JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MARCH 6, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Price Requested To Speak On Fiscal Responsibility & Adopted Budget

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2023-259
      AN ORDINANCE providing to vacate approximately 550 feet of Bird Avenue, approximately located between W 15th St and W Junge Boulevard, City of Joplin, Jasper County, Missouri.

      Documents:

      CB2023-259SUMMARY.PDF
      2023-259REPORT.PDF
      2023-259APP.PDF

2023-259MINUTES.PDF
008-23MAP.PDF
CB2023-259.PDF

3. COUNCIL BILL NO. 2023-253
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District R-3 (Apartment House) property as described below and located approximately 200 feet East of the intersection of S. Maiden Ln. and W. 2nd St, South of W. 2nd St and North of W 4th St.

Documents:

CB2023-253SUMMARY.PDF
CB2023-253REPORT.PDF
001-23APP.PDF
CB2023-253MINUTES.PDF
001-23MAP.PDF
CB2023-253.PDF

4. COUNCIL BILL NO. 2023-252
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District R-4 (Mixed-Density Neighborhood) property as described below and located at 2627 & 2629 S Oliver St, City of Joplin, Jasper County, Missouri.

Documents:

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

8. Consent Agenda

1. Minutes Of February 21, 2023, City Council Meeting

Documents:

FEBRUARY 21, 2023 MINUTES.PDF

2. COUNCIL BILL NO. 2023-603
AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin and the Joplin Area Chamber of Commerce to participate in a partnership with the Joplin Regional Alliance for Health Care and Health Science and approving a contribution of $80,000.00 for the purpose of pursuing an economic development plan.

Documents:

CB2023-603.PDF

9. **Resolutions**

1. RESOLUTION NO. 2023-003
A RESOLUTION of the City of Joplin, Missouri, authorizing the filing of an application in pursuit of a Wastewater Regionalization Incentive Grant as administered by the Missouri Department of Natural Resources.

Documents:

RS2023-003-0-SUMMARYSHEET_WASTEWATER REGIONALIZATION GRANT.PDF
RS2023-003-1-RESOLUTION_WASTEWATER REGIONALIZATION GRANT - CITY OF DIAMOND.PDF
RS2023-003-2-SAMPLE RESOLUTION FROM MDNR.PDF
RS2023-003-3-EXHIBIT MAP_WASTEWATER REGIONALIZATION GRANT.PDF

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2023-107
AN ORDINANCE approving an Agreement and Work Authorization with Allgeier Martin and Associates, Inc. (AMA) in the not to exceed amount of Two Million Nine Hundred Twenty-Six Thousand and 00/100 dollars ($2,926,000.00) for professional engineering consulting services for the 20th Street Widening project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2023-107 SUMMARY SHEET AMA 20TH ST_.PDF
CB2023-107 COUNCIL ORDINANCE AMA 20TH ST_.PDF
CB2023-107 SCORING SUMMARY.PDF
CB2023-107 AGREEMENT AMA 20TH ST..PDF
CB2023-107 20TH STREET WIDENING MAP.PDF

2. COUNCIL BILL NO. 2023-115
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Memorandum of Understanding with the City of Webb City, Missouri, for the purpose of street construction improvements associated with the Zora Widening from Rangeline to MO-249 Project; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2023 -115 MOU SUMMARY ZORA WIDENING.PDF
CB 2023-115 MOU W WEBB CITY RE ZORA WIDENING.PDF
EXH A MOU-.PDF

3. COUNCIL BILL NO. 2023-116
   AN ORDINANCE declaring the necessity of acquiring for public use certain fee simple right of way and easements for the purpose of street construction improvements associated with the Zora Widening from Rangeline to MO-249 Project; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause.

   Documents:

   CB2023 -116 HOLLDAN SUMMARY.PDF
   CB2023 - 116 HOLLDAN ORD.PDF
   CB 2023-116 LOCATION MAP.PDF

4. COUNCIL BILL NO. 2023-117
   AN ORDINANCE declaring the necessity of acquiring for public use certain fee simple right of way and easements for the purpose of street construction improvements associated with the Zora Widening from Rangeline to MO-249 Project; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause.

   Documents:

   CB2023 -117 LAWVER SUMMARY.PDF
   CB2023 - 117 LAWVER ORD.PDF
   CB 2023-117 LOCATION MAP.PDF

11. Ordinances - First Reading

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. 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 As Set Forth In Section 610.021 (2) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 2nd day of March 2023 (RSMo 610.020)

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-259 – Street Vacation

MEETING DATE:
March 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 008-23: Street Vacation – Part of Bird Avenue, approximately located between W 15th St and W Junge Boulevard – A request to vacate part of Bird Avenue – Joplin School District

BACKGROUND:
This vacation is sought to control the traffic during game days and practices. Any proposed building would not be permitted to be built on the vacated street. While the street would be vacated, utility easements will remain. MOAW has facilities and interests in Bird Avenue and are not waiving utility access.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. David Pettit, Director of Facilities for Joplin Schools stated they were asking for consideration for a street vacate on Bird Ave between 1300-1500 block. He stated they own the property on both sides of that and they are requesting the vacate in an effort to enhance the safety measures for staff, students, patrons and attendees for events that were there. This would be during times of events as well as practices that take place. He stated they were struggling with safety for students and people crossing the road. He stated they were asking for this to be vacated at this time.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-259
Planning & Zoning Commission recommends approval for Case 008-23 (6 in Favor, 0 Opposed, 1 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 008-23 A request to vacate a street

APPLICANT Joplin School District

REPRESENTATIVE Dave Pettit

LOCATION Part of Bird Avenue, approximately located between W 15th St and W Junge Boulevard

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Bird Avenue	Approximately 560′

REASON FOR VACATION

Joplin School District is seeking to vacate the easement and right of way to manage traffic during sporting events.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Missouri American Water (MOAW).

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

MOAW has facilities and interests in Bird Avenue and are not waiving utility access.

DISCUSSION

This vacation is sought to control the traffic on game days. Any proposed building would not be permitted to be built on the vacated street. While the street would be vacated, utility easements will remain.

Staff recommends approval of Case 008-23.

ENCLOSURES

- Application
- Map

JOPLIN
MISSOURI

Vacation of Streets or Easements Procedures

Applicability. Vacation is the process to eliminate any plat, part of a plat, street, alley, utility easement, or public reservation of land. The application shall be made by the public entity owning the property interest in the property sought to be vacated or by all owners of lands adjoining on both sides of the street, alley or public reservation proposed to be vacated.

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

1. The application is in accordance with the comprehensive plan. In particular, the impact of the vacation on physical patterns, arrangement of streets, blocks, lots and open spaces, and public realm investments reflect the principles and concepts of the plan.
2. Compliance with the requirements of this code. In particular, the vacation is consistent with the intent and design objectives of the subdivision design standards.
3. The vacation reflects sound planning and urban design principles with respect to existing and potential development in the vicinity, including consideration of current and future streets, opens spaces, blocks, lots, and public utilities and facilities.
4. Any impacts identified by specific studies or technical reports are mitigated with generally accepted sound planning, engineering, and urban design solutions, that reflect long-term solutions and sound fiscal investments.
5. No private rights will be injured or endangered by the vacation.
6. The street, easement or other public reservation of land to be vacated no longer serves a public purpose.
7. All resulting lots and parcels are capable of meeting the intent and objectives of the applicable zoning districts and development standards.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to vacations:

1. Notice shall be published for two consecutive weeks in an official City newspaper. The notice shall state that an application for vacation has been filed in the office of the City Clerk, describing the property fully, and including all other information required for public hearings in Section 2.01.
2. The City Council or the Director may determine that it would be advisable to obtain the recommendation of Planning Commission concerning a vacation application prior to the public hearing before the City Council. In that event, the Planning Commission shall hold its own public hearing on the application according to the same procedures as City Council. At the conclusion of any such hearing, the Planning Commission shall submit its recommendation on the application to the City Council.
3. Approval of a vacation shall be by ordinance adopted by the City Council.

Effect of Decision. The vacation shall be effective on the date specified in the ordinance and after recording with the applicable county Recorder of Deeds. In approving a vacation, the City Council may place any conditions it deems necessary to protect the public health, safety and welfare, including the requirement for easements. The Director shall certify to the City Clerk when any conditions have been met and, upon such certification, the vacation may be recorded.

Vacation of Streets or Easements Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 078-22
Filing Fee: $550.00
Received: 12/14/22
Date Advertised:
Proj. No.: 823-036
Public Hearing Date: 2/13/22

Applicant: Joplin Schools c/o Dave Pettit, Director of Facilities Phone No.: 417-625-5300 Option "2"

Address: 1301 S. Picher Ave., Joplin, MO. 64804 Email: davepettit@joplinschools.org

Owner: Joplin Schools Phone No.: 417-625-5300

Address: 1301 S. Picher Ave., Joplin, MO. 64804 Email: davepettit@joplinschools.org

Location of Street or Easement: Bird Ave between 13th St. (Junge Blvd) and 15th St.

Type of Vacation: Street ☑ Easement ☐ Alley ☐ Plat ☐

Instructions: Please indicate below the extent to which the following standards are met, in the applicant's opinion.

Yes	No	
⦿	○	Private rights will not be injured or endangered by the vacation.
⦿	○	The vacation will not cause the public to suffer a loss or inconvenience.
⦿	○	In justice to the applicant(s) the vacation should be granted.

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

Yes	No	
⦿	○	Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.
⦿	○	Survey or such other drawing acceptable to the Director of Planning,

Development, & Neighborhood Services depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

◉ ○ Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, who are not listed as an applicant, indicating their consent to the vacation.

◉ ○ Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

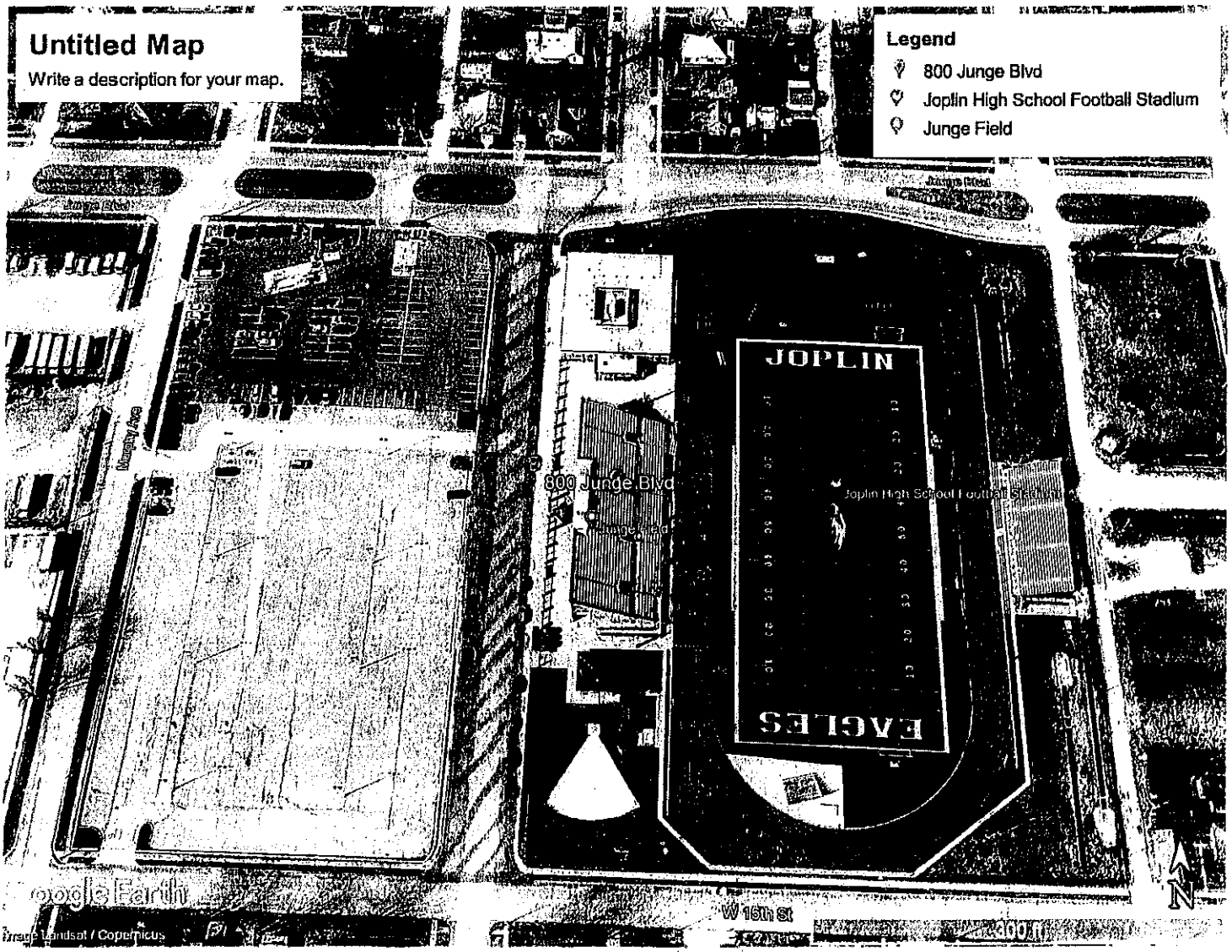
Utility	Contact	Email	Phone
AT&T	Jon Fisk	jf4583@att.com	417-529-0840
MoAm Water*	Derec Bass	derec.bass@amwater.com	
MoAm Water*	Trenton Mccarty	trenton.mccarty@amwater.com	
MoAm Water*	Bob Kirby	bob.kirby@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1531

*Must contact ALL contacts at MoAm Water.
**Must contact BOTH contacts at Spire Energy.

Signature: _____ **Date:** 9/13/22

Signature: Jose Arellano
Jose Arellano (Sep 29, 2022 12:00 CDT)
Email: jose.arellano@spireenergy.com

Signature: Phil Cellitti
Phil Cellitti (Oct 3, 2022 08:07 CDT)
Email: phil.cellitti@spireenergy.com


Untitled Map
Write a description for your map.
Legend
800 Junge Blvd
Joplin High School Football Stadium
Junge Field
JOPLIN
EAGLES
800 Junge Blvd
W 15th St
Google Earth
Image Landsat / Copernicus
N

MJ SURVEYING, LLC.

2224 South Main St. Joplin, MO 64804
Office 417-623-2525
www.MJSurveyingLLC.com

PROPOSED VACATION OF BIRD STREET

ALL THAT PART OF BIRD STREET LYING IN BETWEEN THE SOUTH RIGHT OF WAY LINE OF JUNGE BOULEVARD AND THE NORTH RIGHT OF WAY LINE OF 15TH STREET BEING SITUATED IN MISCELLANEOUS TRACT 44 IN SECTION 10, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.



Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: Joplin Schools
Phone: 417-625-5300 Option "2"
Email: davepettit@joplinschools.org

Be it known that Joplin Schools, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Bird Ave. between 13th St. (Junge Blvd.) and 15th St.

Located at: 800 Junge Blvd. (Joplin Schools Junge Stadium)

For the following purpose: To increase safety of the attendees of events at Junge Stadium including games, meets, concerts, practices, competitions, etc. during pre-event, the event, and post-event. Vacating the street, which Joplin Schools owns both sides of, will allow pedestrian crossing from the parking lot on the west side to the venue without mixing with vehicular traffic on Bird Ave. The vacate will also allow increased security of the venue through controlled access at 13th St. and 15th St. The vacate will increase the "fan" experience during the event by using the vacated property as a staging area for pre-event activities and a stacking area before gates open.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   ☐ Yes (proceed to #2) ☐ No (form complete)

2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   ☒ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   - ☐ Retain utility easement and protect facilities
   - ☐ Relocate facilities
   - ☒ Other: removal to be done by joplin schools

Please return this form within **21 days** to the applicant listed above.

_____ 11/21/22
Authorized Representative Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
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   - ☑ Retain utility easement and protect facilities
   - ☐ Relocate facilities
   - ☐ Other: MOAW has no objections to closing Any easement Along (Paralleling) Bird Ave.
     MOAW Requests that Any Easement/ROW Paralleling W. 15th St. Remain open Due to A 20 inch Water Main on the North Side of W. 15th Street. (See Attached Diagram)

Please return this form within **21 days** to the applicant listed above.

Authorized Representative — 9/14/2022 Date

Missouri American Water
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
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     _____

     _____
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     - ☐ Relocate facilities
     - ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

_____ 9-23-22
Authorized Representative — Date

Liberty Utilities – Land Administration
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
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      ☐ Retain utility easement and protect facilities
      ☐ Relocate facilities
      ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

Jerry Huron — Authorized Representative
11-30-22 — Date
Operations Supervisor — Republic Services (trash company) — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

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     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

[signature] — Authorized Representative

11/11/22 — Date

Sparklight (Cable One) — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: Joplin Schools
Phone: 417-625-5300 Option "2"
Email: davepettit@joplinschools.org

Be it known that Joplin Schools, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Bird Ave. between 13th St. (Junge Blvd.) and 15th St.

Located at: 800 Junge Blvd. (Joplin Schools Junge Stadium)

For the following purpose: To increase safety of the attendees of events at Junge Stadium including games, meets, concerts, practices, competitions, etc. during pre-event, the event, and post-event. Vacating the street, which Joplin Schools owns both sides of, will allow pedestrian crossing from the parking lot on the west side to the venue without mixing with vehicular traffic on Bird Ave. The vacate will also allow increased security of the venue through controlled access at 13th St. and 15th St. The vacate will increase the "fan" experience during the event by using the vacated property as a staging area for pre-event activities and a stacking area before gates open.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   ☐ Yes (proceed to #2) ☒ No (form complete)

2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      ☐ Retain utility easement and protect facilities
      ☐ Relocate facilities
      ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

Alex Sammet (Sep 30, 2022 09:04 CDT)
Authorized Representative

09/30/2022
Date

Spire
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: Joplin Schools
Phone: 417-625-5300 Option "2"
Email: davepetitt@joplinschools.org

Be it known that Joplin Schools, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Bird Ave. between 13th St. (Junge Blvd.) and 15th St.

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For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☒ No (form complete)
2. Our utility:
   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

Chris Parker
Authorized Representative

9/19/22
Date

City of Joplin Sanitary Sewer
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: Joplin Schools
Phone: 417-625-5300 Option "2"
Email: davepettit@joplinschools.org

Be it known that Joplin Schools, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Bird Ave. between 13th St. (Junge Blvd.) and 15th St.

Located at: 800 Junge Blvd. (Joplin Schools Junge Stadium)

For the following purpose: To increase safety of the attendees of events at Junge Stadium including games, meets, concerts, practices, competitions, etc. during pre-event, the event, and post-event. Vacating the street, which Joplin Schools owns both sides of, will allow pedestrian crossing from the parking lot on the west side to the venue without mixing with vehicular traffic on Bird Ave. The vacate will also allow increased security of the venue through controlled access at 13th St. and 15th St. The vacate will increase the "fan" experience during the event by using the vacated property as a staging area for pre-event activities and a stacking area before gates open.

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☑ No (form complete)

2. Our utility:
   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

     _____

     _____

   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

Steven Martinez — 9/19/22

Authorized Representative — Date

City of Joplin Storm Sewer

Name of Utility

Case 008-23: Street Vacation

Street Vacation-A request to vacate approximately 550 feet of S Bird Avenue South of W Junge Blvd and North of W 15th St- David Pettit (Representative of Joplin Schools)

Mr. David Pettit, Director of Facilities for Joplin Schools stated they were asking for consideration for a street vacate on Bird Ave between 1300-1500 block. He stated they own the property on both sides of that and they are requesting the vacate in an effort to enhance the safety measures for staff, students, patrons and attendees for events that were there. This would be during times of events as well as practices that take place. He stated they were struggling with safety for students and people crossing the road. He stated they were asking for this to be vacated at this time.

Mr. Kimble asked if there were any questions from the Commission on Case 008-23.

Mr. Kimble stated he noticed the street was already gated off. He stated the one that they were asking to be vacated and asked if that was correct.

Mr. Pettit stated presently they only gate that area off during an actual event. He stated they do not close that street during practices or anything currently. Typically, on Friday night events or evening events that take place for football games and track meets.

Mr. Kimble asked if there were any questions from the Commission on Case 008-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 008-23.

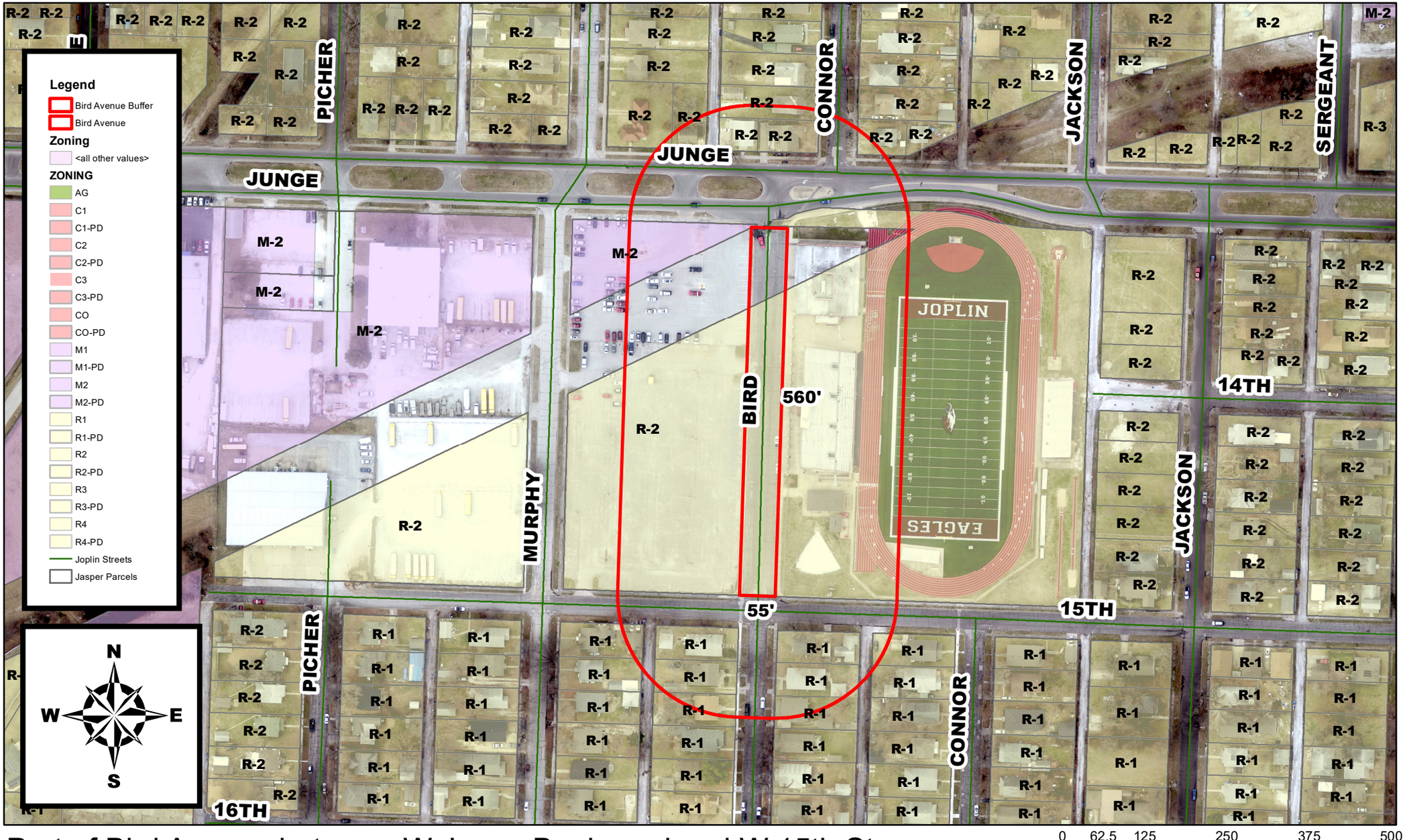
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 008-23.

There were none.

MS. STEELE MOVED THAT CASE 008-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Case 008-23 - Street Vacation



Part of Bird Avenue between W Junge Boulevard and W 15th St -
A request to vacate a street - Joplin Schools

P & Z Case 008-23
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-259 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 550 feet of Bird Avenue, approximately located between W 15th St and W Junge Boulevard, City of Joplin, Jasper County, Missouri.

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

Section 1. To vacate approximately 550 feet of 50 feet-wide right-of-way of Bird Avenue North of W 15 St, City of Joplin, Jasper County, Missouri described as follows:

ALL THAT PART OF BIRD STREET LYING IN BETWEEN THE SOUTH RIGHT OF WAY LINE OF JUNGE BOULEVARD AND THE NORTH RIGHT OF WAY LINE OF 15TH STREET BEING SITUATED IN MISCELLANEOUS TRACT 44 IN SECTION 10, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate easements of public utility companies now having installations in the portion of the street easements hereby vacated. Such utility companies shall have the right to maintain, repair, and replace any such installations now on the vacated portion of said street easement and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-253 – Zoning District Change

MEETING DATE:
March 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 001-23: Rezoning – Property located approximately 200 feet East of the intersection of S. Maiden Ln. and W. 2nd St, South of W. 2nd St and North of W. 4th St to construct multi-family housing – A request to Rezone from District M-2 (Heavy Industrial) to District R-3 (Apartment House) – Gil Stevens (Representative of the Owner)

BACKGROUND:
This request is consistent with the Comprehensive Plan. The property is shown as industrial on the Future Land Use Map with High Density Residential and Low Density Residential close by. R-3 zoning is appropriate in that context.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Stevens discussed the plans for the subject property. He stated that they plan to construct two to three apartment buildings. There was some confusion about which properties are included.

PUBLIC COMMENT;
There was no public comment in opposition or in favor.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-253
Planning & Zoning Commission recommends approval of Case 001-23 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: February 13, 2023
City Council Meeting: March 6, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 001-23 A request to rezone from M-2 (Heavy Industrial) to R-3 (Apartment House).

LOCATION Property located approximately 200 feet East of the intersection of S Maiden Ln and W 2nd St, South of W 2nd St and North of W 4th St

APPLICANT Gil Stevens (Representing the Owner, Multi-Family Cartel)

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approximately 6.2 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-1/M-2	M-2/R-2	M-2/R-2	M-2/C-3
Land Use	Vacant/Public Works Operations Center and Storage Yard	Vacant	Contractor Equipment Storage Yard	Commercial/Service

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
4th St	Collector	60′
Maiden Ln	Arterial	60′
2nd St	Collector	60′

UTILITIES

The property is within one hundred feet of existing utilities, including sewer, water, and electric.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The property is shown as industrial on the Future Land Use Map with High Density Residential and Low Density Residential close by. R-3 zoning is appropriate in that context.

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

To develop apartments, the property will need to be rezoned R-3.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. Properties in the area are C-3, C-O, C-1, R-2, R-3, M-2, and M-1. There is a lot of mixed use in this area.

DISCUSSION

This request to rezone to R-3 is consistent with the existing neighborhood.

Staff recommends approval of Case 001-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 001-23
Filing Fee: $550.00
Received: 12-2-22
Date Advertised:
Proj. No.: 23-029
Public Hearing Date: 1/9/23

Applicant: Giltner B. Stevens Phone No.: 417-437-1061

Address: 23 Pheasant Run Dr. Joplin, MO 64804 Email: gil stevens @ yahoo.com

Owner: Multifamily Cartel Phone No.:

Address: 14604 Tamarack Rd Jasper, MO 64755 Email:

Location of Property: No Physical Address (See Map Attached

Present Use of Property: Vacant Land

Proposed Use of Property: Develop Multifamily Housing

Current Zoning: M-2 Requested Zoning: R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant Land + City of Joplin	M 2 + M-1
South	Bowling	M 2
East	Vacant Land	R-2
West	Convience Store - Warehous + Bowling	C-3 + M 2

Character of the Neighborhood: Area is mixed with Convience store, warehouses bowling, salon and vacant ground.

Relationship to Existing Zoning Pattern:

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

If yes, explain: Current Zoning is M2. This rezoning will be an upgrade. It appears that there has not been any use of the property for the past 40 to 50 years.

Conformance with Comprehensive Plan:

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

Traffic Conditions:

Yes	No	
☐	☑	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: West 2nd Street & West 4th Street

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
☐	☑	Is platting required?
☑	☐	Are lots appropriately sized?
☑	☐	Is street right-of-way appropriately sized?

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

It appears this property would be an improvement for the entire Area. The apartments would provide additional housing for the area and also would provide realestate taxes for Joplin & Jasper County.

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

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

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

Signature: Walter B. Stevens **Date:** 2 December 2022

STATE OF MISSOURI)
) ss.
COUNTY OF Jasper)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Kaleb Marti (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as A Method (legal description) more commonly known as _____. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for Gil Stevens to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: 2 Dec 2022

Signature of Owner

Kaleb Marti
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 2 day of December, 2022.

Stacy Wilson
Notary

My commission expires: March 5, 2026

STACY WILSON
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 18781734
My Commission Expires Mar 5, 2026

Note: The local legislative body reserves the right to rezone property without the owner's consent for the purpose of promoting health, safety, morals, or the general welfare of the community. The Missouri Revised Statutes Chapter 89 (Zoning and Planning) authorizes this power to the legislative body.)

Web Copy

Recorded in Jasper County, Missouri
Recording Date/Time: 02/07/2022 at 10:15:13 AM
Book: 2629 Page: 27
Instr #: 2022002249
Type: WD
Pages: 2
Fee: $27.00 S

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Corporation Warranty Deed

THIS INDENTURE, Made and entered into this 4th day of Feb, 2022 by and between

R.E.S. Land Company, LLC, a Missouri Limited Liability Company

a corporation duly organized under the laws of the State of Missouri, hereinafter **GRANTOR**, and

Multifamily Cartel LLC, a Missouri Limited Liability Company

hereinafter referred to as **GRANTEE**, whether one or more.

(Grantee's mailing address is 14604 Tamarack Rd Jasper, Mo. 64755

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar and other valuable considerations paid by Grantee, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto Grantee the following described Real Estate, situated in the County of **Jasper** and State of Missouri, to wit:

Tract 1: A part of MISCELLANEOUS TRACT 36 and a part of MISCELLANEOUS TRACT 39 in Section 3, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, and a part of Lots Numbered Forty-six (46) through Fifty (50) and a part of Lots Numbered Fifty-one (51) through Fifty-five (55) and a part of a vacated alley lying between said lots, all in GARFIELDS' ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, being more particularly described as follows: Commencing at the Southeast corner of Miscellaneous Tract 36 in said Section, thence North 87 degrees 58 minutes 39 seconds West along the North line of Fourth Street 175.00 feet to the point of beginning, thence continuing along the North line of said Fourth Street North 87 degrees 58 minutes 39 seconds West 291.05 feet to the East right-of-way line of the St. Louis San Francisco Railroad, thence North 39 degrees 04 minutes 32 seconds West along said East Railroad right-of-way 288.06 feet, thence North 52 degrees 33 minutes 19 seconds East 147.00 feet, thence North 19 degrees 50 minutes 36 seconds East 183.71 feet, thence South 88 degrees 14 minutes 21 seconds East 49.18 feet, thence South 01 degrees 32 minutes 35 seconds West 186.41 feet, thence South 88 degrees 08 minutes 44 seconds East 260.49 feet, thence South 00 degrees 07 minutes 21 seconds West 300.00 feet to the point of beginning.

Tract 2: All of a tract of land described as Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, thence North 00 degrees 05 minutes West along the West line of said Quarter Quarter 49.00 feet to the North right-of-way line of Fourth Street, thence East along said line 510.66 feet, thence North 00 degrees 05 minutes West 150.00 feet to the point of beginning, thence North 00 degrees 05 minutes West 211.06 feet, thence West 179.60 feet to the East line of a tract of land (Deed filed in Book 1546 at Page 530), thence North 00 degrees 13 minutes 28 seconds West along said line 125.00 feet to the Northeast corner of said tract, thence North 88 degrees 00 minutes 11 seconds West along the North line of said tract 55.32 feet to the

Charlotte Pickering, Recorder of Deeds

Web Copy

Southeast corner of a tract of land (Deed filed in Book 1433 at Page 1900), thence North 00 degrees 13 minutes 28 seconds West along the East line of said tract 175.01 feet to the South line of Second Street, thence East along said line 388.14 feet to the West line of the Old Frisco Railroad, thence South 41 degrees 23 minutes East along said line 576.56 feet, thence South 226.97 feet to a point on the North line of Fourth Street (said point being 200.00 feet West of the intersection of the North line of Fourth Street and the West line of the Old Frisco Railroad), thence West along the North line of Fourth Street 224.36 feet to the Southeast of a tract of land (Deed filed in Book 1205 at Page 1851), thence North 00 degrees 05 minutes West along the East line of said tract 150.00 feet to the Northeast corner thereof, thence West along the North line of said tract 50.00 feet to the Northwest corner thereof (said point being on the East line of Porter Avenue if produced North), thence South 00 degrees 05 minutes East along said line 150.00 feet to the North line of Fourth Street, thence West along said line 59.64 feet to the Southeast corner of a tract of land (Deed filed in Book 1456 at Page 1786), thence North 00 degrees 05 minutes West along the East line of said tract 150.00 feet to the Northeast corner thereof, thence West along the North line of said tract 200.00 feet to the point of beginning, being a part of of MISCELLANEOUS TRACT 39 in Section 3, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri.

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any incumbrance done or suffered by it or those under whom it claims; and that Grantor will WARRANT AND DEFEND the title to the premises unto Grantee, and to the successors and assigns of such forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its Members the day and year first above written.

By: _____
David W. Smith, Vice President

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

On this 4th day of Feb., 2022 before me, appeared David W. Smith, to me personally known, who being by me duly sworn, did say that he is the Vice President of R.E. Smith Construction Company Member of R.E.S. Land Company, LLC, a Missouri Limited Liability Company and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members and David W. Smith, Vice President acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office, the day and year first above written.

AMBER NICOLE BASS
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Mar. 25, 2023
Commission #15027113

_____
Amber Nicole Bass, Notary Public

My Term Expires: March 25, 2023

Charlotte Pickering, Recorder of Deeds







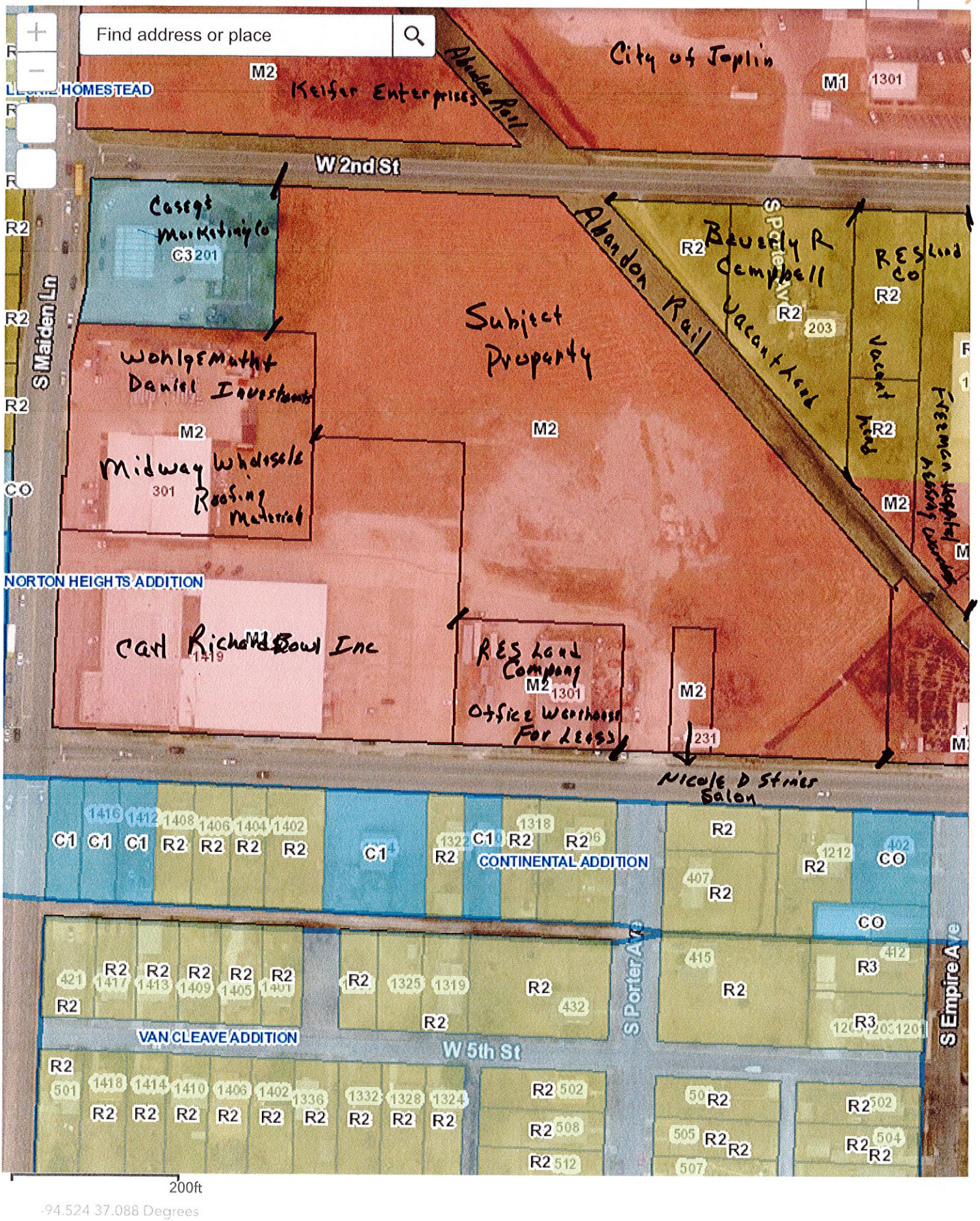



W 3RD ST
S MCCOY AVE
S MAIDEN LN
W 4TH ST
W 2ND ST
S PORTER AVE
S EMPIRE AVE
S PICHER AVE

Tract 1: A part of MISCELLANEOUS TRACT 36 and a part of MISCELLANEOUS TRACT 39 in Section 3, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, and a part of Lots Numbered Forty- six (46) through Fifty (50) and a part of Lots Numbered Fifty-one (51) through Fifty-five (55) and a part of a vacated alley lying between said lots, all in GARFIELDS' ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, being more particularly described as follows: Commencing at the Southeast corner of Miscellaneous Tract 36 in said Section, thence North 87 degrees 58 minutes 39 seconds West along the North line of Fourth Street 175.00 feet to the point of beginning, thence continuing along the North line of said Fourth Street North 87 degrees 58 minutes 39 seconds West 291.05 feet to the East right-of-way line of the St. Louis San Francisco Railroad, thence North 39 degrees 04 minutes 32 seconds West along said East Railroad right-of-way 288.06 feet, thence North 52 degrees 33 minutes 19 seconds East 147.00 feet, thence North 19 degrees 50 minutes 36 seconds East 183.71 feet, thence South 88 degrees 14 minutes 21 seconds East 49.18 feet, thence South 01 degrees 32 minutes 35 seconds West 186.41 feet, thence South 88 degrees 08 minutes 44 seconds East 260.49 feet, thence South 00 degrees 07 minutes 21 seconds West 300.00 feet to the point of beginning.

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Joplin Local City of Joplin MO



Case 001-23: Rezoning

> Rezoning-Property located approximately 200 feet East of the intersection of S. Maiden Ln. and W. 2nd St, South of W. 2nd St. and North of W. 4th St. to construct multi-family housing- A request to Rezone from District M-2 (Heavy Industrial) to District R-3 (Apartment House)- Gil Stevens (Representative of the Owner)

Gil Stevens, 23 Pheasant Run, Joplin, Missouri. He stated he believed the Board had been provided proposed maps showing all ownership of the land in the area as per the request on the application. He stated M-2 to R-3 is a highly improved zoning and a pretty good asset. He stated there would be 3-4 buildings that would be built on the location, three story apartments. He stated he represented the owner, and he is not the owner. He stated in anticipation of this being improved the land had now been surveyed. He stated he noticed the stakes yesterday when he was by the property.

Mr. Kimble asked if there were any questions from the Commission on Case 001-23.

Ms. Steele stated that in addition to this being rezoned the little cut out area, just a small little lot on 4th St., she asked if the owner had control over that. She stated the M-2 on 4th St. along the area where the Barbershop is located.

Mr. Stevens stated he believed they did own the section there. He stated he could not verify the location of stakes on 4th St. He stated that was the rendering, it was not a survey, but it was a Beacon rendering of the property. He stated it was very similar to what was on the screen.

Mr. Bolander stated just for clarification he did not believe that was part of the request. He stated he thought the map that was submitted showed a hair salon owned by another party.

Ms. Steele asked if the zoning would remain the same.

Mr. Bolander stated yes. It was a commercial use, so it is not in the appropriate zoning right now. He stated it was a grandfathered use.

Mr. Jackson stated in terms of the apartment development would this be a subsidized housing or low-income housing.

Mr. Stevens stated no, market rent.

Ms. Phillips asked what the plan for the stream that goes through there. Will it be daylighted, will it be put under a conduit. What were the plans.

Mr. Bolander stated they had not seen anything yet. He stated he could not give her an answer. He stated he did not know if it would be buried or piped. He stated he thought right now it would remain open and build around it.

Mr. Stevens stated if there were any requests that would be handled at time of permitting.

Mr. Bolander stated it was not required that it be piped. He stated it is quite expensive and he was sure they would go over it in the pre-development meeting.

Mr. Kimble asked if there were any questions from the Commission on Case 001-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 001-23.

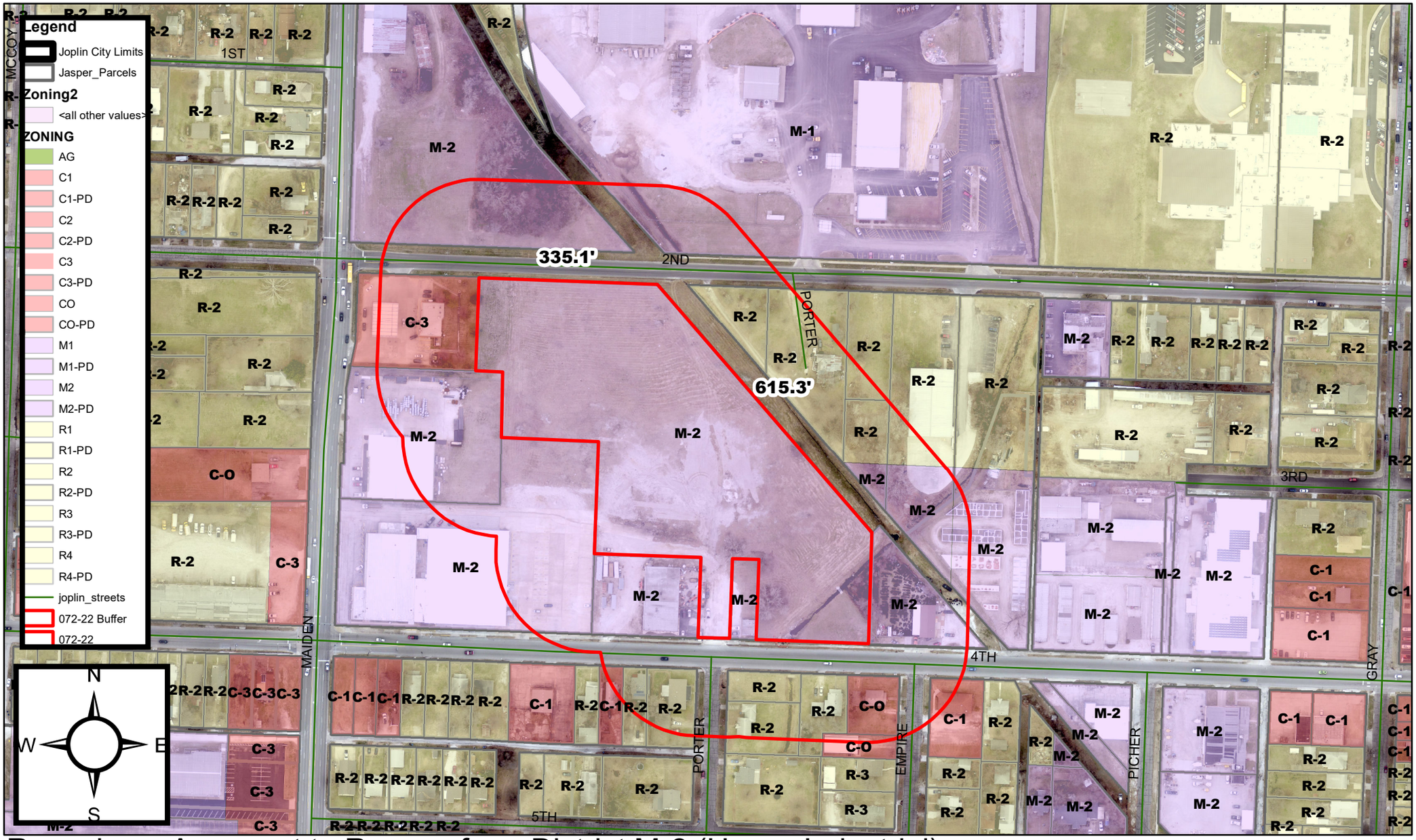
There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 001-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 001-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. JACKSON SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAYS, 1 ABSENT)

Case 001-23 - Rezoning



Rezoning – A request to Rezone from District M-2 (Heavy Industrial) to District R-3 (Apartment House) for Property located approximately 200 feet East of the intersection of S Maiden Ln and W 2nd St, South of W 2nd St and North of W 4th St to construct multi-family housing – Gil Stevens (Representative of the Owner)

0 90 180 360 540 720 Feet

P & Z Case 001-23
Multifamily Cartel
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-253 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District R-3 (Apartment House) property as described below and located approximately 200 feet East of the intersection of S. Maiden Ln. and W. 2nd St, South of W. 2nd St and North of W 4th St.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District M-2 (Heavy Industrial) the following described property and including in District R-3 (Apartment House).

TRACT 2: All of a tract of land described as Commencing at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 3, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, thence North 00 degrees 05 minutes West along the West line of said Quarter Quarter 49.00 feet to the North right-of-way line of Fourth Street, thence East along said line 510.66 feet, thence North 00 degrees 05 minutes West 150.00 feet to the point of beginning, thence North 00 degrees 05 minutes West 211.06 feet, thence West 179.60 feet to the East line of a tract of land (Deed filed in Book 1546 at Page 530), thence North 00 degrees 13 minutes 28 seconds West along said line 125.00 feet to the Northeast corner of said tract, thence North 88 degrees 00 minutes 11 seconds West along the North line of said tract 55.32 feet to the Southeast corner of a tract of land (Deed filed in Book 1433 at Page 1900), thence North 00 degrees 13 minutes 28 seconds West along the East line of said tract 175.01 feet to the South line of Second Street, thence East along said line 388.14 feet to the West line of the Old Frisco Railroad, thence South 41 degrees 23 minutes East along said line 576.56 feet, thence South 226.97 feet to a point on the North line of Fourth Street (said point being 200.00 feet West of the intersection of the North line of Fourth Street and the West line of the Old Frisco Railroad), thence West along the North line of Fourth Street 224.36 feet to the Southeast of a tract of land (Deed filed in Book 1205 at page 1851), thence North 00 degrees 05 minutes West along the East line of said tract 150.00 feet to the Northeast corner thereof, thence West along the North line of said tract 50.00 feet to the Northwest corner thereof (said point being on the East line of Porter Avenue if produced North), thence South 00 degrees 05 minutes East along said line 150.00 feet to the North line of Fourth Street, thence West along said line 59.64 feet to the Southeast corner of a tract of land (Deed filed in Book 1456 at Page 1786), thence North 00 degrees 05 minutes West along the East line of said tract 150.00 feet the Northeast corner thereof, thence West along the North line of said tract 200.00 feet to the point of beginning, being a part of MISCELLANEOUS TRACT 39 in Section 3, Township 27,

Range 33, in the City of Joplin, Jasper County, Missouri. A location more generally known as W 2nd St and Maiden Lane.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-252 – Zoning District Change

MEETING DATE:
March 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

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

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

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Lett, with Schuber Mitchell, represented the case. He stated that Schuber Mitchell is wanting to try a community style development which was recently adopted by the City. Schuber Mitchell went on to describe what these homes would look like, and what their target demographic would be.

PUBLIC COMMENT;
Several residents were opposed on the basis of decreasing property values, an increase in traffic, and creating a safety risk for children riding their bikes and playing in the street. Schuber Mitchell presented their traffic study.

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

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

Z&P Meeting: February 13, 2023
City Council Meeting: March 6, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 067-22 A request to rezone from R-1 (Single Family Residential) to R-4 (Mixed-Density Neighborhood).

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

APPLICANT Schuber Mitchell Homes

EXISTING CONDITIONS

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

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

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

UTILITIES

The site is accessible to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

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

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

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

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

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

DISCUSSION

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

Staff recommends approval of Case 067-22.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 067-22
Filing Fee: $550.00
Received: 10/28/22
Date Advertised: 11/23/22
Proj. No.: 22-005
Public Hearing Date: 12/12/22

Applicant: ANDERSON ENGINEERING INC Phone No.: 417.782.7399

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

Owner: SCHUBER MITCHELL HOMES Phone No.: 417.626.7000

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

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

Present Use of Property: RESIDENTIAL/VACANT

Proposed Use of Property: RESIDENTIAL

Current Zoning: R1 Requested Zoning: R4

Surrounding Land Use and Zoning:

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

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

Relationship to Existing Zoning Pattern:

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

If yes, explain: R4 ALLOWS FOR MORE VARIETY OF HOMES WITH SMALLER SETBACKS

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
○	◉	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: OLIVER ST

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☑

Right-of-Way Width: 50 FT

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

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

JOPLIN
MISSOURI

Rezoning Procedures

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

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

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

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

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

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

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

ANDERSON ENGINEERING
EMPLOYEE OWNED

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

October 28th, 2022

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

RE: 2629 S Oliver Ave Rezone Application

To Whom it May Concern:

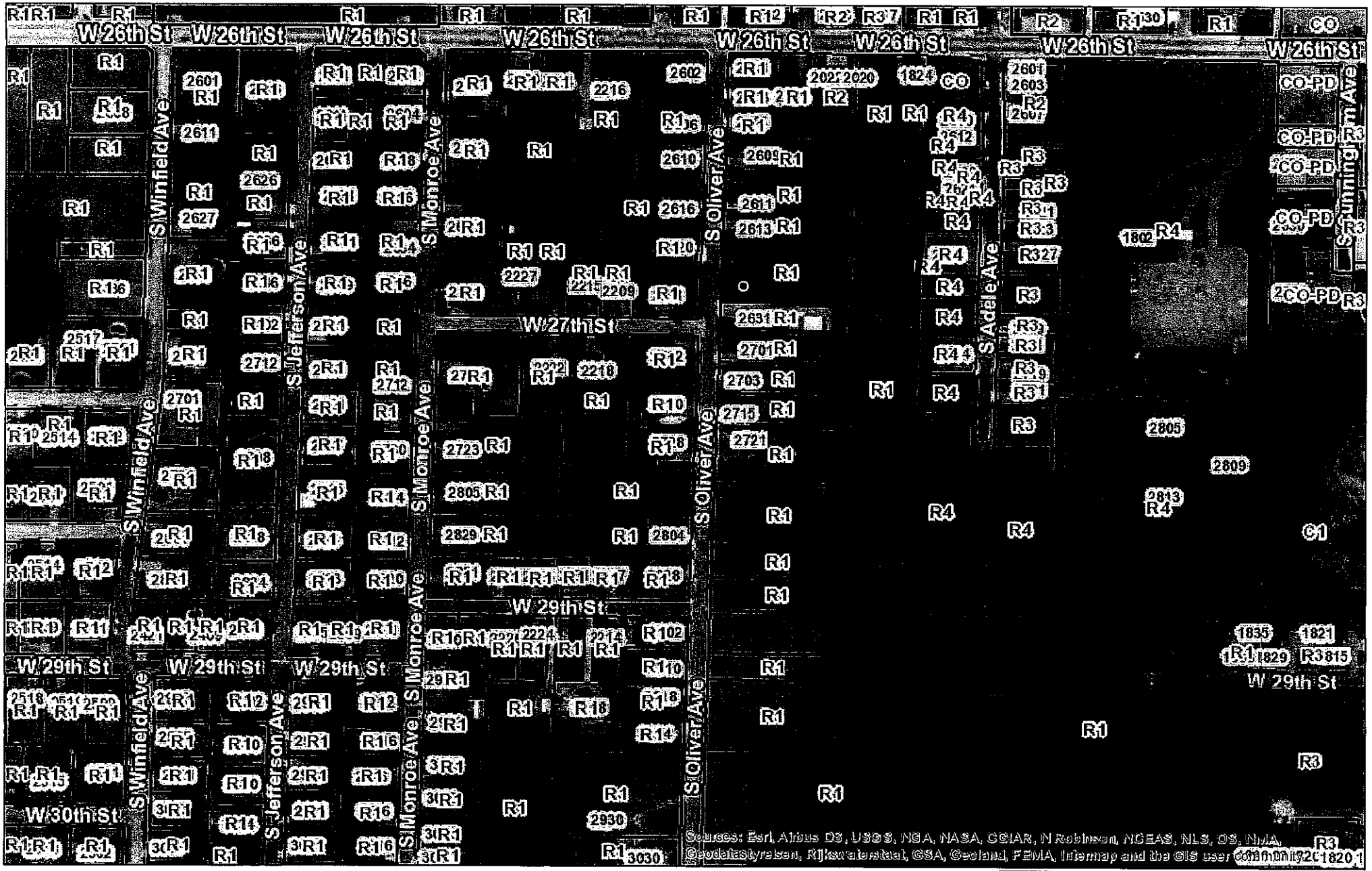
Schuber Mitchell Homes is seeking approval on a rezone request at 2629 S Oliver. They are requesting to rezone this, the property immediately East, and 2827 S Oliver to R4. Please refer to the attached application, exhibit, and legal descriptions for additional information.

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

Should you require any additional information, please contact us.

Sincerely,

Katrina Smith, E.I.T.
Design Engineer



Date: 11/8/2022

1 " = 376 '

0 0.035 0.07 0.14 mi

N

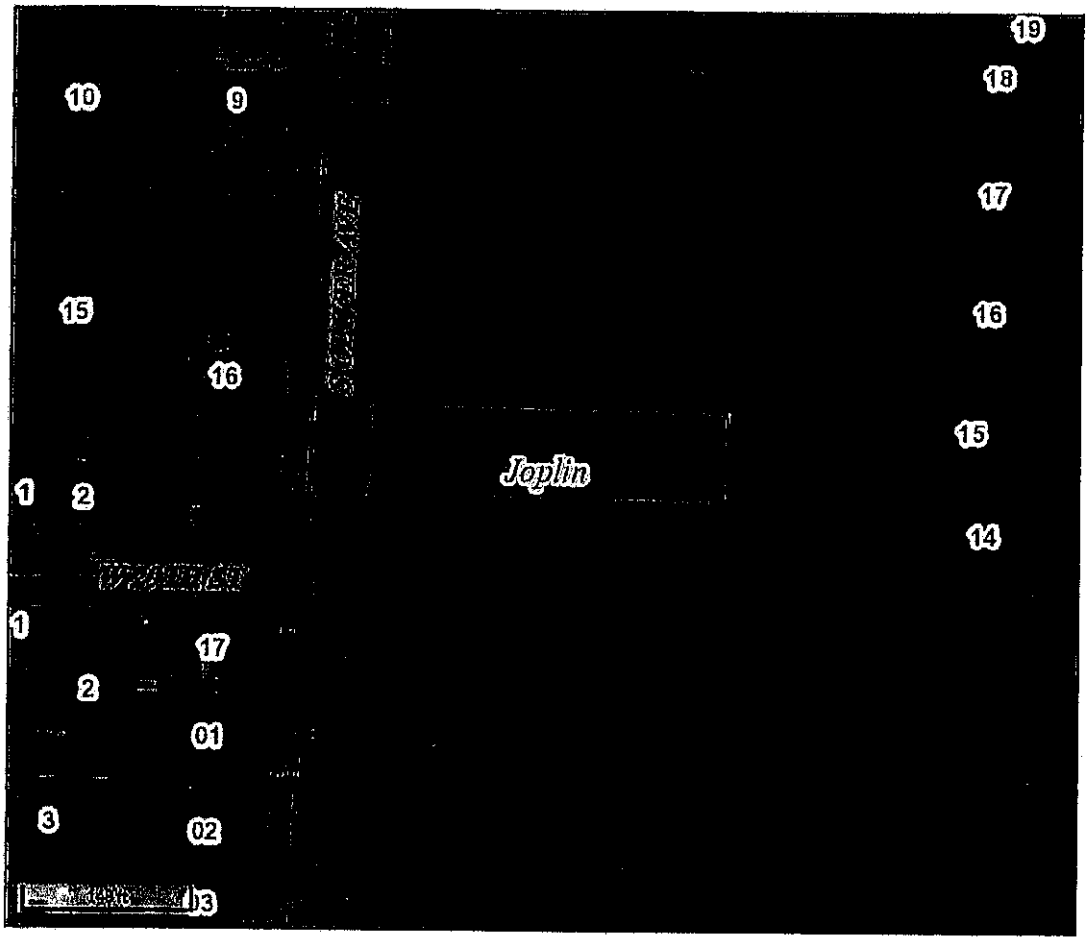
Zoning

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

DISCLAIMER

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

Beacon™ Jasper County, MO



Overview



Legend

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

Parcel ID	19501640001067000	**Alternate ID**	35-017594-0000	**Owner Address**	BALDWIN RENTAL INVESTMENTS
Sec/Twp/Rng	16-27-33	**Class**	R		PO BOX 271
Property Address	2827 S OLIVER	**Acreage**	0.4808		JOPLIN, MO 64802
District	116				
Brief Tax Description	JOP MISC N1/2 TR W 295' S 142.68' LOT 11 (Note: Not to be used on legal documents)				

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

Date created: 8/25/2022

Web Copy

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

Electronically Recorded

Charlotte Pickering
Recorder of Deeds

LLC WARRANTY DEED

FILE NO.: G22-130536

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

PO Box 365, Webb City, MO 64870

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

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

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

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

Charlotte Pickering, Recorder of Deeds

Web Copy

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

Baldwin Rental Investments, LLC

BY: _____
Robert L. Baldwin
Manager

STATE OF MISSOURI

COUNTY OF JASPER

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

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

_____
Tammy Garoutte, Notary Public

My Commission Expires: October 17, 2025

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

Charlotte Pickering, Recorder of Deeds

Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data for reference only:

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

SCHEDULE A

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

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

By Jana Cole

Authorized Signatory

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Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

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

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

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

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

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

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

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

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

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

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

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

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I
(Continued)

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

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

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AMERICAN LAND TITLE ASSOCIATION

Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II
Exceptions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SCHEDULE B, PART II
(Continued)

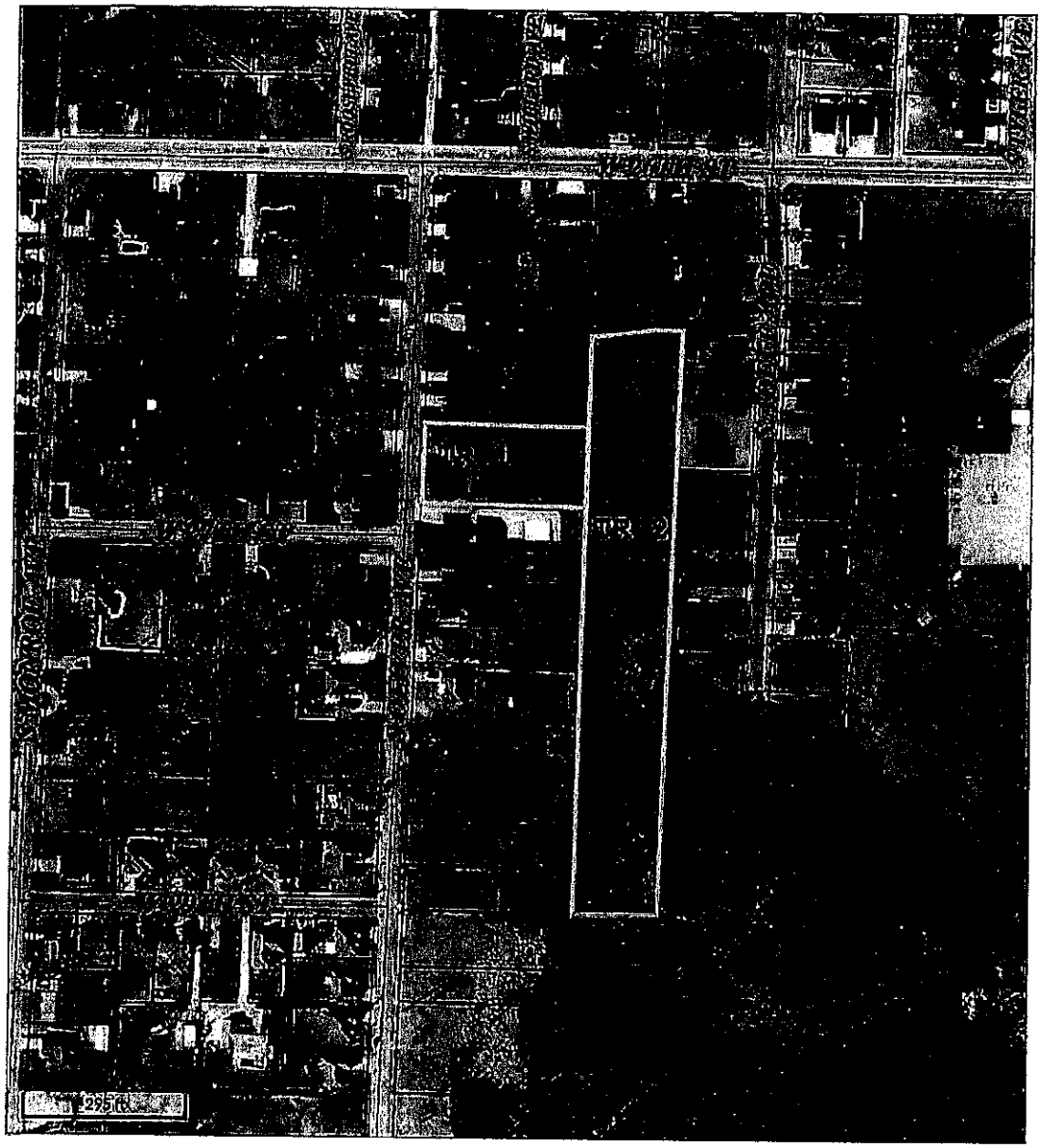
Type of instrument: Collector's Deed for Taxes
Grantor: Jasper County Collector
Grantee: Baldwin Rental Investments, LLC
Recording date: October 15, 2012
Book 2259, Page 2382

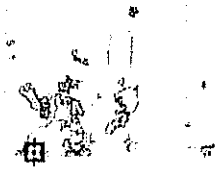
B. Other conveyances transferring title to subject property filed within the last 24 months: None

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AMERICAN LAND TITLE ASSOCIATION

Beacon™ Jasper County, MO





Overview

Legend

- Parcels
- Local Roads

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

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

Developed by Schneider GEOSPATIAL

Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data for reference only:

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

SCHEDULE A

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

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

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

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

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

5. The Land is described as follows:

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

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

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE A
(Continued)

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

By: Jami L Jones

Authorized Signatory

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Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

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

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

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

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

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

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

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

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

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

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

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

   Be executed in the limited liability company's name and

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

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

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

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

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AMERICAN LAND TITLE ASSOCIATION

Alliant National Title Insurance Company

ALTA COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II
Exceptions

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

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

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

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

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

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

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

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

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

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

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

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

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

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SCHEDULE B, PART II
(Continued)

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

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

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

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

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AMERICAN LAND TITLE ASSOCIATION

GREAT AMERICAN
TITLE INSURANCE AGENCY

"Your trusted partner for success."

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

PRIVACY POLICY NOTICE

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

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

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

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

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

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

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

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

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

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

ALLIANT NATIONAL
TITLE INSURANCE COMPANY

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

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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

By Jami L Jones

Authorized Signatory

ALLIANT NATIONAL TITLE INSURANCE COMPANY



By _____ President

Attest: _____ Secretary

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

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AMERICAN LAND TITLE ASSOCIATION

ALLIANT NATIONAL
TITLE INSURANCE COMPANY

PRIVACY POLICY NOTICE

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

Purpose of Notice:

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

Types of Information We May Collect:

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

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

Use and Disclosure of Information:

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

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

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

Protection of Your Personal Information:

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

Changes:

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

SCHEDULE B, PART II
(Continued)

EXHIBIT "A"

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

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SEAL

Charlotte Pickering
Recorder of Deeds

GENERAL WARRANTY DEED

File No.: G21-112137

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

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

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

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

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

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

Charlotte Pickering, Recorder of Deeds

Web Copy

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

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

Hugh S. Cable

Florence M. Cable

STATE OF MISSOURI

COUNTY OF JASPER

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

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

~~Lori Raymond,~~ Notary Public

My Commission Expires: ~~September 18, 2021~~ 3/25/22 Leslie Weston

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

Charlotte Pickering, Recorder of Deeds

Proposed Oliver Avenue Modern Bungalows
Traffic Impact Assessment

Jasper County, Missouri

Prepared for:

Schuber Mitchell Homes

February 6, 2023

Prepared by:

Anderson Engineering, Inc.

1745 S Garrison Ave.
Carthage, MO 64836
417-358-9551

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Exhibit I. Projected Traffic Assignments

1.0 INTRODUCTION

1.1 Project Purpose

The Oliver Avenue Modern Bungalows development has been proposed for an existing parcel in Jasper County, Missouri. The proposed development is located on the east side of Oliver Avenue and south of the 26th Street and Oliver Avenue intersection. The development is anticipated to have two entrances (Entrance 1 and Entrance 2) and is under the City of Joplin's jurisdiction.

1.2 Study Objectives

The objective of this report is to evaluate the development access points and traffic impacts on the local public roadway network. This report identifies possible traffic related concerns that could arise due to the proposed development and any needed improvements based on existing data. Traffic generated to and from the development was estimated based upon data provided in "Trip Generation, 11th Edition" an informative report published by the Institute of Transportation Engineers (2021).

2.0 EXISTING CONDITIONS

2.1 Transportation Network Study Area

2.1.1 – Existing Oliver Avenue

Oliver Avenue is a north-south city street two-lane roadway with lane widths of 12 feet. Traffic counts performed by the Missouri Department of Transportation (MoDOT) indicate that Oliver Avenue has approximately 375 vehicles per day and 56 vehicles in the PM peak hour. Oliver Avenue is under the City of Joplin's jurisdiction and is currently posted with a 35 miles per hour (mph) speed limit near the development.

2.2.2 – Entrance 1

Entrance 1 will provide full access onto Oliver Avenue for the proposed development and will provide full ingress and egress to all future development traffic. Traffic is analyzed for the worst-case scenario based on the peak hour condition. Due to the nature of the traffic in the study area and projected land uses, the PM peak hour was determined to be the most applicable period of analysis.

2.1.3 – Entrance 2

Entrance 2 will provide full access onto Oliver Avenue for the proposed development and will provide full ingress and egress to all future development traffic. Traffic is analyzed for the worst-case scenario based on the peak hour condition. Due to the nature of the traffic in the study area and projected land uses, the PM peak hour was determined to be the most applicable period of analysis.

2.2 Existing Roadway Summary

Existing Roadway Traffic

Route	Segment Location	MPH	Direction	AADT	Peak Hour Time	Peak Hour Count
Oliver Avenue	South of 26th St.	35	Northbound	211	5:00-6:00	34
			Southbound	164	5:00-6:00	22

3.0 PROPOSED TRAFFIC ANALYSIS

3.1 Proposed Trip Generation

Average Daily and PM Peak Hour Trip Generation

ITE Description	ITE Code	Units	Size	24-Hour Weekday	PM Peak Hr.	PM In	PM Out
Single Family Detached Homes	210	DU	40	383	40	25	15

3.2 Turn Lane Warrant Analysis

Single Family Detached Homes
Oliver Avenue
Right Turn Lane Warrant
(Northbound Traffic)

20 Year Right Turn Lane Warrant

	PM Peak
Right Turn Volume	6
Advancing Volume	57
Operating Speed	35
% Right Turns	11.0%
Right Turn Lane Warranted	NO

10 Year Right Turn Lane Warrant

	PM Peak
Right Turn Volume	6
Advancing Volume	48
Operating Speed	35
% Right Turns	13.1%
Right Turn Lane Warranted	NO

Existing Right Turn Lane Warrant

	PM Peak
Right Turn Volume	6
Advancing Volume	40
Operating Speed	35
% Right Turns	15.5%
Right Turn Lane Warranted	NO

Single Family Detached Homes

Oliver Avenue

Left Turn Lane Warrant
(Southbound Traffic)

20 Year Left Turn Lane Warrant

	PM Peak
Opposing Volume	57
Advancing Volume	39
Operating Speed	35
% Left Turns	16.0%
Left Turn Warranted	NO

10 Year Left Turn Lane Warrant

	PM Peak
Opposing Volume	48
Advancing Volume	33
Operating Speed	35
% Left Turns	18.9%
Left Turn Warranted	NO

Existing Left Turn Lane Warrant

	PM Peak
Opposing Volume	40
Advancing Volume	28
Operating Speed	35
% Left Turns	22.1%
Left Turn Warranted	NO

4.0 SUMMARY

4.1 Sight Distance at Proposed Entrances

Sight distance is a critical consideration when planning any future development or site enhancements such as berms, fencing, or landscaping. At all entrances any improvements higher than 3.5 feet above the elevation of the nearest pavement edge are to be held back at least 20 feet from the traveled roadway in order to not obstruct the view of entering and exiting traffic.

4.2 Traffic Calming

Based on local feedback, there have been multiple reports of excessive speed for traffic along Oliver Avenue. The City should continue to monitor Oliver Avenue traffic speeds and adopt appropriate traffic calming measures as needed. Traffic calming measures such as bulb outs, speed tables, or addition of stop signs could be utilized to address high speeds along Oliver Avenue.

4.3 Summary

Left and right turn lane analysis was performed in accordance with MoDOT guidance for two-lane roadways. Entrance 1 and Entrance 2 do not warrant dedicated turn lanes on Oliver Avenue based on existing and proposed traffic volumes. Based on existing and proposed traffic volumes Oliver Avenue should remain free flow. Entrance 1 and Entrance 2 should be constructed in accordance with City of Joplin standards. The left and right turn lane results are indicated in the charts below.

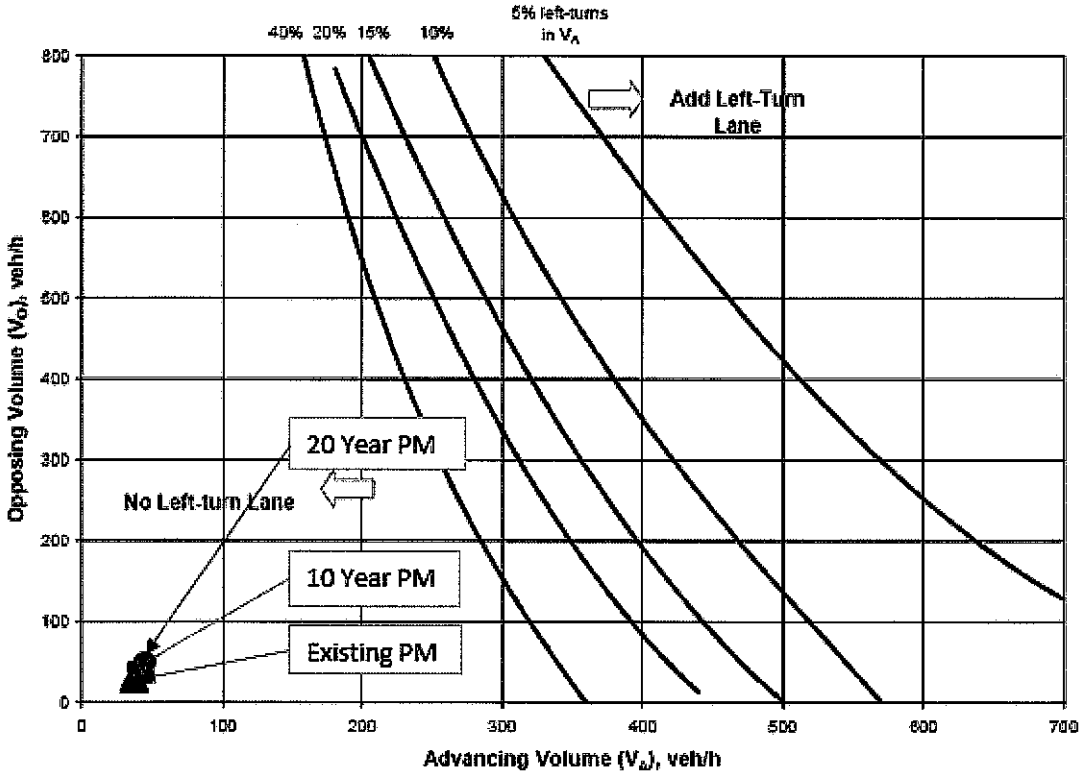


Figure 940.9.1, Left Turn Lane Guidelines for Two-Lane Road less than or equal to 40 mph

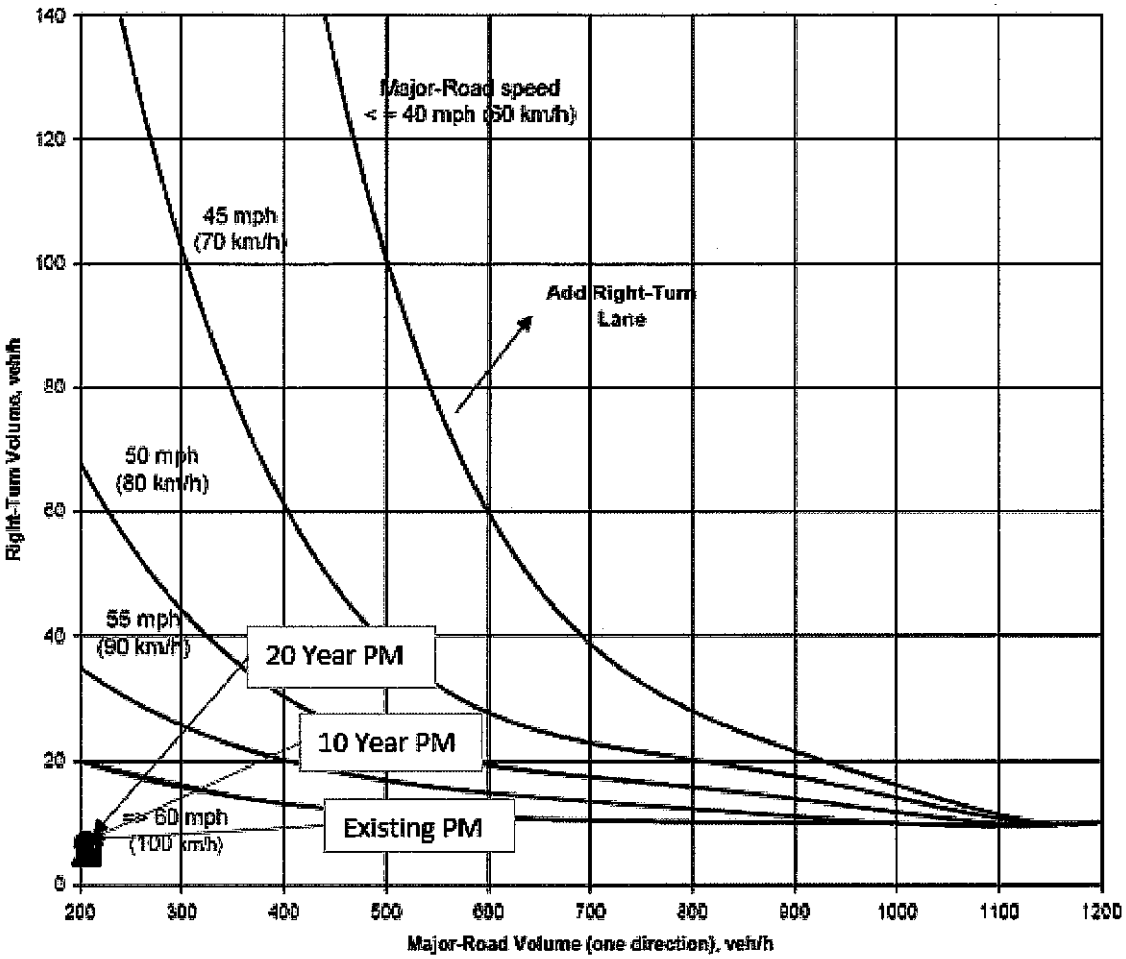


Figure 940.9.8 Right Turn Lane Guidelines for Two-Lane Roadways

PROJECTED TRAFFIC ASSIGNMENT

OLIVER AVENUE MODERN BUNGALOWS

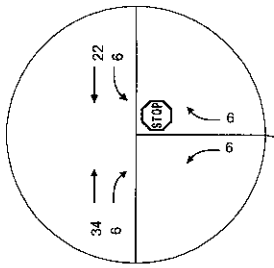
LEGEND

PM PEAK

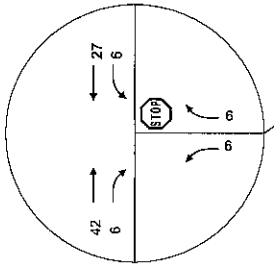
STOP SIGN CONTROL

TURNING MOVEMENT

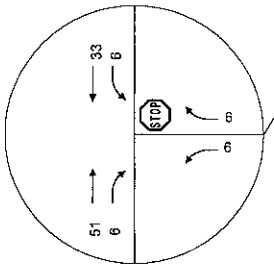
EXISTING PM

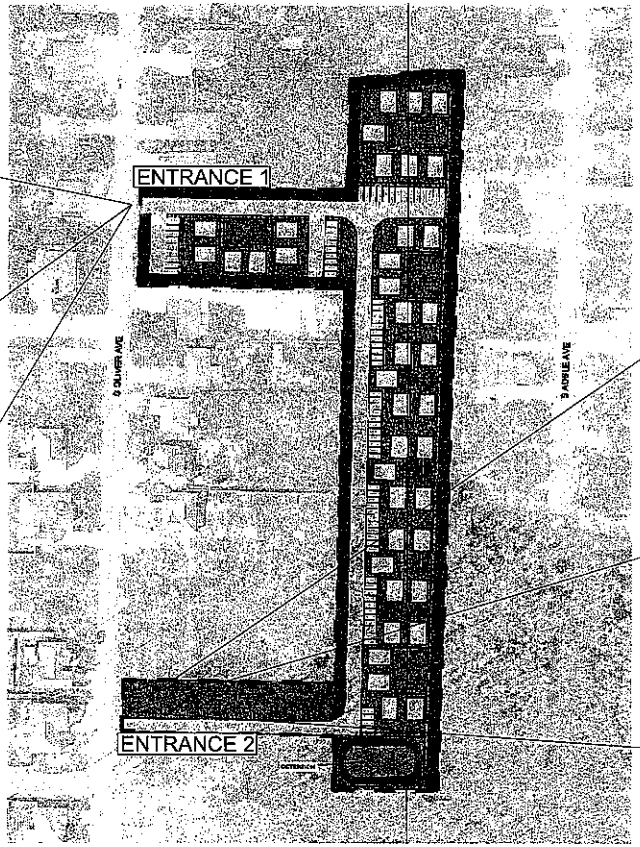


10 YEAR PM

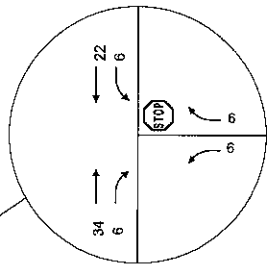


20 YEAR PM

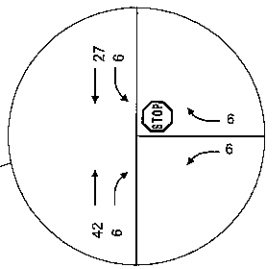




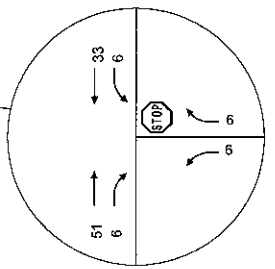
EXISTING PM



10 YEAR PM



20 YEAR PM



ANDERSON ENGINEERING
EMPLOYEE OWNED

SHEET NUMBER

OWNER:

SCHUBER MITCHELL HOMES
1910 FOUNTAIN ROAD
WEBB CITY, MO 64870

ENGINEER:

ANDERSON ENGINEERING, INC.
811 E. THIRD STREET
JOPLIN, MO 64801
P: (417) 782-7389

LOT BREAKDOWN

MODERN BUNGALOW: 25' WIDE BY 33' DEEP (MIN) R4 ZONING

SUBDIVISION

FRONT SETBACK:	20'
REAR SETBACK:	20'
SIDE SETBACK:	6'
SIDE STREET:	8'
UTILITY EASEMENT:	20'
PARKING SPACES:	80
ROAD WIDTH:	24'

COURTYARD STYLE ALLOWS UP TO 30% DECREASE IN LOT SIZE

LOT TOTALS

MODERN BUNGALOW:	40 LOTS (100%)
TOTAL:	40 LOTS
TOTAL ACRES:	5.23 ACRES
LOTS PER ACRE:	7.65 LOTS/ACRE
GREENSPACE:	2.81 ACRES (54%)

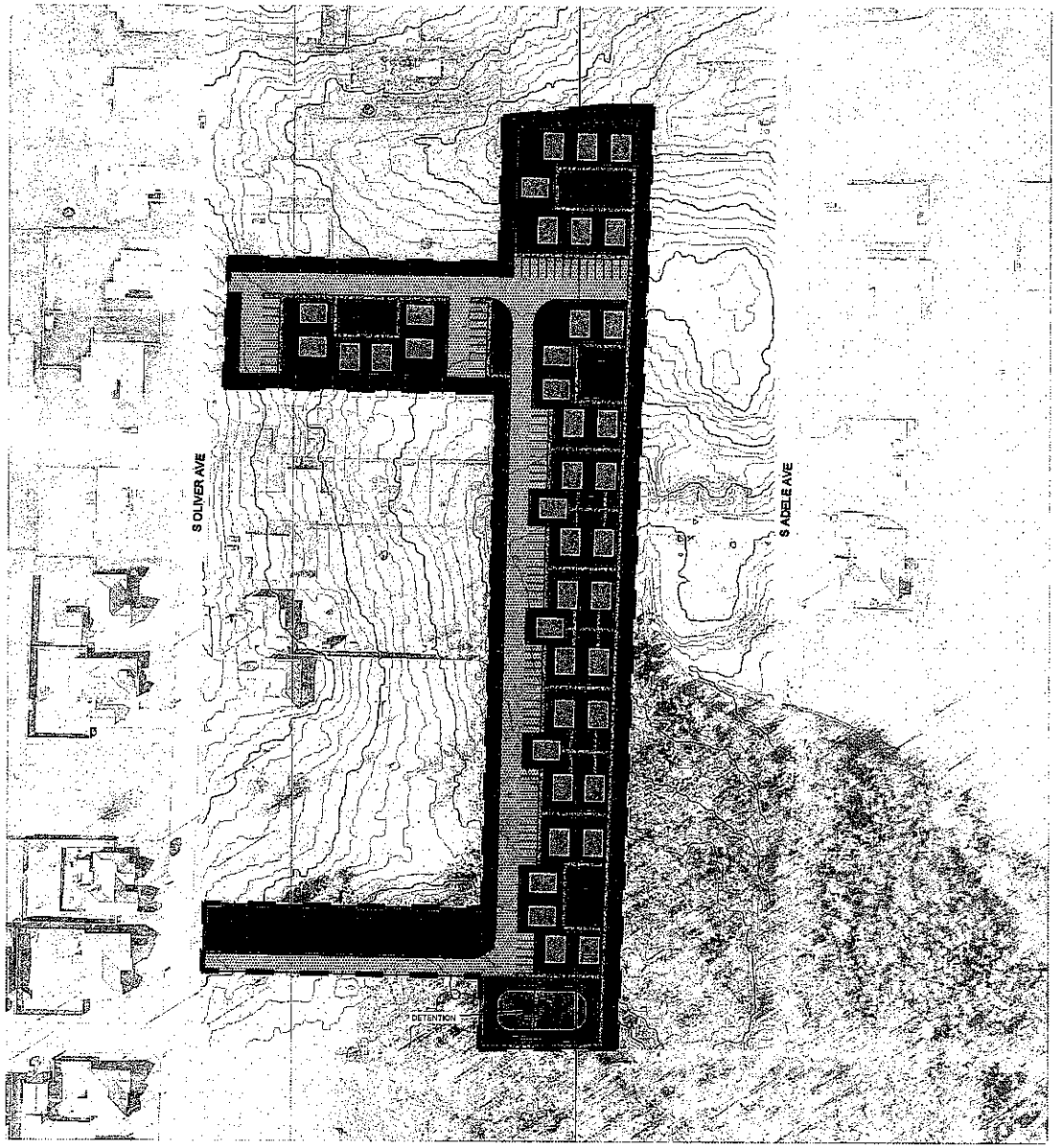
GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

LEGEND

MODERN BUNGALOW
PROPERTY LINE
PROP. LOT LINE
ARMY CORP DITCH
EX. TELEPHONE LINE
EX. GAS LINE
EX. WATER LINE
EX. ELECTRIC LINE
EX. UG ELECTRIC
EX. SEWER

GRID



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25TH & OLIVER ST 1925 SUBDIVISION
SCHUBER MITCHELL HOMES

CONCEPT 5

JOPLIN, JASPER COUNTY, MISSOURI

DWG NUMBER
JOP-100-0013

SHEET NUMBER
C1

Case 067-22: Rezoning

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

Mr. Jacob Lett, Schuber Mitchell Homes, presented concepts to the Board.

Mr. Kimble stated that it had been brought to his attention that numerous people have driven by the location and the sign was down. He asked how many signs had been placed in the location initially.

Mr. Bellairs stated they had only put out the first sign for the first P & Z meeting. He stated we readvertised it and sent out additional letters to owners. But new signage had not been put up.

Mr. Jackson stated so you put the one sign up in December when this was originally scheduled, and it has since been tabled.

Mr. Bolander stated it had been tabled but letters were resent to the property owners for this meeting.

Mr. Jackson asked if a sign had been put up on both lots or just one.

Mr. Bolander stated he believed one sign had been placed on the larger piece. Because most of the property sets behind the homes on Oliver Ave.

Mr. Kimble asked if anyone knew how long the sign had been down before it was picked up and rehung.

Mr. Jackson stated his concern was this was something the neighborhood was told about and expected back in December. He stated he did not know this was coming up again until he sent an email to Vicky because he had some neighbors ask him when it was going to be on the agenda. So, they had not seen a sign to advertise it as they have driven by the location. He stated this was really part of the process and it was only on one of the two lots. He stated if he had driven by and only seen one sign, he would have thought it was only the one lot not another one several parcels down.

Mr. Bolander stated that was part of the reason they advertise and send letters to property owners. He stated so even though the sign was down he noticed a lot of

people in attendance this evening and that was the purpose of advertising these meetings.

Mr. Jackson stated yes but he had people tell him that if they had known this meeting was happening Monday at 4:00 p.m. they would have attended but at this short of a notice they could not get off work or make childcare arrangements.

Mr. Bolander stated that was why we have a second meeting scheduled in front of City Council. He stated that not everyone can get off at 4:00 p.m. and that was why the City Council meeting was scheduled for 6:00 p.m.

Mr. Jackson stated he thought there would have been more neighbors present at this meeting had they known about it. He stated that was the feedback he had received.

Mr. Bolander stated the Board had the option to table the matter. He stated we could readvertise, put out signs and send out additional letters. He stated it was the Board's call and all options were available. We had two community meetings as well.

Mr. Kimble stated his concern was in the last two years quite often signs would be removed or blown over and not taken care of and the neighborhood was not properly aware of what was going on. He stated there were a lot of people here but the fact that the signs keep having issues was something he felt the City, he stated it is incumbent on the City to inform people what is going on.

Mr. Bolander stated we try our best. We cannot drive by there every day to make sure the sign is still up, but we can do a better job.

Mr. Jackson stated he put the sign up on Saturday.

Mr. Bolander stated that was why we have other forms of advertising. We have three ways of communicating and we hope that if a neighbor knows about it, they will tell their neighbors. He stated that by State Statue the only requirement was to advertise it in the Joplin Globe. He stated we do this in addition to what was required by State. He stated the Board had all the options available to them.

Mr. Lett stated that, if necessary, they were agreeable to tabling the request.

Mr. Kimble requested Mr. Lett to proceed with the presentation and thanked him for his patience.

Mr. Lett stated that what they were presenting today was a rezone to R-4. He stated that after cooperating with City staff and Joplin's new City code they had been exploring some of the pieces they own throughout the City of Joplin and how best to utilize those. He stated in Joplin's new City code they have a more community style development that had not been done in this area yet. He stated as the Board can see on the concept before them, they have clusters of homes surrounding community areas that were meant as low maintenance options for people who do not want to maintain a large yard, they don't want a large exterior area, but they want a walkable space with a community style environment. So, we have cooperated with the City of Joplin to come up with this concept. He stated this was not final, they just wanted to present their ideas for the rezoning to R-4. Mr. Lett stated there were two community meetings to hear the concerns of the community. After the first meeting they did reduce density. There were concerns about density, so they went from the 55 units to 40 units. He stated they had also heard some of the concerns and in some of the petitions density, noise and traffic were all concerns. He stated they have provided a traffic study done by Anderson Engineering. The engineer is present if anyone had questions. He stated they did not find any necessity for a stop sign on either intersection but that would be up to the City. Other than that, they do intend to plat this as individually platted neighborhoods so it would be individual lots to sell to homeowners. He stated that was what they were putting forward and opened the discussion for questions.

Mr. Kimble asked if there were any questions from the Commission on Case 067-22.

Mr. Jackson stated after reading the Staff Planning Report, he read it was the lot located at 2629 S. Oliver and the lot 2027 and instead it will get all that back wooded area. He stated it would be a mini subdivision in there, correct. Mr. Jackson asked Mr. Lett to identify the residency of what these homes would be how many bedrooms and how many bathrooms.

Mr. Lett referred that question to the Director of Construction.

Oscar Antillion, Schuber Mitchell Director of Construction stated this type of community required a maintenance free product. Typically, in a community like this what had been done was the property would be maintained by the PUD. He stated they were looking to establish a two-bedroom, two bathrooms, no garage type product. Again, the goal was to provide community space. Enough green space where the residents feel like they literally have a lot of their amenities within reach of any given site.

Mr. Jackson stated in terms of the PUD maintaining this it would be maintenance free for the homeowner. He asked where you have one of these designs ready and completed using the City of Joplin as an example.

Mr. Antillion stated they do not have any in the City of Joplin. He stated they are in Arkansas.

Mr. Jackson asked where in Arkansas, he stated he worked in Rogers.

Mr. Antillion stated Centerton.

Mr. Jackson stated you mentioned these would be no car garages, two-bedroom, two bath. He asked what your observation would be to describe the existing homes in the neighborhood right now.

Mr. Antillion stated they were seeing two demographics that were highly interested in this product.

Mr. Jackson stated his question was compared to what was already existing in the neighborhood, how would you describe those homes compared to what you just described to me. He asked what would you say was across the street or next door from this proposed project.

Mr. Antillion stated a normal residence typically a three-bedroom and two bath.

Mr. Jackson stated so one of these things was not like the other, correct. You are putting these next to family homes with two car garages.

Mr. Antillion stated yes.

Mr. Lett stated with a landscaped buffer around the entire community to provide some buffer. He stated they understood it was not the same style of development. He stated they are still providing single family residences just without the garage and slightly different slightly more modern built style. We are butting R-4 on the other side. He stated there were apartment complexes very close that mirror the same style. But these would be single family instead of multiple.

Mr. Jackson stated how do you anticipate this would affect the comps of the existing homes that were in the neighborhood already.

Mr. Antillion stated it won't comp.

Mr. Jackson stated they will. It will factor in.

Mr. Antillion stated typically these would sell for more per square foot.

Mr. Jackson stated he knew he was asking for the existing homeowners and how this would affect their comps once you start putting these in the neighborhood.

Mr. Antillion stated it should increase value that was what they typically see. Every time we develop next to homes prices go up because we are improving.

Mr. Jackson stated are you familiar with the way comps work.

Mr. Antillion stated yes.

Mr. Jackson stated so they were saying this is what was in the neighborhood now.

Mr. Antillion stated yes.

Mr. Jackson stated so this will bring the average down. It would say you have this two-bedroom two bath no car garage homes next to a four-bedroom three bath home with a two-car garage. He stated if you average that out where do you think that will go for the larger home.

Mr. Antillion stated larger homes are comp'd against larger homes.

Mr. Jackson stated they were going to look at everything in the neighborhood.

Mr. Antillion stated okay. These were going to be brand new homes they would probably be $180-$210.00 per square foot. He stated he did not see the issue.

Mr. Jackson stated Schuber Mitchell had built other homes in this neighborhood similar to what was existing so why not continue with those types of development for families.

Mr. Antillion stated it has a lot to do with this type of parcel. This particular parcel does not lend itself to that type of development.

Mr. Jackson asked why.

Mr. Antillion stated just the shape.

Mr. Lett stated typically to get a R-1 lot you only have those two egresses to put a full road through to be able to do regular single-family homes. It doesn't pencil. He stated and plus with this environment kinda this area talking with City staff a community of

this type seemed to fit this area well. It would not fit in other areas of Joplin, but this area surrounded by the medical school and hospital seem to be a good fit for this use of Joplin's new code.

Mr. Bolander stated it was a different type of development that you see currently in this neighborhood. He stated probably the best comparison he could give Mr. Jackson was called the Courtyard pattern that was becoming popular if you are familiar with northwest Arkansas, the Black Apple. He stated the one we have was located on Jackson and 32nd street. Mr. Bolander stated he was not saying it would look exactly like that from design standpoint but as far as the pattern that was what it was going to look like. Mr. Bolander stated so the question tonight was is this the appropriate location.

Mr. Jackson stated so if you currently have family homes in this area and we are now looking at single occupancy type situations what makes you think this will fit the feel, the design fits the neighborhood as a whole. He stated it was nothing like it.

Mr. Lett stated you are correct it is nothing like what was currently built but there was nothing except the one on Jackson that was currently built in Joplin. He stated they saw a need in this area to provide this specific type of product being in the area that it is surrounded by the hospitals and medical schools. So, this was the best fit for the product we could see on this property. Again, we considered four or five different concepts on this. Nothing other than this seemed to fit it.

Mr. Jackson stated he was confused by why not put it in a place where it is not going to be next to this family residential area. Put it somewhere where it is its own thing in a unique setting much like northwest Arkansas.

Mr. Lett stated if you had a suggestion on a property, they would absolutely entertain another area, but this seemed to be the best fit inside of Joplin.

Mr. Jackson stated he believed it was the best fit for Schuber Mitchell but not necessarily for the neighborhood.

Mr. Lett stated he understood.

Mr. Rosenberg stated you have two avenues of ingress and egress.

Mr. Lett stated yes sir.

Mr. Rosenberg stated one shows you are going to build patio homes on and most of that looks like a very small exit. Both go on to Oliver. He asked do you have any property on Adele.

Mr. Lett stated they have pursued property on Adele rigorously currently most of the people that own it plan to build duplexes down Adele and were not willing to part with it. They did explore that option.

Mr. Rosenberg stated you were asking for rezoning on the tract with the butt on Adele and the back side of some R-1 on Monroe. Is that correct. Mr. Rosenberg asked do you own that property on Monroe that you are not asking for rezoning.

Ms. Steele stated it is not on Monroe.

Mr. Rosenberg stated he apologized it was Oliver.

Mr. Lett stated he was not familiar with what property he was talking about.

Mr. Rosenberg stated there was a bunch and the only property you were showing on Oliver were the two exits. Do you own that property between there.

Mr. Lett stated no that was all current residents.

Ms. Steele stated she just wanted to make it clear these were individually owned, correct.

Mr. Lett responded yes ma'am.

Ms. Steele asked if she heard correctly, they were two-bedroom two bath and no garages. The square footage was between 800-1000 square feet.

Mr. Antillion responded 800-1200 square feet.

Ms. Steele stated that all the homes in the current neighborhood were at least double that.

Ms. Phillips stated she understood the lots would be redivided so what happens to the common area.

Mr. Lett stated that is all HOA maintained. From a homeowner perspective this would be zero maintenance on them. They would pay yearly dues and the management would take care of all the maintenance.

Ms. Phillips stated it was a little different for Joplin.

Mr. Lett stated absolutely. He said to be frank with everyone this was the style they see a lot of the markets moving to including in Joplin. We discussed with City staff and that was the intent behind the change for the recent City code. So, we are trying to see what benefits this piece and what benefits the community. We are trying to figure out what we can do with this and wanted to present it for rezone.

Ms. Phillips stated she tried counting there were two parking spaces for each unit.

Mr. Lett stated he believed that is what was required. Yes, two per unit.

Ms. Phillips asked so what happened if someone had a visitor or a third car. Where is it going to go.

Mr. Lett stated they are considering more options for parking. That is what is currently outlined in City code.

Mr. Antillion stated typically there would be a green space but like that second exit on Oliver would actually be considered green space. They would do some amenities through there. Usually as part of those amenities we would add additional parking. He stated this is just a very basic concept.

Ms. Phillips stated so it goes from green space to parking unless you do some impervious pavers or something fancy.

Mr. Lett stated it would be our intent to have walking trails and somewhere for people to park to go to those. Or to have some community area there. Again, this was just a concept. We are not required to submit for a rezone. We just wanted to give you, our intent.

Mr. Kimble asked about the similar Centerton project what was the demographic like who live in that housing area.

Mr. Antillion stated they had been really surprised because it had been a real healthy mix. They have seen young professionals who are very interested and have purchased several of the units and they have seen a lot of retirees. They want zero maintenance

and typically they are traveling a lot and want to make sure their homes are taken care of in their absence. He stated it has been very interesting. There is actually a wide demand for this concept. He stated it is town home living without the shared wall space. He believed that was the biggest advantage.

Mr. Kimble asked if there were any questions from the Commission on Case 067-22.

There were none but Ms. Steele wanted to make a comment. She stated that of all the properties Schuber Mitchell owned surely there is a better place for this concept which we desperately need in Joplin. In her opinion she stated you are trying to put it in an area where it does not belong.

Mr. Jackson stated he did have a question. You mentioned the traffic study and your engineer. Compared to the existing traffic that is flowing in and out of the neighborhood, let's say this was all developed as R-1 as it is currently zoned what would be the difference of that traffic flow vs this.

Mr. Lett asked the traffic engineer to address this question.

Darren Juranas, traffic engineer responded by saying right now the volumes are very low on Oliver. Existing conditions there was a very minimal amount of traffic. So, with a full build out with 40 dwelling units there would roughly be an additional 20 vehicles going north and 20 additional vehicles going south in the peak hour. Just based on a traffic analysis. We are not looking at a need for additional dedicated turn lanes. He stated based on some of the comments they received there was concern about traffic speeding. Right now, the corridor is very wide and straight and there is not a whole lot of congestion out there.

Mr. Jackson stated given the number of houses you are saying there is only going to be an additional 20 cars.

Mr. Juranas stated yes.

Mr. Jackson said, walk me through this.

Traffic engineer stated for traffic you typically observe the peak hour. Based off our traffic count and local data and that is roughly between 5:00-6:00 p.m. That is typically when you will have the biggest rush hour. During that period and based on ITE trip generation and following those guidelines you will be looking at roughly 20 south and 20 north. He stated he thought the exact number was 25 going south and 15 north. But over the course of an entire weekday, you would be seeing roughly 383 vehicles additional on that roadway over the course of seven days. He stated they followed all ITE trip generation guidelines. You could look at assigning stop signs for the north bound and south bound traffic. He stated they typically try to stay away from that.

Mr. Jackson stated he could be off on some of his count but if we say each one of these units have two vehicles each you are looking at 80 vehicles. Correct.

Mr. Juranas stated correct. He stated typically your parking is for far greater capacity during special events.

Mr. Jackson said no this is just assuming if you have two people who live there together, one car per person.

Mr. Juranas said correct. The type of event that would require all two of those vehicles for 40 dwelling units to leave within the same hour and actually hit that peak hour is not something that goes into ITE trip generation.

Mr. Jackson stated these are not homes built for a parent and a stay-at-home parent. He said he assumed both people would be working most likely.

Mr. Juranas stated definitely. Based on ITE trip generation guidelines they will come home at different times because not everyone comes home between 5:00-6:00 p.m. Based on ITE trip generation they look at the peak hour which is the worse hour. He stated right now they would be looking at roughly one out of every two of those individuals coming home during the peak hour.

Mr. Jackson stated okay. He asked in terms of streetlights that has been an issue the City has struggled with developers building a sub-division and then going to the City later and saying we have bad lit neighborhoods but that is not our problem. He asked what are you going to do about streetlights in the neighborhood.

Mr. Lett stated they follow every bit of City code. They are dictated and they must sign a contract with Liberty as soon as they construct the neighborhood. They pay for the streetlights.

Mr. Jackson asked how many would you be putting in.

Mr. Lett stated they do not have numbers on this.

Mr. Bolander stated at each intersection there will be a streetlight installed.

Mr. Jackson asked what would be classified as an intersection in this kind of neighborhood.

Mr. Bolander stated there are two accesses off Oliver so at least that location. Each of those locations if they have access coming off Oliver there will be a streetlight installed. Then internally you would have one on each of those intersections as well.

Mr. Jackson stated the reason he asked that was he previously served on City's sales tax oversight committee and the lack of things that have been done with streetlight development or ghost charges the City has gotten. One of the things that came back to us from City staff was developers do these properties and they don't put enough streetlights in and then the City was putting them up later.

Mr. Lett stated that he could say they have not developed much in the City of Joplin for several years, but we are required, and we pay Liberty upfront to go ahead and order the streetlights and they put them in per City guidelines as we go. We must pay for those up front.

Mr. Kimble asked if there were any questions from the Commission on Case 067-22.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 067-22.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 067-22.

Chad Newby, 2636 S. Adele Ave. Joplin, Mo. Mr. Newby stated his feedback would be completely based on the location he owns. He stated if you look on the map where Adele is highlighted, he has a 3000 square foot home, 3 bedroom and 2 bath with a lot. He stated he recently relocated to Joplin, and he choose the home because of the view. He stated he talked with his real estate agent back in December and had him do a market analysis on his home and it came in right at $360,000 and he owns two lots to

the north of his lot. He said Schuber Mitchell had never approached him, and he personally knows 90% of the people who live on Adele and none of them are for this project. He stated his biggest concern about this project is the housing density compared to the neighboring houses. The home value of the neighboring houses without a doubt would go down particularly his home. He was concerned about the construction materials proposed to be used in these homes. He stated he went to the neighborhood meeting which was very inconvenient because they did not even have it in our neighborhood. The location of the meeting was in Silver Creek which he had to take time off work to go to that meeting. He stated he also took time off work to be here today for the meeting. He stated on his property he has a 12′ easement and he was told it is on his side of the property. He said if he is sitting on his back porch based on that easement, they would be able to start building 40′ from my back porch. He stated he looked at the proposal for the barrier consisting of trees and bushes, trees do not grow overnight and would probably take 20 years to be fully mature. So, people on Adele and neighboring houses would have to look at it for 20 years before they would have true privacy from this project. He stated he used to be a volunteer firefighter and he was told that these construction materials would be flame retardant. He said as close as they propose building these homes if one home became fully involved all of them would catch fire. He was initially told they were going to be 8′ apart. He stated he did not believe at this point they have come up with any proposal to cut a street over to Adele. He stated he had never been approached about that and he hoped that if this passed that does not happen. He said in their proposal that they say this is something the neighborhood needs. There is nothing within walking distance to this proposal. He does not believe it fits to what is already existing in the neighborhood. He stated that on the traffic he commutes back and forth to Coffeyville and he sometimes goes down Oliver Street, it is cut through street and between 32nd and 26th and there already is a substantial amount of traffic due to that itself. Based on the map they originally said 51 homes you were going to look at 100 plus cars and now they have backed it off to 40 homes and you are looking at 80 plus cars. If someone had a 16-year-old kid, you are looking at three cars for a residence itself. He stated he believed that covered everything he wanted to cover.

Mr. Kimble asked if anyone wished to speak in opposition of Case 067-22.

Zola Golden, 2702 S. Oliver, Joplin, Mo. Ms. Golden stated she lived right across from one of the proposed entrances. She said about 3 ½ years ago she bought her home, and she specifically chose a single-family neighborhood, and she knows adding this density so close to her home will decrease the value of her home greatly. Also, as he said Oliver is a cut through street. There is a lot of traffic that goes down there very fast between 26th-32nd streets. She stated they have children in the neighborhood who like to ride their bicycles up and down to visit their friends in different areas of the

neighborhood or they are walking on the streets or sometimes on skateboards. She said adding those cars from 40 houses potentially 80 cars all entering and exiting on Oliver Street would impact the traffic greatly and possibly put the children in danger. She stated also there is a slight rise on that first entrance where it will be difficult to see traffic.

Mr. Jackson asked Ms. Golden if she had completed a Petition of Protest.

Ms. Golden stated she had and turned it in to the City.

Mr. Kimble asked if anyone wished to speak in opposition of Case 067-22.

Debra Golden, 2218 W. 27th St., Joplin, Mo. Ms. Golden stated her big concern beside the traffic and the children she mentioned, and the rise is the property values. Specifically, the 2629 property if you go out and look there are eight homes there are three on one side and she thought the rest on the other side of the property. All those properties have large deep lots. She does not know whether they are ½ or ¾ acre. She stated her property was a full acre. She owns one home which is 1800 square feet on one acre. Several of the neighbors there have one home on ½ acre or ¾ acre. She said she bought her property because she wanted some space, and she knows that all those homes that will be backed up to this have large deep back yards. After the tornado the people in the neighborhood that she spoke with many of them bought property from their neighbors who did not want to rebuild so they could have that extra space. She said just by comparison one home on one acre or one home on ½ acre and Schuber has a five-acre tract, and they are proposing to put 40 homes on the property. She stated it just doesn't fit. It will ruin our property values. It is her understanding that one of the properties at 2629 one of their little courtyards will butt up right beside his house with a road on the other side. She proposed to the Board that as residents would they buy a property with 6-8 homes butted up right against your house. She stated she would not because that will devalue the property. She said she went and looked at the example at 34th and Jackson across from Ronald McDonald House and they are all crammed together with just a little courtyard. She reiterated that this does not fit the neighborhood.

Mr. Jackson stated you mentioned the community meeting that was obviously not held in your neighborhood, how would you describe that information session.

Ms. Golden stated it was a come and go event. Actually, they had a second meeting over at St. Paul's because someone suggested that because not a lot of people were able to go over to Silver Creek. It was not convenient, so she went to the meeting held at St. Paul's and they were afforded the opportunity to ask questions. She said when

they said single family homes, she asked then why do you need to rezone. She believed the reasoning was because the homes are so crammed together and there are so many of them. She said she does not understand all the zoning requirements. She did not feel like she got a lot of answers other than viewing the proposed plan.

Mr. Jackson asked if they provided any pictures or details of the development, they bragged about in Centerton.

Ms. Golden stated they had a large map, and it may have been similar to what he gave you.
Mr. Jackson stated at least they figured out that St. Paul's was closer than Silver Creek.

Ms. Golden said yes, she believed that was mentioned by someone on Council.

Mr. Kimble asked if anyone wished to speak in opposition of Case 067-22.

Molly Williams, 2616 S. Oliver, Joplin, Mo. Ms. Williams stated so that property is basically right across the street from where the road would be to go back into this. She said her property is almost one acre. She stated her issues had pretty well been mentioned. She stated she has four children in her house, and she has a bigger house, it is a four bedroom and three bath but she lives on an acre with four kids. Her daughter rides her bike all the time and there are lots of children right next door that play outside all the time. She said the traffic really scares her and Oliver has become a thru street. That really happened when the Neighborhood Market came in and some other things. So, people coming from 32nd especially from the neighborhoods back over there really cut thru on Oliver. She stated there is already increased traffic that goes to fast as it is. She had heard at one of the community meetings that originally it was supposed to be 51 houses and they told her that they had to have 12′ between the houses so that is just a ton of houses that are really really close together. She said she had gone to look at their example on Jackson it looks like an apartment complex. She realized it was not shared walls, but it is all of these houses just crammed in next to each other and the rest of us are living on these big, huge lots with single family homes. She stated it just does not fit and the other thing that is very concerning was the original plan on the bigger lot where they are wanting to put the road, they also wanted to put two teeny houses facing Oliver. She feels the look of that is just crazy. You have all these nice bigger houses on these big lots and then you have two houses in a row crammed in on what is supposed to be a single-family lot. So, the look of that is just going to stick out like a sore thumb. She said she believed the property values will go down. All the other homes on the street have garages so you are going to put 40 houses back there with no garages and carports or parking lots of some sort. She stated she has teenage children, and she has four vehicles at her house because of her

teenagers. They all fit in her driveway because she has a huge lot and a huge driveway. None of her children park on the street. She believed the influx of the extra cars coming from that neighborhood will mean they will have a bunch of cars parked on Oliver Street.

Mr. Kimble asked if anyone wished to speak in opposition of Case 067-22.

Travis Smith, 2201 W. 27th St., Joplin, Mo. Mr. Smith stated that a lot of great points had been mentioned. He said at the first meeting he had asked about why access from Oliver St. He was given the same answer that was presented earlier which was they could not buy the properties on Adele to get access. He stated he mentioned 26th as well. He said just because you can not negotiate a price to purchase a lot where you originally wanted access does not mean you default back into the single-family homes on Oliver St. Mr. Smith does not feel that was a valid excuse. You just have to go negotiate on the lot on 26th St. or the lots on Adele St. if that is the case. The other issue mentioned at one point tonight and at the community meetings was that the medical school and the dental school would need additional housing for their students. He stated they did not know the answer then and he does not know the answer now, but it is not uncommon for colleges, universities or medical schools to provide housing for students. He stated he would be interested in knowing if KU planned to have some housing made available for its students. If that answer is yes, then it seemed like this is unnecessary for that purpose.

Christine Smith, 2201 W. 27th St., Joplin, Mo. Ms. Smith stated the main issue she was concerned about have been mentioned. The safety with the kids playing in the street. As it is right now it is a very busy street, and the kids love riding their bikes. This would present more of a hazard for the children. She stated the property values going down is another concern. Also, she sees this as an opportunity as a blank slate to keep Joplin beautiful and cohesive. Why not continue with single family neighborhoods rather than a jarring combination of housing options. She believed it would be more attractive to current residents and future residents.

Mr. Jackson asked Mr. Smith when the last time was, he saw a sign posted.

Mr. Smith stated you just put one up on Saturday.

Mr. Jackson said he found a sign down and broken on Saturday and he set it back up. He stated he had an extra stake in the back of his car. He said part of his concern was

that it is very deceptive to you all as property owners if they were put up in December and told about the December meeting and then it gets moved to now and there was no fresh notice other than letters given. He stated he was not trying to knock anyone in this room because it was out of his control. On Saturday alone, he had three pieces of mail in his mailbox that went to other neighbors on his block. He said the U.S. Postal Service is not the most efficient in getting those notices out to folks. He stated he guaranteed that. So, when was the last time you saw that sign which was the best way to flag something is happening on your block.

Mr. Smith stated they saw the sign placed back up on Saturday but prior to that it had been down since easily back into December. He said weather was originally what knocked it down and then it just stayed down. He stated he gets a nice visual of this while he is washing dishes because his window looked at the sign.

Mr. Kimble asked if anyone wished to speak in opposition of Case 067-22.

No further opposition.

Ms. Phillips had a question for Mr. Bolander. She was confused on the number of protests because she did not see Ms. Golden's letter in this stack or in the notebook.

Mr. Bolander stated Ms. Golden's letter came in just before the meeting and there was not time to copy it but that it was on file.

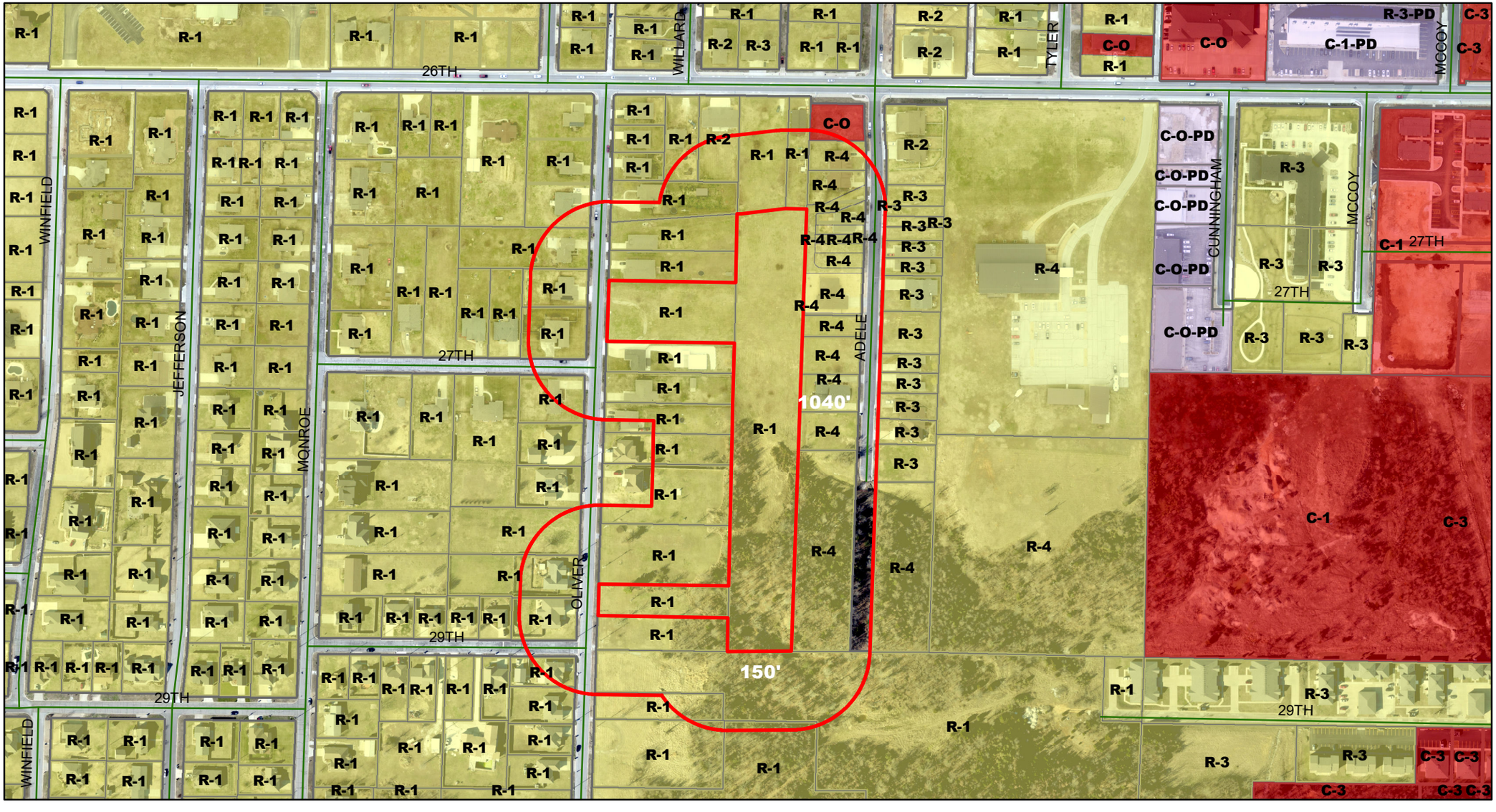
Ms. Phillips stated she usually asked the percentage of protests. She was trying to put the numbers together in person and on paper.

Mr. Bolander said we could try to get you that percentage, but the percentage applies only to City Council on the area being protested. It affects their vote, but it does not affect your vote at all. He stated right now we were at eight protest petitions and 13%.

Mr. Kimble asked if there were any other questions from the Commission on Case 067-22.

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

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



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

N

0 120 240 480 720 960 Feet

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

COUNCIL BILL NO. 2023-252 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District R-4 (Mixed-Density Neighborhood) property as described below and located at 2627 & 2629 S Oliver St, City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District R-4 (Mixed-Density Neighborhood).

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
FEBRUARY 21, 2023
MEETING MINUTES

CALL TO ORDER

The February 21, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

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

ROLL CALL

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

Absent: Kate Spencer

Motion by Mr. Cortez to excuse the absence of Ms. Spencer, second by Dr. Farnham. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1.

PRESENTATIONS

Woodsonia Update

Drew Snyder and Carson Stratman from Woodsonia presented.

Housing Revitalization Plan

Nick Edwards, City Manager presented.

Motion by Mr. Copple, second by Ms. Williams that the round 1 applicants for the incentivization housing project be reduced from a 10 - year to a 3-year period. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

<u>News from the Public Information Office</u>

Have a teen getting behind the wheel soon? Check out First Impact, a 90-minute traffic safety program that educates parents and teen drivers about Missouri's Graduated Driver's License law. The program is designed to reduce the number of motor vehicle

fatalities, injuries and accidents among teen drivers by increasing parental awareness and enforcement of Missouri's GDL law.

The City of Joplin Health Department is hosting this program on Thursday, March 2 from 6 PM to 7:30 PM at the Joplin Public Library. Registration is required. For more information contact the Health Department at 417-623-6122, ext. 1286 or find the news release on the city's website at joplinmo.org.

The Joplin Area Chamber of Commerce reported last week that Joplin has been identified as one of the nation's best locations for remote workers according to The Wall Street Journal's list "Top 10 Places for Remote Workers."

These findings were based on a national study of remote workers who identified characteristics that make a city ideal for remote work. Available data on each of these factors was gathered for metropolitan areas across the country and then compared against the weighted results of the study.

Coming in second overall, Joplin ranked in the 97th percentile for a low cost of living and currently boasts an unemployment rate of 2.35 percent %. For details and to read the article, check out the Chamber's website at Joplinbusinessoutlook.com

Medical professionals echo the call for more people to learn CPR after thousands watching a national football league game witnessed Damar Hamlin's cardiac arrest on the field and how quickly CPR was administered to assist him through the medical crisis. Doctors have stated administering CPR outside the hospital can save thousands of lives annually, but about half of Americans say they don't know how to do it.

To help those of us in the Joplin area, our Joplin Health Department offers CPR classes on a regular basis for the public. Classes are a part of the American Heart Association's training. There are two classes of CPR scheduled for Thursday, March 16 at the Joplin Public Library.

The Friends and Family® CPR will be held from 1 to 4 p.m. that day, and is a great class for new parents, grandparents, babysitters, and others. Cost is $25 per person.

AHA HeartCode® BLS Skills Checkoff will be held from 10 to 11 a.m. on March 16, and is designed for those who have already completed the online portion of the HeartCode® BLS course. This is the hands-on skills session check-off to complete the certification for HeartCode® BLS. Cost is $20 per person.

Preregistration and pre-payment are required to attend either of these classes. Participants can complete these steps by going to the Joplin Parks registration website at joplinparks.org.

Classes are listed under the Adult Programs division of this registration site. For more information, please contact the Health Department at 417-623-6122, ext. 1258.

Congratulations to Joplin's Parks and Recreation Department. At the recent Missouri Parks and Recreation Association annual conference, Jessica Johnson, Recreation Coordinator for our Parks and Rec Department received the Aquatics Section - Outstanding New Professional Award.

Jessica started working part-time for the City as a Lifeguard in 2009. She was hired as a full-time employee in 2013 and then promoted in 2015 to Recreation Coordinator. Jessica has managed numerous Aquatic and Parks programs and recently developed several new ones including the Holiday Tree Trail, Roll and Stroll, and Recreation Activity Kits. She's an instrumental part of Joplin's Parks and Recreation Department.

Another important role in Parks and Recreation is the maintenance work needed to manage the 930-plus acres of park land we have in Joplin. Staff members who work countless hours keeping our parks beautiful were also recognized at their conference, because Joplin Parks and Rec entered a team in the State's Parks and Recreation Maintenance Rodeo & Joplin took First Place in the competition!

The challenges in the rodeo included events that demonstrated the skills they use on a daily basis. Categories were: A Backpack Blower contest, a Truck and Trailer obstacle course, Skid Loading, Zero-turn Mowing and Project Assembly.

CITIZEN REQUESTS AND PETITIONS

Mary Price spoke regarding fiscal issues.

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. Shaw to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1.

Minutes of the February 6, 2023, City Council Meeting

COUNCIL BILL NO. 2023-254 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District R-2 (Two-Family Residential) property as described below and located approximately at 1027 and 1029 S. Porter Ave. The Council Bill was declared adopted and entitled **Ordinance No. 2023-022.**

COUNCIL BILL NO. 2023-255 - AN ORDINANCE providing to vacate approximately 161 feet of 25 feet-wide right-of-way of 24th St. East of S. Golf Link Rd, approximately 161 feet of 25 feet-wide right-of-way of 23rd St East of S. Golf Link Rd., and approximately 825 feet of 25 feet-wide right-of-way of S. Golf Link Rd. South of W. 22nd St., City of Joplin, Jasper County, Missouri. The Council Bill was declared adopted and entitled **Ordinance No. 2023-023.**

COUNCIL BILL NO. 2023-256 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District R-3 (Apartment House) property as described below and located approximately at 3504 W 24th St. The Council Bill was declared adopted and entitled **Ordinance No. 2023-024**.

COUNCIL BILL NO. 2023-257 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located West of S Twin Hills Dr. and South of W. Par Ln. The Council Bill was declared adopted and entitled **Ordinance No. 2023-025.**

COUNCIL BILL NO. 2023-258 - AN ORDINANCE establishing grades and accepting the Final Plat of Par Lane 2nd Addition located at property West of S Twin Hills Dr and South of W Par Ln, in the City of Joplin, Jasper County, Missouri. The Council Bill was declared adopted and entitled **Ordinance No. 2023-026**.

RESOLUTIONS

RESOLUTION NO. 2023-002

Mr. Stinnett introduced Resolution No. 2023-002- A RESOLUTION authorizing the filing of a Third Substantial Amendment to the Program Year 2019 One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2019; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Mr. DeTar that Resolution No. 2023-002 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-105

Mr. Copple introduced Council Bill No. 2023-105 - AN ORDINANCE approving a construction agreement with Jeff Asbell Excavating & Trucking, Inc. in the amount of One Million, Four Thousand, Eight Hundred Eighty-two and 53/100 Dollars ($1,004,882.53) for the East Town Infrastructure – Sanitary Sewer, Phase 2 project, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2023-002 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-027**.

COUNCIL BILL NO. 2023-602

Dr. Farnham introduced Council Bill No. 2023-602 - AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Full Time DWI Unit, Hazardous Moving Violations Enforcement, and DWI Enforcement in the amount of One Hundred Twenty-Four Thousand, and Twenty Dollars ($124,020.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Dr. Farnham, second by Mr. Cortez that Council Bill No. 2023-602 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-028.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2023-603

Mr. DeTar introduced Council Bill No. 2023-603 - AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin and the Joplin Area Chamber of Commerce to participate in a partnership with the Joplin Regional Alliance for Health Care and Health Science and approving a contribution of $80,000.00 for the purpose of pursuing an economic development plan. Motion by Mr. DeTar, second by Dr. Farnham that Council Bill No. 2023-603 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 7. Nays: 0 Absent: Spencer, 1. Abstain: Cortez, 1. The Bill was read as Council Bill No. 2023-603.

Mr. Cortez abstained from the discussion and the vote on Council Bill No. 2023-603.

SECOND AND THIRD READING

COUNCIL BILL NO. 2023-450

Dr. Farnham introduced Council Bill No. 2023-450 - AN ORDINANCE authorizing the purchase of a health vehicle for mobile medical services from TriVan Truck Body, LLC, a Washington Limited Liability Company, for the amount of One Hundred Thirty-Four Thousand Thirteen and 00/100 Dollars ($134,013.00); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing a contingency clause. Motion by Dr. Farnham, second by Mr. Copple to pass Council Bill No. 2020-450 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-029**.

UNFINISHED BUSINESS

NEW BUSINESS
Confirm Boards and Commissions Appointments

Reappointments
Capital Improvement: Ken Copeland
Capital Improvement: Fred Osborn
Capital Improvement: Jamie Booker-Norman
City Tree Board: Christian Woods
City Tree Board: Michael Luse
Joplin Historical & Mineral Museum: Kyle Denham

Motion by Mr. Stinnett, second by Mr. DeTar to approve the reappointments as presented. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1.

Appointments
ADA: Lisa Stewart
Airport: Michael King
CVB: Jina Scott
Joplin Historical & Mineral Museum: Allison Riechman-Bennett
JRC: Victor Sly
TIF: Jim West

Motion by Mr. Stinnett, second by Mr. Copple to approve the appointments as presented. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1.

Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, And To Discuss Leasing, Purchase Or Sale Of Real Estate By A Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Thereof, Pursuant To State Law; As Set Forth In Section 610.021 (1) (2) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

Mr. Copple would like to be provided more information and options on doing a rotation of audits of all departments.

Motion by Mr. DeTar, second by Mr. Cortez to adjourn into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams 8. Nays: 0 Absent: Spencer, 1.

The meeting was adjourned at 7:21 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2023-603 – An Ordinance approving a Memorandum of Understanding (MOU) by and between the City of Joplin and the Joplin Area Chamber of Commerce for purpose of pursuing the development of a strategic roadmap to advance economic development in Joplin focused on healthcare, health sciences, and associated educational assets.

MEETING DATE
February 21, 2023

ORIGINATING DEPT
Administration

ATTACHMENTS
Memorandum of Understanding
TEConomy Proposal

REVIEWED BY
Leslie Haase, Finance Director
Peter Edwards, City Attorney

SUMMARY
The Joplin Regional Alliance for Health Care and Heath Science (JRAH) is a group of stakeholders interested in pursuing economic development projects that leverage the area's significant health care and education resources. The alliance has the following members:

1. Bryan Vowels – CEO Vowels Stovern Wealth LLC
2. Jeremy Drinkwitz – President Mercy Hospital
3. Katricia Pierson – President Crowder College
4. Keenan Cortez – City Council
5. Marc Hahn – President/CEO Kansas City University
6. Paula Baker – President Freeman Health System
7. Rudy Farber – Chairman Community Bank & Trust
8. Ryan Stanley – Financial Advisor Edward Jones
9. Stephanie Brady – Executive Director Community Clinic of SWMO
10. Travis Stephens – President JACC
11. Dean Van Galen - President MSSU
12. Nick Edwards – City Manager

BACKGROUND
The JRAH has requested a public/private partnership with the goal of creating a strategic roadmap for economic development in Joplin focused on healthcare, health sciences, and associated educational assets. The JRAH solicited proposals from qualified experts to develop a strategic plan and have selected to engage "TECONOMY Partners LLC" (TEConomy) for services contained in the proposal attached to in a following exhibit. The total cost for services is $166,160.00. On behalf of the JRAH, the JACC will serve as the coordinating entity to raise funds for the procurement of services and has requested a contribution from the City in the amount of $80,000.00, with the remaining $86,160.00 to be raised from private contributions.

FUNDING SOURCE
Fiscal Year 2023 Budget – General Fund (City Manager Department)

RECOMMENDATION
City staff recommends adoption of the Council Bill on First Reading.

COUNCIL BILL NO. 2023-603 **ORDINANCE NO.**

AN ORDINANCE approving a Memorandum of Understanding (MOU) by and between the City of Joplin and the Joplin Area Chamber of Commerce to participate in a partnership with the Joplin Regional Alliance for Health Care and Health Science and approving a contribution of $80,000.00 for the purpose of pursuing an economic development plan.

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

Section 1. That the Memorandum of Understanding by and between the City of Joplin and the Joplin Area Chamber of Commerce, a true and accurate copy of said Memorandum of Understanding, attached hereto and incorporated herein by as Exhibit "A", be, and the same is, hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21th day of February 2023, by a vote of

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this ***"Agreement"***) is made and entered into effective as of the ____ day of _____, 2023 (the "***Effective Date***"), by and between City of Joplin, Missouri (the City), a Missouri municipal corporation, and the Joplin Area Chamber of Commerce (JACC).

RECITALS

A. The Joplin Regional Alliance for Health Care and Heath Science (JRAH) is a group of stakeholders interested in pursuing economic development projects that leverage the area's significant health care and education resources. The alliance has the following members:

1. Bryan Vowels – CEO Vowels Stovern Wealth LLC
2. Jeremy Drinkwitz – President Mercy Hospital
3. Katricia Pierson – President Crowder College
4. Keenan Cortez – City Council
5. Marc Hahn – President/CEO Kansas City University
6. Paula Baker – President Freeman Health System
7. Rudy Farber – Chairman Community Bank & Trust
8. Ryan Stanley – Financial Advisor Edward Jones
9. Stephanie Brady – Executive Director Community Clinic of SWMO
10. Travis Stephens – President JACC
11. Dean Van Galen - President MSSU
12. Nick Edwards – City Manager

B. The JRAH has requested a public/private partnership with the goal of creating a strategic roadmap for economic development in Joplin focused on healthcare, health sciences, and associated educational assets.

C. The JRAH solicited proposals from qualified experts to develop a strategic plan and have selected to engage "TECONOMY Partners LLC" (TEConomy) for services contained in the proposal attached to in a following exhibit. The total cost for services is $166,160.00

D. On behalf of the JRAH, the JACC will serve as the coordinating entity to raise funds for the procurement of services and has requested a contribution from the City in the amount of $80,000.00, with the remaining $86,160.00 to be raised from private contributions.

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

ARTICLE 1.

DONATION

1.1 Contribution and Use of Funds. Upon the terms, covenants and conditions herein set forth, the City agrees to contribute $80,000.00 to the JACC from the City's fiscal year 2023 budget. The funds shall be solely used for costs directly associated with scope of services as outlined in the TEConomy proposal.

1.2 Condition Precedent. The City's contribution is conditioned on the JACC completing the fundraising required for the balance of the projected cost of the TEConomy proposal, $ 86,160.00 no later than October 31, 2023. The JACC shall secure this fundraising and provide a summary of commitments (while respecting any donor wishes for anonymity) to the City. The summary will provide information including irrevocable letters of intent to gift, transfer and otherwise commit to the JACC/project. In the event The JACC is unable to complete this fundraising by this date, then the City may terminate this MOU.

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

ARTICLE 2.
REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

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

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

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

2.3.1 *JACC's Authority*. JACC is a non-profit corporation the law of the State of Missouri, and has all requisite power and authority to execute this Agreement and such other documents as may be necessary or desirable to perform its obligations hereunder; the execution and delivery thereof by the City is fully authorized by all requisite authority; and no other consents by any other party are required for the City to execute and deliver this Agreement and such other documents.

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

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

ARTICLE 3.
NOTICE

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

If to The City: City of Joplin
Attention: Nicholas Edwards
City Manager
602 S. Main
Joplin, Missouri 64801

If to JACC: Joplin Area Chamber of Commerce
Attention: Travis Stephens, President
320 E. 4th St.
Joplin, Missouri 64801

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

ARTICLE 4.
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DONOR:	**DONEE:**
CITY OF JOPLIN, MISSOURI,	**JOPLIN AREA CHAMBER OF COMMERCE**
a Missouri municipal corporation	**Non-profit, Missouri Public Institution**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

January 5, 2023

Proposal No. 202304

Bryan Vowels
Joplin Regional Alliance for Healthcare and Health Science
c/o Vowels Stovern Wealth, LLC
1821 E 4th Street
Joplin, MO 64801

Dear Bryan:

TEConomy Partners, LLC (TEConomy) is pleased to submit the enclosed proposal to assist in the development of a strategic roadmap to advance economic development in Joplin focused on healthcare, health sciences, and associated educational assets.

TEConomy proposes to conduct the services outlined in Proposal 202304 for a fixed price of $166,160 inclusive of all TEConomy expenses. We anticipate being able to complete this project within six (6) months of commencement. We propose to commence work on April 1, 2023 or thereafter.

TEConomy proposes to perform this project in accordance with the provisions of the enclosed *Technical Services Agreement*. To authorize this effort, please have an authorized representative sign and return the enclosed agreement to Deborah Cummings either electronically at cummingsd@teconomypartners.com or via hard copy to the address below.

Please direct questions of a business or contractual nature to Deborah Cummings at (614) 395-3725 or at cummingsd@teconomypartners.com. Technical questions should be directed to myself at (412) 523-6895 or at tripps@teconomypartners.com.

We look forward to the opportunity to work with you and the steering committee on this exciting and important effort.

Sincerely,

Simon Tripp
Principal and Senior Director

Enclosures

Proposal No. 202304

Developing a Strategic Roadmap for Economic Development in Joplin Focused on Healthcare, Health Sciences, and Associated Educational Assets

To:

Joplin Regional Alliance for Healthcare and Health Science

January 5, 2023

TECONOMY PARTNERS LLC

Innovating Tomorrow's Economic Landscape

Introduction

Every city, region, and state in the nation must pay attention to economic development. Domestic and global economies are highly competitive, and cities and regions must be strategic in ensuring they organize to best leverage their assets and address their challenges to sustain and advance their competitive position. Every city's economy is unique, comprising a complex ecosystem of established and emerging businesses, R&D performers, non-profit institutions, educational providers, governmental organizations, and varied community infrastructure. The level of innovation activity, access to capital, availability of sites for business development, access to skilled workers, population growth trends, connectivity to transportation assets, overall quality of life, and many other factors vary substantially from place to place and impact competitiveness. Developing a clear understanding of regional assets, and formulating a plan to leverage those assets, and offset any evident gaps, is a critical starting point for helping to ensure cities have resiliency and opportunities to thrive.

Joplin, located in southwest Missouri, has multiple assets to deploy to advance its economic future. Located at the intersection of I-44 and I-49, it is an important logistics and distribution location, and, for its size, the city has a relatively diverse industry base, with several advanced manufacturing operations and associated R&D operations. **Among Joplin's distinctive assets are two sizeable institutional clusters in healthcare and in higher education**. On the healthcare side of the equation, Joplin is home to two major hospitals – Freeman Hospital West (part of the Freeman Health System) and Mercy Hospital Joplin (part of Mercy Health System). The city is also home to Landmark Hospital of Joplin, a small specialty critical care hospital. At the intersection of healthcare and higher education, Joplin has become a location for medical education with Kansas City University-Joplin opening a medical school, part of the KCU College of Osteopathic Medicine, and a new KCU College of Dental Medicine. The relationship between KCU and Joplin's major hospitals is robust with the development of the Joplin campus (named the Farber-McIntire campus) supported by multiple community partners, including Mercy Hospital, Freeman Health System, the City of Joplin, and community philanthropic donations.

Joplin's status as a hub for higher education is also anchored by Missouri Southern State University (MSSU), a public university founded in the community in 1937. Providing, predominantly, undergraduate degrees across diverse STEM disciplines, the humanities, business studies, social sciences, and the arts, MSSU brings over 4,300 students to Joplin. MSSU is part of the intersection between "eds and meds" in Joplin with its College of Health, Life Sciences & Education providing education and training in nursing, allied health disciplines, kinesiology, and in biological sciences. Joplin is also the home to community college programs operated by Crowder College (at the Advanced Training and Technology Center), where programs are applied to pragmatic manufacturing, computing skills, and other workforce-facing needs.

Healthcare is among the largest and fastest growing sectors of the U.S. economy[1], and for Joplin, the proximity of the city to multiple states means that the healthcare sector is a partly "traded" sector – meaning it brings in business from outside of the community, expanding the local economy with "imported" dollars. Higher education, likewise, is a traded sector, serving many students who come to

[1] https://www.bls.gov/opub/ted/2020/5-out-of-20-fastest-growing-industries-from-2019-to-2029-are-in-healthcare-and-social-assistance.htm

Joplin from outside of the immediate community. As a destination for institutions of higher learning ("eds") and medical facilities ("meds"), the intersection of eds and meds is intriguing as a potential driver for further economic growth in Joplin and the surrounding region. Recognizing the opportunity, representatives of multiple major stakeholder organizations have come together to form the Joplin Regional Alliance for Healthcare and Health Science. This leadership group is seeking to have a strategic plan developed that will guide the long term growth of Joplin's healthcare and health science cluster and maximize economic development opportunities at the intersection of eds and meds. The Alliance approached TEConomy Partners, LLC (TEConomy) to discuss potential professional services in developing a strategic roadmap.

The Alliance requires a project that will take stock of the Joplin region's position and performance in healthcare and higher education and examine corresponding growth opportunities. This will inform the development of a 10+ year growth strategy for healthcare, health sciences, and associated higher education as regional economic engines. The strategic plan will be important in guiding the coordination of resources across the healthcare, higher education, and overarching economic development ecosystem in Joplin to help ensure that the city and surrounding region leverages and reinforces its strengths, addresses ecosystem gaps or weaknesses, offsets threats, and best advances its opportunities. The proposed process, outlined herein, is designed to achieve these goals, and answer several key questions:

- How is Joplin's healthcare sector and related ecosystem performing—what are the strengths upon which to build and what are the weaknesses and/or gaps that need to be addressed?
- What are the opportunities for leveraging the significant intersection between higher education institutional assets and competencies and the growth needs and opportunities in the healthcare cluster?
- Considering healthcare system and higher education institution strengths and specializations, what specific areas of healthcare (both broad and niche) and health science education stand out for Joplin as signature areas upon which to build?

Changing Healthcare and Health Science Futures

There is no doubt that healthcare and life science innovations are rapidly advancing and pushing forward the frontiers of human health. Advancements in genetics and genomics, for example, combined with rapid development of advanced analytics, including AI, are enabling disruptive new health science opportunities to develop in areas such as personalized medicine, regenerative medicine, connected IoT-enabled health monitoring, public health informatics, and multiple other opportunity spaces. COVID-19 has been a force for accelerating certain changes such as growth in telemedicine, remote management of clinical trials, and an increasing emphasis on public health. At the same time, concerns over public access to care, the rising cost of care and other market and public policy factors may result in changes to overall operating conditions in key health markets. These, and other forces of change, have the potential to reshape health science futures – potentially changing the dynamics of major industry sectors in healthcare products, the delivery of healthcare services, and health insurance markets. The accelerating pace of scientific and technological advancements, in combination with evolving market forces, make it imperative for Joplin and its stakeholders, to have a long-term strategic roadmap developed that will enable the city and region to anticipate and adapt to changes and leverage them for economic advantage.

- How do the Joplin healthcare and health science ecosystem strengths and competencies align with anticipated healthcare trends and emerging market developments?
- What disruptive technologies and emerging trends will likely impact (positively or negatively) Joplin's healthcare and associated higher education cluster, and how can Joplin adapt to, or leverage, these forces of change to its advantage?
- With healthcare being both high tech and high touch, what are the workforce needs of the cluster moving forward and how can Joplin's higher education community best be structured to meet local needs and leverage opportunities further afield?
- What are the strategic priorities and corresponding strategies and actions needed to advance Joplin's healthcare and health science economy over the next decade and beyond?

The following scope of work leverages proven quantitative and qualitative research approaches deployed by TEConomy in health, life science, and higher education cluster-based economic development planning projects across the nation. It is designed to specifically answer the above research questions and will result in the development of an actionable long-term strategic plan to guide the actions of the Alliance and its key stakeholders.

Scope of Work

TEConomy proposes to conduct a detailed assessment of Joplin's established and emerging opportunities in healthcare, health sciences, and associated higher education, to develop an actionable long-term strategic plan.

A detailed description of proposed tasks, along with the deliverables and time frame, is provided below.

Task 1: Project Initial Meetings

Senior TEConomy personnel assigned to the project will meet with Alliance leadership to initiate the project, discuss the program of work, and gather relevant recent reports, studies, key contacts, and other information useful to the project.

During this visit to Joplin, the Alliance will schedule a tour of Joplin together with familiarity-building site visits to Freeman, Mercy, MSSU, KCU, and other key asset locations.

Following the initial discussion, TEConomy will incorporate any agreed-upon amendments to the project scope and will produce a brief memo summarizing lessons learned from the familiarity tours.

Timeframe: Project week 1 or 2 for initial meeting with the Alliance and familiarity site visits.

Deliverable: Finalized scope of work and summary of key findings from familiarity tours.

Role of a Project Advisory Committee

- Guide the focus of the project to ensure we reach its objectives
- Provide input and reactions into quantitative industry, ecosystem analyses
- Help identify key industry, academic leaders, other stakeholders to interview and attend focus groups
- Offer input/guidance on strategic priorities and specific strategies, actions for Strategic Plan
- Become key champions for the project and Strategic Plan.

Task 2: Quantitative Assessment of Joplin's Competitive Position and Core Competencies in Healthcare, Health Sciences, and Associated Higher Education

TEConomy will analyze available data sources to profile of key ecosystem assets in Joplin. It is anticipated that the review will rely upon existing public and private data resources accessible by TEConomy, supplemented by institutional data to be provided by the key participating institutions[2]. Where available, information will be requested in a time series to evaluate trends. Data/information will be sought in the areas detailed on Table 1. This listing is preliminary and subject to change based on discussions with the Alliance during Task 1.

Table 1: Areas of Information and Data to Pursue in Performance of the Project

Healthcare	Higher Education	Other Assets
• Patient demand/admission trends (inpatient, ambulatory, primary care) • Zip codes of patient population • Overall case mix • Current payer mix • System employed physicians by specialty • Physicians with admitting privileges by specialty • Physician owned facilities (ambulatory surgery centers, diagnostic centers, etc.) • Physician recruitment trends • Nursing recruitment trends • Allied health recruitment trends • Current workforce by key occupation category • Critical workforce gaps • Community health assessment data • Community-based care models • Relevant public health strategies and investments • Major capital projects, recent and planned • Emerging medical technology investments, recent and planned • New or emerging clinical service areas (e.g., genomic medicine, gene therapy, etc.) • Clinical trials activities and trends* • Intellectual property generation • Value based models/Accountable Care Organizations • IT strategy • Engagement in academic/teaching programs • List of major Joplin region vendors to the hospital systems • Rating of hospitals/health providers by established third-party rating systems.	• Admissions and completions trends, overall and by department • Enrollment by majors and associated trends (expanding/contracting) • Graduate program enrollments and trends • New degree programs in development • Major capital projects, recent and planned • Regional job placement of graduates, including placements in healthcare related positions • Publications by faculty in life sciences, healthcare, and associated fields* • Intellectual property generation* • Number of faculty by field/discipline • Adjunct faculty from the healthcare and health sciences sectors • Enrollment trends in cross-cutting fields that serve both healthcare employers and other employer categories (e.g., business studies, statistics and data sciences, computational sciences, etc.).	• Regional demographics and population trends* • Current city/regional economic development strategies • State economic development programs and incentives* • State workforce development programs* • Industry/employment trends and specializations across the regional economy* • Recent significant inward investment projects • Entrepreneurial ecosystem and supporting programs.

[2] TEConomy understands that certain data may be deemed confidential and business sensitive by participating organizations. As such, due care will be taken to assure confidentiality.

Some of the above categories will constitute data requests, while others may be addressed through interview-based discussion with the respective institutions. Areas marked with an * can be assessed through TEConomy's existing subscriptions to proprietary data sources or via publicly available data.

Combined with a series of interviews with key stakeholder organizations (Task 3), the data and information resources profiled will assist in developing a robust situational assessment for the regional healthcare, health sciences, higher education, and associated economic development ecosystem.

Timeframe: Months 1 through 3
Deliverable: See Task 3

Task 3: Qualitative Assessment - Outreach to Key Stakeholders in Healthcare, Health Sciences, Higher Education, Economic Development, and Associated Sectors

TEConomy will undertake focused discussions with hospital and health system leadership and higher education leadership to further understand the current situation, emerging trends, needs, gaps, and opportunities pertaining to healthcare and health science growth. Depending on findings from Task 2, interviews may be focused on specific areas of opportunity or challenges, requiring conversations with personnel specifically engaged in these areas. TEConomy will conduct interviews as necessary to gain an in-depth understanding of institutional core competencies, capabilities, and capacities.

TEConomy will develop a structured interview guide that is anticipated to focus on the following key areas:

- Clinical specializations and comparative strengths
- Quality and patient outcomes by area
- Community health assessment data and insights
- Services experiencing increasing or decreasing demand, or anticipated to do so
- Current payer mix
- Health system financing
- Access to talent for clinical and administrative positions – including discussion of workforce and talent dynamics, including examining occupational needs and the availability of education and training programs to address these needs
- Continuing education demand and supply
- Current and planned health technology investments - including health connectivity and data exchange
- Engagement in healthcare and health sciences research
- Engagement and communications between higher education and healthcare sectors
- Competitive positioning of Joplin hospitals and providers
- Current strategies for growth and development
- Components of the broader economic development ecosystem and their ability to address needs and opportunities in the healthcare and health sciences sectors, and

- Input on potential opportunity areas for advancement, and specific action priorities for the strategy to address.

Interviews will be conducted primarily by phone or video conference. In total, it is anticipated that 30-40 people will be participants in discussions with TEConomy over the course of Task 3.

The project team will conduct a systematic review of the intelligence gathered in Tasks 2 and 3. Based on these collective inputs, a situational assessment will be conducted to identify key strengths to leverage, opportunities to pursue, and weaknesses that must be addressed across the healthcare, health science, and associated education and workforce development ecosystem through strategic interventions.

Timeframe: Months 2 and 3
Deliverable: Briefing presentation to the Alliance on situational assessment findings and associated strategic implications.

Task 4: Consideration of Long-Term Trends, Disruptive Technologies, and Other Emerging Factors Likely to Impact Healthcare and Health Sciences Development

Because the Alliance is seeking development of a strategy and action plan focused on a 10+ year time horizon, there is a distinct need to inform strategy development with consideration of emerging trends, clinical frontiers, disruptive healthcare technologies, and market changes (including potential changes in the U.S. healthcare system) that may impact development trajectories.

TEConomy has previously worked with multiple clients in examining the forces of disruptive change and disruptive technologies. Information from previous work will be informative but will need to be supplemented with consideration of forces of change likely to impact areas of comparative strength or opportunities identified for Joplin under Task 3.

Time Frame: Months 3 and 4
Deliverable: Qualitative assessment and discussion of forces of change likely to impact Joplin's healthcare and health sciences economy over the long-term.

Task 5: Identification of Strategic Recommendations and Actions to Grow Joplin's Healthcare and Health Science Economy and Associated Sectors

Tasks 2-4 will provide a set of qualitative and quantitative inputs that will provide the basis for developing a set of strategic recommendations and action steps designed to position Joplin to further grow its healthcare, health sciences, and associated higher education economic base. The plan will build on the current and emerging strengths identified and address the gaps and barriers that will need to be overcome to enhance Joplin's healthcare and health sciences and associated economic development. TEConomy will also focus on identifying ways in which health systems, providers, academe, government, and other key stakeholders can collaborate to advance healthcare sector development in Joplin.

Designed to be an actionable strategic roadmap for the Alliance, the plan will:

1. Develop a series of strategies, based on the opportunities and gaps identified, that can be further pursued to develop healthcare, health science, and associated higher education growth.

2. For each strategy identified, propose specific actions that can be taken to effect positive change. For every action proposed, the plan will include:
    a. The rationale behind how the specific action will address an opportunity or a unique problem/need identified.
    b. Activities that will need to be undertaken to solve the unique problem/need, or advance identified opportunities, and thereby affect positive change.
    c. The role and responsibilities of the various entities involved will be identified.
    d. An estimate of the general scale of resources that will be required to accomplish the action.
    e. A recommended time frame for each action detailing when certain activities should be undertaken within the context of the overall plan.
    f. Success measures will be proposed, outlining the metrics to use to understand whether the action is being achieved. For some actions, this might include key progress milestones.

Note: Typically, a long-term strategic roadmap project will coalesce around a compact number of major strategies (for example "enhance quality to increase patient attraction and retention," "align workforce supply to projected demand by occupation," "invest in shared public health informatics platforms," etc.). Numerous specific actions are then recommended and detailed under each strategy, providing a readily implemented roadmap focused on achieving stated goals.

TEConomy will prepare a report of project findings and recommended strategies and actions, together with a concise executive summary that can be used as a handout with key stakeholders as a stand-alone document. The report will outline a series of specific strategy and action recommendations that will give the Alliance a strategic roadmap for advancing further development of healthcare, health science, higher education, and associated emerging economic development opportunity areas. TEConomy will also produce a PowerPoint presentation summarizing the report's findings and recommendations and be available to present to the Alliance.

Timeframe: Months 5 and 6
Deliverable: Final strategic report and presentation.

Project Price and Timing

TEConomy proposes to conduct the services outlined, herein, for a fixed price of $166,160 inclusive of all labor, data, and travel-related costs. TEConomy anticipates being able to complete this project within six (6) months of commencement. We propose to commence work on April 1, 2023 or thereafter.

Overview of TEConomy Partners, LLC

About TEConomy Partners, LLC

TEConomy is well-positioned to assist the Alliance in this strategic planning effort. As one of the nation's leading science- and technology-based economic development consulting organizations, TEConomy is recognized as a national leader in advancing strategies across basic and translational research enhancement, technology development, new venture development, talent development, business development, and for measuring the economic impacts of health system and health science clusters and investments. Multiple state and regional life science strategic assessments, impact analyses, and roadmaps have been completed by the principals of TEConomy for a diverse set of states and regions, including, but not limited to, Arizona, Colorado, Georgia, Indiana, Iowa, Maryland, Massachusetts, Minnesota, North Carolina, Tennessee, Utah, Virginia, and Washington. TEConomy's work is frequently engaged at a sub-state level, assisting regions and communities in advancing their economic development. Recent client locations have included: Pittsburgh (PA), St. Louis (MO), Winston-Salem (NC), Dublin (OH), San Antonio (TX), Indianapolis (IN), Houston (TX), Oklahoma City (OK), and Providence (RI).

TEConomy continues the national thought-leadership on life sciences development established while a practice within the Battelle Memorial Institute, shaping an understanding of best practices and emerging issues. Since transitioning out from Battelle in 2015, TEConomy continues to work closely on major national and international reports tracking healthcare and life science industry development with BIO, PhRMA, the Coalition of State Bioscience Institutes, Research!America, and the American Society for Human Genetics. Dating back to 2004, there has been a strong partnership with the national Biotechnology Innovation Organization (BIO) to assess the "state of the states" in life sciences in each of the 50 states on a biennial basis, with the most recent report just released in late 2022. TEConomy is also a specialized provider of services to multiple healthcare and biomedical institutions, including work for the Mayo Clinic, Texas Biomedical Research Institute, Associated Medical Schools of New York, the University of Arkansas for Medical Sciences, Wake Forest Baptist Health, University of Pittsburgh Medical Center, and many others.

Beyond economic and technological analytics for life science and healthcare industry clusters, the principals of TEConomy are also actively engaged with projects focused on: the advancement of health science policies and programs across the nation as well as internationally; STEM education initiatives of U.S. biopharmaceutical companies and states, and in monitoring the footprint and economic impact of clinical trials activities and identifying strategic competitive issues facing the U.S. in biopharmaceutical development and medical innovation.

Examples of several recent TEConomy project examples relevant to the health and life sciences are shown in Figure 1.

Figure 1: Examples of Some Recent Life Sciences/Biomedical Studies Performed by TEConomy



Project Team Members

Primary personnel to be assigned to this project include:

Simon Tripp, Principal and Senior Director at TEConomy, is responsible for project team leadership in technology-based economic development, regional economic strategies, and impact assessment. Mr. Tripp has led major technology-based economic development projects in states and regions throughout the U.S. and internationally. Prior to joining Battelle and then TEConomy, Mr. Tripp served as Senior Partner of Impact Economics, LP a consultancy providing specialized economic impact and strategic planning services for government, higher education institutions and bioscience organizations. Simon founded Impact Economics in 2000, following on from his position as co-founder, President and CEO of the Pittsburgh-based research and planning company Tripp Umbach & Associates, Inc. (which he co-led

from 1991 through 2000). A native of the United Kingdom, Mr. Tripp has also held positions as Director of U.S. Operations for the British Government's West Midlands Development Agency and as Vice President of North American Business Development for the Welsh Development Agency. He received his M.A. in Geography (Regional Economics) at West Virginia University where he worked at the Regional Research Institute, and his B.A. from the University of Portsmouth in the United Kingdom.

William Higbie is a Senior Advisor to TEConomy, specializing in healthcare and life sciences fields. Mr. Higbie is a healthcare consulting leader with over 20 years' experience in strategic planning, operations improvement, and systems implementation consulting to major provider organizations in the U.S. and internationally. Key areas of expertise include: health systems strategy; program and change management; clinical services redesign/transformation; IT strategy and implementation; clinical and operational analytics, and care model design. From 2011-2016 Mr. Higbie was Managing Director and New York City Provider Practice Lead for Accenture. Prior to his New York leadership position, Mr. Higbie was Accenture's Asia Pacific Healthcare Practice Lead. He holds a Bachelor of Arts, Honors in Economics from Colgate University.

Martin Grueber, Principal and Research Director at TEConomy. He previously was a Research Leader at Battelle's Technology Partnership Practice as well as co-author of the annual Battelle/R&D Magazine Global R&D Forecast. He has 30 years' experience in science and technology-based economic development, and leads TEConomy's data, analytics, and economic impact modeling programs (including TEConomy's recent work with Cortex Innovation Community and 16-Tech). Prior to joining TEConomy and Battelle, Mr. Grueber served as Deputy Director of the Rhode Island Economic Policy Council where he managed the Slater Technology Development Fund. He also worked as a Manager with the Michigan Manufacturing Technology Center, one of the largest NIST/MEP programs, and was a project manager and principal analyst for industry and regional contract research activities of the Industrial Technology Institute. Mr. Grueber has an M.A. in Geography from Michigan State University and a B.S. in Social Science from Michigan State University.

Jonathan Dworin is a Project Manager at TEConomy and will serve in this capacity on this effort. Mr. Dworin has dedicated his career to improving economic development outcomes. With a focus on strategic planning, industry cluster development, stakeholder engagement, placemaking, and innovation and entrepreneurship programming, he brings a variety of perspectives to his work with TEConomy. Prior to joining the firm, Mr. Dworin worked with SSTI, where he conducted research on best practices in innovation-driven economic development and supported efforts at universities, federal labs, and public-private partnerships. Previously, Mr. Dworin worked in academia in partnership with McKinsey & Co. on various elements of the Minneapolis-St. Paul economic development strategic plan. He earned a Master's in Public Policy from the University of Minnesota and a Bachelor's in Social Relations and Policy from the Michigan State University.

Dylan Yetter is a Senior Research Analyst at TEConomy, specializing in research, data collection, and quantitative and qualitative analysis. Mr. Yetter performs labor market data analysis, conducts surveys, phone interviews, market research, and assists in developing SWOT (strengths, weaknesses, opportunities, and threats) analysis for a wide variety of TEConomy clients. Mr. Yetter received his M.A. in Sociology and Demography from Penn State University and a B.A. in Political Science and Sociology from the State University of New York at Fredonia.

Technical Services Agreement
Agreement Number 202304

TEConomy Partners, LLC (TEConomy) agrees to provide Joplin Regional Alliance for Healthcare and Health Science (CLIENT) technical/research services substantially in accordance with TEConomy's Proposal No. 202304 (the Project), incorporated herein by reference, under the following terms and conditions.

1. ACCEPTANCE AND COMMENCEMENT

TEConomy's Proposal may be accepted within ninety (90) days from the date of TEConomy's signature below. TEConomy will begin work on April 1, 2023 or upon receipt of this Agreement executed by CLIENT, whichever is later. The Project period is estimated as six (6) months from commencement.

2. PAYMENT

CLIENT agrees to pay TEConomy the fixed price of One Hundred Sixty-Six Thousand One Hundred Sixty Dollars and No Cents ($166,160.00), without set-off, payable within thirty (30) days of the date of invoices issued as follows:

- Fifty-Five Thousand Dollars and No Cents ($55,000.00) invoiced upon project inception.
- Fifty-Five Thousand Dollars and No Cents ($55,000.00) invoiced end of Project Month 3.
- Fifty-Six Thousand One Hundred Sixty Dollars and No Cents ($56,160.00) invoiced upon project completion.

Invoices not paid within thirty (30) days of the date of invoice shall accrue interest at the rate of two (2) percent per month (or the highest rate permissible under applicable law). It is the understanding of both parties that if payment is not received within thirty (30) days of receipt of invoice, TEConomy has the right to suspend services until payment is received.

3. NATURE OF SERVICES

Independent Contractor. CLIENT agrees that TEConomy is an independent contractor and specifically acknowledges that TEConomy is a service provider, not a manufacturer, distributor or supplier. Each party acknowledges that it is acting as an independent contractor as to the other party pursuant to this Agreement. This Agreement shall not be deemed or interpreted to make a party a partner, agent, joint venturer, employee, or legal representative of another party to this Agreement under any circumstances. As independent contractors, each party shall maintain insurance coverage's, including workers' compensation and general liability coverage's, as may be required or appropriate to insure against liability or comply with applicable laws. Each party shall also be responsible for paying for all

required taxes, wages, benefits, and fees in connection with the performance of services pursuant to this Agreement.

Performance of Services. TEConomy represents that its execution and performance of services pursuant to this Agreement: (a) will not infringe upon the intellectual property rights of any third party; (b) will not conflict with or violate any commitment, agreement, or understanding that TEConomy has or will have with any other person or entity to the extent any such conflict or violation would materially adversely impact TEConomy's ability to perform pursuant to this Agreement; and (c) will comply with all laws, regulations, and other requirements applicable to this Agreement.

Interest of Contractor. TEConomy certifies and agrees that it presently has no interest and shall not knowingly acquire any interest which would be reasonably likely to affect its judgment or adversely impact the conduct in performing its services hereunder. TEConomy further certifies and agrees that in the performance of this contract, it shall not knowingly employ any person having such interest.

Intellectual Property. Except as provided below, all rights in copyrightable works delivered to CLIENT by TEConomy on the Project shall belong to CLIENT. With respect to copyrightable works, including tables, protocols, data and other works of expression developed by TEConomy independently of this Agreement but incorporated in materials delivered to CLIENT, TEConomy shall remain the owner of these works. TEConomy hereby grants to CLIENT a non-exclusive, perpetual license to use, reproduce, modify and distribute such independent works, but only as integrated with materials delivered to CLIENT by TEConomy and not as a standalone product.

4. CONFIDENTIALITY

TEConomy agrees not to disclose the specific results of the Project as embodied in reports and correspondence transmitted to CLIENT, and not available to the public generally, without CLIENT's written consent, except as required by law.

TEConomy acknowledges that it shall have access to confidential or proprietary information ("Confidential Information") in connection with the performance of Consulting Services pursuant to this Agreement. Confidential Information includes, but is not limited to: (a) information or materials related to CLIENT operations, objectives and plans which is marked, otherwise identified or should reasonably be expected to be maintained as Confidential Information; (b) information that is legally entitled to protection as trade secret, privileged or proprietary information; (c) information that CLIENT is required to keep confidential pursuant to applicable laws, regulations or requirements; (d) information disclosed to CLIENT by third parties on a confidential basis, provided TEConomy is advised of that fact in writing; and (e) information which TEConomy independently develops without the use or aid of the Confidential Information. TEConomy agrees to use such Confidential Information only as is reasonably necessary to

perform services pursuant to this Agreement and not for its own benefit or the benefit of third parties. TEConomy shall not disclose such Information to third parties without CLIENT prior written consent. TEConomy shall promptly return all Confidential Information and any copies, excerpts or documents containing Confidential Information to CLIENT upon request or the termination of this Agreement. This section shall survive the termination of this Agreement. TEConomy may disclose Confidential Information to the extent required by applicable federal, state or local law, regulation, court order, or other legal process, provided that (i) it has given CLIENT prior written notice of such require disclosure and (ii), to the extent reasonably possible, has given CLIENT an opportunity to contest such required disclosure at CLIENT'S expense.

The term "Confidential Information" does not include information that is: generally available to the public other than as a result of a breach of this Agreement; or available from a third party on a non-confidential basis, unless that party is known to be subject to a confidentiality agreement preventing the disclosure of such information; or disclosed to third parties with CLIENT'S prior written consent. TEConomy shall not request or require that CLIENT disclose any Protected Health Information (as defined in 45 CFR 164.501) in connection with TEConomy's performance under this Agreement. If TEConomy inadvertently receives any such Protected Health Information, TEConomy shall report that disclosure and shall not further use nor disclose such Protected Health Information.

CLIENT acknowledges that nothing contained in this Agreement shall be construed as granting CLIENT any ownership or interest in, or license to, any intellectual property, trade secrets and other proprietary rights relating to or associated with the methodologies, procedures, processes, analytics, templates and techniques utilized by TEConomy in the performance of its services and operation of its business and all such items and any enhancements or improvements thereto shall remain the exclusive property of TEConomy.

5. STANDARD OF SERVICE

TEConomy warrants that it will provide its services hereunder on a commercially reasonable basis consistent with the accepted standards in the industry and the details and specifications expressly set forth in its Proposal No. 202304 (the "Warranty"). OTHER THAN THE WARRANTY, TECONOMY MAKES NO WARRANTY WITH RESPECT TO THE DELIVERABLES, AND CLIENT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY

CLIENT acknowledges and agrees that TEConomy cannot guarantee, and is not guaranteeing, any level of economic growth, revenue, receipts, business retention, development or other success. Thus, TEConomy cannot be held liable for any use, or results of any use, by the CLIENT of the information or reports generated by the services outlined herein. TEConomy is supplying analysis, economic information, and other work products that may in-full or in-part rely on data and information provided by third parties outside of TEConomy's control (such as, but not limited to, government or other publicly available statistics, CLIENT provided data, data from market research vendors or other data providers, information or opinions gathered in interviews, data contained in impact modeling systems such as IMPLAN, etc.). By signing this Agreement, CLIENT hereby covenants and agrees to indemnify and hold TEConomy harmless against and from any and all losses, damages, expenses, obligations, claims and costs, arising out of the use of the research, data, findings, information or reports provided by TEConomy under this Agreement. In the event that it is determined that the Warranty has been breached, the liability of TECONOMY and the remedies available to CLIENT will be limited to re-performing or revising the applicable portion of the deliverable or the return or credit of the portion of the fee applicable to the non-conforming aspect or portion of the project, as determined by TEConomy in its sole discretion. SUBJECT TO THE FOREGOING LIMITATIONS, TECONOMY'S LIABILITY FOR ANY OTHER CLAIM RELATING TO THIS AGREEMENT OR THE SERVICES PROVIDED BY IT TO CLIENT, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, TOR OR OTHERWISE, SHALL NOT EXCEED THE FEE PAYABLE HEREUNDER. IN ADDITION, TECONOMY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. NO ENDORSEMENT/LITIGATION

TEConomy does not undertake Projects for the purposes of litigation or to assign fault or blame and does not provide expert witness services. Therefore, CLIENT agrees not to use any Project results in any dispute, litigation, or other legal action.

8. EARLY TERMINATION

Either party shall have the right to terminate this Agreement upon thirty (30) days written notice for any good-faith basis. In the event of early termination, TEConomy agrees to provide CLIENT with all reports, materials, or other deliverable items available as of the date of the termination, provided that CLIENT is not in default of its obligations under this Agreement, including its obligation to pay all fees in full. In any event, CLIENT agrees to pay all charges incurred or committed by TEConomy, including costs of termination, within thirty (30) days of receipt of a final invoice.

9. CONTRACT PROVISIONS

a) This Agreement constitutes the entire agreement between the parties relating to its subject matter. This Agreement may only be amended in writing and must be, signed by both parties. No terms and conditions other than the terms and conditions contained herein shall be binding upon TEConomy unless accepted by it in a writing signed by it. All terms and conditions contained in any other oral or written communication which are different from or in addition to the terms and conditions herein (including those contained in any CLIENT invoice or purchase order) are hereby rejected and this document is the complete and exclusive statement of the terms.

b) Each party represents that it is a duly organized corporation, in good standing pursuant to applicable laws and regulations governing its existence. The individual who has executed this Agreement is duly empowered and authorized to enter into it as a binding obligation of that party.

c) This Agreement shall be construed in accordance with the laws and enforced within the jurisdiction of the State of Ohio and the United States of America.

d) This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party but shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

e) TEConomy may not assign or delegate this Agreement to a third party without CLIENT'S express written consent. Notwithstanding the foregoing, TEConomy shall be permitted to use subcontractors and other independent contractor consultants from time to time in performing hereunder to the extent set forth in Proposal No. 202304.

f) Neither party shall be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, civil disorders, acts of any civil or military authority, judicial action, terrorist acts, natural disasters, shortage of raw materials and strikes and other labor problems or shortages.

AUTHORIZATION:

By signing below, CLIENT agrees to the terms and conditions specified herein and is retaining TEConomy to perform the services specified in the proposal.

Please retain one copy for your records while returning one to the address listed below:

Deborah Cummings
TEConomy Partners LLC
1355 Oakview Drive
Columbus, OH 43235
Telephone: 1 (614) 395-3725
cummingsd@teconomypartners.com

Joplin Regional Alliance for Healthcare and Health Science	**TEConomy Partners, LLC**
By: _____	By: Deborah E. Cummings
Name: _____	Name: Deborah E. Cummings
Title: _____	Title: President
Date: _____	Date: January 5, 2023

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2023-003 – authorizing the filing of an application in pursuit of a Wastewater Regionalization Incentive Grant with the City of Diamond as administered by the Missouri Department of Natural Resources (MDNR)

MEETING DATE
March 6, 2023

ORIGINATING DEPARTMENT
Public Works/Engineering

ATTACHMENTS
Resolution 2023-003; Sample Resolution from MDNR; Exhibit Map

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

SUMMARY
This Resolution authorizes City staff to file an application for a Wastewater Regionalization Incentive Grant with the City of Diamond as administered by the Missouri Department of Natural Resources (MDNR).

BACKGROUND
Every year the MDNR accepts applications for Clean Water State Revolving Fund Regionalization Incentive grants. The primary focus of the grant is on incentivizing projects that would not be completed without this funding, and reducing the number of small facilities that are currently under or likely to come under enforcement action with the MDNR. This funding opportunity is intended to provide municipalities with an incentive to construct connections for small, struggling facilities who currently discharge effluent to Missouri waterways. The entities responsible for these small facilities often lack the financial and technical resources to upgrade their wastewater treatment facilities to meet more stringent limits and operate their facilities appropriately. These facilities typically serve such a small number of connections that the cost to comply with permit conditions is a significant financial challenge for the users.

The MDNR's Wastewater Regionalization Incentive Grant covers 100 percent of all eligible costs, including planning, designing, and constructing an approved sewer connection. The City of Joplin is not obligating itself to fund such a connection with Diamond, should the MDNR not award the grant. With this resolution, Council is authorizing City staff to file an application for the grant.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends approval of Resolution 2023-003 authorizing the filing of an application in pursuit of Wastewater Regionalization Incentive Grant as administered by the MDNR.

RESOLUTION NO. 2023-003

A RESOLUTION of the City of Joplin, Missouri, authorizing the filing of an application in pursuit of a Wastewater Regionalization Incentive Grant as administered by the Missouri Department of Natural Resources.

WHEREAS, the Missouri Department of Natural Resources (MDNR) administers a Clean Water State Revolving Fund Program and offers integrated management plan grants under the Missouri Clean Water Law (Chapter 644, RSMo.); and,

WHEREAS, Clean Water Regionalization Incentive Grants are intended to incentivize connections that reduce the number of small, struggling facilities through regionalization, and, thus, this grant will fund 100 percent of all eligible costs (planning, designing, and constructing the sewer connection); and,

WHEREAS, MDNR is requiring the City of Diamond to eliminate its wastewater lagoon for various reasons, the replacement cost of which would be exorbitant for residents of Diamond; and,

WHEREAS, officials from the City of Diamond have recently approached Joplin city officials to discuss jointly applying for the Regionalization Incentive grant; and,

WHEREAS, the future risk to Joplin would be minimal if connection were to be made, since risk would be managed via an intermunicipal agreement between Joplin and Diamond, which would set forth the responsibilities of both parties, including ownership, maintenance, sewer billing, etc.

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

Section 1. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized to prepare and submit documents which are necessary in applying for the Wastewater Regionalization Incentive Grant.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____ 2023, by a vote of _____

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM
FINANCIAL ASSISTANCE CENTER

RESOLUTION OF GOVERNING BODY OF APPLICANT
RESOLUTION NO. _____

(Suggested Form for Grant/Loan Applicant use)

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Clean State Revolving Fund Program for an integrated management plan grant under the Missouri Clean Water Law (Chapter 644, RSMo.).

WHEREAS pursuant to the terms of the Missouri Clean Water Law, Chapter 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the planning of specific public projects.

NOW, THEREFORE, be it resolved by THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI
(Governing body of applicant)

1. That the City Manager of the City of Joplin, or his designee, **be and he/she is hereby authorized to execute and**
(Designated official)

file an application on behalf of the City of Joplin
(Legal name of applicant)

with the State of Missouri for a loan and/or grant to aid in the planning of:

TRANSPORTING AND TREATING OF WASTEWATER FROM THE CITY OF DIAMOND BY THE CITY OF JOPLIN
(Brief project description)

2. That _____, _____
(Name of authorized official) *(Title)*

is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by statute or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting _____**of the**
(Title of officer)

_____, **does hereby certify: That the attached resolution is a**
(Legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the _____

_____**held on the** _____ **day of** _____, _____;
(*Name of the governing body of applicant)*

and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____**day of** _____, _____.

_____
(Signature of recording officer)

_____
(Title of recording officer)

SEAL (If applicant has an official seal, impress here.)

7TH ST.

RANGELINE RD.

32ND ST.

INTERSTATE 49

HWY. 59

EXISTING JOPLIN
WW COLLECTION LINES

CITY OF DIAMOND, MO

CITY OF DIAMOND WW
TREATMENT LAGOON

N

EXHIBIT
POTENTIAL DIAMOND TO JOPLIN WASTEWATER

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-107 Agreement and Work Authorization with Allgeier Martin and Associates, Inc. (AMA) for professional engineering services for the 20th Street Widening project.

MEETING DATE
March 6, 2023

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2023-107; Scoring Summary; Agreement & Work Authorization; Aerial 20th St. Map

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement and Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Two Million Nine Hundred Twenty-Six Thousand and 00/100 dollars ($2,926,000.00) for professional engineering consulting services for the 20th Street Widening project.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects included in the program was the widening of 20th Street from Schifferdecker Avenue to Country Club Drive.

Recently, the City has reached an agreement with Jasper County to extend the 20th Street Widening design further west, to near the MO/KS State Line. Jasper County has committed funds in the amount of $4 million to be used for the additional design and construction costs in excess of those included in the current CIST program.

In accordance with the City of Joplin's procurement policies, on September 17, 2022, City Staff published a Request for Qualifications for professional engineering services for the design of the 20th Street Widening, with statements of qualifications from interested consultants due on October 11, 2022. The City received three qualification statements which were reviewed and scored by a team of City staff comprised of Public Works and Planning, Development, and Neighborhood Services personnel. Jasper County was represented on the review and scoring team as well. Based on the scoring, it was determined that AMA was the best qualified to provide the requested services. Multiple scoping meetings have been held with AMA to determine the scope of work to be included in this agreement. The fees submitted by AMA have been reviewed by City staff and found to be within industry standards.

This agreement includes the preliminary engineering, design and right-of-way acquisition for the full extents of 20th Street from Schifferdecker Avenue to near the MO/KS State Line. This

agreement also includes the bidding and construction phase services for 20th Street from Schifferdecker Avenue to Central City Road. The scope of work included in this agreement is based on the funds currently available for the project.

FUNDING SOURCE

Capital Improvement Sales Tax

RECOMMENDATION

Staff recommends approval of Council Bill 2023-107, Agreement and Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Two Million Nine Hundred Twenty-Six Thousand and 00/100 dollars ($2,926,000.00) for professional engineering consulting services for the 20th Street Widening project on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow this work to commence immediately, to help ensure that ARPA grant related deadlines are met and is therefore an emergency.

COUNCIL BILL NO. 2023-107 ORDINANCE NO.

AN ORDINANCE approving an Agreement and Work Authorization with Allgeier Martin and Associates, Inc. (AMA) in the not to exceed amount of Two Million Nine Hundred Twenty-Six Thousand and 00/100 dollars ($2,926,000.00) for professional engineering consulting services for the 20th Street Widening project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Agreement with Allgeier, Martin and Associates, Inc. (AMA) in the not to exceed amount of Two Million Nine Hundred Twenty-Six Thousand and 00/100 dollars ($2,926,000.00) for professional engineering consulting services for the 20th Street Widening project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That the City hereby declares 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, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow this work to commence immediately, to help ensure that ARPA grant related deadlines are met and is therefore an emergency.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2023, by a vote of_____.

ATTEST: Douglas W. Lawson, Mayor

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

20th St. Widening Engineering Services RFQ Scoring Summary

Max Score = 100

Scorer	AMA	Olsson	Crafton/Tull
1	95	92	89
2	89	88	83
3	93	95	86
4	99	97	92
Total	94	93	87.5

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. Robert Beachner CAPITAL IMPROVEMENTS PROJECT MANAGER		Attention: Mr. Kurt Higgins, P.E. SR. VICE PRESIDENT	
Department: Public Works		Phone: 417-680-7370	Fax: 417-680-7300
Phone: 417-624-0820, ex 543	Fax:	2023 WEST 20TH STREET WIDENING: Allgeier Martin	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT made and entered into this __ day of March 2023, by the parties identified above.

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a project identified on future Work Authorizations to this Agreement.

WHEREAS the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. Services. The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

2. 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* of any executed Work Authorization.

3. Payment. The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. Exchange of Data. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. Personnel. The Engineer represents that Engineer will secure at Engineer's own expense; all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. Termination of Contract.

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. Conflicts. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. Assignment. The Engineer 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 Engineer 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. 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, though City will attempt to so notify any such assignee.

9. Confidentiality of Documents. Any reports, data, design, or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. Discrimination. The Engineer 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, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. Occupational License: The Engineer 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 Engineer.

No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

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

13. 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 Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

a. If the Engineer 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 351.572 RSMo.

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.

15. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. City Benefits. The Engineer 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.

17. Liability and Indemnity. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

c. In no event shall the City be liable to the Engineer 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.

18. Ownership of Documents. All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this

Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. 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 Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

20. 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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. 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.

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

REVIEWED FOR APPROVAL

___Mr. Robert Beachner, Capital Improvements Project Manager_
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: ___Kurt Higgins _____

Title: ____Sr. Vice President _____

Date: ____02/16/2023_____

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

Date: _____

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. Robert Beachner CAPITAL IMPROVEMENTS PROJECT MANAGER		Attention: Mr. Kurt Higgins, P.E. SR. VICE PRESIDENT	
Department: Public Works		Phone: 417-680-7370	Fax: 417-680-7300
Phone: 417-624-0820, ex 543	Fax:	2023 WEST 20TH STREET WIDENING: Allgeier Martin	

WORK AUTHORIZATION NUMBER ___AMA-TC0611/TC0612 20th Street Widening-023-001_
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number _AMA-TC0611/TC0612 20th Street Widening-023-001_ exceed the sum of __Two Million and Nine Hundred and Twenty-Six Thousand_ Dollars ($_2,926,000)

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

hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

__Mr. Robert Beachner__ CAPITAL IMPROVEMENTS PROJECT MANAGER
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: _Kurt Higgins_____

Title: ___Sr. Vice President _____

Date: ___02/16/2023_____

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

Date: _____

Project Name/Description 2023 West 20th Street Widening from Schifferdecker to State Line
Consultant Allgeier, Martin and Assoc., Inc.
Work Authorization No. AMA-TC0611/TC0612 20th Street Widening-023-001

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
   (environmental assessments are not included in basic services)

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

Each invoice must have a cover sheet which summarizes the contract's overall status, showing the following content:

- *original amount; net additions; revised total contract amount; previously invoiced amount; current payment due; balance to finish;*
- *Engineer may choose to utilize the City's or the AIA's Certification for Payment document, or similar approved document.*

Within the pages of the invoice, the Engineer must also include the following information, grouped by project phase or task:

- *For each Staff: name, along with hours worked by date*
- *Sub-totals, as appropriate*

2. ~~Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.~~

A1.02 Preliminary Design Phase - (30 percent plans)

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey
All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements
Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation
Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes. (City responsible for billing and collecting from contractor)

F. Existing United States Public Land Survey System Corners
All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05 Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase (Bidding and construction shall only include the section from Schifferdecker to Central City Rd.)

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 Construction Phase (Construction shall only include the section from Schifferdecker to Central City Rd.)

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. ~~*Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth~~ (RPR services are not included in the basic services fee, but can be added at a later date for additional fee.)

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the

Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility

for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information

given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

    a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

    a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner,

based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
(Owner responsible for notifying and setting up site visit date)

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing."

Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

d) Contractor certification and city recommendation:

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or

advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

A2.02 Additional Services Approved with this Engineering Services Agreement

A. Right-of-Way/Easement Acquisition

1. Using the appraisals, and right-of-way documents, check and update the documents to reflect the current property owners and their addresses.
2. Set up and maintain right of way acquisition file for each parcel.
3. Meet with property owners to attempt negotiations for properties. Send appropriate notices to property owners as required by funding source and city policy.
4. Send appropriate notices to property owners as required by funding source and city policy.
5. Send certified letter of offer to each property owner.
6. Contact owners and arrange on site or office meetings to review project or compensation details.
7. Prepare a detailed Negotiation's Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.
8. Review counter offers, special requests or conditions with project manager.
9. Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.
10. Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.
11. Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.
12. 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.
13. 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.
14. The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

B. Storm water studies to determine if road widening will have a significant impact to properties located downstream and recommendations on mitigating impact

C. Geotechnical Report of existing pavement and sub-grades

D. Appraisal services for parcels needing right-of-way/easments. These services will be sucontracted. Review appraisal services are not included, if needed.

E. As-built survey of road and storm water structures and provide file to City in format compatible with their GIS system.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2023-2025"; with a total compensation ceiling of $2,926,000 as set forth in Work Authorization Number AMA-TC0611/TC0612 20th Street Widening-023-001 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Conceptual Phase	$423,625
Preliminary Design Phase- 30%	$454,460
Geotechnical Report	$25,000
Preliminary Design Phase- 60%	$347,360
Appraisal Services (does not include Review Appraisals, if needed)	$340,800
Right of Way Acquisition Services	$222,720
Storm Water Impact Study & Mitigation	$198,035
Final Design Phase	$398,000
Bidding Phase (Schifferdecker to Central City Rd.)	$44,000
Construction Phase Engineering Services (Schifferdecker to Central City Rd.)	$398,000
As-Built Survey for GIS	$30,000
Post-Construction Phase	$44,000
Total Estimated Maximum Fee – All Services	$2,926,000

(Distribution of compensation between individual tasks indicated in Section 3.1 may be altered as necessary to be consistent with services actually rendered but shall not exceed the total estimated compensation amount for the project unless approved in writing by the OWNER.)

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

5. PERIOD OF SERVICE

Services are anticipated to begin in April, 2023, and bidding by October, 2024, and construction completed by March, 2026.

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

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

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

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NON-LABOR RATES

Item	Rate
Travel	$0.62 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2



20th Street Widening

N



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-115; Memorandum of Understanding with the City of Webb City, Missouri, for the Zora Street Improvement Project from Rangeline to MO-249.

MEETING DATE
March 6, 2023

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2023-115; Exhibit A-MOU

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

SUMMARY
This Council Bill authorizes the City of Joplin to enter into a Memorandum of Understanding with the City of Webb City, Missouri; relating to the Zora Street Improvement Project, Rangeline to MO-249.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional ten years. One of the projects included in the program was the widening of Zora Street from Rangeline Road to MO-249. Portions of the project are located within the city limits of Webb City. In such situations, the attached Memorandum will define the responsibilities of both cities as they relate to the project.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends the approval of Council Bill 2023-115; Memorandum of Understanding with the City of Webb City, Missouri**;** on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will prevent delays in acquiring easements and right of way for road construction and is therefore an emergency.

COUNCIL BILL NO. 2023-115 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Memorandum of Understanding with the City of Webb City, Missouri, for the purpose of street construction improvements associated with the Zora Widening from Rangeline to MO-249 Project; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the proposed Zora Widening from Rangeline to MO-249 Project was included in the 2014 renewal of the Capital Improvement Sales Tax Program; and,

WHEREAS, the proposed Zora Widening from Rangeline to MO-249 Project was included in the FY22 and FY23 budgets; and,

WHEREAS, portions of the proposed Zora Widening from Rangeline to MO-249 Project are situated in the City of Webb City, Jasper County, Missouri; and

WHEREAS, the City of Joplin, Missouri, and the City of Webb City, Missouri, desire to enter into a memorandum of understanding in order to define their respective responsibilities concerning the proposed Zora Widening from Rangeline to MO-249 Project.

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

Section 1. That the Memorandum of Understanding with the City of Webb City, Missouri, for the purpose of street construction improvements associated with the Zora Widening from Rangeline to MO-249 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, is hereby authorized and directed to execute said Agreement on behalf of the City of Joplin.

Section 3. That the City hereby declares this Ordinance, being an ordinance relating to any public improvement, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Memorandum of Understanding

This Agreement entered into this _____ day of _____, 2015, by and between The City of Webb City, Missouri (hereinafter "Webb City") and the City of Joplin, Missouri (hereinafter "Joplin"), 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 improvement of Zora from Range Line to MO-249, which extends outside of the existing corporate limits of Joplin.

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 Webb City is a political subdivision in the form of a city of the third class existing under Missouri law;

2. That 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 right-of-way for and the construction of roads, streets, and highways are within the scope of the powers granted to Cities;

5. That RSMo. § 71.340 allows all cities within the State of Missouri to expend certain sums of money from the general revenue of the city on the construction, repair, or improvement of any public road leading to or from any such so long as all portions of such road upon which city revenues spent is within five (5) miles of the corporate limits of the City in question.

6. That the proposed expansion of road would benefit the citizens of both Cities.

III. Responsibilities of Joplin. Joplin shall have the following duties and responsibilities with respect to the expansion of the road:

1. To incur all costs of improvements, including but not limited to the cost of right-of-way acquisition, engineering, road construction, and road maintenance, except to the extent that Webb City 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 Webb City on key issues throughout the project and discuss any possible condemnation prior to taking action.

3. To reimburse Webb City for any sums which it expends on the project except for those voluntary payments, if any, which Webb City 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 road improvement limits.

IV. Responsibilities of Webb City. Webb City shall have the following duties and responsibilities with respect to the proposed road improvements:

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

2. To proceed with condemnation in the name of Webb City as requested by Joplin in order to acquire any right-of-way within the designated corridor which Joplin is not otherwise able to acquire. Webb City shall appoint the Joplin City Attorney as Special City Attorney for the purpose of pursuing any condemnation action in the name of Webb City. The parties acknowledge that Joplin 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 Joplin shall bear all costs of such condemnation that approval from Joplin shall be required to approve all expenditures for such condemnation. Parties further acknowledge that all property and easements acquired in the name of Webb City will after acquisition be deeded by Webb City to Joplin without any further costs to Joplin 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 Webb City from time to time deem possible given all other factors affecting Webb City finances. Anything contained within the foregoing notwithstanding, Webb City 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 City Council of Webb City deems such to be reasonable, necessary and possible.

4. To cooperate in any other respect as Webb City 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 CITY OF WEBB CITY

BY: _____

By: John Biggs, Mayor
City of Webb City, Mo

Date: July 28, 2015

FOR THE CITY OF JOPLIN

BY: _____
Nicholas Edwards
City Manager
City of Joplin

ATTEST: _____
Holly Nagy
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-116 Acquisition by Condemnation Proceedings for the Zora Street Improvement Project Rangeline to MO-249

MEETING DATE
March 6, 2023

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2023-116
Exhibit Drawing

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

SUMMARY
This Council Bill approves an ordinance declaring a public necessity for the acquisition of real property and easements from Holldan, Inc., by condemnation proceedings for the Zora Street Improvement Project Rangeline to MO-249.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional ten years. One of the projects included in the program was the widening of Zora Street from Rangeline Road to MO-249. Phase I of the project is the construction of a new intersection at Zora Street and Duquesne Road.

Currently the City has been unable to reach an agreement with Holldan, Inc., for the purchase of 16,267 Sq. Ft. of right of way and 2,026 Sq. Ft. of temporary construction easement. The property owner was offered $33,535.00, the fair market value as determined by professional appraisal.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of Council Bill 2023-116 Acquisition by Condemnation Proceedings for the Zora Street Improvement Project Rangeline to MO-249 be approved on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow right of way acquisition to be finalized, allowing construction to begin as scheduled, avoiding any unnecessary delays to the construction schedule, and is therefore an emergency.

COUNCIL BILL NO. 2023-116 ORDINANCE NO.

AN ORDINANCE declaring the necessity of acquiring for public use certain fee simple right of way and easements for the purpose of street construction improvements associated with the Zora Widening from Rangeline to MO-249 Project; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause.

WHEREAS, the City Council for the City of Joplin, Missouri deems it necessary, desirable, advisable, and in the public interest to obtain certain fee simple right of way and easements for the purpose of street construction improvements associated with the Zora Widening from Rangeline to MO-249; and,

WHEREAS, the proposed Zora Widening from Rangeline to MO-249 Project was included in the 2014 renewal of the Capital Improvement Sales Tax Program; and,

WHEREAS, the proposed Zora Widening from Rangeline to MO-249 was included in the FY22 and FY23 budgets; and,

WHEREAS, after approval of the FY22 and FY23 budgets, the City Manager and his designees had authority to negotiate and acquire by purchase certain interests in property necessary for the construction of the Zora Widening from Rangeline to MO-249 Project; and,

WHEREAS, the City has the authority by virtue of Sections 88.010 to 88.070, 88.073, and 82.240 of the Revised Statutes of the State of Missouri, and by virtue of the Charter of the City of Joplin, Missouri, to acquire private property by condemnation proceedings for any public or municipal use, including uses or purposes stated herein.

WHEREAS, the property described herein is situated in the City of Webb City, Jasper County, Missouri; and

WHEREAS, the Board of Aldermen for the City of Webb City, Missouri, has deemed it necessary, desirable, advisable, and in the public interest to obtain certain fee simple right of way and easements for the purpose of street construction improvements associated with the Zora Widening from Rangeline to MO-249; and,

WHEREAS, the City of Webb City, Missouri, has the authority by virtue of Sections 88.010 to 88.070, 88.073, and 82.240 of the Revised Statutes of the State of Missouri, to acquire private property by condemnation proceedings for any public or municipal use, including uses or purposes stated herein; and

WHEREAS, the City of Webb City, Missouri, has authorized the City of Joplin, Missouri, to exercise said power for the Zora Widening from Rangeline to MO-249 Project by intergovernmental memorandum of understanding pursuant to Resolution 15-1006.

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

Section 1. That it is hereby found, determined, and declared that it is necessary and in the public interest for the public purpose of constructing intersection improvements at Zora Street and Duquesne Road, to acquire, by purchase or condemnation proceedings, certain fee simple right of way and easements for such public improvements, including but not limited to construction of new roadway, sidewalks, installation, maintenance, and repair of public storm sewer lines, and all work incidental and subsidiary thereto, all of which are situated in the City of Webb City, Jasper County, Missouri, and are legally described in Exhibit "A" attached hereto and incorporated by reference as if fully set forth herein.

Section 2. That the City Manager and his designees have negotiated in good faith with the owners of property herein described for the purpose of acquiring certain fee simple right of way and easements, relating to the property herein described, and are hereby authorized to continue negotiations notwithstanding the filing of condemnation proceedings.

Section 3. That the City Manager and his designees are hereby authorized to execute necessary documents to pay and disburse funds to property owners, others holding property rights, and escrow agents pursuant to negotiated agreements.

Section 4. That, in the event of failure, following good faith negotiations, to reach agreement on the amount of compensation to be paid for such fee simple right of way and easements, and the acquisition thereof by purchase, the City Attorney and his designees, including special counsel, are hereby authorized and directed to institute condemnation proceedings for the purpose of acquiring such fee simple right of way and easements in the manner provided by the Revised Statutes of Missouri.

Section 5. That the City of Joplin declares that this Ordinance relating to public improvements, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2023, by a vote of_____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

EXHIBIT A

RIGHT OF WAY

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT RECORDED IN BOOK 2275, PAGE 930 IN THE JASPER COUNTY, MISSOURI RECORDERS OFFICE:

ALL OF A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A MONUMENT FOUND AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 28, RANGE 32, JASPER COUNTY, MISSOURI; THENCE NORTH 2 DEGREES 01 MINUTE 17 SECONDS EAST ALONG THE EAST LINE OF SECTION 30, 455.00 FEET; THENCE NORTH 88 DEGREES 01 ,MINUTES 39 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SECTION 30, 365.00 FEET; THENCE SOUTH 2 DEGREES 01 MINUTE 16 SECONDS WEST
455.00 FEET TO THE SOUTH LINE OF SECTION 30; THENCE SOUTH 88 DEGREES 01 MINUTE 43 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 365.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED OR ROAD RIGHT- OF-WAY PURPOSES.

SAID RIGHT-OF-WAY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30,
THENCE N02°00’53”E ALONG THE EAST LINE OF SAID SECTION 30, 31.23 FEET; THENCE N88°03’26”W, 41.22 FEET TO THE POINT OF BEGINNING;
THENCE N88°03'26"W, 325.01 FEET; THENCE
N02°00'39"E, 3.18 FEET; THENCE
N76°19'17"E, 279.73 FEET;
THENCE N61°59'23"E, 64.33 FEET TO THE WEST RIGHT-OF-WAY LINE OF HALL STREET; THENCE S02°00'39"W ALONG SAID WEST RIGHT-OF-WAY, 110.63 FEET TO THE POINT OF BEGINNING;
CONTAINING 16,267 SQUARE FEET MORE OR LESS.

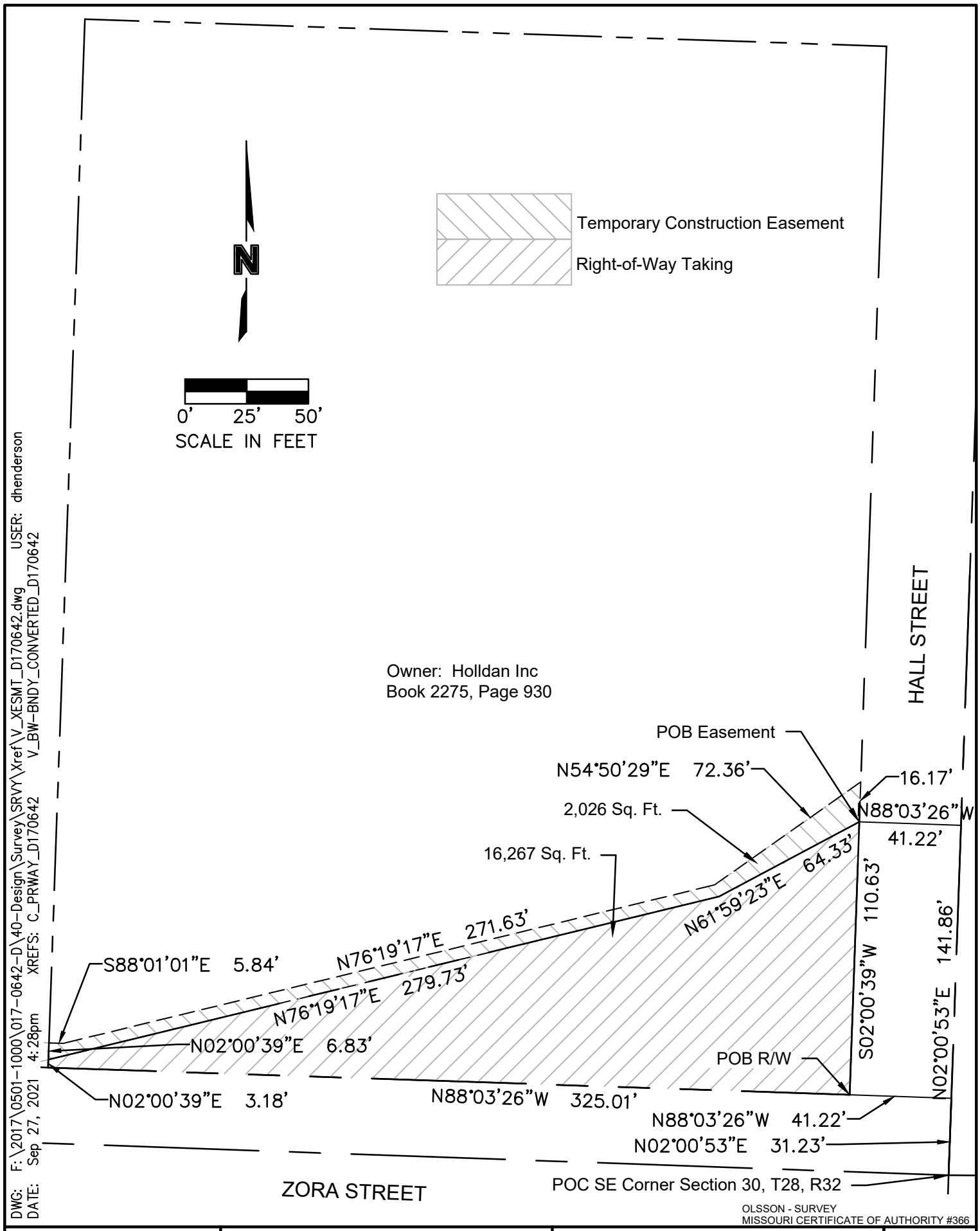
TEMPORARY CONSTRUCTION EASEMENT

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT RECORDED IN BOOK 2275, PAGE 930 IN THE JASPER COUNTY, MISSOURI RECORDERS OFFICE:

ALL OF A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A MONUMENT FOUND AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 28, RANGE 32, JASPER COUNTY, MISSOURI; THENCE NORTH 2 DEGREES 01 MINUTE 17 SECONDS EAST ALONG THE EAST LINE OF SECTION 30, 455.00 FEET; THENCE NORTH 88 DEGREES 01 ,MINUTES 39 SECONDS WEST PARALLEL TO THE SOUTH LINE OF SECTION 30, 365.00 FEET; THENCE SOUTH 2 DEGREES 01 MINUTE 16 SECONDS WEST
455.00 FEET TO THE SOUTH LINE OF SECTION 30; THENCE SOUTH 88 DEGREES 01 MINUTE 43 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 365.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED OR ROAD RIGHT- OF-WAY PURPOSES.

SAID EASEMENT DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 30,
THENCE N02°00’53”E ALONG THE EAST LINE OF SAID SECTION 30, 141.86 FEET; THENCE N88°03’26”W, 41.22 FEET TO THE POINT OF BEGINNING;
THENCE S61°59'23"W, 64.33 FEET; THENCE
S76°19'17"W, 279.73 FEET; THENCE
N02°00'39"E, 6.83 FEET; THENCE S88°01'01"E,
5.84 FEET; THENCE N76°19'17"E, 271.63
FEET; THENCE N54°50'29"E, 72.36 FEET;
THENCE S02°00'39"W, 16.17 FEET.

CONTAINING 2026 SQUARE FEET MORE OR LESS.



DWG: F:\2017\0501-1000\017-0642-D\40-Design\Survey\SRVY\Xref\V_XESMT_D170642.dwg USER: dhenderson
DATE: Sep 27, 2021 4:28pm XREFS: C_PRWAY_D170642 V_BW-BNDY_CONVERTED_D170642

OLSSON - SURVEY
MISSOURI CERTIFICATE OF AUTHORITY #366

PROJECT NO: D17-0642	HOLLDAN INC. R/W & EASEMENT	olsson	EXHIBIT
DRAWN BY: DVH		702 S. Main Street Joplin, MO 64801 TEL 417.781.0643	B
DATE: 09.20.2021			

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-117 Acquisition by Condemnation Proceedings for the Zora Street Improvement Project Rangeline to MO-249

MEETING DATE
March 6, 2023

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2023-117
Exhibit Drawing

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

SUMMARY
This Council Bill approves an ordinance declaring a public necessity for the acquisition of real property and easements from Lawver Investments, LLC, by condemnation proceedings for the Zora Street Improvement Project Rangeline to MO-249.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional ten years. One of the projects included in the program was the widening of Zora Street from Rangeline Road to MO-249. Phase I of the project is the construction of a new intersection at Zora Street and Duquesne Road.

Currently the City has been unable to reach an agreement with Lawver Investments, LLC, for the purchase of 14,415 Sq. Ft. of right of way, 462 Sq. Ft. of drainage easement, 10,159 Sq. Ft. of temporary construction easement, and 100 Sq. Ft. of communications easement. The property owner was offered $148,170.00, the fair market value as determined by professional appraisal.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of Council Bill 2023-117 Acquisition by Condemnation Proceedings for the Zora Street Improvement Project Rangeline to MO-249 be approved on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow right of way acquisition to be finalized, allowing construction to begin as scheduled, avoiding any unnecessary delays to the construction schedule, and is therefore an emergency.

COUNCIL BILL NO. 2023-117 ORDINANCE NO.

AN ORDINANCE declaring the necessity of acquiring for public use certain fee simple right of way and easements for the purpose of street construction improvements associated with the Zora Widening from Rangeline to MO-249 Project; authorizing the City Manager and his designees to negotiate for the purpose of acquiring the necessary interests in land; authorizing the City Attorney and his designees to institute condemnation proceedings if such interests in land cannot be acquired by purchase through good faith negotiations; and containing an emergency clause.

WHEREAS, the City Council for the City of Joplin, Missouri, deems it necessary, desirable, advisable, and in the public interest to obtain certain fee simple right of way and easements for the purpose of street construction improvements associated with the Zora Widening from Rangeline to MO-249; and,

WHEREAS, the proposed Zora Widening from Rangeline to MO-249 Project was included in the 2014 renewal of the Capital Improvement Sales Tax Program; and,

WHEREAS, the proposed Zora Widening from Rangeline to MO-249 was included in the FY22 and FY23 budgets; and,

WHEREAS, after approval of the FY22 and FY23 budgets, the City Manager and his designees had authority to negotiate and acquire by purchase certain interests in property necessary for the construction of the Zora Widening from Rangeline to MO-249 Project; and,

WHEREAS, the City has the authority by virtue of Sections 88.010 to 88.070, 88.073, and 82.240 of the Revised Statutes of the State of Missouri, and by virtue of the Charter of the City of Joplin, Missouri, to acquire private property by condemnation proceedings for any public or municipal use, including uses or purposes stated herein; and

WHEREAS, the property described herein is situated in the City of Webb City, Jasper County, Missouri; and

WHEREAS, the Board of Aldermen for the City of Webb City, Missouri, has deemed it necessary, desirable, advisable, and in the public interest to obtain certain fee simple right of way and easements for the purpose of street construction improvements associated with the Zora Widening from Rangeline to MO-249; and,

WHEREAS, the City of Webb City, Missouri, has the authority by virtue of Sections 88.010 to 88.070, 88.073, and 82.240 of the Revised Statutes of the State of Missouri, to acquire private property by condemnation proceedings for any public or municipal use, including uses or purposes stated herein; and

WHEREAS, the City of Webb City, Missouri, has authorized the City of Joplin, Missouri, to exercise said power for the Zora Widening from Rangeline to MO-249 Project by intergovernmental memorandum of understanding pursuant to Resolution 15-1006.

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

Section 1. That it is hereby found, determined, and declared that it is necessary and in the public interest for the public purpose of constructing intersection improvements at Zora Street and Duquesne Road, to acquire, by purchase or condemnation proceedings, certain fee simple right of way and easements for such public improvements, including but not limited to construction of new roadway, sidewalks, installation, maintenance, and repair of public storm sewer lines, and all work incidental and subsidiary thereto, all of which are situated in the City of Webb City, Jasper County, Missouri, and are legally described in Exhibit "A" attached hereto and incorporated by reference as if fully set forth herein.

Section 2. That the City Manager and his designees have negotiated in good faith with the owners of property herein described for the purpose of acquiring certain fee simple right of way and easements, relating to the property herein described, and are hereby authorized to continue negotiations notwithstanding the filing of condemnation proceedings.

Section 3. That the City Manager and his designees are hereby authorized to execute necessary documents to pay and disburse funds to property owners, others holding property rights, and escrow agents pursuant to negotiated agreements.

Section 4. That, in the event of failure, following good faith negotiations, to reach agreement on the amount of compensation to be paid for such fee simple right of way and easements, and the acquisition thereof by purchase, the City Attorney and his designees, including special counsel, are hereby authorized and directed to institute condemnation proceedings for the purpose of acquiring such fee simple right of way and easements in the manner provided by the Revised Statutes of Missouri.

Section 5. That the City of Joplin declares that this Ordinance relating to public improvements, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2023, by a vote of_____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

EXHIBIT A

RIGHT OF WAY

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT RECORDED IN BOOK 2262, PAGE 1487 IN THE JASPER COUNTY, MISSOURI RECORDERS OFFICE:
ALL OF A TRACT OF LAND DESCRIBED AS FOLLOWS:
ALL OF THE WEST 630.00 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 28, RANGE 32, IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI.
SAID RIGHT-OF-WAY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29,
THENCE N02°00'53"E ALONG THE WEST LINE OF SAID SECTION 29, 26.45 FEET; THENCE S89°18'38"E, 28.85 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OFWAY LINE OF ZORA STREET AND THE EAST RIGHT-OF-WAY LINE OF HALL STREET
AND THE POINT OF BEGINNING; THENCE N02°00'31"E ALONG SAID EAST RIGHT-OF-WAY LINE, 258.61 FEET; THENCE S07°49'17"E, 71.01 FEET; THENCE S26°42'18"E, 171.22 FEET; THENCE S74°15'48"E, 139.81 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE N89°18'38"W ALONG SAID NORTH RIGHT-OF-WAY LINE, 230.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 14415 SQUARE FEET MORE OR LESS.

DRAINAGE EASEMENT

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT RECORDED IN BOOK 2262, PAGE 1487 IN THE JASPER COUNTY, MISSOURI RECORDERS OFFICE:
ALL OF A TRACT OF LAND DESCRIBED AS FOLLOWS:
ALL OF THE WEST 630.00 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 28, RANGE 32, IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI.
SAID EASEMENT DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29, THENCE N02°00'53"E ALONG THE WEST LINE OF SAID SECTION 29, 26.45 FEET; THENCE S89°18'38"E, 28.85 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF WAY LINE OF ZORA STREET AND THE EAST RIGHT-OF-WAY LINE OF HALL STREET.THENCE N02°00'31"E ALONG SAID EAST RIGHT-OF-WAY LINE, 258.61 FEET; THENCE S07°49'17"E, 42.09 FEET TO THE POINT OF BEGINNING; THENCE N82°13'49"E, 15.94 FEET; THENCE S07°49'17"E, 20.00 FEET; THENCE S82°13'49"W, 15.94 FEET; THENCE N07°49'17"W, 20.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 319 SQUARE FEET MORE OR LESS.

AND, ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT RECORDED IN BOOK 2262, PAGE 1487 IN THE JASPER COUNTY, MISSOURI RECORDERS OFFICE:
ALL OF A TRACT OF LAND DESCRIBED AS FOLLOWS:
ALL OF THE WEST 630.00 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 28, RANGE 32, IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI.
SAID EASEMENT DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29; THENCE N02°00'53"E ALONG THE WEST LINE OF SAID SECTION 29, 26.45 FEET; THENCE S89°18'38"E ALONG THE NORTH RIGHT-OF-WAY OF ZORA STREET, 623.26 FEET TO THE POINT OF BEGINNING; THENCE N00°41'22"E, 25.01 FEET; THENCE S89°23'04"E, 5.99 FEET; THENCE S02°00'45"W, 25.03 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE N89°18'38"W ALONG SAID RIGHT-OF-WAY LINE, 5.42 FEET TO THE PONT OF BEGINNING.
CONTAINING 143 SQUARE FEET MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT (WEST)

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT RECORDED IN BOOK 2262, PAGE 1487 IN THE JASPER COUNTY, MISSOURI RECORDERS OFFICE:
ALL OF A TRACT OF LAND DESCRIBED AS FOLLOWS:

ALL OF THE WEST 630.00 FEET OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 28, RANGE 32, IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI.
SAID EASEMENT DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29,
THENCE N02°00'53"E ALONG THE WEST LINE OF SAID SECTION 29, 26.45 FEET; THENCE S89°18'38"E, 28.85 FEET TO THE INTERSECTION OF THE NORTH RIGHT-OF- WAY LINE OF ZORA STREET AND THE EAST RIGHT-OF-WAY LINE OF HALL STREET THENCE N02°00'31"E ALONG SAID EAST RIGHT-OF-WAY LINE, 258.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY N02°00'31"E, 46.33 FEET; THENCE S89°24'50"E, 19.74 FEET; THENCE S00°36'40"E, 53.51 FEET; THENCE S24°35'02"E, 244.84 FEET; THENCE S77°52'10"E, 151.18 FEET; THENCE N89°18'38"W, 50.41 FEET; THENCE N74°15'48"W, 139.81 FEET; THENCE N26°42'18"W,
171.22 FEET; THENCE N07°49'17"W, 8.92 FEET; THENCE N82°13'49"E, 15.94 FEET; THENCE N07°49'17"W, 20.00 FEET; THENCE S82°13'49W, 15.94 FEET; THENCE N07°49'17"W, 42.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 9938 SQUARE FEET MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT (EAST)

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT RECORDED IN BOOK 2262, PAGE 1487 IN THE JASPER COUNTY, MISSOURI RECORDERS OFFICE:
ALL OF A TRACT OF LAND DESCRIBED AS FOLLOWS:
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SAID EASEMENT DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29;
THENCE N02°00'53"E ALONG THE WEST LINE OF SAID SECTION 29, 26.45 FEET; THENCE S89°18'38"E ALONG THE NORTH RIGHT-OF-WAY OF ZORA STREET, 618.45 FEET TO THE POINT OF BEGINNING; THENCE N01°29'04"E, 35.00 FEET; THENCE S89°23'25"E, 10.55 FEET; THENCE S02°00'45"W, 9.99 FEET; THENCE N89°23'04"W, 5.99 FEET; THENCE S00°41'22"W, 25.01 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE N89°18'38"WALONG SAID RIGHT-OF-WAY LINE, 4.81 FEET TO THE PONT OF BEGINNING.

CONTAINING 221 SQUARE FEET MORE OR LESS.

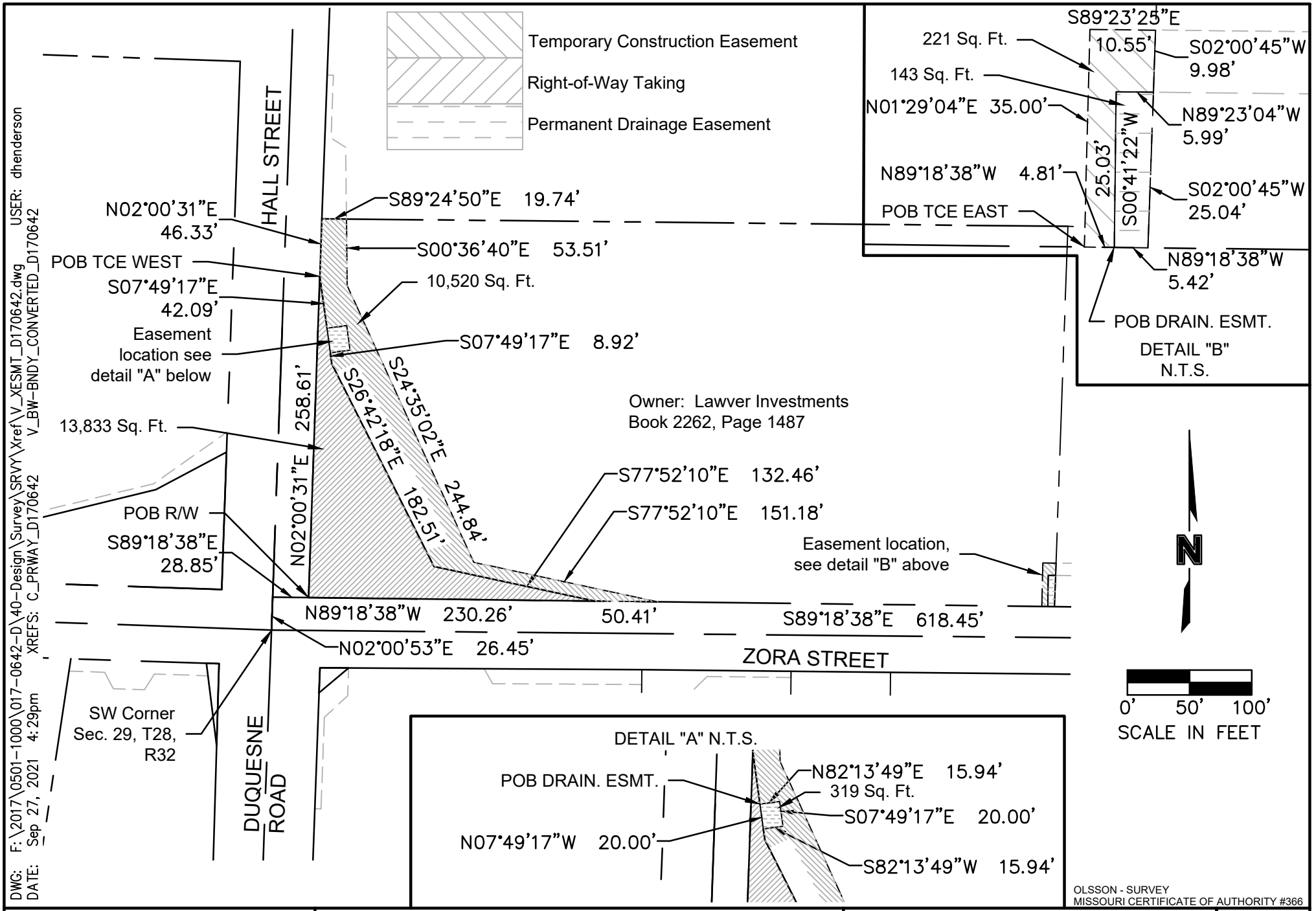
COMMUNICATIONS EASEMENT

ALL THAT PART OF THE FOLLOWING DESCRIBED TRACT RECORDED IN BOOK 2262, PAGE 1487 IN THE JASPER COUNTY, MISSOURI RECORDERS OFFICE:

ALL OF A TRACT OF LAND DESCRIBED AS FOLLOWS:
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SAID EASEMENT DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 29,
THENCE N02°00'53"E ALONG THE WEST LINE OF SAID SECTION 29, 26.45 FEET; THENCE S89°18'38"E, 259.10 FEET ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF ZORA STREET;
THENCE N74°15'48"W ALONG THE PROPOSED RIGHT-OF-WAY LINE, 44.22 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N74°15'48"W, 10.00 FEET; THENCE
N15"44'12"E, 10.00, 10.00 FEET; THENCE S74°15'48"E,
10.00 FEET;
THENCE S15"44'12"W, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 100 SQUARE FEET MORE OR LESS.



DWG: F:\2017\0501-1000\017-0642-D\40-Design\Survey\SRVY\Xref\V_XESMT_D170642.dwg USER: dhenderson
DATE: Sep 27, 2021 4:29pm V_BW-BNDY_CONVERTED_D170642
XREFS: C_PRWAY_D170642

OLSSON - SURVEY
MISSOURI CERTIFICATE OF AUTHORITY #366

PROJECT NO: D17-0642	LAWVER INVESTEMENTS RIGHT-OF-WAY AND EASEMENT	olsson 702 S. Main Street Joplin, MO 64801 TEL 417.781.0643	EXHIBIT
DRAWN BY: DVH			B
DATE: 09.20.2021			