JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MARCH 7, 2022
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Trap Neuter Release Program Presentation

      Documents:

      REVIEW OF FERAL CAT TNR ORDINANCES_.PDF

   2. Lodging Ordinance Survey Presentation

      Documents:

      LODGING ORDINANCE SURVEY.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Michael Shuster Requested To Speak On Slingshot Regulations

   2. Ryan Jackson Requested To Speak On Unregulated Homeless Operations And JPD Case # 22-001489

   3. Brian Evans Requested To Speak On Residents Concerns About Council Bill No. 2022-503, Known As The "Housing Revitalization Plan" And It's Implementation Under Proposition Action, In Regards To Our Cities Prioritization Of The Critical Needs Within Our Community

7. **Public Hearings**

1. Public Hearing Procedures

   Documents:

   PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2022-251
   AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 18758 Apple Rd., Joplin, Jasper County, Missouri.

   Documents:

   CB 2022-251 MINUTES.PDF
   CB 2022-251 PLAT MAP FOR ANNEXATION.PDF
   CB 2022-251 STAFF REPORT.PDF
   CB 2022-251 SUMMARY.PDF
   CB 2022-251.PDF

3. COUNCIL BILL NO. 2022-252
   AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 18987 Argon Rd., Joplin, Jasper County, Missouri.

   Documents:

   CB 2022-252 MINUTES.PDF
   CB 2022-252 STAFF REPORT.PDF
   CB 2022-252 SUMMARY.PDF
   CB 2022-252.PDF

4. COUNCIL BILL NO. 2022-253
   AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located Northeast corner of S. Rob O'Brian Way and E. 26th Street., Joplin, Jasper County, Missouri.

   Documents:

   CB 2022-253 MINUTES.PDF
   CB 2022-253 STAFF REPORT.PDF
   CB 2022-253 SUMMARY.PDF
   CB 2022-253.PDF

5. COUNCIL BILL NO. 2022-254
   AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 (Neighborhood Commercial) and including in District C-3 (Commercial) property as described below and located at 2502, 2508, and 2510 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB 2022-254 MINUTES.PDF
CB 2022-254 STAFF REPORT.PDF
CB 2022-254 SUMMARY.PDF
CB 2022-254.PDF

6. COUNCIL BILL NO. 2022-255
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-Family Residential) and including in District C-3-PD (Planned Development Commercial) property as described below and located at 2023-2047, 2101 & 2121 S. Highview Ave., City of Joplin, Jasper County, Missouri.

Documents:

CB 2022-255 MINUTES.PDF
CB 2022-255 STAFF REPORT.PDF
CB 2022-255 SUMMARY.PDF
CB 2022-255.PDF

7. COUNCIL BILL NO. 2022-256
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-Family Residential) and including in District R-2 (Two-family Residential) property as described below and located at 2636 & 2642 E. 4th Street, City of Joplin, Jasper County, Missouri.

Documents:

CB 2022-256 MINUTES.PDF
CB 2022-256 STAFF REPORT.PDF
CB 2022-256 SUMMARY.PDF
CB 2022-256.PDF

8. Case 014-22
721 Junge Blvd. – A request to declare property surplus – City of Joplin.

Documents:

CASE 014-22 MINUTES.PDF
CASE 014-22 STAFF REPORT.PDF
CASE 014-22 SUMMARY.PDF

9. Case 015-22
1405, 1415, and 1419 E. 20th St. - A request to declare property surplus – City of Joplin.

Documents:

CASE 015-22 MINUTES.PDF

CASE 015-22 STAFF REPORT.PDF
CASE 015-22 SUMMARY.PDF

8. **Consent Agenda**

1. Minutes Of February 22, 2022, City Council Meeting

   Documents:

   FEB 22, 2022 MINS.PDF

2. COUNCIL BILL NO. 2022-105
   AN ORDINANCE Authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Two Hundred Fifty-Five Thousand and no/100 Dollars ($255,000.00) for the Turkey Creek Wastewater Treatment Facility (WWTF) Screw Pumps and Equipment Building, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2022-105.PDF

3. COUNCIL BILL NO. 2022-106
   AN ORDINANCE Authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Two Hundred Ninety-Three Thousand and no/100 Dollars ($293,000.00) for Shoal Creek Wastewater Treatment Facility (WWTF) Centrifuge and Boiler, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2022-106.PDF

4. COUNCIL BILL NO. 2022-109
   AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed amount of One Hundred Thirty Thousand and 00/100 dollars ($130,000.00) for engineering design services associated with the Tin Cup Trail bridge design; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2022-109.PDF

9. **Resolutions**
10. **Ordinances - Emergency**
11. **Ordinances - First Reading**
    1. COUNCIL BILL NO. 2022-111
       AN ORDINANCE approving a construction agreement with Vance Brothers Inc. in the amount of Four Hundred Seventy-Seven Thousand Seven Hundred Two and 97/100 Dollars ($477,702.97) for the Microsurfacing 2022 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

       Documents:

       BID SUMMARY.PDF
       CB 2022-111 MICROSURFACING 2022.PDF
       MICROSURFACING 2022 JOPLIN CONSTRUCTION CONTRACT FORM.PDF
       2022 MICROSURFACING MAP.PDF
       SUMMARY SHEET 2022-111.PDF

    2. COUNCIL BILL NO. 2022-112
       AN ORDINANCE approving a construction agreement with Springfield Striping & Sealing in the amount of Thirty-One Thousand Eight Hundred Forty-Four and 25/100 Dollars ($31,844.25) for the Parking Lots and Trails Sealing 2022 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

       Documents:

       SUMMARY SHEET 2022-112.PDF
       CB 2022-112 PARKING LOTS AND TRAILS.PDF
       BID TAB FORM.PDF
       2022 PARKING LOT SEALING.PDF
       PARKING LOT AND TRAIL SEALING JOPLIN CONSTRUCTION CONTRACT FORM.PDF
12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**

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

Ad Omnia Parata

Together we are ready for

anything.

Notice posted at 12:00 p.m. on this 3rd day of March 2022, (RSMo 610.020)

Review of Feral Cat TNR Programs

03/07/2022



What is a Trap Neuter Return (TNR)

- Trap–Neuter–Return (TNR), also known as trap–neuter–release, is a controversial method that attempts to manage populations of feral domestic cats.
  - The process involves:
    1. Cats live-trapped
    2. Spayed or neutered (aka: desexed)
    3. Ear-tipped for identification
    4. Vaccinated (if possible)
    5. Released back into their colony where they were originally captured

Both Sides Can Provide Supporting Evidence

FOR

- Provides effective control
- Sterile cats don't prey on wildlife
- Humane / Non -Lethal
- Vaccinate eliminates public health concern
- Sterile cats are good citizens

AGAINST

- Long term, 71-94% of colony
- Studies show wildlife predation
- Inhumane / Injuries, short lives
- Not all diseases are vaccine preventable, boosters challenging
- Property rights

Overview of Positions by Organizations

- **American Bird Conservancy** - Does Not Support, Wildlife Concerns
- **American Society for Prevention and Cruelty to Animals (ASPCA)** - Supports
- **American Veterinarian Medical Association -** Neutral
- **Audubon Society -** Does Not Support, Wildlife Concerns
- **Humane Society of the United States -** Supports
- **People for the Ethical Treatment of Animals (PETA) - Limited Support –** Unless can be released away from roads, people, other animals

Current City of Joplin Ordinances

Current Ordinances do not specifically prohibit the practice of TNR although some would need to be modified.

- **18-01** Animal at large definition does not include cats
- **18-11** Prohibits trapping except for wild animals by property owners
- **18-92** Authorizes impoundment of stray cats considered stray or at large
- **18-95** Prohibits owners to allow cats to defecate on property of another person
- **18-96** Requires cats allowed outdoors to be sterilized
- **18-97** Outlaws the feeding of stray cats

Current City of Joplin Cat Program

- Cats are not actively sought, responded to on a complaint basis
- Traps are offered first come, first serve
- Traps are placed on private property of the complainant
- Traps are checked daily
- Traps not set in extreme weather
- Captured cats are taken to the Joplin Humane Society and held for 7 days, if not claimed become the property of the Humane Society

Current City Program Continued

- Many unclaimed cats that can be socialized are transferred to the KC Pet Project by the Joplin Humane Society and offered for adoption with high adoption rates
- Low number of cats kept in Joplin due to low adoption demand
- Calendar year 2021 there were 166 cats euthanized originating from Joplin, considered feral / stray

Cat Numbers Received by City of Joplin

	2015	2016	2017	2018	2019	2020	2021
Total Cats	1823	1477	1365	1426	1815	1596	1515
Stray Cats	1415	1216	1075	1103	1291	1037	1063
Give Up Cats	408	261	290	323	524	559	452

Comparison Cities

- Liberty, Missouri
- Neosho, Missouri
- Pittsburg, Kansas
- Springfield, Missouri
- St. Joseph, Missouri
- Webb City, Missouri
- Bentonville, Arkansas
- Branson, Missouri
- Carthage, Missouri
- Fort Smith, Arkansas (unable to contact)
- Jefferson City, Missouri
- Fayetteville, Arkansas

Jurisdictions Without Cat Ordinances

City of Pittsburg, Kansas

- No city ordinance that addresses cats
- Past TNR organization, not currently active

City of Branson, Missouri

- No ordinance to address cats other than the ability to quarantine in the event of bite and requires rabies vaccine

Jurisdictions With Trapping Programs, No Formal TNR

- **Liberty, MO**
  - Trap loan program with deposit
- **Neosho, MO**
  - Trapping by city on limited scale
- **Springfield, MO**
  - Private traps can be used with permit
  - TNR program operates in city, limited in size, city not affiliated with group

Trapping, No Formal TNR Continued

- **St. Joseph, Missouri**
  - Citizen trapping program, deposit program
- **Webb City, Missouri**
  - Trap loan program, private traps allowed
- **Bentonville, Arkansas**
  - Trap loan program, private traps allowed
  - TNR program being considered

Cities With TNR Ordinances

Carthage, Missouri

- Not Active

Fayetteville, Arkansas

- Not Active

Jefferson City, Missouri

- Active TNR Program

Example - Carthage, Missouri

- TNR Program not currently active
- City approves partner agency colony caretaker / sponsor
- Caretaker required to vaccinate, maintain records, ear tip, sterilize, feed, water, shelter, provide medical attention
- Sets goal of 80% of colony altered
- City maintains ability to remove cats if caretaker does not comply or fails to remove nuisance cats

Example - Fayetteville, Arkansas

- TNR Program not active
- Cats cannot run at large (exemption given for TNR colony)
- Citizens can trap nuisance cats on their property
- City can euthanize unclaimed animals after 5 days
- City approves sponsor not for profit agency
- Caretaker / sponsor must feed, vaccinate, adopt kittens, eartip, sterilize, provide annual reports

Example - Jefferson City, Missouri

- Jefferson City, Missouri
  - Active TNR program operated by a Not For Profit
  - Citizens with permit can trap feral cats
  - Residents not permitted to feed stray cats
  - City has ability to euthanize feral cats immediately
  - Community cat caretaker permit Issued to provide care 365 days per year
    - Feed, Medical, Shelter
  - Records must be maintained by sponsor including number of cats, death loss, number adopted

To implement TNR the following must be considered

- Where are traps set?
- Who is responsible for TNR program?
- Where and who neuters and spays?
- Who pays for expenses?
- Where will cats be released?
- Ability to address nuisance cats.
- Staff time to oversee program.
- Who is responsible for damage caused by feral cats?

Closing

- TNR typically managed by a permitted Not For Profit
- Only one surveyed jurisdiction reporting active program
- Research indicates 71% - 94% of colony must be sterilized for success
- Property rights / neighbor disputes should be considered
- Both sides of issue provide justification for their position
- For success, must be long term, committed, and community support
- Management and staff time (3 animal control officers, no designated supervisor)

Recommendation

- Based on the success of cat adoptions and current staffing levels the recommendation from the health department is to not adopt a TNR program at this time.

Closing

- Questions
- Further Guidance

Lodging Ordinance Survey

Overview

- City Manager's listening tour identified a lodging ordinance as a potential gap in our local codes
- Staff conducted a survey of local lodging ordinances throughout the State of Missouri
- This presentation will:
  - Summarize how the State Lodging Rule and how local ordinances currently apply to Joplin lodging establishments
  - Highlight some local lodging ordinances throughout the State

State Lodging Rule

- Missouri Department of Health and Senior Services (DHSS) is the licensing authority for lodging establishments throughout the State of Missouri
- LPHAs conduct annual inspections on behalf of the State, but the State is the ultimate enforcement authority
- 19 CSR 20-3.050 is the Rule that sets forth sanitation and safety standards for lodging establishments (food safety, life safety, fire safety, electrical wiring, fuel-burning appliances, plumbing, and swimming pools/spas)
- Link to the Rule: https://health.mo.gov/safety/lodging/pdf/lodgingmanual.pdf
- Local ordinances can supersede State Lodging Rule
  - Must be at least as stringent as State Lodging Rule requirements
  - Current local ordinances that supersede Rule:
    - Joplin Pool Code
    - Joplin Food Code
    - Building/Fire codes

State Lodging Establishments

- Definition of a lodging establishment:

  "Any building, group of buildings, structure, facility, place, or places of business where **five or more guest rooms** are provided, which is owned, maintained, or operated by any person and which is kept, used, maintained, advertised or held out to the public for hire which can be construed to be a hotel, motel, motor hotel, apartment hotel, tourist court, resort, cabins, tourist home, bunkhouse, dormitory, or other similar place by whatever name called, and includes all such accommodations operated for hire as lodging establishments for either transient guests, permanent guests, or for both transient and permanent guests"

- Does not include most bed and breakfast and Airbnb operations through guest room provision
- The State has not chosen to apply this definition to homeless shelters

Joplin Lodging Establishments

- Currently 24 establishments in Joplin inspected under the State Lodging Rule
  - Largest: 138 rooms
  - Smallest: 20 rooms
- Joplin Health Department staff, in conjunction with Joplin Fire Department, conducts annual lodging inspections on behalf of DHSS, the permitting authority
  - Identify and document violations of the State Lodging Rule
  - Conduct one follow-up inspection to ensure violations are corrected
    - Majority of properties have minor violations and pass the reinspection
    - A couple of properties have repeat issues that are not corrected during reinspection
  - Uncorrected violations are addressed by staff with the Bureau of Environmental Health Services of DHSS

Comparison Jurisdictions

No Local Ordinance:

- Liberty, MO
- Neosho, MO
- Springfield, MO
- St. Joseph, MO
- Webb City, MO
- Jefferson City, MO
- Carthage, MO

Local Ordinance:

- Lebanon, MO
- Branson, MO
- Kansas City, MO
- Randolph County, MO
- St. Charles County, MO
- Stone County, MO
- Taney County, MO

Randolph, St. Charles, & Stone Counties

- Defines the County Health Department as the regulatory authority
  - Issues permits to lodging establishments
  - Charges fees
  - Suspends/revokes permits
- Key characteristics:
  - States that lodging establishments must comply with State and local ordinances
  - Does not provide additional criteria beyond State Rule
  - Sets forth inspection frequency of once per year

City of Branson & Taney County

- Defines the County Health Department as the regulatory authority
  - Issues permits to lodging establishments
  - Charges fees
  - Suspends/revokes permits
- Key characteristics:
  - Provides more specific requirements for sanitation, housekeeping, & pest control
  - States that whichever standards are stricter (State or local) will be applied, so areas of the State Rule that are not addressed still fall under the Rule
  - Sets forth inspection frequency of once per year

Kansas City

- Defines the City Health Department as the regulatory authority
  - Issues permits
  - Charges fees
  - Suspends/revokes permits
- Key characteristics:
  - Comprehensive replacement of State Lodging Rule
  - Includes the following sections of requirements: definitions, water supply, building, fire protection, general safety, plumbing and mechanical, life safety, electrical, HVAC, sanitation & housekeeping, insect and rodent control
  - References City's pool and food regulations
  - Sets forth inspection frequency of once per year, with a potential for more if deemed necessary
  - Most comprehensive set of enforcement measures

City of Lebanon

- Sets forth the following requirements for the issuance of Yearly Certificate of Occupancy:
  - Must pass property maintenance, fire, and health inspections
  - Must have a current lodging license from the State
  - May not owe lodging, city, or county taxes
  - Establishes means of enforcement for noncompliance
- Further defines subcategories of lodging establishments (transient motel/hotel, extended stay hotel, residential motel/hotel) and classifies them under the International Building Code as R-1 or R-2
- Sets forth sanitation and safety standards that are like those in the State Rule

Other Lodging Ordinances

- St. Louis:
  - Ordinance for lodging establishments that create conditions “detrimental to neighborhood” to address nuisances (loitering, drinking, littering, etc)
- Blue Springs:
  - Emphasis is to address lodging establishments that have a high prevalence of crime & is overseen by PD
  - Ordinance is sets forth 3 tiers of requirements for lodging establishments that are determined by the ratio of police calls for service per room each year for lodging establishments
    - Highest tier includes restricting visitors after 11:00 PM, issuing parking passes, maintaining key log, ensuring all guests sign in and are photographed, etc.)

Items for Consideration

Potential Benefits:

- Designate the City as the regulatory authority
- Opportunity to recoup revenue for staff time through permit fees
- Ordinance can be tailored to meet the needs of the Joplin market

Potential Challenges:

- The State will continue to issue permits and charge fees
- Potentially more staff time committed to inspections and enforcement
- Potential resistance from industry
- Ordinances would only apply to active business, not closed/vacant properties

Any Questions or Guidance?

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.

Case 008-22: 18758 Apple Rd. – A request to voluntarily annex property into the City of Joplin – Joplin Industrial Development Authority

Tony Robyn, 320 E. 4th Street, Joplin, MO, Vice President of the Joplin Industrial Development Authority. This remnant parcel is part of a larger transaction that is underway for development. Part of that agreement they have requested to be annexed into the city.

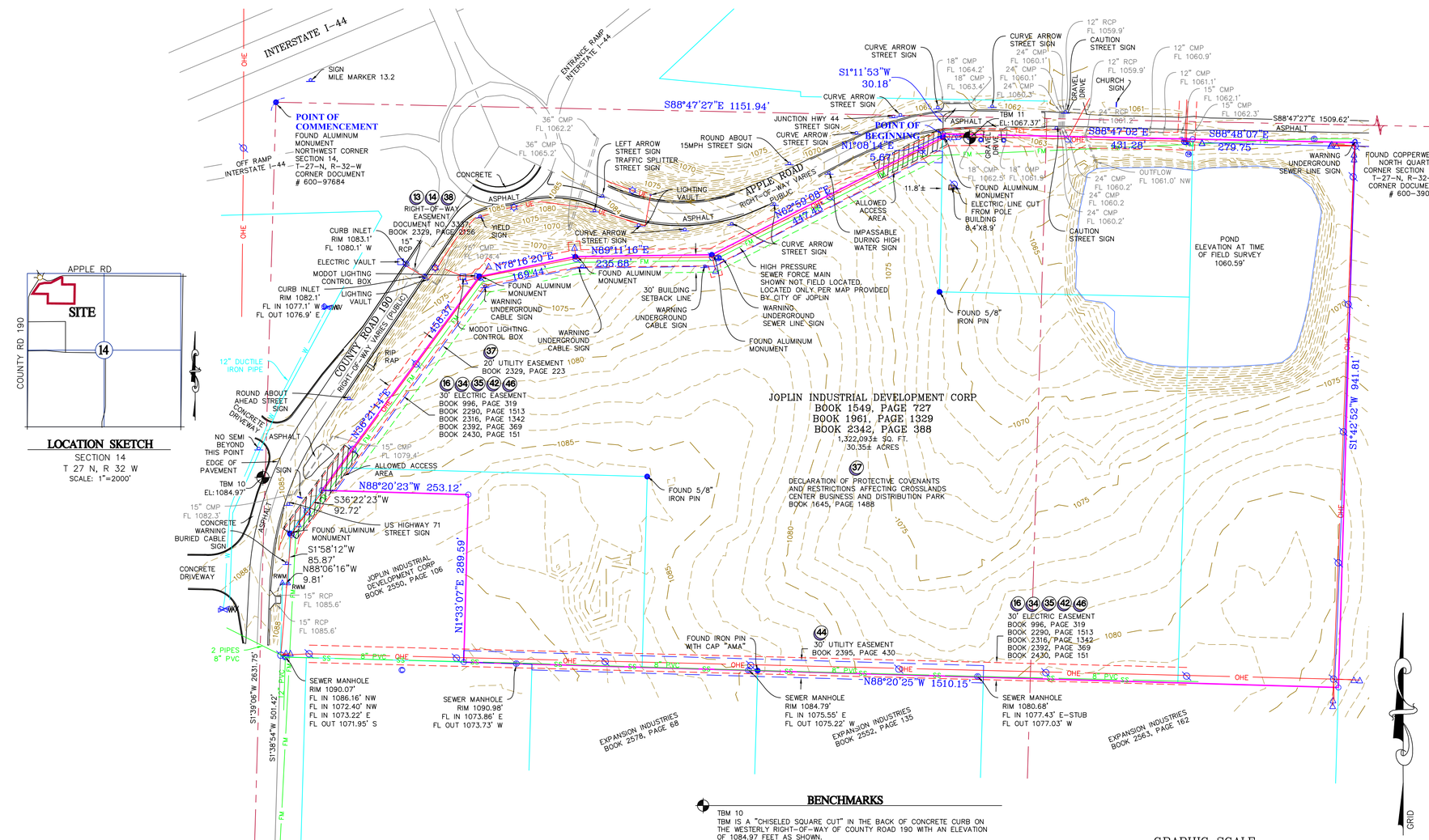
Mr. Eastman asked if there were any questions from the Commissioners?

Ms. Phillips wanted to know if that was a mind pit?

Mr. Robyn stated it was not, it is a stormwater retention pond for the Industrial Park. The property that surrounds it has been acquired along with this small piece.

Mr. Eastman asked if there was anyone in the audience to speak in favor of this case? There was not. There was no one to speak in opposition.

MS. STEELE MOVED, SECONDED BY MS. WARREN THAT CASE 008-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)



LOCATION SKETCH

SECTION 14
T 27 N, R 32 W
SCALE: 1"=2000'

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0284F, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

UTILITY NOTE

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. LOCATE NO. 212001751.

LEGEND

- FOUND IRON PIN–AS NOTED
- SET MONUMENT STAMPED A/E INC LC 62
- RWM RIGHT–OF–WAY MARKER
- REFERENCE PIN
- POWER POLE W/ GUY
- SEWER MANHOLE
- STORM SEWER MANHOLE
- LIGHT POLE
- SIGN
- WV WATER VALVE
- FIRE HYDRANT
- TELEPHONE RISER
- BUMPER POST
- ELECTRICAL METER
- TREELINE
- ALLOWED ACCESS AREA
- PROPERTY LINE
- STORM SEWER
- TELEPHONE LINE — TEL
- WATER LINE — W
- ELECTRIC LINE — OHE
- UNDERGROUND ELECTRIC — UE
- HIGH PRESSURE SEWER FORCE MAIN — FM
- FENCE LINE — x x

BENCHMARKS

TBM 10
TBM IS A "CHISELED SQUARE CUT" IN THE BACK OF CONCRETE CURB ON THE WESTERLY RIGHT–OF–WAY OF COUNTY ROAD 190 WITH AN ELEVATION OF 1084.97 FEET AS SHOWN.

TBM 11
TBM IS A "RAIL ROAD SPIKE" ON THE SOUTHWEST SIDE OF A POWER POLE ON THE SOUTH RIGHT–OF–WAY OF APPLE ROAD WITH AN ELEVATION OF 1067.37 FEET, AS SHOWN.

NOTES

1) BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2) THERE ARE NO PARKING SPACES ON SUBJECT PROPERTY.

3) THERE IS NO EVIDENCE OF EARTH MOVEMENT, AT TIME OF FIELD SURVEY.

4) THERE IS NO EVIDENCE OF SITE BEING USED AS A SOLID WASTE DUMP, AT TIME OF FIELD SURVEY.

5) PER US FISH AND WILDLIFE WETLANDS MAPPER DATABASE (HTTP://WWW.FWS.GOV/WETLANDS/DATA/MAPPER.HTML) THERE ARE NO WETLANDS ON SUBJECT PROPERTY. NO WETLANDS HAVING BEEN DELINEATED BY A QUALIFIED PROFESSIONAL WERE OBSERVED DURING THE FIELD WORK OF THIS SURVEY.

6) VERTICAL DATUM IS NAVD88 AS ESTABLISHED BY THE MODOT VRS NETWORK.

7) NO BUILDINGS OBSERVED ON SUBJECT PROPERTY.

ZONING DATA

SUBJECT PROPERTY IS ZONED M–2 (HEAVY INDUSTRIAL DISTRICT)

BUILDING HEIGHT: NO BUILDING SHALL EXCEED 55' OR 4 STORIES.

BUILDING SETBACK LINES:
FRONT: 30'
SIDE: NONE, EXCEPT WHERE SIDE YARD ABUTS A STREET OR A RESIDENTIAL ZONE THEN 15'
REAR: NO, EXCEPT WHERE REAR YARD ABUTS A RESIDENTIAL ZONE THEN 20'

GRAPHIC SCALE

100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

SURVEY DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI. BEING A PART OF THE TRACT OF LAND DESCRIBED IN THE JASPER COUNTY, RECORDER'S OFFICE IN BOOK 1549, AT PAGE 727, BOOK 1961, PAGE 1329 AND BOOK 2342, PAGE 388 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI. THENCE ALONG THE NORTH LINE OF SAID SECTION 14, SOUTH 88°47'27" EAST, 1151.94 FEET; THENCE LEAVING SAID SECTION LINE, SOUTH 01°11'53" WEST, 30.18 FEET, TO THE POINT OF BEGINNING. THENCE SOUTH 88°47'02" EAST, 431.28 FEET; THENCE SOUTH 88°48'07" EAST, 279.75 FEET; THENCE SOUTH 01°42'52" WEST, 941.81 FEET; THENCE NORTH 88°20'25" WEST, 1510.15 FEET; THENCE NORTH 01°33'07" EAST, 289.59 FEET; THENCE NORTH 88°20'23" WEST, 253.12 FEET TO THE SOUTHERLY RIGHT–OF–WAY OF COUNTY ROAD 190; THENCE ALONG SAID SOUTHERLY RIGHT–OF–WAY, NORTH 36°21'14" EAST, 458.37 FEET, TO THE SOUTH RIGHT–OF–WAY OF APPLE ROAD; THENCE ALONG SAID SOUTH RIGHT–OF–WAY THE FOLLOWING THREE COURSES, NORTH 78°16'20" EAST, 169.44 FEET; THENCE NORTH 89°11'16" EAST, 235.68 FEET; THENCE NORTH 62°59'08" EAST, 447.43 FEET; THENCE NORTH 01°08'14" EAST, 5.67 FEET, TO THE POINT OF BEGINNING. ALL LYING IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI. CONTAINING 30.35 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

NOTES CORRESPONDING TO SCHEDULE B

COMMITMENT PROVIDED BY: WAVCO TITLE COMPANY JOPLIN
FILE NO.: 2102732–124
COMMITMENT DATE: JUNE 29, 2021, 8:00 AM

10. RIGHT–OF–WAY TO THE COUNTY OF JASPER FILED AUGUST 1, 1936 AT 9:57 A.M. AS DOCUMENT NO. 12793. DOES NOT AFFECT SUBJECT PROPERTY.
11. EASEMENT TO THE EMPIRE DISTRICT ELECTRIC COMPANY FILED DECEMBER 2, 1936 AT 8:01 A.M., AS DOCUMENT NO. 20311. DOES NOT AFFECT SUBJECT PROPERTY.
12. RIGHT–OF–WAY TO THE COUNTY OF JASPER FILED JANUARY 10, 1956 AT 9:32 A.M. IN BOOK 815 AT PAGE 105. DOES NOT AFFECT SUBJECT PROPERTY.
13. RIGHT–OF–WAY TO STATE OF MISSOURI, ACTING BY AND THROUGH THE STATE HIGHWAY COMMISSION OF MISSOURI FILED FEBRUARY 11, 1960 AT 8:51A.M. IN DOCUMENT NO. 3337. AFFECTS SUBJECT PROPERTY, AS SHOWN.
14. ABUTTERS' RIGHTS OF DIRECT ACCESS TO HIGHWAY NOW KNOW AS ROUTE I–44 AS SET FORTH IN INSTRUMENT FILED FEBRUARY 11, 1960 AT 8:51A.M. IN DOCUMENT NO. 3337. AFFECTS SUBJECT PROPERTY, AS SHOWN.
15. EASEMENT TO THE EMPIRE DISTRICT ELECTRIC COMPANY FILED JUNE 2, 1960 AT 1: 17 P.M. IN BOOK 932 AT PAGE 493. DOES NOT AFFECT SUBJECT PROPERTY.
16. EASEMENT TO THE EMPIRE DISTRICT ELECTRIC COMPANY FILED APRIL 1, 1963 AT 1:55 P.M. IN BOOK 996 AT PAGE 319. AFFECTS SUBJECT PROPERTY, AS SHOWN.
17. RIGHT–OF–WAY TO THE COUNTY OF JASPER FILED APRIL 11, 1963 AT 10:17 A.M. IN BOOK 998 AT PAGE 454. DOES NOT AFFECT SUBJECT PROPERTY.
18. RIGHT–OF–WAY TO THE COUNTY OF JASPER FILED APRIL 11, 1963 AT 10:19 A.M. IN BOOK 998 AT PAGE 456. DOES NOT AFFECT SUBJECT PROPERTY.
19. RIGHT–OF–WAY TO THE COUNTY OF JASPER FILED APRIL 11, 1963 AT 10:21 A.M. IN BOOK 998 AT PAGE 458. DOES NOT AFFECT SUBJECT PROPERTY.
20. RIGHT–OF–WAY TO THE COUNTY OF JASPER FILED APRIL 11, 1963 AT 10:23 A.M. IN BOOK 998 AT PAGE 459. DOES NOT AFFECT SUBJECT PROPERTY.
21. EASEMENT TO SOUTHWESTERN BELL TELEPHONE COMPANY FILED MAY 25, 1973 AT 4:37P.M. IN BOOK 1166 AT PAGE 706. DOES NOT AFFECT SUBJECT PROPERTY.
22. EASEMENT TO CONTINENTAL TELEPHONE COMPANY FILED JUNE 29, 1988 AT 8:37A.M. IN BOOK 1346 AT PAGE 307. DOES NOT AFFECT SUBJECT PROPERTY.
23. RESTRICTIONS, RESERVATIONS AND COVENANTS AS SET FORTH IN INSTRUMENT FILED OCTOBER 19, 2000 AT 3:11 P.M. IN BOOK 1645 AT PAGE 1488, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, MARITAL STATUS, DISABILITY, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW. NOT PLOTTABLE. SUBJECTS TO TERMS AND CONDITIONS WITHIN.
24. EASEMENT FOR WATER PIPE TO THE MISSOURI–AMERICAN WATER COMPANY, A MISSOURI CORPORATION FILED MARCH 28, 2003 AT 2:36:48 P.M. IN BOOK 1776 AT PAGE 1488. DOES NOT AFFECT SUBJECT PROPERTY.
25. RIGHT–OF–WAY TO THE COUNTY OF JASPER FILED AUGUST 24, 2006 AT 2:39:09 P.M. IN BOOK 2005 AT PAGE 2118. DOES NOT AFFECT SUBJECT PROPERTY.
26. SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS FILED OCTOBER 30, 2006 AT 3:34:24 P.M. IN BOOK 2016 AT PAGE 996. DOES NOT AFFECT SUBJECT PROPERTY.
27. UTILITY EASEMENT TO THE CITY OF JOPLIN, A MUNICIPAL CORPORATION FILED NOVEMBER 27, 2006 AT 3:14:07 P.M. IN BOOK 2021 AT PAGE 41. DOES NOT AFFECT SUBJECT PROPERTY.
28. UTILITY EASEMENT TO THE CITY OF JOPLIN, A MUNICIPAL CORPORATION FILED JANUARY 17, 2007 AT 12:49:56 P.M. IN BOOK 2028 AT PAGE 724. DOES NOT AFFECT SUBJECT PROPERTY.
29. WASTEWATER EASEMENT TO THE CITY OF JOPLIN FILED MARCH 28, 2008 AT 10:46:59 A.M. IN BOOK 2087 AT PAGE 2117. DOES NOT AFFECT SUBJECT PROPERTY.
30. WASTEWATER EASEMENT TO THE CITY OF JOPLIN FILED MARCH 28, 2008 AT 10:48:48 A.M. IN BOOK 2087 AT PAGE 2121. DOES NOT AFFECT SUBJECT PROPERTY.
31. SUBJECT TO EASEMENT FOR UTILITIES SET FORTH IN DEED FILED OCTOBER 16, 2009 AT 2:33:55 P.M. IN BOOK 2147 AT PAGE 1290. DOES NOT AFFECT SUBJECT PROPERTY.
32. DEED TO THE COUNTY OF JASPER FILED APRIL 25, 2011 AT 11:15:23 A.M. IN BOOK 2197 AT PAGE 2060. DOES NOT AFFECT SUBJECT PROPERTY.
33. EASEMENT TO THE EMPIRE DISTRICT ELECTRIC COMPANY FILED JUNE 19, 2013 AT 2:22:45 P.M. IN BOOK 2290 AT PAGE 1509. DOES NOT AFFECT SUBJECT PROPERTY.
34. EASEMENT TO THE EMPIRE DISTRICT ELECTRIC COMPANY FILED JUNE 19, 2013 AT 2:22:46 P.M. IN BOOK 2290 AT PAGE 1513. AFFECTS SUBJECT PROPERTY, AS SHOWN.
35. EASEMENT TO THE EMPIRE DISTRICT ELECT IC COMPANY FILED FEBRUARY 14, 2014 IN BOOK 2316 AT PAGE 1342. AFFECTS SUBJECT PROPERTY, AS SHOWN.
36. EASEMENT AGREEMENT BETWEEN THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF JOPLIN AND CROSSROADS REALTY, LLC, FILED APRIL 22, 2014 IN BOOK 2322 AT PAGE 1460. DOES NOT AFFECT SUBJECT PROPERTY.
37. EASEMENT TO THE CITY OF JOPLIN FILED JUNE 30, 2014 IN BOOK 2329 AT PAGE 223. AFFECTS SUBJECT PROPERTY, AS SHOWN.
38. EASEMENT TO STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, FILED JULY 8, 2014 IN BOOK 2329 AT PAGE 2156. AFFECTS SUBJECT PROPERTY, AS SHOWN.
39. EASEMENT TO STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, FILED JULY 8, 2014 IN BOOK 2329 AT PAGE 2162. DOES NOT AFFECT SUBJECT PROPERTY.
40. EASEMENT TO STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, FILED JULY 8, 2014 IN BOOK 2329 AT PAGE 2167. DOES NOT AFFECT SUBJECT PROPERTY.
41. EASEMENT TO THE CITY OF JOPLIN FILED OCTOBER 20, 2015 IN BOOK 2376 AT PAGE 277. DOES NOT AFFECT SUBJECT PROPERTY.
42. ELECTRIC LINE EASEMENT/RIGHT–OF–WAY GRANTED TO THE EMPIRE DISTRICT ELECTRIC COMPANY, AS SHOWN IN BOOK 2392 PAGE 369. AFFECTS SUBJECT PROPERTY, AS SHOWN.
43. EASEMENT TO THE CITY OF JOPLIN FILED IN BOOK 2395 AT PAGE 429. DOES NOT AFFECT SUBJECT PROPERTY.
44. EASEMENT TO THE CITY OF JOPLIN FILED MAY 16, 2016 AT 3:01:48 P.M. IN BOOK 2395 AT PAGE 430. AFFECTS SUBJECT PROPERTY, AS SHOWN.
45. DEED TO STATE OF MISSOURI, ACTING BY AND THROUGH THE MISSOURI HIGHWAY & TRANSPORTATION COMMISSION FILED IN BOOK 2420 AT PAGE 437. DOES NOT AFFECT SUBJECT PROPERTY.
46. EASEMENT TO THE EMPIRE DISTRICT ELECTRIC COMPANY FILED APRIL 20, 2017 AT 11:11:44 A.M. IN BOOK 2430 AT PAGE 151. AFFECTS SUBJECT PROPERTY, AS SHOWN.
47. SEWER EASEMENT TO THE CITY OF JOPLIN FILED IN BOOK 2430 AT PAGE 490. DOES NOT AFFECT SUBJECT PROPERTY.
48. RIGHT–OF–WAY DEED TO THE CITY OF JOPLIN FILED IN BOOK 2461 AT PAGE 267. DOES NOT AFFECT SUBJECT PROPERTY.

ACCURACY STANDARD: URBAN SURVEYOR'S DECLARATION

TO ROAD RANGER, L.L.C., AN ILLINOIS LIMITED LIABILITY COMPANY AND WACO TITLE COMPANY JOPLIN:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 7(B1), 8, 9, 11(A), 11(B), 13, 16, 17, 18, 19, 20(A) AND 20(B) OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON AUGUST 26, 2021

RONALD W. WALLACE, P.L.S. 2019015191

STATE OF MISSOURI
RONALD W. WALLACE
NUMBER PLS-2019015191
PROFESSIONAL LAND SURVEYOR

9-22-21
DATE

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS SURVEYORS LABORATORIES DRILLING GIS
811 E. 3RD STREET JOPLIN, MISSOURI 64801 PHONE (417) 782-7399

DRAWING INFO.
FIELD BY: CF & TB
DRAWN BY: SLM
CHECK BY: RWW
DATE: 8-26-21
FIELD BOOK:
JOB NUMBER: 21J020064

REVISIONS

NO.	DESCRIPTION	BY	DATE
1	REVISIONS PER CLIENT	SLM	9-22-21

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ROAD RANGER, LLC

ALTA/NSPS LAND TITLE SURVEY

APPLE ROAD AND COUTY ROAD 190
DUENWEG, JASPER COUNTY, MISSOURI

DRAWING NO. JOP-100-6140
SHEET NUMBER 1 OF 1

Z&P Meeting: February 14, 2022
City Council Meeting: March 7, 2022

STAFF PLANNING REPORT
Voluntary Annexation

CASE 008-22 A request to voluntarily annex property into the City of Joplin

LOCATION 18758 Apple Rd.

APPLICANT Joplin Industrial Development Authority

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Single-family Residential	Approximately 2.55 acres

DISCUSSION

The Joplin Industrial Development Authority is seeking to voluntarily annex approximately 2 acres of property along E. Apple Rd. into the City of Joplin. The intent would be for this property to be developed as part of a larger tract for future commercial development. Utilities already service the area.

Staff recommends approval of Case 008-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

VP JIDA

Tony W. Robyn

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 4th day of January 2022, before me appeared Tony W. Robyn, to me known to be the Vice President of Joplin Industrial Development Authority, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said his acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

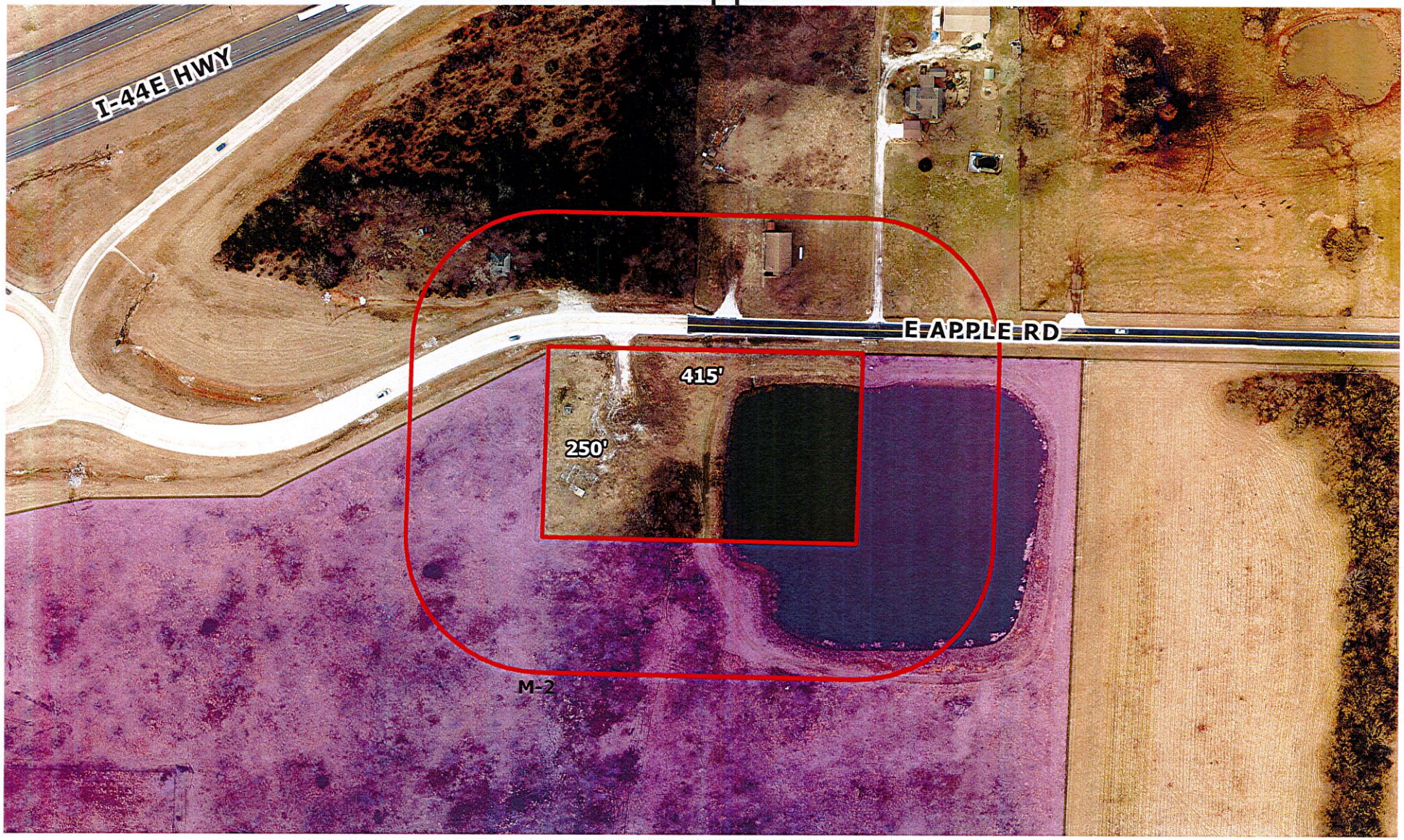
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: 6-29-2024.

Lindsay J. Dunn
LINDSAY J. DUNN Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC NOTARY SEAL #12380334
MY COMMISSION EXPIRES 6-29-2024
JASPER COUNTY
STATE OF MISSOURI

Case 008-22: 18758 Apple Rd. - Annexation



Case 008-22: 18758 Apple Rd. – A request to voluntarily annex property into the City of Joplin – Joplin Industrial Development Authority

N

0 75 150 300 450 600 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2022-251 - Annexation

MEETING DATE:
March 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 008-22: 18758 Apple Rd. – A request to voluntarily annex property into the City of Joplin – Joplin Industrial Development Authority

BACKGROUND:
The Joplin Industrial Development Authority is seeking to voluntarily annex approximately 2 acres of property along E. Apple Rd. into the City of Joplin. The intent would be for this property to be developed as part of a larger tract for future commercial development. Utilities already service the area.

PLANNING & ZONING COMMISSION TESTIMONY:
Tony Robyn, 320 E. 4th Street, Joplin, MO, Vice President of the Joplin Industrial Development Authority. This remnant parcel is part of a larger transaction that is underway for development. Part of that agreement they have requested to be annexed into the city.

Mr. Eastman asked if there were any questions from the Commissioners?

Ms. Phillips wanted to know if that was a mind pit?

Mr. Robyn stated it was not, it is a stormwater retention pond for the Industrial Park. The property that surrounds it has been acquired along with this small piece.

PUBLIC COMMENT:
None.

RECOMMENDATIONS:
Staff recommends approval for Case 008-22.
Planning & Zoning Commission recommends approval for Case 008-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2022-251, Staff Planning Report, Subdivision Plat, P&Z Commission Minutes

P & Z Case 008-22
JIDA
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-251 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 18758 Apple Rd., Joplin, Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

A tract of land in the NW-1/4 of Section 14, Township 27 North, Range 32 West of the 5th Principal Base and Meridian in Jasper County, Missouri, being more fully described as follows: Commencing at the Northwest Corner of said Section 14; thence S 88°47'48"E along the North Section line, 1151.81 feet; thence S 01°25'19"W, 30.00 feet to a point on the South right-of-way line of Apple Road, the Point Of Beginning; thence S 01°11'53"W, 273.01 feet; thence S 88°48'07"E, 431.27 feet; thence N 01°11'53"E, 273.01 feet to a point on the South right-of-way line of Apple Road; thence N 88°48'07"W along said right-of-way, 431.27 feet to the Point Of Beginning. Containing 2.70 acres, more or less. Basis Of Bearings: Missouri State Plane Coordinate System of 1983, West Zone.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 009-22: 18987 Argon Rd – A request to voluntarily annex property into the City of Joplin – Joplin Industrial Development Authority

Tony Robyn, 320 E. 4th Street, Joplin, MO, Vice President of the Joplin Industrial Development Authority. This is adjoining the property in the previous case, and we had bequeathed this property of an end-of-life estate 10 years ago. The gentleman just passed away this last fall. The transfer of property has been complete to us and the one that follows this case. It was an opportunity to bring it into the city at the same time. This is part of the industrial park across from the Big Apple.

Mr. Eastman asked if they would come back and rezone the property in the future?

Mr. Robyn stated that was correct.

Mr. Eastman asked if there was anyone in the audience to speak in favor of this case? There was not. There was no one to speak in opposition.

MR. KIMBLE MOVED, SECONDED BY MR. MCCCULLOUGH THAT CASE 009-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: February 14, 2022
City Council Meeting: March 7, 2022

STAFF PLANNING REPORT
Voluntary Annexation

CASE 009-22 A request to voluntarily annex property into the City of Joplin

LOCATION 18987 Argon Rd.

APPLICANT Joplin Industrial Development Authority

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Vacant	Approximately 2 acres

DISCUSSION

The Joplin Industrial Development Authority is seeking to voluntarily annex approximately 2 acres of property along S. Prigmor Ave. into the City of Joplin. The intent would be for this property to be developed as part of a larger tract for future commercial development. Utilities already service the area.

Staff recommends approval of Case 009-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 4th day of January 2022, before me appeared Tony W. Robyn, to me known to be the Vice President of Joplin Industrial Development Authority, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said his acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

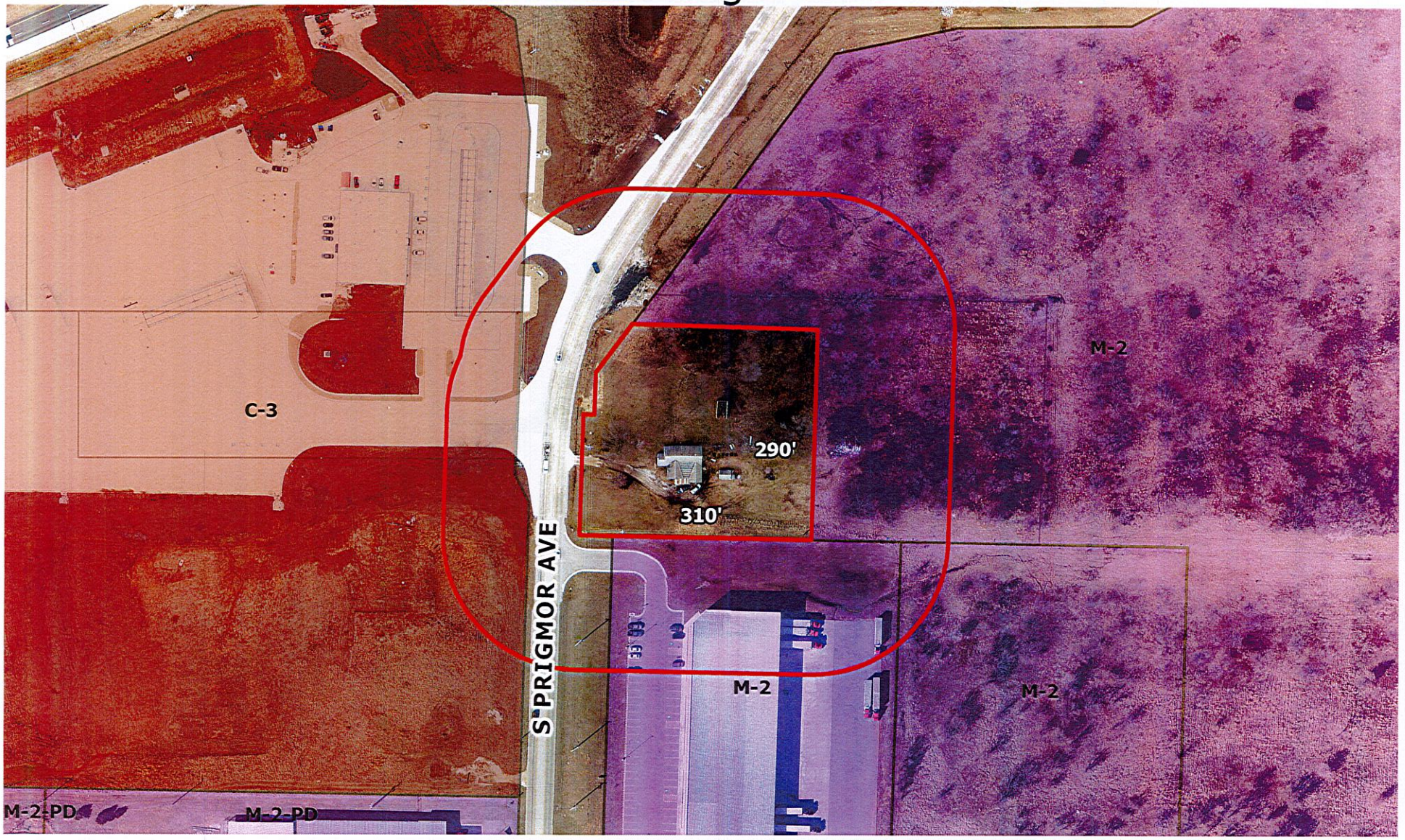
My commission expires: 6-29-2024.

LINDSAY J. DUNN

Notary Public

LINDSAY J. DUNN
MY COMMISSION EXPIRES 6-29-2024
NOTARY PUBLIC NOTARY SEAL #12380334
JASPER COUNTY
STATE OF MISSOURI

Case 009-22: 18987 Argon Rd. - Annexation



Case 009-22: 18987 Argon Rd – A request to voluntarily annex property into the City of Joplin – Joplin Industrial Development Authority

N

0 75 150 300 450 600 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2022-252 - Annexation

MEETING DATE:
March 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 009-22: 18987 Argon Rd – A request to voluntarily annex property into the City of Joplin – Joplin Industrial Development Authority

BACKGROUND:
The Joplin Industrial Development Authority is seeking to voluntarily annex approximately 2 acres of property along S. Prigmor Ave. into the City of Joplin. The intent would be for this property to be developed as part of a larger tract for future commercial development

PLANNING & ZONING COMMISSION TESTIMONY:
Tony Robyn, 320 E. 4th Street, Joplin, MO, Vice President of the Joplin Industrial Development Authority. This is adjoining the property in the previous case, and we had bequeathed this property of an end-of-life estate 10 years ago. The gentleman just passed away this last fall. The transfer of property has been complete to us and the one that follows this case. It was an opportunity to bring it into the city at the same time. This is part of the industrial park across from the Big Apple.

Mr. Eastman asked if they would come back and rezone the property in the future?

Mr. Robyn stated that was correct.

PUBLIC COMMENT:
None.

RECOMMENDATIONS:
Staff recommends approval for Case 009-22.
Planning & Zoning Commission recommends approval for Case 009-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2022-252, Staff Planning Report, P&Z Commission Minutes

P & Z Case 009-22
JIDA
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-252 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 18987 Argon Rd., Joplin, Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

A tract of land in the NW-1/4 of Section 14, Township 27 North, Range 32 West of the 5th Principal Base and Meridian in Jasper County, Missouri, being more fully described as follows: Commencing at the West Quarter-Corner of said Section 14; thence N 01°38'53"E along the West line of Section 14, a distance of 94.48 feet; thence S 88°21'07"E, 35.00 feet to the intersection of the North right-of-way line of East Alliance Parkway with the East right-of-way line of Prigmore Avenue (County Road 190); thence N 01°38'46"E along Prigmore Avenue right-of-way, 1579.88 feet to the Point Of Beginning; thence N 01°38'46"E along said right-of-way, 128.06 feet; thence S 87°40'39"E along said right-of-way, 10.09 feet; thence N 01°59'32"E along said right-of-way, 162.08 feet; thence S 88°20'38"E, 305.11 feet; thence S 01°39'22"W, 290.02 feet; thence N 88°20'38"W, 316.12 feet to the Point Of Beginning. Containing 2.07 acres, more or less. Basis of Bearings: Missouri State Plane Coordinate System, West Zone.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 010-22: Northeast corner of S. Rob O'Brian Way & E. 26th St. - A request to voluntarily annex property into the City of Joplin – Joplin Industrial Development Authority

The Joplin Industrial Development Authority is seeking to voluntarily annex approximately 2 acres of property along S. Prigmor Ave. into the City of Joplin. The intent would be for this property to be developed as part of a larger tract for future commercial development.

Mr. Eastman asked if there was anyone in the audience to speak in favor of this case? There was not. There was no one to speak in opposition.

MS. PHILLIPS MOVED, SECONDED BY MS. WARREN THAT CASE 010-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: February 14, 2022
City Council Meeting: March 7, 2022

STAFF PLANNING REPORT
Voluntary Annexation

CASE 010-22 A request to voluntarily annex property into the City of Joplin

LOCATION Northeast Corner of S. Rob O'Brian Way and E. 26th St.

APPLICANT Joplin Industrial Development Authority

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Vacant	Approximately 22.6 acres

DISCUSSION

The Joplin Industrial Development Authority is seeking to voluntarily annex approximately 22.6 acres of property along S. Rob O'Brian Way and E. 26th St. into the City of Joplin. The intent would be for this property to be developed for future commercial or industrial development. Utilities already service the area.

Staff recommends approval of Case 010-22.

ENCLOSURES

- Map of area to be annexed
- Application

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION
PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

VP JIDA

Tony W. Robyn

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 4th day of January 2022, before me appeared Tony W. Robyn, to me known to be the Vice President of Joplin Industrial Development Authority, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said his acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

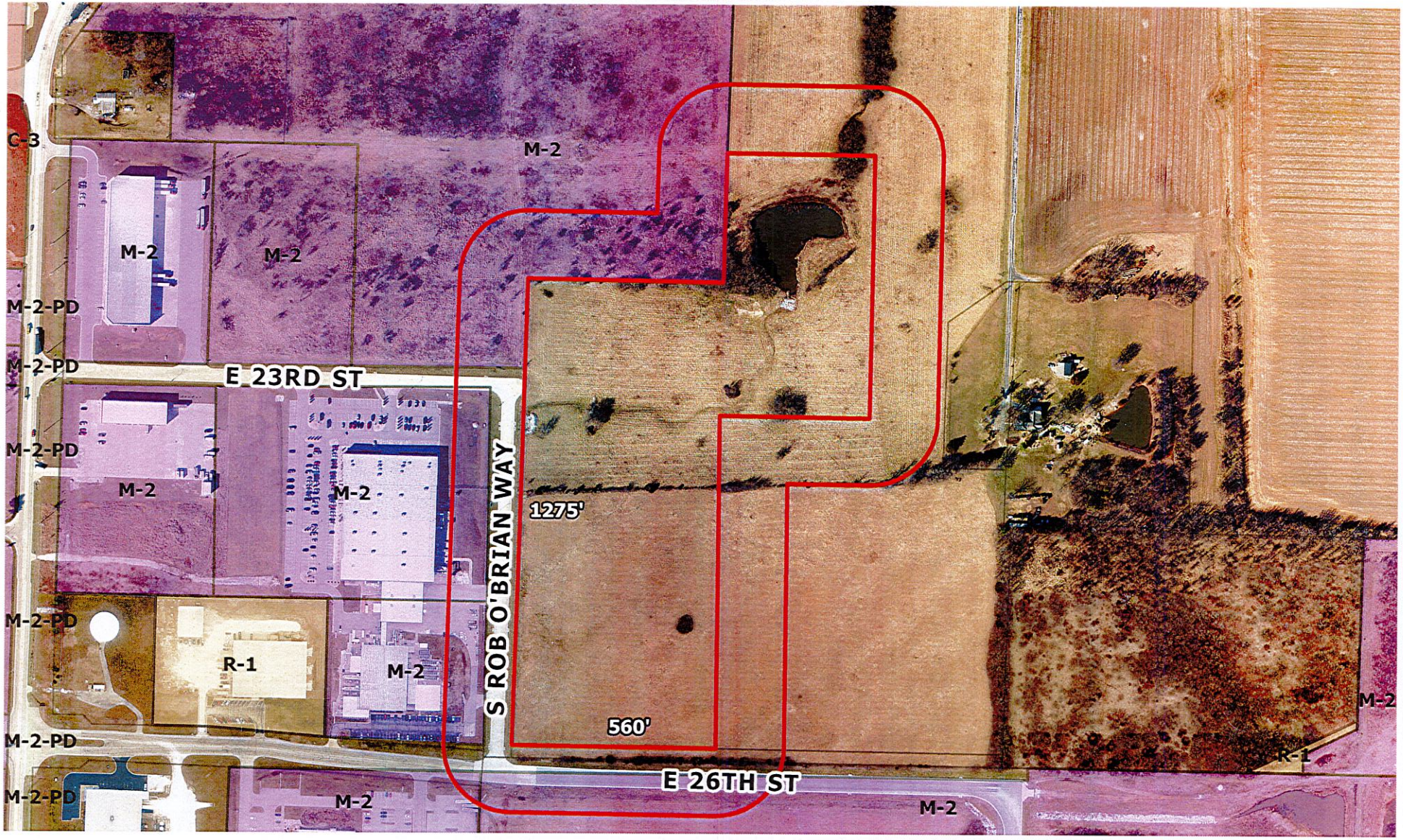
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

My commission expires: 6-29-2024.

Lindsay J. Dunn
LINDSAY J. DUNN Notary Public

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
MY COMMISSION EXPIRES 6-29-2024
JASPER COUNTY
STATE OF MISSOURI

Case 010-22: Northeast corner of S. Rob O'Brian Way & E. 26th St. - Annexation



Case 010-22: Northeast corner of S. Rob O'Brian Way & E. 26th St. - A request to voluntarily annex property into the City of Joplin – Joplin Industrial Development Authority

N

0 150 300 600 900 1,200 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: CB 2022-253 - Annexation

MEETING DATE:
March 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 010-22: Northeast corner of S. Rob O'Brian Way & E. 26th St. - A request to voluntarily annex property into the City of Joplin – Joplin Industrial Development Authority.

BACKGROUND:
The Joplin Industrial Development Authority is seeking to voluntarily annex approximately 22.6 acres of property along S. Rob O'Brian Way and E. 26th St. into the City of Joplin. The intent would be for this property to be developed for future commercial or industrial development

PLANNING & ZONING COMMISSION TESTIMONY:
The Joplin Industrial Development Authority is seeking to voluntarily annex approximately 2 acres of property along S. Prigmor Ave. into the City of Joplin. The intent would be for this property to be developed as part of a larger tract for future commercial development.

PUBLIC COMMENT:
None.

RECOMMENDATIONS:
Staff recommends approval for Case 010-22.
Planning & Zoning Commission recommends approval for Case 010-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2022-253, Staff Planning Report, P&Z Commission Minutes

P & Z Case 010-22
JIDA
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-253 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located Northeast corner of S. Rob O'Brian Way and E. 26th Street., Joplin, Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

A tract of land in the SE-1/4 of the NW-1/4 of Section 14, T27N, R32W of the 5th Principal Base and Meridian in Jasper County, Missouri, being more fully described as follows: Commencing at the West Quarter Corner of said Section 14; thence S 88°50'48"E, 1329.20 feet to the Southwest corner of said SE-1/4 of the NW-1/4, the Point Of Beginning; thence N 01°41'01"E, 1314.72 feet to the Northwest corner of said SE-1/4 of the NW-1/4; thence S 88°51'28"E along the North line thereof, 531.98 feet to the Southwest corner of the East 3/5 of the NE-1/4 of the NW-1/4; thence S 01°41'48"W, 1314.82 feet to a point on the South line of said SE-1/4 of the NW-1/4; thence N 88°50'48"W, 531.68 feet to the Point Of Beginning. Containing 16.05 acres, more or less. Basis Of Bearings: Missouri State Plane Coordinate System of 1983, West Zone. A tract of land in the E-1/2 of the NW-1/4 of Section 14, T27N, R32W of the 5th Principal Base and Meridian in Jasper County, Missouri, being more fully described as follows: Commencing at the West Quarter Corner of said Section 14; thence S 88°50'48"E along the Quarter Section line, 1860.88 feet; thence N 01°41'48"E, 930.16 feet to

the Point Of Beginning; thence N 01°41'48”E, 384.66 feet to the Southwest corner of the East 3/5 of the NE-1/4 of the NW-1/4; thence N 01°41'48”E along the West line of said East 3/5, a distance of 335.39 feet; thence S 88°48'07”E, 400.00 feet; thence S 01°41'48”W, 719.95 feet; thence N 88°49'02”W, 400.00 feet to the Point Of Beginning. Containing 6.61 acres, more or less. Basis Of Bearings: Missouri State Plane Coordinate System of 1983, West Zone.

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 011-22: 2502, 2508, and 2510 N. Range Line Rd. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial) for future commercial development. – The Lee Family Ltd. Partnership

Keegan Stanton stated that it appears no one is here for this case and can give you some background. The request was referred from the use of this property was not in conformance with C-1 and requested C-3 zoning. The uses across the street are in Webb City, but they are equivalent to the C-3 District in Joplin.

Mr. Eastman wanted to know if there was any opposition from the properties to the west?

Mr. Stanton stated that we have not received any.

Mr. Eastman asked if there was anyone in the audience to speak in favor of this case? There was not. There was no one to speak in opposition.

MS. STEELE MOVED, SECONDED BY MS. PHILLIPS THAT CASE 011-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: February 14, 2022
City Council Meeting: March 7, 2022

STAFF PLANNING REPORT
Rezoning

CASE 011-22 A request to remove from District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial)

LOCATION 2502, 2508, and 2510 N. Range Line Rd.

APPLICANT Lee Family Ltd. Partnership

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Vacant Commercial Space	Approx. 1.78 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-O	Out of City Limits	C-1-PD	R-1
Land Use	Auto Services	Commercial	Vacant	Single-family Residential

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Range Line Rd.	Arterial	90'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future retail commercial, C-3 zoning is appropriate to coincide with that designation. This request also meets the recommendation for infill development in the Comprehensive Plan.

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

The current zoning of C-1 is suitable for the property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The requested zoning is in line with existing commercial uses along this portion of the Range Line corridor and with existing commercial zoning. Buffer requirements will be required for any new development or redevelopment of the site along the West property line that abuts residential zoning.

DISCUSSION

This request to rezone to C-3 is for future commercial development. Nearby property will not be detrimentally affected by this rezoning. Buffer requirements are in the zoning code to protect less intense zoning classifications. Range Line Rd's arterial status is an appropriate context for C-3 Commercial zoning. This corridor of N. Range Line is also undergoing transition from less-intense zoning at the C-1 and C-O districts to C-3, moving south to north.

The request is found to be consistent with the Comprehensive Plan and Future Lan Use Map.

Staff recommends approval of Case 011-22.

ATTACHMENTS

- Application
- Map

C10

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 011-22
Filing Fee: $550.00
Date Advertised: 1-29-21
Date Notices Sent 1-24-21
Public Hearing Date: 2-14-22

APPLICANT: The Lee Family Ltd Partnership PHONE:
ADDRESS: 2714 Bell Shoals Rd. Brandon, FL 33155 EMAIL:

OWNER: Same As Above PHONE: 417-499-5550
ADDRESS: EMAIL: Micki Keaus@aol.com

X LOCATION/ADDRESS OF PROPERTY: 2502, 2508, 2510 Rangeline Rd Joplin, MO 64801

Present Zoning C-1 Requested Zoning: C-3 Acreage:
Present Use of Property: Auto Sales

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Glass Shop - Auto Repair	C-1
South	Turkey Creek -	
East	Strip Mall - Tire Shop	
West	Homes ?	

Character of the Neighborhood: Commercial - Business -

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? yes
   If yes, explain: City Said it was always to be a C-3 on Main Road like Rangeline. it was a City oversight

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

12/10/2021 MK

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

HAS 3 entrances off Rangeline 2 private 1 - State.

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

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

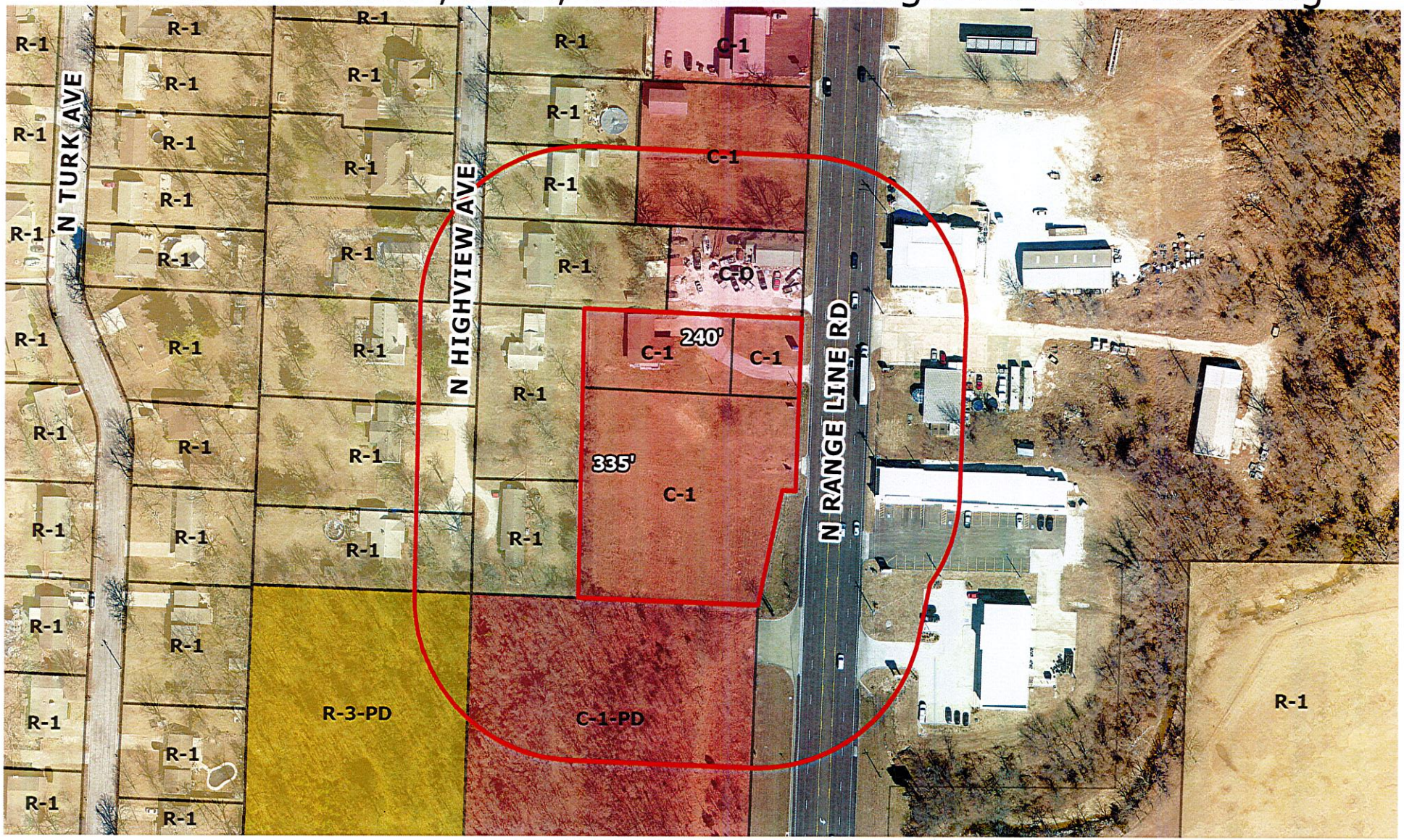
SIGNATURE: Mina M Jones DATE: 12/10/2021

TITLE: _____

3 Lots - Legal Discription or TAX's included

12/10/2021 MK

Case 011-22: 2502, 2508, and 2510 N. Range Line Rd. - Rezoning



Case 011-22: 2502, 2508, and 2510 N. Range Line Rd. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial) for future commercial development. – The Lee Family Ltd. Partnership

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-254 – Rezone C-1 to C-3.

MEETING DATE:
March 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 011-22: 2502, 2508, and 2510 N. Range Line Rd. – A request to remove from District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial) for future commercial development. – The Lee Family Ltd. Partnership.

BACKGROUND:
This request is consistent with the Comprehensive Plan. The future land use map does indicate future retail commercial, C-3 zoning is appropriate to coincide with that designation This request to rezone to C-3 is for future commercial development. Nearby property will not be detrimentally affected by this rezoning. Buffer requirements are in the zoning code to protect less intense zoning classifications

PLANNING & ZONING COMMISSION TESTIMONY:

Keegan Stanton stated that it appears no one is here for this case and can give you some background. The request was referred from the use of this property was not in conformance with C-1 and requested C-3 zoning. The uses across the street are in Webb City, but they are equivalent to the C-3 District in Joplin.

Mr. Eastman wanted to know if there was any opposition from the properties to the west?

Mr. Stanton stated that we have not received any.

PUBLIC COMMENT; None.

RECOMMENDATIONS:
Staff recommends approval for Case 011-22.
Planning & Zoning Commission recommends approval for Case 011-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2022-254, Staff Planning Report, P&Z Commission Minutes

P & Z Case 011-22
The Lee Family Ltd. Partnership
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-254 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 (Neighborhood Commercial) and including in District C-3 (Commercial) property as described below and located at 2502, 2508, and 2510 N. Range Line Rd., City of Joplin, Jasper County, Missouri.

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

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

Beginning at a pint 373 feet East of the Northwest Corner of the North Half of the East Half of the South Half of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section 36, T-28-N, R-33-W, thence South 89 degrees, 43 minutes, 30 seconds East 152.15 feet to a point being 68.00 feet east of the Northwest Corner of Miscellaneous Tract 21, thence South 90.75 feet, thence North 89 degrees, 43 minutes, 30 seconds West parallel to the north line of Miscellaneous Tract 24, 152.15 feet, thence North 90.75 feet to the point of beginning, all in the City of Joplin, Jasper County, Missouri, being a part of Miscellaneous Tracts 21 and 24 and Tract 1 Commencing at the Northeast Corner of the South Half of the Northeast Quarter of the Northeast Quarter of Section 36, Township 28 North, Range 33 West, thence North 89 degrees 43 minutes 30 seconds West 45.00 feet to the point of beginning, said point being on the west right-of-way of Range Line Road, thence South along said right-of-way 5 ½ rods, (90.75 feet), to the north line of the South Half of the Northeast Quarter of said Section, thence South 89 degrees 43 minutes 30 seconds East 85.00 feet to the point of beginning, being part of Miscellaneous Tract 21 in the City of Joplin, Jasper County, Missouri, subject to an access easement along the South 32 feet thereof and except any part taken or deeded for road purposes. Subject to an easement for ingress and egress 32 feet in width along the southerly property line of the above described property as access to North Range Line Road for the property immediately west of and contiguous to the above described property. Tract 2 All of the Miscellaneous Tract 24 in Section 36, Township 28, Range 33 in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, EXCEPT Beginning at the Northwest corner of Miscellaneous Tract 24; thence East 373.0 feet; thence South 325.4 feet; thence West 373.75 feet; thence North 325.8 feet to the point of beginning, AND EXCEPT Beginning 373.0 feet East of the Northwest corner of Miscellaneous Tract 24; thence East to the Northwest corner of Miscellaneous Tract 21, thence South 90.75 feet to the Southwest corner of Miscellaneous Tract 21; thence West and parallel to the North line of Miscellaneous Tract 24 to a point directly South of the point of beginning, and EXCEPT any interest taken or deeded for road,

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Mr. Eastman abstained from this case.

Case 012-22: 2023, 2047, 2101, & 2121 S. Highview Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development. – Brad Fagan

Brad Fagan, 1002 Carrington Terrace, Joplin, MO. I am the property own for all the above properties. The post-tornado city comprehensive plan concluded that commercial development is the best use for land located from south Highview east to South Rangeline Road, including the four parcels in the rezoning request. Properties to the north, east, and south of the subject four parcels are zoned commercial. The properties to the west are residential and have been buffered by south Highview Avenue. One residential property, at 2131 South Highview, abuts the subject parcels. There are options for creating a buffer between Commercial and Residential properties.

The four parcels have been listed as "for sale" since 2012 with no interest as currently zoned. Bringing the four parcels into compliance with the City Comprehensive Plan and facilitate a potential sale for commercial use by reducing the time required to complete commercial development.

Mr. Kimble asked if Mr. Fagan knew what the use would be for this property would be?

Mr. Fagan stated as he noted there has only been one inquiry since the first of the year. They are interested in Commercial property not residential. They did not reveal a great deal of what the property would be used for. Described to Mr. Fagan as a family entertainment enterprise.

Mr. Kimble had a question for Mr. Stanton. Depending on how much traffic a commercial enterprise may pull in, how well suited is south Highview for the added traffic?

Mr. Stanton stated Highview Ave. right now is 60 feet of right-of-way. It is built mostly in line with what you would expect for a local classified street. Our code does require a butting commercial uses to do cross access agreements. The goal with any type of commercial development would be to keep traffic off Highview by extending these cross-access agreements, so there would be access from Rangeline through some of these businesses to the east. That would be the key part to limiting traffic.

Ms. Phillips had a question for Mr. Stanton in reference to buffering. How is the buffer going to work in this situation, with the residential being across the street?

Mr. Stanton stated the code has three types of buffering that can be implemented. Usually, what you see along right-of-way is more of a landscape buffering, possibly a hedge row, trees, and fence vegetation. There is a number of ways it could be done.

Mr. Kimble asked if there was anyone in the audience to speak in favor of this case? There was not.
Is there anyone that would like to speak against Case 012-22?

Sarah Baum Coleman, 2131 S Highview, Joplin, MO. I have been in my house at the corner of 22nd and Highview for 21 years. All the property we are talking about is next to me and in the back of me. This is the third time I have had to defend my property; we have to stop and think about not just my home but the homes across the street from me. Brand new, beautiful homes, expensive homes with families. If the change happens it will bring dangerous traffic, crime, and the value of our homes down to nothing.

Mr. Kimble asked if there were any questions for Ms. Baum Coleman? There was not.

Tyson Schmit, 2120 Highview, Joplin, MO. We were very displeased and have been with the signs that have been up for years advertising this land as commercial property before it really is commercial property. Commercial property is a very big concern for us on Highview due to families with children.

Mr. Kimble wanted to know if there were any other questions?

Ms. Phillips asked are these homes owner occupied or rentals?

Mr. Schmit stated that as far as he knows everyone on our side of the street, west side, are owner occupied.

Ms. Phillips stated that out of 12 residential properties we have three in opposition?
Mr. Stanton stated that we have received two formal protest petitions.

Mr. Phillips stated that the whole block from 22nd to 20th Street, was always parceled like this. Were their houses there before the tornado.

Mr. Stanton stated that he would have to look on the original plat.

Mr. Kimble asked if there were any other questions? There were not. There wasn't anyone else to speak in opposition.

Ms. Phillips asked if she could ask staff one more question? Mr. Kimble stated she could. What was the thinking back in the day when it was decided in the Comprehensive Plan it should be commercial?

Mr. Stanton stated he was not here in 2012. Mr. Bolander will be able to give more details on the thought process.

Mr. Bolander stated the Comprehensive Plan, Future Land Use Map has shown this as commercial property, everything from Rangeline to Highview, not only this Comprehensive Plan, but also the one previously. These properties will not market for single family homes. Right now, they are zoned R-1, and no one has taken the opportunity to purchase the lots and rebuild single family homes on the lots. The question is to this group what the best use of this land is.

Ms. Steele wanted to know that the property is not being rezone for duplexes or apartment building. Would it be easier for the neighbors across the street for the property to be zoned a different commercial use?

Mr. Kimble asked if there were any more questions?

Mr. Stanton stated in case it was missed during Troys words. You may consider a less intense commercial district or a high intensity residential district. The board may amend the request.

Mr. Steele stated she would like to amend the request to C-3-PD.

Mr. McCullough stated that he noticed on 22nd St. on both sides it is zoned C-1-PD.

Ms. Phillips wanted to know what the PD gets us?

Mr. Bolander stated whatever is built there in the future, the site plan must come before this body for review as well as City Council.

MS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 012-22 BE AMENDED TO C-1-PD. MOTION DENIED WITH MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (0 IN FAVOR, 1 ABSTAIN, 5 NAY, 1 ABSENT)

Mr. Fagan stated that if you're going to amend my request, I would like to withdraw the application. He also stated that he would accept a zoning of C-3-PD.

Mr. Bolander stated that C-3-PD stands the same as C-3, but the site plans must come back to this body and City Council for review.

Mr. Fagan agreed to having the property rezoned to C-3-PD.

MS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 012-22 BE AMENDED TO C-3-PD. MOTION APPROVED WITH MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (5 IN FAVOR, 1 ABSENT, 1 ABSTAIN)

MS. STEELE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 012-22 BE AMENDED TO C-3-PD. AND FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION APPROVED WITH MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (5 IN FAVOR, 1 ABSENT, 1 ABSTAIN)

Z&P Meeting: February 14, 2022
City Council Meeting: March 7, 2022

STAFF PLANNING REPORT
Rezoning

CASE 012-22 A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial)

LOCATION 2023, 2047, 2101, & 2121 S. Highview Ave.

APPLICANT Brad Fagan

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 3.5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	C-3, C-3-PD	C-1-PD, R-1	R-1
Land Use	Vacant	Commercial	Vacant, Single-family Residential	Single-family Residential

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Highview Ave.	Local	60'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future retail commercial, C-3 zoning is appropriate to coincide with that designation. This request also meets the recommendation for infill development in the Comprehensive Plan.

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

The current zoning of R-1 is suitable for this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The requested zoning is in line with existing commercial uses along this portion of the Range Line corridor and with existing commercial zoning. Buffer requirements will be required for any new development or redevelopment of the site along any property line that abuts residential zoning. Generally, screening is required along right-of-way as well where residential uses lie across the street from commercial.

DISCUSSION

This request to rezone to C-3 is for future commercial development. Nearby property will not be detrimentally affected by this rezoning. Buffer requirements are in the zoning code to protect less intense zoning classifications. Range Line Rd's arterial status is an appropriate context for C-3 Commercial zoning. Likely, any commercial development here would be an extension of existing uses and property fronting Range Line Rd., however it would still be possible for new commercial uses to locate here without Range Line access should the rezoning be approved.

The request is found to be consistent with the Comprehensive Plan and Future Lan Use Map, which shows Retail Commercial uses between Range Line Rd. and Highview Ave.

Staff recommends approval of Case 012-22.

ATTACHMENTS

- Application
- Map

RECEIVED
1-7-22

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 012-22
Filing Fee: $550.00
Date Advertised: 1-29-21
Date Notices Sent 1-24-21
Public Hearing Date: 2-14-22

APPLICANT: Brad Fagan PHONE: (417) 850-6498
ADDRESS: 1002 Carrington Terrace, Joplin, MO 64804 EMAIL: ebf@faganelectric.com

OWNER: Fagan Holdings and Investments, Inc. PHONE: (417) 850-6498
ADDRESS: 313 West 13th Street, Joplin, MO 64804 EMAIL: ebf@faganelectric.com

LOCATION/ADDRESS OF PROPERTY: Four vacant lots known as 2023, 2047, 2101 and 2121 South Highview.
See attached Survey and Description by Tri-State Engineering dated 10-31-2013.

Present Zoning R-1 Requested Zoning: C-3 Acreage: 3.5
Present Use of Property: Vacant lots

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial	C-3
South	Commercial and Residential	C-3 and R-1
East	Commercial	C-3
West	Residential	R-1

Character of the Neighborhood: Commercial except for one residential lot at the N.E. corner of Highview and East 22nd and residential properties on the West side of Highview

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No.
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes.
   If yes, explain: The four lot parcel is in an area designated for future commercial development.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes. See City of Joplin Development Policies.
2. Consistent with Future Land Use Map? Yes. See City of Joplin Future Land Use Map.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: South Highview
2. Classification of Street(s):
   Arterial_____ Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR: Not Applicable.

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

The City of Joplin Planning Department has determined that commercial development is the best use for the area that the four-lot parcel is located in.

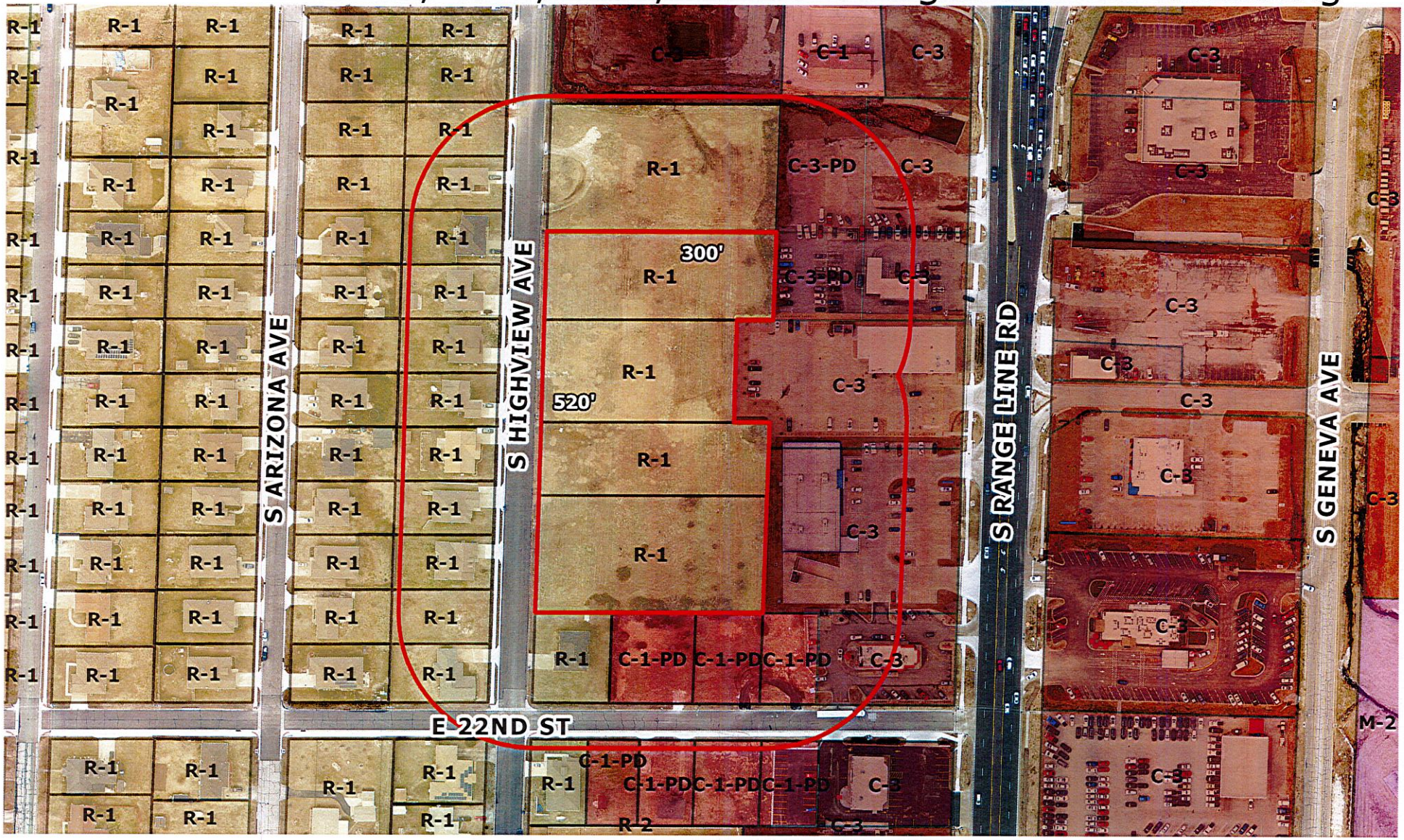
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

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

SIGNATURE: Brad Fagan DATE: January 7, 2022

TITLE: President

Case 012-22: 2023, 2047, 2101, & 2121 S. Highview Ave - Rezoning



Case 012-22: 2023, 2047, 2101, & 2121 S. Highview Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development. – Brad Fagan

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-255 – Rezone R-1 to C-3-PD.

MEETING DATE:
March 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 012-22: 2023, 2047, 2101, & 2121 S. Highview Ave. – A request to remove from District R-1 (Single-family Residential) and include in District C-3 (Commercial) for future commercial development. – Brad Fagan.

BACKGROUND:
This request is consistent with the Comprehensive Plan. The future land use map does indicate future retail commercial, C-3 zoning is appropriate to coincide with that designation. The change in zoning will not be detrimental to nearby property. The requested zoning is in line with existing commercial uses along this portion of the Range Line corridor and with existing commercial zoning. Buffer requirements will be required for any new development or redevelopment of the site along any property line that abuts residential zoning.

PLANNING & ZONING COMMISSION TESTIMONY:
Brad Fagan, 1002 Carrington Terrace, Joplin, MO. I am the property own for all the above properties. The post-tornado city comprehensive plan concluded that commercial development is the best use for land located from south Highview east to South Rangeline Road, including the four parcels in the rezoning request. Properties to the north, east, and south of the subject four parcels are zoned commercial. The properties to the west are residential and have been buffered by south Highview Avenue. One residential property, at 2131 South Highview, abuts the subject parcels. There are options for creating a buffer between Commercial and Residential properties

The four parcels have been listed as "for sale" since 2012 with no interest as currently zoned. Bringing the four parcels into compliance with the City Comprehensive Plan and facilitate a potential sale for commercial use by reducing the time required to complete commercial development.

Mr. Kimble asked if Mr. Fagan knew what the use would be for this property would be?

Mr. Fagan stated as he noted there has only been one inquiry since the first of the year. They are interested in Commercial property not residential. They did not reveal a great deal of what the property would be used for. Described to Mr. Fagan as a family entertainment enterprise.

Mr. Kimble had a question for Mr. Stanton. Depending on how much traffic a commercial enterprise may pull in, how well suited is south Highview for the added traffic?

Mr. Stanton stated Highview Ave. right now is 60 feet of right-of-way. It is built mostly in line with what you would expect for a local classified street. Our code does require a butting commercial uses to do cross access agreements. The goal with any type of commercial development would be to keep traffic off Highview by extending these cross-access agreements, so there would be access from Rangeline through some of these businesses to the east. That would be the key part to limiting traffic

Ms. Phillips had a question for Mr. Stanton in reference to buffering. How is the buffer going to work in this situation, with the residential being across the street?

Mr. Stanton stated the code has three types of buffering that can be implemented. Usually, what you see along right-of-way is more of a landscape buffering, possibly a hedge row, trees, and fence vegetation. There is a number of ways it could be done.

PUBLIC COMMENT;

Sarah Baum Coleman, 2131 S Highview, Joplin, MO. I have been in my house at the corner of 22nd and Highview for 21 years. All the property we are talking about is next to me and in the back of me. This is the third time I have had to defend my property; we have to stop and think about not just my home but the homes across the street from me. Brand new, beautiful homes, expensive homes with families. If the change happens it will bring dangerous traffic, crime, and the value of our homes down to nothing.

Mr. Kimble asked if there were any questions for Ms. Baum Coleman? There was not.

Tyson Schmit, 2120 Highview, Joplin, MO. We were very displeased and have been with the signs that have been up for years advertising this land as commercial property before it really is commercial property. Commercial property is a very big concern for us on Highview due to families with children.

Ms. Phillips asked are these homes owner occupied or rentals?

Mr. Schmit stated that as far as he knows everyone on our side of the street, west side, are owner occupied.

Ms. Phillips asked if she could ask staff one more question? Mr. Kimble stated she could.
What was the thinking back in the day when it was decided in the Comprehensive Plan it should be commercial?

Mr. Stanton stated he was not here in 2012. Mr. Bolander will be able to give more details on the thought process.

Mr. Bolander stated the Comprehensive Plan, Future Land Use Map has shown this as commercial property, everything from Rangeline to Highview, not only this Comprehensive Plan, but also the one previously. These properties will not market for single family homes. Right now, they are zoned R-1, and no one has taken the opportunity to purchase the lots and rebuild single family homes on the lots. The question is to this group what the best use of this land is.

Mr. Fagan stated that if you're going to amend my request, I would like to withdraw the application. He also stated that he would accept a zoning of C-3-PD.

Mr. Bolander stated that C-3-PD stands the same as C-3, but the site plans must come back to this body and City Council for review.

Mr. Fagan agreed to having the property rezoned to C-3-PD.

RECOMMENDATIONS:
Staff recommends approval for Case 012-22.
Planning & Zoning Commission recommends approval for Case 012-22 (5 Favor, 0 Nays, 1 Absent, 1 Abstained)

ATTACHMENTS
CB 2022-255, Staff Planning Report, P&Z Commission Minutes

P & Z Case 012-22
Brad Fagan
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-255 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-Family Residential) and including in District C-3-PD (Planned Development Commercial) property as described below and located at 2023- 2047, 2101 & 2121 S. Highview Ave., City of Joplin, Jasper County, Missouri.

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

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

As Book 1307 Page 1242 (2023 Highview Avenue) All of Lot Fourteen (14) in Kindred's Subdivision to the City of Joplin, Missouri, also known as 2023 Highview. Book 2269 Page 1735 (2047 S. Highview Avenue) All of Lot Numbered Thirteen (13) in Kindred's Sub-division in the City of Joplin, according to the recorded plat thereof, except the East Fifty (50') feet thereof. Book 1220 Page 479 (2101 S. Highview Avenue) All of the North 100 feet of Lot Numbered Twelve (12) in Kindred's Sub-division to the City of Joplin, Jasper County, Missouri according to the recorded plat thereof. Book 2054 Page 1215 (2121 S. Highview Avenue) All of Lot Numbered Twelve (12), except the North 100 feet, and all of Lot Numbered Eleven (11) in Kindred's Sub-division,

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Mr. Eastman abstained from this case.

Case 013-22: 2636 & 2642 E. 4th St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development. – Juston Mitchell

Ryan Flanagan, 6 Emeral Way, Joplin, MO, requesting a zoning change for those two parcels, it is in compliance and there are R-2 zoning in the area.

Mr. Kimble asked if there was anyone in the audience to speak in favor of this case? There was not. There was no one to speak in opposition.

MS. PHILLIPS MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 013-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (5 IN FAVOR, 1 ABSENT, 1 ABSTAIN)

Z&P Meeting: February 14, 2022
City Council Meeting: March 7, 2022

STAFF PLANNING REPORT
Rezoning

CASE 013-22 A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential)

LOCATION 2636 & 2642 E. 4th St.

APPLICANT Juston Mitchell

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.69 acres

SITE CONTEXT

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

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Low-density Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Highview Ave.	Local	60'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future low-density residential, R-2 zoning is appropriate to coincide with that designation. R-2 zoning permits single-family and two-family residential, both of which display characteristics of low-density residential uses. This request also meets the recommendation for infill development in the Comprehensive Plan.

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

The current zoning of R-1 is suitable for this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The requested zoning is in line with existing residential uses along this portion of E. 4th St. and with existing residential zoning. Buffer requirements will not be required.

DISCUSSION

This request to rezone to R-2 is for future duplex development. Nearby property will not be detrimentally affected by this rezoning. 4th St.'s collector status is an appropriate context for R-2 zoning. Existing duplex and multi-family developments along this portion of 4th St. are indicative of the appropriateness of this zoning and use.

The request is found to be consistent with the Comprehensive Plan and Future Lan Use Map, which shows Low-density Residential.

Staff recommends approval of Case 013-22.

ATTACHMENTS

- Application
- Map

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 013-22
Filing Fee: 550.00
Date Advertised: 1-29-21
Date Notices Sent 1-24-21
Public Hearing Date: 2-14-22

APPLICANT: JUSTIN MITCHELL PHONE: 417 529 3666
ADDRESS: 1550 EAST 4TH AVE ZIP: 64801
OWNER: JIM + PAMELA KING PHONE: 417 624 3431
ADDRESS: 4314 LOST CANYON SARASOTA FL ZIP: 34235
LOCATION OF PROPERTY: 2636 + 2644 E 4TH
LEGAL DESCRIPTION: JT TUBBS LOT 4, 5 + 6

Present Zoning R-1 Requested Zoning: R-2 Acreage:
Present Use of Property: VACANT LOTS

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	MIXED	R-1
South	RESIDENTIAL	R-1
East	R-3	R-3
West	R-3	R-3

CHARACTER OF THE NEIGHBORHOOD: MOSTLY MULTI FAMILY AND OLDER HOUSES

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

CONFORMANCE WITH COMPREHENSIVE PLAN:
1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.

TRAFFIC CONDITIONS:

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

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? YES
2. Properly Sized Street Right-of-Way? YES
3. Drainage Easements? NO
4. Utility Easements:
   Electricity? ON 4TH STREET
   Gas? AT STREET
   Sewers? ON PROPERTY
   Water? AT STREET
5. Additional Comments:
   LOTS ARE CLEARED + READY TO BUILD ON

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SUITABLE FOR DUPLEXES

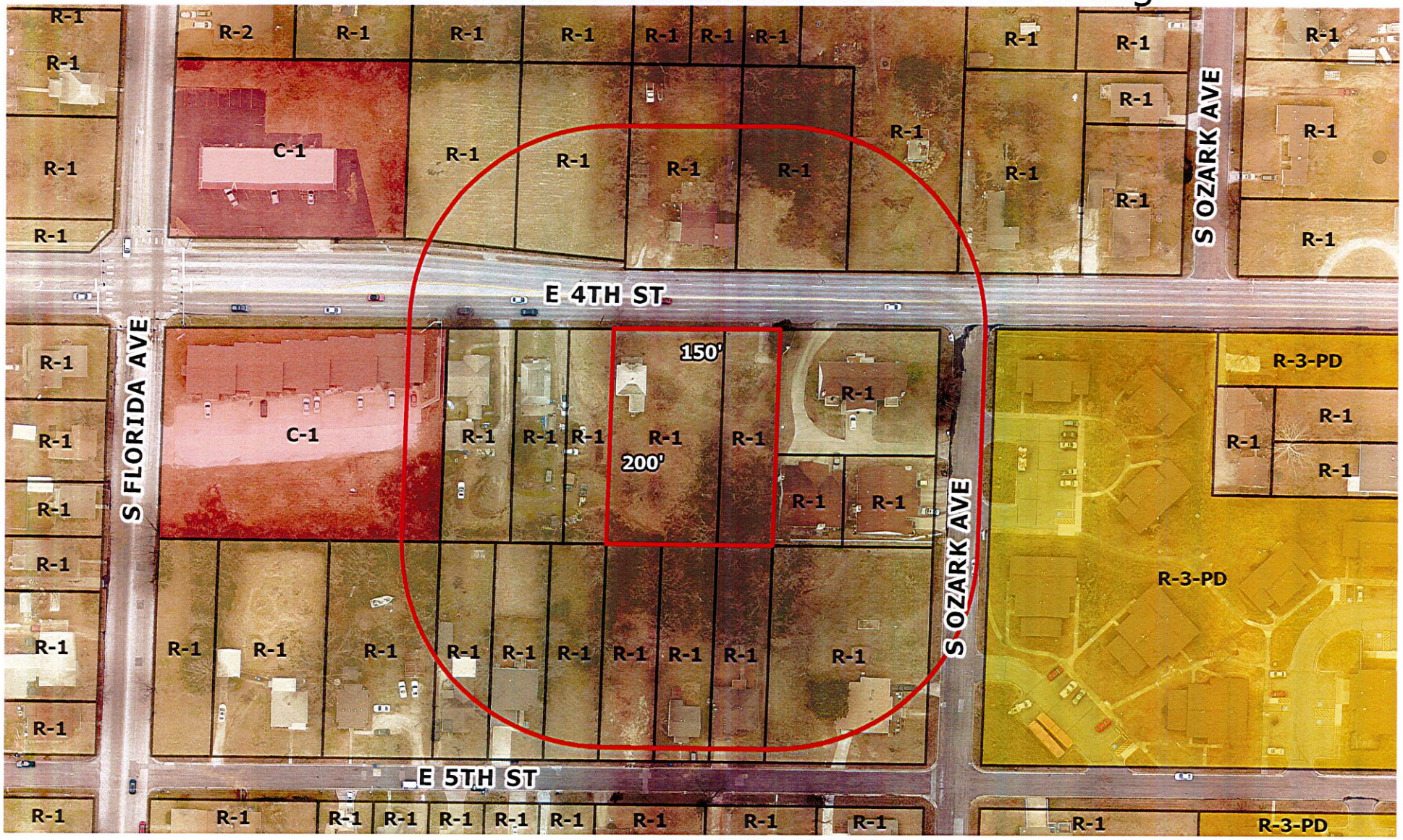
SIGNATURE: X Jim Anes DATE: 1-2-12

BY: JIM ANES

TITLE: OWNER

(Note: By signing this application you are signifying that you are either the legal owner of the subject property or are a legal representative of the owner or owners of the subject property.)

Case 013-22: 2636 & 2642 E. 4th St. - Rezoning



Case 013-22: 2636 & 2642 E. 4th St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development. – Juston Mitchell

N

0 50 100 200 300 400 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-256 – Rezone R-1 to R-2

MEETING DATE:
March 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 013-22: 2636 & 2642 E. 4th St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development. – Juston Mitchell

BACKGROUND:
This request is consistent with the Comprehensive Plan. The future land use map does indicate future low- density residential, R-2 zoning is appropriate to coincide with that designation. R-2 zoning permits single-family and two-family residential, both of which display characteristics of low-density residential uses. This request to rezone to R-2 is for future duplex development. Nearby property will not be detrimentally affected by this rezoning. 4th St.'s collector status is an appropriate context for R-2 zoning. Existing duplex and multi-family developments along this portion of 4th St. are indicative of the appropriateness of this zoning and use.

PLANNING & ZONING COMMISSION TESTIMONY:
Ryan Flanagan, 6 Emeral Way, Joplin, MO, requesting a zoning change for those two parcels, it is in compliance and there are R-2 zoning in the area.

PUBLIC COMMENT: None.

RECOMMENDATIONS:
Staff recommends approval for Case 013-22.
Planning & Zoning Commission recommends approval for Case 013-22 (5 Favor, 0 Nays, 1 Absent, 1 Abstain)

ATTACHMENTS
CB 2022-256, Staff Planning Report, P&Z Commission Minutes

P & Z Case 013-22
Justom Mitchell
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-256 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-Family Residential) and including in District R-2 (Two-family Residential) property as described below and located at 2636 &2642 E. 4th Street, City of Joplin, Jasper County, Missouri.

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

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

All of Lot Numbered Four (4), all of Lot Numbered Five (5), and all of Lot Numbered Six (6) in J.T. Turk's Subdivision to the City of Joplin, Jasper County, Missouri,

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 014-22: 721 Junge Blvd. – A request to declare property surplus – City of Joplin

Keegan Stanton, 692 S Main Street, Joplin, MO. A request to declare surplus property at 721 Junge Blvd. This property was acquired from Jasper Trustee in 2012 and most recently used as a community garden. Staff recommends striking this case, because at a closed session last month, City Council donated it to the school district.

MR. KIMBLE MOVED, SECONDED BY MS. STEELE THAT CASE 014-22 BE STRICKEN. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: February 14, 2022
City Council Meeting: March 7, 2022

STAFF PLANNING REPORT
Surplus Property

CASE 014-22 A request to declare property surplus.

LOCATION 721 Junge Blvd.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Vacant	Approx. 0.13 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-2	R-2	R-2
Land Use	Single-family Residential	Vacant	Junge Stadium	Railroad ROW

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. Junge Blvd.	Collector	110'
S. Jackson Ave.	Local	60'

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

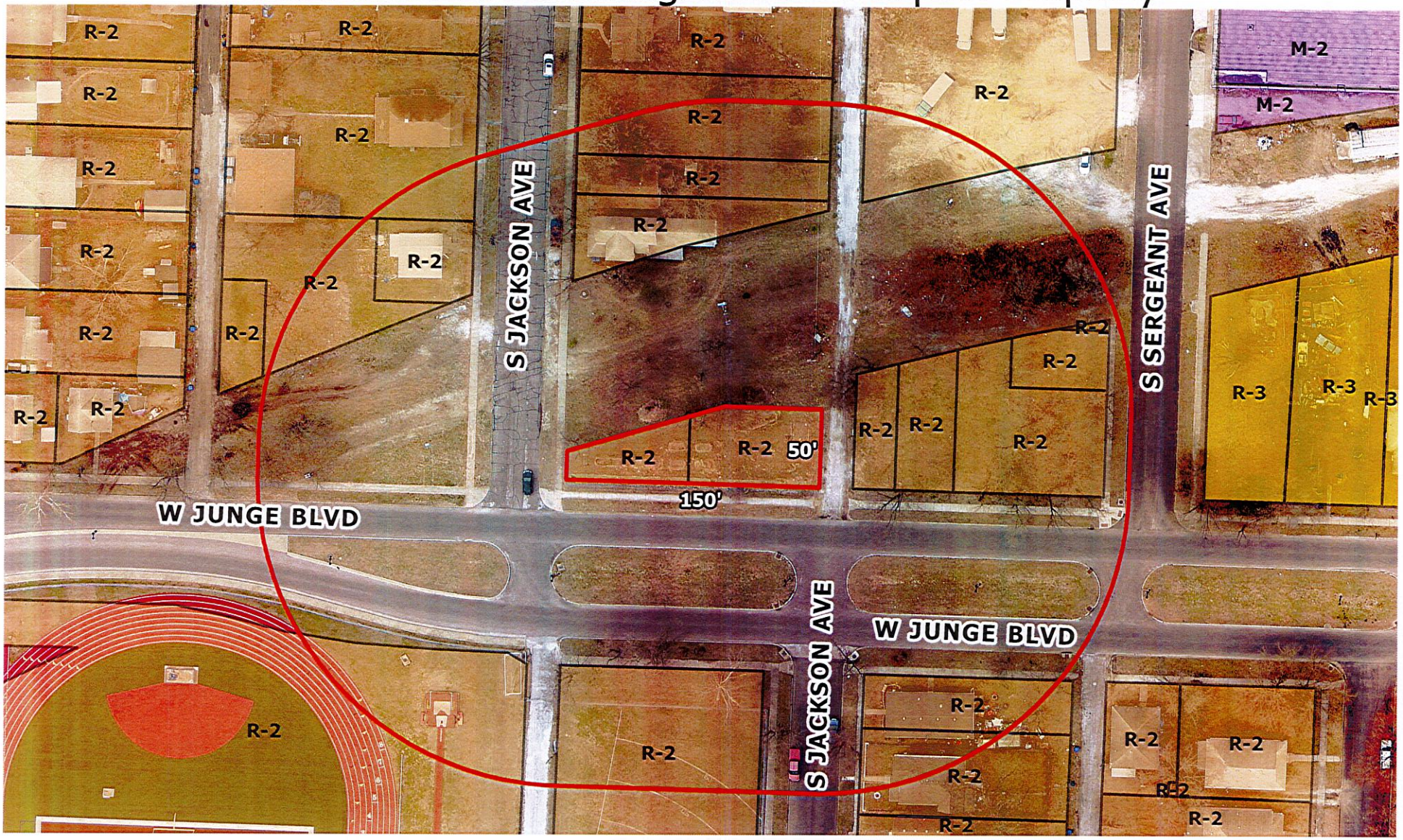
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from the Jasper County Trustee in June 2012 and was previously used as a community garden.

Staff recommends approval of Case 014-22.

Case 014-22: 721 Junge Blvd. - Surplus Property



Case 014-22: 721 Junge Blvd. – A request to declare property surplus – City of Joplin

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: Case 014-22 – Excess Property –.721 Junge Blvd.

MEETING DATE:
March 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 014-22: 721 Junge Blvd. – A request to declare property surplus – City of Joplin

BACKGROUND:
This property was acquired from the Jasper County Trustee in June 2012 and was previously used as a community garden.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 692 S Main Street, Joplin, MO. A request to declare surplus property at 721 Junge Blvd. This property was acquired from Jasper Trustee in 2012 and most recently used as a community garden. Staff recommends striking this case, because at a closed session last month, City Council donated it to the school district.

PUBLIC COMMENT; None

RECOMMENDATIONS:
Staff recommends approval for Case 014-22.
Planning & Zoning Commission recommends approval for Case 014-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Case 015-22: 1405, 1415, and 1419 E. 20th St. - A request to declare property surplus – City of Joplin.

Keegan Stanton, 692 S Main Street, Joplin, MO. Request to declare surplus property at the corner of 20th and New Hampshire. It does not have any usable frontage on 20th Street, however, we do recommend maintaining the current commercial designation. We did acquire this property from a private property owner in 2013 for the construction of the 20th Street viaduct. Staff recommends approval of this case.

Mr. Eastman asked if there was anyone in the audience to speak in favor of this case? There was not. There was no one to speak in opposition.

MS. PHILLPS MOVED, SECONDED BY MR. KIMBLE THAT CASE 015-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: February 14, 2022
City Council Meeting: March 7, 2022

STAFF PLANNING REPORT
Surplus Property

CASE 015-22 A request to declare property surplus.

LOCATION 1405, 1415, and 1419 E. 20th

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-O, C-1, C-1-PD	Vacant	Approx. 0.58 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-O	C-1	C-O-PD
Land Use	Single-family Residential	Office	Vacant	Vacant

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. New Hampshire Ave.	Local	50'
S. Kansas Ave.	Local	60'

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

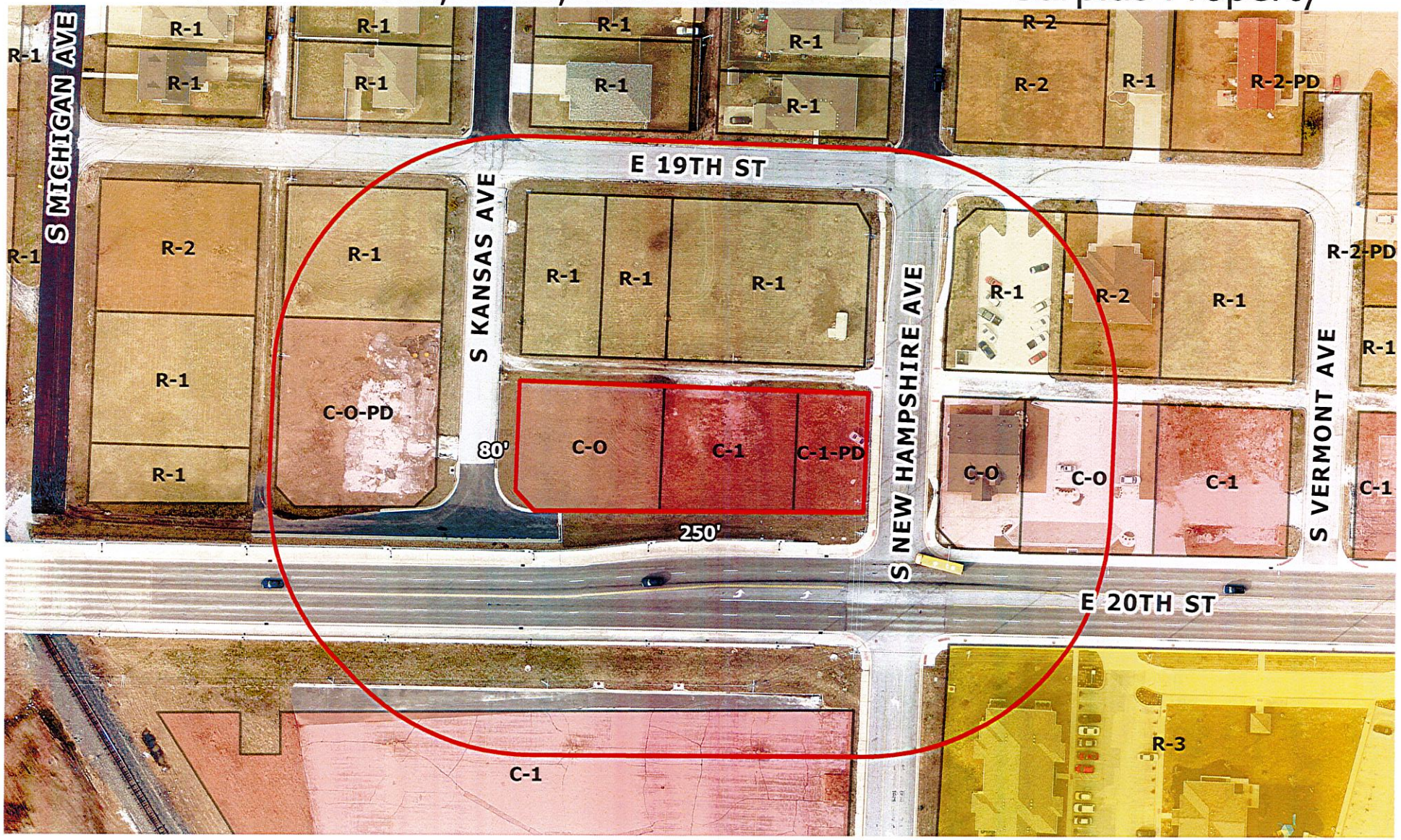
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from three private owners in September 2013 for the 20th St. viaduct construction.

Staff recommends approval of Case 015-22.

Case 015-22: 1405, 1415, and 1419 E. 20th St. - Surplus Property



Case 015-22: 1405, 1415, and 1419 E. 20th St. - A request to declare property surplus – City of Joplin

N

0 40 80 160 240 320 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: Case 015-22 – Excess Property – 1405, 1415, and 1419 E 20th Street.

MEETING DATE:
February 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 015-22: 1405, 1415, and 1419 E. 20th St. - A request to declare property surplus – City of Joplin.

BACKGROUND:
This property was acquired from three private owners in September 2013 for the 20th St. viaduct construction.

PLANNING & ZONING COMMISSION TESTIMONY:
Keegan Stanton, 692 S Main Street, Joplin, MO. Request to declare surplus property at the corner of 20th and New Hampshire. It does not have any usable frontage on 20th Street, however, we do recommend maintaining the current commercial designation. We did acquire this property from a private property owner in 2013 for the construction of the 20th Street viaduct.

PUBLIC COMMENT; None

RECOMMENDATIONS:
Staff recommends approval for Case 015-22.
Planning & Zoning Commission recommends approval for Case 015-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

JOPLIN CITY COUNCIL
FEBRUARY 22, 2022
MEETING MINUTES

CALL TO ORDER

The February 22, 2022 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Holly Nagy.

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

ROLL CALL

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

PRESENTATIONS

Joplin Area Chamber of Commerce Quarterly Presentation - presented by Mr. Tony Robyn.

Fire Station 7 Update was given by Mark Cannon.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

The City's Tree Limb and Brush Drop Off starts next month. The City will open the tree limb and brush drop-off site every third Friday and Saturday, with Friday, March 18 and Saturday, March 19 being the first dates. The site is open from 8:30 a.m. to 2 p.m. on both days.

The program is open the third Friday and Saturday of each month from March through October, unless there is a weather event that warrants another date being set. The drop-off site is located at 1702 North Schifferdecker Avenue, just six tenths of a mile north of Belle Center Road on the west side of Schifferdecker.

The National Weather Service in Springfield, Missouri will be offering four Virtual Storm Spotter Training times in upcoming weeks. The virtual training sessions are entirely free and open to new and seasoned spotters alike. The times are 7 to 8 p.m. on March 17; 10 a.m. to 11 a.m. on March 19; 1 to 2 p.m. on April 5 and 7 to 8 p.m. on April 12.

Interested persons can go to weather.gov/sgf/SkywarnSpotter for more information and to register for a date and time that works best for their schedules. If these times are not convenient, a recording will be available on Springfield's National Weather Service's Youtube page.

Residents can view various websites to learn what programs, and such are planned in upcoming weeks and months. These next few cold wintery days may be a good time to explore these virtually.

Joplin's convention and visitor's bureau can help with finding new places to visit in Joplin and surrounding area– their site is visitjoplinmo.com

Joplin's Empire Market, hosted by the Downtown Joplin Alliance, can introduce people to some different foods, arts, and crafts, among other things. Visit them on Facebook, at JoplinEmpireMarket. The market is open from 10 am. to 2 p.m. on Saturdays located on 931 East 4th Street.

If interested in learning something new or exploring fresh ideas, check out the Joplin Public Library. Located at 1901 East 20th Street, this facility is centrally located and offers many opportunities on site or online. Find out more at joplinpubliclibrary.org

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA

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

Minutes of February 7, 2022, City Council meeting.

COUNCIL BILL NO. 2022-104 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with United Plumbing, Inc., for the Private Side I & I Reduction Pilot Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2022-017**

COUNCIL BILL NO. 2022-250 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District R-2 (Two-Family Residential) property as described below and located at Northwest Corner of N. Oliver Ave. and W. A. St., City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-018**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-501

Mr. Lawson introduced Council Bill No. 2022-501 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Shaw that Council Bill No. 2022-501 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-019**.

COUNCIL BILL NO. 2022-502

Mr. Cortez introduced Council Bill No. 2022-502 - AN ORDINANCE approving a Contract by and between the City of Joplin and Segal to update the City's Rules and Regulations Manual; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. Lawson that Council Bill No. 2022-502 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-020**.

COUNCIL BILL NO. 2022-503

Mr. Monteleone introduced Council Bill No. 2022-503 - AN ORDINANCE adopting the Housing Revitalization Plan to be used as a guideline for Strategy One of the Action Plans to help Address Declining Neighborhoods; and amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021; and containing an emergency clause. Motion by Mr. Monteleone, second by Mr. Cortez that Council Bill No. 2022-503 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Monteleone, Reid Adams, Stanley, and Williams, 6. Nays: Stinnett, Shaw, Lawson, 3. The Council Bill was declared adopted and entitled **Ordinance No. 2022-021**.

COUNCIL BILL NO. 2022-602

Mr. Cortez introduced Council Bill No. 2022-602 - 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 Ninety-Three Thousand, Two Hundred and Fifty Dollars ($93,250.00); 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 Mr. Cortez, second by Mr. Copple that Council Bill No. 2022-602 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-022**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2022-105

Mr. Lawson introduced Council Bill No. 2022-105 - AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Two Hundred Fifty-Five Thousand and no/100 Dollars ($255,000.00) for the Turkey Creek Wastewater Treatment Facility (WWTF) Screw Pumps and Equipment Building, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Mr. Stinnett to pass Council Bill No. 2022-105 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2022-105**.

COUNCIL BILL NO. 2022-106

Mr. Copple introduced Council Bill No. 2022-106- AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Two Hundred Ninety-Three Thousand and no/100 Dollars ($293,000.00) for Shoal Creek Wastewater Treatment Facility (WWTF) Centrifuge and Boiler, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Copple, second by Mr. Cortez to pass Council Bill No. 2022-106 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2022-106**.

COUNCIL BILL NO. 2022-109

Mr. Stinnett introduced Council Bill No. 2022-109 - AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed amount of One Hundred Thirty Thousand and 00/100 dollars ($130,000.00) for engineering design services associated with the Tin Cup Trail bridge design; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Mr. Lawson to pass Council Bill No. 2022-109 on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0. The bill was read as **Council Bill No. 2022-109**.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Confirm Boards and Commissions Appointments

Motion by Mr. Cortez second by Mr. Monteleone to approve the following boards/commissions reappointments and new appointments. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

Reappointments:
Capital Improvement & Public Safety Sales Tax Oversight Committee
Charles McGrew
Gregg Wilkerson
Joplin Historical & Mineral Museum
Paula Callihan
Chad Stebbins

New Appointments:
Capital Improvement & Public Safety Sales Tax Oversight Committee
Trevor Frerer (replaced Les Cypret)
Todd Patterson (replaced Josh Bard)

CVB (Hotel)
Alisha Conner(replaced Brent Parker)

CVB (Restaurant)
Deena Beckham (replaced Kevin Mandarini)

Mr. Monteleone discussed the CAPS program.

Mr. Stinnett is interested in seeing the survey of downtown businesses regarding parklets.

Mr. Stinnett discussed parking spots for an area business 9th and 10th and Virginia.

Mr. Copple inquired about updates to the COVID dashboard. Mr. Copple would also like a Council discussion on addressing the Fire Department and Police Department retirement options without a loss of rank or pay.

The meeting was adjourned at 8:00 p.m.

Respectfully,

Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-105 – authorizing the acceptance of a work authorization by and between the City of Joplin and Allgeier, Martin and Associates Inc. for engineering consulting services for the Turkey Creek Wastewater Treatment Facility (WWTF) Screw Pumps and Equipment Building.

MEETING DATE
February 22, 2022

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2022-105 Ordinance; Agreement and Work Authorization

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

SUMMARY
This Council Bill is a work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc., for engineering consulting services not to exceed the amount of Two Hundred Fifty-Five Thousand and no/100 Dollars ($255,000.00) for Turkey Creek WWTF Screw Pumps and Equipment Building.

BACKGROUND
During the Budget process last year, city staff identified items that needed to be replaced. There are five intermediate screw pumps, this bill provides for replacing two of them. These screw pumps return activated sludge to the Oxidation ditches. These pumps were first emplaced in 1987. There has been some rehabilitation work during the past several years on these pumps, but they need to be replaced. Staff plans on replacing these two this year and the next three the following year.

Additionally, the second part of this project is to emplace an equipment building to help house certain equipment and vehicles to extend their life cycle to have additional equipment on hand in case of failure.

Allgeier Martin and Associates was selected as an on-call Engineering firm for Sanitary sewer.

FUNDING SOURCE
Wastewater

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

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer	
Department: Public Works		Department: Public Works	Phone: 417-680-7200
Phone: 417-624-0820, ex 584	Phone: 417-624-0820, ex 584	**2022 ON-CALL CONSULTANT-Allgeier Martin**	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 13th day of January, 2022, 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 projects 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

Dan Johnson

Assistant Director of Public Works

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: Chris Erisman

Printed Name: Chris Erisman

Title: First Vice President

Date: January 13, 2022

CITY OF JOPLIN, MISSOURI

By: David K Hertzberg

David Hertzberg, P.E.
Public Works Director

Date: 1/24/2022

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Lynden Lawson Assistant Director of Public Works for Operations		Attention: Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 584	Fax: 417-625-4738	Project: Turkey Creek WWTF Screw Pumps and Equipment Bldg.	

WORK AUTHORIZATION NUMBER AMA-OC-022-002
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-022-002 exceed the sum of Two Hundred Fifty Five Thousand and 00/100 Dollars ($255,000).

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 maintain adequate insurance coverage at all times during the term of

the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

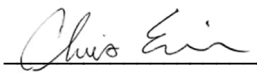
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Chris Erisman, P.E.

Title: _____

Date: 01/14/2022

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-022-002 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Turkey Creek WWTF Screw Pumps and Equipment Bldg.)

1. SERVICES

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

1.1 General

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

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

1.1.3 In general, the Project consists of the following:

1.1.3.1 Replacement of open flight screw pumps at the intermediate pumping structure and the addition of an equipment building onsite.

1.1.3.2 Design of improvements for integration at the existing facilities.

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

1.1.3.4 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part time with an estimated construction duration of 9 months.

1.2 Planning and Design Phases.

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

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

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

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

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

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

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

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

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

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

1.3 Bidding and Construction Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

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

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

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

ENGINEER.

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

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

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

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Following receipt of the Notice to Proceed:
Within 6 months design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER.
After OWNER approves design plans, contract documents, and specifications:
Anticipate 3 months to advertise, bid, award, and have fully executed contract documents.
Anticipate 9 months for construction of proposed improvements.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2022-2024"; with a total compensation ceiling of $255,000 as set forth in Work Authorization Number AMA–OC-022-002 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Survey	$7,000
Planning and Design Phase Engineering Services	$113,000
Bidding and Construction Phase Engineering Services	$59,000
Resident Project Representation Services	$76,000
Total Estimated Maximum Fee – All Services	$255,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

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

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

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NON-LABOR RATES

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

COUNCIL BILL NO. 2022-105 **ORDINANCE NO.**

AN ORDINANCE Authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Two Hundred Fifty-Five Thousand and no/100 Dollars ($255,000.00) for the Turkey Creek Wastewater Treatment Facility (WWTF) Screw Pumps and Equipment Building, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

.

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

Section 1. That the agreement by and between the City of Joplin and Allgeier Martin and Associates Inc. for engineering consulting services not to exceed the amount of Two Hundred Fifty-Five Thousand and no/100 Dollars ($255,000.00) for the Turkey Creek WWTF Screw Pumps and Equipment Building; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

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

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

_____, 2022 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2022-105

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2022-106 – authorizing the acceptance of a work authorization by and between the City of Joplin and Allgeier, Martin and Associates Inc. for engineering consulting services for Shoal Creek Wastewater Treatment Facility (WWTF) Centrifuge and Boiler.

MEETING DATE
February 22, 2022

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2020-106 Ordinance; Agreement and Work Authorization

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

SUMMARY
This Council Bill is a work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc., for engineering consulting services not to exceed the amount of Two Hundred Ninety-Three Thousand and no/100 Dollars ($293,000.00) for Shoal Creek WWTF Centrifuge and Boiler.

BACKGROUND
During the budget process, staff decided to replace the boiler at Shoal Creek because it is 30 years old and is outdated. Staff has provided maintenance on this boiler for the past several years and switched out tubing and Morrison plate (separates water from firing tubes). However, the boiler should be replaced as it is not functioning to full performance.

Staff has toured some plants which use the Centrifuge and this would perform the sludge drying stage more efficient than the belt thickener that is currently being used now at Shoal Creek. This will make it easier for crews to remove dry sludge and place it into the drying beds.

Allgeier Martin and Associates was chosen from the On-call Engineering list.

FUNDING SOURCE
Wastewater

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

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer	
Department: Public Works		Department: Public Works	Phone: 417-680-7200
Phone: 417-624-0820, ex 584	Phone: 417-624-0820, ex 584	**2022 ON-CALL CONSULTANT-Allgeier Martin**	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this 13th day of January, 2022, 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 projects 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

Dan Johnson

Assistant Director of Public Works

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

Leslie Haase, Director of Finance

APPROVED AS TO FORM

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: Chris Erisman

Printed Name: Chris Erisman

Title: First Vice President

Date: January 13, 2022

CITY OF JOPLIN, MISSOURI

By: David K Hertzberg

David Hertzberg, P.E.
Public Works Director

Date: 1/24/2022

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Lynden Lawson Assistant Director of Public Works for Operations		Attention: Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 584	Fax: 417-625-4738	Project: Shoal Creek WWTF Centrifuge and Boiler	

WORK AUTHORIZATION NUMBER AMA-OC-022-001
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 may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in *Exhibit A*, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-022-001 exceed the sum of Two Hundred Ninety Three Thousand and 00/100 Dollars ($293,000).

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 maintain adequate insurance coverage at all times during the term of

the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

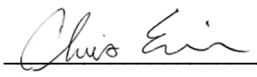
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Chris Erisman, P.E.

Title: _____

Date: 01/14/2022

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-022-001 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Shoal Creek WWTF Centrifuge and Boiler)

1. SERVICES

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

1.1 General

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

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

1.1.3 In general, the Project consists of the following:

1.1.3.1 Addition of a centrifuge for dewatering sludge at the sludge handling building and replacing the existing boiler at the anerobic digester complex.

1.1.3.2 Design of improvements for integration at the existing facilities.

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

1.1.3.4 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part time with an estimated construction duration of 9 months.

1.2 Planning and Design Phases.

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

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

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

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

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

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

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

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

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

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

1.3 Bidding and Construction Phase

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

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

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

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

ENGINEER.

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

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

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

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Following receipt of the Notice to Proceed:
Within 6 months design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER.
After OWNER approves design plans, contract documents, and specifications:
Anticipate 3 months to advertise, bid, award, and have fully executed contract documents.
Anticipate 9 months for construction of proposed improvements.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2022-2024"; with a total compensation ceiling of $293,000 as set forth in Work Authorization Number AMA–OC-022-001 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Survey	$8,000
Planning and Design Phase Engineering Services	$103,000
Bidding and Construction Phase Engineering Services	$60,000
Resident Project Representation Services	$122,000
Total Estimated Maximum Fee – All Services	$293,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

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

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

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NON-LABOR RATES

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

COUNCIL BILL NO. 2020-106 **ORDINANCE NO.**

AN ORDINANCE Authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consulting services not to exceed the amount of Two Hundred Ninety Three Thousand and no/100 Dollars ($293,000.00) for Shoal Creek Wastewater Treatment Facility (WWTF) Centrifuge and Boiler, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

.

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

Section 1. That the agreement by and between the City of Joplin and Allgeier Martin and Associates Inc. for engineering consulting services not to exceed the amount of Two Hundred Ninety-Three Thousand and no/100 Dollars ($293,000.00) for Shoal Creek WWTF Centrifuge and Boiler; a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

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

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

_____, 2022 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2022-106

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-109 – approving a Work Authorization AMA-OC-22-007 with Allgeier, Martin and Associates for professional engineering consulting services for the engineering design services associated with the Tin Cup Trail bridge design.

MEETING DATE
February 22, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2022-109, Work Authorization

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Allgeier, Martin and Associates in the not to exceed amount of One Hundred Thirty Thousand and 00/100 dollars ($130,000.00) for professional engineering consulting services for design services associated with the Tin Cup Trail bridge design.

BACKGROUND
The Parks and Stormwater Sales Tax was approved by voters in 2011. One of the items listed on the projects to be funded by the tax was the Tin Cup Trail. The Tin Cup Trail will provide over a mile of new trail along Tin Cup Creek, connecting the St. Johns Trail and the trails in McIndoe Park together. As part of the trail project, a pedestrian/bike bridge is to be constructed that will allow the south parking lot of the Joplin Family Y to be directly connected to the trail as a trailhead. Tin Cup Creek is a mapped stream; therefore, the bridge must remain outside of the floodway or meet certain criteria set by the Army Corps of Engineers.

City staff selected Allgeier, Martin and Associates from the City's list of on call consultants, for professional engineering consulting services for the design services associated with the Tin Cup Trail bridge design. The scope includes the design of the bridge and any supplemental stormwater calculations that may be required for permitting from the Corps. Allgeier, Martin and Associates will develop and design preliminary and final construction plans for the improvement. City staff reviewed the fees submitted by Allgeier, Martin and Associates for the engineering consulting services and found them to be within industry standards.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Parks and Stormwater Sales Tax.

RECOMMENDATION
Staff recommends approval of this bill on first reading.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Dan Johnson, P.E. Assistant Director of Public Works		Attention: Michael Atkinson, P.E. Vice President	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 538	Fax: 417-625-4738		

WORK AUTHORIZATION NUMBER AMA-OC-22-007
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-22-007 exceed the sum of One Hundred Thirty Thousand and no/100 Dollars ($130,000).

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 maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier Martin and Associates, Inc.

By: 

Printed Name: Michael Atkinson, P.E.

Title: Vice President

Date: February 15, 2022

CITY OF JOPLIN, MISSOURI

By: _____
David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-22-007 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Design Services Associated with the Tin Cup Trail Bridge Design)

1. SERVICES

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

1.1 General

1.1.1 ENGINEER shall perform professional planning and design services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning and design of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 The planning phase will consist of considerations and the selection of a pedestrian bridge to be installed over a tributary to Shoal Creek generally located near the south parking lot of the YMCA. Planning efforts will include working with City Staff to determine a location and type of pedestrian bridge that is desired by the City. For the purposes of this agreement, it is contemplated that the selected bridge will be a pre-engineered and manufactured structure.

1.1.3.2 Design of foundations, erosion control, geotechnical investigation and environmental permitting including Corps of Engineers and Floodplain Development Permit. In consideration of floodplain regulations, it is contemplated that the proposed structured will be constructed in the floodplain but will span the defined floodway.

1.1.3.3 Provide bidding and solicitation services from qualified bridge suppliers and contractors, including evaluation of bids.

1.1.3.4 Legal Descriptions and Exhibits: Prepare right of way exhibits, deeds and legal descriptions, if needed, for land required to construct fill for bridge approaches.

1.1.3.5 Preliminary data collected from pre-engineered pedestrian structures including foundations, earthwork and erosion control suggests an estimated construction cost of $320,000.

1.2 Design Phase.

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

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

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

1.2.3 Conduct hydrologic and hydraulic analysis to determine the length and height of the structure. It is understood that the location of the bridge is in a floodplain/floodway hazard area. Engineer will endeavor to evaluate and update available hydraulic models provided by FEMA for bridge design purposes. The fees provide for a complete hydraulic analysis is for one geometric alignment. If additional geometric alignments are requested for consideration, then engineer will remodel additional alignments for an additional cost for each evaluation as noted herein. The fees are based upon alignments that will either span the entire floodway or produce a "NO-Rise" condition. The costs associated for a LOMR are not included in the fee for this project and can be provided if requested.

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

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

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

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

1.2.8 Assist in the evaluation of lighting facilities and considerations for lighting expansion.

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

1.3 Bidding Phase

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

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Preparation of the 60% design shall be completed and submitted to OWNER 3 months after the receipt of the Notice to Proceed.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2021-2023"; with a total compensation ceiling of $130,000, as set forth in Work Authorization Number AMA–OC-22-007 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
Planning Phase Services (Paragraphs 1.1.3.1)	$21,240
Standard Project Engineering Services Design Phase and Geotechnical Engineering Services (Paragraphs 1.2.1 and 1.2.9)	$98,900

Bidding Phase Engineering Services (Paragraphs 1.3.1 and 1.3.4)	$9,860
Total Estimated Maximum Fee – All Services	**$130,000**
(Additional Services for Hydraulic Modeling of Each Alignment)	$5000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

	Hourly Billing Rate		
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Project Representative I	$103	$106	$110
Secretary/Assistant	$85	$88	$91
Print Specialist	$85	$88	$91

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

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NON-LABOR RATES

Item	Rate
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Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

COUNCIL BILL NO. 2022-109 ORDINANCE NO

AN ORDINANCE approving a Work Authorization AMA-OC-22-007 with Allgeier, Martin and Associates in the not to exceed amount of One Hundred Thirty Thousand and 00/100 dollars ($130,000.00) for professional engineering consulting services for engineering design services associated with the Tin Cup Trail bridge design; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Work Authorization AMA-OC-22-007 with Allgeier, Martin and Associates in the not to exceed amount of One Hundred Thirty Thousand and 00/100 dollars ($130,000.00) for professional engineering consulting services for engineering design services associated with the Tin Cup Trail bridge design, a true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

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

_____, 2022 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2022-109

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax Fund to pay the amounts called for on the basis of the negotiated fee.

_____

Leslie Haase, Director of Finance

BID TABULATION

PROJECT: Microsurfacing 2022

DATE OF BID OPENING: February 24, 2022

CONTRACTOR	BID
Vance Brothers	$477,702.97
Pavement Management	$693,630.70
Engineer Estimate	$664,547.27

COUNCIL BILL NO. 2022-111 ORDINANCE NO

AN ORDINANCE approving a construction agreement with Vance Brothers Inc. in the amount of Four Hundred Seventy-Seven Thousand Seven Hundred Two and 97/100 Dollars ($477,702.97) for the Microsurfacing 2022 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the construction agreement between the City of Joplin and Vance Brothers Inc. in the amount of Four Hundred Seventy-Seven Thousand Seven Hundred Two and 97/100 Dollars ($477,702.97) for the Microsurfacing 2022 project, a true and accurate copy of said agreement being attached hereto; be the same and is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Transportation Sales Tax, appropriations having been approved in the 2021-2022 city budget.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2022-111

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

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND VANCE BROTHERS INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Vance Brothers Inc. Address: 5201 Brighton Kansas City, MO 64130	
Attention: Dakota Rusk		Attention:	
Department: Public Works – Engineering		Phone: 816-923-4325	Fax:
Phone: 417-624-0820 ext. 1598	Fax: 417-625-4738	Microsurfacing 2022	

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Microsurfacing 2022

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by June 30, 2022.

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

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

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

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

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

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

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Four Hundred Seventy-Seven Thousand Seven Hundred Two and 97/100 Dollars ($477,702.97) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it

applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1000 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications

d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Four Hundred Seventy-Seven Thousand Seven Hundred Two and 97/100 Dollars ($477,702.97), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the

Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson P.E., Interim Public Works Director

Microsurfacing 2022



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-111 – Construction Agreement for Microsurfacing 2022

MEETING DATE
March 7, 2022

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB 2022-111 Ordinance, Bid Tabulation, Construction Agreement, Location map

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

SUMMARY
This Council Bill approves a construction agreement with Vance Brothers Inc. in the initial amount of Four Hundred Seventy-Seven Thousand Seven Hundred Two and 97/100 Dollars ($477,702.97) and a change that will not make the project exceed the budgeted amount of Seven Hundred Thousand Dollars ($700,000.00) for the Microsurfacing 2022 project.

BACKGROUND
As a part of the annual street maintenance program, the City provides preventative maintenance on asphalt streets on a seven-year cycle. The Street Slurry Seal projects have been a major part of this seven-year preventive maintenance program since 1982. In 2004, staff chose to use Microsurfacing over the Type II Slurry Seal used in the past. Microsurfacing sets up more quickly and is more durable, allowing roads to be opened to the public in a shorter time frame.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Two companies submitted bids (see attached Bid Tabulation), that were opened on February 24, 2022. Vance Brothers was the low bidder, and the bid was below the Engineer's estimate. Construction inspection services will be provided by city staff. This project was budgeted for approximately $700,000. Due to the contract being well under the budgeted amount, staff will add more work to the contract via change order to take advantage of the rate received by the contractor.

FUNDING SOURCE
These payments are included in the FY 2021-22 in the Transportation Sales Tax Fund.

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-112 – Construction Agreement for Parking Lots & Trails Sealing 2022

MEETING DATE
March 7, 2022

ORIGINATING DEPARTMENT
Public Works – Engineering

ATTACHMENTS
CB2022-112 Ordinance; Bid Tabulation, Construction Agreement, Location Maps

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

SUMMARY
This Council Bill approves a construction agreement with Springfield Striping & Sealing in the amount of Thirty-One Thousand Eight Hundred Forty-Four and 25/100 Dollars ($31,844.25) for the Parking Lot and Trails Sealing 2022 project.

BACKGROUND
Preventative maintenance is key to pavement longevity. Part of this preventative maintenance strategy is sealing of lower use asphaltic pavements such as parking lots. City staff annually evaluates the conditions of the City parking lots to determine which areas need sealed. The sealing process recommended will prevent further loss of volatiles and aggregate in the existing asphalt while protecting it from oxidizing. City owned lots are broken down into 3 groups based on a 3-year life cycle of parking lot sealing material. The lots studied this year were structurally sound, just in need of a seal course.

City staff prepared bid documents and followed the City's procurement policy for advertising. Two companies submitted bids (see attached Bid Tabulation), that were opened on February 24, 2022. Springfield Striping & Sealing was the low bidder, and their bid was below the Engineer's estimate. Construction inspection services will be provided by city staff.

FUNDING SOURCE
These payments are included in the FY 2021-22 in the Transportation Sales Tax Fund.

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

COUNCIL BILL NO. 2022-112 ORDINANCE NO

AN ORDINANCE approving a construction agreement with Springfield Striping & Sealing in the amount of Thirty-One Thousand Eight Hundred Forty-Four and 25/100 Dollars ($31,844.25) for the Parking Lots and Trails Sealing 2022 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the construction agreement between the City of Joplin and Springfield Striping & Sealing in the amount of Thirty-One Thousand Eight Hundred Forty-Four and 25/100 Dollars ($31,844.25) for the Parking Lots and Trails Sealing 2022 project, a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the consultant shall be paid out of the Transportation Sales Tax Fund appropriations have been approved in the FY 2021-2022 City Budget.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2022-112

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

_____

Leslie Haase, Director of Finance

BID TABULATION

PROJECT: Parking Lot and Trail Sealing 2022

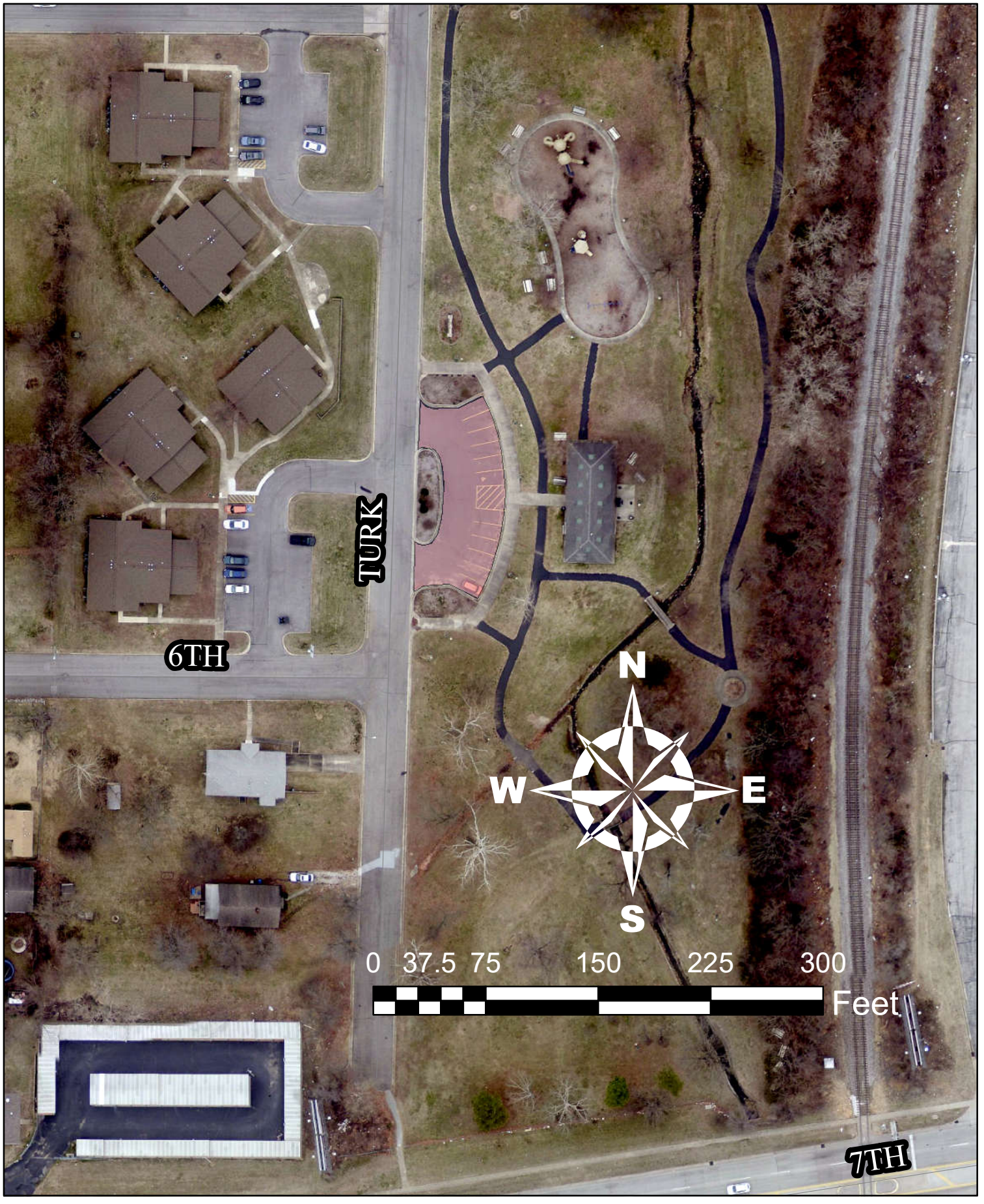
DATE OF BID OPENING: February 24, 2022

CONTRACTOR	BID
Pavement Management	**$38,944.00**
Springfield Striping and Sealing	**$31,844.25**
Engineer's Estimate	**$48,680.00**

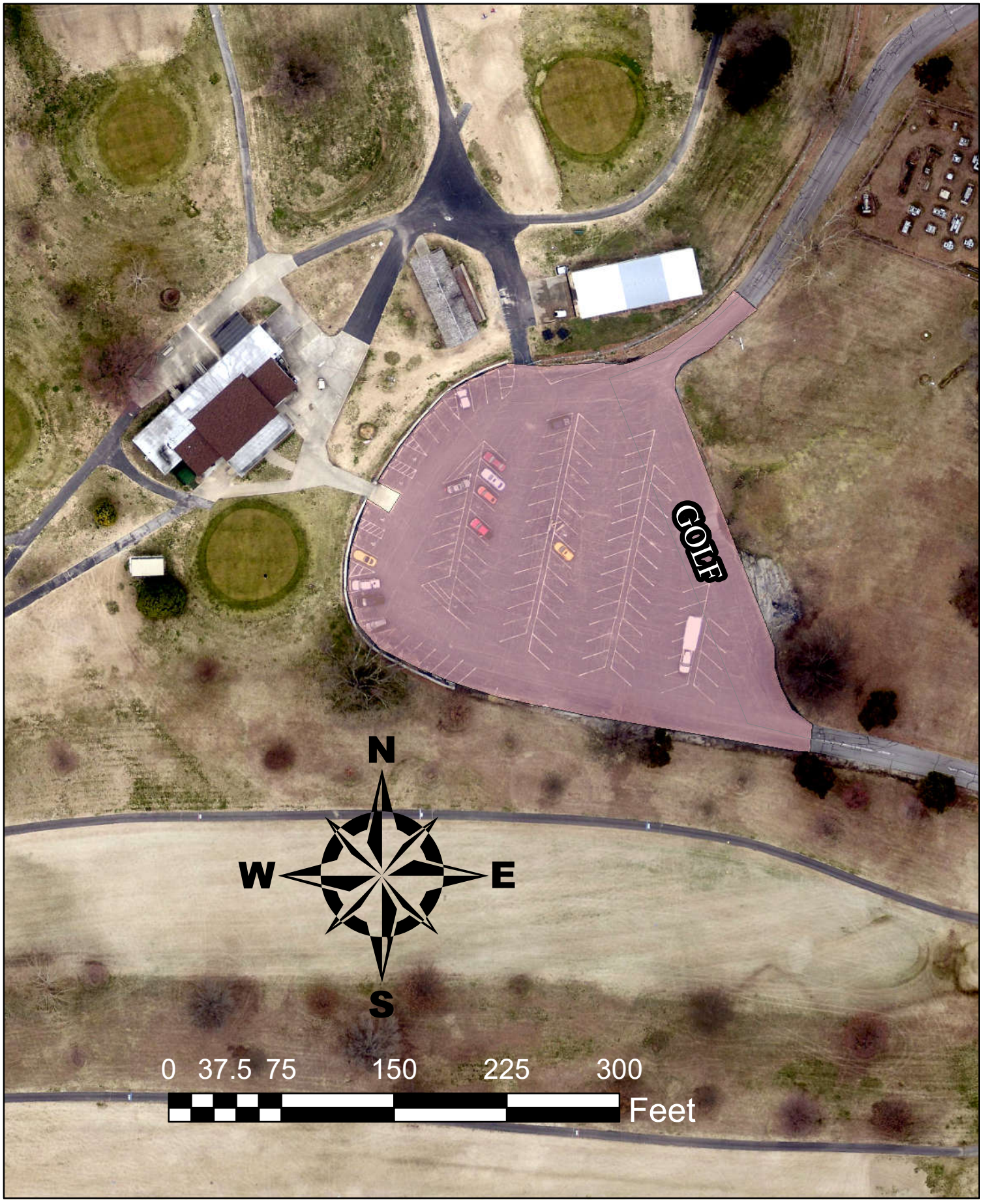
Humphrey Park Parking Lot



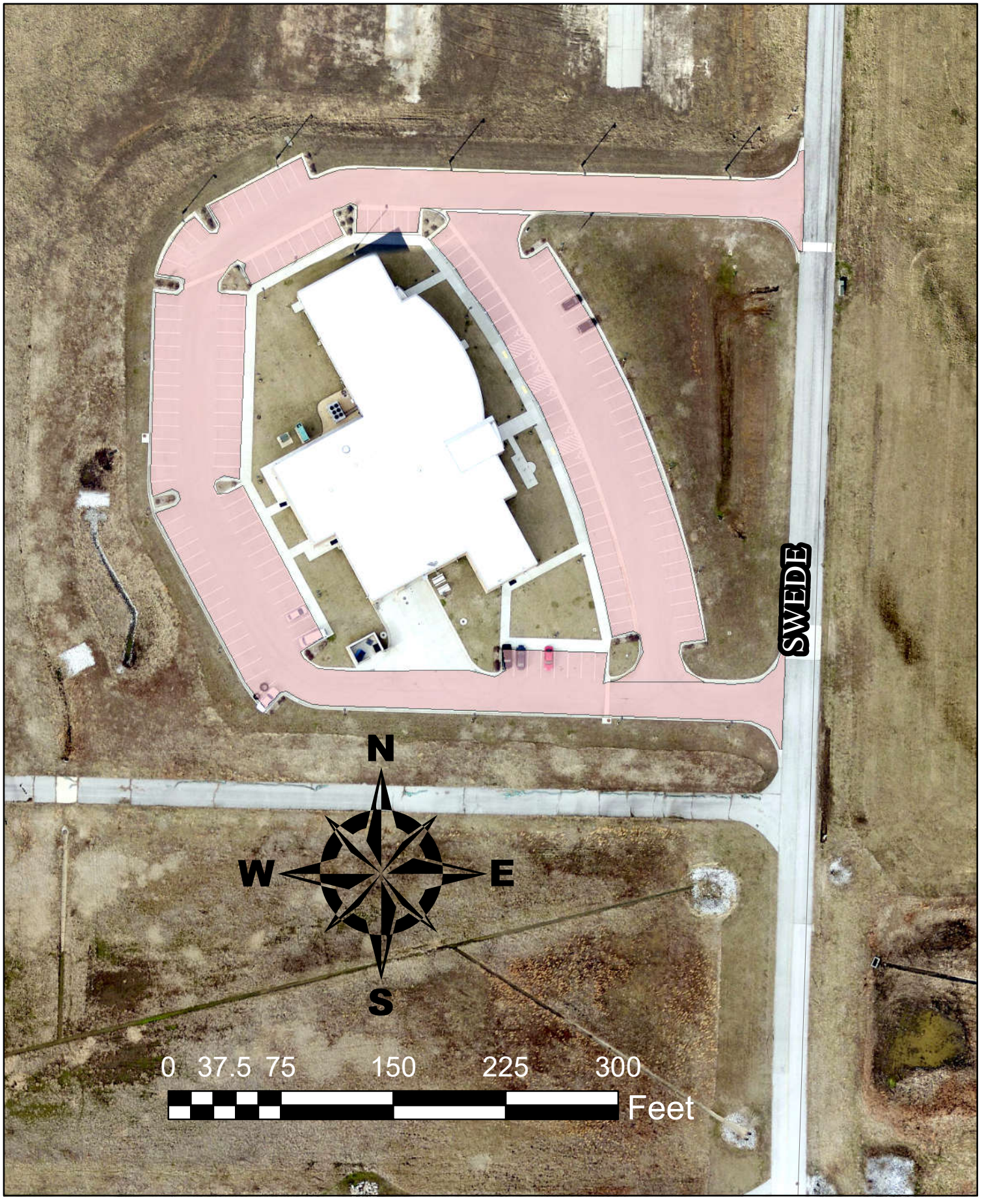
Leonard Park Parking Lot



Schifferdecker Golf Course Parking Lot



Training Center Parking Lot



AGREEMENT
BETWEEN
CITY OF JOPLIN AND SPRINGFIELD STRIPING & SEALING

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Springfield Striping & Sealing Address: 3809 E. Energy Place Springfield, MO 65803	
Attention: Dakota Rusk		Attention:	
Department: Public Works – Engineering		Phone: 417-831-5114	Fax:
Phone: 417-624-0820 ext. 1598	Fax: 417-625-4738	Parking Lot and Trail Sealing 2022	

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Parking Lot and Trail Sealing 2022

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by June 30, 2022.

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

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

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

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

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

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

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Thirty-One Thousand Eight Hundred Forty-Four and 25/100 Dollars ($31,844.25) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it

applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1000 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications

d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Thirty-One Thousand Eight Hundred Forty-Four and 25/100 Dollars ($31,844.25), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the

Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson P.E., Interim Public Works Director