JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 16, 2021
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia
In compliance with the social distancing requirement of six feet, the number of guests in the
Council Chambers is limited to 45.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Joplin High School STUCCO Update.
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Downtown Joplin Quarterly Report Presented By Lori Haun, Executive Director.

      Documents:

      DJA QUARTERLY FEB 2021 (002).PDF
   2. Health Department Update
   3. News From The Public Information Office
6. **Citizen Requests And Petitions**
7. **Public Hearings**
8. **Consent Agenda**
   1. Minutes Of The February 1, 2021 City Council Meeting

      Documents:

      DRAFT CC MINS. FEB. 1.PDF
   2. COUNCIL BILL NO. 2021-109

      AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Four Hundred Fifty Thousand, Six Hundred and 00/100 Dollars ($450,600.00) for the I-44 Interceptor Sewer Replacement (Phase 1) Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-109.PDF

3. COUNCIL BILL NO. 2021-252

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and include in District C-3 (Commercial) property as described below and located 2016 S. Prosperity Ave., City of Joplin, Jasper County, Missouri.

Documents:

CB2021-252.PDF

4. AMENDED COUNCIL BILL NO. 2021-253

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 (Two-family Residential) and include in District M-2 (Heavy Industrial) property as described below and located Approximately 375′ East and 200′ North of the intersection of W. 23rd St. and S. Walnut Ave., City of Joplin, Jasper County, Missouri.

Documents:

CB2021-253.PDF

5. AMENDED COUNCIL BILL NO. 2021-254
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 (Two-family Residential) and include in District R-1 (Single Family Residential) property as described below and located approximately 375′ East of the intersection of W. 23rd St. and S. Walnut Ave, City of Joplin, Jasper County, Missouri.

Documents:

CB2021-254.PDF

6. COUNCIL BILL NO. 2021-255

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) property as described below and located 3300 N Range Line Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB2021-255.PDF

7. COUNCIL BILL NO. 2021-257

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) property as described below and located 4330 & 4400 Swede Ln., City of Joplin, Jasper County, Missouri.

Documents:

CB2021-257.PDF

8. COUNCIL BILL NO. 2021-258

AN ORDINANCE establishing grades and accepting the Final Plat of Thawakle Subdivision located 3017 W. 26th Street. in the City of Joplin, Jasper County, Missouri.

Documents:

CB2021-258.PDF

9. Resolutions

1. RESOLUTION NO. 2021-004
A RESOLUTION allowing the Joplin Police Department to apply for three (3) grants under MoDOT's Highway Safety Program for Traffic Enforcement of DWI Saturation, HMV (Hazardous Moving Violations), and a DWI Full Time Unit to further efforts in reducing DWI crashes and crashes involving hazardous moving violations.

Documents:

RS2021-004.SUMMARY SHEET.PDF
RS2021-004-RESOLUTION.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2021-001
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Bykota REI LLC, a Colorado Limited Liability Company, for the purpose of redeveloping the property commonly known as 320 S. Moffett St. and referred to as the Olivia Apartments for the not to exceed price of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00); authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2021-001.SUMMARY SHEET .COJ BYKOTA AGREEMENT RE OLIVIA APARTMENTS.PDF
CB2021-001. BYKOTA -COJ COOPERATIVE AGREEMENT_PCE REVISIONS 2 10 2021.PDF
CB 2021- 001- ORDINANCE - RE COJ BYKOTA AGREEMENT RE OLIVIA APARTMENTS.PDF

2. COUNCIL BILL NO. 2021-106

AN ORDINANCE authorizing the City of Joplin, Missouri ("City"), a municipal corporation, to enter into an agreement with Newton County, Missouri ("County"), a political subdivision of the State of Missouri, for the purpose of acquiring sanitary sewer easements associated with the Tin Cup Parallel Force Main project and the Crane Rd./Arbor Hills Lift Station Elimination project; authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin; and containing an emergency clause

Documents:

CB2021-106_MOU TIN CUP PARALLEL FORCE MAIN AND CRANE RD PROJECT SIGNED BY BILL REIBOLDT.PDF
CB2021-106_EXHIBIT MAP - NEWTON CO MEMORANDUM OF UNDERSTANDING.PDF
CB2021-106_ORDINANCE_NEWTON COUNTY MOU RE ESMTS.PDF
CB2021-106_SUMMARYSHEET_NEWTON COUNTY MOU RE ESMTS.PDF

3. COUNCIL BILL NO. 2021-503
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause.

Documents:

CB 2021-503 SUMMARY BUDGET AMENDMENT FY 2020.PDF
CB 2021-503 BUDGET AMENDMENT ORDINANCE.PDF
CB 2021-503 SCHEDULE A 2020 FINAL BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2021-112
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2021-112 BID SUMMARY SHEET - REHAB TOOLBOX.PDF
CB2021-112 EXHIBIT MAP 1.PDF
CB2021-112 COUNCIL BILL - 2021-2023 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM.PDF
CB2021-112 SCHEDULE OF BID PRICES - 2021-2023 TOOLBOX TOB 01-13-21.PDF
CB2021-112 AGREEMENT 00500JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - 2021.PDF
CB2021-112 SUMMARY SHEET - 2021-2023 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Confirm Appointments To Parks/Stormwater Citizen's Committee

2. Closed Session

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(2)(3) RS Mo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

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 city council 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 to. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment. If you need to present a visual or have handouts, you must provide 12 copies of the material to the City Clerk.

Notice posted at _____ p.m. on this _____ day of _____ (RSMo 610.020)

DOWNTOWN JOPLIN ALLIANCE

Partnering with small businesses and entrepreneurs to create a thriving Joplin.

Quarterly Report: February 2021

STATS FROM 2017-2020

54 **NEW BUSINESSES**

Unique locally owned businesses from salons to breweries to bakers created more than 100 jobs.



PUBLIC/PRIVATE INVESTMENT



54,700,000

Dollars spent to renovate, build, and update downtown

7365 **VOLUNTEER HOURS**

With a value of over $200,000 our volunteers are dedicated to downtown!



EMPIRE MARKET



644,000

in revenue generated by our small businesses and farms who call the Market home since opening in 2018.

A thriving downtown makes for a thriving Joplin

For more information or to donate visit www.downtownjoplin.com

Staff

Lori Haun, Executive Director
Ivy Hagedorn, Market Coordinator
Shelby Witzman, Communications

Board

Jeff Neal, President
Chad Brueckner, Vice President
Lindsay Gagnon, Treasurer
Chelsea Conley, Secretary
Kristen Sheafer
Naomi Gonzales
Jordan Greenfield
Scott Sullivan
Melodee Colbert-Keen
Taylor Cunningham, Ex-Officio
Doug Lawson, Ex-Officio

DOWNTOWN JOPLIN ALLIANCE
931 E 4th Street
Joplin MO 64801

417-529-3888

Lori@DowntownJoplin.com

We leverage both the art and science of downtown revitalization to create a better quality of life for all. The result of these efforts is a community with strong social cohesion and economic opportunity; a downtown that supports and sustains innovation and opportunity; places where people of diverse perspectives and backgrounds come together to shape the future. Ultimately, we strive to create a place where people love to be. A place that values its history, but looks forward, ready for the future.

DOWN TOWN

DOWNTOWN JOPLIN ALLIANCE

Partnering with small businesses and entrepreneurs to create a thriving downtown.

Quarterly Report: February 2021

Endangered Properties Program

- Olivia has been property of focus since summer 2020
- Continued updating building inventory
- Structure and process for program in place
- Other buildings of interest: Carnegie Library, Thomas Fruit Co, Union Depot

Empire Market Community Gardens

- February 6 hosted Youth Volunteer Corps and Eric Osen with the master gardeners to build "keyhole" planting bed.
- Community Gardens available now for spring planting
- Future classes planned

Third Thursday

- Third Thursday tentatively to return April 15
- Vendor signup will open shortly

Clean Team

- Will begin early March
- Twice per month
- Volunteer groups signing up now.

- Empire Market
- Passport Program
- Clean Team
- Downtown Branding
- Eat, Shop, Play Events
- Historic Walking Tours

- Holiday Events
- Small Business Saturday
- New Business Welcome
- Monthly Newsletter
- Business Resources
- B2B Community

Downtown is the heart of our community

For more information or to donate visit
www.downtownjoplin.com

JOPLIN CITY COUNCIL
FEBRUARY 1, 2021
MEETING MINUTES

CALL TO ORDER

The February 1, 2021 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Barbara Gollhofer.

PLEDGE OF ALLEGIANCE to the United States of America was led by Mr. Stinnett.

ROLL CALL

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

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

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

REPORTS AND COMMUNICATIONS

Health Department Update: presented by Health Director Ryan Talken. To date, 115 Joplin residents have died due to the coronavirus. There are 129 active cases. The 7-day average of positive cases is 20.5. There are 40 combined hospitalizations, of which 18 are Joplin residents. Director Talken stated the stats are trending downward, but to continue using caution and following guidelines for preventing the spread of the virus.

The City of Joplin and Jasper County Health Departments and other community partners assisted the National Guard to help administer 1,002 doses of the coronavirus vaccine during a drive-through vaccination clinic on Friday, January 29 at the Joplin Athletic fields. Director Talken stated the clinic was very successful due to the planning and coordination efforts of many partners. A future clinic will be held at MSSU, but only 250 doses of the vaccine will be available. Details will be released soon.

Mayor Stanley asked Director Talken if there is recommendation regarding the Recovery Plan. Director Talken recommended no changes be made at this time.

News from Public Information Officer Lynn Onstot

The City of Joplin and Jasper County Health Departments announce a community COVID-19 testing site will be offered on Friday, February 5 at Access Family Care, 530 S. Maiden Lane in Joplin. Testing will be done from 9 a.m. to 1 p.m. According to the Missouri Department of Health and Senior Services, Missouri residency is the only requirement; individuals do not have to live in the county in which they are tested, and they do not have to be experiencing symptoms. Missouri residents who wish to be tested with an anterior nasal swab to determine if they have an active COVID-19 infection can do so at no cost to the individual. Missourians can register online for testing events at health.mo.gov/communitytest and click on this date and location option.

Citizens should watch for future announcements about vaccination opportunities in our area. As

the Health Department receives vaccine supply, staff will work with area health partners to schedule vaccine clinics. There is a limited inventory and clinics may be offered when supply and resources are available. The City will announce the dates and hours through the local news media and City website. Citizens can sign up to receive City news releases to get notifications about future clinics by using the Notify Me feature of the City's website at joplinmo.org. Select the News Flash option and then City News category. Then they can choose to receive a text or an email when a news release is posted on the City's website. The vaccines will be given to individuals qualifying in the tier groups identified by the State of Missouri in their vaccination plan. For more information about the plan, go to MoStopsCovid.com.

If you and your family have cabin fever, you could be a tourist in your own backyard. There are various activities offered in the area that allows for social distancing for participants. For example, George Washington Carver National Monument has programs for Black History Month, and many of the art galleries have new exhibits. To learn more, go to VisitJoplin. Com. or joplinmo.org

CITIZEN REQUESTS AND PETITIONS
Tom Robertson spoke on his concern regarding switching Essential Air Service for Joplin from American Airlines to SkyWest.

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

Public Hearing for Council Bill No. 2021-252
Mayor Stanley opened the Public Hearing.

Barry Brown, owner of the property, spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Council Bill No. 2021-252
Mr. Stinnett introduced Council Bill No. 2021-252 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and include in District C-3 (Commercial) property as described below and located 2016 S. Prosperity Ave., City of Joplin, Jasper County, Missouri.
Motion by Mr. Stinnett, second by Mr. Monteleone to pass Council Bill No. 2021-252 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-252.**

Public Hearing for Council Bill No. 2021-253
Mayor Stanley opened the Public Hearing.

Dale Mitchell, owner of the property, spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed

Council Bill No. 2021-253 - Motion to amend
Motion by Mr. Copple, second by Mr. Lawson to amend Council Bill No. 2021-253 to read…

property as described below and located Approximately 375' ~~West~~ East *and 200' North of the intersection of W. 23rd St. and S. Walnut Ave., City of Joplin, Jasper County, Missouri.* Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

Amended Council Bill No. 2021-253

Dr. Reid Adams introduced Amended Council Bill No.2021-253 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 (Two-family Residential) and include in District M-2 (Heavy Industrial) property as described below and located Approximately 375' East and 200' North of the intersection of W. 23rd St. and S. Walnut Ave., City of Joplin, Jasper County, Missouri. Motion by Dr. Reid Adams, second by Mr. Cortez to pass Amended Council Bill No. 2021-253 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Amended Council Bill No. 2021-253.**

Public Hearing for Council Bill No. 2021-254

Mayor Stanley opened the Public Hearing.

Dale Mitchell, owner of the property, spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed

Council Bill No. 2021-254 – Motion to amend

Motion by Mr. Cortez, second by Mr. Lawson to amend Council Bill No. 2021-254 to read…*property as described below and located approximately 375' ~~West~~* East *of the intersection of W. 23rd St. and S. Walnut Ave, City of Joplin, Jasper County, Missouri.* Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was amended.

Amended Council Bill No. 2021-254

Mr. Lawson introduced Amended Council Bill No. 2021-254 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 (Two-family Residential) and include in District R-1 (Single Family Residential) property as described below and located approximately 375' East of the intersection of W. 23rd St. and S. Walnut Ave, City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Copple to pass Amended Council Bill No. 2021-254 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Amended Council Bill No. 2021-254.**

Public Hearing for Council Bill No. 2021-255

Mayor Stanley opened the Public Hearing.

Gil Stevens, a representative of Brookside Developers, spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Council Bill No. 2021-255

Mr. Stinnett introduced Council Bill No 2021-255- an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) property as described below and located 3300 N Range Line Rd., City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Cortez to pass Council Bill No. 2021-255 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-255.**

Public Hearing for Council Bill No. 2021-256

Mayor Stanley opened the Public Hearing.

No one appeared in favor of, or in opposition to this item.

The Public Hearing was closed

Council Bill No. 2021-256

Mr. Lawson introduced Council Bill No. 2021-256 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) property as described below and located 4409 Swede Ln., City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Stinnett to strike Council Bill No. 2021-256 from the agenda. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. **Council Bill No. 2021-256 was stricken.**

Public Hearing for Council Bill No. 2021-257

Mayor Stanley opened the Public Hearing.

No one appeared in favor of, or in opposition to this item.

The Public Hearing was closed

Council Bill No. 2021-257

Mr. Lawson introduced Council Bill No. 2021-257 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) property as described below and located 4330 & 4400 Swede Ln., City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Copple to pass Council Bill No. 2021-257 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2021-257.**

CONSENT AGENDA

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

Minutes of the January 19, 2021 City Council meeting.

COUNCIL BILL NO. 2021-104 - AN ORDINANCE approving an agreement with Waste Corporation of Missouri LLC (WCA) to provide trash and solid waste removal at city buildings and facilities and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2021-013**

COUNCIL BILL NO. 2021-400 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Economic Security Corporation of Southwest Area that pertains to 2019 HOME funds; authorizing the City Manager or his designee to execute same on behalf of the City. **Ordinance No. 2021-014**

COUNCIL BILL NO. 2021-401 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson Associates for Transportation Planning Services relating to an Active Transportation Assessment for the City of Joplin. **Ordinance No. 2021-015**

RESOLUTIONS

RESOLUTION NO. 2021-003

Mr. Stinnett introduced Resolution No. 2021-003 - a resolution authorizing the City Manager to submit a resolution of support and application to the Missouri Department of Transportation's Transportation Alternatives Program for grant funding for the construction of Phase I of the Tin Cup Trail. Motion by Mr. Stinnett, second by Mr. Monteleone to approve Resolution No. 2021-003. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. **Resolution No. 2021-003**

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-107

Mr. Cortez introduced Council Bill No. 2021-107 - an ordinance approving an agreement with Allied Services, LLC. to provide curbside trash and recycling pick-up for single-family and duplex residential living units and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Monteleone that Council Bill No. 2021-107 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-016**

City staff was directed to draft a five-year plan with Allied Services and to include the Solid Waste Advisory Commission in the discussion. The draft will be presented at a future council meeting.

COUNCIL BILL NO. 2021-108

Mr. Cortez introduced Council Bill No. 2021-108 – an ordinance approving a Purchase Order be issued to Heritage Tractor in the amount of One Hundred Twelve Thousand Five Hundred Fifty-Three and 96/100 Dollars ($112,553.96) for the purchase of a Cab Tractor and rotary deck; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2021-108 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-017**

COUNCIL BILL NO. 2021-350

Mr. Stinnett introduced Council Bill No. 2021-350 - 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 lot area located at 823 W. 6th St. in the City of Joplin, Missouri, for Two Thousand Six Hundred and 00/100 Dollars ($2,600.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Reid Adams that Council Bill No. 2021-350 be approved on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2021-018**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-109

Mr. Stinnett introduced Council Bill No. 2021-109 - an ordinance approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Four Hundred Fifty Thousand, Six Hundred and 00/100 Dollars ($450,600.00) for the I-44 Interceptor Sewer Replacement (Phase 1) 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. Monteleone that Council Bill No. 2021-109 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2021-109**

COUNCIL BILL NO. 2021-258

Mr. Cortez introduced Council Bill No. 2021-258 - an ordinance establishing grades and accepting the Final Plat of Thawakle Subdivision located at 3017 W. 26th Street in the City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2021-258 be passed on First Reading and advanced to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was read as **Council Bill No. 2021-258**

ORDINANCES – SECOND AND THIRD READING

UNFINISHED BUSINESS

OTHER BUSINESS

NEW BUSINESS

Frank Thompson addressed Council regarding the EAS air agreement/American Airlines.

Mr. Stinnett asked for an update on the list for the Parks/Stormwater tax renewal committee. Mayor Stanley stated the list would be presented at the work session on Monday, February 8. Mr. Stinnett also asked the city council to consider reactivating the Finance Oversight Committee to review expenses and revenues for proposed future projects.

Mr. Copple asked for clarification of the definition of a flight in the EAS agreement. Per city staff, an arrival/departure is a flight. Further discussion on EAS questions will be scheduled soon.

There being no further business, the meeting adjourned at 8:24 p.m.

Respectfully,

Barbara Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2021-109 - Work Authorization for the I-44 Interceptor Sewer Replacement (Phase 1) Project

MEETING DATE
February 1, 2021

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
CB 2021-109 Ordinance; Work Authorization WA AMA-OC21-002, Exhibit Map 1 & 2

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

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. for the I-44 Interceptor Sewer Replacement (Phase 1) Project in the not to exceed amount of Four Hundred Fifty Thousand, Six Hundred and 00/100 Dollars ($450,600.00)

BACKGROUND
the primary source of wastewater that flows into the Tin Cup lift station flows through the so-called, "I-44 Interceptor Sewers," serving an extensive basin in the south extremities of current Joplin city limits. The attached Exhibit Map 2 shows the basin's limits, and also indicates that portions of the piping network flow through the Village of Leawood. In recent decades, significant developments have occurred within the basin, resulting in a greatly reduced level of service. Specifically, Mercy Hospital, Joplin's South Middle School, and the wastewater collection system within Silver Creek were built; additional flows are expected from the upcoming Menard's development currently planned near Sam's Club. In its 2020 Wastewater Facilities Plan, Allgeier, Martin (AMA) recommended a phased approach to upgrading the trunk lines, beginning with replacing the existing 24" and 30" concrete trunk line from 44th Street, through Leawood, and ending at Hwy. 86 (south Main Street); see the attached Exhibit Map 1. Larger diameter pipes made of non-corrosive materials will be installed, and will accommodate the projected 2040 flows from the study, along with the anticipated development in the basin. This work authorization directs AMA to prepare construction drawings and specifications for upgrading the first phase of this interceptor sewer. AMA was chosen as the most qualified on-call consultant for this project due to their familiarity with the project. The consultant's fees are within industry standards. Public Works intends to provide construction inspection and management, but AMA's scope and fees include these services in the event that staff are unable to do the work.

FUNDING SOURCE
FY 2020-2021 budget of the Wastewater fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on a non-emergency basis.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 584	Fax: 417-625-4738	Project: I-44 Interceptor Sewer Replacement	

WORK AUTHORIZATION NUMBER AMA-OC-021-002
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 dated January 21, 2021.

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-021-002 exceed the sum of Four Hundred Fifty Thousand, Six Hundred Dollars ($450,600.00).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC21-002 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 I-44 Interceptor Line Improvements)

1. SERVICES

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

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, property acquisition, 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 sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Project area is generally east of Main Street, along Silver Creek south of 50th Street to a point near 44th street in Joplin, MO. The exact ending point near 44th street will be coordinated with the City to accommodate the ongoing construction as part of the 44th Street widening project.

1.1.3.2 Design of sanitary sewer line and associated manhole renovations within the project area boundary including the preparation of plans and specifications necessary to bid and construct said work. It is estimated that approximately 11,000 LF of new 30-inch diameter sanitary sewer main and associated appurtenances will be part of the project.

1.1.3.3 Bidding and Construction Phase Engineering for installation of the said new sanitary sewer line and manholes within the project area boundary.

1.1.3.4 Resident Construction Representation Phase services for the completion of the selected sanitary sewer line improvements. Services will be provided part time with an estimated construction duration of 10 months.

1.1.3.5 Right-of-Way/Easement Acquisition services for the project, if desired by the OWNER. It is estimated that up to 23 separate properties may need easements/right-of-way acquired in order to construct the project.

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, alternate routes and costs.

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

1.2.4 Conduct research and investigation into existing utilities located within the project boundaries.

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

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

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

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

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

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

1.3 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.

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

1.4 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.

1.5 Right-of-Way/Easement Acquisition

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER 7 months after the receipt of the Notice to Proceed. Bidding, Construction Phase and Inspection are anticipated to be based upon an anticipated 10-month construction time period.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2021-2023"; with a total compensation ceiling of $450,600, as set forth in Work Authorization Number AMA–OC21-002 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 (Paragraphs 1.1.3.2 and 1.2)	$220,000	
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$72,000	
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.5 and 1.5)	$48,600	
Subtotal Standard Project Engineering Services		$340,600
Additional Project Engineering Services		
Resident Project Representation Services (Part Time) (Paragraphs 1.1.3.4 and 1.4)		$110,000
Total Estimated Maximum Fee – All Services		$450,600

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2021, 2022 and 2023

LABOR RATES

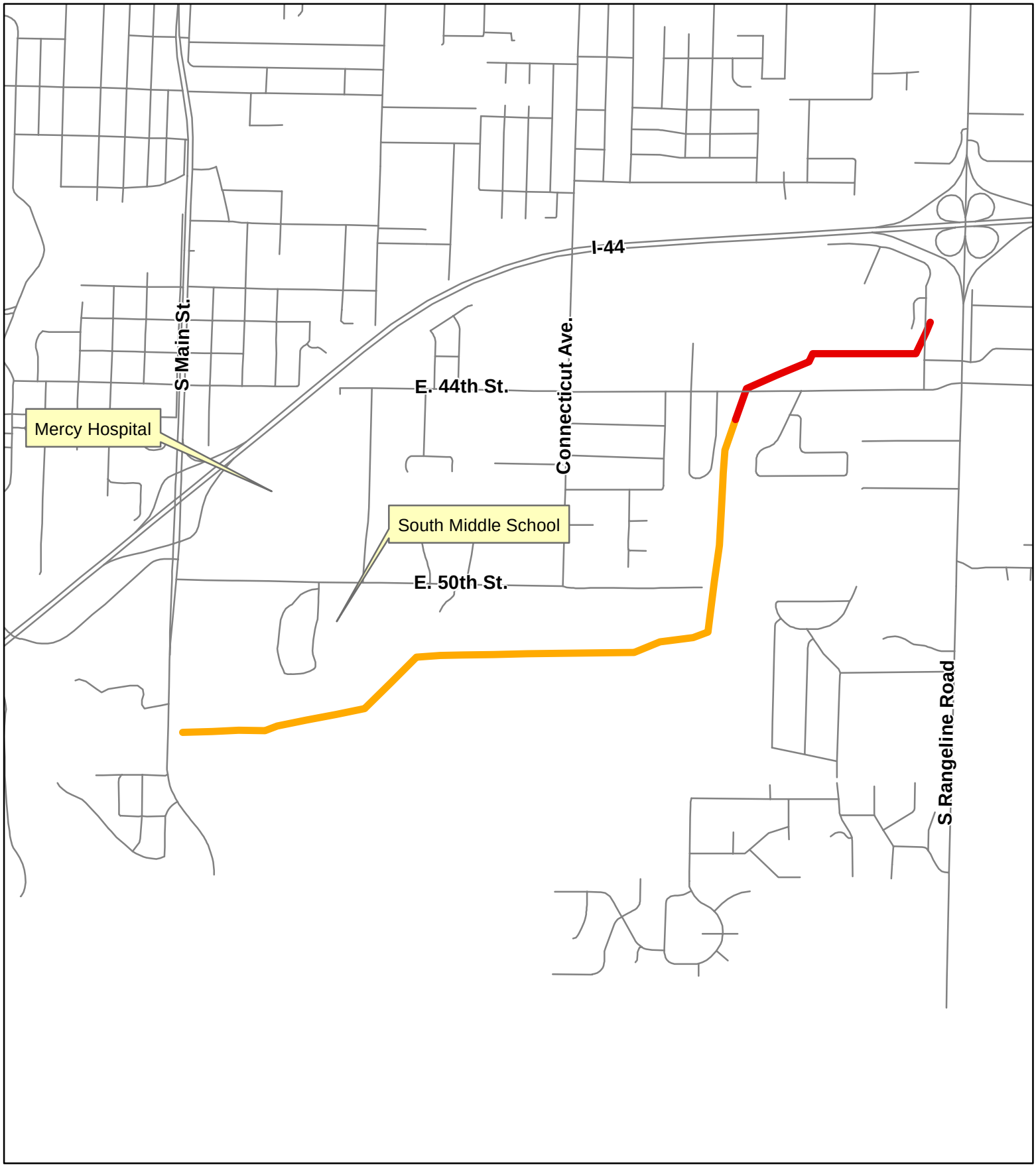
	Hourly Billing Rate		
Classification	01/01/2021 thru 12/31/2021	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023
Principal/Engineer V	$232	$240	$248
Principal/Engineer IV	$210	$217	$225
Principal/Engineer III	$194	$200	$207
Project Manager/Engineer II	$172	$178	$184
Project Manager/Engineer I	$156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

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

---

NON-LABOR RATES

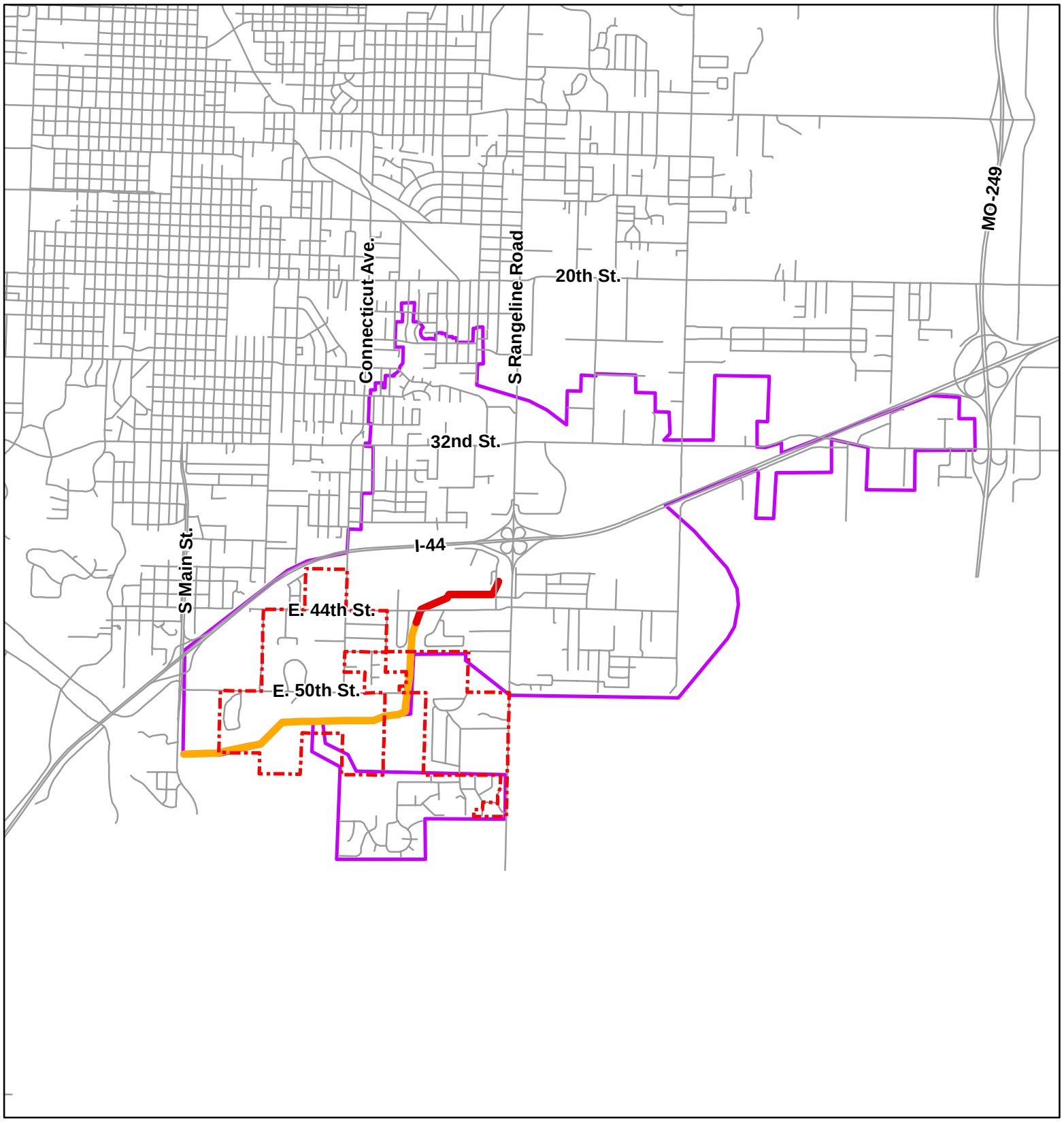
Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2



Legend

- Streets
- I-44 Interceptor Sewer Replacement (Phase 1)
- I-44 Interceptor Sewer Replacement (Phase 2)

Exhibit Map 1
I44 Interceptor Replacement Project



Legend

- I-44 Interceptor Sewer Drainage Basin
- Leawood City Limits
- I-44 Interceptor Sewer Replacement (Phase 1)
- I-44 Interceptor Sewer Replacement (Phase 2)

Exhibit Map 2
I44 Interceptor Replacement Project

COUNCIL BILL NO. 2021-109 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Four Hundred Fifty Thousand, Six Hundred and 00/100 Dollars ($450,600.00) for the I-44 Interceptor Sewer Replacement (Phase 1) Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Four Hundred Fifty Thousand, Six Hundred and 00/100 Dollars ($450,600.00), a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

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

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

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-109

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-252-Rezone to District C-3

MEETING DATE:
February 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 001-21: 2016 S. Prosperity Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future warehouse development – Barry Brown.

BACKGROUND:
The change in zoning to C-3 will not be detrimental to the nearby property. Some property to the South is already zoned C-3. This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. C-3 zoning is consistent with the existing transportation network in this area, particularly with the proximity to MO-249 and E. 20th St.

PLANNING & ZONING COMMISSION TESTIMONY:
Barry Brown, 1901 E 35th Street, Joplin, MO. He was planning to build a warehouse for an art supply business on 7th Street and Schifferdecker but needs a larger location.
Mr. Ramsour stated it is for a warehouse?
Mr. Brown stated it was.
Ms. Steele wanted to know what kind of supplies?
Mr. Brown stated it was Art Supplies.

PUBLIC COMMENT:
None.

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

RECOMMENDATIONS:
Staff recommends approval for Case 001-21.
Planning & Zoning Commission recommends approval for Case 001-21 (7 Favor, 0 Nays)

ATTACHMENTS
CB 2021-252, Staff Planning Report, P&Z Commission Minutes

CB 2021-252

Case 001-21: 2016 S. Prosperity Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future restaurant development – Barry Brown.

Barry Brown, 1901 E 35th Street, Joplin, MO. He was planning to build a warehouse for an art supply business on 7th Street and Schifferdecker but needs a larger location.

Mr. Stanton stated that 'restaurant' may be a typo on the agenda.

Mr. Ramsour stated it is for a warehouse?

Mr. Brown stated it was.

Ms. Steele wanted to know what kind of supplies?

Mr. Brown stated it was Art Supplies.

Mr. Ramsour asked if the Commissioners had any questions for Mr. Brown? They did not. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MR. EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 001-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (7 IN FAVOR)

Z&P Meeting: January 11, 2021
City Council Meeting: February 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 001-21 A request to rezone from R-1 (Single-family Residential) to C-3 (Commercial)

LOCATION 2016 S. Prosperity Ave.

APPLICANT Barry Brown

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 17 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	Out of City Limits	C-3	MO-249 ROW
Land Use	Residential/Office	Vacant	Residential	MO-249 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
E. 20th St.	Arterial	40'
S. Prosperity Ave.	Local	40'

UTILITIES

Sanitary sewer may need to be extended to this property for future development. Private utilities may also need to be extended.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future retail commercial.

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

The current zoning of R-1 is somewhat suitable in this area. As this property is near the edge of the City Limits, little development has occurred in this area up to this point. Due to the rural character of the area, residential development could be appropriate. However, frontage on MO-249 and E. 20th St., an arterial street, depress the appropriateness of residential on this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to the nearby property. Some property to the South is already zoned C-3, and the frontage on MO-249 as well as E. 20th St., an arterial street, is appropriate for this zoning district.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. C-3 zoning is consistent with the existing transportation network in this area, particularly with the proximity to MO-249 and E. 20th St.

Staff recommends approval of Case 001-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

RECEIVED 11-18-20

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

For Office Use Only

Case No.: 001
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Barry Brown PHONE:
ADDRESS: ZIP:

OWNER: Barry Brown PHONE:
ADDRESS: 1901 E 35th ST Joplin, MO ZIP: 64804

LOCATION/ADDRESS OF PROPERTY: 2016 S. Prosperity Ave

Present Zoning R-1 Requested Zoning: C-3 Acreage: 17
Present Use of Property: Farm Land

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	R-1
South	Residential	~~Out of City~~ C3
East	Vacant	249 / out of city
West	Vacant	249 / Out of city

Character of the Neighborhood:

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?

2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
If yes, explain: Yes, I want to build a warehouse for a online business

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes

2. Consistent with Future Land Use Map? Yes

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 20TH, Prosperity Ave
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

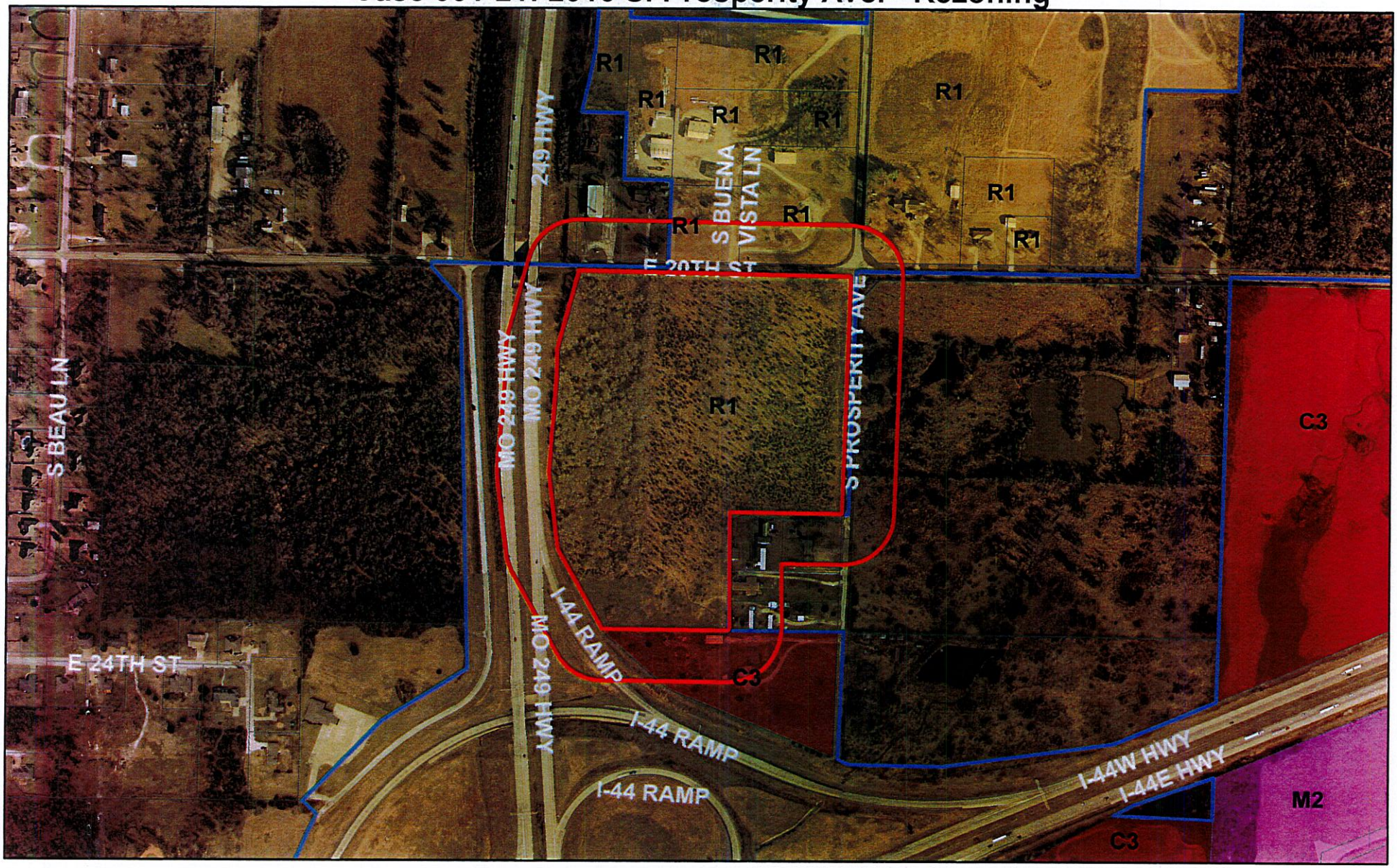
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

SIGNATURE: Barry Brown DATE: 11-17-20

EMAIL: barry@Countercultureday.com

TITLE: Owner

Case 001-21: 2016 S. Prosperity Ave. - Rezoning



Case 001-21: 2016 S. Prosperity Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future restaurant development – Barry Brown.

Joplin City Limits

0 250 500 1,000 1,500 2,000 Feet

N

P & Z Case 001-21
Barry Brown
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-252 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and include in District C-3 (Commercial) property as described below and located 2016 S. Prosperity Ave., City of Joplin, Jasper County, Missouri.

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

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

As a part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 16, Township 27, Range 32, Jasper County, Missouri, being more particularly described as follows: Commencing at the Southeast Corner of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of said Section. Thence North 89 Degrees, 02 Minutes, 28 Seconds West along the South line of Said Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) 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 Degree, 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 Degree, 42 Minutes, 09 Seconds East 566.86 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, thence 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 being subject to all other easements, rights-of-way, and reservations of record, containing 17.04 acres more or less,

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-253-Rezone to District M-2

MEETING DATE:
February 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 002-21: Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave. – A request to remove from District R-2 (Two-family Residential) and include in District M-2 (Heavy Industrial) for future ministorage development – Dale Mitchell.

BACKGROUND:
The change in zoning to M-2 should not be detrimental to the nearby property. Residential districts that are to the West and South of the rezoned property will be protected by zoning code-required buffers of either a 20' berm, fence, and landscape combination or a 20' buffer of natural vegetation.

Stormwater requirements will be required to be met as well. Detention ponds are in place to the North, and runoff will be directed in a way that it will not flood nearby property. This can be accomplished through the use of improved channels and a comprehensive stormwater plan for the property.

PLANNING & ZONING COMMISSION TESTIMONY:
Dale Mitchell, 2222 W 22nd Street, Joplin, MO. He started the mini storage approximately 20 years ago. He developed the land around that property. We sold half of it off to the Joplin Housing Authority. We would like to connect 23rd Street on through with 5 lots on each side of that street. To the north, we are keeping some of that property for growth in the mini storage. It is a good plan, keeps the mini storage to the north, the 23rd street will be straight into the subdivision and finished up the residential. After this I will be rezoning the R-2 property on the tract to the South back to R-1 just trying to do what's best for the sub-division. In the mini storage he stated he would put pavement, privacy fence between the two. Whatever rules and regulations I need to follow I will. All traffic will exit out of the mini storage through the front gate, which closes at 9:00pm.
Ms. Phillips stated she saw some of the land has been cleared.

Mr. Mitchell stated that the surveyors could not see to survey, so they asked if he could make some holes where the street was going, and I put paths thru there.

Mr. Ramsour asked about the entrance being at 22nd Street and Roosevelt.

Mr. Mitchell stated that is correct. No traffic will be able to go to the subdivision from the mini storage.

Ms. Phillips was talking about the landscaping design that they were looking at. She stated there was Bradford Pear trees all over the place. Bradford Pears are on the NO list for Missouri!

Mr. Mitchell stated that this was just a preliminary so this commission could see an example of what I want to do. The Planning and Zoning and Building who approves this plat will give me input on it.

Mr. Ramsour asked if there were any other questions for Mr. Mitchell?

Mr. Kimble stated for his clarity the plan is to bring 23rd Street all the through and part of what you're going to do is develop on the north and south end and join housing that will bring those neighborhoods together. To the north of that neighborhood, you continue with some of the mini storage there.

Mr. Mitchell stated that was correct. The big thing that will help him to the north and why he purchased that property for was once 23rd Street goes in he will be able to rearrange the water lines and take them north into the mini storage.

PUBLIC COMMENT;
None.

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

RECOMMENDATIONS:
Staff recommends approval for Case 002-21.
Planning & Zoning Commission recommends approval for Case 002-21 (7 Favors, 0 Nays)

ATTACHMENTS:
CB 2021-253, Staff Planning Report, P&Z Commission Minutes

CB 2021-253

Case 002-21: Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave. – A request to remove from District R-2 (Two-family Residential) and include in District M-2 (Heavy Industrial) for future ministorage development – Dale Mitchell.

Dale Mitchell, 2222 W 22nd Street, Joplin, MO. He started the mini storage approximately 20 years ago. He developed the land around that property. We sold half of it off to the Joplin Housing Authority. We would like to connect 23rd Street on through with 5 lots on each side of that street. To the north, we are keeping some of that property for growth in the mini storage. It is a good plan, keeps the mini storage to the north, the 23rd street will be straight into the subdivision and finished up the residential. After this I will be rezoning the R-2 property on the tract to the South back to R-1 just trying to do what's best for the sub-division. In the mini storage he stated he would put pavement, privacy fence between the two. Whatever rules and regulations I need to follow I will. All traffic will exit out of the mini storage through the front gate, which closes at 9:00pm.

Ms. Phillips stated she saw some of the land has been cleared.

Mr. Mitchell stated that the surveyors could not see to survey, so they asked if he could make some holes where the street was going, and I put paths thru there.

Mr. Ramsour asked about the entrance being at 22nd Street and Roosevelt.

Mr. Mitchell stated that is correct. No traffic will be able to go to the subdivision from the mini storage.

Ms. Phillips was talking about the landscaping design that they were looking at. She stated there was Bradford Pear trees all over the place. Bradford Pears are on the NO list for Missouri!

Mr. Mitchell stated that this was just a preliminary so this commission could see an example of what I want to do. The Planning and Zoning and Building who approves this plat will give me input on it.

Ms. Phillips stated that while she was out there, she saw deer. Made me think about all the land disturbance and stormwater issues.

Mr. Ramsour asked if there were any other questions for Mr. Mitchell?

Mr. Kimble stated for his clarity the plan is to bring 23rd Street all the through and part of what you're going to do is develop on the north and south end and join housing that will bring those neighborhoods together. To the north of that neighborhood, you continue with some of the mini storage there.

Mr. Mitchell stated that was correct. The big thing that will help him to the north and why he

purchased that property for was once 23rd Street goes in he will be able to rearrange the water lines and take them north into the mini storage.

Mr. Kimble wanted to know where the additional mini storage units will be built to the north of the new homes that are going to be built on 23rd Street. What kind of surface will it be?

Mr. Mitchell stated that it will be hard surface and probably black top.

Mr. Kimble stated that a flat surface and when it rains where will the water go to?

Mr. Mitchell stated that will all be addressed in the development meeting.

Mr. Stanton mention that he is correct, and the city requires it to be a hard surface, all-weather material usually concrete or asphalt. We are aware of the stormwater issues in that area. At a preliminary meeting with the Engineering Department, they did mention two drainage channels that would have to go in to accommodate run off. They do go through an extensive engineering review. It does get signed off by the stormwater engineer to make sure it is addressed appropriately.

Mr. Ramsour asked if there were any other questions from the Commissioners? There were not. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MS. STEELE MOVED, SECONDED BY MR. EASTMAN THAT CASE 002-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (7 IN FAVOR)

Z&P Meeting: January 11, 2021
City Council Meeting: February 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 002-21 A request to rezone from R-2 (Two-family Residential) to M-2 (Heavy Industrial)

LOCATION Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave.

APPLICANT Dale Mitchell

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Vacant	Approx. 2.19 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2/R-2	R-1	R-1
Land Use	Vacant	Ministorage/Single-family Residential	School	Single-family Residential

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. 22ND St.	Local	60'

UTILITIES

Sanitary sewer and stormwater facilities may need to be extended to this property for future development. Private utilities may also need to be extended.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future industrial.

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

The current zoning of R-2 is somewhat suitable in this area. This property is on the edge of an industrial area and residential neighborhood. It would not be completely inappropriate for R-2 uses to locate on this property, however, the uses would be bounded on two sides by heavy industrial zoning. Typically, residential districts are buffered from industrial by other districts, such as commercial, or by street right-of-way.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to M-2 should not be detrimental to the nearby property. Residential districts that are to the West and South of the rezoned property will be protected by zoning code-required buffers of either a 20' berm, fence, and landscape combination or a 20' buffer of natural vegetation.

Stormwater requirements will be required to be met as well. Detention ponds are in place to the North, and runoff will be directed in a way that it will not flood nearby property. This can be accomplished through the use of improved channels and a comprehensive stormwater plan for the property.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. Nearby properties, especially residential, will be protected by buffer requirements, among other codes, and stormwater management.

Staff recommends approval of Case 002-21.

ATTACHMENTS

- Application
- Map

M-2

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 002
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Dale E Mitchell PHONE: (417) 623-4765
ADDRESS: 2222 W 22nd St. Joplin Mo ZIP: 64804

OWNER: Dale E. Mitchell PHONE: (417) 623-4765
ADDRESS: 2222 W 22nd St. Joplin Mo ZIP: 64804

LOCATION/ADDRESS OF PROPERTY: North Part of Lot 5 Cedar Grove Industrial Park

Present Zoning R-2 Requested Zoning: M-2 Acreage: 2.19 Acres
Present Use of Property: Unimproved

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Storage	M-2
South	Unimproved	R-2
East	Storage	M-2
West	Unimproved	R-1

Character of the Neighborhood: Storage to North - Residential to South

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: No

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: In side storage, streets will be privately owned Fire Lanes.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

unimproved
_____
_____

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

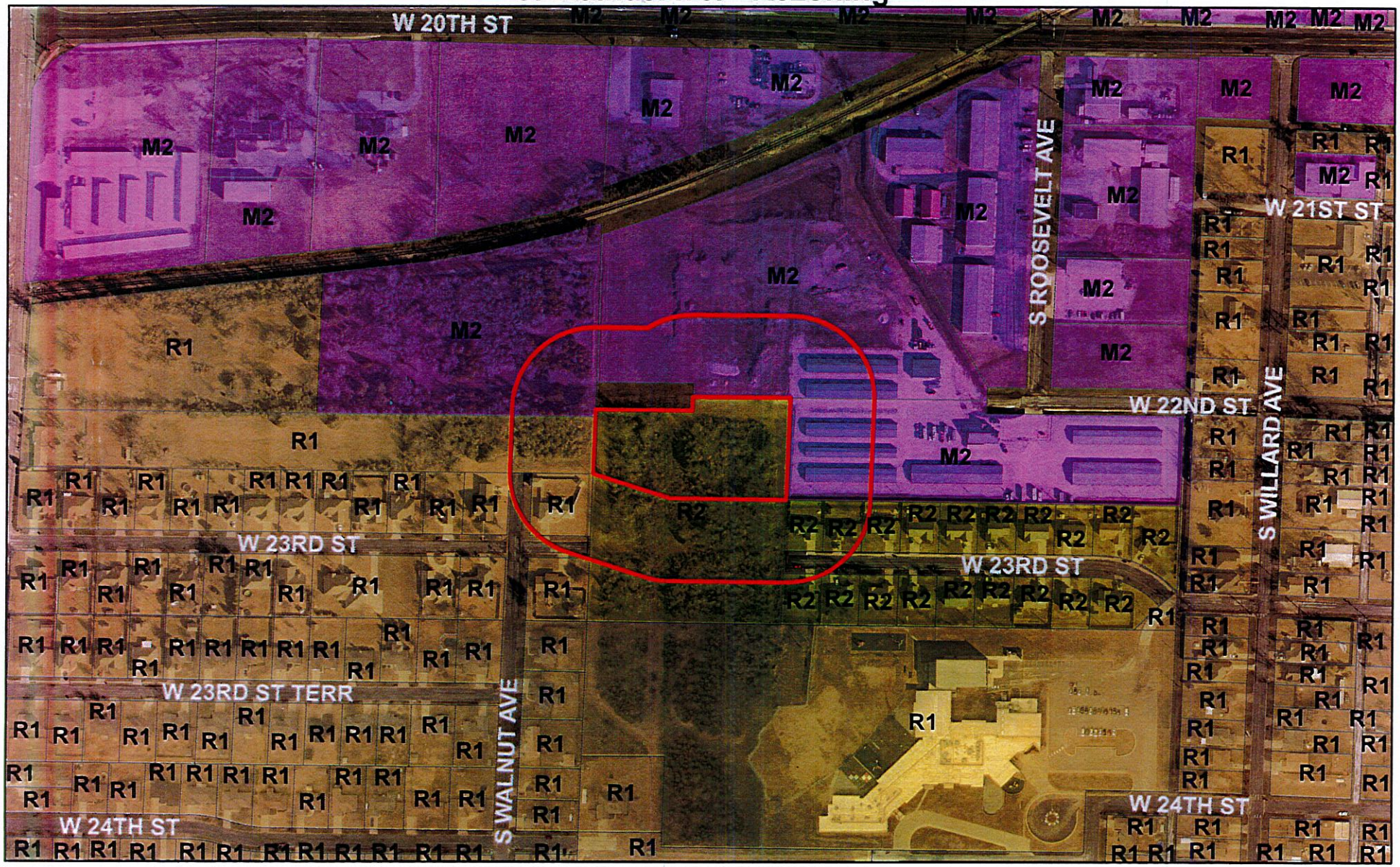
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

SIGNATURE: Dale E Mitchell DATE: 11/18/20

EMAIL: Dale5551@att.net

TITLE: Owner

Case 002-21: Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave. - Rezoning



Case 002-21: Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave. – A request to remove from District R-2 (Two-family Residential) and include in District M-2 (Heavy Industrial) for future ministorage development – Dale Mitchell.

Joplin City Limits

0 155 310 620 930 1,240 Feet

N

P & Z Case 002-21
Dale Mitchell
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-253 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 (Two-family Residential) and include in District M-2 (Heavy Industrial) property as described below and located Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District M-2:

As a part of Lot Number Five (5) in Cedar Grove Industrial Park, in the City of Joplin, Jasper County, Missouri, being more particularly described as follows: Beginning at the Northeast Corner of said Lot Number Five (5), thence South 02 Degrees, 01 Minutes, 28 Seconds West along the East line of said Lot Number Five (5) 200.14 feet said point being the Northwest Corner of Lot Number Ten (10) in Edwards's Schoolview Acres, thence North 89 Degrees, 37 Minutes, 15 Seconds West 259.27 feet, thence North 72 Degrees, 28 Minutes, 42 Seconds West 181.64 feet to the West line of said Lot Number Five (5) said point being the Northeast Corner of Lot Number Seventeen (17) in West Village Estates Plat Number Two (2), thence along the West line of said Lot Number Five (5), thence South 89 Degrees, 27 Minutes, 32 Seconds East along the North line of said Lot Number Five (5), 434.00 feet to the Point of Beginning, and all of the South One-half (S1/2) of Vacated 22nd Street adjoining the North line of said Lot Number Five (5) in Cedar Grove Industrial Park in the City of Joplin, Jasper County, Missouri, being subject to all easements, rights-of-way, and reservations of record, containing 2.19 acres more or less.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-254-Rezone to District R-1

MEETING DATE:
February 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 003-21: Approximately 375' West of the intersection of W. 23rd St. and S. Walnut Ave. – A request to remove from District R-2 (Two-family Residential) and include in District R-1 (Single-family Residential) for future residential development – Dale Mitchell.

BACKGROUND:
The current zoning of R-2 is somewhat suitable in this area. This property is on the edge of an industrial area and residential neighborhood. It would not be completely inappropriate for R-2 uses to locate on this property, however, the uses would be along an extended W. 23rd St. that has single-family homes to the east and west.

PLANNING & ZONING COMMISSION TESTIMONY:
Dale Mitchell, 2222 W22nd Street, Joplin, MO. Mr. Mitchell stated that this is the second half, the housing side of the request. He is requesting going from R-2 to R-1 because it gives the neighborhood a sense of security. It will not be duplex, it will be residential house, a little upscale. It will all fit in.

Mr. Kimble mentions that when he looks at the R-1 lots to the west and then the R-2 lots to the east, it looks like the R-1 lots are bigger than the R-2 lots. What size will the lots be?

Mr. Mitchell stated the main reason of the discrepancy on the east that is where the water is going to be carried along with some ditching work, easement work and downsized those lots because of the work needing to be done, but they are still good lots for a comfortable size house.

PUBLIC COMMENT;
David Fryer, 2309 Walnut Ave, Joplin, MO. If 23rd Street is continued on, would the water situation be taken care of and addressed through stormwater?

Mr. Stanton stated that in the review process when it comes

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

RECOMMENDATIONS:
Staff recommends approval for Case 003-21.
Planning & Zoning Commission recommends approval for Case 003-21(7 Favor, 0 Nays).

ATTACHMENTS
CB 2021-254, Staff Planning Report, P&Z Commission Minutes

CB 2021-254

Case 003-21: Approximately 375' West of the intersection of W. 23rd St. and S. Walnut Ave. – A request to remove from District R-2 (Two-family Residential) and include in District R-1 (Single-family Residential) for future residential development – Dale Mitchell.

Dale Mitchell, 2222 W22nd Street, Joplin, MO. Mr. Mitchell stated that this is the second half, the housing side of the request. He is requesting going from R-2 to R-1 because it gives the neighborhood a sense of security. It will not be duplex, it will be residential house, a little upscale. It will all fit in.

Mr. Kimble mentions that when he looks at the R-1 lots to the west and then the R-2 lots to the east, it looks like the R-1 lots are bigger than the R-2 lots. What size will the lots be?

Mr. Mitchell stated the main reason of the discrepancy on the east that is where the water is going to be carried along with some ditching work, easement work and downsized those lots because of the work needing to be done, but they are still good lots for a comfortable size house.

Mr. Ramsour asked if there were any other questions from the Commissioners? There were not. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case?

David Fryer, 2309 Walnut Ave, Joplin, MO. If 23rd Street is continued on, would the water situation be taken care of and addressed through stormwater?

Mr. Stanton stated that in the review process when it comes to platting this subdivision that will be addressed through the dedication of easements.

Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MS. STEELE MOVED, SECONDED BY MR. EASTMAN THAT CASE 003-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE". (7 IN FAVOR)

Z&P Meeting: January 11, 2021
City Council Meeting: February 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 003-21 A request to rezone from R-2 (Two-family Residential) to R-1 (Single-family Residential)

LOCATION Approximately 375' West and 200' North of the intersection of W. 23rd St. and S. Walnut Ave.

APPLICANT Dale Mitchell

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Vacant	Approx. 2.87 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2/R-2	R-1	R-1
Land Use	Vacant	Ministorage/Single-family Residential	School	Single-family Residential

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. 23rd St.	Local	60'

UTILITIES

Sanitary sewer and stormwater facilities may need to be extended to this property for future development. Private utilities may also need to be extended.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future high-density residential.

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

The current zoning of R-2 is somewhat suitable in this area. This property is on the edge of an industrial area and residential neighborhood. It would not be completely inappropriate for R-2 uses to locate on this property, however, the uses would be along an extended W. 23rd St. that has single-family homes to the east and west.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-1 will not be detrimental to nearby property. The R-1 district is the most protected district in our code, meaning it has the fewest number of allowed uses. This would match the zoning and uses of properties to the east and west.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. Nearby properties will not be affected by the change from a more-intense zoning to a less-intense zoning.

Staff recommends approval of Case 003-21.

ATTACHMENTS

- Application
- Map

R-1

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 003
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Dale E. Mitchell PHONE: (417) 623-4765
ADDRESS: 2222 W 22nd St. Joplin Mo ZIP: 64804

OWNER: Dale E. Mitchell PHONE: (417) 623-4765
ADDRESS: 2222 W 22nd St. Joplin Mo ZIP: 64804

LOCATION/ADDRESS OF PROPERTY: South Part of Lot #5 in Cedar Grove Industrial Park

Present Zoning R-2 Requested Zoning: R-1 Acreage: 2.87
Present Use of Property: Unimproved

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	unimproved	R-2
South	unimproved	School Property
East	Housing	R-2
West	Housing	R-1

Character of the Neighborhood: Single family homes to the East and West, Storage to the North, school to south

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   no
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: no

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Will connect 23rd Street together on the East and West, making 23rd a through street.
2. Classification of Street(s):
   Arterial _____ Collector _____ Local ✓
3. Right-of-Way Width: 50 FT
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   no

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

unimproved

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

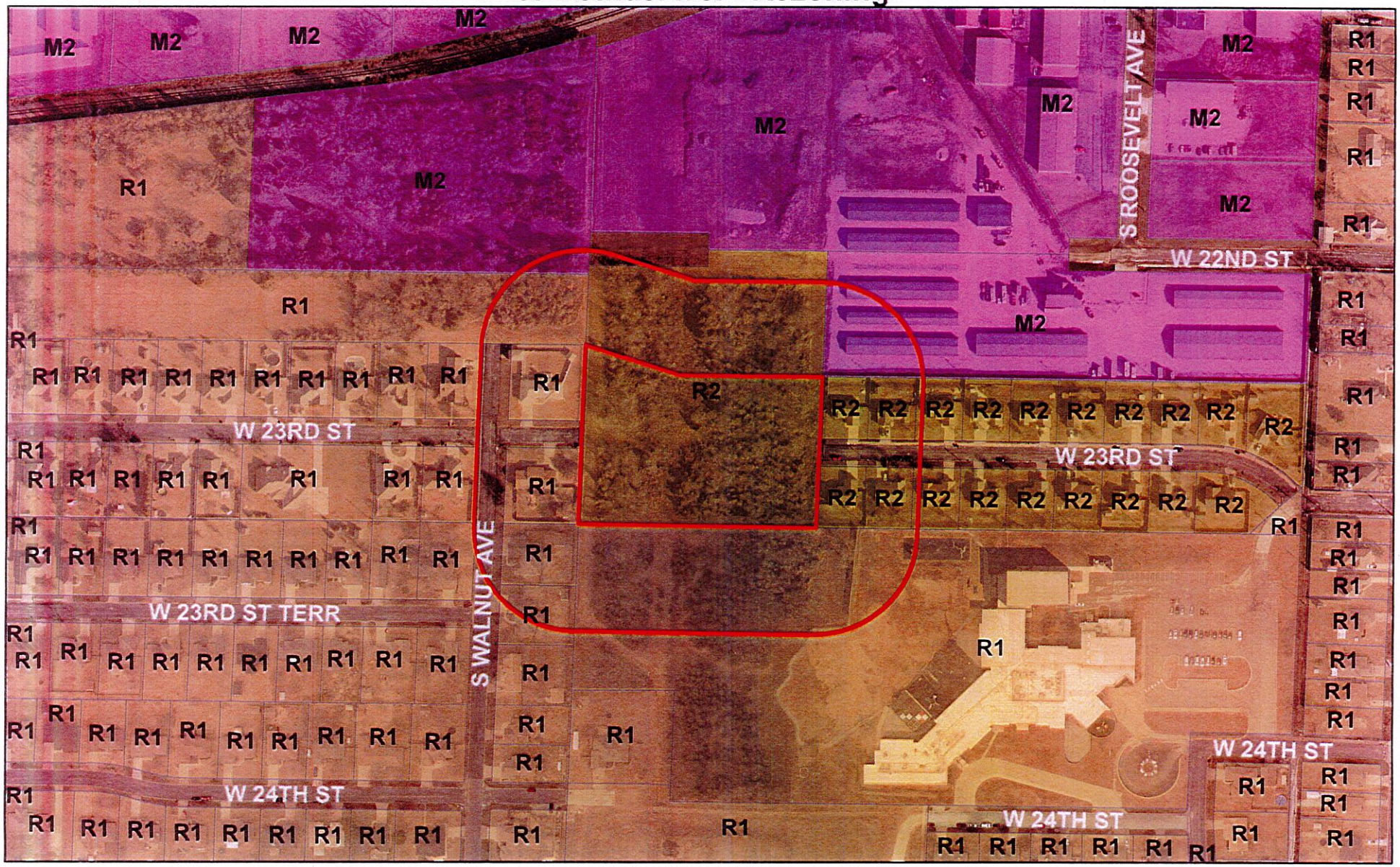
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

SIGNATURE: Dale E Mitchell DATE: 11/18/20

EMAIL: Dale5551@att.net

TITLE: Owner

Case 003-21: Approximately 375' West of the intersection of W. 23rd St. and S. Walnut Ave. - Rezoning



Case 003-21: Approximately 375' West of the intersection of W. 23rd St. and S. Walnut Ave. – A request to remove from District R-2 (Two-family Residential) and include in District R-1 (Single-family Residential) for future residential development – Dale Mitchell.

Joplin City Limits

0 125 250 500 750 1,000 Feet

N

P & Z Case 003-21
Dale Mitchell
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-254 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 (Two-family Residential) and include in District R-1 (Single Family Residential) property as described below and located Approximately 375' West of the intersection of W. 23rd St. and S. Walnut Ave, City of Joplin, Jasper County, Missouri.

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

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

As a part of Lot Number Five (5) in Cedar Grove Industrial Park, in the City of Joplin, Jasper County, Missouri, being more particularly described as follows: Commencing at the Northeast Corner of said Lot Number Five (5), thence South 02 Degrees, 01 Minutes, 28 Seconds West along the East line of said Lot Number Five (5) 200.14 feet said point being the Northwest Corner of Lot Number Ten (10) in Edward's Schoolview Acres and the Point of Beginning, thence continuing along the West line of said Lot Five (5) South 02 Degrees, 01 Minutes, 28 Seconds West 277.64 feet to the Southeast Corner of said Lot Five (5), thence North 89 Degrees, 37 Minutes, 15 Seconds West along the South line of said Lot Five (5) 434.00 feet to the Southwest Corner of Lot Number Five (5), thence North 01 Degrees, 57 Minutes, 00 Seconds East along the West line of Lot Five (5) 331.19 feet to the Northeast Corner of Lot Number Seventeen (17) in West Village Estates Plat Number Two (2), thence South 72 Degrees, 28 Minutes, 42 Seconds East 181.64 feet, thence South 89 Degrees, 37 Minutes, 15 Seconds East 259.27 feet to the Point of Beginning, being subject to a 20.00 foot drainage easement along the East and West sides thereof and being subject to all other easements, rights-of-ways, and reservations of record. Containing 2.87 acres more or less.

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

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

Ryan D. Stanley, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-255-Rezone to District C-3-PD

MEETING DATE:
February 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 004-21: 3300 N. Range Line Rd. – A request to remove from District R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) for future commercial development – Brookside Developers, Inc.

BACKGROUND:
The current zoning of R-3-PD is suitable in this area. Apartment and multi-family complexes are appropriate along major corridors such as Range Line Rd. Apartment and multi-family uses can mix with commercial zoning and uses, however, this works best with lower-intense commercial uses in the C-O and C-1 range rather than the C-3.

The change in zoning to C-3 will not be detrimental to nearby property. Range Line Rd. is a major arterial corridor and this zoning is appropriate and its uses expected along corridors such as these. Residential properties, particularly to the West and North will be protected through the buffer requirements of the zoning code.

PLANNING & ZONING COMMISSION TESTIMONY:
Gil Stevens, 23 Pheasant Run, Joplin, MO and here on behalf of Brookside Developers, Inc. This piece of property is approximately 16.39 acres, currently zoned as R-3-PD. The purpose of the rezoning is for a relocation of a business, The Metro Builders Supply. They would like to build a new facility approximately 9,000 sq. ft., which would be a 2,500 sq. ft. show room and the remainder would be a warehouse. Future development to the west for other commercial use. There is a single-family residence on the property now and will be torn down.

Mr. Ramsour wanted to know if this request was just the rezoning of the eastern part of this property?

Mr. Stevens stated there is going to be approximately 2.39 acres to the west which is currently zoned R-3 to stay R-3 for future development of R-3 development, as a buffer because there are single family residences to the west of that property line.

PUBLIC COMMENT;
None.

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

RECOMMENDATIONS:
Staff recommends approval for case 004-21.
Planning & Zoning Commission recommends approval for Case 004-21 (6 Favor, 0 Nays, 1 Abstain).

ATTACHMENTS
CB 2021-255, Staff Planning Report, P&Z Commission Minutes

CB 2021-255

Case 004-21: 3300 N. Range Line Rd. – A request to remove from District R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) for future commercial development – Brookside Developers, Inc.

Mr. Eastman abstained from this case.

Gil Stevens, 23 Pheasant Run, Joplin, MO and here on behalf of Brookside Developers, Inc. This piece of property is approximately 16.39 acres, currently zoned as R-3-PD. The purpose of the rezoning is for a relocation of a business, The Metro Builders Supply. They would like to build a new facility approximately 9,000 sq. ft., which would be a 2,500 sq. ft. show room and the remainder would be a warehouse. Future development to the west for other commercial use. There is a single-family residence on the property now and will be torn down.

Mr. Ramsour wanted to know if this request was just the rezoning of the eastern part of this property?

Mr. Stevens stated there is going to be approximately 2.39 acres to the west which is currently zoned R-3 to stay R-3 for future development of R-3 development, as a buffer because there are single family residences to the west of that property line.

Mr. Ramsour asked if there were any questions for Mr. Stevens? There were not any other questions from the Commissioners. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MR. MCCULLOUGH MOVED, SECONDED BY MR. KIMBLE THAT CASE 004-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE" AND MR. EASTMAN ABSTAINED. (6 IN FAVOR, 1 ABSTAIN).

Z&P Meeting: January 11, 2021
City Council Meeting: February 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 004-21 A request to rezone from R-3-PD (Apartment House Planned Development) to C-3 (Commercial)

LOCATION 3300 N. Rangeline Rd.

APPLICANT Brookside Developers, Inc.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3-PD	Vacant	Approx. 16.39 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-3	R-1/R-3-PD	R-1
Land Use	Single-family Residential	Vehicle Sales/Vacant	Retail/Farm Sales	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future retail commercial and high-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Rangeline Rd.	Arterial	100'

UTILITIES

Sanitary sewer and stormwater facilities may need to be extended to this property for future development. Private utilities may also need to be extended.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future retail commercial and high-density residential.

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

The current zoning of R-3-PD is suitable in this area. Apartment and multi-family complexes are appropriate along major corridors such as Rangeline Rd. Apartment and multi-family uses can mix with commercial zoning and uses, however, this works best with lower-intense commercial uses in the C-O and C-1 range rather than the C-3.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to C-3 will not be detrimental to nearby property. Rangeline Rd. is a major arterial corridor and this zoning is appropriate and its uses expected along corridors such as these. Residential properties, particularly to the West and North will be protected through the buffer requirements of the zoning code.

In addition, it should be noted that the entirety of this property is not to be rezoned to C-3. The request and map does show that a portion in the West of the property is to remain R-3-PD for future residential development.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. Nearby properties will not be affected by the change and will be protected through the buffer requirements of the zoning code.

Staff recommends approval of Case 004-21.

ATTACHMENTS

- Application
- Map

RECEIVED
12-4-20

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 004
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Brookside Developers, Inc PHONE: 417-839-9008
ADDRESS: 2025 West Sunshine Suite 132 Springfield, MO ZIP: 65807

OWNER: Rosalie M Bant Trust C/O Norman Rauch Trustee PHONE: 417-782-2222
ADDRESS: 5957 E 20th Street Joplin, MO ZIP: 64801

LOCATION/ADDRESS OF PROPERTY: 3300 North Rangeline
Joplin, MO. 64801

Present Zoning R3-PD Requested Zoning: C3 ~~PD~~ Acreage: 16.39
Present Use of Property: Vacant Land with Exception of house that will be removed

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Single Family	R-1
South	Joplin Pool & Spa + Anderson Car & Tractor Co-op	R-3 PD, C-1, R-1
East	Car Credit, 3 Vacant Lots	C2, C3, C3, C3
West	Single Family Homes	R-1

Character of the Neighborhood: Most of Property is Commerical Use or Zoned for Commerical Use

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: In order to use the property for relocation of Metro Appliance and more

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Range Line Rd.
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 100'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

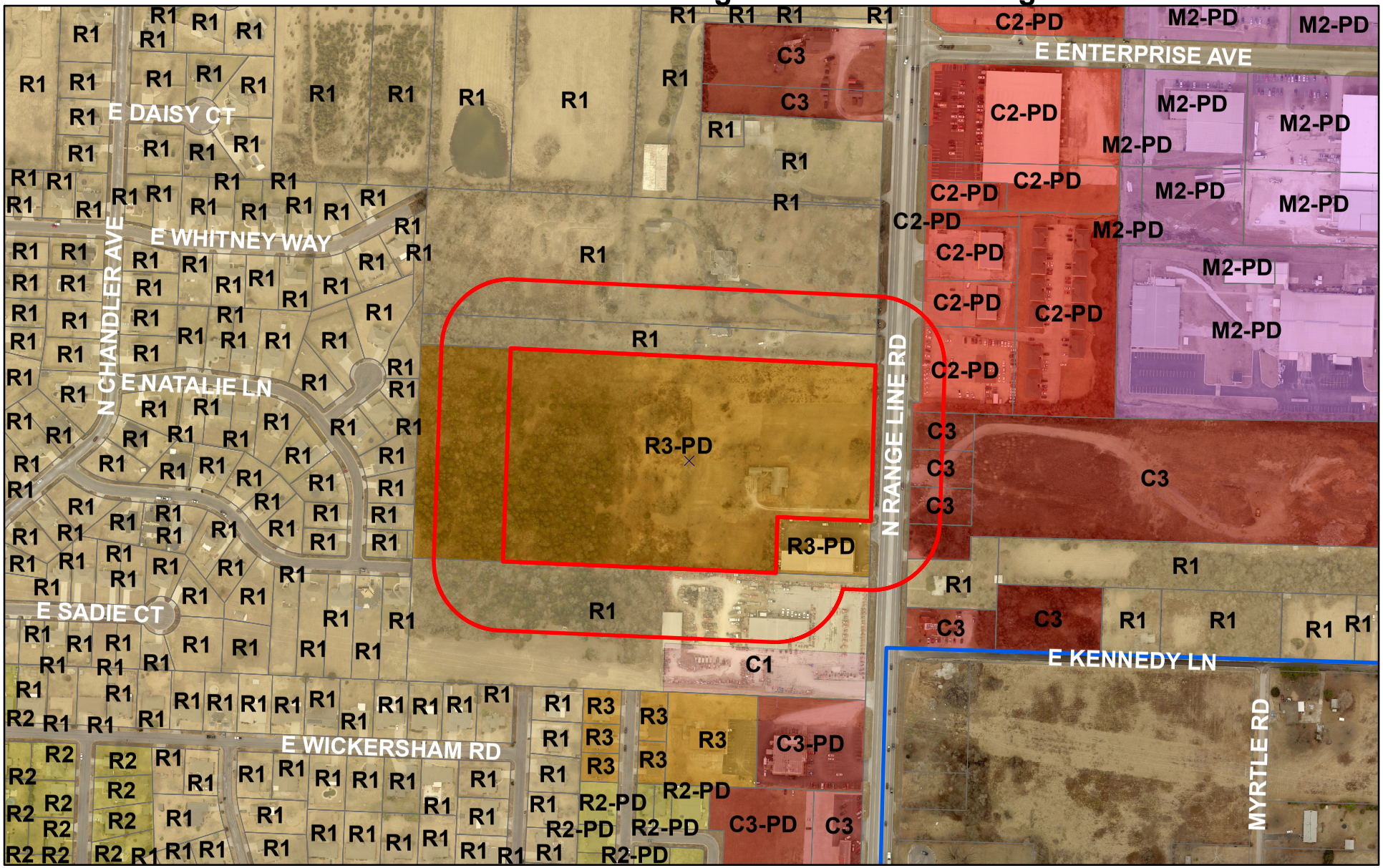
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

SIGNATURE: _____ DATE: 12/2/20

EMAIL: coff associates@sbcglobal.net

TITLE: President of Brookside Developers, Inc.

Case 004-21: 3300 N. Rangeline Ave. - Rezoning

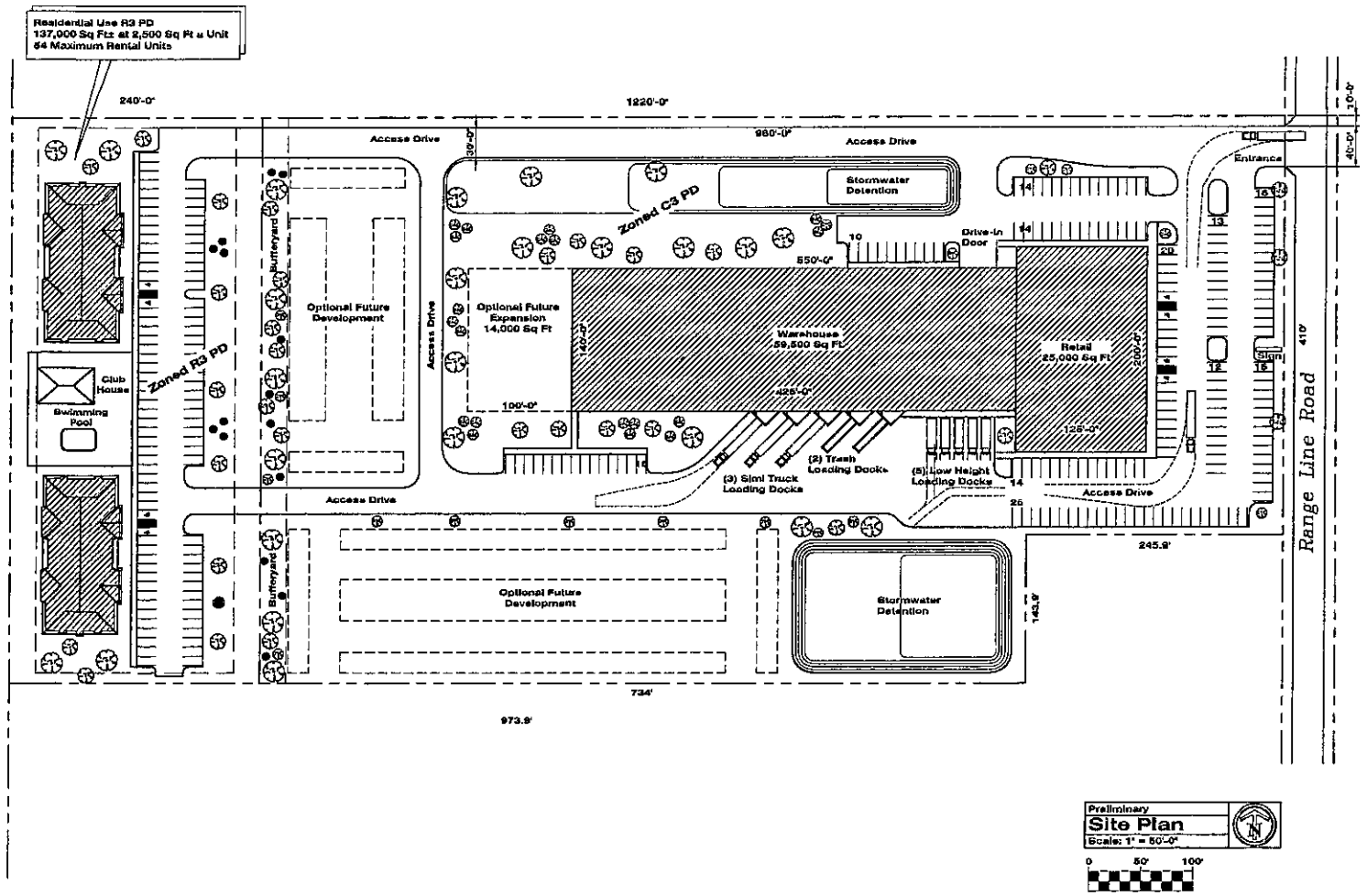


Case 004-21:3300 N. Rangeline Ave. – A request to remove from District R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) for future commercial development – Brookside Developers, Inc.

Joplin City Limits

0 187.5 375 750 1,125 1,500 Feet

N



Preliminary
Site Plan
Scale: 1" = 50'-0"

0 50' 100'

Revisions

Specifications:

Proposed Building
25,000 Sq Ft Retail
59,500 Sq Ft Warehouse
84,500 Sq Ft Total Building Area

Parking:
Retail 25,000 Sq Ft at 200 Sq Ft ± Space
125 Parking Spaces
Warehouse One Space for Each 2 Employees
30 Employees/2 = 15 Parking Spaces
Total 140 Parking Spaces Required
168 Parking Spaces Provided

Preliminary Only
NOT FOR CONSTRUCTION

Architect's Seal

JAMES B. O'DONNELL III
ARCHITECT

203 North Main Avenue
Republic, Mo 65738
(417) 732-9697
joarchitect@sbcglobal.net

James B. O'Donnell II Architect
Registration No. A-007790

Project:
Preliminary Plan for
Metro Appliance and More
Range Line Road
Joplin, Missouri

Sheet Description:
Preliminary Site Plan

Date: November 23, 2020
Drawing: 20-131 SP
Job Number: 20-131
Sheet Number: **S1.0**

The Drawings, Specifications and ideas incorporated herein as instruments of service are and shall remain the property of the Architect. The use of these documents shall be limited to the original site for which they were prepared, and publication thereof is restricted to that purpose. No part, parts, and use on other projects, additions or alterations

P & Z Case 004-21
Brookside Developers, Inc.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-255 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from R-3-PD (Apartment House Planned Development) and include in District C-3 (Commercial) property as described below and located 3300 N Range Line Rd., City of Joplin, Jasper County, Missouri.

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

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

As all of the North One-half (N1/2) of the South one-half (S1/2) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) and the South 5 Acres of the North one-half (N1/2) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4), all in Section 25, Township 28, Range 33, in the City of Joplin, Jasper County, Missouri, except beginning at a point on the West right-of-way line of Highway 71, said point being 66.00 feet West and 330.00 feet North of the Southeast Corner of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 25, Township 28, Range 33, in the City of Joplin, Jasper County, Missouri, thence North along the West right-of-way lien of said Highway 71, 150.00 feet, thence North 89 Degrees, 47 Minutes, 45 Seconds West 250.00 feet, thence South 150.00 feet, thence South 89 Degrees, 47 Minutes, 45 Seconds East 250.00 feet to the Point of Beginning, and except any part taken or deeded for road purposes.

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

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

Ryan D. Stanley, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-257-Rezone to District R-1

MEETING DATE:
February 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 006-21: 4330 & 4400 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

BACKGROUND:
The change in zoning to R-1 will not be detrimental to nearby property. The R-1 district is the most protected districted with the fewest allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental affect on nearby property.

PLANNING & ZONING COMMISSION TESTIMONY:
Alan Bemo, 4409 Swede Ln., Joplin, MO. Mr. Bemo stated there is a residence there on the property, which is a rental and a family is living there. There is the old Joplin Humane Society building. Demolition of the two (2) kennels, which is attached to the front and the back has been done. Now it is the main office building. He wants to renovate that building into a residential home. Facing the street Swede Ln., eventually he will build residential homes

PUBLIC COMMENT;
None.

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

RECOMMENDATIONS:
Staff recommends approval for case 006-21.
Planning & Zoning Commission recommends approval for Case 006-21 (7 Favor, 0 Nays).

ATTACHMENTS
CB 2021-257, Staff Planning Report, P&Z Commission Minutes

CB 2021-257

Case 006-21: 4330 & 4400 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

Alan Bemo, 4409 Swede Ln., Joplin, MO. Mr. Bemo stated there is a residence there on the property, which is a rental and a family is living there. There is the old Joplin Humane Society building. Demolition of the two (2) kennels, which is attached to the front and the back has been done. Now it is the main office building. He wants to renovate that building into a residential home. Facing the street Swede Ln., eventually he will build residential homes.

Mr. Ramsour asked if the Commissioners had any questions? There were none. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MR. KIMBLE MOVED, SECONDED BY MR. EASTMAN THAT CASE 006-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE" (7 IN FAVOR

Z&P Meeting: January 11, 2021
City Council Meeting: February 1, 2021

STAFF PLANNING REPORT
Rezoning

CASE 006-21 A request to rezone from M-1-PD (Restricted Industrial Planned Development) to R-1 (Single-family Residential)

LOCATION 4330 & 4400 Swede Ln.

APPLICANT Alan Bemo

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-1-PD	Single-family Residential	Approx. 9.32 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-1-PD	M-1-PD	R-1	Out of City Limits
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Vacant

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Swede Ln.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The request is consistent with the comprehensive plan. The future land use map does show this property to be future low-density residential.

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

The current zoning of M-1-PD is not suitable in this area. At one time the plan was for this area to develop with industrial uses, given is proximity to the airport. However, pressure for residential development led to single-family zoning and uses occupying this area. Industrial uses are still in this area, however they are to be located to the North of Logan Dr., as shown in the Future Land Use Map.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning to R-1 will not be detrimental to nearby property. The R-1 district is the most protected districted with the fewest allowable uses. Rezoning to a district that allows for much less intense developments will not have a detrimental affect on nearby property.

DISCUSSION

This request is compatible with the Comprehensive Plan, the Future Land Use Map, and the zoning requested is appropriate for the area. Nearby properties will not be affected by the change to a less intense zoning district.

Staff recommends approval of Case 006-21.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 33L
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Alan Bemo PHONE: 417 499 5083
ADDRESS: 4409 SWEDE LN. JOPLIN, MO ZIP: 64801

OWNER: Jonathan Bemo PHONE:
ADDRESS: 2083 67th Ave. S., St. Petersburg, FL ZIP: 33712

LOCATION/ADDRESS OF PROPERTY: 4330 & 4400 Swede Ln, Joplin, 64801

Present Zoning M1-PD Requested Zoning: R1 Acreage: 9.32
Present Use of Property: residence, Storage Building, pasture

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	residence + pasture	M1-PD
South	residence + pasture	
East		M1-PD currently changing to R1 ?
West	undeveloped woods - Airport Drive	

Character of the Neighborhood: In the past it ~~was~~ was all M1-PD with only 5 residences on Swede Lane. It has been changing to R1. a quiet rural setting with Deer, & turkeys.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   If yes, explain: I want to improve property to residence but cannot as zoned.

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Swede Ln.
2. Classification of Street(s):
   Arterial_____ Collector_____ Local ✓
3. Right-of-Way Width: Paved street 25' wide with 7' right of-way
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No.

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

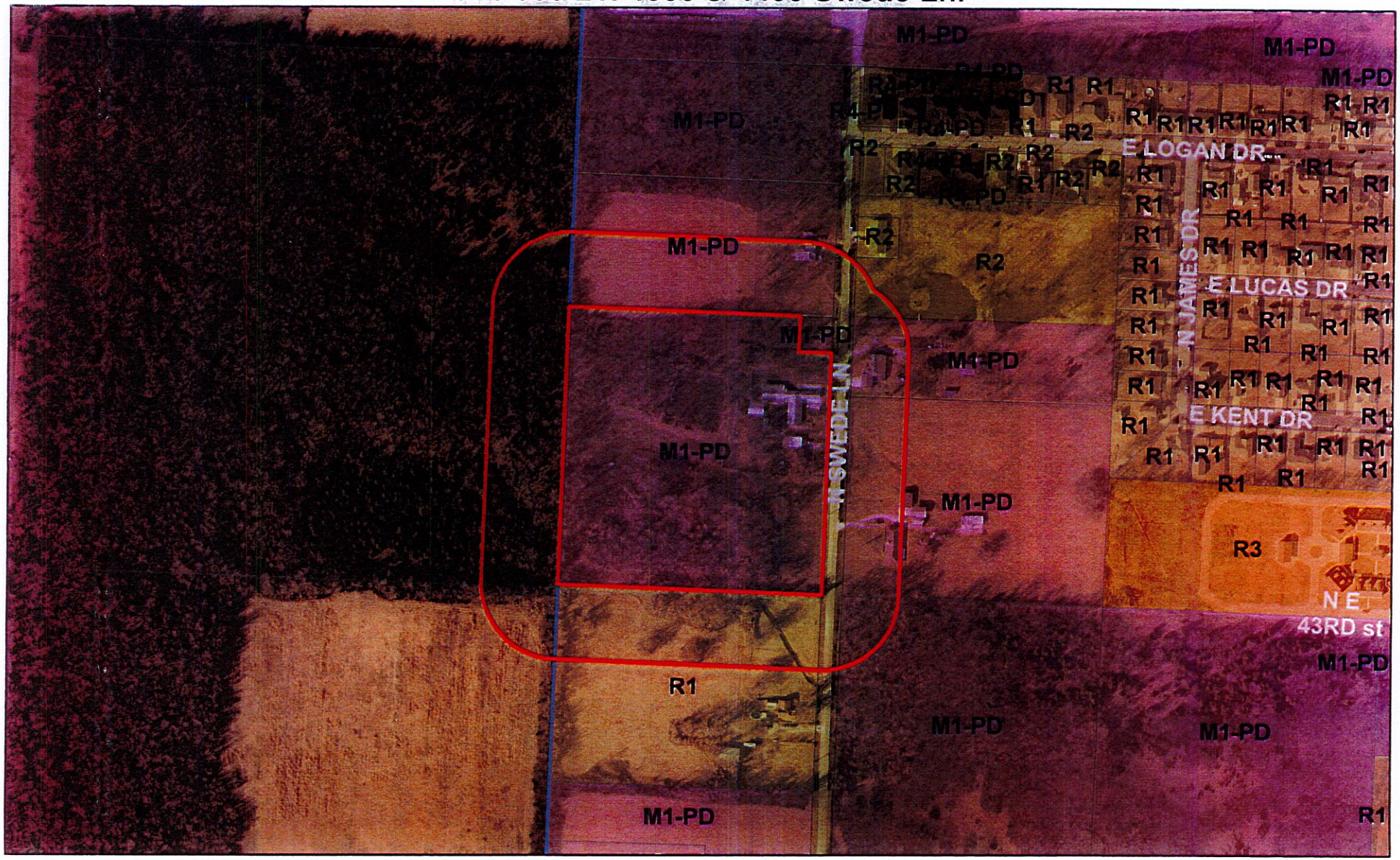
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed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

SIGNATURE: [signature] DATE: 12/16/2020

EMAIL: alienonearth@psmail.net

TITLE: _____

Case 006-21: 4330 & 4400 Swede Ln.



Case 006-21: 4330 & 4400 Swede Ln. - A request to remove from District M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) for future residential development – Alan Bemo.

Joplin City Limits

0 170 340 680 1,020 1,360 Feet

N

P & Z Case 006-21
Alan Bemo
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-257 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from M-1-PD (Restricted Industrial Planned Development) and include in District R-1 (Single-family Residential) property as described below and located 4330 & 4400 Swede Ln., City of Joplin, Jasper County, Missouri.

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

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

Lots 13 & 14 of Midway Gardens except the North 90' of the East 75'

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

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

Ryan D. Stanley, Mayor

ATTEST:

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-258 – Final Plat Review, Thawakle Subdivision.

MEETING DATE:
February 1, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 007-21: Final Plat Review – A request to review the Final Plat of Thawakle Sub-division located at 3033 W. 26th St. – Dr. Iftikhar Ali

BACKGROUND:
The final plat approval is for Thawakle Sub-division located at the Northwest corner of W. 26th St. and S. Schifferdecker Ave. This subdivision will be 7 residential lots, zoned R-1 Single-family residential. Utilities are already in place to serve some of the lots that will be created. Sewer extension will be required, and easements are provided on the plat. Stormwater management facilities will also be required. Easements for these are provided. All lots meet the minimum lot size requirements for area and width.

PLANNING & ZONING COMMISSION TESTIMONY:
Darin Collins, 3600 SE 110th Street, Galena, Kansas. He is representing Dr. Ali and wanting to divide into eight lots for single family residence. There is one house that has been completed in the subdivision.
Mr. Eastman asked if it would enter in and off 26th Street not Schifferdecker correct?

Mr. Collins stated there are two that are designed to enter off Schifferdecker

Mr. Kimble stated that there will be eight (8) lots in that corner lot. How much difference square-footage-wise will those homes be compared to what is in the neighborhood now?

Mr. Collins stated that it would be comparable.

Mr. Ramsour asked about the access of lots 3 and 4.

Mr. Collins stated there was an ingress/egress easement.

PUBLIC COMMENT;
None.

FUNDING SOURCE
These payments are included in the FY 2019-20 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 007-21.
Planning and Zoning Commission approved Case 007-21 (7 Favor, 0 Nays)

ATTACHMENTS:
CB 2021-258, Planning Report, Commission Minutes, Plat-Thawakle Subdivision.

CB 2021-258

P&Z minutes for Preliminary Plat

Case 048-20: Preliminary Plat Review – A request to review the Preliminary Plat of Thawakle Sub-division located at 3033 W. 26th St. – Dr. Iftikhar Ali

Darin Collins, 3600 SE 110th Street, Galena, Kansas. He is representing Dr. Ali and wanting to divide into eight lots for single family residence. There is one house that has been completed in the subdivision.

Mr. Ramsour asked if the Commissioners had any questions.

Mr. Eastman asked if it would enter in and off 26th Street not Schifferdecker correct?

Mr. Collins stated there are two that are designed to enter off Schifferdecker

Mr. Kimble stated that there will be eight (8) lots in that corner lot. How much difference square-footage-wise will those homes be compared to what is in the neighborhood now?

Mr. Collins stated that it would be comparable.

Mr. Ramsour asked about the access of lots 3 and 4.

Mr. Collins stated there was an ingress/egress easement.

Mr. Ramsour wanted to know if there were any other questions from the Commissioners. There were not. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MR. EASTMAN MOVED, SECONDED BY MR. KIMBLE THAT CASE 048-20 BE APPROVED BY THE PLANNING AND ZONING COMMISSION. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE" (7 IN FAVOR).

P&Z Final Plat Review Minutes

Case 007-21: Final Plat Review – A request to review the Final Plat of Thawakle Sub-division located at 3033 W. 26th St. – Dr. Iftikhar Ali

Darin Collins, 3600 SE 110th Street, Galena Kansas. He is representing Dr. Ali and wanting to divide into eight (8) lots for single family residence.

Mr. Ramsour asked if the Commissioners had any questions for Mr. Collins on the Final Plat.

Ms. Steele stated that she was pleased to see the water retention.

Mr. Collins stated that they have had meeting with the different departments in the City and have put the required and necessary items on the plat for approval.

Mr. Stanton stated that the City had meetings with Mr. Collins and his survey team to make sure that was addressed. The Engineers know that this portion of Schifferdecker corridor particularly has storm water issues, so we made sure that was addressed.

Mr. Ramsour asked if there were any additional questions from the Commissioners? There were not. Mr. Ramsour asked if there anyone in the audience who would like to speak in favor of this case? There was not. Mr. Ramsour asked if there anyone who would like to speak in opposition of the case? There was not.

MR. EASTMAN MOVED, SECONDED BY MS. STEELE THAT CASE 007-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MOTION CARRIED, WITH MR. RAMSOUR, MS. STEELE, MR. EASTMAN, MR. MCCULLOUGH, MS. BRUCKNER-SEARS (ON PHONE), MR. KIMBLE, AND MS. PHILLIPS VOTING "AYE" (7 IN FAVOR).

Z&P Meeting: January 11, 2021
City Council Meeting: February 1, 2021

STAFF PLANNING REPORT
Final Plat

CASE 007-21 Final Plat Review

NAME OF SUBDIVISION Thawakle Sub-division

LOCATION: 3017 W. 26th St.

APPLICANT: Dr. Iftikhar Ali

PRESENT ZONING: R-1

PRESENT LAND USE: Single-family Residential

SITE CONTEXT:

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

SUBDIVISION:

Number of lots
7

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
S. Schifferdecker Ave	Arterial	85'
W. 26th St.	Local	50'

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

No.

UTILITIES: Some existing. Sewer extension will need to be provided. Easements for utilities are shown on the plat.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

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

Yes.

DISCUSSION:

The final plat approval is for Thawakle Sub-division located at the Northwest corner of W. 26th St. and S. Schifferdecker Ave. This subdivision will be 7 residential lots, zoned R-1 Single-family residential. This zoning is appropriate for the existing use as well as the area and conforms to the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the subdivision regulations.

Dr. Iftikhar Ali is seeking a 7-lot residential subdivision for single-family residential uses located at 3017 W. 26th St. Utilities are already in place to serve some of the lots that will be created. Sewer extension will be required, and easements are provided on the plat. Stormwater management facilities will also be required. Easements for these are provided. All lots meet the minimum lot size requirements for area and width.

Staff recommends approval of Case 007-21.

ENCLOSURES:

Application
Final Plat

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: 007-21
Date Filed:
Date of Meeting: 1/11/21 P+Z 2/1/21 C.C
Filing Fee:

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

I. Name of Subdivision: Thawdle Sub-Division
II. Name of Owner: Dr. Iftikhar Ali
III. Name of Subdivider: MJ Surveying
IV. Name of Person who prepared the Plat: JPM
V. Date of Hearing: 1/11/21 P+Z 2/1/21 CC
VI. Location of Property by Streets: 26th + Schifferdecker (NW Corner)
VII. Present Zoning of Property: R-1
VIII. Present Uses of Property: Residential Const
IX. No. of Acres in Total Tract: 2 No. of Lots: 7

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

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

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

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

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

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

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

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

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

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

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

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

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. ____ ____

B. Dedications or reservations. ____ ____

C. Surveyor preparing plat. ____ ____

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

XIV. Deed Restrictions:

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

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

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

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

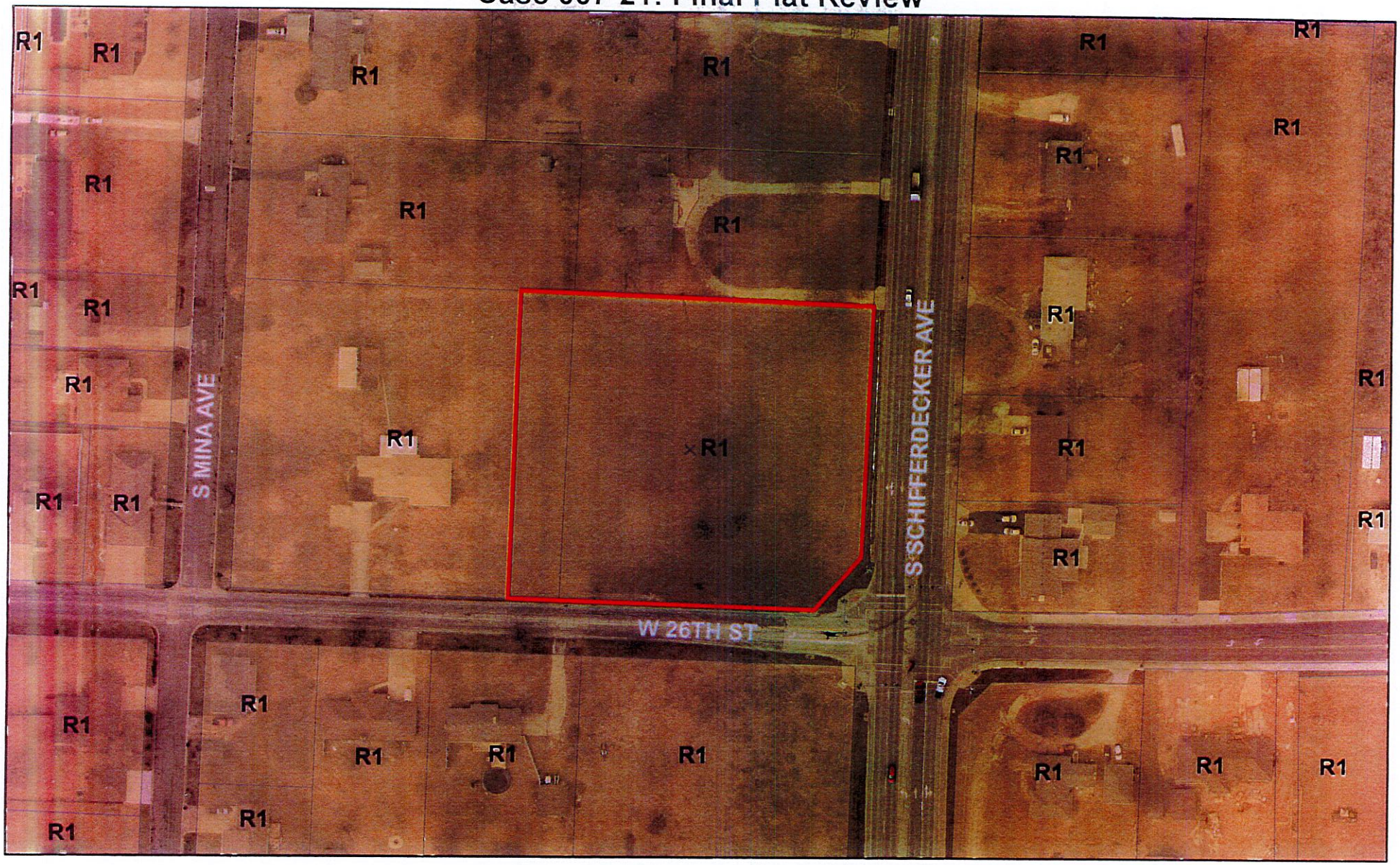
XVI. Are additional comments attached? _____ ✓

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

_____ _____

Signature Date

Case 007-21: Final Plat Review



Case 007-21: Final Plat Review – A request to review the Final Plat of Thawakle Sub-division located at 3033 W. 26th St. – Dr. Iftikhar Ali

Joplin City Limits

0 62.5 125 250 375 500 Feet

N

FINAL PLAT OF

THAWAKLE SUB-DIVISION

BEING A REPLAT OF LOTS NUMBER NINE AND PART OF TEN IN GLENWOOD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS _____ DAY OF _____, 2020.

_____
DR. IFIKHAR ALI MEMBER

THIS PLAT OF THAWAKLE SUBDIVISION HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2020.

_____
CHAIRMAN

THIS PLAT OF THAWAKLE SUBDIVISION INCLUDING EASEMENTS ACCEPTED BY THE CITY COUNCIL, HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____, DULY PASSED AND APPROVED BY THE MAYOR OF JOPLIN, MISSOURI ON THE _____ DAY OF _____, 2020.

_____ _____
MAYOR CITY CLERK

STATE OF MISSOURI
COUNTY OF JASPER } SS

ON THIS _____ DAY OF _____, 2020, BEFORE ME A NOTARY PUBLIC IN SAID COUNTY AND STATE PERSONALLY APPEARED DR. IFIKHAR ALI, WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

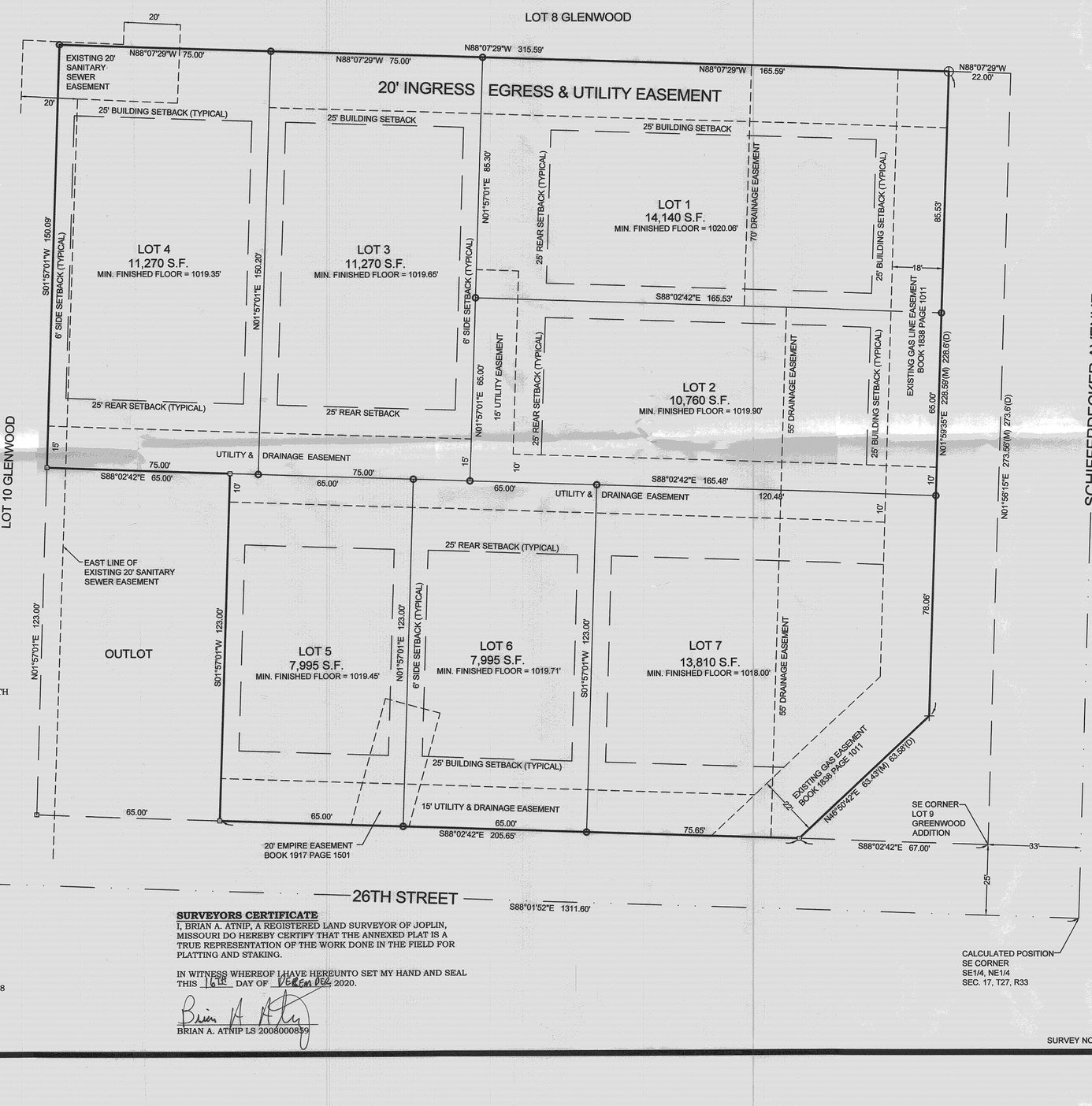
IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT MY OFFICE IN JOPLIN, SAID COUNTY AND STATE.

_____ MY COMMISSION EXPIRES:
NOTARY PUBLIC

STATE OF MISSOURI
COUNTY OF JASPER } SS

IN THE OFFICE OF THE RECORDER OF DEEDS I, CHARLOTTE PICKERING, RECORDER OF SAID COUNTY AND STATE DO HEREBY CERTIFY THAT WITHIN INSTRUMENT OF WRITING AND PLAT WAS WITH CERTIFICATE THEREON AT _____ O'CLOCK AND _____ MINUTES, __M. ON THIS _____ DAY OF _____, 2020, DULY FILED FOR RECORD IN THIS OFFICE IN BOOK _____ AT PAGE _____.

_____
RECORDER OF DEEDS



VERTICAL DATUM
ELEVATIONS ARE BASED ON NAVD88

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

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS 16th DAY OF DECEMBER 2020.

Brian A Atnip
BRIAN A. ATNIP LS 2008000859

DESCRIPTION
ALL THAT PART OF LOTS NUMBERED NINE (9) AND TEN (10) IN GLENWOOD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9, THENCE N88°02'42"W A DISTANCE OF 67.00 FEET TO THE POINT OF BEGINNING; THENCE N46°50'42"E A DISTANCE OF 63.58 FEET (63.43 FEET MEASURED) TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SCHIFFERDECKER AVENUE;
THENCE N01°59'35"E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 228.59 FEET;
THENCE N88°07'29"W A DISTANCE OF 315.59 FEET;
THENCE S01°57'01"W A DISTANCE OF 150.09 FEET;
THENCE S88°02'42"E A DISTANCE OF 65.00 FEET;
THENCE S01°57'01"W A DISTANCE OF 123.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 26TH STREET;
THENCE S88°02'42"E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 205.65 FEET TO THE POINT OF BEGINNING.

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

CLASS OF PROPERTY
URBAN

SOURCE DOCUMENTS
RECORDED PLAT OF GREENWOOD ADDITION.

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 29097C0258E, WHICH BEARS AN EFFECTIVE DATE OF 11/2/2020 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

NOTES
NO UTILITIES SHOWN AS A PART OF THIS SURVEY.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

LOT CORNERS TO BE SET WITHIN 12 MONTHS OF THE RECORDING OF THE FINAL PLAT.

PROPERTY OWNER & SUBDIVIDER
DR. IFIKHAR ALI
PHAWAKLE, LLC.
2613 S. MAIN ST.
JOPLIN, MO 64804

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

SUBDIVISION INFORMATION

TOTAL ACRES:	2.0
TOTAL NUMBER OF LOTS:	7
ZONING:	R-1
MAXIMUM LOT SIZE:	14,140 S.F.
MINIMUM LOT SIZE:	7,995 S.F.
AVERAGE LOT SIZE:	11,000 S.F.

LEGEND
- FOUND IRON PIN
- SET IRON PIN
- FOUND CROSS
- SET CROSS
- (M) MEASURED
- (P) PLAT

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2020

STATE OF MISSOURI — BRIAN A. ATNIP — NUMBER PLS-2008000859 — 12/16/20 — PROFESSIONAL LAND SURVEYOR

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

DRAWN JPM	DATE 12/16/2020	DR. ALI THAWAKLE SUB. TO CITY OF JOPLIN, JASPER COUNTY, MISSOURI.
APPROVED BAA	DATE 12/16/2020	
SCALE 1"=20'	SHEET B & R	PROJECT # 20108

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

P & Z Case 007-21
Dr. Iftakhar Ali
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-258 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Thawakle Subdivision located 3017 W. 26th Street. in the City of Joplin, Jasper County, Missouri.

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

Section 1. That the grades in the Plat of Subdivision located at 3017 W. 26th Street in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

> ALL THAT PART OF LOTS NUMBERED NINE (9) AND TEN (10) IN GLENWOOD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9, THENCE N88˚02'42"W A DISTANCE OF 67.00 FEET TO THE POINT OF BEGINNING; THENCE N46˚50'42"E A DISTANCE OF 63.58 FEET (63.43 FEET MEASURED) TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SCHIFFERDECKER AVENUE; THENCE N01˚59'35"E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 228.59 FEET; THENCE N88˚07'29"W A DISTANCE OF 315.59 FEET; THENCE S01˚57'01" W A DISTANCE OF 150.09 FEET; THENCE S88˚02'42"E A DISTANCE OF 65.00 FEET; THENCE S01˚57'01"W A DISTANCE OF 123.00 FEET TO THE POINT ON THE NORTH RIGHT-OF-WAY LINE OF 26TH STREET; THENCE S88˚02'42"E ALONG SAID NORTH RIGHT-OF-WAY LINE A DISTANCE OF 205.65 FEET TO THE POINT OF BEGINNING.

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

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2021-004 – allowing the Joplin Police Department to apply for two (2) grants under MoDOT's Highway Safety Program for Traffic Enforcement of DWI Saturation and HMV (Hazardous Moving Violations) to further efforts in reducing DWI crashes, as well as reducing crashes involving hazardous moving violations.

MEETING DATE
February 16, 2021.

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

SUMMARY
This resolution authorizes the submittal of an application to the Missouri Department of Transportation (MoDOT) Highway Safety Program for Traffic Enforcement for grant funds for DWI and HMV enforcement.

BACKGROUND
A resolution from City Council in support for submittal is required for the application to receive MoDOT grant funds. The grant provides funding for projects that will further efforts to reduce DWI and HMV crashes.

FUNDING SOURCE
Grants are included in the budget.

RECOMMENDATION
Staff recommends approval of this resolution.

ATTACHMENTS
Resolution No. 2021-004

RESOLUTION NO. 2021-004

A RESOLUTION allowing the Joplin Police Department to apply for three (3) grants under MoDOT's Highway Safety Program for Traffic Enforcement of DWI Saturation, HMV (Hazardous Moving Violations), and a DWI Full Time Unit to further efforts in reducing DWI crashes and crashes involving hazardous moving violations.

WHEREAS, the Joplin Police Department seeks City Council authorization to apply for three grants for a total of One Hundred Thirty-Two Thousand Two Hundred and 00/100 dollars ($132,200.00) from MoDOT's Highway Safety Program; and

WHEREAS, the authorization allows for the acceptance of the awards and for the expenditure of the grant money; and

WHEREAS, the grants allow for the enforcement of DWI laws and HMV laws, training, and equipment to further efforts in reducing DWI and HMV crashes, and a DWI Officer dedicated to impaired driving enforcement.

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

Section 1. That the application for Grant Funding by and between the City of Joplin and the Missouri Department of Transportation, in a total amount of One Hundred Thirty-Two Thousand Two Hundred and 00/100 Dollars ($132,200.00), providing for the funding of 50% of the salary and the overtime and fringe benefits of two police officer positions, providing for the funding of DWI and HMV Enforcement to include fringe benefits, and DWI Enforcement Patrols and Checkpoints Overtime to include fringe benefits is hereby approved.

Section 2. That the City Manager of the City of Joplin is hereby authorized and directed, upon recommendation and approval of the City Council, to submit a resolution of authorization as part of the grant application package to the Missouri Department of Transportation's Highway Safety Program for Traffic Enforcement.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____ 2021.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-001: authorizing the City of Joplin, Missouri, to enter into an Agreement with Bykota REI LLC, a Colorado Limited Liability Company, for the purpose of redeveloping the property commonly known as 320 S. Moffett St. and referred to as the Olivia Apartments for the not to exceed price of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00); authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

MEETING DATE
February 16, 2021

ORIGINATING DEPT
LEGAL

ATTACHMENTS
CB2021-001 Ordinance; Exhibit A: Cooperative Agreement

REVIEWED BY
Dept. Head: City Attorney: Peter Edwards; City Manager: Nick Edwards; Leslie Haase, Finance Director; and Troy Bolander, Director of Planning and Community Development.

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Bykota REI LLC, a Colorado Limited Liability Company, for the purpose of redeveloping the property commonly known as 320 S. Moffett St. and referred to as the Olivia Apartments for the not to exceed price of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00).

BACKGROUND

Bykota REI, LLC ("Bykota") owns or will own real estate in Joplin, Jasper County, Missouri commonly known as 320 S. Moffett St. and referred to as the Olivia Apartments. In December 2020, the Olivia Apartments were damaged by fire, including destruction of the roof. Bykota desires to acquire and redevelop the real estate and has requested an investment from the City into the real estate as a part of the total redevelopment project. Bykota will seek federal and state historical tax credits as an additional financing incentive for the project and will also apply for real estate tax abatement under Chapter 353, RSMo. The parties agree that Bykota will reconstruct the roof of the Olivia by June 15, 2021 and complete the construction and rehabilitation of the Olivia by March 1, 2023. The City will assess a special tax bill against the real estate for the total amount of its investment and will release its lien against the property once the construction is finalized and a Certificate of Occupancy issued by the City. The City's investment of $250,000.00 is being made on a dollar for dollar match and it is only reimbursement for hard constructions costs such as material and labor. The attached Cooperative Agreement contains the full agreement between the parties.

FUNDING SOURCE
General Fund

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

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (the "Agreement"), is entered into by and between the **BYKOTA REI, LLC ("Bykota" or "Owner"), a Colorado Limited Liability Company,** and the **CITY OF JOPLIN, a Missouri Municipal Corporation ("City")** (sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties") on the Effective Date set forth on the signature page below, as follows:

W I T N E S S E T H:

WHEREAS, Bykota REI, LLC ("Bykota" or "Owner") owns or will own real estate in Joplin, Jasper County, Missouri that is legally described on Exhibit A; and,

WHEREAS, part of the real estate is the Olivia Apartment Building that was damaged by fire in December, 2020; and,

WHEREAS, as a result of the fire, the roof on the Olivia was destroyed; and,

WHEREAS, Bykota desires to acquire the real estate for a redevelopment/rehabilitation project ("Project" or "Redevelopment Project"); and,

WHEREAS, Bykota has requested an investment from the City into the real estate as a part of the total redevelopment project; and,

WHEREAS, Bykota will seek federal and state historical tax credits as an additional financing incentive for the project and will also apply for real estate tax abatement under RSMo Chapter 353; and,

WHEREAS, the Parties hereto desire to enter into this Cooperative Agreement to memorialize the terms, covenants, and conditions of their agreement.

NOW, FOR AND IN CONSIDERATION of the covenants, agreements, and premises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Legal Description of the Real Estate.

See Exhibit "A"

2. City's Obligations.

a. The City agrees to invest an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) into the Olivia project on a dollar-for-dollar basis to match the funds spent by Bykota on the rehabilitation project. The City's investment is limited to a reimbursement match only for Bykota's hard construction costs related to the project on only the property known as the Olivia Building with an address of 320 South Moffet Avenue. The parties

agree that securing the building and re-constructing the roof on the building will be the first construction items to be completed. "*Hard construction costs*" is defined as "the costs of construction materials, equipment, and labor. Hard costs shall not mean soft costs including but not limited to accountant fees, administrative fees, appraisal fees, architect fees, consulting fees, design fees, engineering fees, environmental testing, financing, legal fees, overhead, professional fees, real estate fees, soil testing, surveying fees, or title work." City shall have sole discretion in determining whether a cost is a hard cost or soft cost.

b. The City's investment is conditioned on the construction timeline being strictly adhered to by Bykota, as outlined in Section 4., below.

c. City lien and special tax bill. The City will have a lien that will encumber the real estate, and upon final payment of the total investment for the Project, the City will issue a special tax bill for the investment amount. The tax bill will bear no interest. Upon timely completion of the Project, under the construction completion schedule outlined in this Agreement and a Certificate of Occupancy being issued, the City agrees to release, forgive, and discharge its lien and special tax bill against the real estate.

d. Reimbursement payments by the City. At least ten (10) days before any reimbursement payment for Owner's hard construction costs is to be requested, the Owner or Owner's Representative ("Owner") will submit to the City's Project Administrator, a payment request filled out and signed by the Owner and any Contractor selected by the Owner, covering the work performed and supported by lien releases or conditional lien releases covering all supplies, labor and/or subcontractors used in the completion of the rehabilitation project. Owner agrees to submit reimbursement requests to the City no more frequently than every thirty (30) days. Upon approval by the Project Administrator, the City shall reimburse fifty percent (50%) of the payment request. Lien releases or conditional lien releases must be provided prior to any payment being made to the Owner. In the event that a conditional lien release is approved, a full lien release shall be submitted to the City with the next reimbursement request.

e. Chapter 353 Tax Abatement. The City agrees to review an application by the Owner for tax abatement under RSMo Chapter 353 upon the recommendation of the Joplin Redevelopment Corporation. The City agrees that this proposed project is appropriate for tax abatement under Chapter 353.

3. Bykota's obligations and requirements. The Owner agrees to the follow obligations and requirements for the Project:

a. Secure the property, including barring entry to unauthorized persons.

b. Correct any unsafe conditions on the property, including, as necessary, structural reinforcement, temporary stabilization, and weatherization.

c. Timely apply for all available Federal and State historical tax credits.

d. Timely submit an application for tax abatement under Chapter 353, RSMo.

e. Comply with all appropriate specifications, including the terms contained in this Agreement, and codes referred to, and with all regulations, ordinances, and laws of the City, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors.

f. Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

g. Bykota and/or its building contractor agree to carry general liability insurance for the Project in the amount of $5,000,000.00 or some other amount agreeable to the City. In addition, Bykota will carry a Builder's Risk Insurance Policy for the amount of the Project. The parties agree and understand that this policy amount will increase in coverage as the improvements on the Project are completed.

4. Timing of Completed Construction of Improvements. Owner has submitted to the City, a proposed schedule for the completion of the Project. The parties agree that this schedule of completed construction improvements is material to this Agreement. The investment by the City is based on this schedule being met by Owner. The schedule is as follows:

a. April 1, 2021: Roof permit is to be obtained.

b. June 15, 2021: The Roof is to be completed.

c. October 1, 2021: The permit for the interior work is to be obtained.

d. March 1, 2023: The project is to be completed and a Certificate of Occupancy issued.

5. Control of Project. Except as otherwise provided in this Agreement, Owner shall have complete and exclusive control over construction of the Olivia Building Project. As to all parts of the Project, Owner hereby grants to City, its agents, and employees the right to enter following reasonable advance notice at reasonable times for the purpose of inspecting the Project.

6. Indemnification.

a. Owner shall indemnify, protect, defend, and hold City and its officers, directors, city council, employees and agents (collectively, the "**Indemnified Parties**" or, individually, an "**Indemnified Party**") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of Owner, its constituent members or partners, their employees, agents, independent

Contractors, licensees, invitees, or others acting by, through, or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement and/or in connection with the ownership, use or occupancy and redevelopment and rehabilitation of the Olivia Building Project. Provided that, Owner shall not have any indemnification obligation with respect to any particular liability where one or more Indemnified Parties' negligence or willful misconduct was involved.

b. In the event any suit, action, investigation, claim, or proceeding (collectively, an "**Action**") is begun or made as a result of which Owner may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to Owner of the occurrence of such event, but the failure to notify Owner will not relieve Owner of any liability that it may have to an Indemnified Party. After receipt of such notice, Owner may elect to defend, contest, or otherwise protect the Indemnified Party against any such Action, at the cost and expense of Owner, utilizing counsel of Owner's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that Owner shall fail to timely defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to Owner asserting Owner's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to Owner for payment, and, within thirty (30) business days after such submission, Owner shall transfer to the Indemnified Party sufficient funds to pay such bills. Owner acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

c. An Indemnified Party shall submit to Owner any settlement proposal that the Indemnified Party shall receive. Owner shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Owner consents to such settlement. Neither Owner nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

d. Owner expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Agreement imposed upon Owner in order to induce City to enter into this Agreement. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Agreement. If such court action is successful, the Indemnified Party shall be reimbursed by Owner for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement, or appeal of such action).

e. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement and the Redevelopment Project Areas as development areas with respect to any liability arising during the term of the Agreement.

7. Breach-Compliance.

a. If Owner or City does not comply with provisions of this Agreement, within the time limits and in the manner for the completion of the Project as herein stated, except for any extensions or waivers described herein and Excusable Delays (as defined in this Agreement), in that Owner or City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Agreement or the Act, and if, within thirty (30) days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period, then the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance (but not to compel construction) by the party in default of its obligations and, in the case of default by Owner, City is granted the right to terminate this Agreement, the right to exercise its right under the City's special tax bill that will be issued for its investment in the Project and pursue any other legal remedies that are available.

b. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

c. Owner (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Agreement), waives to the fullest extent permitted by law and equity, all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence, or modification of terms of Agreement.

d. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect, to the particular default except to the extent specifically waived.

8. Excusable Delays. The parties understand and agree that Owner shall not be deemed to be in default of this Agreement because of delays or temporary inability to commence, complete or proceed in accordance with the Redevelopment Schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of Owner which are caused by the action or failure to act of any governmental body, department or agency, including but not limited to, failure to approve complete applications for permits that comply with all applicable laws and regulations within thirty (30) days of submission and failure to provide any consent required by this Agreement where all applicable requirements for said consent have been complied with, within twenty (20) days of submission, acts of war or civil insurrection, breach of this Agreement by City or any natural occurrence, pandemic of any nature, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather (collectively "**Excusable**

Delays"). The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld. Nothing herein shall excuse Owner from performance of its obligations because of a lack of funds or inability to obtain financing.

9. Non-subordination. The parties agree that the City's investment in the project and the its lien and special tax bill against the real estate will not be subordinated to any other party or lender for the Project.

10. Notice. Any notice required by this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to City shall be addressed to:

City Manager
City Hall
602 South Main Street
Joplin, Missouri 64801

With a copy to:

City Attorney
City Hall
602 South Main Street
Joplin, Missouri 64801

Any notice to Owner shall be addressed to:

Bykota REI, LLC
Attn: Chris Smith

_____

_____

Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days' written notice thereof.

11. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between City and Owner. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

12. Effective Date. This Agreement shall become effective upon passage of an Ordinance by the City Council and full execution by both parties.

13. Recording. Upon full execution by City and Owner, this Agreement or a memorandum thereof shall be recorded by City, at Owner's expense, in the Office of the Recorder of Deeds for Jasper County, Missouri.

14. Applicable Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Jurisdiction for any dispute arising under this Agreement shall lie exclusively in the Circuit Court of Jasper County, Missouri.

15. Covenant Running With the Land. The provisions of this Agreement shall remain in effect for the duration of the Project. They shall be covenants running with the land and shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, City, its successors and assigns, against Owner, its successors and assigns, and every successor in interest to the subject real property, or any part of it or any interest in it and any party in possession or occupancy of the real property or any part thereof.

16. Validity and Severability. It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Agreement by reference.

17. Time and Performance are of the Essence. Time and exact performance are of the essence of this Agreement.

18. City's Legislative Powers. Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY:

THE CITY OF JOPLIN, MISSOURI, a municipal corporation

By:_____

Print Name:_____

Title:_____

OWNER:

BYKOTA REI, LLC, a Colorado limited liability company

By:_____

Print Name: Chris Smith

Title: Manager

By:_____

Print Name: Michelle Johnson

Title: Manager

EXHIBIT A

ALL THAT PART OF LOTS NUMBERED THIRTY-ONE (31), THIRTY-TWO (32) AND THIRTY-THREE (33) IN MOFFET'S SUB-DIVISION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 40 FEET WEST OF THE SOUTHEAST CORNER OF LOT NUMBERED THIRTY-ONE (31), THENCE NORTH PARALLEL WITH THE WEST LINE OF THE ALLEY TO A POINT 18 FEET SOUTH OF THE NORTH LINE OF LOT NUMBERED THIRTY-THREE (33), THENCE WEST 42.5 FEET, THENCE SOUTH TO THE SOUTH LINE OF LOT NUMBERED THIRTY-ONE (31), THENCE EAST 42.5 FEET TO THE POINT OF BEGINNING, BEING THE EAST 42.5 FEET OF THE WEST 85 FEET OF LOTS THIRTY-ONE (31) AND THIRTY-TWO (32), AND THE EAST 42.5 FEET OF THE WEST 85 FEET OF THE SOUTH 32 FEET OF LOT NUMBERED THIRTY-THREE (33) IN MOFFET'S SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

ALSO, ALL OF THE EAST 40 FEET OF LOTS NUMBERED THIRTY-ONE (31), THIRTY-TWO (32) AND THIRTY-THREE (33), EXCEPT THE NORTH 18 FEET OF LOT NUMBERED THIRTY-THREE (33) IN MOFFET'S SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

ALL OF THE SOUTH ONE-HALF OF LOT NUMBERED FORTY-FOUR (44) AND ALL OF LOT NUMBERED FORTY-FIVE (45) IN MOFFET'S SUB-DIVISION, TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, SUBJECT TO ALL PRIOR EASEMENT, RESTRICTIONS, RESERVATIONS, COVENANTS AND ENCUMBRANCES NOW OF RECORD.

ALL OF LOTS NUMBERED FORTY-SIX (46), FORTY-SEVEN (47) AND FORTY-EIGHT (48) IN MOFFET'S SUBDIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, BEING SUBJECT TO ALL EASEMENTS, RIGHT OF WAYS, AND RESERVATIONS OF RECORD.

COUNCIL BILL NO. 2021-001 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with Bykota REI LLC, a Colorado Limited Liability Company, for the purpose of redeveloping the property commonly known as 320 S. Moffett St. and referred to as the Olivia Apartments for the not to exceed price of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00); authorizing the City Manager or his designee to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, Bykota REI, LLC ("Bykota") owns or will own real estate in Joplin, Jasper County, Missouri commonly known as 320 S. Moffett St. and referred to as the Olivia Apartments; and

WHEREAS, the Olivia Apartments were damaged by fire, including destruction of the roof in December 2020; and

WHEREAS, Bykota desires to acquire and redevelop the real estate; and

WHEREAS, Bykota has requested an investment from the City into the real estate as a part of the total redevelopment project; and

WHEREAS, Bykota will seek federal and state historical tax credits as an additional financing incentive for the project and will also apply for real estate tax abatement under Chapter 353, RSMo; and,

WHEREAS, the Parties hereto desire to enter into this Cooperative Agreement to memorialize the terms, covenants, and conditions of their agreement.

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

Section 1. That the Agreement with Bykota REI LLC, a Colorado Limited Liability Company, for the purpose of redeveloping the property commonly known as 320 S. Moffett St. and referred to as the Olivia Apartments for the not to exceed price of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated by reference 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 the City hereby declares that this Ordinance dealing with the immediate preservation of the public peace, property, health, safety, or moral, and dealing with a public improvement, is considered an emergency within the meaning of Section 2.12(1) and (6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Memorandum of Understanding

This Agreement entered into this 7th day of January, 2021, by and between Newton County, Missouri (hereinafter "County") and the City of Joplin, Missouri (hereinafter "City"), and in exchange for the mutual consideration and promises contained herein agree as follows:

I. Purpose. The purpose of this Agreement is to set forth and establish the duties and responsibilities of the parties as concerns the Tin Cup Parallel Force Main project and the Crane Rd./Arbor Hills Area Lift Station Elimination project, both of which extend outside of the existing corporate limits of City.

II. Recitals. The parties acknowledge and agree that the following facts exist with regard to the purpose of this Agreement and the parties hereto:

1. That Newton County is a political subdivision in the form of a county of the second class existing under Missouri law;

2. That the City of Joplin is a political subdivision in the form of a constitutional charter / home rule city existing under Missouri law;

3. That RSMo. § 70.220 authorizes political subdivisions of this state to contract and cooperate with other political subdivisions for the planning, development, construction, acquisition, or operation of any public improvement so long as such public improvements are within the scope of the powers of such political subdivision;

4. That the acquisition of easements and right-of-way for the construction of sanitary sewer improvements are within the scope of the powers granted to County and City;

5. That RSMo. § 250.190 allows all cities within the State of Missouri operating a sewerage system or a combined waterworks and sewerage system under this chapter to supply water services or sewerage services or both such services to premises situated outside its corporate boundaries and for that purpose to extend and improve its sewerage system or its combined waterworks and sewerage system.

6. That the proposed wastewater conveyance improvement would benefit the citizens of both County and City.

III. Responsibilities of City. The City shall have the following duties and responsibilities with respect to the project:

1. To incur all costs of improvements, including but not limited to the cost of easement and right-of-way acquisition, engineering, wastewater conveyance construction, and wastewater conveyance maintenance, except to the extent that the County or any other public entity should decide to participate in the maintenance cost or by law is required to contribute toward the maintenance cost.

2. To communicate with the County on key issues throughout the project and discuss any possible condemnation prior to taking action.

3. To reimburse County for any sums which it expends on the project except for those voluntary payments, if any, which County chooses to make.

4. To hire and employ all engineers or other professionals necessary to complete the proposed project.

5. To coordinate with any person, developer, or entity who proposes to build any structure or development within the designated project limits.

IV. Responsibilities of County. The County shall have the following duties and responsibilities with respect to the project:

1. To inform City of any proposed development which is submitted to County which is to be located within the designated project limits as soon as possible after such development plans have been submitted.

2. To proceed with condemnation in the name of Newton County as requested by City in order to acquire any easement and right-of-way within the designated project corridor which City is not otherwise able to acquire. The County shall appoint the City of Joplin City Attorney as Special County Attorney for the purpose of pursuing any condemnation action in the name of Newton County. The parties acknowledge that City shall pay all costs of any such condemnation, to include but not be limited to attorney's fees, court costs, condemnation awards, engineering services, appraisal fees, and witness fees. The parties further acknowledge that since City shall bear all costs of such condemnation that approval from the City shall be required to approve all expenditures for such condemnation. Parties further acknowledge that all property and easements acquired in the name of Newton County will after acquisition be deeded by County to City without any further costs to the City other than recording fees or deed preparation fees. Said transfer of all acquired property and easements shall be completed within 60 calendar days after acquisition.

3. To contribute such amounts of in-kind labor and/or revenues to the project as the County Commission may from time to time deem possible given all other factors affecting County finances. Anything contained within the foregoing notwithstanding, County shall be under no obligation to make any contribution to the project, either monetarily or otherwise, but shall retain the right to do so if the then sitting Commission deems such to be reasonable, necessary and possible.

4. To cooperate in any other respect as the County Commission deems appropriate so long as such action is permissible under Missouri law.

V. Miscellaneous

1. This Agreement shall be in full force and effect from and after its execution by both parties. Prior to execution of this Agreement, both parties shall obtain proper authorization by way of ordinance or order and a copy of each authorizing document shall be attached to this Agreement.

2. This Agreement shall remain in place and shall be in full effect from and after its execution until the proposed project is completed or abandoned. This Agreement may, however, be terminated by the mutual agreement of the parties.

3. This Agreement shall not be altered, amended, modified or changed except in writing duly executed by the governing bodies of each party after proper authorization has been obtained.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE COUNTY OF NEWTON

BY: Bill Reiboldt

By: Bill Reiboldt
Presiding Commissioner
Newton County Commission

Date: 1-7-2021

FOR THE CITY OF JOPLIN

BY: _____

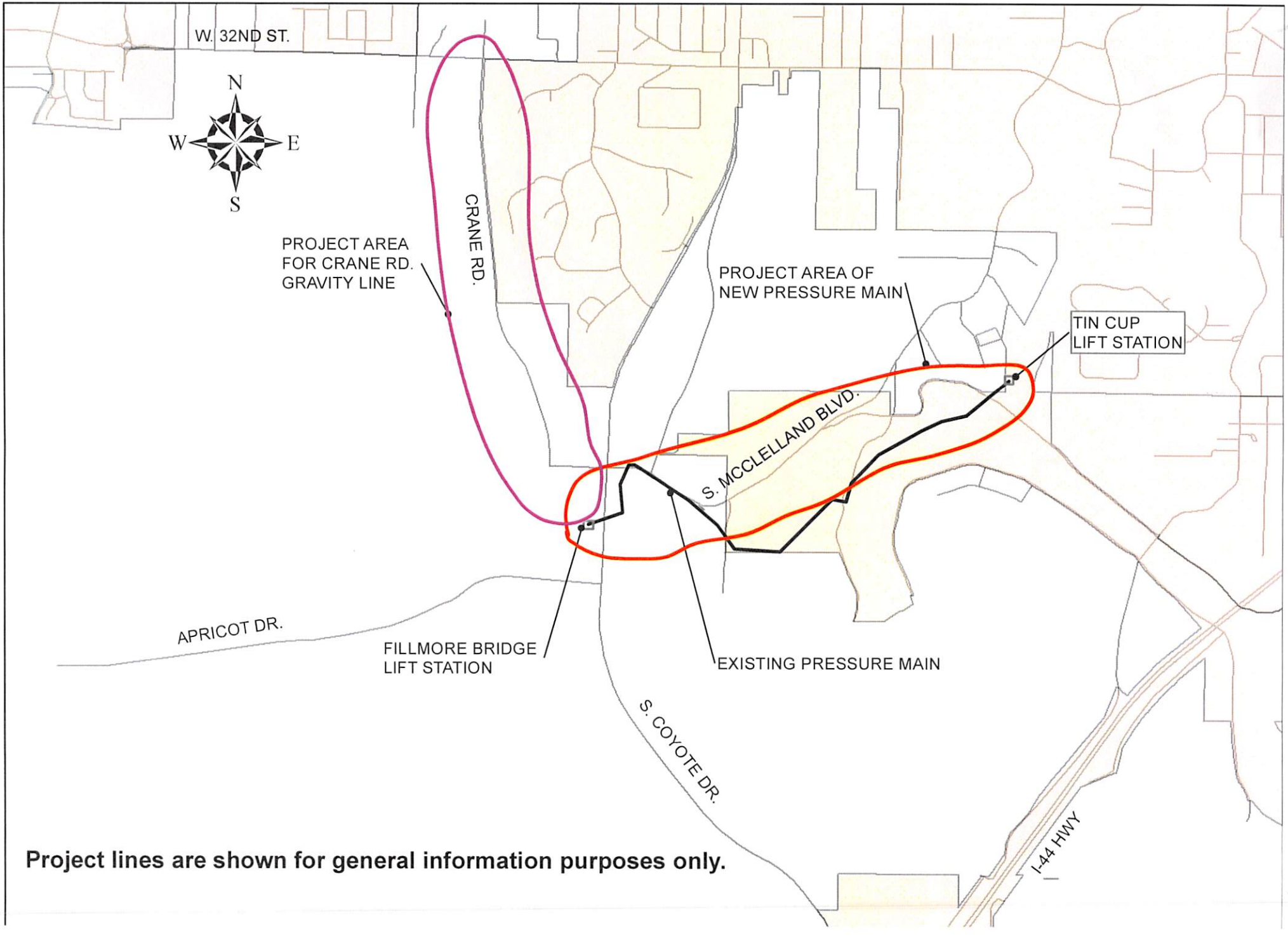
By: Nicholas Edwards
City Manager
City of Joplin

ATTEST: _____
Barbara Gollhofer
City Clerk

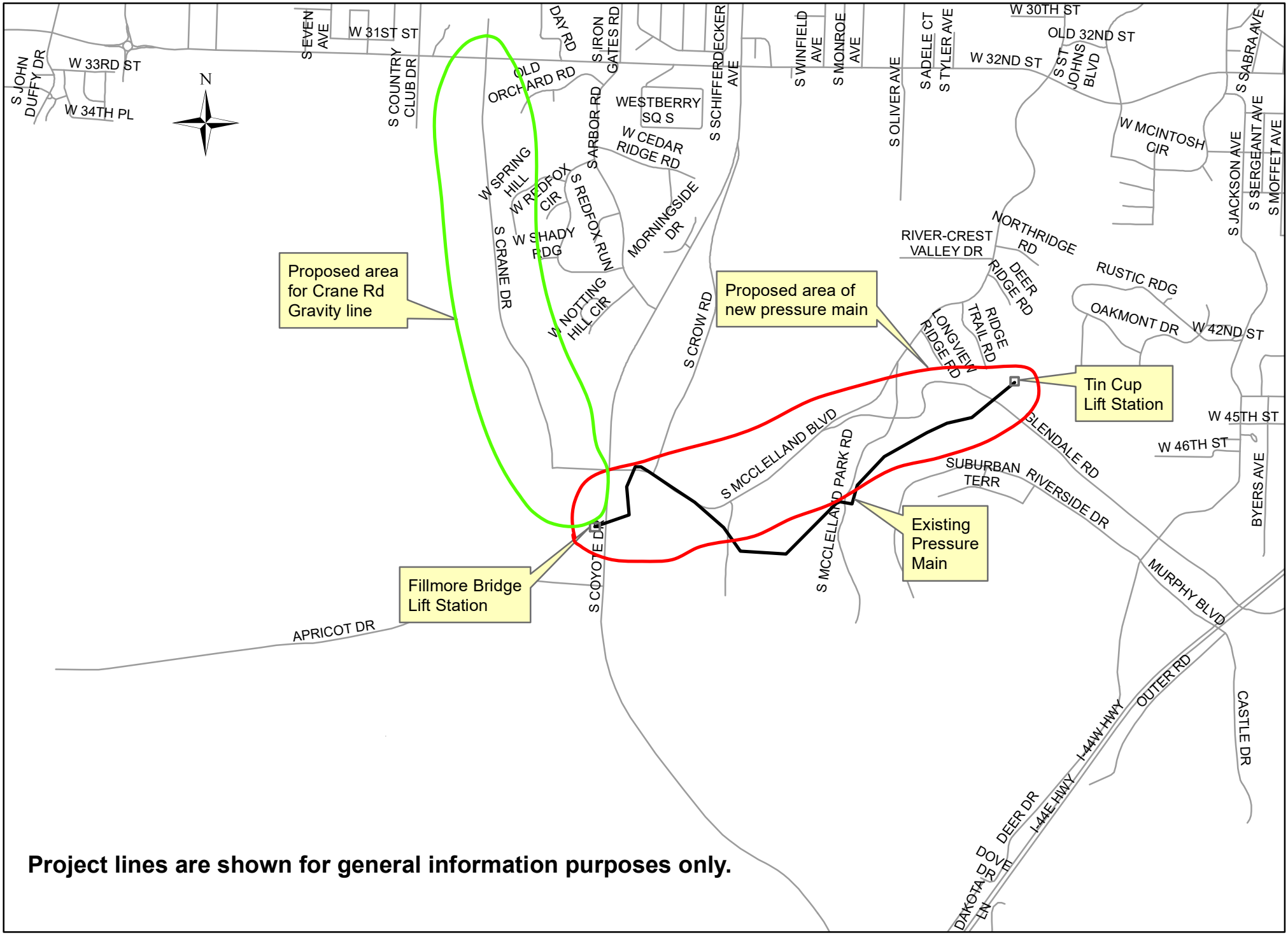
APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

Memorandum of Understanding Exhibit Map



Memorandum of Understanding Exhibit Map



COUNCIL BILL NO. 2021-106 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin, Missouri ("City"), a municipal corporation, to enter into an agreement with Newton County, Missouri ("County"), a political subdivision of the State of Missouri, for the purpose of acquiring sanitary sewer easements associated with the Tin Cup Parallel Force Main project and the Crane Rd./Arbor Hills Lift Station Elimination project; authorizing the City Manager to execute said agreement 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 with Newton County for the purpose of acquiring easements for sanitary sewer improvements, 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 this Ordinance, dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this emergency Ordinance prevents delays in acquiring easements for the construction of new sanitary sewer systems.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2021-106 – authorizing the City of Joplin, Missouri ("City"), a municipal corporation, to enter into an agreement with Newton County, Missouri ("County"), a political subdivision of the State of Missouri, for the purpose of acquiring sanitary sewer easements associated with the Tin Cup Parallel Force Main project and the Crane Rd./Arbor Hills Lift Station Elimination project; authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin; and containing an emergency clause

MEETING DATE
February 16, 2021

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
CB 2021-106 Ordinance; Agreement with Newton County Memorandum of Understanding (MOU) and Exhibit Map

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

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Newton County, Missouri for the purpose of acquiring sanitary sewer easements associated with the Tin Cup Parallel Force Main project and the Crane Rd./Arbor Hills Lift Station Elimination project.

BACKGROUND
On October 7, 2019 City Council authorized Burns & McDonnell to develop construction plans for the Tin Cup Parallel Force Main project. Later, on February 18, 2020, City Council authorized Allgeier, Martin and Associates to develop construction plans for the Crane Rd./Arbor Hills Lift Station Elimination project. Both projects require that easements be acquired outside of current city limits. By signing this agreement, Council is authorizing City staff to abide by this MOU and to acquire the necessary easements for both projects.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends that this Ordinance, dealing with a public improvement, be approved on an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this emergency Ordinance prevents delays in acquiring easements for the construction of new sanitary sewer systems.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-503 – Approving a budget amendment for FY 2020

MEETING DATE
February 16, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-503 Ordinance; Schedule "A" Budget Amendment

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

SUMMARY
This Council Bill amends the adopted 2019-2020 Budget of the City of Joplin.

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

Here is an explanation for the items in Schedule A:

- Amending the pension sales tax fund for the actual pension plan contributions and LAGERS gap payments.
- Amending the SWM fund for the trash administration fee and grant regular wages.
- Amending the Infrastructure and Revolving funds for various projects and repairs.
- Amending the Golf Course for maintenance contracts, depreciation expense, and other costs.
- Amending bad debt expense and credit card fee in the Sewer fund.
- Amending health self-insurance fund and worker's compensation fund for claims costs.

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 $4,218,000.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2021-503 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2019-2020 as adopted by Ordinance 2019-166 on October 21, 2019, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2019-166 on October 21, 2019, which estimated revenues and appropriated funds for the fiscal year 2019-2020, 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 2019-2020 budgeted appropriations as adopted by Ordinance 2019-166 be amended by increasing appropriations by the total amount of Four Million Two Hundred Eighteen Thousand Dollars and No Cents ($4,218,000.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

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

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

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

of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2019-2020 ADOPTED BUDGET
16-Feb-21

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
010	Pension Sales Tax Fund					
	Pension Services	010-2005-500-7175	Contribution to Pension Plan	$		792,000
	Pension Services	010-2005-500-7180	LAGERS Gap Cost			48,000
	Total Pension Sales Tax Fund			$	-	840,000
120	Solid Waste Management Fund					
	Trash Services	120-4515-540-5030	Trash Administration	$		95,000
	Grants-State	120-4591-540-1010	Regular Wages			1,000
	Total Solid Waste Management Fund			$	-	96,000
305	Infrastructure Fund					
	Infrastructure Projects	305-4550-530-8635	Sidewalk Projects	$		500,000
	Infrastructure Projects	305-4550-530-8650	Street Projects			1,500,000
	Total Infrastructure Fund			$	-	2,000,000
310	Public Improvement Fund					
	Special Assessments	310-4560-520-4115	Other Property Repairs	$		20,000
	Total Public Improvement Fund			$	-	20,000
410	Golf Course Fund					
	Golf Administration	410-6520-560-5265	Maintenance Contracts	$		6,500
	Golf Administration	410-6520-560-7125	Depreciation Expense			15,000
	Golf Administration	410-6520-560-7131	Merchant Card Service Fee			2,000
	Golf Administration	410-6520-560-7205	Resale Inventory			2,000
	Grounds Maintenance	410-6521-560-4210	Central Garage Repairs			8,500
	Total Golf Course Fund			$	-	34,000
415	Sanitary Sewer Fund					
	Billing & Collection	415-2002-540-7120	Bad Debt Expense	$		38,000
	Billing & Collection	415-2002-540-7131	Merchant Card Service Fee			50,000
	Total Sanitary Sewer Fund			$	-	88,000
510	Health Self-Insurance Fund					
	Employee Health	510-7504-500-5305	Judgments & Claims			850,000
	Employee Health	510-7504-500-7140	Insurance Premiums			65,000
	Total Health Self-Insurance Fund			$	-	915,000
512	Workers Compensation Fund					
	Workers Compensation	512-7503-500-5305	Judgments & Claims	$		225,000
	Total Workers Compensation Fund			$	-	225,000
	Grand Total			$	-	4,218,000

BID SUMMARY

PROJECT: 2021-2023 Evaluation and Rehabilitation Toolbox
for
Wastewater Collection System

DATE OF BID OPENING: January 13, 2021 @ 11:00 am

CONTRACTOR	ALTERNATE BID
Ace Pipe Cleaning, Inc.	$2,419,037.11
Visu-Sewer of Missouri, LLC	$2,848,087.46
Engineer's Estimate	$2,540,000.00

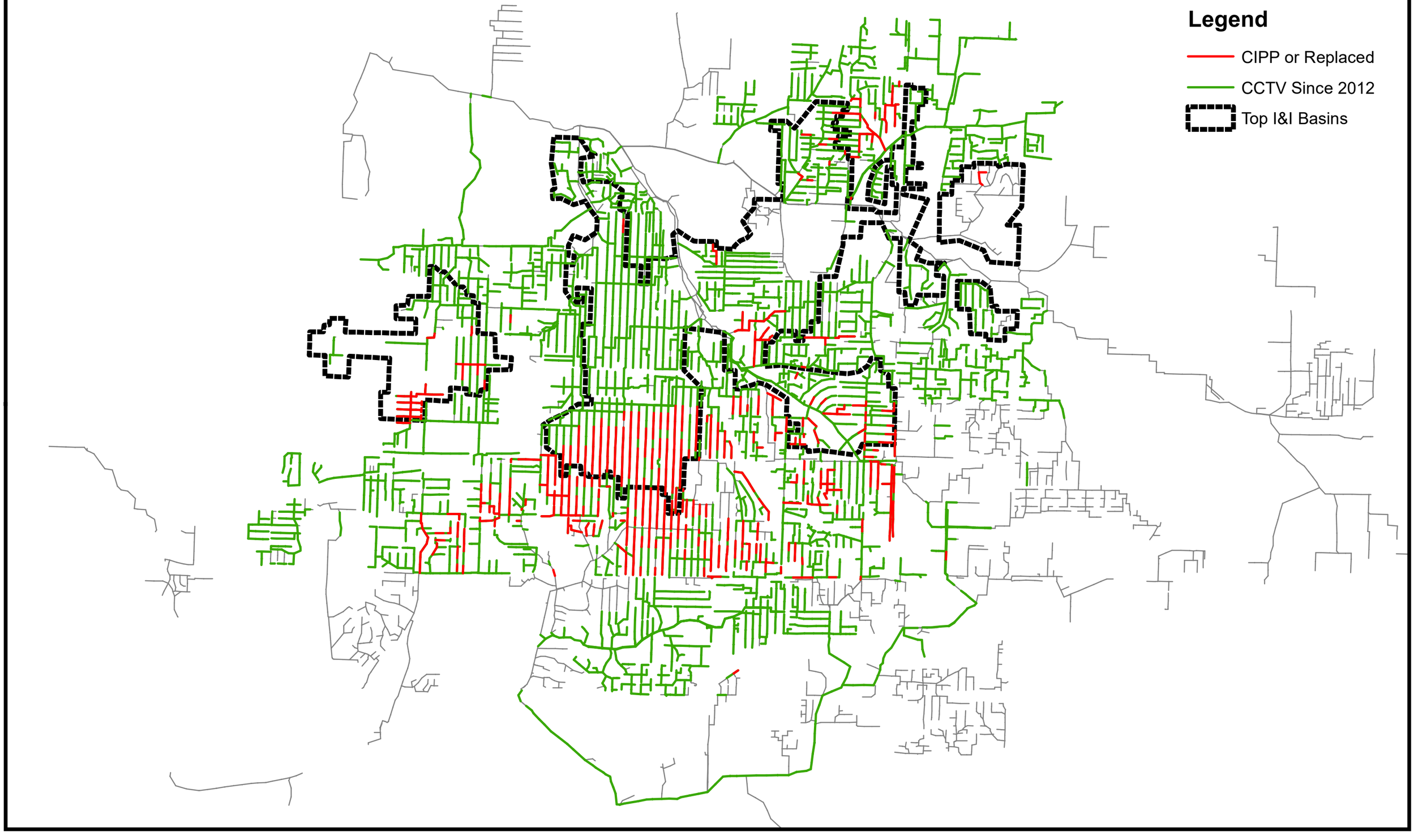


Exhibit Map 1

COUNCIL BILL NO. 2021-112 **ORDINANCE NO**

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; 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 Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System 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 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 the effect to the Director of Finance, the contractor shall be paid the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8675.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-112

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

_____

Leslie Haase, Director of Finance

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

2021-2023 EVALUATION AND REHABILITATION TOOLBOX
FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI

ENGINEER'S ESTIMATE = $2,540,000

			Ace Pipe Cleaning, Inc.	Visu-Sewer of Missouri, LLC
			Kansas City, MO	E. St. Louis, IL
SEWER LINE CLEANING AND CCTV INSPECTION				
Item No.	Item Description	Unit	Unit Price	Unit Price
1.00	Mobilization for Sewer Line Cleaning and Inspection (Each Work Order)	LS	$1,000.00	$2,625.00
	Light Cleaning (Up to 3 Cleaning Passes)			
1.01	6” to 10” Diameter Light Cleaning	LF	$1.00	$0.84
1.02	12” to 16” Diameter Light Cleaning	LF	$1.00	$0.84
1.03	18” to 21” Diameter Light Cleaning	LF	$1.25	$0.84
1.04	24” to 27” Diameter Light Cleaning	LF	$2.00	$1.30
1.05	30” to 32" Diameter Light Cleaning	LF	$3.00	$1.76
1.06	36” to 38" Diameter Light Cleaning	LF	$3.50	$1.76
1.07	42" to 48" Diameter Light Cleaning	LF	$4.50	$2.67
1.08	54" to 60" Diameter Light Cleaning	LF	$4.75	$3.59
	Heavy Cleaning (4 to 10 Cleaning Passes)			
1.09	6” to 10” Diameter Heavy Cleaning	LF	$1.10	$2.05
1.10	12” to 16” Diameter Heavy Cleaning	LF	$1.80	$2.45
1.11	18” to 21” Diameter Heavy Cleaning	LF	$5.00	$5.85
1.12	24” to 27” Diameter Heavy Cleaning	LF	$12.00	$5.85
1.13	30” to 32” Diameter Heavy Cleaning	LF	$13.00	$10.50
1.14	36” to 38" Diameter Heavy Cleaning	LF	$14.00	$10.50
1.15	42" to 48" Diameter Heavy Cleaning	LF	$16.00	$15.00
1.16	54" to 60" Diameter Heavy Cleaning	LF	$18.00	$20.60
	CCTV Inspection (PACP Compliant)			
1.17	6” to 10” Diameter CCTV Inspection	LF	$1.25	$1.00
1.18	12” to 16” Diameter CCTV Inspection	LF	$1.25	$1.00
1.19	18” to 21” Diameter CCTV Inspection	LF	$1.25	$1.00
1.20	24” to 27” Diameter CCTV Inspection	LF	$1.25	$1.00
1.21	30” to 32” Diameter CCTV Inspection	LF	$2.00	$1.00
1.22	36” to 38" Diameter CCTV Inspection	LF	$2.00	$1.00
1.23	42" to 48" Diameter CCTV Inspection	LF	$2.00	$1.00
1.24	54" to 60" Diameter CCTV Inspection	LF	$2.00	$1.00
LATERAL SEWER LINE CLEANING AND CCTV INSPECTION				
Item No.	Item Description	Unit		
2.00	Mobilization for Lateral Sewer Line Cleaning and Inspection (Each Work Order)	LS	$1,000.00	$2,625.00
2.01	Lateral Inspection Setup Per Manhole to Manhole Segment	EA	$200.00	$50.00
2.02	4" to 6" Diameter Lateral Sewer Line Light Cleaning	LF	$3.00	$65.00
2.03	4" to 6" Diameter Lateral Sewer Line Heavy Cleaning	LF	$85.00	$105.00
2.04	4" to 6" Diameter Lateral Sewer Line CCTV Inspection	LF	$3.00	$65.00
2.05	Locate for Cleanout, via Lateral Launch Mainline Camera	EA	$200.00	$920.00

LARGE DIAMETER SEWER LINE INSPECTION AND SONAR AND LASER PROFILING				
Item No.	Item Description	Unit		
3.00	Mobilization for Large Diameter Sewer Line Inspection (Each Work Order)	LS	$1,500.00	$10,000.00
3.01	≥18" Diameter Large Dia. Sewer Line Inspection	LF	$5.25	$25.00

MANHOLE CLEANING AND INSPECTION				
Item No.	Item Description	Unit		
4.00	Mobilization for Manhole Cleaning and Inspection (Each Work Order)	LS	$750.00	$2,750.00
4.01	Manhole Cleaning	EA	$40.00	$465.00
4.02	Manhole Inspection	EA	$75.00	$250.00

FOAMING ROOT CONTROL				
Item No.	Item Description	Unit		
5.00	Mobilization for Foaming Root Control (Each Work Order)	LS	$1,575.00	$7,500.00
5.01	8" to 12" Diameter Foaming Root Control	LF	$1.30	$3.50
5.02	14" to 18" Diameter Foaming Root Control	LF	$1.45	$6.50

SMOKE TESTING				
Item No.	Item Description	Unit		
6.00	Mobilization for Smoke Testing (Each Work Order)	LS	$2,100.00	$2,325.00
6.01	8" to 12" Diameter Smoke Testing	LF	$0.46	$0.49
6.02	14" to 18" Diameter Smoke Testing	LF	$0.46	$0.49
6.03	20" to 30" Diameter Smoke Testing	LF	$0.46	$0.49

SEWER LINE CLEANING, CCTV INSPECTION, & MISCELLANEOUS SERVICES				
Regular Rates (A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)				
Item No.	Item Description	Unit		
7.00	Operator and TV Truck	HR	$190.00	$245.00
7.01	Operator and Jetter Unit	HR	$175.00	$175.00
7.02	Operator and Jetter/Combo Unit	HR	$190.00	$210.00
7.03	Operator and Jumbo Jetter/Combo Unit	HR	$205.00	$250.00
7.04	Operator and Wet Vacuum	HR	$175.00	$210.00
7.05	Operator and Dry Vacuum	HR	$185.00	$210.00
7.06	Operator and Waterblaster	HR	$185.00	$600.00
7.07	Operator and Bucket Machines	HR	$280.00	$500.00
7.08	2-Operators, TV Truck, and Jetter Unit	HR	$280.00	$315.00
7.09	2-Operators, TV Truck, and Jetter/Combo Unit	HR	$320.00	$350.00
7.10	Additional Laborer	HR	$90.00	$135.00
7.11	Support Truck (Safety, Fuel, and/or Pipe Supplies)	HR	$70.00	$25.00
	Overtime Rates			
7.12	Operator and TV Truck	HR	$195.00	$295.00
7.13	Operator and Jetter Unit	HR	$180.00	$225.00
7.14	Operator and Jetter/Combo Unit	HR	$200.00	$260.00
7.15	Operator and Jumbo Jetter/Combo Unit	HR	$225.00	$300.00
7.16	Operator and Wet Vacuum	HR	$175.00	$260.00
7.17	Operator and Dry Vacuum	HR	$195.00	$260.00
7.18	Operator and Waterblaster	HR	$195.00	$700.00
7.19	Operator and Bucket Machines	HR	$300.00	$800.00

7.20	2-Operators, TV Truck, and Jetter Unit	HR	$310.00	$415.00
7.21	2-Operators, TV Truck, and Jetter/Combo Unit	HR	$360.00	$450.00
7.22	Additional Laborer	HR	$100.00	$185.00
7.23	Support Truck (Safety, Fuel, and/or Pipe Supplies)	HR	$70.00	$25.00
	Accessories			
7.24	Powdered Lime	LBS	$2.50	$2.75
7.25	6-Inch Plastic Vacuum Hose	100' Roll	$150.00	$250.00
7.26	6-Inch Metal Flex Hose	LF	$13.50	$35.00
7.27	Confined Space Equipment - Tripod, Gas Detector, Etc.	DAY	$135.00	$100.00
7.28	Hurricane Nozzle	HR	$27.00	$250.00

LINING OF EXISTING SEWERS - CIPP

Item No.	Item Description	Unit		
8.00	Mobilization For MH to MH CIPP (Each Work Order)	LS	$8,000.00	$9,015.00
8.01	8" Diameter (6 mm Liner Thickness) CIPP	LF	$26.25	$25.25
8.02	8" Diameter (7.5 mm Liner Thickness) CIPP	LF	$27.00	$27.75
8.03	10" Diameter (6 mm Liner Thickness) CIPP	LF	$28.25	$29.90
8.04	10" Diameter (7.5 mm Liner Thickness) CIPP	LF	$30.00	$32.45
8.05	12" Diameter (6 mm Liner Thickness) CIPP	LF	$38.25	$35.50
8.06	12" Diameter (7.5 mm Liner Thickness) CIPP	LF	$41.00	$38.00
8.07	12" Diameter (9.0 mm Liner Thickness) CIPP	LF	$43.00	$48.30
8.08	12" Diameter (10.5 mm Liner Thickness) CIPP	LF	$48.00	$51.40
8.09	12" Diameter (12.0 mm Liner Thickness) CIPP	LF	$53.00	$53.25
8.10	15" Diameter (7.5 mm Liner Thickness) CIPP	LF	$74.00	$47.00
8.11	15" Diameter (9.0 mm Liner Thickness) CIPP	LF	$77.00	$61.00
8.12	15" Diameter (10.5 mm Liner Thickness) CIPP	LF	$80.00	$64.75
8.13	15" Diameter (12.0 mm Liner Thickness) CIPP	LF	$82.00	$67.75
8.14	18" Diameter (9.0 mm Liner Thickness) CIPP	LF	$86.00	$68.25
8.15	18" Diameter (10.5 mm Liner Thickness) CIPP	LF	$89.00	$73.50
8.16	18" Diameter (12.0 mm Liner Thickness) CIPP	LF	$95.00	$76.75
8.17	18" Diameter (13.5 mm Liner Thickness) CIPP	LF	$108.00	$102.00

CIPP POINT REPAIRS (5-FOOT LONG)

Item No.	Item Description	Unit		
9.00	Mobilization for CIPP Point Repair (Each Work Order)	LS	$2,000.00	$5,100.00
9.01	8" Diameter CIPP Point Repair	EA	$1,600.00	$3,565.00
9.02	10" Diameter CIPP Point Repair	EA	$1,700.00	$3,580.00
9.03	12" Diameter CIPP Point Repair	EA	$1,800.00	$4,760.00
9.04	15" Diameter CIPP Point Repair	EA	$2,000.00	$6,155.00
9.05	18" Diameter CIPP Point Repair	EA	$4,500.00	$6,510.00

LINING OF EXISTING SEWERS - THERMOFORM (FOLD AND FORM) PIPE				
Item No.	Item Description	Unit		
10.00	Mobilization for Thermoform CIPP (Each Work Order)	LS	$4,000.00	$15,000.00
10.01	8" Diameter Thermoform CIPP	LF	$35.00	$52.00
10.02	10" Diameter Thermoform CIPP	LF	$50.00	$75.00
10.03	12" Diameter Thermoform CIPP	LF	$75.00	$110.00
10.04	15" Diameter Thermoform CIPP	LF	$125.00	$175.00
10.05	18" Diameter Thermoform CIPP	LF	$165.00	$220.00

LINING OF EXISTING SEWERS - GLASS REINFORCED PLASTIC (GRP) CIPP (CURED WITH UV-LIGHT)				
Item No.	Item Description	Unit		
11.00	Mobilization for GRP CIPP (Each Work Order)	LS	$4,000.00	$8,800.00
11.01	8" Diameter GRP CIPP	LF	$40.00	$55.00
11.02	10" Diameter GRP CIPP	LF	$43.00	$61.00
11.03	12" Diameter GRP CIPP	LF	$60.00	$85.00
11.04	15" Diameter GRP CIPP	LF	$80.00	$125.00
11.05	18" Diameter GRP CIPP	LF	$90.00	$150.00

LINING OF EXISTING SEWERS - CENTRIFUGALLY CAST CONCRETE PIPE (CCCP)				
Item No.	Item Description	Unit		
12.00	Mobilization for CCCP (Each Work Order)	LS	$3,000.00	$4,000.00
12.01	36" Diameter CCCP	LF	$325.00	$415.00
12.02	38" Diameter CCCP	LF	$345.00	$450.00
12.03	42" Diameter CCCP	LF	$380.00	$500.00
12.04	48" Diameter CCCP	LF	$435.00	$550.00
12.05	54" Diameter CCCP	LF	$485.00	$620.00
12.06	60" Diameter CCCP	LF	$540.00	$700.00

TRENCHLESS LATERAL CONNECTION REPAIR (LCR)				
Item No.	Item Description	Unit		
13.00	Mobilization for Trenchless LCR (Each Work Order)	LS	$2,500.00	$3,850.00
13.01	Trenchless LCR Setup Per Manhole to Manhole Segment	EA	$500.00	$660.00
13.02	Ambient Steam Cured LCR - 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$1,375.00	$1,775.00
13.03	Ambient Steam Cured LCR - 15" to 21" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$3,500.00	$4,675.00
13.04	Additional Steam Cured Lateral Liner – 8" to 21" Diameter Main, 4" to 6" Diameter Lateral, > 18" Long	LF	$175.00	$250.00
13.05	UV Light Cured LCR - 8" to 12" Dia. Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$1,375.00	$1,775.00
13.06	UV Light Cured LCR - 15" to 21" Dia. Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$4,000.00	$4,675.00
13.07	Additional UV Light Cured Lateral Liner – 8" to 21" Diameter Main, 4" to 6" Diameter Lateral, > 18" Long	LF	$175.00	$250.00
13.08	Lateral Liner Terminating in Manhole, 4" to 6" Diameter	EA	$1,850.00	$2,750.00
13.09	In-Lateral Transition from 6" to 4" Diameter or 8" to 6" Diameter	EA	$1,000.00	$1,650.00
13.10	Mainline Manhole Drops, 8" to 12" Diameter	EA	$4,500.00	$5,500.00

PRESSURE TESTING AND GROUTING OF SEWER LINE JOINTS				
Item No.	Item Description	Unit		
14.00	Mobilization for Sewer Joint Testing and Grouting (Each Work Order)	LS	$750.00	$2,625.00
14.01	Testing of 8" Diameter Pipe Joints	EA	$50.00	$52.00
14.02	Testing of 10" Diameter Pipe Joints	EA	$50.00	$56.00
14.03	Testing of 12" Diameter Pipe Joints	EA	$50.00	$61.25
14.04	Grouting of 8" Diameter Pipe Joints	EA	$30.00	$5.00
14.05	Grouting of 10" Diameter Pipe Joints	EA	$30.00	$5.00
14.06	Grouting of 12" Diameter Pipe Joints	EA	$30.00	$5.00
14.07	Testing Lateral Connections on an 8" Diameter Sewer Main	EA	$425.00	$580.00
14.08	Testing Lateral Connections on a 10" Diameter Sewer Main	EA	$425.00	$580.00
14.09	Testing Lateral Connections on a 12" Diameter Sewer Main	EA	$425.00	$580.00
14.10	Grouting Lateral Connections on an 8" Diameter Sewer Main	EA	$100.00	$10.00
14.11	Grouting Lateral Connections on a 10" Diameter Sewer Main	EA	$100.00	$10.00
14.12	Grouting Lateral Connections on a 12" Diameter Sewer Main	EA	$100.00	$10.00
14.13	Testing of Small Diameter Sewer Lines Connected to Manholes	EA	$425.00	$575.00
14.14	Grouting of Small Diameter Sewer Lines Connected to Manholes	EA	$100.00	$25.00
14.15	Injectable Urethane Grout	GAL	$12.00	$185.00
14.16	Injectable Acrylamide Grout	GAL	$12.00	$12.00

MANHOLE FRAME AND COVER REPLACEMENT				
Item No.	Item Description	Unit		
15.00	Mobilization for MH Frame and Cover Replacement (Each Work Order)	LS	$675.00	$1,650.00
15.01	Frame and Cover Under Arterial Street (Material)	EA	$410.00	$905.00
15.02	Frame and Cover Not Under Arterial Street (Material)	EA	$340.00	$305.00
15.03	Under Turf (Installation)	EA	$775.00	$880.00
15.04	Under Alleyway (Installation)	EA	$875.00	$1,100.00
15.05	Under Pavement (Installation)	EA	$2,075.00	$2,200.00

CEMENTITIOUS & EPOXY MANHOLE RENOVATION AND PIPE END SEALS				
Item No.	Item Description	Unit		
16.00	Mobilization for Cementitious & Epoxy MH Renovation (Each Work Order)	LS	$3,000.00	$3,260.00
16.01	Cementitious (Type 1 Portland Cement) Lining	SF	$13.00	$22.00
16.02	Cementitious H_2S Resistant (Fused Aluminate Clinker) Lining	SF	$14.50	$28.00
16.03	Cementitious Lining with Antimicrobial Additive	SF	$16.00	$23.20
16.04	Epoxy Lining	SF	$19.00	$45.00
16.05	Cementitious & Epoxy Lining	SF	$33.00	$55.60
	CIPP End Seals			
16.06	Mobilization for CIPP End Seals (Each Work Order)	LS	$2,000.00	$5,100.00
16.07	8" Diameter CIPP End Seal	EA	$600.00	$600.00
16.08	10" Diameter CIPP End Seal	EA	$650.00	$700.00
16.09	12" Diameter CIPP End Seal	EA	$700.00	$800.00
16.10	15" Diameter CIPP End Seal	EA	$750.00	$900.00
16.11	18" Diameter CIPP End Seal	EA	$900.00	$1,000.00

FLEXIBLE MANHOLE CHIMNEY SEALANT				
Item No.	Item Description	Unit		
17.00	Mobilization for Flexible MH Chimney Sealant (Each Work Order)	LS	$1,500.00	$3,850.00
17.01	Chimney Sealant	SF	$150.00	$125.00

MANHOLE RENOVATION USING CIPM				
Item No.	Item Description	Unit		
18.00	Mobilization for CIPM Renovation (Each Work Order)	LS	$2,500.00	$3,895.00
18.01	4' Diameter CIPM (Up to 6' Deep)	EA	$3,900.00	$4,200.00
18.02	4' Diameter CIPM Extra Depth	VF	$650.00	$700.00
18.03	5' Diameter CIPM (Up to 6' Deep)	EA	$6,000.00	$5,490.00
18.04	5' Diameter CIPM Extra Depth	VF	$1,000.00	$915.00
18.05	6' Diameter CIPM (Up to 6' Deep)	EA	$7,500.00	$6,090.00
18.06	6" Diameter CIPM Extra Depth	VF	$1,250.00	$1,015.00

MANHOLE GROUTING				
Item No.	Item Description	Unit		
19.00	Mobilization for MH Grouting (Each Work Order)	LS	$750.00	$2,320.00
19.01	Setup Per Manhole	EA	$100.00	$10.00
19.02	Manhole Grouting Labor, Including Operators and Equipment	HR	$260.00	$275.00
19.03	Injectable Grout	GAL	$12.00	$12.00

OPEN CUT SEWER LINE WORK 8" THROUGH 12" DIAMETER				
Item No.	Item Description	Unit		
20.00	Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Each Work Order)	LS	$675.00	$1,650.00
	Point Repair for 8" and 10" Diameter Existing Sewer Line			
20.01	8" and 10" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	$1,750.00	$2,200.00
20.02	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$108.00	$82.50
20.03	8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	$2,000.00	$2,475.00
20.04	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$120.00	$110.00
20.05	8" and 10" Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	$3,100.00	$3,850.00
20.06	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$170.00	$220.00
20.07	8" and 10" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,615.00	$2,475.00
20.08	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$140.00	$110.00
20.09	8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	$3,075.00	$2,750.00
20.10	8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$165.00	$140.00
20.11	8" and 10" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	$4,050.00	$4,400.00
20.12	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$240.00	$250.00
20.13	8" and 10" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	$4,050.00	$4,125.00
20.14	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$240.00	$250.00
20.15	8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	$4,400.00	$4,675.00
20.16	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$250.00	$275.00
20.17	8" and 10" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	$5,700.00	$6,875.00
20.18	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$375.00	$385.00

	Installation of New 8" and 10" Diameter Sewer Line			
20.19	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF	$77.50	$85.00
20.20	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	$82.75	$110.00
20.21	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF	$124.00	$165.00
20.22	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF	$93.00	$95.00
20.23	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	$110.00	$125.00
20.24	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF	$165.00	$176.00
20.25	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF	$145.00	$205.00
20.26	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	$155.00	$235.00
20.27	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF	$215.00	$286.00
20.28	Open Trench Stream Crossing for an 8" or 10" Dia. Sewer Line (Min. 20')	LF	$235.00	$275.00
	Point Repair for 12" Diameter Existing Sewer Line			
20.29	12" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	$1,725.00	$2,420.00
20.30	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$112.00	$95.00
20.31	12" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	$2,200.00	$2,695.00
20.32	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$130.00	$125.00
20.33	12" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	$3,300.00	$4,070.00
20.34	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$190.00	$235.00
20.35	12" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,600.00	$2,695.00
20.36	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$155.00	$125.00
20.37	12" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	$2,900.00	$2,970.00
20.38	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$170.00	$150.00
20.39	12" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	$3,600.00	$4,620.00
20.40	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$260.00	$260.00
20.41	12" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	$4,000.00	$4,400.00
20.42	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$250.00	$260.00
20.43	12" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	$4,400.00	$4,950.00
20.44	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$285.00	$290.00
20.45	12" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	$6,200.00	$7,150.00
20.46	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$405.00	$400.00
	Installation of New 12" Diameter Sewer Line			
20.47	New 12" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF	$83.00	$95.00
20.48	New 12" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	$103.00	$125.00
20.49	New 12" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF	$145.00	$180.00
20.50	New 12" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF	$100.00	$105.00
20.51	New 12" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	$130.00	$135.00
20.52	New 12" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF	$165.00	$190.00
20.53	New 12" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF	$175.00	$215.00
20.54	New 12" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	$200.00	$245.00
20.55	New 12" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF	$250.00	$300.00
20.56	Open Trench Stream Crossing for a 12" Dia. Sewer Line (Min. 20')	LF	$285.00	$330.00

OPEN CUT SEWER LINE WORK 15" THROUGH 18" DIAMETER				
Item No.	Item Description	Unit		
21.00	Mobilization for Open Cut Sewer Line Work 15" to 18" Diameter (Each Work Order)	LS	$675.00	$1,650.00
	Point Repair for 15" Diameter Existing Sewer Line			
21.01	15" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	$2,000.00	$2,750.00
21.02	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$125.00	$125.00
21.03	15" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	$2,200.00	$3,025.00
21.04	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$140.00	$150.00
21.05	15" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	$2,850.00	$4,400.00
21.06	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$195.00	$260.00
21.07	15" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,625.00	$3,025.00
21.08	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$130.00	$150.00
21.09	15" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	$2,875.00	$3,300.00
21.10	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$185.00	$176.00
21.11	15" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	$3,750.00	$4,950.00
21.12	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$250.00	$290.00
21.13	15" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	$3,550.00	$4,730.00
21.14	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$360.00	$290.00
21.15	15" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	$3,650.00	$5,280.00
21.16	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$365.00	$315.00
21.17	15" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	$6,300.00	$7,480.00
21.18	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$355.00	$425.00
	Installation of New 15" Diameter Sewer Line			
21.19	New 15" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF	$34.00	$110.00
21.20	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	$115.00	$140.00
21.21	New 15" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF	$165.00	$195.00
21.22	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF	$110.00	$125.00
21.23	New 15" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	$140.00	$150.00
21.24	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF	$175.00	$205.00
21.25	New 15" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF	$185.00	$235.00
21.26	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	$210.00	$260.00
21.27	New 15" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF	$260.00	$315.00
21.28	Open Trench Creek Crossing for a 15" Dia. Sewer Line (Min. 20')	LF	$315.00	$385.00
	Point Repair for 18" Diameter Existing Sewer Line			
21.29	18" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	$2,600.00	$3,300.00
21.30	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$155.00	$180.00
21.31	18" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	$2,600.00	$3,575.00
21.32	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$180.00	$215.00
21.33	18" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	$3,150.00	$4,950.00
21.34	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$235.00	$315.00
21.35	18" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	$2,625.00	$3,575.00
21.36	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	$185.00	$205.00
21.37	18" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	$2,835.00	$3,850.00

21.38	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	$210.00	$235.00
21.39	18" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	$4,300.00	$5,500.00
21.40	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	$295.00	$345.00
21.41	18" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	$4,300.00	$5,280.00
21.42	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	$300.00	$345.00
21.43	18" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	$4,725.00	$5,830.00
21.44	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	$325.00	$370.00
21.45	18" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	$5,400.00	$8,030.00
21.46	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	$355.00	$480.00
	Installation of New 18" Diameter Sewer Line			
21.47	New 18" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF	$110.00	$140.00
21.48	New 18" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	$130.00	$165.00
21.49	New 18" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF	$150.00	$220.00
21.50	New 18" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF	$125.00	$150.00
21.51	New 18" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	$155.00	$180.00
21.52	New 18" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF	$195.00	$235.00
21.53	New 18" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF	$195.00	$260.00
21.54	New 18" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	$225.00	$290.00
21.55	New 18" to 10" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF	$175.00	$345.00
21.56	Open Trench Creek Crossing for an 18" Dia. Sewer Line (Min. 20')	LF	$365.00	$415.00

OPEN CUT LATERAL SEWER LINE WORK

Item No.	Item Description	Unit		
22.00	Mobilization for Open Cut Lateral Sewer Line Work (Each Work Order)	LS	$675.00	$1,650.00
	Connection Repair (4" and 6" Dia.) on an 8" to 10" Diameter Sewer Main			
22.01	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Turf	EA	$2,275.00	$1,980.00
22.02	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf	EA	$2,575.00	$2,750.00
22.03	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Turf	EA	$3,625.00	$4,400.00
22.04	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Alleyway	EA	$2,700.00	$2,200.00
22.05	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway	EA	$3,200.00	$2,970.00
22.06	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Alleyway	EA	$4,100.00	$4,620.00
22.07	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Pavement	EA	$4,700.00	$3,630.00
22.08	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement	EA	$5,175.00	$4,400.00
22.09	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Pavement	EA	$5,950.00	$6,600.00
22.10	Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	$675.00	$1,100.00
	Connection Repair (4" and 6" Dia.) on a 12" Diameter Sewer Main			
22.11	Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Turf	EA	$2,300.00	$2,255.00
22.12	Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Turf	EA	$2,800.00	$3,025.00
22.13	Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Turf	EA	$4,100.00	$4,675.00
22.14	Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Alleyway	EA	$3,050.00	$2,475.00
22.15	Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Alleyway	EA	$3,350.00	$3,245.00
22.16	Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Alleyway	EA	$4,900.00	$4,895.00
22.17	Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Pavement	EA	$5,300.00	$3,905.00
22.18	Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Pavement	EA	$5,775.00	$4,675.00

22.19	Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Pavement	EA	$7,770.00	$6,875.00
22.20	Open Cut Lateral Connection Repair 12" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	$785.00	$1,375.00
	Connection Repair (4" and 6" Dia.) on a 15" Diameter Sewer Main			
22.21	Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Turf	EA	$2,200.00	$2,255.00
22.22	Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Turf	EA	$2,600.00	$3,025.00
22.23	Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Turf	EA	$4,000.00	$4,675.00
22.24	Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Alleyway	EA	$2,800.00	$2,475.00
22.25	Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Alleyway	EA	$3,150.00	$3,245.00
22.26	Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Alleyway	EA	$4,500.00	$4,895.00
22.27	Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Pavement	EA	$3,900.00	$3,905.00
22.28	Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Pavement	EA	$4,725.00	$4,675.00
22.29	Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Pavement	EA	$5,250.00	$6,875.00
22.30	Open Cut Lateral Connection Repair 15" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	$775.00	$1,650.00
	Connection Repair (4" and 6" Dia.) on an 18" Diameter Sewer Main			
22.31	Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Turf	EA	$2,400.00	$2,255.00
22.32	Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Turf	EA	$2,700.00	$3,025.00
22.33	Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Turf	EA	$4,100.00	$4,895.00
22.34	Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Alleyway	EA	$2,800.00	$2,695.00
22.35	Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Alleyway	EA	$3,100.00	$3,465.00
22.36	Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Alleyway	EA	$4,500.00	$5,115.00
22.37	Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Pavement	EA	$3,900.00	$4,125.00
22.38	Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Pavement	EA	$4,700.00	$4,895.00
22.39	Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Pavement	EA	$5,250.00	$7,095.00
22.40	Open Cut Lateral Connection Repair 18" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	$900.00	$1,760.00
	4" Diameter Sewer Lateral Line			
22.41	4" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF	$46.50	$44.00
22.42	4" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF	$57.00	$55.00
22.43	4" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF	$73.00	$85.00
22.44	4" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF	$67.50	$66.00
22.45	4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF	$93.00	$77.00
22.46	4" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF	$124.00	$105.00
22.47	4" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF	$103.00	$110.00
22.48	4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF	$114.00	$125.00
22.49	4" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF	$145.00	$165.00
	6" Diameter Sewer Lateral Line			
22.50	6" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF	$48.50	$55.00
22.51	6" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF	$59.00	$65.00
22.52	6" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF	$77.75	$95.00
22.53	6" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF	$62.00	$77.00
22.54	6" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF	$72.50	$88.00
22.55	6" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF	$99.00	$115.00

22.56	6" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF	$116.00	$125.00
22.57	6" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF	$119.00	$132.00
22.58	6" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF	$145.00	$176.00
	Service Lateral Line Cleanout			
22.59	Cleanout, 0'-6' Deep Under Turf	EA	$1,300.00	$1,650.00
22.60	Cleanout, 6'-12' Deep Under Turf	EA	$1,550.00	$1,925.00
22.61	Cleanout, 0'-6' Deep Under Crushed Stone	EA	$1,800.00	$2,200.00
22.62	Cleanout, 6'-12' Deep Under Crushed Stone	EA	$2,600.00	$2,475.00
22.63	Cleanout, 0'-6' Deep Under Pavement	EA	$2,800.00	$3,300.00
22.64	Cleanout, 6'-12' Deep Under Pavement	EA	$4,000.00	$3,850.00

INSTALLATION OF NEW MANHOLES

Item No.	Item Description	Unit		
23.00	Mobilization for Installation of New Manholes (Each Work Order)	LS	$675.00	$2,200.00
	Lamphole			
23.01	8" Dia. Lamphole, Up to 6' Deep	EA	$3,150.00	$2,200.00
23.02	10" Dia. Lamphole, Up to 6' Deep	EA	$3,350.00	$2,475.00
	4-Foot Diameter			
23.03	4' Dia. Manhole Under Turf, Up to 8' Deep	EA	$4,400.00	$5,500.00
23.04	4' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	$5,000.00	$5,775.00
23.05	4' Dia. Manhole Under Pavement, Up to 8' Deep	EA	$6,000.00	$7,150.00
23.06	4' Dia. Manhole Extra Depth, > 8' Deep	FT	$195.00	$550.00
	5-Foot Diameter			
23.07	5' Dia. Manhole Under Turf, Up to 8' Deep	EA	$6,000.00	$7,150.00
23.08	5' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	$6,500.00	$7,425.00
23.09	5' Dia. Manhole Under Pavement, Up to 8' Deep	EA	$7,500.00	$8,800.00
23.10	5' Dia. Manhole Extra Depth, > 8' Deep	FT	$300.00	$825.00
	6-Foot Diameter			
23.11	6' Dia. Manhole Under Turf, Up to 8' Deep	EA	$7,000.00	$8,250.00
23.12	6' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	$7,600.00	$8,525.00
23.13	6' Dia. Manhole Under Pavement, Up to 8' Deep	EA	$8,600.00	$9,900.00
23.14	6' Dia. Manhole Extra Depth, > 8' Deep	FT	$525.00	$1,100.00

MISCELLANEOUS OPEN CUT SERVICES AND ITEMS

Hourly Rates (A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)

Item No.	Item Description	Unit		
24.00	Laborer	HR	$84.00	$110.00
24.01	Backhoe and Operator	HR	$131.00	$220.00
24.02	12,000 Lb Excavator and Operator	HR	$145.00	$220.00
24.03	18,000 Lb Excavator and Operator	HR	$165.00	$250.00
24.04	40,000 Lb Excavator and Operator	HR	$210.00	$275.00
24.05	>40,000 Lb Excavator and Operator	HR	$260.00	$305.00
24.06	Standard Dump Truck and Driver	HR	$105.00	$140.00
24.07	End Dump Truck and Driver	HR	$142.00	$165.00
	Miscellaneous Items			
24.08	Sewer Line Trench Plug	EA	$1,200.00	$2,200.00
24.09	Additional Crushed Stone Backfill	TON	$17.00	$44.00

24.10	Additional Saw Cutting Pavement, Up to 10" Thick	LF	$11.00	$10.00
24.11	Additional Concrete Pavement Replacement, 10" Thick	SF	$11.50	$15.00
24.12	Additional Curb and Gutter Replacement	LF	$31.50	$110.00
24.13	Disposal of Lead Contaminated Soil	CY	$5.00	$27.50

EASEMENT CLEARING AND GRUBBING

Item No.	Item Description	Unit		
25.00	Mobilization for Easement Clearing and Grubbing (Each Work Order)	LS	$1,100.00	$1,650.00
25.01	Laborer	HR	$85.00	$110.00
25.02	Laborer with Hand Tools	HR	$125.00	$165.00
25.03	Operator with Machine	HR	$165.00	$275.00
25.04	Hauling/Trucking and Disposal of Vegetation	HR	$115.00	$140.00

PIPE BURSTING - HORIZONTAL DIRECTIONAL BORE

Item No.	Item Description	Unit		
26.00	Mobilization for Pipe Bursting (Each Work Order)	LS	$4,000.00	$2,500.00
26.01	Setup Per Each Pipe Bursted Segment	LS	$9,000.00	$14,000.00
26.02	Pipe Bursting for 8" Dia. Pipe	LF	$160.00	$150.00
26.03	Pipe Bursting for 10" Dia. Pipe	LF	$190.00	$200.00
26.04	Pipe Bursting for 12" Dia. Pipe	LF	$225.00	$250.00

BY-PASS PUMPING

Item No.	Item Description	Unit		
27.00	Mobilization for By-Pass Pumping (Each Work Order)	LS	$4,000.00	$6,250.00
27.01	4-Inch By-Pass Pump	HR	$350.00	$1,250.00
27.02	6-Inch By-Pass Pump	HR	$475.00	$1,800.00
27.03	8-Inch By-Pass Pump	HR	$775.00	$2,400.00

TRAFFIC CONTROL

Item No.	Item Description	Unit		
28.00	Local Street Closure	EA	$775.00	$825.00
28.01	Short Duration Traffic Control for Collector or Arterial	EA	$840.00	$880.00
	Short-Term Stationary Traffic Control For Collector or Arterial			
28.02	Outside Lane Closure (1-day)	EA	$1,250.00	$1,320.00
28.03	Inside Lane Closure (1-day)	EA	$1,250.00	$1,320.00
28.04	Center Turn Lane Closure (1-day)	EA	$1,100.00	$1,155.00
28.05	Two-Lane Closure (1-day)	EA	$1,500.00	$1,625.00
	Intermediate-Term Stationary Traffic Control For Collector or Arterial			
28.06	Outside Lane Closure (Up to 3-days)	EA	$1,250.00	$1,320.00
28.07	Outside Lane Closure (Each Additional Day)	DAY	$325.00	$330.00
28.08	Inside Lane Closure (Up to 3-days)	EA	$1,250.00	$1,320.00
28.09	Inside Lane Closure (Each Additional Day)	DAY	$325.00	$330.00
28.10	Center Turn Lane Closure (Up to 3-days)	EA	$2,100.00	$2,200.00
28.11	Center Turn Lane Closure (Each Additional Day)	DAY	$650.00	$660.00
28.12	Two-Lane Closure (Up to 3-days)	EA	$2,100.00	$2,200.00
28.13	Two-Lane Closure (Each Additional Day)	DAY	$750.00	$770.00

PERFORMANCE AND PAYMENT BOND	**% of Work Order**	1.0	1.5

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

CONCEPTUAL WORK ORDER NUMBER 1
2021-2023 EVALUATION AND REHABILITATION TOOLBOX
FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI

					Ace Pipe Cleaning, Inc		Visu-Sewer of Missouri, LLC	
					Kansas City, MO		E. St. Louis, IL	
SEWER LINE CLEANING AND CCTV INSPECTION								
Item No.	Item Description	Unit	Quantity		Unit Price	Extended Total	Unit Price	Extended Total
1.00	Mobilization for Sewer Line Cleaning and Inspection (Each Work Order)	LS	1.00		$1,000.00	$1,000.00	$2,625.00	$2,625.00
	Light Cleaning (Up to 3 Cleaning Passes)							
1.01	6” to 10” Diameter Light Cleaning	LF	20,000.00		$1.00	$20,000.00	$0.84	$16,800.00
1.02	12” to 16” Diameter Light Cleaning	LF	7,000.00		$1.00	$7,000.00	$0.84	$5,880.00
1.03	18” to 21” Diameter Light Cleaning	LF	4,000.00		$1.25	$5,000.00	$0.84	$3,360.00
1.04	24” to 27” Diameter Light Cleaning	LF	2,000.00		$2.00	$4,000.00	$1.30	$2,600.00
	Heavy Cleaning (4 to 10 Cleaning Passes)							
1.09	6” to 10” Diameter Heavy Cleaning	LF	5,000.00		$1.10	$5,500.00	$2.05	$10,250.00
1.10	12” to 16” Diameter Heavy Cleaning	LF	1,750.00		$1.80	$3,150.00	$2.45	$4,287.50
1.11	18” to 21” Diameter Heavy Cleaning	LF	1,000.00		$5.00	$5,000.00	$5.85	$5,850.00
1.12	24” to 27” Diameter Heavy Cleaning	LF	500.00		$12.00	$6,000.00	$5.85	$2,925.00
	CCTV Inspection (PACP Compliant)							
1.17	6” to 10” Diameter CCTV Inspection	LF	20,000.00		$1.25	$25,000.00	$1.00	$20,000.00
1.18	12” to 16” Diameter CCTV Inspection	LF	7,000.00		$1.25	$8,750.00	$1.00	$7,000.00
1.19	18” to 21” Diameter CCTV Inspection	LF	4,000.00		$1.25	$5,000.00	$1.00	$4,000.00
1.20	24” to 27” Diameter CCTV Inspection	LF	2,000.00		$1.25	$2,500.00	$1.00	$2,000.00
LATERAL SEWER LINE CLEANING AND CCTV INSPECTION								
Item No.	Item Description	Unit	Quantity					
2.00	Mobilization for Lateral Sewer Line Cleaning and Inspection (Each Work Order)	LS	1.00		$1,000.00	$1,000.00	$2,625.00	$2,625.00
2.01	Lateral Inspection Setup Per Manhole to Manhole Segment	EA	50.00		$200.00	$10,000.00	$50.00	$2,500.00
2.02	4" to 6" Diameter Lateral Sewer Line Light Cleaning	LF	1,000.00		$3.00	$3,000.00	$65.00	$65,000.00
2.03	4" to 6" Diameter Lateral Sewer Line Heavy Cleaning	LF	150.00		$85.00	$12,750.00	$105.00	$15,750.00
2.04	4" to 6" Diameter Lateral Sewer Line CCTV Inspection	LF	1,000.00		$3.00	$3,000.00	$65.00	$65,000.00
2.05	Locate for Cleanout, via Lateral Launch Mainline Camera	EA	10.00		$200.00	$2,000.00	$920.00	$9,200.00
SMOKE TESTING								
Item No.	Item Description	Unit	Quantity					
6.00	Mobilization for Smoke Testing (Each Work Order)	LS	1.00		$2,100.00	$2,100.00	$2,325.00	$2,325.00
6.01	8" to 12" Diameter Smoke Testing	LF	25,000.00		$0.46	$11,500.00	$0.49	$12,250.00
6.02	14" to 18" Diameter Smoke Testing	LF	5,000.00		$0.46	$2,300.00	$0.49	$2,450.00
6.03	20" to 30" Diameter Smoke Testing	LF	2,500.00		$0.46	$1,150.00	$0.49	$1,225.00
LINING OF EXISTING SEWERS - CIPP								
Item No.	Item Description	Unit	Quantity					
8.00	Mobilization For MH to MH CIPP (Each Work Order)	LS	1.00		$8,000.00	$8,000.00	$9,015.00	$9,015.00
8.01	8" Diameter (6 mm Liner Thickness) CIPP	LF	7,000.00		$26.25	$183,750.00	$25.25	$176,750.00
8.03	10" Diameter (6 mm Liner Thickness) CIPP	LF	2,000.00		$28.25	$56,500.00	$29.90	$59,800.00
8.05	12" Diameter (6 mm Liner Thickness) CIPP	LF	1,000.00		$38.25	$38,250.00	$35.50	$35,500.00

CIPP POINT REPAIRS (5-FOOT LONG)							
Item No.	Item Description	Unit	Quantity				
9.00	Mobilization for CIPP Point Repair (Each Work Order)	LS	1.00	$2,000.00	$2,000.00	$5,100.00	$5,100.00
9.01	8" Diameter CIPP Point Repair	EA	10.00	$1,600.00	$16,000.00	$3,565.00	$35,650.00
9.02	10" Diameter CIPP Point Repair	EA	10.00	$1,700.00	$17,000.00	$3,580.00	$35,800.00

LINING OF EXISTING SEWERS - GLASS REINFORCED PLASTIC (GRP) CIPP (CURED WITH UV-LIGHT)							
Item No.	Item Description	Unit	Quantity				
11.00	Mobilization for GRP CIPP (Each Work Order)	LS	1.00	$4,000.00	$4,000.00	$8,800.00	$8,800.00
11.01	8" Diameter GRP CIPP	LF	1,000.00	$40.00	$40,000.00	$55.00	$55,000.00
11.02	10" Diameter GRP CIPP	LF	1,000.00	$43.00	$43,000.00	$61.00	$61,000.00

TRENCHLESS LATERAL CONNECTION REPAIR (LCR)							
Item No.	Item Description	Unit	Quantity				
13.00	Mobilization for Trenchless LCR (Each Work Order)	LS	1.00	$2,500.00	$2,500.00	$3,850.00	$3,850.00
13.01	Trenchless LCR Setup Per Manhole to Manhole Segment	EA	30.00	$500.00	$15,000.00	$660.00	$19,800.00
13.02	Ambient Steam Cured LCR - 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	50.00	$1,375.00	$68,750.00	$1,775.00	$88,750.00
13.05	UV Light Cured LCR - 8" to 12" Dia. Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	50.00	$1,375.00	$68,750.00	$1,775.00	$88,750.00

MANHOLE FRAME AND COVER REPLACEMENT							
Item No.	Item Description	Unit	Quantity				
15.00	Mobilization for MH Frame and Cover Replacement (Each Work Order)	LS	1.00	$675.00	$675.00	$1,650.00	$1,650.00
15.01	Frame and Cover Under Arterial Street (Material)	EA	5.00	$410.00	$2,050.00	$905.00	$4,525.00
15.02	Frame and Cover Not Under Arterial Street (Material)	EA	15.00	$340.00	$5,100.00	$305.00	$4,575.00
15.03	Under Turf (Installation)	EA	10.00	$775.00	$7,750.00	$880.00	$8,800.00
15.04	Under Alleyway (Installation)	EA	5.00	$875.00	$4,375.00	$1,100.00	$5,500.00
15.05	Under Pavement (Installation)	EA	5.00	$2,075.00	$10,375.00	$2,200.00	$11,000.00

CEMENTITIOUS & EPOXY MANHOLE RENOVATION AND PIPE END SEALS							
Item No.	Item Description	Unit	Quantity				
16.00	Mobilization for Cementitious & Epoxy MH Renovation (Each Work Order)	LS	1.00	$3,000.00	$3,000.00	$3,260.00	$3,260.00
16.02	Cementitious H_2S Resistant (Fused Aluminate Clinker) Lining	SF	600.00	$14.50	$8,700.00	$28.00	$16,800.00
16.03	Cementitious Lining with Antimicrobial Additive	SF	1,200.00	$16.00	$19,200.00	$23.20	$27,840.00
16.05	Cementitious & Epoxy Lining	SF	600.00	$33.00	$19,800.00	$55.60	$33,360.00

FLEXIBLE MANHOLE CHIMNEY SEALANT							
Item No.	Item Description	Unit	Quantity				
17.00	Mobilization for Flexible MH Chimney Sealant (Each Work Order)	LS	1.00	$1,500.00	$1,500.00	$3,850.00	$3,850.00
17.01	Chimney Sealant	SF	65.00	$150.00	$9,750.00	$125.00	$8,125.00

MANHOLE RENOVATION USING CIPM							
Item No.	Item Description	Unit	Quantity				
18.00	Mobilization for CIPM Renovation (Each Work Order)	LS	1.00	$2,500.00	$2,500.00	$3,895.00	$3,895.00
18.01	4' Diameter CIPM (Up to 6' Deep)	EA	5.00	$3,900.00	$19,500.00	$4,200.00	$21,000.00
18.02	4' Diameter CIPM Extra Depth	VF	15.00	$650.00	$9,750.00	$700.00	$10,500.00

MANHOLE GROUTING							
Item No.	Item Description	Unit	Quantity				
19.00	Mobilization for MH Grouting (Each Work Order)	LS	1.00	$750.00	$750.00	$2,320.00	$2,320.00
19.01	Setup Per Manhole	EA	15.00	$100.00	$1,500.00	$10.00	$150.00
19.02	Manhole Grouting Labor, Including Operators and Equipment	HR	60.00	$260.00	$15,600.00	$275.00	$16,500.00
19.03	Injectable Grout	GAL	1,000.00	$12.00	$12,000.00	$12.00	$12,000.00

OPEN CUT SEWER LINE WORK 8" THROUGH 12" DIAMETER							
Item No.	Item Description	Unit	Quantity				
20.00	Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Each Work Order)	LS	1.00	$675.00	$675.00	$1,650.00	$1,650.00
	Point Repair for 8" and 10" Diameter Existing Sewer Line						
20.01	8" and 10" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	5.00	$1,750.00	$8,750.00	$2,200.00	$11,000.00
20.02	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	10.00	$108.00	$1,080.00	$82.50	$825.00
20.03	8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	5.00	$2,000.00	$10,000.00	$2,475.00	$12,375.00
20.04	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	10.00	$120.00	$1,200.00	$110.00	$1,100.00
20.05	8" and 10" Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	5.00	$3,100.00	$15,500.00	$3,850.00	$19,250.00
20.06	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	10.00	$170.00	$1,700.00	$220.00	$2,200.00
20.07	8" and 10" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	10.00	$2,615.00	$26,150.00	$2,475.00	$24,750.00
20.08	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	50.00	$140.00	$7,000.00	$110.00	$5,500.00
20.09	8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	10.00	$3,075.00	$30,750.00	$2,750.00	$27,500.00
20.10	8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	50.00	$165.00	$8,250.00	$140.00	$7,000.00
20.11	8" and 10" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	10.00	$4,050.00	$40,500.00	$4,400.00	$44,000.00
20.12	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	50.00	$240.00	$12,000.00	$250.00	$12,500.00
20.13	8" and 10" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	10.00	$4,050.00	$40,500.00	$4,125.00	$41,250.00
20.14	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	50.00	$240.00	$12,000.00	$250.00	$12,500.00
20.15	8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	10.00	$4,400.00	$44,000.00	$4,675.00	$46,750.00
20.16	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	50.00	$250.00	$12,500.00	$275.00	$13,750.00
20.17	8" and 10" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	10.00	$5,700.00	$57,000.00	$6,875.00	$68,750.00
20.18	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	50.00	$375.00	$18,750.00	$385.00	$19,250.00
	Installation of New 8" and 10" Diameter Sewer Line						
20.20	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF	250.00	$82.75	$20,687.50	$110.00	$27,500.00
20.23	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF	250.00	$110.00	$27,500.00	$125.00	$31,250.00
20.26	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF	250.00	$155.00	$38,750.00	$235.00	$58,750.00
	Point Repair for 12" Diameter Existing Sewer Line						
20.29	12" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	1.00	$1,725.00	$1,725.00	$2,420.00	$2,420.00
20.30	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	5.00	$112.00	$560.00	$95.00	$475.00
20.31	12" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	1.00	$2,200.00	$2,200.00	$2,695.00	$2,695.00
20.32	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	5.00	$130.00	$650.00	$125.00	$625.00
20.33	12" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	1.00	$3,300.00	$3,300.00	$4,070.00	$4,070.00
20.34	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	5.00	$190.00	$950.00	$235.00	$1,175.00
20.35	12" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,600.00	$2,600.00	$2,695.00	$2,695.00
20.36	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	5.00	$155.00	$775.00	$125.00	$625.00
20.37	12" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,900.00	$2,900.00	$2,970.00	$2,970.00
20.38	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	5.00	$170.00	$850.00	$150.00	$750.00
20.39	12" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	1.00	$3,600.00	$3,600.00	$4,620.00	$4,620.00
20.40	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	5.00	$260.00	$1,300.00	$260.00	$1,300.00
20.41	12" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	1.00	$4,000.00	$4,000.00	$4,400.00	$4,400.00
20.42	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	5.00	$250.00	$1,250.00	$260.00	$1,300.00
20.43	12" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	1.00	$4,400.00	$4,400.00	$4,950.00	$4,950.00
20.44	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	5.00	$285.00	$1,425.00	$290.00	$1,450.00
20.45	12" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	1.00	$6,200.00	$6,200.00	$7,150.00	$7,150.00
20.46	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	5.00	$405.00	$2,025.00	$400.00	$2,000.00

OPEN CUT SEWER LINE WORK 15" THROUGH 18" DIAMETER							
Item No.	Item Description	Unit	Quantity				
21.00	Mobilization for Open Cut Sewer Line Work 15" to 18" Diameter (Each Work Order)	LS	1.00	$675.00	$675.00	$1,650.00	$1,650.00
	Point Repair for 15" Diameter Existing Sewer Line						
21.01	15" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	1.00	$2,000.00	$2,000.00	$2,750.00	$2,750.00
21.02	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	5.00	$125.00	$625.00	$125.00	$625.00
21.03	15" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	1.00	$2,200.00	$2,200.00	$3,025.00	$3,025.00
21.04	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	5.00	$140.00	$700.00	$150.00	$750.00
21.05	15" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	1.00	$2,850.00	$2,850.00	$4,400.00	$4,400.00
21.06	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	5.00	$195.00	$975.00	$260.00	$1,300.00
21.07	15" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,625.00	$2,625.00	$3,025.00	$3,025.00
21.08	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	5.00	$130.00	$650.00	$150.00	$750.00
21.09	15" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,875.00	$2,875.00	$3,300.00	$3,300.00
21.10	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	5.00	$185.00	$925.00	$176.00	$880.00
21.11	15" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	1.00	$3,750.00	$3,750.00	$4,950.00	$4,950.00
21.12	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	5.00	$250.00	$1,250.00	$290.00	$1,450.00
21.13	15" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	1.00	$3,550.00	$3,550.00	$4,730.00	$4,730.00
21.14	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	5.00	$360.00	$1,800.00	$290.00	$1,450.00
21.15	15" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	1.00	$3,650.00	$3,650.00	$5,280.00	$5,280.00
21.16	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	5.00	$365.00	$1,825.00	$315.00	$1,575.00
21.17	15" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	1.00	$6,300.00	$6,300.00	$7,480.00	$7,480.00
21.18	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	5.00	$355.00	$1,775.00	$425.00	$2,125.00
	Point Repair for 18" Diameter Existing Sewer Line						
21.29	18" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	1.00	$2,600.00	$2,600.00	$3,300.00	$3,300.00
21.30	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	5.00	$155.00	$775.00	$180.00	$900.00
21.31	18" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	1.00	$2,600.00	$2,600.00	$3,575.00	$3,575.00
21.32	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	5.00	$180.00	$900.00	$215.00	$1,075.00
21.33	18" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	1.00	$3,150.00	$3,150.00	$4,950.00	$4,950.00
21.34	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	5.00	$235.00	$1,175.00	$315.00	$1,575.00
21.35	18" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,625.00	$2,625.00	$3,575.00	$3,575.00
21.36	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF	5.00	$185.00	$925.00	$205.00	$1,025.00
21.37	18" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA	1.00	$2,835.00	$2,835.00	$3,850.00	$3,850.00
21.38	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF	5.00	$210.00	$1,050.00	$235.00	$1,175.00
21.39	18" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA	1.00	$4,300.00	$4,300.00	$5,500.00	$5,500.00
21.40	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF	5.00	$295.00	$1,475.00	$345.00	$1,725.00
21.41	18" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA	1.00	$4,300.00	$4,300.00	$5,280.00	$5,280.00
21.42	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF	5.00	$300.00	$1,500.00	$345.00	$1,725.00
21.43	18" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA	1.00	$4,725.00	$4,725.00	$5,830.00	$5,830.00
21.44	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF	5.00	$325.00	$1,625.00	$370.00	$1,850.00
21.45	18" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA	1.00	$5,400.00	$5,400.00	$8,030.00	$8,030.00
21.46	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF	5.00	$355.00	$1,775.00	$480.00	$2,400.00

OPEN CUT LATERAL SEWER LINE WORK							
Item No.	Item Description	Unit	Quantity				
22.00	Mobilization for Open Cut Lateral Sewer Line Work (Each Work Order)	LS	1.00	$675.00	$675.00	$1,650.00	$1,650.00
	Connection Repair (4" and 6" Dia.) on an 8" to 10" Diameter Sewer Main						
22.01	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Turf	EA	20.00	$2,275.00	$45,500.00	$1,980.00	$39,600.00
22.02	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf	EA	20.00	$2,575.00	$51,500.00	$2,750.00	$55,000.00
22.03	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Turf	EA	20.00	$3,625.00	$72,500.00	$4,400.00	$88,000.00
22.04	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Alleyway	EA	20.00	$2,700.00	$54,000.00	$2,200.00	$44,000.00
22.05	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway	EA	20.00	$3,200.00	$64,000.00	$2,970.00	$59,400.00
22.06	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Alleyway	EA	20.00	$4,100.00	$82,000.00	$4,620.00	$92,400.00
22.07	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Pavement	EA	20.00	$4,700.00	$94,000.00	$3,630.00	$72,600.00
22.08	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement	EA	20.00	$5,175.00	$103,500.00	$4,400.00	$88,000.00
22.09	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Pavement	EA	20.00	$5,950.00	$119,000.00	$6,600.00	$132,000.00
22.10	Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA	5.00	$675.00	$3,375.00	$1,100.00	$5,500.00
	4" Diameter Sewer Lateral Line						
22.41	4" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF	150.00	$46.50	$6,975.00	$44.00	$6,600.00
22.42	4" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF	150.00	$57.00	$8,550.00	$55.00	$8,250.00
22.43	4" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF	150.00	$73.00	$10,950.00	$85.00	$12,750.00
22.44	4" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF	150.00	$67.50	$10,125.00	$66.00	$9,900.00
22.45	4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF	150.00	$93.00	$13,950.00	$77.00	$11,550.00
22.46	4" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF	150.00	$124.00	$18,600.00	$105.00	$15,750.00
22.47	4" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF	150.00	$103.00	$15,450.00	$110.00	$16,500.00
22.48	4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF	150.00	$114.00	$17,100.00	$125.00	$18,750.00
22.49	4" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF	150.00	$145.00	$21,750.00	$165.00	$24,750.00
	6" Diameter Sewer Lateral Line						
22.50	6" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF	25.00	$48.50	$1,212.50	$55.00	$1,375.00
22.51	6" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF	25.00	$59.00	$1,475.00	$65.00	$1,625.00
22.52	6" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF	25.00	$77.75	$1,943.75	$95.00	$2,375.00
22.53	6" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF	25.00	$62.00	$1,550.00	$77.00	$1,925.00
22.54	6" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF	25.00	$72.50	$1,812.50	$88.00	$2,200.00
22.55	6" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF	25.00	$99.00	$2,475.00	$115.00	$2,875.00
22.56	6" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF	25.00	$116.00	$2,900.00	$125.00	$3,125.00
22.57	6" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF	25.00	$119.00	$2,975.00	$132.00	$3,300.00
22.58	6" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF	25.00	$145.00	$3,625.00	$176.00	$4,400.00
	Service Lateral Line Cleanout						
22.59	Cleanout, 0'-6' Deep Under Turf	EA	5.00	$1,300.00	$6,500.00	$1,650.00	$8,250.00
22.61	Cleanout, 0'-6' Deep Under Crushed Stone	EA	5.00	$1,800.00	$9,000.00	$2,200.00	$11,000.00
22.63	Cleanout, 0'-6' Deep Under Pavement	EA	5.00	$2,800.00	$14,000.00	$3,300.00	$16,500.00

INSTALLATION OF NEW MANHOLES							
Item No.	Item Description	Unit	Quantity				
23.00	Mobilization for Installation of New Manholes (Each Work Order)	LS	1.00	$675.00	$675.00	$2,200.00	$2,200.00
	4-Foot Diameter						
23.03	4' Dia. Manhole Under Turf, Up to 8' Deep	EA	5.00	$4,400.00	$22,000.00	$5,500.00	$27,500.00
23.04	4' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	5.00	$5,000.00	$25,000.00	$5,775.00	$28,875.00
23.05	4' Dia. Manhole Under Pavement, Up to 8' Deep	EA	5.00	$6,000.00	$30,000.00	$7,150.00	$35,750.00
23.06	4' Dia. Manhole Extra Depth, > 8' Deep	FT	20.00	$195.00	$3,900.00	$550.00	$11,000.00

MISCELLANEOUS OPEN CUT SERVICES AND ITEMS							
Hourly Rates (A minimum 4-hour charge shall be applied to all hourly services to account							
Item No.	Item Description	Unit	Quantity				
	Miscellaneous Items						
24.08	Sewer Line Trench Plug	EA	5.00	$1,200.00	$6,000.00	$2,200.00	$11,000.00
24.09	Additional Crushed Stone Backfill	TON	200.00	$17.00	$3,400.00	$44.00	$8,800.00
24.11	Additional Concrete Pavement Replacement, 10" Thick	SF	200.00	$11.50	$2,300.00	$15.00	$3,000.00
24.12	Additional Curb and Gutter Replacement	LF	100.00	$31.50	$3,150.00	$110.00	$11,000.00
24.13	Disposal of Lead Contaminated Soil	CY	200.00	$5.00	$1,000.00	$27.50	$5,500.00

TRAFFIC CONTROL							
Item No.	Item Description	Unit	Quantity				
28.00	Local Street Closure	EA	2.00	$775.00	$1,550.00	$825.00	$1,650.00
28.01	Short Duration Traffic Control for Collector or Arterial	EA	2.00	$840.00	$1,680.00	$880.00	$1,760.00
	Short-Term Stationary Traffic Control For Collector or Arterial						
28.02	Outside Lane Closure (1-day)	EA	1.00	$1,250.00	$1,250.00	$1,320.00	$1,320.00
	Intermediate-Term Stationary Traffic Control For Collector or Arterial						
28.08	Inside Lane Closure (Up to 3-days)	EA	1.00	$1,250.00	$1,250.00	$1,320.00	$1,320.00
28.10	Center Turn Lane Closure (Up to 3-days)	EA	1.00	$2,100.00	$2,100.00	$2,200.00	$2,200.00
28.12	Two-Lane Closure (Up to 3-days)	EA	1.00	$2,100.00	$2,100.00	$2,200.00	$2,200.00

CONCEPTUAL WORK ORDER SUBTOTAL		$2,395,086.25		$2,805,997.50
PERFORMANCE AND PAYMENT BOND (PERCENT AND AMOUNT)	1.0	$23,950.86	1.5	$42,089.96
TOTAL CONCEPTUAL WORK ORDER AMOUNT		**$2,419,037.11**		**$2,848,087.46**

This is to certify that at 11:00 am on January 13, 2021 in the 4th Floor Conference Room of the office of the City of Joplin, MO., the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions and the bids were accompanied by acceptable bidder's bonds.

By _____
John Briggs, P.E.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Ace Pipe Cleaning, Inc. Address: 6601 Universal Ave. KANSAS CITY, MO 64120	
		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, 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:

2021 – 2023 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within the timeframe set forth by each respective Work Order. Work Orders will not be issued after October 31, 2022, unless both parties agree to renew the contract for one additional calendar year. The unit prices established for the various work and material items herein shall be valid for the duration of any work order issued as part of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered

in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 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 Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid

f. Instructions to Bidder
g. Bid
h. Contractor Statement of Qualifications
i. Bid Bond
j. Affidavit of Compliance with Section 292.675 RSMO., Et Seq. (OSHA Safety Training Program)
k. Affidavit of Compliance with Section 285.500 RSMO., Et Seq. (Working Authorization Program)
l. Anti-Collusion Affidavit
m. Notice of Award
n. Notice to Proceed
o. Performance Bond
p. Payment Bond
q. General Conditions o Contract
r. Supplemental General Conditions
s. All Addenda

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 at the unit prices submitted on the Bid Schedule for the total amount equal to each respective work order issued by the Owner, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

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.

By: _____

Printed Name: _____

Title: _____

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

CITY OF JOPLIN, MISSOURI

_____

Peter Edwards, City Attorney

By: _____

David Hertzberg, Public Works Director

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2021-112 - Approval of Agreement with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project

MEETING DATE
February 16, 2021

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
CB 2021-112 Ordinance; Agreement; Schedule of Bid Prices; Bid Summary; Exhibit Map

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

SUMMARY
This Council Bill approves an agreement with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project.

BACKGROUND
On May 20, 2019, Council authorized the City of Joplin to enter an Abatement Order on Consent (AOC) with the Missouri Department of Natural Resources (MDNR) regarding Sanitary Sewer Overflows (SSOs) and Wastewater Treatment Plant Bypasses. Appendix A of that agreement contained the City's 2026 Activities Plan of Its System Renewal & Sanitary Sewer Overflow Prevention Program, which outlines the strategic approach to reducing inflow and infiltration (I&I) within any given sanitary sewer basin. The AOC contains specific 3-year milestone quantities of work to which the City will be held accountable: lineal feet of cured-in-place or new PVC pipe; lineal feet of smoke testing of sewer mains; number of lateral connection repairs, lateral launches, and rehabbed manholes. The multi-year "Toolbox" contract has been the primary mechanism for the City to meet its AOC goals since mid-2019. Before then, earlier versions of the contract allowed the City to meet its previous commitment to increase the reliability of the sanitary sewer system by cleaning, evaluating, rehabilitating, and reducing I&I. To date, approximately 76% of the City's gravity sewer system has been examined and evaluated since 2012, with an additional 37 miles of gravity pipe renewed, as can be seen in the Exhibit Map 1.

The 2021-2023 contract, which was advertised in accordance with the City of Joplin's procurement policies, contained specific language informing bidders that the "estimated quantities indicated in the Conceptual Purchase Order do not represent the first Purchase Order," and that the City "will provide a written scope of work for each individual purchase order issued." Two contractors submitted bids containing unit prices for more than 400 bid items which enable the reconstruction of multiple elements of the sewer system by trenchless and open trench means. After bids were opened on January 13, 2021, the low bidder was determined by comparing the

summation of each bidder's unit prices multiplied by the estimated quantities in the "Conceptual Purchase Order" list of typical pay items. The low bid was provided by Ace Pipe Cleaning, Inc., whose summation equaled $2,419,037.11 for the estimated scope of work. Any of these unit prices can be applied to subsequent purchase orders, utilizing this menu-like contract. Staff plans to utilize this multiple-year contract to build on the work done under previous contracts, namely, repairing public-side defects discovered during smoke testing work and CCTV evaluations. While repairs can be made throughout the City's sewer system, staff has determined that the majority of the work under this contract will take place in sanitary sewer basins identified by the 2017 flow monitoring study as having excessive I&I or substantial zinc loadings. Exhibit Map 1 also shows the high-priority basins in which reconstruction work can be done. Additionally, the contract will allow the City to continue to clean and evaluate remaining portions of the sewer system. All work under this contract will be funded by the City's Sanitary Sewer Fund No. 415-4542-540-8675, whose budget accommodates staff's anticipated expenditures of approximately $800,000 in FY2021.

FUNDING SOURCE

FY 2020-2021 budget of the Wastewater fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.