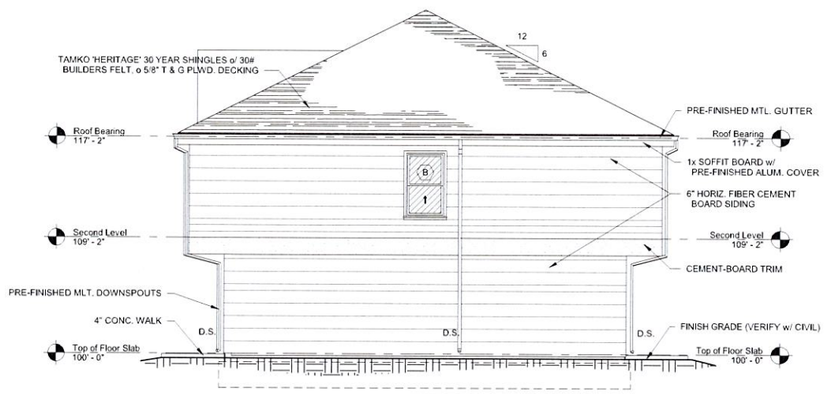
Second Level Plan

A2



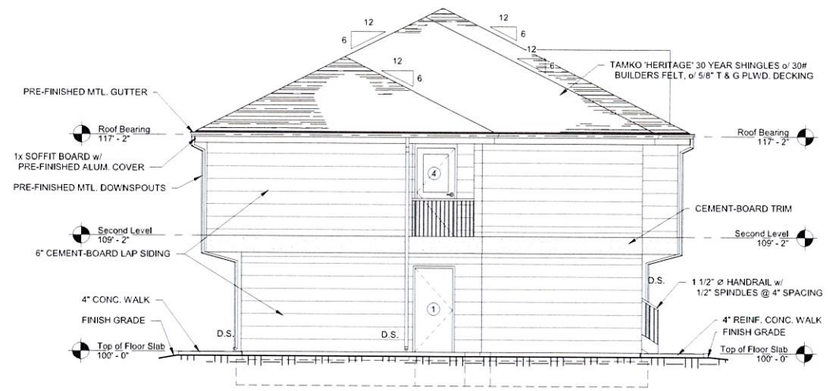
North Elevation

SCALE: 3/16" = 1'-0"



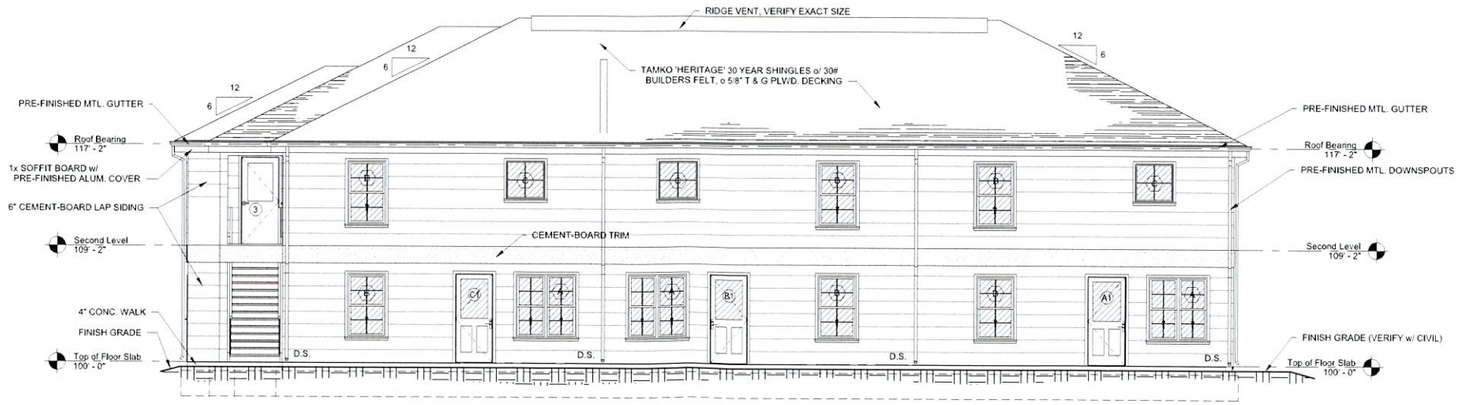
East Elevation

SCALE: 3/16" = 1'-0"



West Elevation

SCALE: 3/16" = 1'-0"



South Elevation

SCALE: 3/16" = 1'-0"

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Revisions | By

New Apartment Building for
Gus Properties, LLC
306 Main St. Joplin, MO 64801

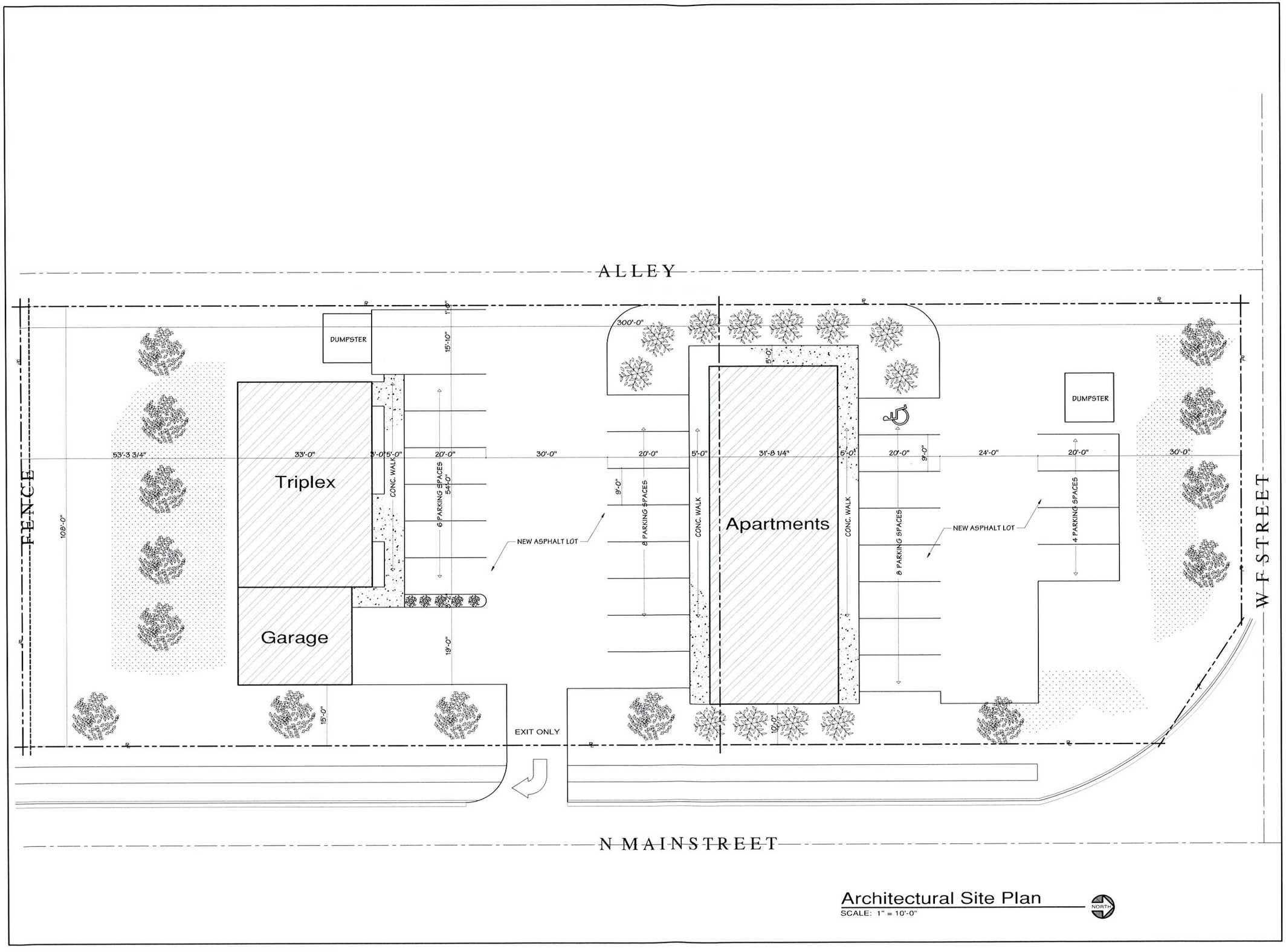
Preliminary
Not for Construction

Joey B. Millard, Architect
Missouri A-6845

Drawn By	
Checked By	
Date	Oct. 26, 2022
Scale	3/16" = 1'-0"
Job Number	2165

Exterior Elevations

A4



Architectural Site Plan

SCALE: 1" = 10'-0"

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REVISIONS	BY

...

Gus Properties

Southwest Corner of W. F and Main St. Joplin, MO 64801

Preliminary
Not for Construction

Elliott D. Hunter Architect
Missouri A-4617

Drawn By
...
Checked By
.....
Date
August 21, 2019
Scale
1" = 10'-0"
Job Number
1804
Addendum No. 2
Architectural Site Plan

C1

Floor Plan Notes

1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
3. SEE ROOM FINISH SCHEDULE/NOTES FOR FINISHES.
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Floor Plan Legend

NEW WOOD STUD WALL CONSTRUCTION

BUILDING SECTION — AA / A7
SECTION LETTER
SHEET SECTION FOUND ON

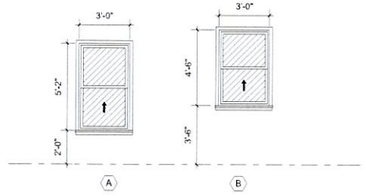
SECTION/DETAIL LETTER/NUMBER — A / A7
SHEET DETAIL FOUND ON

ELEVATION MARK — A7
ELEVATION NUMBER
ELEVATION FOUND ON SHEET

1" = 1'-0" SECTION

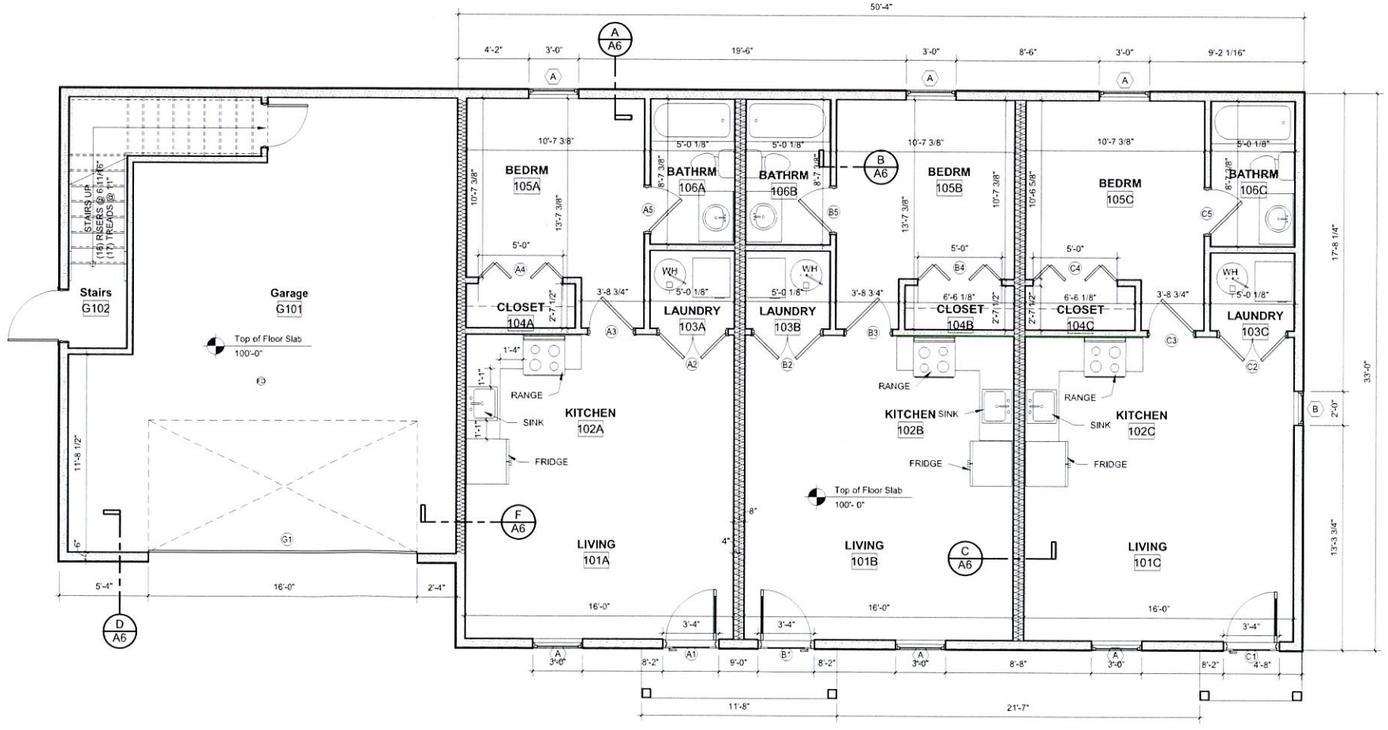
101 DOOR ASSEMBLY MARK REMOVED
101 DOOR ASSEMBLY MARK
A WINDOW MARK

Office 101 — ROOM NAME / ROOM NUMBER



Window Type Elevations

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



Floor Plan

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

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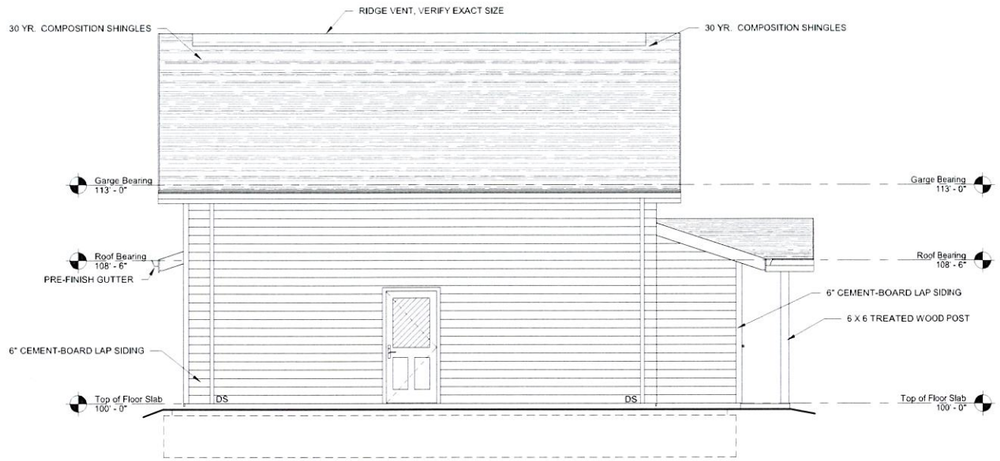
Revisions | By

New Construction for
Gus Properties, LLC
306 Main St. Joplin, MO 64801

PRELIMINARY
Not for Construction

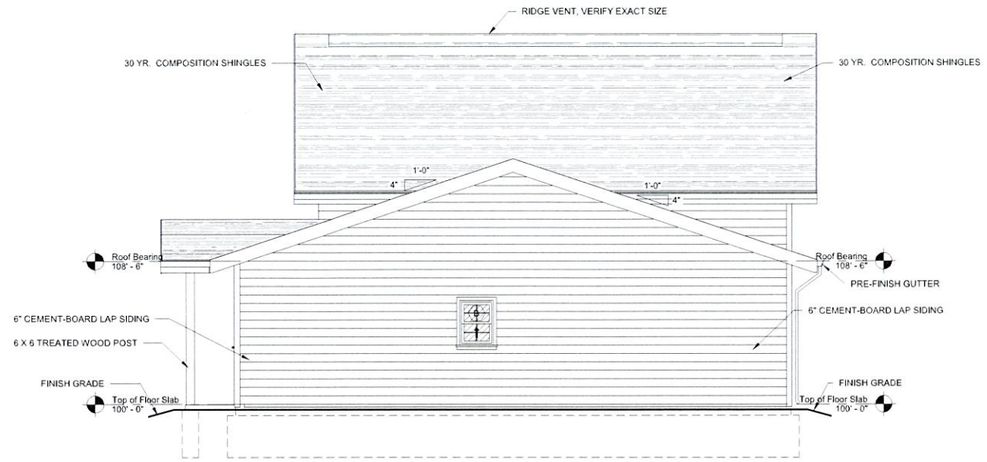
Drawn By: Author
Checked By: Checker
Date:
Scale: 1/4" = 1'-0"
Job Number: 22054
Floor Plan

A1



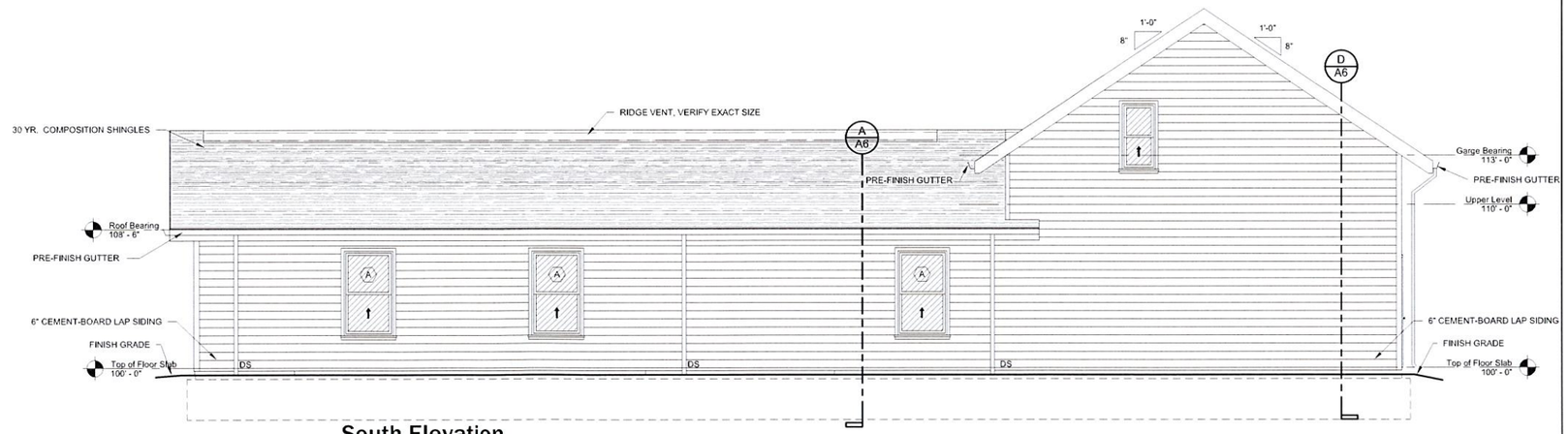
Left Elevation

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



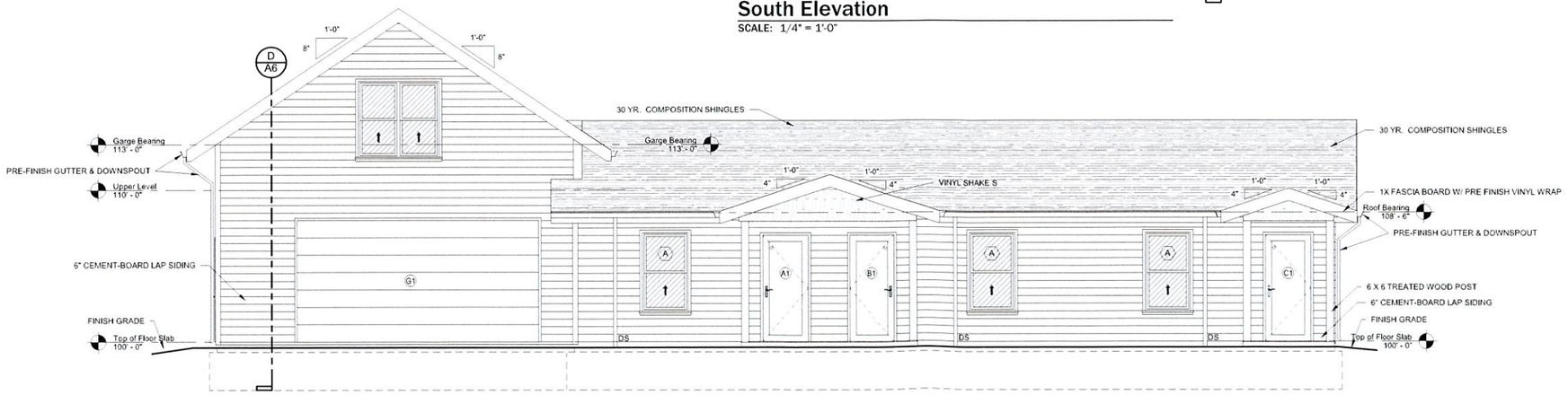
West Elevation

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



South Elevation

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



North Elevation

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

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Revisions | By

New Construction for
Gus Properties, LLC
306 Main St. Joplin, MO 64801

PRELIMINARY
Not for Construction

Drawn By: Author
Checked By: Checker
Date:
Scale: 1/4" = 1'-0"
Job Number: 22054
Elevations

A4

Case 068-22: Site Plan Review

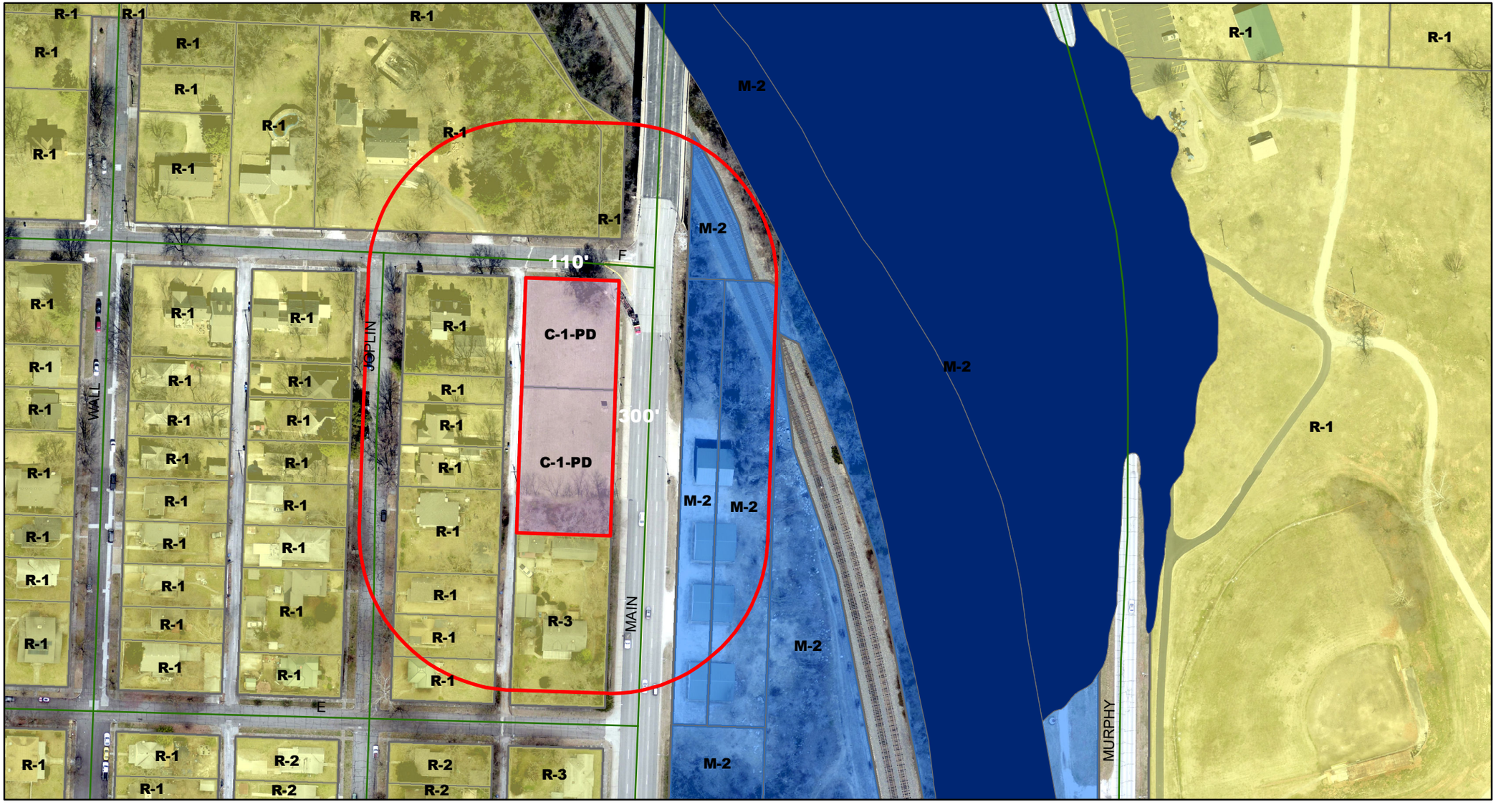
634 N. Main Street-A request to review a site plan-Gus Properties LLC

The applicant was not present.

Mr. Bolander stated in the absence of the applicant, Case 068-22 should be tabled.

MR. JACKSON MOVED THAT CASE 068-22 BE TABLED. MS. PHILLIPS SECONDED THE MOTION. MR. ROSENBERG VOTED IN OPPOSTION OF TABLING CASE 068-22. MOTION CARRIED. (5 IN FAVOR, 1 NAYS, 1 ABSENT)

Case 068-22 - Site Plan Review - 634 N Main St



634 N. Main St. – A request to review a site plan – Gus Properties LLC

N

0 60 120 240 360 480 Feet