JOPLIN CITY COUNCIL
REGULAR MEETING AMENDED AGENDA
MONDAY, MARCH 21, 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. Memorial Hall Presentation

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Matt Lernhart Requested To Speak Regarding Police Staffing Shortage
   2. Brian Evans Requested To Speak Regarding Support For Joplin Police Dept.
   3. Marge Upson Requested To Speak Regarding Part 1
   4. Mark Farnham Requested To Speak Regarding Joplin Police Dept.
   5. Abbie Covington Requested To Speak Regarding Joplin Police
   6. Tom Robertson Requested To Speak Regarding EAS, Police And Fire

7. **Public Hearings**

8. **Consent Agenda**

   1. Minutes Of March 7, 2022 City Council Meeting

      Documents:

      MARCH 7, 2022 MINUTES.PDF

2. 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:

CB2022-111.PDF

3. 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:

CB2022-112.PDF

4. 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:

CB2022-251.PDF

5. 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:

CB2022-252.PDF

6. 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:

CB2022-253.PDF

7. 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:

   CB2022-254.PDF

8. 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:

   CB2022-256.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2022-107
   Approval of a Purchase Order for Work Order No. 2022-01 with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; and containing an emergency clause.

   Documents:

   CB2022-107 SUMMARY.PDF
   CB2022-107_EXHIBIT_PO FOR WORKORDER2022-01.PDF
   CB2022-107_ORDINANCE_PO FOR WORKORDER2022-01.PDF

2. COUNCIL BILL NO. 2022-113
   AN ORDINANCE authorizing the acceptance of a Second Supplemental Airport Aid Agreement from the Missouri Highways and Transportation Commission (MoDOT) for the completion of the Relocation of the General Aviation Entrance Road at the Joplin Regional Airport and authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   GS 2022-113 SECOND SUPPLEMENTAL MODOT AGREEMENT GA ENTRANCE ROAD.PDF
   SECOND SUPPLEMENTAL AGREEMENT MODOT.PDF

GA ROAD LAYOUT.PDF
CB 2022-113 SECOND SUPPLEMENTAL MODOT AGREEMENT GA ENTRANCE ROAD CONSTRUCTION.PDF

3. COUNCIL BILL NO. 2022-116
AN ORDINANCE approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) in the not to exceed amount of Thirty-Three Thousand Eight Hundred and 00/100 dollars ($33,800.00) for professional engineering consulting services for design and construction inspection services for the pedestrian crossing of 20th Street at Joplin High School; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; on an emergency basis.

Documents:

CJW HIGH SCHOOL CROSSING WORK AUTHORIZATION SUMMARY SHEET.PDF
CJW HIGH SCHOOL CROSSING AGREEMENT.PDF
CJW HIGH SCHOOL CROSSING WORK AUTHORIZATION.PDF
MID-BLOCK PEDESTRIAN CROSSWALK DESIGNS - AGREEMENT.PDF
CJW HIGH SCHOOL CROSSING WORK AUTHORIZATION ORDINANCE.PDF

4. COUNCIL BILL NO. 2022-118
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Crossland Construction Inc. in the amount of Nine Hundred Sixty Thousand and 00/100 Dollars ($960,000.00) for the Shoal Creek Wastewater Treatment Facility Drying Bed Covers project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-118 SUMMARY SHEET .PDF
CB 2022-118 BID SUMMARY SHEET .PDF
00500 CONTRACT 2022.PDF
2022-03-11_WATSON TO LAWSON - RECOMEND AWARD TO CROSSLAND.PDF
SHOAL CRK WWTF DRYING BED COVERS DRAWINGS 2022 02 15_2.PDF
CB 2022-118 .PDF

5. COUNCIL BILL NO. 2022-504
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and TAMKO Building Products LLC., for the sale of one parcel located at North St. Louis and East North Street, totaling approximately 10,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-504 SUMMARY LAND SALE N ST LOUIIS AND E NORTH

STREET.PDF
CB 2022-504 EXHIBIT A N ST LOUIS AND E NORTH STREET REAL ESTATE CONTRACT.PDF
CB 2022-504 MAP NORTH STREET W OF ST LOUIS.PDF
CB 2022-504 BID TABULATION N ST LOUIS AND E NORTH STREET.PDF
CB 2022-504 LAND SALE ORDINANCE N ST LOUIS AND E NORTH STREET.PDF

6. COUNCIL BILL NO. 2022-505
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel located at 1304 Kentucky Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-505 SUMMARY LAND SALE 1304 KENTUCKY AVE.PDF
CB 2022-505 EXHIBIT A 1304 KENTUCKY REAL ESTATE CONTRACT.PDF
CB 2022-505 MAP 1304 KENTUCKY.PDF
CB 2022-505 BID TABULATION 1304 KENTUCKY.PDF
CB 2022-505 LAND SALE ORDINANCE 1304 KENTUCKY.PDF

7. COUNCIL BILL NO. 2022-506
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel located at 916 Jackson Avenue, totaling approximately 5,134 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-506 SUMMARY LAND SALE 916 JACKSON AVE.PDF
CB 2022-506 EXHIBIT A 916 JACKSON REAL ESTATE CONTRACT.PDF
CB 2022-506 MAP 916 JACKSON.PDF
CB 2022-506 BID TABULATION 916 JACKSON AVE.PDF
CB 2022-506 LAND SALE ORDINANCE 916 JACKSON.PDF

8. COUNCIL BILL NO. 2022-507
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel located at West Junge Blvd and South Sergeant Avenue, totaling approximately 6,250 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-507 SUMMARY LAND SALE W JUNGE AND S SERGEANT.PDF

CB 2022-507 EXHIBIT A W JUNGE AND S SERGEANT REAL ESTATE CONTRACT.PDF
CB 2022-507 MAP W JUNGE AND S SERGEANT.PDF
CB 2022-507 BID TABULATION W JUNGE AND S SERGEANT.PDF
CB 2022-507 LAND SALE ORDINANCE W JUNGE AND S SERGEANT AVE.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2022-114
   AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of One Hundred Fifty-Eight Thousand Eight Hundred and 00/100 dollars ($158,800.00) for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB 2022-114 SUMMARY SHEET CIP MASTERPLAN.PDF
   CB2022-114 AGREEMENT AND WA.PDF
   CB2022-114 SCORE SHEET.PDF
   CB 2022-114 COUNCIL ORDINANCE CIP MASTERPLAN.PDF

2. COUNCIL BILL NO. 2022-115
   AN ORDINANCE adopting Parklets policies and procedures.

   Documents:

   CB 2022-115 PARKLET SUMMARY SHEET.PDF
   SOP ON PARKLETS.PDF
   CB2022-115 PARKLETS.PDF

3. COUNCIL BILL NO. 2022-117
   AN ORDINANCE approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) in the not to exceed amount of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 dollars ($110,151.00) for professional engineering consulting services for the Joplin Signal System Study; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CJW SIGNAL STUDY WORK AUTHORIZATION SUMMARY SHEET.PDF
   SCORE SHEET.PDF
   CJW SIGNAL STUDY AGREEMENT.PDF
   CJW SIGNAL STUDY WORK AUTHORIZATION.PDF
   JOPLIN SIGNAL SYSTEM ASSESSMENT PROPOSAL- CJW.PDF
   CJW SIGNAL STUDY WORK AUTHORIZATION ORDINANCE.PDF

4. COUNCIL BILL NO. 2022-119
   AN ORDINANCE approving a Contract by and between the City of Joplin and

Matrix Consulting Group, Ltd. to perform a Benchmark Study in the amount not to exceed Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for consulting services; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB 2022-119 SUMMARY SHEET.PDF
MATRIX BID RESPONSE.PDF
FINAL SCORING BENCHMARK STUDY.PDF
COJ - MATRIX CONSULTING GROUP LTD CONSULTING AGREEMENT RE BENCHMARK AND LEVEL OF SERVICE STUDY.PDF
CB 2022-119 BENCHMARK STUDY.PDF

12. Ordinances - Second Reading And Third Reading

1. AMENDED 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-1 (Neighborhood Commercial) property as described below and located at 2023- 2047, 2101 & 2121 S. Highview Ave., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-255.PDF

13. Unfinished Business

14. New Business

1. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, As Set Forth In Section 610.021 (1) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 1:35 PM on this 17th day of March 2022,

(RSMo 610.020)

JOPLIN CITY COUNCIL
MARCH 7, 2022
MEETING MINUTES

CALL TO ORDER

The March 7, 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. Monteleone.

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

Trap Neuter Return Presentation

Ryan Talken, Health Dept. Director presented.

Lodging Ordinance Survey Presentation

Devin Blankenship, Health Dept. Asst. Director presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Missouri's Severe Weather Preparedness Week is being observed this week, and to help Missourians prepare for potential tornadoes, one of the items planned is the annual Statewide Tornado Drill. This will be held at 10 a.m. tomorrow - Tuesday, March 8, weather permitting. This will be an opportunity for businesses, schools, and organization partners to review their tornado response plans in anticipation of the sirens sounding on Tuesday.

As part of the tornado drill, the City of Joplin will observe this by sounding the warning sirens for a full three minutes, - which is the same amount that would occur in an actual warning.

We encourage everyone to participate in the drill. Preparing today may make the difference in surviving the storms to come this spring. Citizens are encouraged to seek appropriate notification systems.

The City's sirens provide a warning for anyone who is out of doors to go indoors, if possible, and take shelter. People indoors cannot always expect to hear the outdoor warning sirens and we encourage residents to utilize a NOAA Weather Radio that provides a warning signal when the area is under a watch or a warning. There is an advantage of having a weather radio in your home – because you hear the alerts directly from the National Weather Service and are kept current of the warning status. Weather radios are available at local retailers. They come with directions, however if someone needs help in programming the radio, they can contact our Fire Stations or Keith Stammer, the City's Emergency Management Director and he can help them.

The City's Tree Limb and Brush Drop Off is open next weekend. It will be open from 8:30 a.m. to 2 p.m. on Friday, March 18 and Saturday, March 19. The drop-off site is located at 1702 North Schifferdecker Avenue, just about a half-mile north of Belle Center Road on the west side of Schifferdecker.

The program is open on the third Friday and Saturday of each month from March through October.

Joplin's Third Thursday is back! It will be held Thursday, March 17th the theme for this event is going green! Downtown Joplin Alliance invites everyone to join their sponsors and vendors as they celebrate going green in downtown, in a few different meanings of the phrase!

Third Thursday is held from March through October, as hundreds of people gather on Main Street in Downtown Joplin from 5:30 p.m. to 8:30 p.m. to enjoy local artisans, music, entertainment, and food.

Third Thursday is a free community event for all ages. For more information or to sign up as a vendor or sponsor, visit DJA's website www.downtownjoplin.com/thirdthursday.

CITIZEN REQUESTS AND PETITIONS

-Michael Shuster was not present to speak.

-Ryan Jackson spoke on unregulated homes and JPD Case # 22-001489

-Brian Evans spoke on concerns about Council Bill No. 2022-503, known as the "Housing Revitalization Plan" And its implementation under Proposition Action.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-251

Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-251
Mr. Copple introduced 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. Motion by Mr. Copple, second by Mr. Monteleone that Council Bill No. 2022-251 be placed on First Reading and passed. 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. 2022-251.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-252
Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-252:
Mr. Cortez introduced 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. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2022-252 be placed on First Reading and passed. 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. 2022-252.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-253
Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-253:
Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. Lawson that Council Bill No. 2022-253 be placed on First Reading and passed. 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. 2022-253.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-254
Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-254:
Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Dr. Reid Adams that Council Bill No. 2022-254 be placed on First Reading and passed. 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. 2022-254.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-255
Mayor Stanley opened the Public Hearing.

Brad Fagen, agent/owner was present.

Residents that spoke against this item:

Sarah Braum- Coleman
Donald Wills
Tyson Schmitt
Don Lakeman

There was a protest occurrence of 9.3686%

The Public Hearing was closed.

COUNCIL BILL NO. 2022-255
Mr. Cortez introduced 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. Motion by Mr. Cortez, second by Mr. Lawson for denial of Council Bill No. 2022-255.

Mr. Cortez withdrew his motion.

Mr. Cortez made a motion to amend Council Bill No. 2022-255 to remove the C-3 PD designation and replace it with a C-1 designation. Second by Mr. Lawson. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, and Williams, 7. Nays: Reid Adams, and Stinnett 2.

Mr. Cortez motion to approve Council Bill No. 2022-255 as amended. Second by Mr.

Monteleone that Amended Council Bill No. 2022-254 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Shaw, Stanley, and Williams, 7. Nays: Reid Adams, and Stinnett 2. The Bill was read as Council Bill No. 2022-255.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-256

Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-256:

Mr. Monteleone introduced 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. Motion by Mr. Monteleone, second by Mr. Cortez to approve Council Bill No. 2022-256 be placed on First Reading and passed. 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. 2022-256.

PUBLIC HEARING FOR CASE 014-22

Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

CASE 014-22:

Mr. Stinnett introduced Case 014-22 - 721 Junge Blvd. – A request to declare property surplus – City of Joplin. Motion by Mr. Stinnett, second by Mr. Lawson to strike item from the agenda. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

PUBLIC HEARING FOR CASE 015-22

Mayor Stanley opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

CASE 015-22:

Mr. Cortez introduced Case 015-22 - 1405, 1415, and 1419 E. 20th St. - A request to declare property surplus – City of Joplin. Motion by Mr. Cortez, second by Mr. Copple to approve Case 015-22. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, Stinnett, and Williams, 9. Nays: 0.

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 22, 2022, City Council meeting

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. **Ordinance No. 2022-023**

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. **Ordinance No. 2022-024**

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. **Ordinance No. 2022-025**

RESOLUTIONS

ORDINANCES – EMERGENCY

ORDINANCES – FIRST READING
COUNCIL BILL NO. 2022-111
Mr. Copple introduced 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. Motion by Mr. Copple, second by Dr. Reid Adams to pass Council Bill No. 2022-111 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. 2022-111.**

COUNCIL BILL NO. 2022-112

Mr. Stinnett introduced 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. Motion by Mr. Stinnett, second by Mr. Cortez to pass Council Bill No. 2022-112 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. 2022-112.**

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

There were two requests to address Council at this time.

- Jim Scott regarding Iron Gates property
- Josh Shackles regarding homeless population

Mr. Copple would like the Council to have a discussion regarding establishing a policy that the city doesn't pay below minimum wage. Mr. Copple requests staff to come back with information and or a change to the pay policies.

Mayor Stanley requested a report from Parks and Recreation staff regarding seasonal and part-time staff.

The meeting was adjourned at 9:19 p.m.

Respectfully,

Holly Nagy, City Clerk

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.

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

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



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

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.

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**

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

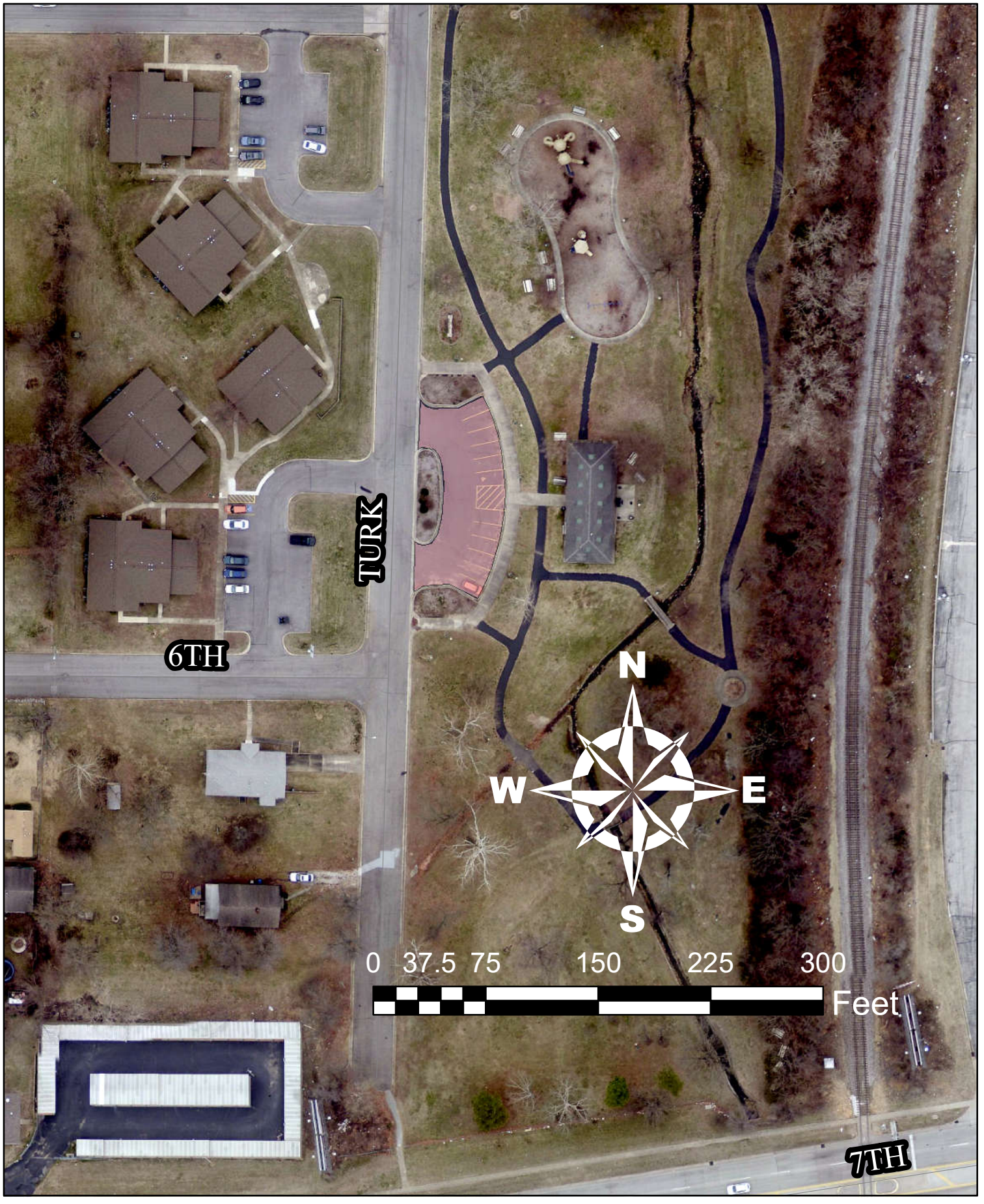
By: _____

Dan Johnson P.E., Interim Public Works Director

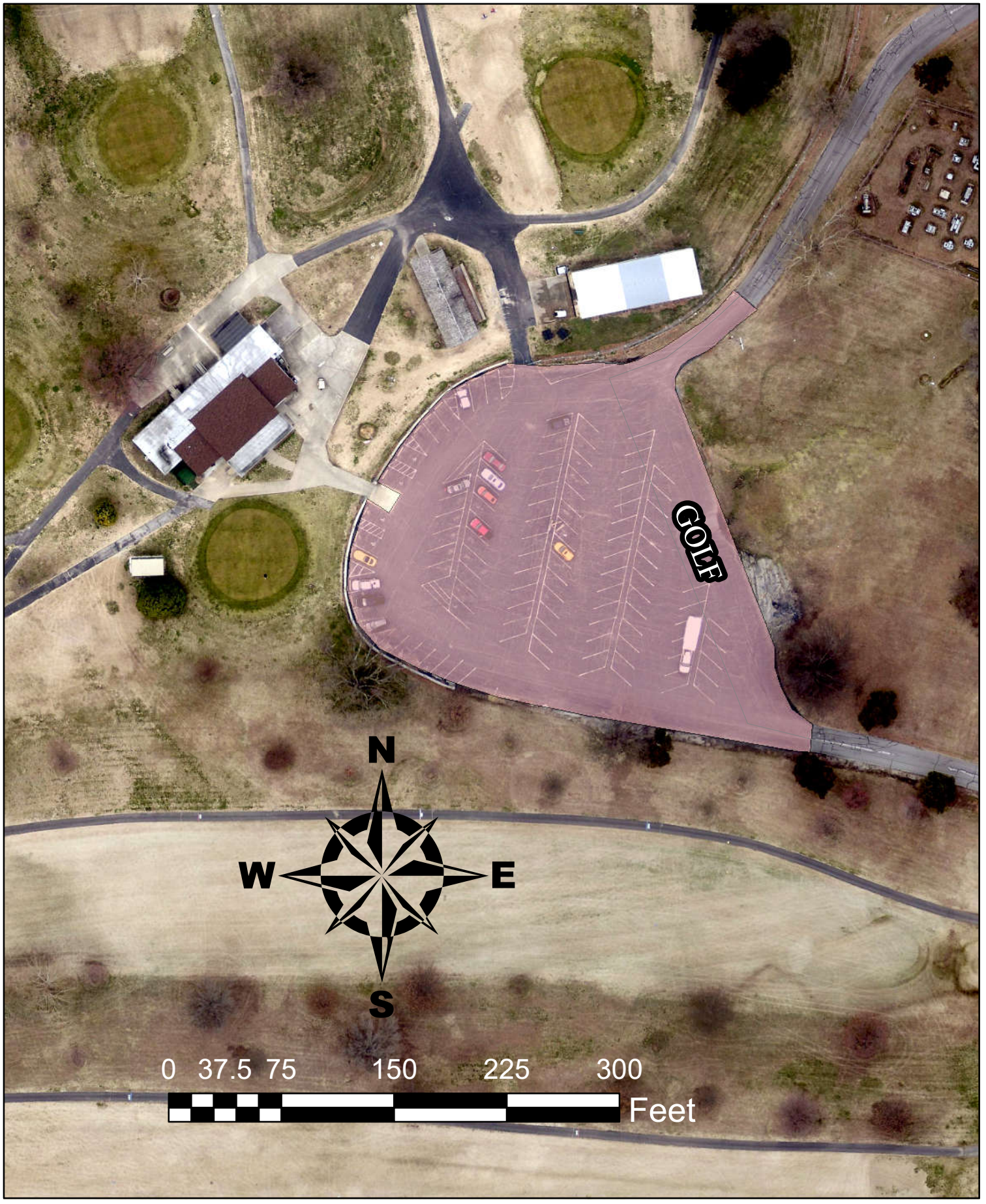
Humphrey Park Parking Lot



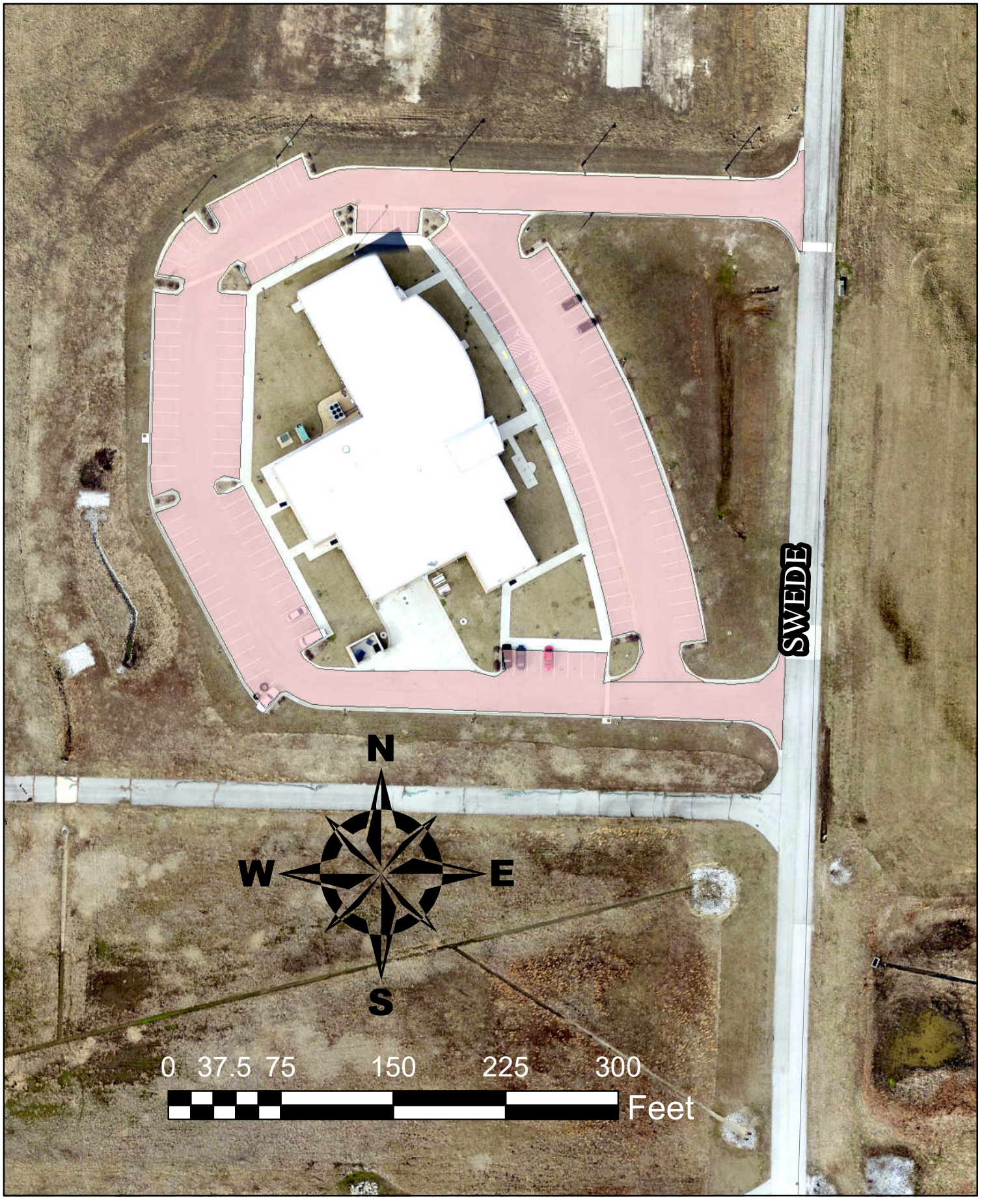
Leonard Park Parking Lot



Schifferdecker Golf Course Parking Lot



Training Center Parking Lot



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

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

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)

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.

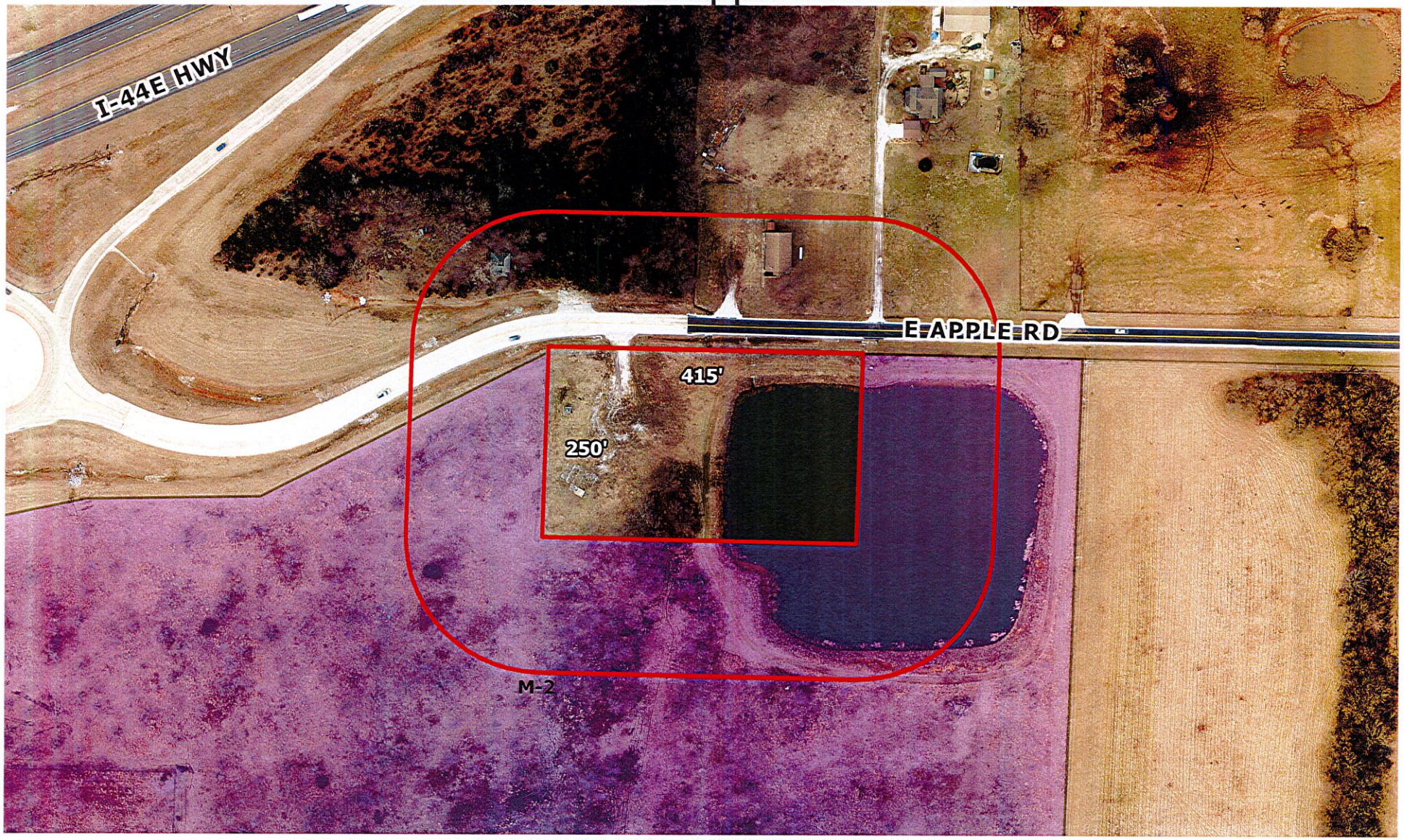
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

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

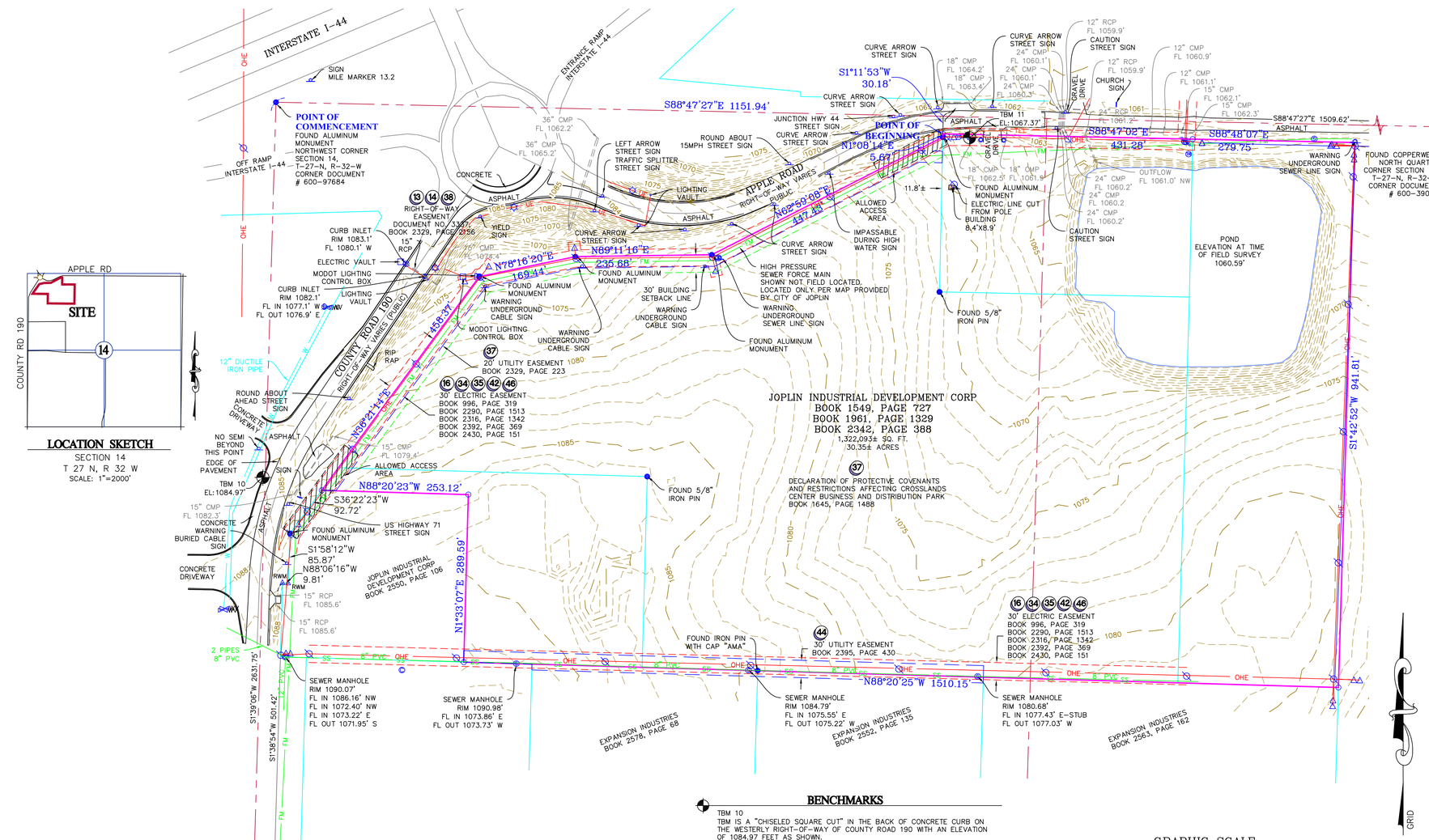
Case 008-22: 18758 Apple Rd. - Annexation



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



(13)(14)(38) RIGHT-OF-WAY EASEMENT DOCUMENT NO. 3337, BOOK 2329, PAGE 2156

(37) 20' UTILITY EASEMENT BOOK 2329, PAGE 223

(16)(34)(35)(42)(46) 30' ELECTRIC EASEMENT BOOK 996, PAGE 319 BOOK 2290, PAGE 1513 BOOK 2316, PAGE 1342 BOOK 2392, PAGE 369 BOOK 2430, PAGE 151

(44) 30' UTILITY EASEMENT BOOK 2395, PAGE 430

(16)(34)(35)(42)(46) 30' ELECTRIC EASEMENT BOOK 996, PAGE 319 BOOK 2290, PAGE 1513 BOOK 2316, PAGE 1342 BOOK 2392, PAGE 369 BOOK 2430, PAGE 151

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.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0284E, 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.

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

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

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

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.

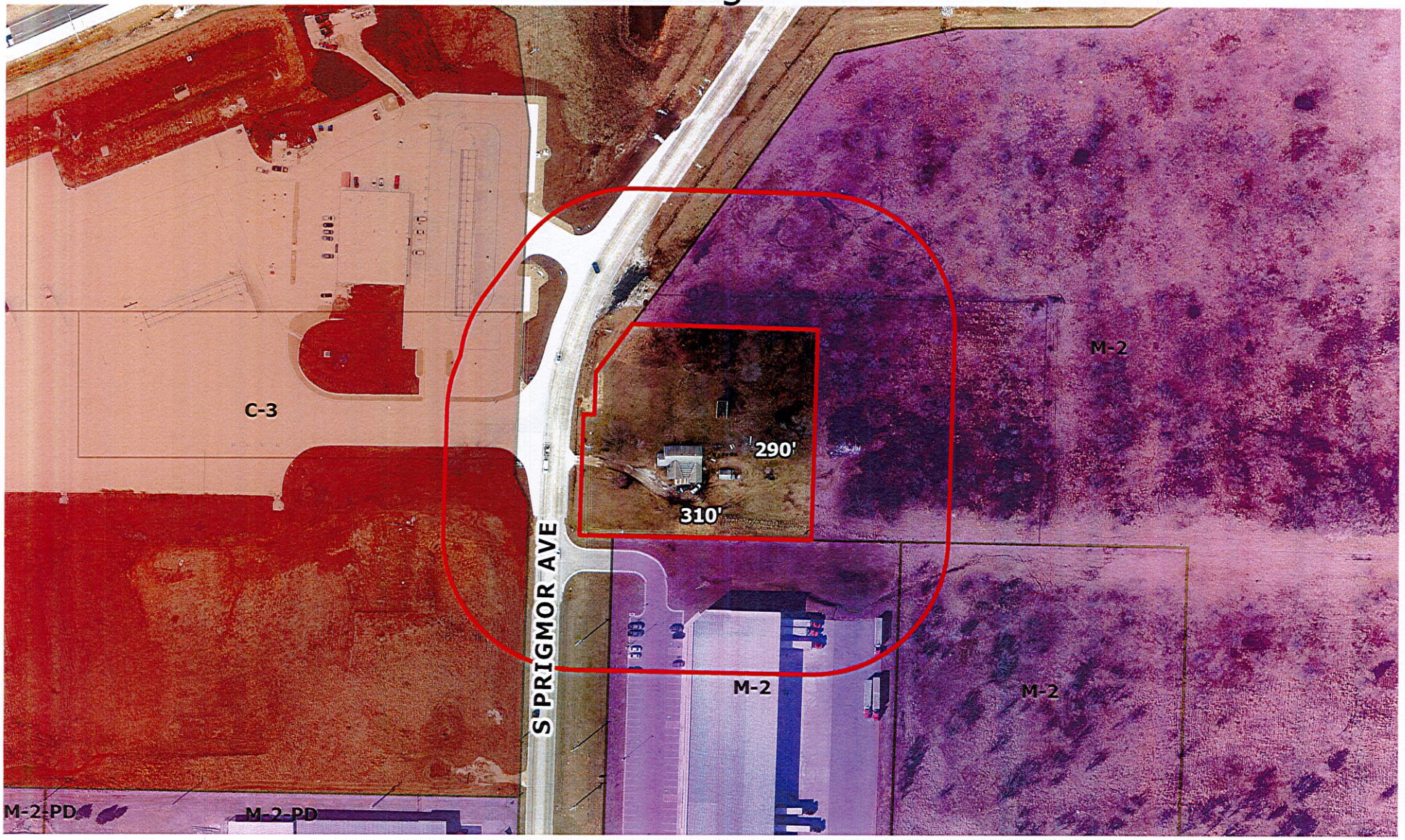
My commission expires: 6-29-2024.

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

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

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

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.

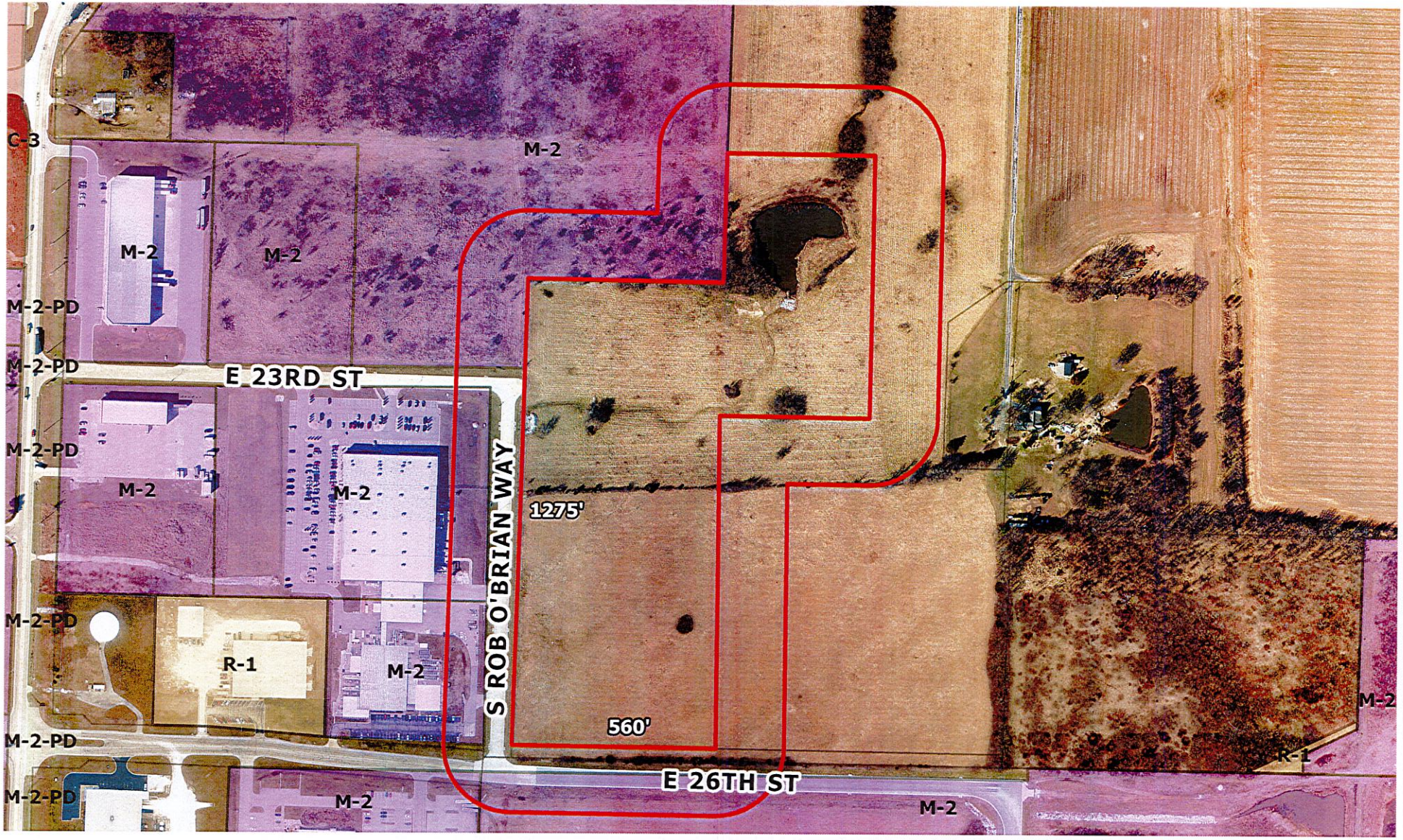
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed by official seal, in the County and State aforesaid, the day and year first above written.

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

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

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

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

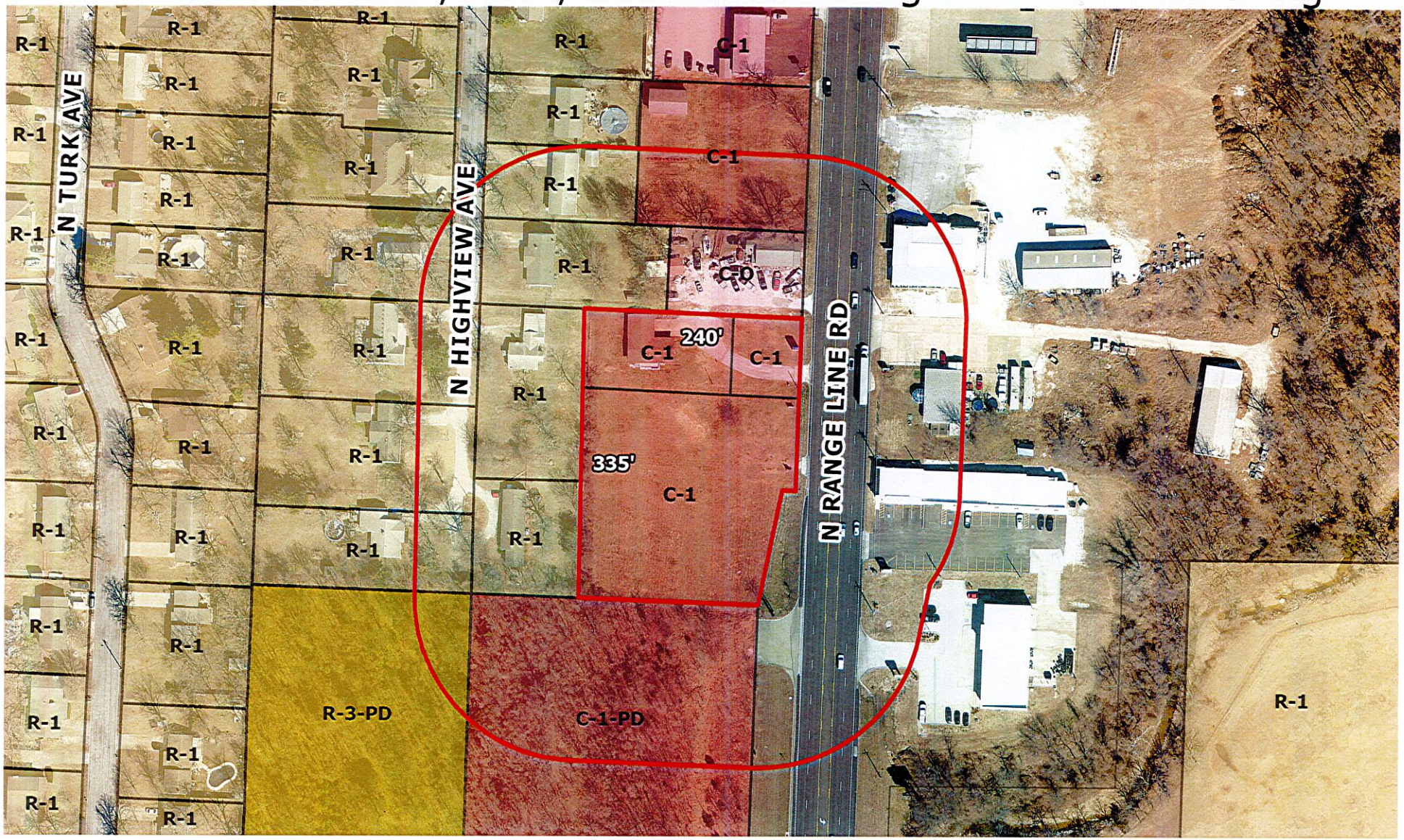
SIGNATURE: Mina M Jones DATE: 12/10/2021

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

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

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

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

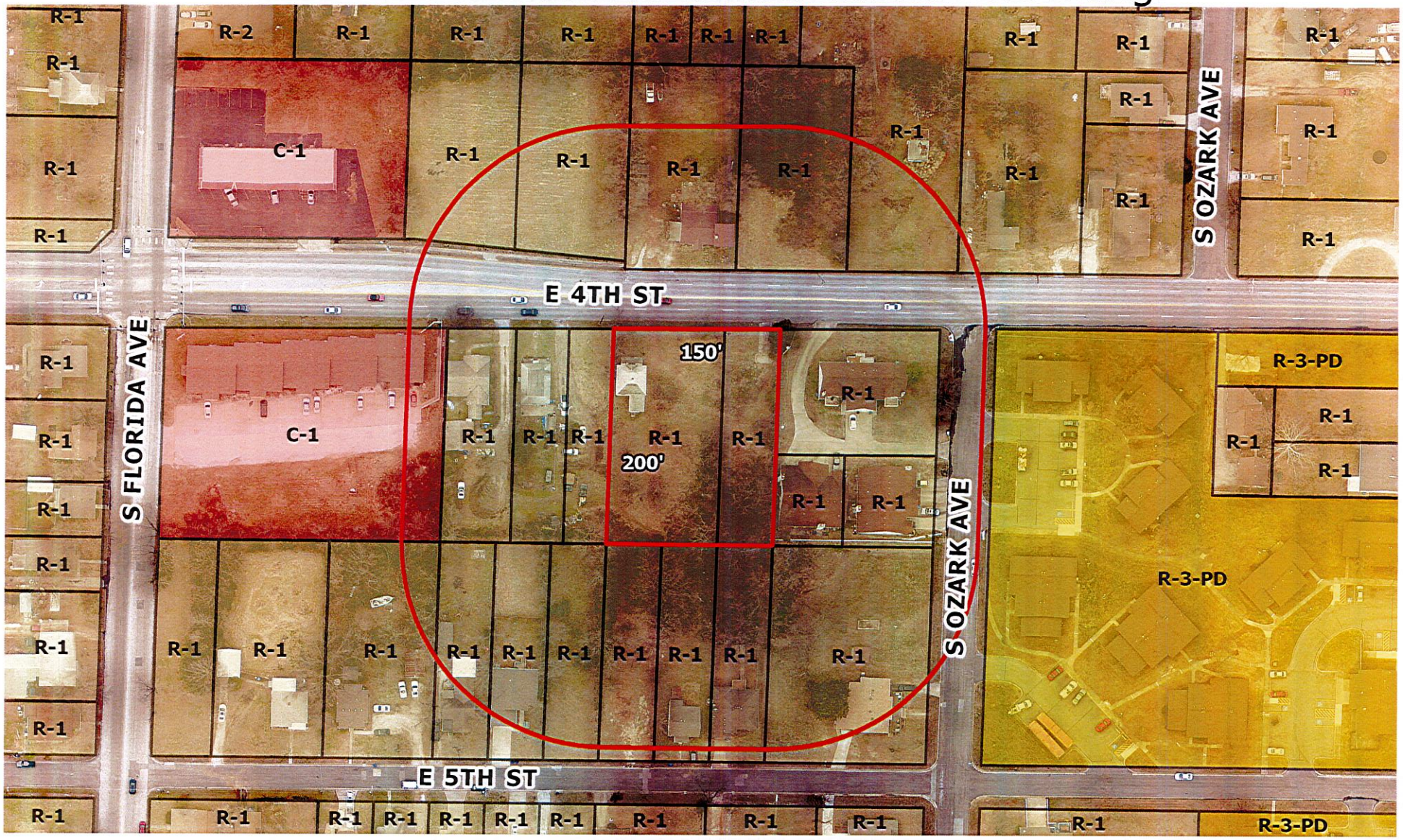
SIGNATURE: X Jim Anes DATE: 1-2-12

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

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2022-107- Approval of a Purchase Order for Work Order No. 2022-01 with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; and containing an emergency clause.

MEETING DATE
March 21, 2022

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2022-107 Ordinance, Exhibit - Schedule of Work Order Pay Items & 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 Purchase Order with Ace Pipe Cleaning, Inc. for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project in the amount of One Hundred Twenty-five Thousand and 00/100 Dollars ($125,000.00); and containing an emergency clause.

BACKGROUND
In February of 2021, Council Bill No. 2021-112 was passed, approving an agreement with Ace Pipe Cleaning, Inc. (Ace) for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project. Later, on March 15, Council Bill No. 2021-120 was passed, approving a purchase order (P.O.) in the amount of $1,127,979.00 for rehabilitation work in the Eastmorland sanitary sewer basin (Work Order No. 2021-01). The work is now 85% complete and Ace anticipates completing the remaining work within the next two months. Under this current contract with Ace, the City has issued a total of 3 purchase orders totaling $1.3M, all of which have increased the reliability of the City's sanitary sewer system, renewed certain segments of the same, cleared sewer easements and evaluated the City's largest diameter gravity pipes. City staff envisioned utilizing this contract through 2023 when it was originally bid. However, the PVC and CIPP industry has experienced a 200% and 60% price increase, respectively. The impact of this significant inflationary element is that Ace is no longer able to provide relining services at the 2021 bid prices. The scope of this purchase order is limited to cleaning and evaluating sewer main pipes, as well as, supporting the private-side work via lateral launches. Priority will be given to cleaning and evaluating railroad crossings.

FUNDING SOURCE
FY 2021-2022 budget of the Wastewater fund

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance relating

to a public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this Council Bill is considered an emergency due to the public health concerns associated with sanitary sewer overflows from the sanitary sewer system, and to avoid project delays.

2021-2023 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI
WORK ORDER 2022-01

ITEM NO.	NO. OF UNITS	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
1.00	1	LF	Mobilization for Sewer Line Cleaning and Inspection (Ea. WO)	$ 1,000.00	$ 1,000.00
1.01	8,736	LF	6" to 10" Diameter Light Cleaning	$ 1.00	$ 8,736.00
1.02	7,900	LF	12" to 16" Diameter Light Cleaning	$ 1.00	$ 7,900.00
1.03	910	LF	18" to 21" Diameter Light Cleaning	$ 1.25	$ 1,137.50
1.04	806	LF	24" to 27" Diameter Light Cleaning	$ 2.00	$ 1,612.00
1.05	99	LF	30" to 32" Diameter Light Cleaning	$ 3.00	$ 297.00
1.06	319	LF	36" to 38" Diameter Light Cleaning	$ 3.50	$ 1,116.50
1.07	371	LF	42" to 48" Diameter Light Cleaning	$ 4.50	$ 1,669.50
1.09	2,621	LF	6" to 10" Diameter Heavy Cleaning	$ 1.10	$ 2,883.10
1.10	2,371	LF	12" to 16" Diameter Heavy Cleaning	$ 1.80	$ 4,267.78
1.11	273	LF	18" to 21" Diameter Heavy Cleaning	$ 5.00	$ 1,365.00
1.12	242	LF	24" to 27" Diameter Heavy Cleaning	$ 12.00	$ 2,904.00
1.13	30	LF	30" to 32" Diameter Heavy Cleaning	$ 13.00	$ 390.00
1.14	96	LF	36" to 38" Diameter Heavy Cleaning	$ 14.00	$ 1,344.00
1.15	112	LF	42" to 48" Diameter Heavy Cleaning	$ 16.00	$ 1,792.00
1.17	8,736	LF	6" to 10" Diameter CCTV Inspection	$ 1.25	$ 10,920.00
1.18	7,900	LF	12" to 16" Diameter CCTV Inspection	$ 1.25	$ 9,875.00
1.19	910	LF	18" to 21" Diameter CCTV Inspection	$ 1.25	$ 1,137.50
1.20	806	LF	24" to 27" Diameter CCTV Inspection	$ 1.25	$ 1,007.50
1.21	99	LF	30" to 32" Diameter CCTV Inspection	$ 2.00	$ 198.00
1.22	319	LF	36" to 38" Diameter CCTV Inspection	$ 2.00	$ 638.00
1.23	371	LF	42" to 48" Diameter CCTV Inspection	$ 2.00	$ 742.00
2.00	1	LS	Mobilization for Lateral Sewer Line Cleaning and Inspection (Ea. WO)	$ 1,000.00	$ 1,000.00
2.01	40	EA	Lateral Inspection Setup Per Manhole to Manhole Segment	$ 200.00	$ 8,000.00
2.02	5,600	LF	4" to 6" Diameter Lateral Sewer Line Light Cleaning	$ 3.00	$ 16,800.00
2.03	130	LF	4" to 6" Diameter Lateral Sewer Line Heavy Cleaning	$ 85.00	$ 11,050.00
2.04	5,600	LF	4" to 6" Diameter Lateral Sewer Line CCTV Inspection	$ 3.00	$ 16,800.00
2.05	20	EA	Locate for Cleanout, via Lateral Launch Mainline Camera	$ 200.00	$ 4,000.00
28.01	2	EA	Short Duration Traffic Control for Collector or Arterial	$ 840.00	$ 1,680.00
28.05	1	EA	Short Term Stationary Traffic Control for Collector or Arterial (Two Lane Closure)	$ 1,500.00	$ 1,500.00
			Construction Total		$ 123,762.38
			Performance and Payment Bonds (1.0%)		$ 1,237.62
			WO 2022-01 Total		**$ 125,000.00**

MURPHY AVE.

4TH ST.

SERGEANT

WALL

MAIN

7TH ST.

MURPHY

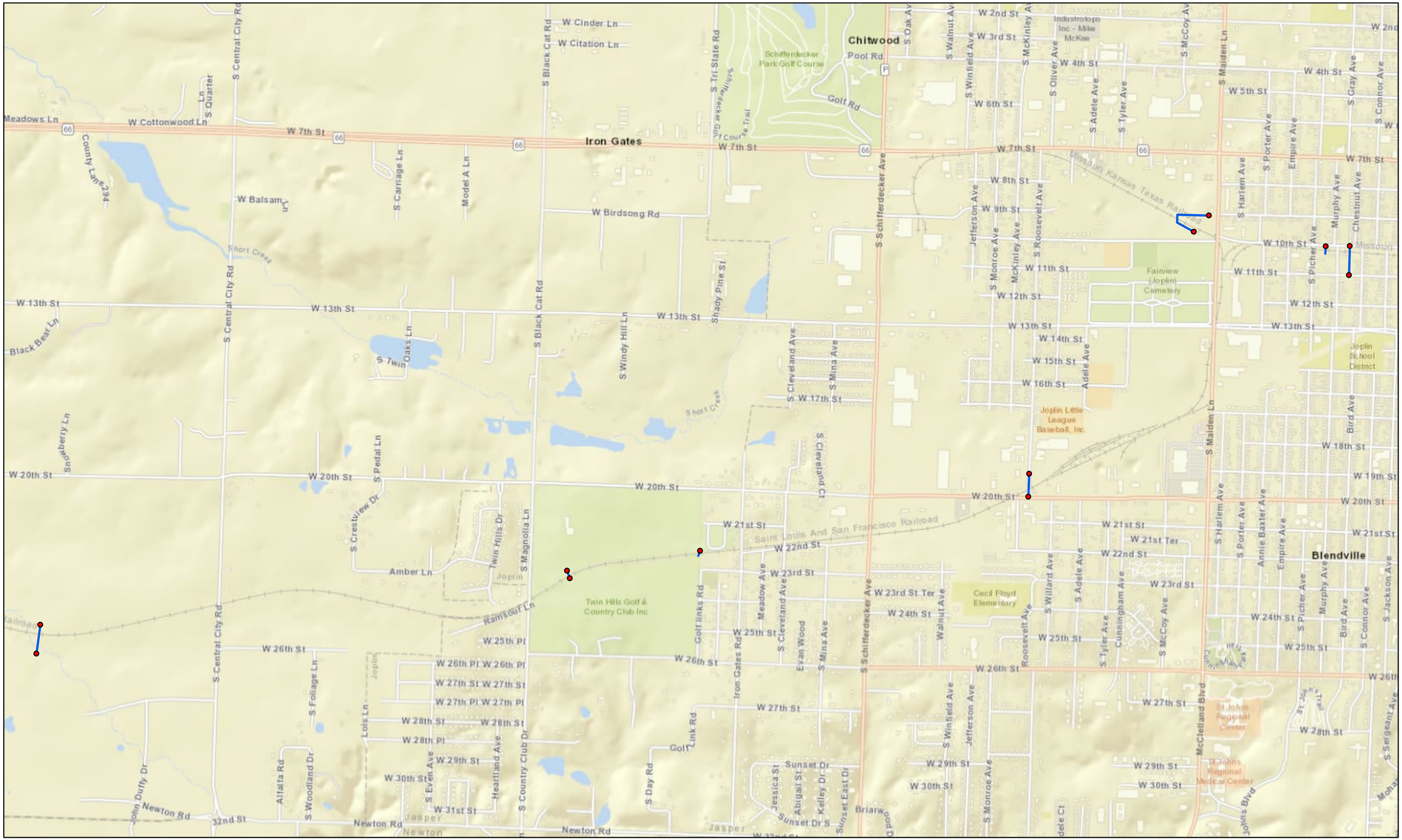
9TH ST.

12TH ST.

WILLOW BRANCH AREA

N

PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2022-01

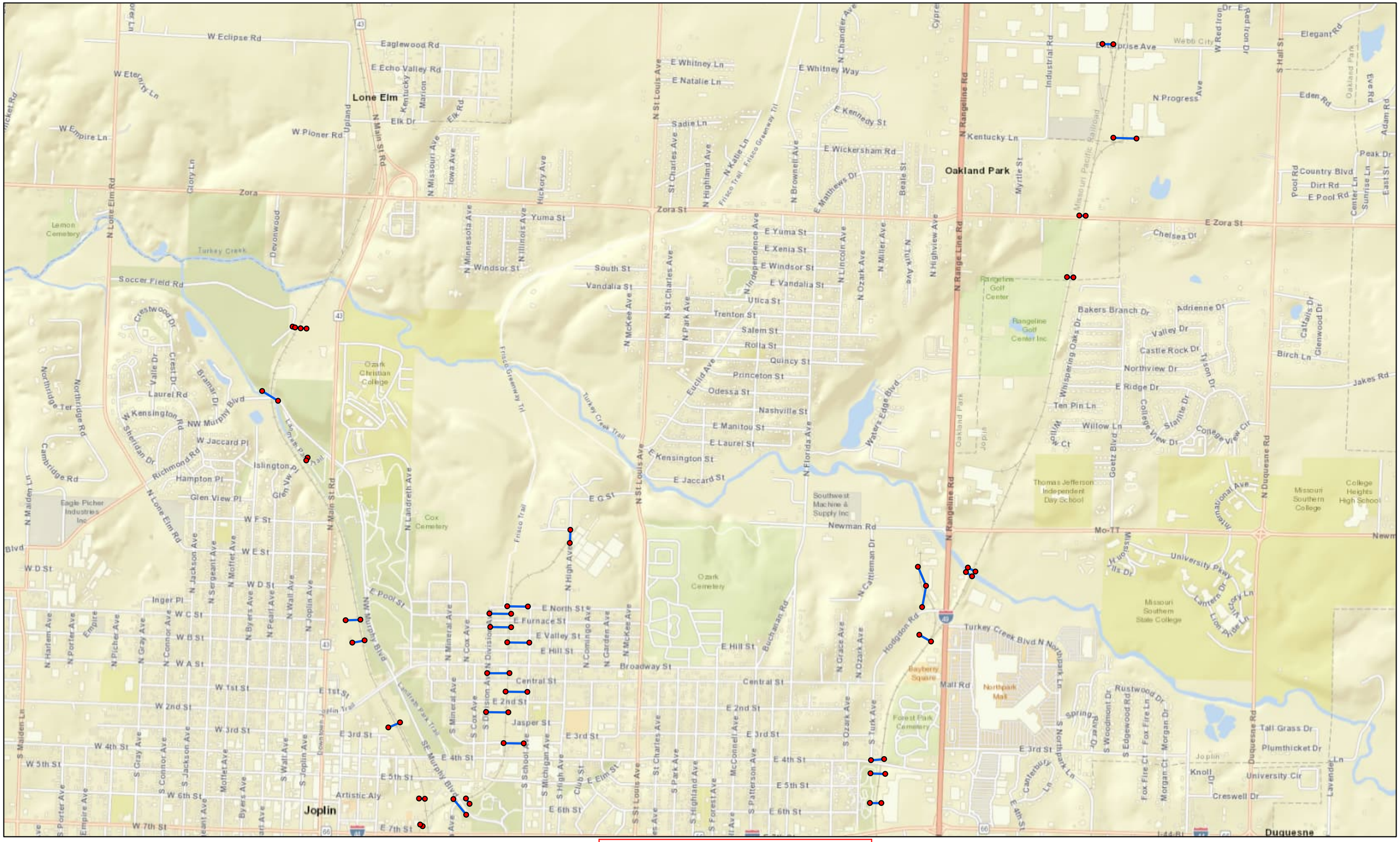


RAILROAD CROSSINGS

SHEET 1 OF 3

N

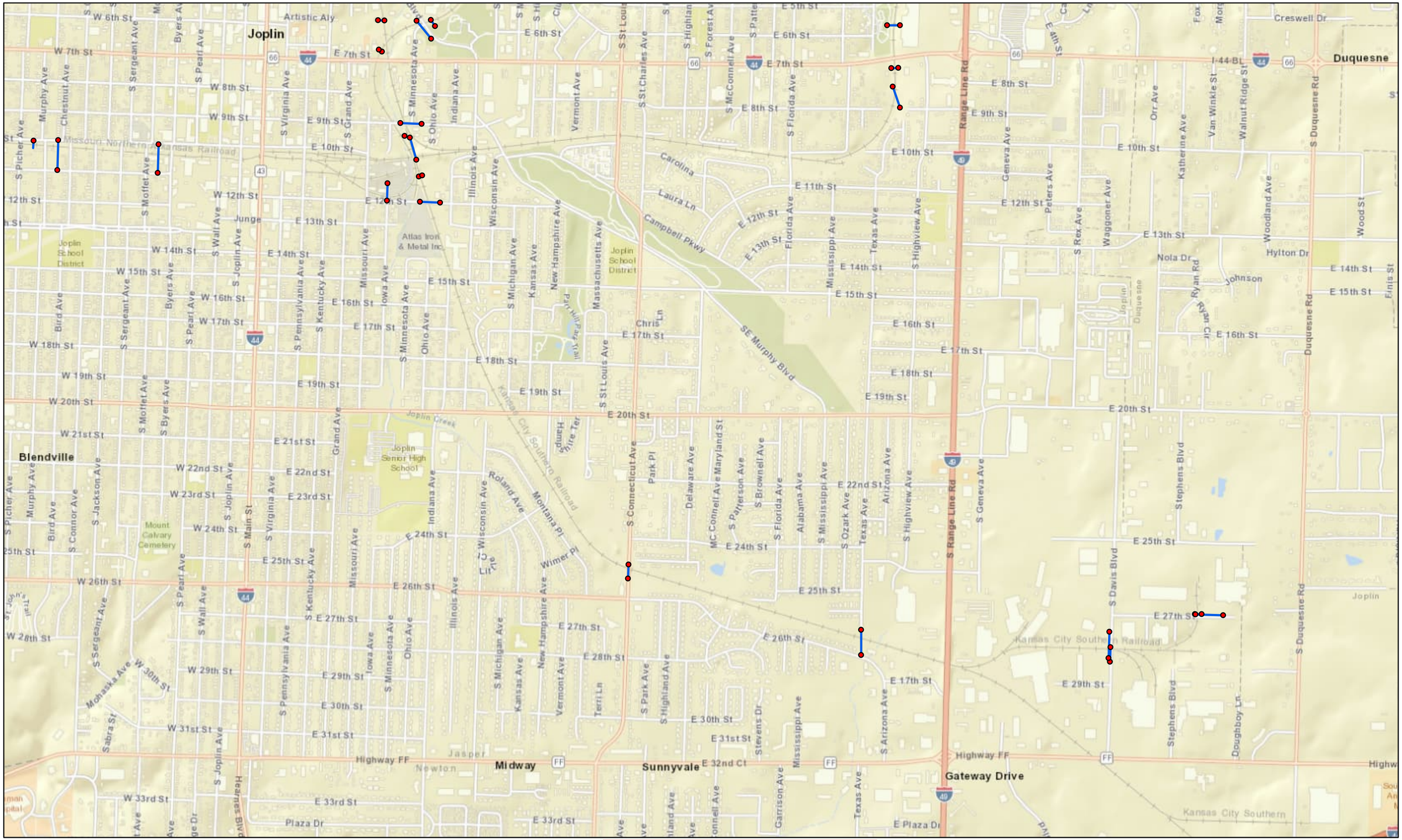
PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2022-01



RAILROAD CROSSINGS

SHEET 2 OF 3

PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2022-01



RAILROAD CROSSINGS

SHEET 3 OF 3

N

PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2022-01

COUNCIL BILL NO. 2022-107 ORDINANCE NO

AN ORDINANCE approving a purchase order for One Hundred Twenty-five Thousand and 00/100 Dollars ($125,000.00) with Ace Pipe Cleaning, Inc., for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That a purchase order to Ace Pipe Cleaning, Inc., in the amount of One Hundred Twenty-five Thousand and 00/100 Dollars ($125,000.00) for the 2021-2023 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project, a true and accurate copy of said Purchase Order 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 purchase order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there from Sanitary Sewer Fund No. 415-4542-540-8625.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Council Bill is considered an emergency due to the public health concerns associated with sanitary sewer overflows from the sanitary sewer system, and to avoid project delays.

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 2022-107

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-113 – Approval to accept a Second Supplemental Airport Aid Agreement from the Missouri Highways and Transportation Commission (MoDOT) for the completion of the Relocation of the General Aviation (GA) Entrance Road at the Joplin Regional Airport by the City of Joplin and containing an emergency clause.

MEETING DATE
March 21, 2022

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2022-113 Ordinance; Second Supplemental MoDOT Agreement, GA Terminal Area Map

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

SUMMARY
The Missouri Highways and Transportation Commission has issued this Second Supplemental Airport Aid Agreement for Thirty-Five Thousand Five Hundred Sixteen and no/00 Dollars ($35,516.00) for the completion of the Relocation of the GA Entrance Road.

BACKGROUND
One of the items addressed in the new Airport Master Plan was improvement to the General Aviation (GA) Terminal Area by reconstructing the GA entrance road. After the move of the Commercial operations to the Main Terminal in 2007 there needed to be a structured plan as to how we would address the transition of the GA Terminal Area. We have a Fixed Base Operator (FBO) and an increase in GA Transient traffic that is driving the demand for improvement to this area. The original Airport Aid Agreement was approved on council bill 2020-132 for $944,624.00. The level of funding was not sufficient to cover the costs associated with the project. Final costs for this project will be paid from this Aid Agreement based on a 90/10 State/Local share. The Local Share will be approximately Three Thousand Nine Hundred Ninety-Two no/100 Dollars ($3,992.00).

FUNDING SOURCE
Airport Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance dealing with a general appropriation, within the meaning of Section 2.12(4) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved in order to accept grant funding within time limitations and meet MoDOT timelines.

CCO Form: MO03
Approved: 7/94 (MLH)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Joplin
Project No.: AIR 196-090A-2

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SECOND SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT

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

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by Sponsor on April 3, 2019, and executed by the Commission on April 23, 2019 (hereinafter, "Original Agreement") under which the Commission granted the sum of One Hundred Twenty-Nine Thousand Nine Hundred Forty-One Dollars ($129,941) to the Sponsor to assist in specified General Aviation Development; and

WHEREAS, the parties entered into a First Supplemental Airport Aid Agreement executed by Sponsor on May 22, 2020, and executed by the Commission on May 27, 2020 (hereinafter, "First Supplemental Agreement") under which the Commission granted an additional sum not to exceed Nine Hundred Forty-Thousand Six Hundred Twenty-Four Dollars ($944,624) and extended the project time period from January 31, 2021 to December 31, 2021, to allow for completion of the work; and

WHEREAS, the Commission previously approved funds for this project; and

WHEREAS, the level of funding originally approved is not sufficient to cover costs associated with this project; and

WHEREAS, the Commission has sufficient funds to increase the grant amount for this project.

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

(1) ADDITIONAL GRANT: The Commission hereby grants to the Sponsor an additional sum of Thirty-Five Thousand Five Hundred Sixteen Dollars ($35,516) for this project. The Sponsor shall provide matching funds of not less than Three Thousand Nine Hundred Ninety-Two Dollars ($3,992) toward the project in addition to those previously committed by the Sponsor in the Original Agreement and the First Supplemental Agreement.

(2) PROJECT TIME PERIOD: Based upon the revised project schedule, the

original project time period of December 31, 2021, will be extended to June 30, 2022, to allow for completion of the work. Paragraph (2) of the First Supplemental Agreement is hereby amended accordingly.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement and First Supplemental Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement and First Supplemental Agreement shall extend and apply to this Second Supplemental Agreement.

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this _____ day of _____, 20____.

Executed by the Commission this ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

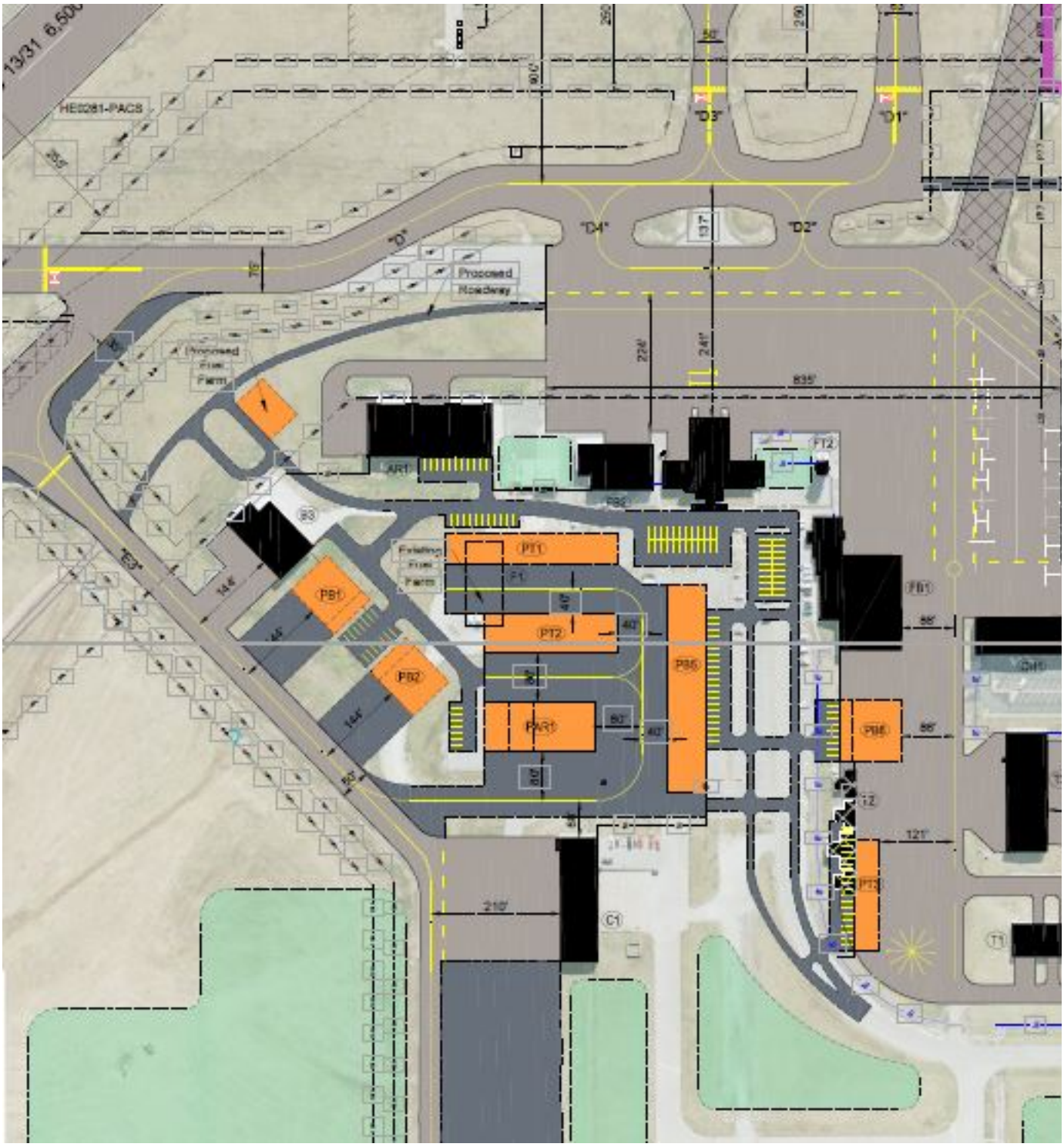
Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____
(if applicable)


"D3"
"D1"
"D4"
"D2"
"D"
Proposed Roadway
Proposed Fuel Farm
Existing Fuel Farm
PT1
PT2
PB1
PB2
PB3
PAR1
PT3
AR1
FB1
C1
T1
835'
224'
241'
210'
121'
144'
"E3"

COUNCIL BILL NO. 2022-113 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of a Second Supplemental Airport Aid Agreement from the Missouri Highways and Transportation Commission (MoDOT) for the completion of the Relocation of the General Aviation Entrance Road at the Joplin Regional Airport and authorizing the City Manager or his Designee to execute the agreement on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That a Grant agreement by and between the City of Joplin and Missouri Highways and Transportation Commission (MoDOT) not to exceed the amount of Thirty-Five Thousand Five Hundred Sixteen and no/100 Dollars ($35,516.00) for the completion of the Relocation of the GA Entrance Road Construction project at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein, Exhibit A; is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That the City of Joplin declares that this ordinance dealing with a general appropriation is an emergency within the meaning of Section 2.12(4) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved in order to allow grant acceptance to be completed and meet MoDOT timelines.

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

_____
Ryan Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-116 – approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) for professional engineering consulting services for design and construction inspection services for the pedestrian crossing of 20th Street at Joplin High School and containing an emergency clause.

MEETING DATE
March 21, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2022-116, Agreement, 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 CJW in the not to exceed amount of Thirty-Three Thousand Eight Hundred and 00/100 dollars ($33,800.00) for professional engineering consulting services for design and construction inspection services for the pedestrian crossing of 20th Street at Joplin High School.

BACKGROUND
City Staff has chosen CJW from its on-call list to perform a study of 20th Street near Joplin High School. The study will include studying the road characteristics, number of students that cross, amount of traffic on the road, etc. This study is to determine if crossing protection is warranted for 20th Street. After the study has been performed and if protection is warranted, City and Joplin Schools staff will select the best crossing option with the recommendation of CJW.

Initial meetings have already been held between City staff, the Joplin Police Department, and Joplin Schools staff. In the discussions, some crossing options that were discussed include a crosswalk crossing guard, a crosswalk with Rectangular Rapid Flashing Beacons (RRFBs) (similar to 20th Street east of Murphy Blvd), or a High-Intensity Activated Crosswalk Beacon (HAWK) Signal (similar to between Mercy and Cunningham Parks). The consultant will evaluate these options to ensure that they would provide a safe crossing that meets all federal guidelines.

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

RECOMMENDATION
Staff recommends adoption of this Council Bill on an emergency basis within the meaning of section 2.12(1) of the home rule charter, in that said ordinance is dealing with public safety. This ordinance will address safety concerns of students crossing at an unprotected crossing area.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: CJW Transportation Consultants, LLC Address: 5051 S. National, Ste. 7A Springfield, MO 65810	
Attention: Dakota Rusk		Attention: Dane Seiler, PE	
Department: Public Works – Engineering		Phone: 417-889-3400	Fax: 417-889-3402
Phone: 417-624-0820 ext. 1598	Fax: 417-625-4738	Mid-Block Pedestrian Crosswalk Designs & Construction Inspection Services Agreement 20th Street at Joplin High School	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, 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

_____

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:

CJW Transportation Consultants LLC

By: _____

Printed Name: Dan Seitlik

Title: Principals

Date: 3/16/22

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson, P.E.
Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: CJW Transportation Consultants, LLC Address: 5051 S. National, Ste. 7A Springfield, MO 65810	
Attention: Dakota Rusk		Attention: Dane Seiler, PE	
Department: Public Works – Engineering		Phone: 417-889-3400	Fax: 417-889-3402
Phone: 417-624-0820 ext. 1598	Fax: 417-625-4738	Mid-Block Pedestrian Crosswalk Designs & Construction Inspection Services Agreement 20th Street at Joplin High School	

WORK AUTHORIZATION NUMBER CJW-OC22-001
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 CJW-OC22-001 exceed the sum of Thirty-Three Thousand Eight Hundred and 00/100 Dollars ($33,800.00).

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

against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 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: CJW Transportation Consultants, LLC

By: _____

Printed Name: Dave Sutter

Title: President

Date: 8/15/22

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson, P.E.
Interim Public Works Director

Date: _____

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

Scope of Services
Mid-Block Pedestrian Crosswalk Designs
& Construction Inspection Services Agreement
20th Street at Joplin High School
Joplin, Missouri
February 25, 2022

CJW Transportation Consultants (CJW) will prepare a study of the Proposed Mid-Block Pedestrian Crossing on 20th Street at the Joplin HS. Each option is described below and the agreement includes a "Not to Exceed" cost for the most expensive design option. Any option may be chosen and dependent upon that option, CJW will bill the City accordingly.

Up to five (5) options will be considered and discussed within the study. Each option will include an appropriate Pedestrian Crash Countermeasure for a mid-block crossing on the facility type and posted speed limit of 20th Street. These options will range from a very basic cross walk to the highest level or recommended countermeasures for this crossing.

Traffic Technical Memorandum Description of Services:

Task 1.0 – Site Visit / Observation
The engineer will conduct two site visits to observe both AM and PM pedestrian behavior as they cross 20th Street and to observe parent parking at the City park across 20th Street from the school. Basic field measurements will be taken and used in the analysis of the proposed crossing. A meeting will be coordinated with onsite officials from the facility and the City to discuss their knowledge and concerns of the existing conditions. The site visit will allow the engineer to fully understand all of the client's concerns, the school's concerns, and the specific details of the location.

Task 2.0 – Multiple Crossing Options Developed
The engineer will develop up to five (5) option for the proposed crossing. Each option will meet one or more of the recommended improvements found in FHWA's Field Guide for Selecting Countermeasures at Uncontrolled Pedestrian Crossing Locations.

Task 3.0 – Evaluation of Each Option for Compliance and Effectiveness
The engineer will discuss the benefits of each option as well as the effectiveness of the treatment in preventing pedestrian crashes. Supplemental support information will be provided along with the evaluation.

Task 4.0 – Design of Agreed Upon Solution
The engineer will design the agreed upon solution(s) for the City. This will include any and all improvements up to and including a HAWK Signal. The design will include full plans, bid documents, JSPs, and other necessary documents to let the project for the City if it is determined that a construction project is needed. This task will take the project through final design (including one preliminary meeting with the City and the School to go over the design details). If a construction project is required, this task will also include project advertising, a pre-bid meeting, and the bid letting. Additionally, this task will include tabulation and checking of the bids and a final recommendation to the City for the award of the project.

Task 3.0 – Construction Inspection Services
If requested, the engineer will host a pre-construction meeting, all construction inspection services, and all necessary paperwork for the inspection and acceptance of the contractor's work.

Time Schedule: The design of the project will be completed 90 days from the notice to proceed. Notice to proceed will be based on receipt of the signed contract provided by the City of Joplin. The project schedule will be dependent on staff reviewing milestone(s) and/or providing information to Consultant as appropriate.

Compensation: The fee for the original Site Visits is Eight Hundred Dollars and 00/100 Cents ($800.00). The fee for the Development of Options is One Thousand Five Hundred Dollars and 00/100 Cents ($1,500.00). The fee for the Evaluation of Each Option is One Thousand Five Hundred Dollars and 00/100 Cents ($1,500.00). The fee for the HAWK Signal Design is Fifteen Thousand Dollars and 00/100 Cents ($15,000.00). The fee for the Construction Inspection is Fifteen Thousand Dollars and 00/100 Cents ($15,000.00). The combined fee for the engineering services (Site Visits, Development, Evaluation, Design, and Inspection) is **Thirty Three Thousand Eight Hundred Dollars and 00/100 Cents ($33,800.00)**. Should Client request work not described and included in the above *Description of Services*, such as additional services resulting from changes to the site plan, reviewing agency requiring additional services, or attendance at additional meetings, the Consultant shall invoice Client for such services.

Note: The Consultant will bill hourly for the work incurred up to, but not exceeding, the amount shown below.

TASK	TOTAL
Task 1 – Site Visit	$800.00
Task 2 – Development of Options	$1,500.00
Task 3 – Evaluation of Each Option	$1,500.00
Task 2 – Design of Agreed Upon Solution(s) (Up to and including a HAWK Signal)	$15,000.00
Task 3 – Construction Inspection Services (Up to and including a HAWK Signal)	$15,000.00
TOTAL (NOT TO EXCEED)	**$33,800.00**

Invoices will be submitted twice a month or upon completion of the study. Your dated signature below will serve as your agreement to the above fee. If you approve, please return a signed copy to my office and include a professional services contract for our consideration.

Please call if you have any questions or need additional information.

Sincerely,

Dane Seiler, PE
President
CJW Transportation Consultants, LLC
5051 S. National Ave, Ste 7A
Springfield, MO 65810

Date Accepted: _____

Dan Johnson, PE
Assistant Director of Public Works
City of Joplin
602 S. Main Street
Joplin, MO 64801

COUNCIL BILL NO. 2022-116 ORDINANCE NO

AN ORDINANCE approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) in the not to exceed amount of Thirty-Three Thousand Eight Hundred and 00/100 dollars ($33,800.00) for professional engineering consulting services for design and construction inspection services for the pedestrian crossing of 20th Street at Joplin High School; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; on an emergency basis.

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

Section 1. That the Agreement and Work Authorization with CJW in the not to exceed amount of Thirty-Three Thousand Eight Hundred and 00/100 dollars ($33,800.00) for professional engineering consulting services for design and construction inspection services for the pedestrian crossing of 20th Street at Joplin High School, 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 Transportation Sales Tax fund.

Section 4. That the City hereby declares that this Ordinance dealing with public safety, is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. This ordinance will address safety concerns of students crossing at an unprotected crossing area.

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

Council Bill 2022-116

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Transportation Sales Tax 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
CB 2022-118 Agreement with Crossland Construction, Inc for the Shoal Creek Wastewater Treatment Facility (WWTF) Drying Bed Covers project; and containing an emergency clause

MEETING DATE
March 21, 2022

ORIGINATING DEPT
Public Works/ Operations

ATTACHMENTS
CB 2022-118 Ordinance; Agreement; Bid Summary; Letter of Recommendation from Allgeier Martin and Associates

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

SUMMARY
This Council Bill approves an agreement with Crossland Construction, Inc., for the construction of drying bed covers at the Shoal Creek WWTF in the not to exceed amount of Nine Hundred Sixty Thousand and No/100 Dollars ($960,000.00)

BACKGROUND
The residue that is removed from wastewater during the treatment process is called biosolids ("sludge"). The Operating Permit for the Shoal Creek WWTF allows this residue to be land applied to fields in the vicinity of the city. Because the drying beds at Shoal Creek are not covered, rainfall slows down the sludge drying process, which negatively affects operations and timely sludge hauling to land application sites. To rectify this, staff planned for roofs to be built over some of these drying beds. On August 2, 2021, Council approved CB 2021-146, which authorized Allgeier, Martin and Associates (AMA) to provide engineering services for this project. AMA designed an open-walled structure to cover four of the eight drying beds at Shoal Creek. The structures will be similar to what was installed at the Turkey Creek WWTF previously.
This project was advertised in the Feb. 19th weekend edition of the Joplin Globe; bids were opened on March 10, 2022, in accordance with the City of Joplin's procurement policies. Bids were received from 5 contractors, with Crossland Construction being the lowest bidder. The consultant recommends award of the contract to Crossland Construction. The bid was within industry standards of the Engineer's estimate. Additionally, AMA will provide structural inspections during construction in coordination with the City's Building Department.

FUNDING SOURCE
FY 2021-2022 budget of the Wastewater fund

RECOMMENDATION
Staff recommends adoption of this Council Bill, approving a construction agreement on an

emergency basis, being an ordinance relating to a public improvement. Specifically, it is an emergency due to wastewater treatment needs and time-sensitive material availability, and is therefore an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

BID SUMMARY

PROJECT: Shoal Creek Wastewater Treatment Facility (WWTF) Drying Bed Covers

DATE OF BID OPENING: March 10, 2022 @ 1:00 pm

CONTRACTOR	BID & ADDITIVE AMOUNT
Branco Enterprises	$983,950.00
Crossland Construction	$960,000.00
G&G Construction	$1,077,800.00
Mclanahan Industries	$1,225,400.00
Sprouls Construction	$1,015,954.00
Engineer's Estimate	$900,000.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Crossland Construction Company, Inc. Address: 833 East Avenue P.O. BOX 45 COLUMBUS, KS 66725	
Attention:		Attention: Steve Houser	
Department:		Phone: (620) 429-1414	Fax: (620) 429-1412
Phone:	Fax:		

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, 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:

Shoal Creek WWTF Sludge Drying Bed Covers 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 within 240 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and

accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Nine Hundred Sixty Thousand and 00/100 ($ 960,000.00) (full amount of contract) 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 $950.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid 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 Nine Hundred Sixty Thousand and 00/100 ($ 960,000.00) dollars, 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: _____

David Hertzberg, Public Works Director

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

March 11, 2022

Mr. Lynden Lawson
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
Shoal Creek WWTF Sludge Drying Bed Covers 2022

Dear Mr. Lawson:

We have reviewed the five (5) bids received March 10, 2022, for the construction of the referenced project, and we have confirmed that Crossland Construction Company, Inc. of Columbus, KS is the apparent low bidder. Crossland has indicated that they intend to enter into a contract with the City to construct the project. Crossland Construction Company, Inc. is not presently debarred or suspended and they appear to be capable of obtaining all necessary bonds and insurance, and to perform the work specified.

It is our recommendation that the City award the construction contract to Crossland Construction Company, Inc. in the amount of $960,000.00 for the sludge drying bed cover project.

A copy of the tabulation of bids, Notice of Award, and Agreement form for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return to our office three (3) copies of the Notice of Award. A copy of Crossland's Bid and Bid Bond have been included with this letter for your records.

Once the Notice of Award document is received back by our office, we will submit Contract Documents to the Contractor for execution and schedule a project pre-construction conference.

Please contact me if you have any questions.

Sincerely,

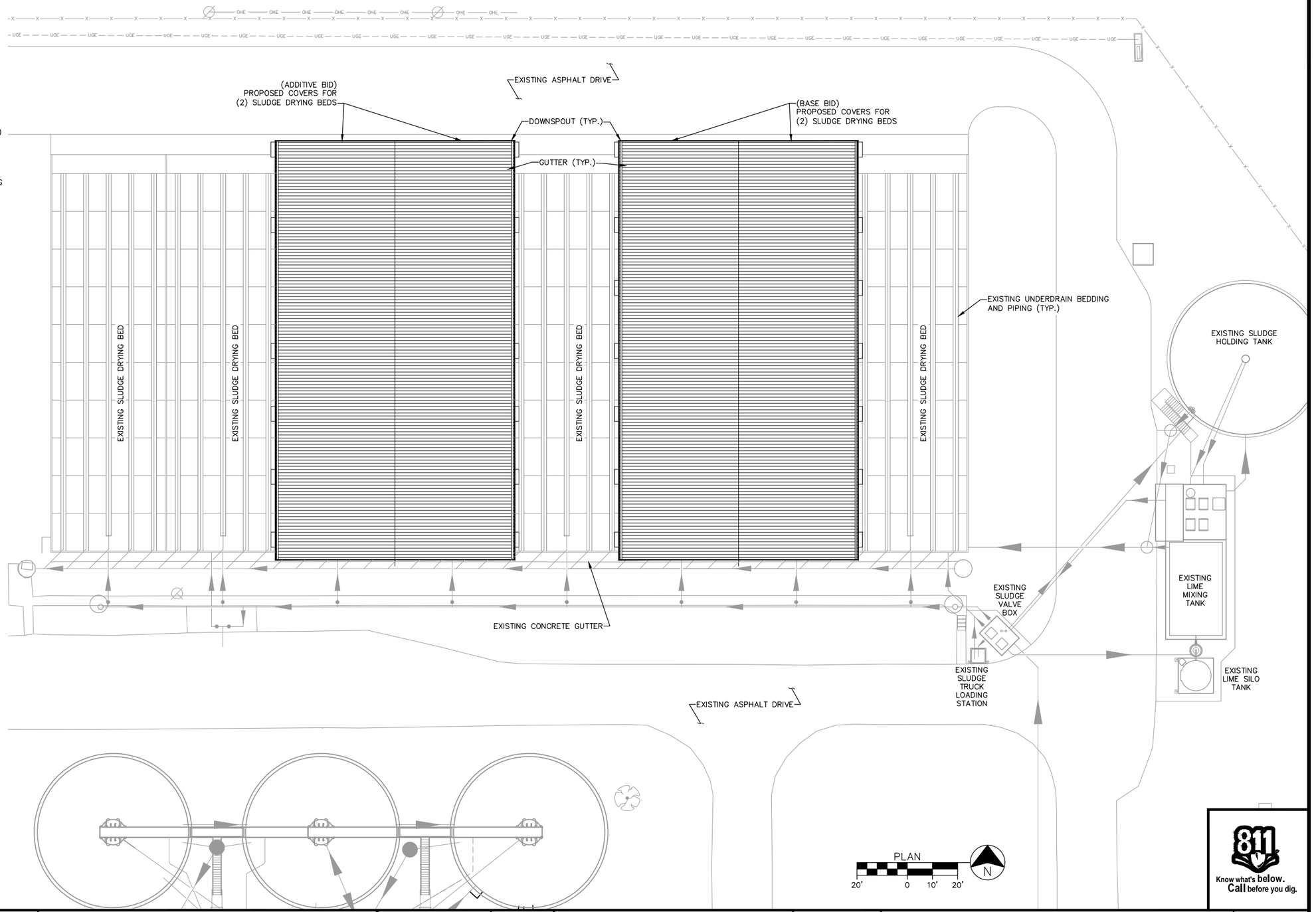
ALLGEIER, MARTIN and ASSOCIATES, INC.

Blake Watson, P.E.

Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\SHOAL CR WWTF DRYING BED COVERS\DRAWINGS\2 SLUDGE DRYING BED COVERS - SITE PLAN.DWG

BUILDING NOTES:

1. PRE-ENGINEERED METAL BUILDING (PEMB) DRAWINGS SHALL BE SUBMITTED TO ENGINEER FOR REVIEW.
2. ALL BOLTS FOR STRUCTURAL STEEL CONNECTIONS SHALL CONFORM TO ASTM F3125/A325 & SHALL BE HOT DIP GALVANIZED (H.D.G.) PER ASTM A153, SIZE AS SPECIFIED ON THE DRAWINGS.
3. BASE PLATE SIZE AND ANCHOR BOLT SIZE AND SPACING PER BUILDING MANUFACTURER.
4. FOOTING DESIGN BASED ON ASSUMED COLUMN REACTIONS. CONTRACTOR SHALL SUBMIT SEALED REACTIONS FROM PEMB MANUFACTURER FOR ENGINEER TO REVIEW AND VERIFY FOOTING DESIGN.
5. ADDITIONAL REINFORCEMENT SHALL BE PLACED AROUND ALL WALL OR FLOOR OPENINGS AND ALL PIPES &/OR STEEL SLEEVES CAST-IN-PLACE, PER REQUIREMENTS IN THE REINFORCEMENT NOTES AND DETAILS.
6. FOOTINGS AND WALLS SHALL BE CONSTRUCTED USING 4,000 psi (MIN.) COMPRESSIVE STRENGTH CONCRETE AT 28 DAY BREAK. ALL CONCRETE SHALL HAVE AIR CONTENT OF 5-8% WHEN PLACED.
7. ALL EXCAVATIONS INTENDED FOR PLACEMENT OF CONCRETE SHALL BE CLEAN AND FREE OF DEBRIS, LOOSE SOIL, OR STANDING WATER. NO FOOTING EXCAVATION SHALL BE OPENED WITHOUT HAVING REINFORCING STEEL AND CONCRETE READY TO BE PLACED WITHIN THAT WORKING DAY.
8. ALL FOOTINGS SHALL BEAR ON UNDISTURBED EARTH.
9. TRENCHING, FORMING, SHORING, AND BRACING REQUIRED TO PRODUCE A FINISHED PRODUCT CONFORMING TO THE DRAWINGS IS THE RESPONSIBILITY OF THE CONTRACTOR.
10. LOCATION OF UTILITIES MUST BE VERIFIED PRIOR TO EXCAVATION. CALL DIG RITE AS REQUIRED. PRESERVATION OF UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
11. ALL REBAR USED IN WALLS, SLABS, AND FOOTINGS SHALL BE DEFORMED BARS CONFORMING TO ASTM A615 GRADE 60.
12. REINFORCEMENT SHALL BE SUPPORTED TO MAINTAIN CLEAR SPACE AS INDICATED ON DRAWINGS. ADDITIONAL CHAIRS, BLOCKS, OR STANDEES MAY BE REQUIRED.
13. REINFORCING SHALL RUN CONTINUOUS THROUGH COLUMN REINFORCING PEDESTALS.



CIVIL ENGINEER: BLAKE W. WATSON
LICENSE NO. PE-2019000230

STATE OF MISSOURI
BLAKE W. WATSON
NUMBER PE-2019000230
02/15/2022
PROFESSIONAL ENGINEER
SHOAL CREEK DRYING BED COVERS

Know what's below. Call before you dig.

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

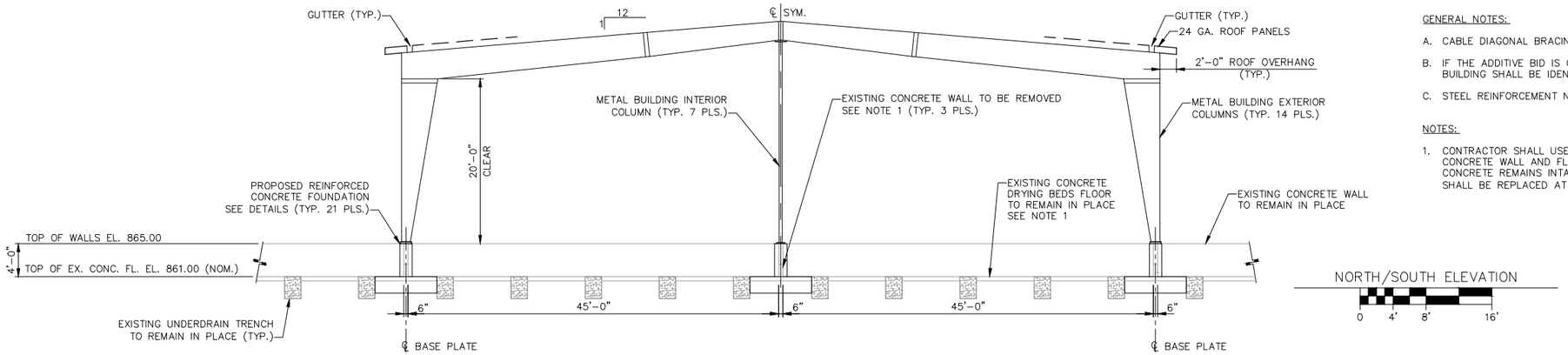
CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

REV DATE:	REVISION:

DWN BY:	WBW
CKD BY:	BWW
APD BY:	BWW
DATE:	02/15/2022

SHOAL CREEK WASTE WATER TREATMENT PLANT
DRYING BED COVERS 2022
SLUDGE DRYING BED COVERS - SITE PLAN

DWG. NO. 2



NORTH/SOUTH ELEVATION

0 4' 8' 16'

GENERAL NOTES:

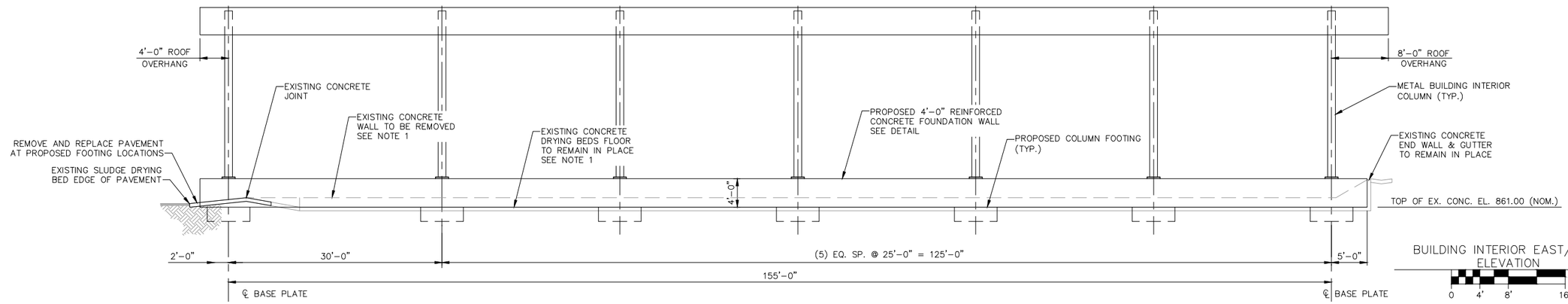
A. CABLE DIAGONAL BRACING OCCURS ON SIDEWALL ONLY.

B. IF THE ADDITIVE BID IS CHOSEN BY THE CITY, THE ADDITIONAL BUILDING SHALL BE IDENTICAL.

C. STEEL REINFORCEMENT NOT SHOWN FOR CLARITY.

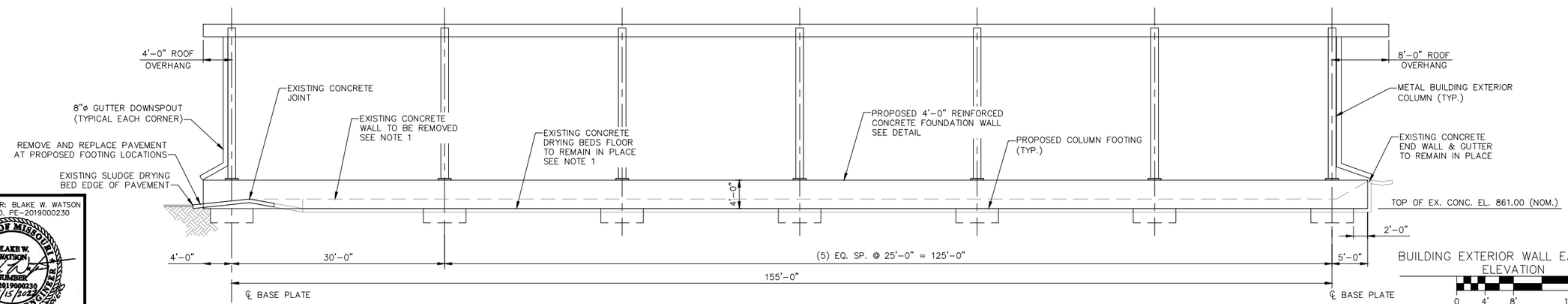
NOTES:

1. CONTRACTOR SHALL USE EXTREME CARE WHEN REMOVING EXISTING CONCRETE WALL AND FLOOR TO ENSURE REMAINING DRYING BED CONCRETE REMAINS INTACK AND UNDAMAGED. DAMAGED CONCRETE SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.



BUILDING INTERIOR EAST/WEST ELEVATION

0 4' 8' 16'



BUILDING EXTERIOR WALL EAST/WEST ELEVATION

0 4' 8' 16'

CIVIL ENGINEER: BLAKE W. WATSON
LICENSE NO. PE–2019000230

STATE OF MISSOURI
BLAKE W. WATSON
NUMBER PE-2019000230
02/15/2022
PROFESSIONAL ENGINEER
SHOAL CREEK DRYING BED COVERS

Know what's below. Call before you dig.

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

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CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

REV DATE:	REVISION:

DWN BY:	WBW
CKD BY:	BWW
APD BY:	BWW
DATE:	02/15/2022

SHOAL CREEK WASTE WATER TREATMENT PLANT
DRYING BED COVERS 2022
SLUDGE DRYING BED COVERS - BUILDING ELEVATIONS

DWG. NO. 4

Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\SHOAL CR WWTF DRYING BED COVERS\DRAWINGS\4 SLUDGE DRYING BED COVERS – BUILDING ELEVATIONS.DWG

COUNCIL BILL NO. 2022-118 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Crossland Construction Inc. in the amount of Nine Hundred Sixty Thousand and 00/100 Dollars ($960,000.00) for the Shoal Creek Wastewater Treatment Facility Drying Bed Covers project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Crossland Construction Inc. for the Shoal Creek Wastewater Treatment Facility Drying Bed Covers project, a true and accurate copy of said agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

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

Section 4. That the City of Joplin hereby declares that this Ordinance, approving a construction agreement on an emergency basis, being an ordinance relating to a public improvement. Specifically, it is an emergency due to wastewater treatment needs and time-sensitive material availability, and is therefore an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

Passed by the Council of the City of Joplin, Missouri, this _____ 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 2022-118

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-504 – Approval of a Real Estate Contract

MEETING DATE
March 21, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-504 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of North St. Louis and East North Street; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at North St. Louis and East North Street.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of March 4, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received one bid for North St. Louis and East North Street, which had a minimum bid price of $5,625.00. TAMKO Building Products submitted the best bid with a sales price of $11,500.00. The property is currently zoned R-1 and contains approximately 10,000 square feet of land.

The City will complete the sale of this parcel on or before April 30, 2022.

FUNDING SOURCE
This item is not applicable for this council bill.

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

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and TAMKO Building Products LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate located at North St. Louis and East North Street described as follows:

> "All of EAST JOPLIN 1st Addition, Lots 1 and 2 Block 45 and the East ½ Vacated Street on W in the City of Joplin, Jasper County, Missouri. Zoned R1, approximately 10,000 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Eleven Thousand Five Hundred Dollars ($11,500.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before April 30, 2022, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

TAMKO Building Products LLC

By: _____

XXXX, XXXX
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 1/6/2022

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

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

2022-504

BID TABULATION

PROJECT: **Surplus Property 2022-04 St. Louis & E North Street**
DATE OF BID OPENING: March 4, 2022
Minimum Bid $5,625

CONTRACTOR	BID
Tamko	$11,500.00

COUNCIL BILL NO. 2022-504 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and TAMKO Building Products LLC., for the sale of one parcel located at North St. Louis and East North Street, totaling approximately 10,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Eleven Thousand Five Hundred Dollars and No Cents ($11,500.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and TAMKO Building Products LLC. for the sale of one parcel located at North St. Louis and East North Street, totaling approximately 10,000 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of EAST JOPLIN 1st Addition, Lots 1 and 2 Block 45 and the East ½ Vacated Street on W in the City of Joplin, Jasper County, Missouri. Zoned R1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2022, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-505 – Approval of a Real Estate Contract

MEETING DATE
March 21, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-505 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 1304 Kentucky Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 1304 Kentucky Avenue.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of March 4, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received two bids for 1304 Kentucky Avenue, which had a minimum bid price of $5,400.00. Ledford Construction submitted the best bid with a sales price of $15,001.00. The property is currently zoned R-3 and contains approximately 6,000 square feet of land.

The City will complete the sale of this parcel on or before April 30, 2022.

FUNDING SOURCE
This item is not applicable for this council bill.

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

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Ledford Construction and Development, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 1304 Kentucky Avenue, the real estate described as follows:

> "JC Cox Jrs Fourth Addition Lot 199 to the City of Joplin, Jasper County, Missouri. Zoned R3, approximately 6,000 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Fifteen Thousand and One Dollar ($15,001.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before April 30, 2021, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Ledford Construction & Development, LLC

By: _____

Lance Ledford, Member
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 1/6/2022

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

DISCLAIMER

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

2022-505

BID TABULATION

PROJECT: **Surplus Property 2022-07 1304 Kentucky**
DATE OF BID OPENING: March 4, 2022
Minimum Bid $5,400

CONTRACTOR	BID
Habitat for Humanity	$5727.00
Ledford Constr.	$15,001.00

COUNCIL BILL NO. 2022-505 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel located at 1304 Kentucky Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Fifteen Thousand One Dollar and No Cents ($15,0001.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC. for the sale of one parcel located at 1304 Kentucky Avenue, totaling approximately 6,000 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of JC Cox Jrs Fourth Addition Lot 199 to the City of Joplin, Jasper County, Missouri. Zoned R3."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2022, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-506 – Approval of a Real Estate Contract

MEETING DATE
March 21, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-506 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 916 Jackson Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 916 Jackson Avenue.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of March 4, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received one bid for 916 Jackson Avenue, which had a minimum bid price of $4,620.00. Ledford Construction submitted the best bid with a sales price of $12,001.00. The property is currently zoned R-3 and contains approximately 5,134 square feet of land.

The City will complete the sale of this parcel on or before April 30, 2022.

FUNDING SOURCE
This item is not applicable for this council bill.

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

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Ledford Construction and Development, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 916 Jackson Avenue, the real estate described as follows:

> "All of Byers & Murphy's Third Addition North 34 Feet Lot 107 in the City of Joplin, Jasper County, Missouri. Zoned R3, approximately 5,134 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Twelve Thousand and One Dollar ($12,001.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before April 30, 2021, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a
Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Ledford Construction & Development, LLC

By: _____

Lance Ledford, Member
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 1/6/2022

1 " = 47 '

0 0.00425 0.0085 0.017 mi

N

DISCLAIMER

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

2022-506

BID TABULATION

PROJECT: **Surplus Property 2022-06 916 Jackson**
DATE OF BID OPENING: March 4, 2022
Minimum Bid $4,620

CONTRACTOR	BID
Ledford Constr.	$12,001.00

COUNCIL BILL NO. 2022-506 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel located at 916 Jackson Avenue, totaling approximately 5,134 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Twelve Thousand One Dollar and No Cents ($12,0001.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC. for the sale of one parcel located at 916 Jackson Avenue, totaling approximately 5,134 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of Byers & Murphy's Third Addition North 34 Feet Lot 107 in the City of Joplin, Jasper County, Missouri. Zoned R3."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2022, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-507 – Approval of a Real Estate Contract

MEETING DATE
March 21, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-507 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of West Junge Blvd and South Sergeant Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at West Junge Blvd and South Sergeant Avenue.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of March 4, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received three bids for West Junge Blvd and South Sergeant Avenue, which had a minimum bid price of $5,625.00. Ledford Construction submitted the best bid with a sales price of $12,001.00. The property is currently zoned R-3 and contains approximately 6,250 square feet of land.

The City will complete the sale of this parcel on or before April 30, 2022.

FUNDING SOURCE
This item is not applicable for this council bill.

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

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2022, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Ledford Construction and Development, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at West Junge Blvd and South Sergeant Avenue, the real estate described as follows:

> "All of the West 50 Feet of that part of Lot Numbered One Hundred Twelve (112) lying South of Railroad right-of-way, and the West 50 Feet of Lots Numbered One Hundred Thirteen (113) and One Hundred Fourteen (114) in Carter's First Addition to the City of Joplin, Jasper County, Missouri. Zoned R3, approximately 6,250 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Twelve Thousand and One Dollar ($12,001.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that Abbey Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at Abbey Title on or before April 30, 2021, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall

pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No

modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Ledford Construction & Development, LLC

By: _____

Lance Ledford, Member
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 1/6/2022

1 " = 47 '

0 0.00425 0.0085 0.017 mi

N

DISCLAIMER

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

2022-507

BID TABULATION

PROJECT: **Surplus Property 2022-05 W. Junge & Sergeant**
DATE OF BID OPENING: March 4, 2022
Minimum Bid $5,625

CONTRACTOR	BID
Habitat for Humanity	$5,727.00
Linda Rook LW Rental	$5,780.20
Ledford Constr.	$12,001.00

COUNCIL BILL NO. 2022-507 ORDINANCE NO.

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC., for the sale of one parcel located at West Junge Blvd and South Sergeant Avenue, totaling approximately 6,250 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of Twelve Thousand One Dollar and No Cents ($12,0001.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Ledford Construction and Development, LLC. for the sale of one parcel located at West Junge Blvd and South Sergeant Avenue, totaling approximately 6,250 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of West 50 Feet of that part of Lot Numbered One Hundred Twelve (112) lying South of Railroad Right-of-Way, and the West 50 feet of Lots Numbered One Hundred Thirteen (113) and One Hundred Fourteen (114) in Carter's First Addition to the City of Joplin, Jasper County, Missouri. Zoned R3."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2022, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-114 Agreement and Work Authorization with Olsson for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan

MEETING DATE
March 21, 2022

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2022-114; Agreement and Work Authorization; Scoring Summary

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an agreement and work authorization with Olsson in the not to exceed amount of One Hundred Fifty-Eight Thousand Eight Hundred and 00/100 dollars ($158,800.00) for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan

BACKGROUND
In August, 2004, Joplin citizens voted in favor of initiating a Capital Improvement Sales Tax with a ten-year sunset provision to provide an additional funding source to complete major road improvements. Within this ten-year period, more than $44 million of revenues were generated from the 3/8-cent sales tax, and provided funding for 19 projects. In August, 2014, Joplin citizens voted to renew this 3/8-cent sales tax for an additional 10-year period, which will sunset in 2025. The revenues generated by the renewal of this sales tax are being used to fund an additional 14 projects which have either been completed or are currently underway.

It is anticipated that the City will be asking the citizens to renew the 3/8-cent Capital Improvement Sales Tax in 2024, for an additional 10-year period (2025-2035). To prepare for this, a Request for Qualifications (RFQ) for professional engineering services to provide a Capital Improvement Program (CIP) Masterplan was advertised on January 29th, with Statements of Qualifications from interested consultants due on February 17th. The City received one response to the RFQ, from Olsson. The qualification statement received was reviewed and scored by a team of City staff comprised of Public Works, Planning and Zoning, and Health Department personnel. Based on the scoring, it was determined that Olsson was qualified to provide the requested services. A scoping meeting was held with Olsson to determine the scope of work to be included in this agreement.

The masterplan will include a comprehensive list of proposed projects for possible inclusion in the next Capital Improvements Sales Tax program. This list of projects will be provided to the City's Capital Improvements Sales Tax Renewal Committee for their review and recommendation of the final list of projects to be presented to the citizens and voted upon. It is anticipated that the proposed sales tax will generate between $45 million to $50 million.

In addition, the list of proposed projects will also be utilized moving forward as a guide that will support future project selection and determination if additional funding opportunities arise; including grants, cost-share opportunities, etc.

FUNDING SOURCE

Capital Improvement Sales Tax

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S Main Joplin, MO 64801	
Attention: Dan Johnson, P.E.		Attention: Jack Schaller Clayton Cristy	
Department: Public Works		Phone: 417-781-0643	Fax: 17-781-4714
Phone: 417-624-0820	Fax:	CIP Masterplan	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, 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

_____

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:

Olsson

By: _____

Printed Name: Jack Schaller

Title: Client Relationship Manager

Date: 03/14/2022

Engineer:

Olsson

By: _____

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: 03/14/2022

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson, P.E.
Interim Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 702 S Main Joplin, MO 64801	
Attention: Dan Johnson, P.E.		Attention: Jack Schaller Clayton Cristy	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4717
Phone: 417-624-0820	Fax:	CIP Masterplan	

WORK AUTHORIZATION NUMBER OLS-CIP-01
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 OLS-CIP-01 exceed the sum of One hundred fifty eight thousand eight hundred Dollars ($158,800.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of

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

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

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

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

As of January 1, 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: Olsson

By: Jack Schaller

Printed Name: Jack Schaller

Title: Client Relationship Manager

Date: 03/14/2022

Engineer: Olsson

By: Clayton Cristy

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: 03/14/2022

CITY OF JOPLIN, MISSOURI

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

Date: _____

Exhibit A

SCOPE OF SERVICES
03-10-2022

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 100 – PROJECT KICK-OFF, RESEARCH, AND ANALYSIS
Olsson will meet with Client to review scope, schedule, key milestones, and project roles throughout the Project. Olsson will provide project management of the Project for Client, coordinating schedules, key milestones, team members, and tasks to be completed.

Client will provide Olsson will copies of the following CIP Review Documents to be reviewed.

CIP Review Documents

- Current City of Joplin Capital Improvement Program
- City of Joplin Stormwater Master Plan
- City of Joplin Traffic Signal Master Plan (Under development)
- City of Joplin Parks Master Study Plan
- City of Joplin Facilities Master Plan (Under development)
- City of Joplin ADA and Sidewalk Assessment
- City of Joplin Active Transportation Assessment
- City of Joplin Transit Masterplan
- City of Joplin Airport Masterplan
- MoDOT Long Range Transportation Plan
- Joplin Area Transportation Study Organization Transportation Improvement Program
- Joplin Area Transportation Study Organization Metropolitan Transportation Plan
- Joplin Area Transportation Study Organization Bicycle and Pedestrian Transportation Plan

Olsson will review the CIP Review Documents and develop an initial list of projects as proposed in each of the documents. Olsson will organize list for use during the focus group meetings. Project data that will be extracted from CIP Documents will include project name, description, costs, and plan. Projects magnitude of costs will be developed for projects that do not have assigned costs within the CIP Review Documents. Plan graphics will be developed in GIS. Olsson anticipates a maximum of a one hundred (100) projects within the initial list.

Olsson will review available base map information provided by Client and will assemble a base map for required plan documents. Olsson will contact City of Joplin, Missouri for available GIS data and aerial electronic data.

Meetings:

- One (1) Virtual Project Kick-off Meeting

Deliverables:

- Initial list of projects from CIP Review Documents (including cost information)

Total Phase 100 Fee: $51,700.00

PHASE 200 – ENGAGEMENT

Marketing and Outreach

Olsson will create the branding plan detailing the Project's visual/graphic identity that will be used on all Project materials, marketing and outreach materials, and document design.

Olsson will write and coordinate with Client on the content and timing of up to four (4) press releases throughout the Project. Client will coordinate and schedule media outreach releases.

Olsson will create one (1) postcard-size mailer for Client to send to all city residents. The mailer will include a Project overview, a link to the Project website, and list of ways to get involved. Client will be responsible for compiling the distribution list, print and postage costs, and mailing the mailer.

Olsson will coordinate with city's existing social media platforms and the city's existing website to encourage engagement in the Project. Olsson will draft Project-related content, including appropriately sized graphics and captions, for the city's website and social media accounts. Client will be responsible for posting Project-related content to the city's website and social media accounts. Olsson will coordinate with Client on timing of city website and social media posts.

Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public, including, the public surveys, public open house, and virtual draft plan review.

Online Engagement

Olsson will prepare a dedicated and branded Project website for Project information. This website will allow interested participants to view proposed project locations and descriptions, provide feedback on proposed projects, and learn about the CIP planning process and how to get involved. Content on the website will also include an educational element for the upcoming Capital Improvement Sales Tax election. Olsson will maintain website operations, content, maps, updates, and monitoring throughout the Project and will transfer all website operations and update authority to Client once the Project is complete. The website will include a community member interest form to generate a Project community contact list.

Olsson will create an online public survey embedded within the Project website that will include educational elements, as well as high-level priority-focused questions.

In-Person Engagement

Olsson will conduct one (1) in-person prioritization workshop for the city departments and stakeholders. The prioritization workshop will include facilitated small-group discussions and review sessions with the larger group. Olsson will organize a series of interactive exercises for participants. Olsson anticipates a maximum of forty (40) projects within the prioritization workshop list.

Olsson will host one (1) in-person public open house once project prioritization and recommendations are refined. This event provides the public with another opportunity to review the CIP projects and their priority.

Olsson will also create a virtual public open house, hosted through the Project website. The virtual public open house will be live for at least two (2) weeks and will include the same content as the in-person public open house. The virtual public open house will allow those that were unable to attend or uncomfortable attending the in-person public open house a chance to voice their opinion on the CIP projects.

Olsson will combine comments and recommendations from the in-person and virtual public open house for review by the city. The city shall provide comments on open house summary findings and recommendations for incorporation into the final CIP project list.

Deliverables:

- Project branding plan
- Content for social media posts (graphics and captions)
- Content for up to four (4) press releases
- Development and maintenance of a project website
- Public survey creation, monitoring, and summary report
- Prioritization workshop memoranda, as needed
- Marketing and outreach materials
- One (1) virtual public open house
- Prioritized list of projects

Meetings:

- One (1) public survey coordination meeting with Client
- One (1) prioritization workshop
- One (1) in-person public open house

Total Phase 200 Fee: $48,300.00

PHASE 300 – CIP Master Plan Development

Olsson shall prepare the comprehensive CIP Master Plan document based upon the data, analysis, and input generated in the previous tasks. The plan document and recommendations will be illustrative, including annotated plan graphics, diagrams, and photographic imagery. Olsson will develop a set of supporting implementation strategies and action steps for each recommendation that may include information such as phasing, prioritization, and cost impact.

Deliverables:

- Draft CIP Master Plan

Meetings:

- One (1) Draft CIP Master Plan Review Meeting

Total Phase 300 Fee: $31,900.00

PHASE 400 – Plan Refinement and Adoption

Following a review by city staff members and comment incorporation, a final draft CIP master plan will be posted on the Project website for public review. Public and Project stakeholders will be able to comment on the draft plan with an interactive software for a set period of time.

When the public review period has closed, Olsson and city staff members will discuss revisions and edits to be incorporated into the final version of the CIP Master Plan.

The final deliverable will be presented by Olsson at (1) City Council meeting.

Deliverables:

- PDF of draft and final version of comprehensive CIP Master Plan document

Meetings:

- One (1) Content review meeting with city staff members
- One (1) City Council presentation/meeting

Total Phase 400 Fee: $21,900.00

Phase 900 – Expenses

Includes all Project related reimbursable expenses, as defined on the Reimbursable Expense Schedule attached to this Agreement. Additional expenses above estimated fee shall be approved with the Client prior to proceeding.

Phase 900: Estimated $5,000.00

TOTAL SCOPE OF SERVICES: $158,800.00

Assumptions

- Magnitude of costs developed will include exceptions due to fluctuation in current economy, inflation, and construction costs.

Additional Services

- Olsson will review and city Maintenance and Personnel Requirements with the city to determine areas to implement into the CIP.

olsson

General Infrastructure

LABOR RATE BILLING SCHEDULE 2022

LABOR RATES

Description	Range
Principal/Senior Professional ……..	175 - 280
Project Manager……	140 - 250
Project Professional……..	130 - 180
Associate Professional ……...	115 - 135
Assistant Professional…….	85 - 130
Designer ……	110 - 160
CAD Operator ……..	40 - 120
*Surveyor ……..	65 - 150
*Survey Crew……..……	130 - 175
*Construction Services……..	50 - 240
Administrative/Clerical……..	45 - 110

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule. Special rates include but are not limited to Power Delivery, Survey, Field Operations, Special Inspection, Construction Observation, Geotechnical, Non-Destructive Testing, Drilling, Executive Staff.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

*Not inclusive of all services. Refer to Note 1.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	**Cost**
Automobiles (Personal Vehicle)	$0.585/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$85.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

Updated for Year 2022

Capital Improvements Program (CIP) Masterplan RFQ Scoring Sheet

	Max Score	Scorer	Olsson
Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.	**20**	1	18
		2	17
		3	15
		4	20
		5	20
		Subtotal	**18**
Consultant's Relevant Experience. The Firm's overall experience with similar projects.	**20**	1	19
		2	19
		3	19
		4	20
		5	20
		Subtotal	**19.4**
Project Team - Qualifications of staff to be assigned, education, position in firm and years experience will be considered.	**20**	1	19
		2	16
		3	19
		4	20
		5	20
		Subtotal	**18.8**
Approach - Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.	**40**	1	37
		2	35
		3	36
		4	40
		5	40
		Subtotal	**37.6**
		Score	**93.8**

COUNCIL BILL NO. 2022-114 ORDINANCE NO.

AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of One Hundred Fifty-Eight Thousand Eight Hundred and 00/100 dollars ($158,800.00) for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement and Work Authorization with Olsson in the not to exceed amount of One Hundred Fifty-Eight Thousand Eight Hundred and 00/100 dollars ($158,800.00) for professional engineering services for the development of a Capital Improvements Program (CIP) Masterplan, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

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

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-115 – adoption of a Standard Operating Procedure to allow Parklets in the City of Joplin Right of Way.

MEETING DATE
March 21, 2022

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
Council Bill 2022-115 Ordinance, Standard Operating Procedure (SOP)

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 adopts a Standard Operating Procedure for allowing Parklets within the City limits.

BACKGROUND
Five years ago, City Staff was asked to place a Parklet in a parking stall along Main Street. Downtown Joplin Alliance has requested that the City allow parklets in the Right of Way (ROW) as part of a Downtown revitalization effort. Staff reviewed guidelines through the National Association of City Transportation Officials (NACTO) website while writing this SOP. Staff presented to City Council a draft SOP for consideration during a Work session to adopt a policy. Staff has received feedback from the Downtown Joplin Alliance and also from Council before bringing updating the SOP that is included in this Council Bill. Staff will need to be involved with issuing a permit, making inspections and also inspecting the area after a parklet has been removed.

FUNDING SOURCE
No City Funding

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

Public Works
602 S Main Street
Joplin, Missouri 64801
417-624-0820

MEMORANDUM:

November 30, 2021

From: Assistant Director of Public Works for Operations
To: City Employees

Subj: POLICY CONCERNING PERMITTING PARKLETS IN CITY RIGHT OF WAYS
REF: (1) National Association of City Transportation Officials (NACTO)
(2) OSHA Rules & Regulations 1910.29 (f) (7) fall protection systems and falling object protection – criteria and practices
(3) Americans with Disabilities Act (ADA)
(4) Manual on Uniform Traffic Control Devices (MUTCD)
(5) Joplin City Code Manual

1. This memorandum states the policy for the proper handling of permitting Parklets before, after and during the emplacement into the City Right of Ways (ROW).
2. Parklets can easily convert curbside parking spaces into usable community spaces.
3. According to NACTO, Parklets should have a distinctive design that incorporates seating, greenery and or bike racks. This should meet the demand for public space in a thriving community or retail area.
4. Parklets will be allowed during the warmer months during the year, Parklets will not be allowed during the winter months because of snow plowing and removal. The season will normally be between March to November.
5. Parklets will meet the Americans with Disabilities Act (ADA) criteria while in the Public ROW.
6. Any damage to the Street, gutter, or curb caused by a Parklet will be paid for by the owner with the City either utilizing Street crews or the Restoration contractor to repair.
7. The Parklet will be limited to the parking space(s) assigned except when tying into the curb & sidewalk.
8. The Parklets must be attractive in nature and not be unsightly.
9. The Parklets must not have tripping or trapping hazards that may cause injuries.
10. Design and maintenance costs for the Parklet is borne by the owner.
11. The Parklet should be no wider than 8’ and the length no longer than 25’.
12. The Parklet must have distinguishing reflective devices so that is easily identifiable by drivers.
13. The floor of the parklet must be able to hold the number of people it is designed for. Signage should state capacity.
14. There should be at least a four-foot buffer between the placing of the Parklet and the parking space behind and to the front of it.

15. Parklets will not be placed at intersections, street corners, alleys, or in areas that may cause a sight triangle issue.
16. Parklets will be placed in front of the business who sponsors it, as long as it meets all of the other rules contained within this Policy.
17. Some Parklet will be pre-fabricated per City Ordinances, these are acceptable.
18. Parklets will only be placed on streets that have a Speed limit of 25 miles per hour or less.
19. No alcohol will be consumed in a Parklet unless it is approved through a Picnic License permit through the City Manager's office.
20. If the parklet is being used as an extension to a Restaurant, the Health Department would need to inspect the facility. This would be in accordance with the City of Joplin Food Sanitation Ordinance and refers to operations that must meet the "Food Establishment."
21. No matter the slope of the street, the floor of the Parklet should be designed so that it is not more than 7 percent off level.
22. There should be either an open or closed railing (normally 36 to 38 inches in height) and able to withstand 200 pounds of horizontal force within the top 2" of railing. There must be a sign along the railing stating not to extend body parts past the railing into the street.
23. The parklet should not block access to Sanitary sewer manholes or Storm water inlets.
24. Parklets should not block any type of ADA access or electrical boxes or vaults.
25. Parklets will not extend past the parking space(s) into the driving lane or onto the sidewalk, except where the access ramp may be located.
26. City personnel Actions:

    Step 1: A permit should be granted first, before a Parklet is emplaced into the City's ROW. This must be approved by the Director of Public Works or the Director of Planning, Development and Neighborhood Services, or one of the Assistant Directors of these two Departments. The Permit fee will be $150.
    Step 2: There will be an expiration date for the permit where the parklet is removed by the owner.
    Step 3: The owner of the Parklet will furnish liability insurance for the Parklet for $1,000,000 insured.
    Step 4: The location must meet requirements listed above.
    Step 5: The parklet must meet city specifications before being emplaced (quality, weight capacity, reflectivity, ADA requirements).
    Step 6: After being emplaced and before any use of the Parklet, an inspection by the building inspectors should be conducted to ensure that it meets specifications.
    Step 7: During the season, the Parklet should be inspected at least once every two months to ensure it still meets the requirements.
    Step 8: Construction Inspectors must inspect the pavement where the Parklet was located after it is removed to ensure that there is no damage caused by the Parklet.

27. Parklets shall be removed by the owner, at their expense, no later than November 1st each year, and not replaced the following year until after March 15th. These dates may be changed by the City at its sole discretion.
28. The City of Joplin has adopted this policy as a pilot policy and reserves the right to suspend the use of parklets at any time. Upon written notice to the business, the parklet shall be removed no later than five (5) days after notice is given.
29. Any questions or comments concerning this policy can be addressed through the normal chain of command or through the Assistant Director of Public Works for Operations at (417) 624-0820 ext. 1560.

Lynden Lawson

COUNCIL BILL NO. 2022-115 ORDINANCE NO.

AN ORDINANCE adopting parklet policies and procedures.

WHEREAS, parklets are public seating platforms that convert curbside parking spaces into vibrant community spaces; and

WHEREAS, the City believes that authorizing parklets on City property would encourage investment and redevelopment, especially in the downtown area; and

WHEREAS, the City desires to authorize parklets on City property in accordance with the terms and conditions described in the policies and procedures attached hereto and incorporated by reference as Exhibit A.

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

Section 1: The City of Joplin hereby adopts the Parklet Policies and Procedures attached hereto and incorporated by reference as Exhibit A.

Section 2: These policies and procedures are subject to change upon approval by the City Council.

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-117 – approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) for professional engineering consulting services for the Joplin Signal System Study.

MEETING DATE
March 21, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2022-117, Agreement, Work Authorization, Score Sheet

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 CJW in the not to exceed amount of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 dollars ($110,151.00) for professional engineering consulting services for the Joplin Signal System Study.

BACKGROUND
The City of Joplin owns and operates more than 50 signalized intersections. The City has a comprehensive study of these signalized intersection performed approximately every ten years with the last study being done in 2009. City staff prepared a Request for Qualifications (RFQ) for professional engineering services to provide an updated Traffic Signal System Study and was advertised on January 29th, with Statements of Qualifications from interested consultants due on February 17th. The City received three responses to the RFQ. The qualification statements received were reviewed and scored by a team of City staff. Based on the scoring, CJW was selected to perform the Traffic Signal System Study. A scoping meeting was held with CJW to determine the scope of work to be included in this agreement.

The study includes in its scope of work items such as cataloging existing equipment, analyzing and recommending signal timing plans, and recommendations for signal projects. Additionally, the consultant is to review the duties of the City's Signal Technician position. The consultant will also be performing a cost benefit analysis in regard to the ownership of streetlights within the City. Come of the project recommendations from the consultant may be incorporated into the Capital Improvements Program Masterplan.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Capital Improvement Sales Tax.

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

Joplin Traffic Signal Sytem Study RFQ Scoring

	Max Score	Scorer	CJW	Olsson	Bartlett & West
Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.	**20**	1	17	18	18
		2	18	18	18
		3	19	18	18
		4	19	19	18
		5	18	20	17
		Subtotal	**18.20**	**18.60**	**17.80**
Consultant's Relevant Experience. The Firm's overall experience with similar projects.	**20**	1	18	19	18
		2	17	18	16
		3	20	18	16
		4	19	18	18
		5	19	20	17
		Subtotal	**18.60**	**18.60**	**17.00**
Project Team - Qualifications of staff to be assigned, education, position in firm and years experience will be considered.	**20**	1	19	18	18
		2	18	17	18
		3	19	18	18
		4	18	19	18
		5	20	20	19
		Subtotal	**18.80**	**18.40**	**18.20**
Approach - Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.	**40**	1	34	35	36
		2	32	33	35
		3	38	36	34
		4	36	36	33
		5	40	38	35
		Subtotal	**36.00**	**35.60**	**34.60**
		Score	**91.60**	**91.20**	**87.60**

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: CJW Transportation Consultants, LLC Address: 5051 S. National, Ste. 7A Springfield, MO 65810	
Attention: Dakota Rusk		Attention: Dane Seiler, PE	
Department: Public Works – Engineering		Phone: 417-889-3400	Fax: 417-889-3402
Phone: 417-624-0820 ext. 1598	Fax: 417-625-4738	Joplin Traffic Signal System Study	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, 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

_____

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:

CJW Transportation Consultants LLC

By: _____

Printed Name: Dane Soucier

Title: President

Date: 3/14/22

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson, P.E.
Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: CJW Transportation Consultants, LLC Address: 5051 S. National, Ste. 7A Springfield, MO 65810	
Attention: Dakota Rusk		Attention: Dane Seiler, PE	
Department: Public Works – Engineering		Phone: 417-889-3400	Fax: 417-889-3402
Phone: 417-624-0820 ext. 1598	Fax: 417-625-4738	Joplin Signal System Assessment	

WORK AUTHORIZATION NUMBER CJW-Signal-2022
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 CJW-Signal-2022 exceed the sum of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 Dollars ($110,151.00).

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

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

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

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

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

As of January 1, 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: CJW Transportation LLC

By: _____

Printed Name: Dane Sotelo

Title: President

Date: 3/14/22

CITY OF JOPLIN, MISSOURI

By: _____

Dan Johnson, P.E.
Interim Public Works Director

Date: _____

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

March 9, 2022

Dakota Rusk,
City of Joplin
602 S Main Street
Joplin, Missouri 64801

RE: Request for Proposal, Joplin Signal System Assessment

Dear Mr. Rusk,

CJW Transportation Consultants, LLC has thoroughly reviewed your request to provide signal system assessment, signal timing, lighting review, and operational analysis services for the Joplin Signal System. Please see attached proposal for your review and approval.

If you have questions and need additional information, let me know.

Sincerely,

Dane Seiler, P.E., PTOE
President
CJW Transportation Consultants, LLC

This is **Attachment A**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Engineer's Services

The Joplin Signal System Review project will consist of the review of all signals within the city of Joplin. That review will include a documenting and assessing the current signal equipment in the field. In addition signal timing will be reviewed for each intersection as a part of the project. New signal timing plans will also be developed and implemented throughout the city. Additional work items include providing an analysis of the current duties of the signal technician, evaluating staffing signal maintenance staffing levels, and a benefit cost analysis of the streetlights. The Engineer will serve as an extension of City staff to provide assistance in the delivery of the project designated as "Joplin Signal System Review" hereinafter referred to as the PROJECT.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

1. Engineer will provide project management for engineering tasks, including development of a detailed milestone schedule all phases of the PROEJCT including meeting dates, deliverable dates and procurement milestones for inclusion in RFQ/RFP documents with post-proposal and construction administration management

2. Engineer will provide monthly project updates describing completed and upcoming tasks, including distribution of a regular look ahead calendar of tasks.

3. Engineer will prepare monthly reporting on budget, status, pending changes, and schedule.

Project Records & Administration

1. Engineer will maintain a record of project documents, meetings, correspondence, comments, and other pertinent material throughout the course of the project. The materials shall be assimilated into an electronic Project Record at the completion of the project. The Project Record will include editable copies of raw material, such as AutoCAD and Word files for the project deliverables

Quality Management

1. Engineer will provide quality assurance to develop and evaluate project delivery process and discipline collaboration throughout all phases of the PROJECT.

Project Scheduling

1. Engineer will provide and maintain scheduling for all phases of the PROJECT.

Project Coordination

1. The Engineer's Project Manager or designee will coordinate work activities with the City's Project Manager and others.

2. The Engineer's Project Manager or designee will coordinate daily work activities of the subcontractors and provide oversight and overall project management.

3. The Engineer's Project Manager or designee will participate in a biweekly teleconference or video conference to keep the City's Project Manager abreast of the progress. The meeting should last 30 minutes to an hour on average. The frequency of the meeting will be expected for the first four (4) months of this PROJECT. Meeting frequencies may be adjusted at any time as the City's Project Manager deems necessary.

TASK 1.0 Signal System Data Collection

1.1. Kick off Meeting

The Consultant shall organize and conduct a kick off meeting for the project. The meeting will involve all necessary City and Engineer personnel for the completion of the project. The Engineer shall provide an agenda for the meeting.

1.2. Coordination with City GIS Personnel

The Consultant will coordinate with City GIS personnel on the type of data required for input into the city of Joplin's GIS system. IT is anticipated that the Engineer will proved the data, and the city will input the data into the cities GIS system.

1.3. Establishment of Data to Collect

The Consultant shall establish a working list of items to be collected at each signalized intersection. This list shall include pertinent signal related items for the city. The list will be collaboration between the consultant, city staff, and standard practices. Data may include the following:

Signal controllers, supports, indications, detection, pedestrian facilities, all field data, signs, back plates, signal plans, timing plans.

1.4. Field Data Collection

The Consultant will provide data collection and field evaluation of each of the 55 traffic signals within the city of Joplin. The consultant will provide detailed information on each signal, and evaluate the signal based upon condition, ADA standards, and overall need. A field inspection should be conducted to identify any detectors, pushbuttons or other appurtenances that are not operational that could affect system operation. Included shall be a confirmation that internal controller clocks are synchronized (system parent and local clocks). A list of deficiencies will be provided to the maintaining agency identifying any problems. The consultant shall report to the maintaining agency, systems that show excessive clock drift during the inspection. The maintaining agency will consider this information to determine if physical system changes are required to prevent future clock drifting from affecting system operation.

1.5. Summarization of Data

All Data will be summarized for City use. Data will be summarized in spreadsheet format and coordinated with the use of the Cities GIS system.

1.6. Technical Report

1.7. Meeting updates

The Consultant will conduct periodic meetings throughout the project to update and coordinate with City Staff.

TASK 2.0 Signal Timing

2.1. Review of Timing

The consultant will utilize traffic modeling to provide a cursory review of the existing signal timing, reviewing the splits, and coordination factors for the timing.

2.2. Clearance Interval Review

The Consultant will review existing clearance intervals for consistency and comparison to the existing standards.

2.3. Traffic Modeling

The initial model shall include the correct minimum initials, vehicular clearance, pedestrian intervals, and aerial background image. With the model shall be an "Existing Geometrics and Signal Layout" diagrams including intersection phasing. This is a one page per intersection diagram with an aerial of the intersection showing the signal layout (and phase diagram).

The time of day models should use the highest volume hour. The time of day models should be complete with the various applicable local timing parameters including:

a. Min Initials;
b. Min Splits;
c. Pedestrian Intervals;
d. Yellow Time;
e. Red Time;
f. Vehicle Extension/Min Gaps

The specific tasks related to modeling are:

Field Work - shall be performed, if necessary, to gather necessary model parameters, including basic geometrics, lane use, turn lane storage length, intersection widths (red calculation), pedestrian crossing widths, lane widths, intersection spacing, signal phasing, etc.

Model Creation - Shall consist of the physical creation of the Synchro 10 timing model using already gathered volume information and field work information. A base model should be created and submitted to for review/approval as described above. The consultant may at his/her discretion create the other timing plan models; however, they shall be revised accordingly based upon any comments received on the submitted base model. Models shall be created for each of the following timing plans with checkmarks:

- ☐ Weekday AM peak
- ☐ Weekday MID peak
- ☐ Weekday PM peak
- ☐ Weekday Off peak

Model Check/Calibration - shall consist, when necessary, of making vehicle and driver parameter changes to ensure the model accurately represents real-world conditions.

Timing Table Creation- shall consist of making easily readable timing tables for use in the field (or via download) to program controllers with optimized timing plans. Existing controller timings will be provided at each intersection, if requested, such timings should then be summarized into the spreadsheet for ease of reviews and to compare existing to proposed timing. Included shall be cycle lengths, splits, offsets, local timing parameters (min, max, recalls, yellow, red, ped timing, memory settings, etc). Also included shall be plan transition times (time when a plan is scheduled to begin).

Note: The implementation of a new timing plan (plan transition time) should normally occur at least a half hour prior to when it is needed. The implementation of a new timing plan can cause a lack of coordination for 2-4 cycle lengths, so this disruption should be completed prior to the onset of peak hours.

2.4. Field Implementation

The maintaining agency or an equipment vendor will install the new timing plans. Consultant should review installed timings via database print outs and/or field checks to insure they are correct in the controller.

2.5. Field Refinement

The consultant shall make field observations of implemented, optimized signal timings. The recommended timing adjustments shall be submitted to the maintaining agency for approval. The maintaining agency or an equipment vendor will install the recommended timing adjustments.

TASK 3.0 Future Needs Analysis

The Consultant will look and the overall needs of the city signal system and evaluate any capital projects to improve the signal system including evaluating central software, interconnect, and operational needs. In addition the consultant will review the need for upgrades to additional signals providing the city with a list of anticipated projects with budgets for inclusion on the CIP project list. The consultant will provide a detail report that will include a summer of Task 4.0 and Task 5.0.

TASK 4.0 Review of Signal Technician Duties

The Consultant will provide an analysis of Signal Technician duties. In addition to identifying any needed duties, the consultant will also provide a staffing level analysis for maintenance of the city signal system.

TASK 5.0 Streetlight Analysis

The Consultant will analyze the current ownership and operation of the streetlights within the city of Joplin. The Consultant will coordinate the data for their analyses with the city of Joplin, and Liberty utilities. With the assistance of the city, the consultant will analyze various ownership scenarios of the street lights

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner.

Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

Furnishing services of Consultants for other than Basic Services.

Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A3.01 *Exclusions and Assumptions*

Exclusions:

Assumptions:

City of Joplin will provide existing signal timing plans

Traffic Count Data will be provided by the City of Joplin

Subject:	Engineering Design Fee Estimate City of Joplin, Missouri Joplin, Missouri Signal System Review			
By:	CJW	Date:	3/9/2022	Sheet:
CJW No.	21100			1 of 2

MAN-HOURS and FEE ESTIMATE

		Project Principal	Senior Engineer	Project Engineer	Engineer Intern	Senior Designer	Signal Tech	Field Inspector	Office Administrator	Hours	Cost
	Hourly rate =	$170.00	$150.00	$108.00	$79.00	$83.00	$100.00	$65.00	$32.00	Total	total
Joplin Signal System Review											
Task 1.0 Signal System Data Collection											
Task 1.1	Kick off Meeting		2		2					4	$458
Task 1.2	Coordination with City GIS Personnel		2		32					34	$2,828
Task 1.3	Establishment of Data & Worksheet		2		12					14	$1,248
Task 1.4	Field Data Collection at 55 Locations		8		110					118	$9,890
Task 1.5	Summarization of Data		2		40					42	$3,460
Task 1.6	Technical Report and Findings		8		32					40	$3,728
Task 1.7	Meeting Updates		10		10					20	$2,290
Subtotal		**0**	**34**	**0**	**238**	**0**	**0**	**0**	**0**	**272**	**$23,902**
Task 2.0 Signal Timing											
Task 2.1	Cursory Review of Timing		60		40					100	$12,160
Task 2.2	Clearance Interval Analysis		8		40					48	$4,360
Task 2.3	Traffic Modeling		16		80					96	$8,720
Task 2.4	Field Implementation		60		60					120	$13,740
Task 2.5	Field Refinement		40		40					80	$9,160
Task 2.6	Signal Timing Development		16		60					76	$7,140
Subtotal		**0**	**200**	**0**	**320**	**0**	**0**	**0**	**0**	**520**	**$55,280**
Task 3.0 Future Needs Analysis											
Task 3.1	Evaluate Existing Conditions		16							16	$2,400
Task 3.2	Evaluate System Approach		16							16	$2,400
Task 3.3	Determine Signal Related CIP Projects		32							32	$4,800
Task 3.4	Provide a Cost for projects		8		24					32	$3,096
Task 3.5	Provide a detailed report on recommended		24		24					48	$5,496
Task 3.12	QA/QC		8							8	$1,200
Subtotal		**0**	**104**	**0**	**48**	**0**	**0**	**0**	**0**	**152**	**$19,392**
Task 4.0 Review Duties of Signal Technician											
Task 4.1	Review Current Duties of Signal tech		4				16			20	$2,200
Task 4.2	Review Staffing Need based upon workload		2				8			10	$1,100
Subtotal		**0**	**6**	**0**	**0**	**0**	**24**	**0**	**0**	**30**	**$3,300**
Task 5.0 Streetlight Analysis											
Task 5.1	Analyze Current Street Light Conditions		8		12					20	$2,148
Task 5.2	Review Future Streetlight scenarios		8		12					20	$2,148
Task 5.3	Develop a benefit cost analysis of scenarios		8		12					20	$2,148
Subtotal		**0**	**24**	**0**	**36**	**0**	**0**	**0**	**0**	**60**	**$6,444**

Subject:	**Engineering Design Fee Estimate** **#REF!** **#REF!** **#REF!**			
By:	#REF!	Date:	3/9/2022	Sheet:
CJW No.	21100			2 of 2

SUMMARY OF MAN-HOURS and FEE ESTIMATE

CJW Transportation Consultants, LLC

Task #		Hours	Cost
Task 1.0	Signal System Data Collection	272	$ 23,902
Task 2.0	Signal Timing	520	$ 55,280
Task 3.0	Future Needs Analysis	152	$ 19,392
Task 4.0	Review Duties of Signal Technician	30	$ 3,300
Task 5.0	Streetlight Analysis	60	$ 6,444
	Σ Hours =	1034	Σ Labor = **$ 108,318**

Direct Cost

Prints/ Copies						$250
Travel	2,800	Miles @	$0.566	/Mile		$1,583
					Reimbursable Total =	**$1,833**
					Total Estimated Fee =	**$110,151**

TOTAL FEE =	**$110,151**
TOTAL NOT TO EXCEED FEE =	**$110,151**



CJW
2022 Fee Schedule

Personnel Hourly Rates:	
Principal	$170.00
Senior Engineer	$150.00
Project Engineer	$108.00
Engineer Intern	$79.00
Inspector	$74.00
Senior Designer	$83.00
Senior Designer II	$78.00
Survey Manager / PLS	$88.00
Survey Crew Chief	$72.00
Survey Crew Member	$60.00
2 Person Survey Crew	$132.00
Traffic Data Collector	$30.00
Engineering Technician	$62.00
Administrator	$34.00
Clerical	$30.00

Expenses and Equipment Charges:	
Vehicle (3/4 ton or less)	$0.535/mile
Copies	$0.10/each
Blueprints	$0.50/sq. ft.
Real Time GPS Equipment	$250.00/day
Robotic Prism-Less Instrument	$195.00/day

Reimbursables: Travel Expenses, Outside Printing, Sub-Contractor Expenses

Overtime (Over 8 hours a day, 40 hours a week, Saturdays, Sundays, and Holidays):
1.5 times the hourly rate

CJWTRAN-01 KMCTAGGART

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurancenter 2901 Arizona Ave Joplin, MO 64804	CONTACT NAME: Kathleen McTaggart PHONE (A/C, No, Ext): (417) 623-7500 FAX (A/C, No): E-MAIL ADDRESS: kmctaggart@theinsurancenter.com
INSURED CJW Transportation Consultants, LLC 5051 S National, Ste 7A & 7B Springfield, MO 65810	INSURER A : CINCINNATI INSURANCE COMPANY 10677 INSURER B : Cincinnati Casualty Company 28665 INSURER C : Everest National Insurance Company 10120 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ECP0383831	4/22/2021	4/22/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ECP0383831	4/22/2021	4/22/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ECP0383831	4/22/2021	4/22/2022	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		EWC0383832	4/22/2021	4/22/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Prof Liability			AAEP000081211	4/22/2021	4/22/2022	Occurrence	1,000,000
C	Prof Liability			AAEP000081211	4/22/2021	4/22/2022	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Joplin
602 S Main St
Joplin, MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kathy McTaggart

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COUNCIL BILL NO. 2022-117 ORDINANCE NO

AN ORDINANCE approving an Agreement and Work Authorization with CJW Transportation Consultants, LLC (CJW) in the not to exceed amount of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 dollars ($110,151.00) for professional engineering consulting services for the Joplin Signal System Study; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement and Work Authorization with CJW in the not to exceed amount of One Hundred Ten Thousand One Hundred Fifty-One and 00/100 dollars ($110,151.00) for professional engineering consulting services for design and construction inspection services for the Joplin Signal System Study, 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 Capital Improvement 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 2022-117

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-119 – approving a contract with Matrix Consulting Group, Ltd. for professional consulting services for preparing the City of Joplin's Benchmark Study.

MEETING DATE
March 21, 2022

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
Council Bill 2022-119 Ordinance, contract, Scoring Sheet, Submittals

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 contract with Matrix Consulting Group, Ltd. in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for professional consulting services for the City of Joplin's Benchmark Study.

BACKGROUND
On December 16, 2021, City Staff published a Request for Proposal for the development of a Comprehensive Benchmark Study. The City of Joplin was looking for a firm that would evaluate the current services and level of services including manpower, contracts, procedures, policies, as well as internal and external services. Moreover, as part of this evaluation process, Staff is needing to collect input data pertaining to level of services offered and compare these with cities of comparable size, services provided, and high-growth communities within the Midwest. This Study will receive feedback from both stakeholders and shareholders of our city. Ultimately, Staff is looking to develop established level of services which could be implemented to provide better levels of service to the citizens. The firm will provide a comprehensive final report outlining their methodologies used with findings and conclusions. City staff used the procurement process to request proposals and conducted interviews with three of the firms that submitted RFP's. The Benchmark Study Committee reviewed packages after receiving the RFP's, graded interviews and selected Matrix Consulting Group on March 3rd. Staff has reviewed the qualifications and submittal by Matrix Consulting Group and find them to be within industry standards and the best candidate to represent the city in this study.

FUNDING SOURCE
General Fund.

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

Proposal to Conduct a Benchmark and Level of Service Study

JOPLIN, MISSOURI

Original

January 25, 2022

matrix consulting group

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matrix
consulting group

January 25, 2022

Lynden Lawson
Assistant Public Works Director
City of Joplin
602 South Main Street
Joplin, MO 64801

Dear Mr. Lawson:

The Matrix Consulting Group is pleased to present our proposal to conduct a benchmark and level of service study for the City of Joplin. Our proposal is based on our review of the City's request for proposal, our research on the City's operations, and our extensive experience analyzing other similar operations in Missouri and across the country.

We understand that the City is seeking a comprehensive assessment of service levels, including staffing implications and operational efficiencies, for the organization. A key component of this study is evaluating the service levels provided and aligning these for a sustainable future state that takes into consideration community input and service levels of comparable communities.

We have proposed a highly experienced project team including members who have previously served in local government in executive management positions as well as career consultants with hundreds of studies as experience. Our key qualifications are:

- Our exclusive market and service focus is on assisting local governments with staffing and operational assessments. Since being founded in 2002, our project team has conducted over 90 organization-wide studies. Representative clients are provided in the following table:

Brattleboro, Vermont	Johnson County, Kansas	Rancho Palos Verdes, CA
Carroll County, NH	Monroe County, Michigan	Roseville, California
DeKalb County, Georgia	Montpelier, Vermont	Schertz, Texas
Deltona, Florida	Orland Park, Illinois	Sunnyvale, California
Greenbelt, Maryland	Orting, Washington	Tigard, Oregon
Gulf Shores, Alabama	Portage, Michigan	Tinley Park, Illinois
Half Moon Bay, California	Rancho Mirage, California	Waxhaw, North Carolina

We are currently completing similar studies for Coventry, RI and Takoma Park, MD.

- In addition, we have completed over 1,400 departmental studies covering every area of local government operations.

- Our project team consists of highly experienced subject matter experts. Our proposed project manager has prior local government experience in addition to his extensive consulting experience. Our proposed project team members are all staff with the firm, there are no subcontractors.

We have fully reviewed the issued RFP and agree to all conditions, requirements, and terms outlined. As President of the firm, I am authorized to submit this proposal and execute a contract for services on behalf of the Matrix Consulting Group. Our proposal and pricing will remain valid for at least 120 days from the submittal date.

We appreciate this opportunity to provide a proposal for the City's consideration. I can be reached at either the address and phone number listed in the footer or at rbrady@matrixcg.net.

Richard P. Brady

Matrix Consulting Group
Richard Brady, President

1. Company Profile

This section of our proposal will provide an overview of the Matrix Consulting Group and our experience conducting similar organizational-wide operations including benchmarking and level of service evaluations.

1. About the Matrix Consulting Group

The Matrix Consulting Group is a management consulting firm dedicated to providing quality analytical assistance to local government. Our company was formed in 2002 by experienced consultants in order to pursue an operating model in which analytical work is performed by senior level staff. Our firm can be summarized as follows:

- We are incorporated in California with a Bay Area headquarters and have regional offices in Edwardsville (St. Louis metro area) (IL), Charlotte (NC), Dallas-Fort Worth (TX), Fort Myers (FL), and Portland (OR). It should be noted that we are incorporated in Missouri as a foreign corporation.
- We are comprised of 20 full time and four part time staff.
- While the Matrix Consulting Group provides a variety of analytical services to local government, one of our most significant areas of expertise is in the evaluation of levels of service in a community. We have conducted over 90 organization-wide assessment and over 1,400 department specific studies since our founding

We take a holistic approach to evaluating local government service levels and staffing needs both to meet the current and projected workload.

2. Company Profile

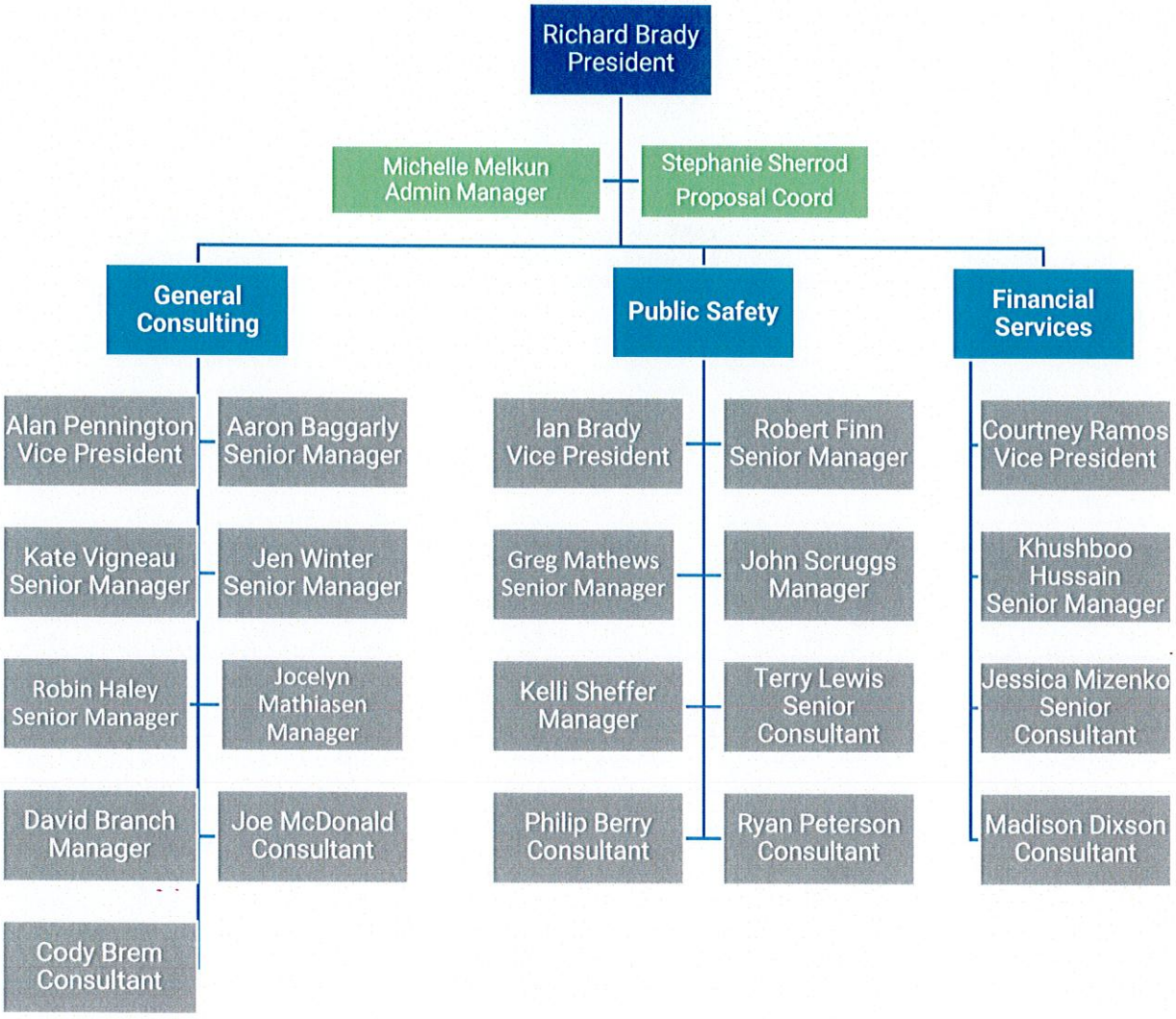
This section of our proposal will outline the requested information for the Matrix Consulting Group.

Firm Information	Company Name	Matrix Consulting Group, Ltd.
	Address	1650 S Amphlett, Suite 213 San Mateo, CA 94402
	Phone	650-858-0507
	Fax	650-397-4050
	Incorporated	State of California in 2003 (a partnership in 2002)
	Enterprise Type	C-Corporation
	Firm Representative	Richard Brady, President

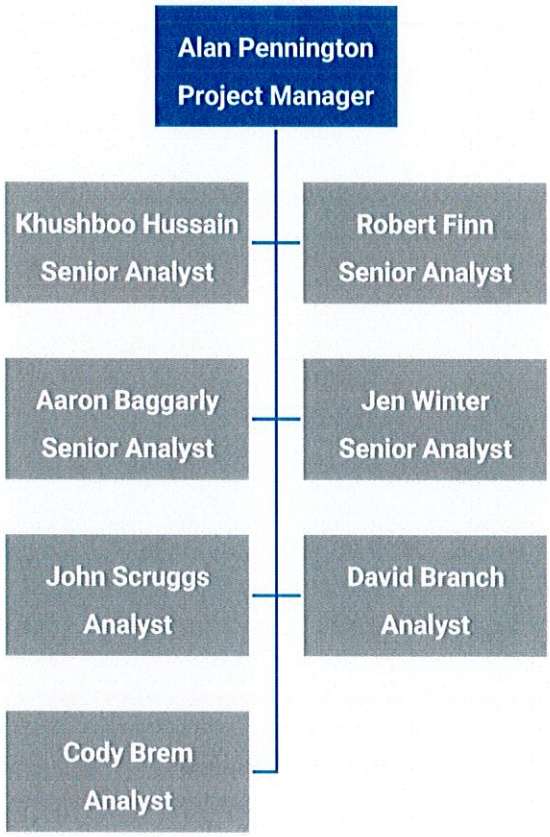
	Email	rbrady@matrixcg.net
	Phone	650-823-3174
Project Manager	Name	Alan Pennington, Vice President
	Email	apennington@matrixcg.net
	Phone	618-795-1995
Office Locations	Edwardsville, IL	101 Southpointe Dr, Suite E Edwardsville, IL 62025 Phone: 618-692.9085
	Charlotte, NC	8022 Providence Road, Suite 500-106 Charlotte, NC 28277 Phone: 803-622-9910
	Portland, OR	329 NE Couch Street, Suite 307 Phone: 650-575-5129

2. Organizational Structure

The Matrix Consulting Group is comprised of three primary teams. Our three teams include a Public Safety, Financial Services, and General Consulting practices. General Consulting includes all local government functions except public safety, cost allocation, and fee schedule studies. The proposed project team for this study will be comprised of members of our General Consulting Group with representatives from our Public Safety team included for subject matter expertise. The following graphic outlines the organizational structure of the Matrix Consulting Group.



The following graphic shows are proposed project team on this engagement.



The following table outlines the specific areas that each individual would primarily focus on during this engagement.

Employee	Service Area
Alan Pennington	Administrative
Khushboo Hussain	Finance / Admin
Aaron Baggarly	Community Development
Jen Winter	Public Works / Infrastructure
John Scruggs	Police
Robert Finn	Fire
David Branch	Administrative / Community Services
Cody Brem	Support to all team members

Resumes for senior staff are provided in the following pages.

ALAN PENNINGTON

VICE PRESIDENT, MATRIX CONSULTING GROUP

Alan Pennington leads our General Consulting Practice which includes organization-wide assessment. He has served as the Project Manager or Lead Analyst on over 300 local government studies since joining the firm including many for smaller organizations.

Alan's relevant experience include:

- Completed over 300 local government assessments including almost two dozen organization-wide assessments.
- Extensive experience leading benchmarking efforts to understand how municipalities compare to peer local governments in staffing, operational practices, and service delivery approach.
- Extensive experience evaluating parks and recreation services including ensuring maintenance of existing programs and facilities, and opportunities to expand to meet identified community needs in a financially sustainable manner.

Experience Highlights

Tigard, OR: Alan was the Project Manager on this Performance Audit for the City of Tigard that evaluated all operational aspects of the City and included the development of a staffing model based upon adjusted services and service levels, recommendations for operational improvements, and the development of performance indicators for each functional area. This study was undertaken in advance of a ballot measure to increase funding to support required municipal operations. We provided an implementation plan that structured all recommendations based upon priority (impact on operations) and the timeframe for implementation (developed to align with organizational capacity). The report and recommendations were fully adopted by the City Council.

DeKalb County, GA: Alan was a senior analyst on this project which evaluated the organizational functions under the control of the County's Chief Executive. The focus of the study was on identifying process improvement opportunities, staffing changes and organizational structure changes. The impetus of the study was the potential incorporation of a significant portion of the County which would have resulted in substantial revenue loss and the need for the County to reduce services. Alan focused primarily on administrative and non-public safety function operations. The study examined in detail the financial and organizational impacts associated with large portions of the County incorporating into new cities.

Role on This Engagement:
Alan will serve as a project manager and senior analyst.

Relevant Clients:

CA	Half Moon Bay
CA	Rancho Mirage
CA	Rancho Palos Verdes
CA	Roseville
CO	Fort Morgan
FL	St. Cloud
GA	DeKalb County
IL	Orland Park
IL	Tinley Park
MA	Orleans
MA	Framingham
MI	Portage
MO	Raymore
NC	Waxhaw
NH	Carroll County
NJ	Franklin Township
NJ	West Milford
OR	Tigard
PA	Mt. Lebanon
TX	Ft. Worth
TX	Schertz
VT	Montpelier

Years of Consulting Experience: 14

Years of Government Experience: 13

Education:

BA, University of Maine, Public Management.

MPA, University of Maine

Professional Association:

Association of Local Government Auditors (ALGA)

International City-County Management Association (ICMA)

AARON BAGGARLY, AICP

SENIOR MANAGER, MATRIX CONSULTING GROUP

Aaron Baggarly has served as an analyst on a wide variety of local government studies. Aaron has extensive experience conducting organizational, operational, and staffing assessments for local government operations covering a wide variety of government operations in his 14 years of experience. Prior to joining the firm, he was a Planning Manager in Oklahoma.

Relevant experience highlights include:

- Completed over 120 studies for local government entities, with over 45 studies for administrative and/or organizational wide staffing and operational assessments.
- Analysis focuses on staffing and workload, process improvement, organizational review, and needs assessments.
- Has conducted over 50 master and strategic planning projects for all facets of local government operations.

Experience Highlights

Gulf Shores, AL: Aaron was the project manager to develop a staffing and facility needs assessment to guide the City over the next 20 years. Key tasks of this project included:

- Reviewing all City operations and projecting future workload and staffing needs to support the fast-growing community.
- Developed 20-year staffing and space projections to meet future facility needs.
- Developed multiple scenarios to address the 20-year space and facility needs of the City.

Fort Worth, TX: Aaron was a lead analyst on this engagement of the Code Compliance Department which included a current and projected staffing assessment of Health, Environmental, Code Enforcement, Solid Waste, and Animal Control operations. Key tasks and recommendations included:

- Analyzed workload and service levels to develop staffing models to address current and future staffing needs.
- Recommended several changes to organizational structure to provide better supervisor oversight and reasonable spans of control to help enhance customer service levels.
- Review current technology systems and identified challenges that impact operations. Provided recommendations to increase technology and operational efficiencies.

Role on This Engagement:

Relevant Clients:

AL	Gulf Shores
AZ	Buckeye
CA	Menlo Park
CA	Milpitas
CA	San Mateo County
CA	Ventura
FL	Miami Beach
FL	Toho Water Auth.
FL	Fort Myers
FL	Monroe County
FL	Pasco County
GA	East Point
IL	Orland Park
IL	Tinley Park
MA	Boston
MT	Billings
NC	Rowan County
NC	Wake County
NY	Mamaroneck
PA	Franklin County
TX	Dallas
TX	Flower Mound
TX	Fort Worth
UT	Grand County
VA	Blacksburg
VT	Burlington
WA	Everett
WI	Waukesha County

Years of Experience: 14

Education:

BS, Appalachian State University, Community and Regional Planning, Minor in GIS.

Professional Association:

American Institute of Certified Planners (AICP)

American Planning Association

Aaron will serve as a senior analyst on this engagement.

JEN WINTER, P.E.

SENIOR MANAGER, MATRIX CONSULTING GROUP

Jen Winter just joined our firm to lead our Public Works and Infrastructure Practice area. She leads all public works studies including asset management, engineering, streets, public utilities, and related services.

Prior to joining Matrix Jen served within local government as the Public Works Director for the City of Cedar Rapids, Iowa. She has also previously served as the Regional Director for an engineering consulting firm. Her local government experience includes:

Relevant Clients:

CA	Vacaville
CA	Marin County
CA	Santa Barbara
NC	Fayetteville

- Strategic planning, organizational and staffing assessments, data, and workload analysis, needs assessments, public engagement, and best management practices evaluation and implementation.
- Process studies within public works and development activities, organizational review, and process evaluation and reengineering.
- Asset management strategies critical to the planning and measurement of infrastructure maintenance, repair, and replacement.
- Extensive training in and experience implementing organizational health initiatives.
- Crises management and disaster response.

Experience Highlights

Cedar Rapids, IA: Jen led the implementation of the organizational and operational review for the City of Cedar Rapids Public Works Department which included engineering, streets, traffic, stormwater, sanitary sewer, real estate, and right of way management.

- Authored the departments first Strategic Plan to align the department goals with those of the City Council.
- Reorganized the department to create divisions with better aligned teams and opportunities for career development and succession planning.
- Outlined process improvements for a more predictable and efficient work process.
- Implemented and participated in emergency response training and development. Experience with multiple federally declared disasters.
- Developed and implemented an asset management system for all public infrastructure.
- Introduced and led formal project management training.

Role on This Engagement: Jen will serve as a Senior Analyst on this engagement.

Years of Experience: 24

Education:

BS, Iowa State University, Civil Engineering

Professional Association:

American Public Works Association (APWA)

APWA Center for Sustainability (Past Chair)

APWA Iowa Chapter Board Member

KHUSHBOO HUSSAIN

SENIOR MANAGER, MATRIX CONSULTING GROUP

Relevant Clients:

Ms. Hussain is a Senior Manager who manages cost allocation plan, user fee, development impact fee, and cost of service engagements. Her experience with the firm also includes participation in operational audit engagements focusing on reviewing organizational, staffing, and internal processes to enhance development services.

Khushboo's relevant experience include:

- Completed over 100 cost of service studies for clients across the United States.
- Analysis focuses on process flows, staffing structure, workload review, and policy development for planning, building, engineering, and fire prevention services.
- Expertise also includes development of fiscal policies and procedures relating to deposit-based fees and deferred revenues.

Experience Highlights

Milpitas, CA: Khushboo served as a lead analyst on this engagement, which evaluated both the organizational structure and operational efficiencies of the community development department and its fees for service. Key analysis includes:

- Review of current workflows and staffing levels.
- Modification of current fee schedule to better reflect existing and proposed service levels due to staffing modifications.
- Provided recommendations for staffing a permit coordinator to guide applicants through the development process.

Adelanto, CA: Khushboo served as a project manager on this engagement, which reviewed overhead allocation of indirect costs, determined costs of services, including cannabis licensing and fees, and evaluated impacts associated with new development. Key analysis includes:

- Expanded building permit fees to include permits associated with cannabis-related businesses, i.e., fans, CO2 Infusion System, etc.
- Developed cannabis-related fees covering the annual review of cannabis businesses, including any auditing and compliance components.

Role on This Engagement:

Khushboo will serve as an analyst on this engagement, leading interviews and analyzing current policies, procedures, and processes.

AL Gulf Shores
CA Adelanto
CA Downey
CA Fresno
CA Humboldt County
CA Milpitas
CA Mountain View
CA Pasadena
CA Redwood City
CA Sacramento
CA San Clemente
FL Fort Lauderdale
FL Miami Beach
HI Maui County
NC Asheville
OR Ashland
OR Tigard
TX Austin
TX Dallas
TX Flower Mound
WA Lynnwood
WI Dodge County

Years of Experience: 9

Education:

B.A., University of California – San Diego, International Economics

M.A., University of California – San Diego, International Affairs

Professional Association / Certification:

California Society of Municipal Finance Officers

Government Finance Officers Association

Revenue Enhancement Best Practices

JOHN SCRUGGS

MANAGER, MATRIX CONSULTING GROUP

Relevant Clients:

John Scruggs is a manager / analyst on law enforcement, public safety, and criminal justice engagements.

John's relevant experience include:

- Completed over 50 studies for law enforcement, public safety, and criminal justice clients.
- Analysis focuses on operational and staffing review, workload analysis, net annual work hour determination, and alternative scheduling analysis.
- Expertise also includes the evaluation of administrative, dispatch, investigations, patrol, records, and property and evidence functions.
- Retired Captain with 26 years of Law Enforcement Experience.

Experience Highlights

Kawartha Lakes, Ontario: John served as the lead analyst of the on this engagement which reviewed the current staffing and developed staffing projections for a facilities study. Key recommendations included:

- Identified two patrol positions needed in the next 4 years and six positions over the next 20 years to better meet adopted proactive policing thresholds.
- Identified a shortage of detectives assigned to investigate crimes committed at the Central East Correctional Center.
- Identified an alternative fixed post staffing plan for the jail and a revised shift schedule to increase supervision in the jail.

Kansas City, MO: This study evaluated the staffing needs of the Police Department. Key findings included:

- Opportunity for greater fiscal savings by transitioning 30 positions from sworn to civilian staff, primarily in administrative areas (e.g., finance, records, fleet maintenance, security, IT, and HR).
- Provided insight into alternative organizational structures and span of control in administrative functions.
- Conducting workload analysis to determine staffing needs for non-patrol and investigative units.

Role on This Engagement:

John will serve as an analyst on this engagement focusing on Police operations.

AL	Gulf Shores
AZ	Buckeye
CA	Los Angeles
CA	San Jose
CA	Santa Clara
FL	St. Cloud
KS	Kansas City
KS	Wyandotte County
MA	Yarmouth
MN	Hennepin County
MO	Kansas City
OR	Tigard
PA	Lower Saucon
PA	Narberth
PA	Upper Macungie
NC	Waxhaw
NC	Raleigh
TX	Denton
TX	Fort Worth
TX	Glen Heights
TX	Lewisville
TX	Sunnyvale
WA	Monroe
WA	Tacoma
WI	Dodge County

Years of Experience: 6

Education:

BA, Portland State University

MPA, Portland State University:

ROBERT FINN

SENIOR MANAGER, MATRIX CONSULTING GROUP

ROBERT FINN Robert Finn is a Senior Manager with the Matrix Consulting Group and previously served as the Chief of the Southlake (TX) Department of Public Safety. Mr. Finn has a strong educational background coupled with a successful track record that includes strategic planning, budgeting, change management, community relations, and building collaborative partnerships. Robert has over 30 years of fire service and consulting experience covering all aspects of the fire service industry.

Robert's relevant experience includes serving the City of Southlake, Texas for 25 years in the following roles:

- Chief of Police (2008 to 2011)
- Chief of Fire Services (2004 to 2008)
- Lieutenant of Professional Standards (1999 to 2004)
- Lieutenant of Training (1995 to 1999)
- Coordinator of Emergency Medical Services (1993 to 1995)
- Firefighter / Driver / Paramedic (1987 to 1993)

Billerica, MA: Robert was the lead analyst on this project aimed at an assessment of the Fire Department. Key findings/ achievements of the project:

- Increasing minimum staffing on engine companies to 3 personnel.
- Relocation of a station to improve response times and reduce risk of flooding.
- Elimination of a redundant Captain position.

Westport, CT: Robert was the lead analyst on this study develop a strategic plan for the Fire Department. Key findings/achievements include:

- Changes to the deployment model to improve services.
- Improvements to the record keeping and data reporting systems
- Relocating Fire Prevention to centralize the service in the Town.
- Implementing electronic inspection and plan review processes.

Role on This Engagement: Robert will be the lead analyst on this project.

Relevant Clients:

AK	Anchorage
CA	Big Bear
CA	Huntington Beach
CA	Mercer County
CA	Monterey
CO	Mesa County
CO	Steamboat Springs
CT	Greenwich
CT	Westport
GA	DeKalb County
IA	Davenport
MA	Billerica
MA	Boston
MA	Chelsea
MA	Yarmouth
MI	Sterling Heights
NC	Raleigh
NY	Bedford
NY	New Rochelle
OH	Cleveland
TX	Possum Kingdom
TX	San Antonio
WA	Bellingham
WI	Oshkosh

Years of Experience: 30

Education:

MBA, and BS, Public Safety Administration, Grand Canyon University

Professional Association:

National Fire Protection Association (NFPA)

International Association of Fire Chiefs (IAFC)

Center for Public Safety Excellence (CPSE)

DAVID BRANCH

MANAGER, MATRIX CONSULTING GROUP

David Branch has served as an analyst and project lead on a wide range of government studies covering a variety of county and municipal functions such as human resources, finance and purchasing, public works and utilities, fleet and facilities, parks and recreation, code enforcement, and community development. David has extensive experience conducting organizational, operational, and staffing assessments during his 8 years with our firm.

Relevant experience highlights include:

- Completed over 100 studies for local government entities, including numerous department- and agency-wide assessments.
- Analysis focuses on workload and staffing, organizational structure, asset management, and process improvement using recognized best practices and quantitative metrics.

Experience Highlights

Tigard, OR: David served as an analyst in this citywide performance audit and operational review, leading the assessments of the community development, parks, and public works departments. The study examined performance measures, staffing, organizational structure, and use of technology. It included:

- Analysis of departments' performance reporting and use of technology, and recommendations for routine level of service benchmarks and the utilization of the existing application processing software.
- Recommendations to routinely track and report on workload, implement an asset management software system, systematize the capital planning process, and enhance the regular collection of stakeholder feedback through a satisfaction survey.

Aurora, CO: David was the lead analyst and point of contact for the code enforcement portion of this two-part study on the City's code enforcement and animal control functions. Key elements included:

- Analysis of proactive and complaint-based workload by geographical location, and recommendations of new geographic area assignments to equalize workloads.
- Assessment of technology utilization in the division and recommendation for expanded use of the City's code enforcement case management system.
- Evaluation of and recommendations for appropriate code enforcement and graffiti removal staffing to

Role on This Engagement:

David will serve as an analyst on this engagement.

Relevant Clients:

AZ	Buckeye
CA	Riverside
CA	Watsonville
CO	Aurora
CO	Pueblo County
FL	Fort Myers
GA	Forsyth County
IL	Niles
IL	Tinley Park
IL	Lake County
IL	Chatham
MA	Haverhill
NH	Carroll County
NM	Gallup
OR	Tigard
OR	Tualatin Valley Water
PA	Pittsburgh
SC	Anderson County
TX	Garland
TX	Austin
UT	Ogden
VA	Virginia Beach
WI	Rock County
WI	Waukesha County
WV	Marshall University

Years of Experience: 8

Education:

BS, University of Southern California; Policy, Management, and Planning.

Professional Association:

American Public Works Association (APWA)

Association of Public Safety Communications Officials (APCO)

3. Experience and Qualifications

This section of our proposal will provide an overview of the Matrix Consulting Group experience conducting organizational assessments that include evaluations of level of service, staffing and included benchmarking efforts. We also have evaluated development review processes as part of organization-wide studies and assessments.

1. Firm Experience Conducting Similar Organization-wide Assessments.

Our proposed project team has conducted over ninety organization-wide studies since our founding. Notable clients include:

Albuquerque, New Mexico	Gulf Shores, Alabama	Rancho Mirage, California
Augusta, Georgia	Half Moon Bay, California	Rancho Palos Verdes, CA
Avon, Connecticut	Hall County, Georgia	Raymore, Missouri
Barstow, California	Johnson County, Kansas	Roseville, California
Brattleboro, Vermont	Monroe County, Michigan	Salt Lake County, Utah
Carroll County, NH	Monrovia, California	Schertz, Texas
Corp. for Public Broadcasting	Montgomery College, MD	St. Cloud, Florida
DeKalb County, Georgia	Montpelier, Vermont	Sunnyvale, California
Deltona, Florida	Orland Park, Illinois	Tigard, Oregon
Franklin Township, NJ	Orleans, Massachusetts	Tinley Park, Illinois
Greenbelt, Maryland	Orting, Washington	Waxhaw, North Carolina
Groton, Massachusetts	Palos Verdes Estates, CA	West Milford, New Jersey

We are currently conducting organization-wide studies for Coventry, Rhode Island and Takoma Park, Maryland that include an assessment of community service levels and staffing requirements.

2. Firm Experience Conducting Departmental Assessments.

As previously noted, the Matrix Consulting Group has conducted over 1,400 studies since our founding. The following table shows the type and variety of engagements conducted by the firm over just the last three years to demonstrate the depth and breadth of our experience.

Year	Client	Project Scope Focus
2020	Albany, NY	911 Project
2020	Bakersfield, CA	Police Facilities
2020	Beaufort-Jasper Authority	Fleet Study
2020	Bexar County, TX	Sheriff's Fleet

Year	Client	Project Scope Focus
2020	Christiana Fire Company	Fire Study
2020	Conshohocken, PA	Police Study
2020	DFW International Airport	Shift Optimization Study
2020	Forest Grove, OR	Development Review Study
2020	Garland, TX	Fleet Study
2020	Greenwich, CT	Fire Study
2020	Haverhill, MA	Facilities Study
2020	Hennepin County, MN	Sheriff's Office Staffing and Facility Study
2020	Highland Beach, FL	Fire Study
2020	Kawartha Lakes, ON	Police Facility Study
2020	Kettering, OH	911 Study
2020	La Quinta, CA	Fire Study
2020	La Quinta, CA	Regional Policing #2
2020	Maui County, HI	Development Review Study
2020	Medina, MN	Fire Study
2020	Metro Council	Org Study of Facility Operations
2020	Montgomery County, MD	Performance Management
2020	Mountain Brook, AL	911 Study
2020	Mt. Pleasant, SC	Fleet Study
2020	NAFA	Fleet Manual
2020	North County Dispatch	Dispatch Admin Study
2020	Oklahoma City, OK	Street Maintenance Study
2020	Ossining, NY	Police Study
2020	Palm Beach County, FL	911 Study
2020	Portage, MI	Organizational Study
2020	Redmond, WA	Fire Study
2020	SABIC	Fire Study
2020	San Carlos Apache Tribe	Police Study
2020	St. Cloud, FL	Citywide Staffing Assessment
2020	Stafford County, VA	Fire Study
2020	Sterling Heights, MI	Fire Dept. Manpower Study
2020	Suisun, CA	Police Study
2020	Upper Macungie, PA	Police Recruitment
2020	Watsonville, CA	Implementation Assistance for Fleet
2019	Albany, CA	Fire Study
2019	Bellingham, WA	Fire Department Strategic Plan
2019	Bloomington, MN	Fleet Operations Evaluation
2019	Boise Forestry	Parks Study
2019	Boulder, CO	FAM- Staffing Analysis and Real Estate Services
2019	BREC	Technical Expert Services
2019	Buckeye, AZ	Construction and Contracts
2019	Cabarrus County, NC	Internal Controls Diagnostic Assessment

Year	Client	Project Scope Focus
2019	Calistoga, CA	Police Service Alternatives
2019	Cherry Hill, NJ	Fire Financial Review
2019	Citrus County, FL	Jail Study
2019	Clinton, MA	Fire Department EMS Study
2019	Columbia River, OR	Cooperative Services Study
2019	Commerce, CA	Police Study
2019	Denton, TX	Police Study
2019	Dinwiddie County, VA	Fire Study
2019	Dodge County	Sheriff's Office Operational and Financial Review
2019	Edmonton, Alberta	Police Consulting Services
2019	Flower Mound, TX	Assessment of Development Review Process
2019	Fremont, CA	Police Study
2019	Gallup NM	Police Organization
2019	Gallup, NM	HR and Finance Study
2019	Gallup, NM	Internal Controls
2019	Gallup, NM	Public Works Study
2019	Gallup, NM	Warehousing Audit
2019	Gulf Shores, AL	Space Needs and Building Program Analysis
2019	Haverhill, MA	Organizational Assessment of the Highway Division
2019	Hennepin County, MN	Emergency Management
2019	INCOG	Fire Consolidation & Automatic Aid Feasibility Study
2019	Key Biscayne	Fleet
2019	Kirkland, WA	Fleet Rate Cost Recovery Model
2019	La Cañada Flintridge, CA	Finance Dept and Internal Controls
2019	La Quinta Regional, CA	Regional Policing #1
2019	La Quinta, CA	Police Study Update
2019	Lake County, IL	Facilities and Construction Services
2019	Lebanon, MO	Fire Dept Response Time & Station Location
2019	Lewisville, TX	Police Staffing and Scheduling
2019	Littleton, CO	Fleet Replacement Plan
2019	Littleton, CO	Staffing & Service Level Analysis of Grounds Maintenance
2019	Los Angeles County, CA	Fleet Rates
2019	Los Angeles, CA	Bureau of Street Lighting
2019	Milpitas, CA	Milpitas Parks Master Plan
2019	Milpitas, CA	Communications Study
2019	Monroe, WA	Police Organization/Staffing Study
2019	Mountain View, CA	Police Dept. Organizational Workload Study
2019	MRPC	911 Consolidation Feasibility Study
2019	Nanaimo, BC	Maintenance and Vehicle Asset Review
2019	Nebraska DOT	Fleet Study
2019	Nebraska DOT	Fleet Study
2019	Oshkosh, WI	Fire Study

Year	Client	Project Scope Focus
2019	Palo Alto, CA	Business License Tax
2019	Perkasie, PA	Police Operations Study
2019	Raleigh, NC	Fire Personnel Resources Analysis
2019	Raleigh, NC	Police Personnel Resources Analysis
2019	Red River Regional, ND	911 Spatial Needs Assessment
2019	Riverside, CA	CD Performance and Financial Review
2019	Riverside, CA	IT Performance Assessment and Financial Review
2019	Rowan County, NC	Centralized Permitting
2019	Santa Clara County, CA	Fleet Study
2019	Santa Clara, CA	Street Racing Study
2019	Schertz, TX	Staffing Level Study
2019	Scott County, IA	Sheriff's Office Staffing Study
2019	Stanislaus, CA	911 Study
2019	Sunnyvale, TX	Police Service Options
2019	Tigard, OR	Performance Management
2019	Travis County, TX	Sheriff's Office Staffing Study
2019	Trent Lakes, ON	Fleet Audit
2019	Ventura, CA	Developmental Services Review
2019	Warrenville, IL	Performance of Service Levels and Staffing
2019	West Virginia University	Purchasing Performance Audit
2019	Wichita, KS	Fleet Study
2018	Aurora, CO	Animal Services & Code Enforcement Study
2018	Berlin, NH	Fire Service & EMS Integration & Consolidation Study
2018	Buckeye, AZ	Police Master Plan
2018	Carroll County, NH	Organizational Study
2018	Columbus, OH	Police Study
2018	Cooper City, FL	Public Safety Contract Alternative
2018	Costa Mesa, CA	Audits
2018	Denton, TX	Engineering Study
2018	Dixon, CA	Fire Master Plan
2018	Estacada RFD, OR	Audit
2018	Everett, WA	Public Works Study
2018	Forsyth County, GA	Fleet Study
2018	Fort Worth, TX	Code Enforcement Study
2018	Fort Worth, TX	Police Department Study
2018	Glenn Heights, TX	Police Department Study
2018	Grand County, UT	County Facility Plan
2018	Grants Pass, OR	Fire Study
2018	Harford County, MD	Sheriff Staffing Study
2018	Jefferson County, OR	Fire Study
2018	Libertyville, IL	Parks and Rec Study
2018	Los Angeles County, CA	Custodial Study

Year	Client	Project Scope Focus
2018	Los Angeles County, CA	Fleet Study
2018	Los Angeles, CA	Police Study
2018	Los Banos, CA	Fire Department Strategic Plan
2018	Los Lunas, NM	Police and Fire Study
2018	Menlo Park, CA	Public Works and Community Development Study
2018	Miami Beach, FL	Development Review Study
2018	Milpitas, CA	Development Review and Fee Study
2018	Milpitas, CA	Public Works Study
2018	Milwaukee Metro San District	Fleet Study
2018	Orland Park, IL	Management Study
2018	Oshkosh, WI	Police Study
2018	Palm Desert, CA	Police Study
2018	Placer County, CA	Fire Study
2018	Provincetown, MA	Building Permitting Study
2018	Quesnel, BC	Fleet Study
2018	Red Deer, Canada	Fleet Study
2018	Rockford, IL	Police Study
2018	Sac Reg Sanitation District, CA	Utility Staffing Study
2018	Salt Lake City, UT	911 Study
2018	San Francisco, CA	Police Department Study
2018	San Mateo County, CA	Probation Study
2018	Santa Clara, CA	Fleet Study
2018	Seal Beach, CA	Police Staffing Study
2018	South Gate, CA	Fleet Study
2018	South Pasadena, CA	Planning Study
2018	Steamboat Springs, CO	Fire Department Operational Analysis
2018	Toho Water Authority, FL	Permitting Study Update
2018	Upper Macungie Twp, PA	Police Study
2018	Vernon, CA	Fire Standards of Coverage
2018	Waukesha County, WI	Permit Processing Study
2018	West Milford, NJ	Organization-wide Study

We would be happy to provide information about any of these projects or any completed by the firm since our founding upon request.

5. References

The following chart provides summaries and reference contacts for organization-wide studies conducted by the firm and key members of the proposed project team.

Client	Project Summary
Gulf Shores, Alabama **Staffing and Operational Analysis and Projections (2019)** Clint Colvin Project Manager ccolvin@gulfshoresal.gov 251.968.3715	The Matrix Consulting Group conducted a comprehensive staffing and facility study for all City departments and projected staffing needs for the next 20 years. The City of Gulf Shores has experienced steady population growth in addition to increased tourism over the last decade which resulted in increased workload and a need to adjust staffing and facility usage. Additionally, with the recent addition of City Schools the number of voluntary annexations has increased, creating additional workload for all City staff. The project team meet with representatives from each of the City's department to understand their current operations, workload, and staffing levels. Upon completion of the staffing analysis for the current fiscal year, the project team projected workload and future staffing needs by division and employee classification. The current and projected staffing needs were used as the framework to develop future facility space needs over the 20-year planning horizon.
Portage, Michigan **Organizational Assessment** Joe LaMargo, City Manager Now Manager of Niles, IL Manager@vniles.com 847.588.8010	This study focused on evaluating staffing levels, organizational structure, and service delivery for all service areas of this full-service community. While generally service levels were found to be appropriate for the organization, staffing allocations and organizational structure modifications were recommended Key recommendations included: enhancing analytical capabilities in the City Manager's Office with a Management Analyst, brining legal counsel in-house, enhancing skill sets in Finance, moving risk management functions to HR, and several new positions to enhance service levels in Community Development and Police. A recommendation was also made to consolidate Public Works and Engineering. Staffing analysis was based on addressing skill gaps and were aligned with workload.

Client	Project Summary
Tigard, Oregon **Performance Audit Review** Marty Wine Former City Manager, now CM Monmouth, OR mwine@ci.monmouth.or.us 503.751.0146	This study focused on evaluating staffing levels, operational practices, and performance management for the entire City organization. This study was conducted to provide the City Council and staff input regarding opportunities to enhance operational practices and efficiency and effectiveness of service delivery. Key recommendations in addition to staffing modifications, included the development of a set of recommended performance measures for the entire organization and the annual workplans for each department.
Peoria County, Illinois **Operational and Staffing Analysis** Scott Sorrell, County Administrator ssorrel@peoriacounty.org 309.692.6056	In this study, we evaluated staffing, organizational structure and operational practices for the entire County operation (with the exclusion of the Health Department) including operations overseen by elected officials such as the Treasurer. The focus of the evaluation was to identify staffing requirements, effective utilization of supervisory/ managerial positions, development of an appropriate organizational structure for the organization, and efficiency enhancements to improve operations. Recommendations were provided for efficiency improvements, technology enhancements, reallocation of duties between departments (where appropriate), and recommended staffing levels and organizational structure.

We would be happy to provide additional references upon request.

6. Proposed Task Plan

This section of our proposal outlines our approach to providing services and a detailed task plan that outlines the services to be provided.

1. Approach to Providing Services

Our approach to providing the requested services includes close cooperation with our client including extensive interviewing, evaluation of City documents (budgets, organizational charts, work processes), data collection; and evaluation of policies, procedures, and technology utilization to fully understand the current service delivery approaches, challenges, and opportunities. We work closely with our clients to meet all schedule and scope of work elements for our projects.

Our place in the government consulting industry is based on our experience and our approach. While more fully explained in later sections of the proposal these strengths can be summarized as follows:

- We have conducted over 90 organization-wide studies for local government. In addition, the firm has conducted over 1,400 studies of other governmental service areas. These studies have spanned the entire country assisting clients address organizational and operational challenges and position their organization for future success.

- We are specialists, not generalists. Each staff member of our proposed team has experience conducting dozens of studies related specifically to functions under assessment. Additionally, our team includes members who have previously served as local government executives in a variety of disciplines.

- Our detailed approach to providing consulting services is client centered, recognizing that each client environment is unique.

Our firm's reputation is based on providing detailed analysis through extensive data collection, input, and interaction with our clients. The cornerstone of our philosophy in conducting organization and management studies is summarized in the following points:

- **A principal of the firm is always involved on each project.** For this project, we would commit a Vice President of the firm as Project Manager and several of our

Senior Managers as leads over each major functional area. A project of this prominence deserves the attention of the top key executives of our firm.

- **We approach our projects with a firm grounding in formal analytical methodologies**. All impacts are identified and analyzed in detail to ensure that recommendations are implemented and our clients (and the public they serve) can understand the reasons for recommended changes. This is achieved by:

  - Use of proven project management techniques.
  - Input from staff through interviews and surveys; extensive input from other stakeholders (e.g., elected officials, community representatives).
  - Detailed data collection and analysis derived from primary sources.
  - Extensive internal reviews of facts, findings, conclusions, and recommendations as studies proceed.
  - Detailed implementation plans.

This approach has provided our clients with valuable assistance and advice in dealing with important public policy issues.

2. Project Management and Controls

We believe very strongly in the science of our craft. As a result, we utilize formal project management techniques in our studies. These techniques include:

- All project work activities are defined in advance and tied to each project team member, deliverables, the schedule and the budget.

- The project manager and lead analysts develop general and project specific data collection plans and interview guides for all our staff.

- Project team and client expectations and results are managed on a weekly basis by developing and utilizing formal project schedules and reporting tools.

- At project initiation, we will establish a series of progress meetings with the City Manager, key stakeholders and the employee work group to review interim deliverables and findings as they are developed. This approach to collaboration throughout the engagement will ensure no surprises and provide multiple opportunities for input as the study progresses.

- The project manager designs and personally reviews all interim and final products before they are delivered to the client.

These project management approaches have resulted in all our projects being delivered at a high level of quality, on time and on budget. We are known for the depth and insight of our analysis and our client responsiveness.

3. Proposed Task Plan.

In the following task plan, we provide a summary of the proposed approach to providing services to the City of Joplin on this engagement. Following the description of each task is a defined deliverable for the task.

Task 1 | Develop a Current State Assessment

To fully provide services to the City, we need to quickly develop an understanding of the key issues impacting and shaping service requirements for the community and the current organizational structures, staffing allocations, and service delivery approaches currently in place. To accomplish this, the project team will interview the City Administrator, elected officials, department heads, division managers and selected line staff to understand the overall operations of the City and individual departments. This effort will include focus on both internal and external focused service departments.

We will accomplish the following illustrative steps:

Meet with the City Manager and project steering committee to discuss project, initiation, and define specific project tasks and approaches.
Develop an understanding of the scope of the programs and services for each departmental function and identify for each program / service whether it is internal or external focused.
Conduct interviews within each department to understand the existing plans of organization as well as key organizational issues.
Review available information, including mission statements, budgets, workload data, union contracts, job descriptions, work rules, personnel rules, and other documents that provide insight into each department's service delivery approaches, regulatory constraints, and operational practices.
Develop understanding of the staffing and responsibilities for staff in each function. Document trends in staffing and identify gaps, if any, in key service areas / skills.
Document historical and current workloads, costs, and service levels for each functional area and the key performance indicators for each department / function.

Develop an understanding of the major management systems to plan and schedule, monitor and adjust approaches to providing services.
Document the major software and technology employed throughout the City and develop an understanding of the current levels of utilization.
Review prior studies conducted on City operations, including the recently completed Police and Fire resource allocation studies, to understand prior analytical efforts and identify gaps in level of service, benchmarking, and operational practices from the analysis in these reports.

During this task, we will also work with the City through a group meeting to ensure a thorough understanding of the current service level and staffing benchmarks that are currently in place. This inventory of benchmarks will then be used in later tasks (Best Practice and Comparative Assessment and the analytical phase) to determine if they are sufficient and appropriate for the organization. This discussion will also focus on identifying core functions, and the internal and external factors that are impacting the delivery of services and preventing the organization from best aligning operations with the organization's mission and vision and that result in difficulty achieving desired goals and objectives.

TASK RESULT

Current state assessment of operational, organizational and staffing allocations for the City's Departments and overall organization.

Task 2 | Develop and Conduct a Survey of Employees

It is critical for the project team to develop strong input regarding current operational and organizational issues from staff. The use of an employee survey would provide all employees within the organization, beyond those individually interviewed, the opportunity to provide confidential input into this engagement. We will include a section in this survey to enable internal users of City services the ability to share input regarding the sufficiency and quality of the services received from internal service departments (for example, Human Resources, Finance, Purchasing, Facility Maintenance).

This survey will also enable the project team to develop an understanding of the current organizational culture, level of interaction between departments, workplace attitudes, potential staffing modifications, and changes in technology, tools or processes that would increase the efficiency and effectiveness of staff work efforts. The survey will also specifically request input from staff regarding the factors, internal or external, that are impacting service delivery in meeting the City's goals and objectives.

The survey would be conducted electronically through the use of SurveyMonkey and would be designed to ensure anonymity of all respondents.

TASK RESULT

The product of this task would be a summary of the employee survey results.

Task 3 Conduct a Survey and Focus Group Meetings for Residents and Stakeholders.

In addition to staff input, it is critical for the project team to develop strong input regarding current operational and organizational issues from key stakeholders and residents regarding the services provided to users outside of the organization. The use of a stakeholder survey would provide all residents and service recipients to provide input into this study regarding the levels of service currently received and whether these are appropriate, from the customer perspective, for the City.

This survey will be an important component of understanding the public's perceptions regarding service levels. It will specifically request input from the public regarding specific service levels and the adequacy thereof of each operating department within the City and ask for input on changes in the service levels that should be made. The survey would be conducted electronically through the use of SurveyMonkey and would be designed to ensure anonymity of all respondents. We would also request the City to assist with promoting the survey through placement on its website and social media to ensure a high level of community awareness of the opportunity to provide input.

Following the completion of the public survey, the project team will conduct two community focus groups to gather further input regarding the public's service expectations. The focus groups will start with an overview of findings from the survey and then explore specific service areas identified as needing modifications.

The focus groups can be conducted either in person or virtually depending upon the desire of the City.

TASK RESULT

The product of this task would be a summary of the community survey and focus group results.

Task 4 | Conduct a "Best Management Practices" and Comparative Assessment of Organization, Staffing and Management.

In this task, our project team will utilize "best management practices" and a comparative survey to evaluate staffing, productivity, processes, use of technology, management planning, as well as many other dimensions of organizational performance for the functions under review. We will utilize the existing benchmarks identified in Task 1 (current state assessment) to compare existing practice to both national/industry standards and those within comparable high-growth communities. To accomplish this, we would undertake the following activities:

Best Practices Assessment – The project team would develop a detailed list of "best management practices" for use in a diagnostic appraisal of organizational structure, staffing and service delivery for each department. This diagnostic appraisal would additionally utilize recognized industry staffing benchmarks to assess current staffing allocations based upon service levels, operational practices and staffing levels appropriate for the community. This effort will establish the initial benchmarks, service and staffing, based upon national standards. These will be used in the next effort, the comparative survey, to benchmark the City of Joplin against other peer entities.

Comparative Survey – Additionally, we would compare organizational structure, staffing levels, managerial spans of control, contracted services, key operational practices and management performance indicators with comparable communities. The comparative survey would provide insight regarding how the City compares to other comparable higher-growth organizations in Missouri and the Midwest and identify areas for further inquiry for potential modification of service levels, organizational structure or operational practices to enhance efficiency, effectiveness or competitiveness of service delivery and staffing utilization. This comparative research effort, in conjunction with the best practices assessment above, will provide a comprehensive analysis of the current benchmarks and the gap between existing levels and the recommended benchmark.

The results of this task will provide a strong understanding of current strengths of the organization and of potential improvement opportunities for further evaluation as well as an understanding of how the City of Joplin compares to peer communities from a benchmarking perspective. The specific recommendations for the City of Joplin in staffing and service levels will be developed in the next task based upon further analysis and incorporating our assessment of internal practices and technology utilization.

At the conclusion of this task, we propose reviewing the best practices and comparative effort findings and benchmarking with the City Manager, department heads and key stakeholders to ensure an understanding of the findings developed from this effort. This review will be important prior to our analysis and development, in the next task, of the specific recommendations for levels of service and staffing for each department.

TASK RESULT

Comparison of the City's organizational structure, staffing, and service delivery to industry practices and comparable municipal entities.

Task 5 | Organizational, Operational and Staffing Assessment

In this important work task, opportunities for improving the organizational structure, management, operations and staffing will be analyzed. This task will include such approaches and methodologies as the following:

Evaluate the organizational structure in each department and the City. We will evaluate organizational structure in terms of gaps or overlaps in function, spans of control and appropriate organizational location.

- Is the organization structure too "tiered" or too "flat" from the management staffing perspective?
- Are functions placed too high or too low in regard to their importance in meeting operating and service objectives?
- Are services / functions appropriately located in the organization?
- Are there any overlapping or duplicated functions?

Evaluation of the adequacy of major work practices. The analysis will focus on identification of opportunities to streamline work practices to increase utilization levels and/or reduce staffing requirements. Through the analysis of major work practices, the consulting team will determine:

- The frequency of various work tasks now performed is unnecessary or can be reduced.
- Skill mix for positions can be improved.
- Effectiveness of the use of technology to simplify work activities and deliver services.
- Evaluate appropriateness of outsourced services, if any, to determine if they are being provided in the most cost-effective manner.

Develop future service level, benchmarks and staffing recommendations. This analytical effort will develop a staffing allocation for each department of the City based upon current and projected service levels, workload, and processes. Staffing metrics will be provided for use in evaluating future staffing modifications based on "trigger points", service requirements or workload increases. In all cases, staffing recommendations will be aligned with specific levels of service so that policy decisions can be made on service levels and understand the staffing required to successfully implement. This approach will enable policy determinations based upon current approaches, the recommended level of service or a level in-between if they differ.

For each operational area of the City, we will identify the benchmarks to be used as standards for the City of Joplin and indicate if these are based upon and align with the either the comparative effort, industry best practices or both. The recommended benchmarks will take into consideration the unique service demands and expectations present in the City of Joplin.

Analyze the effectiveness of managing performance in the City. Departmental operations require effective management to ensure that staff are appropriately scheduled, deployed, utilized and held accountable for performance. The project team will evaluate this in terms of the following:

- How do managers plan, schedule and control the work to be done in each of the City's organizational units?
- Do managers have accurate and timely measures of the performance of each unit?
- How are goals, objectives and service level targets developed?
- How is 'customer service' defined, promoted and supported?
- How is succession planning and continuation of institutional knowledge being managed?

At the conclusion of this analysis, we will provide a series of operational recommendations to improve performance management.

Evaluate technology. The project team will evaluate technology utilization to identify whether appropriate technology is in place to support service delivery and whether existing technology is being effective and fully utilized to minimize effort and support the effective use of staff resources.

During this task, the project team will also analyze those issued identified from the employee and comparative survey to determine if other operational changes should be implemented in the City to increase efficiency or effectiveness of service provision and staff utilization.

This analysis will include a performance plan that the City can utilize to monitor service levels moving forward. A portion of the performance plan would include a section outlining how the City should update and evaluate the benchmarks, levels of service and associated staffing requirements in the future.

The preliminary recommendations developed will be presented for review with the City prior to finalization. This would one opportunity to hold a formal progress meeting and briefing session with key stakeholders and the employee work group regarding the preliminary recommendations for input prior to development of the final report.

TASK RESULT

The result of this task would be a detailed analysis of the organizational, management and operational choices in service delivery, service levels and the staffing needs in each department.

Task 6 | Prepare a Final Report and Provide an Implementation Plan.

Upon the conclusion of the assessment, we will prepare a detailed report which summarizes the results of each of the previous work tasks described above. This report

would include: a description of the study methodology, detailed evaluation of service levels for each department and recommended organizational structure, spans of control and staffing, operational improvements, and identification of opportunities to enhance service delivery through more effective technology utilization. For all recommendations, we will provide a suggested timeframe for implementation and estimated costs to implement or costs savings to be achieved from implementation.

The implementation plan provided in the executive summary can be utilized to evaluate the organization's progress towards implementation and a framework for maintaining the benchmarks, level of service and staffing requirements in the future. We will provide specific direction on the appropriate performance measures that can be utilized in assessing the effectiveness and impact of each implemented recommendation so that the organization can track and report out on the impact of changes made.

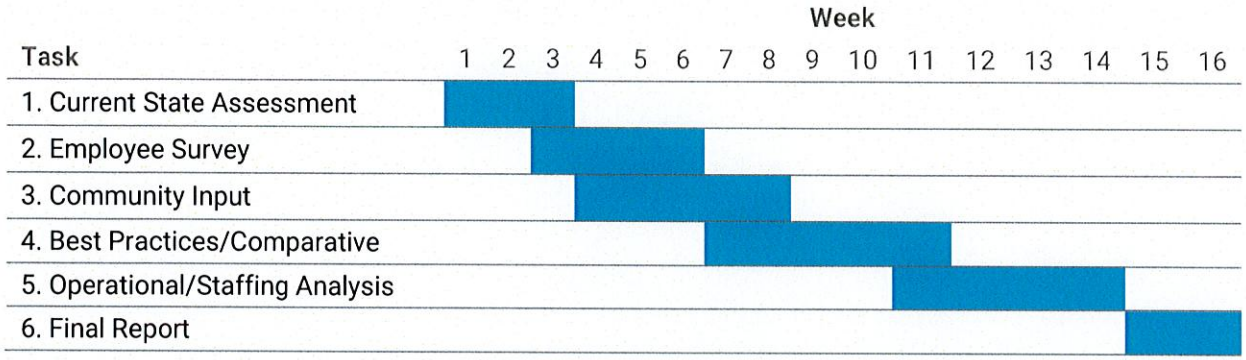
The analysis would be reviewed in draft form with the internal review team. Once this review is completed, the project team will review all comments received, edit and finalize the report and present the final report to the City leadership team, and City Council.

TASK RESULT

The result of this task would be the draft and final report and implementation plan together with all of the technical documents developed during the study process.

7. Timeline to Complete Study

Based on the task plan presented in the previous section, we propose to conduct this engagement over a sixteen-week period as outlined in the schedule below.



We are available to begin work immediately upon selection and would be able to allocate our team to start work on March 9, 2022, as outlined in the request for proposal.

8. Cost of Proposal

We are proposing to conduct this engagement for the defined at a not-to-exceed price of **$99,000.** This cost includes all the tasks outlined in the minimum scope of services in the request for proposal. The all-inclusive price is detailed in the following budget.

Task	Project Manager	Lead Analyst	Senior Analyst	Analyst	Total
1. Current State Assessment	8	32	32	40	**112**
2. Employee Survey	4	8	8	24	**44**
3. Community Survey/Focus Groups	12	24	16	16	**68**
4. Best Practices/Comparative	8	32	40	40	**120**
5. Operational and Staffing Analysis	16	40	40	48	**144**
6. Final Report	16	32	40	24	**112**
Total Hours	**64**	**168**	**176**	**192**	**600**
Hourly Rate	**$240**	**$185**	**$150**	**$110**	
Total Professional Fees	**$15,360**	**$31,080**	**$26,400**	**$21,120**	**$93,960**
Travel Expenses					**$5,040**
Total Project Cost					**$99,000**

For items that the City may request outside the scope of the workplan outlined in this proposal and in the minimum scope for this study, we propose to bill for actual time at the following hourly rate per employee.

The following table summarizes our hourly billing rates by employee.

Employee	Title	Hourly Rate
Alan Pennington	Vice President	$240
Khushboo Hussain	Senior Manager	$185
Aaron Baggarly, AICP	Senior Manager	$185
Jen Winter	Senior Manager	$185
Robert Finn	Senior Manager	$185
David Branch	Manager	$150
John Scruggs	Manager	$150
Joe McDonald	Consultant	$110

Public Works
602 S Main Street
Joplin, Missouri 64801
417-624-0820

MEMORANDUM:

March 11, 2022

From: Lynden Lawson, Assistant Director of Public Works for Operations
To: Nick Edwards, City Manager City of Joplin

Subj: FINAL SCORING FOR BENCHMARK STUDY

PANEL		**Baker Tilley**	**Matrix**	**Management Partners**
1		38	43	42
2		44	50	30
3		41	45	44
4		35	40	30
5		45	47	44
6		40	45	35
7		50	41	33
8		45	48	42
9		40	50	45
10		42	48	43
TOTAL		420	457	388
AVR Score		42	45.70	38.80

1. Any questions or comments can be addressed through the Assistant Director of Public Works - Operations at (417) 625-0820 ext. 1560.

Lynden Lawson

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Matrix Consulting Group, Ltd, a California Corporation, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage Consultant to perform the services described in Request for Proposal 2022-RFP-03, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant submitted its proposal dated January 25, 2022, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant has become the lowest and best Offeror for performing said services.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibit A within the time specified therein.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibit B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. However, in no event shall the total payment for the scope of work exceed $99,000.00.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant'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 City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by City to any assignment of this Agreement or any interest therein by Consultant.

6. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

7. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

8. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail.

In the event of conflict between the City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

11. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

12. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

13. Indemnification.

a. In no event shall the City be liable to the Consultant 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 Consultant shall defend, indemnify, and hold the City harmless, 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 there under (the Consultant 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 Consultant.

c. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

14. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

15. Insurance. Consultant shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement. Such policies shall name 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)

16. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

17. Non-Discrimination. In performance of the work covered by this Agreement, Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap, or national origin.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin
ATTN: City Attorney
602 S. Main St.
Joplin, MO 64801

Matrix Consulting Group, Ltd
ATTN: Richard P. Brady
1650 S Amphlett, Suite 213
San Mateo, CA 94402

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.

19. Records and Audits. The Consultant 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.

20. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

21. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

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

23. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

24. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

25. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant 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, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

26. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	Matrix Consulting Group, Ltd.
_____	_____
Nick Edwards, City Manager	Richard P. Brady, President

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2022-119 ORDINANCE NO

AN ORDINANCE approving a Contract by and between the City of Joplin and Matrix Consulting Group, Ltd. to perform a Benchmark Study in the amount not to exceed amount Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for consulting services; 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 Contract with Matrix Consulting Group, Ltd. in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for professional consulting services for preparing the City of Joplin's Benchmark Study, a true and accurate copy of said contract 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 contract, in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 4. 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 General Fund.

Section 5: That the ordinance is adopted on First Reading and will be moved to Second and Third Reading.

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

_____, 2022 by a _____ vote.

_____

Ryan D. Stanley, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Council Bill 2022-119

I hereby certify that a sufficient amount is available in the General 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:
Amended CB 2022-255 – Rezone R-1 to C-1.

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-1 (Neighborhood 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

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

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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.

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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.

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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.

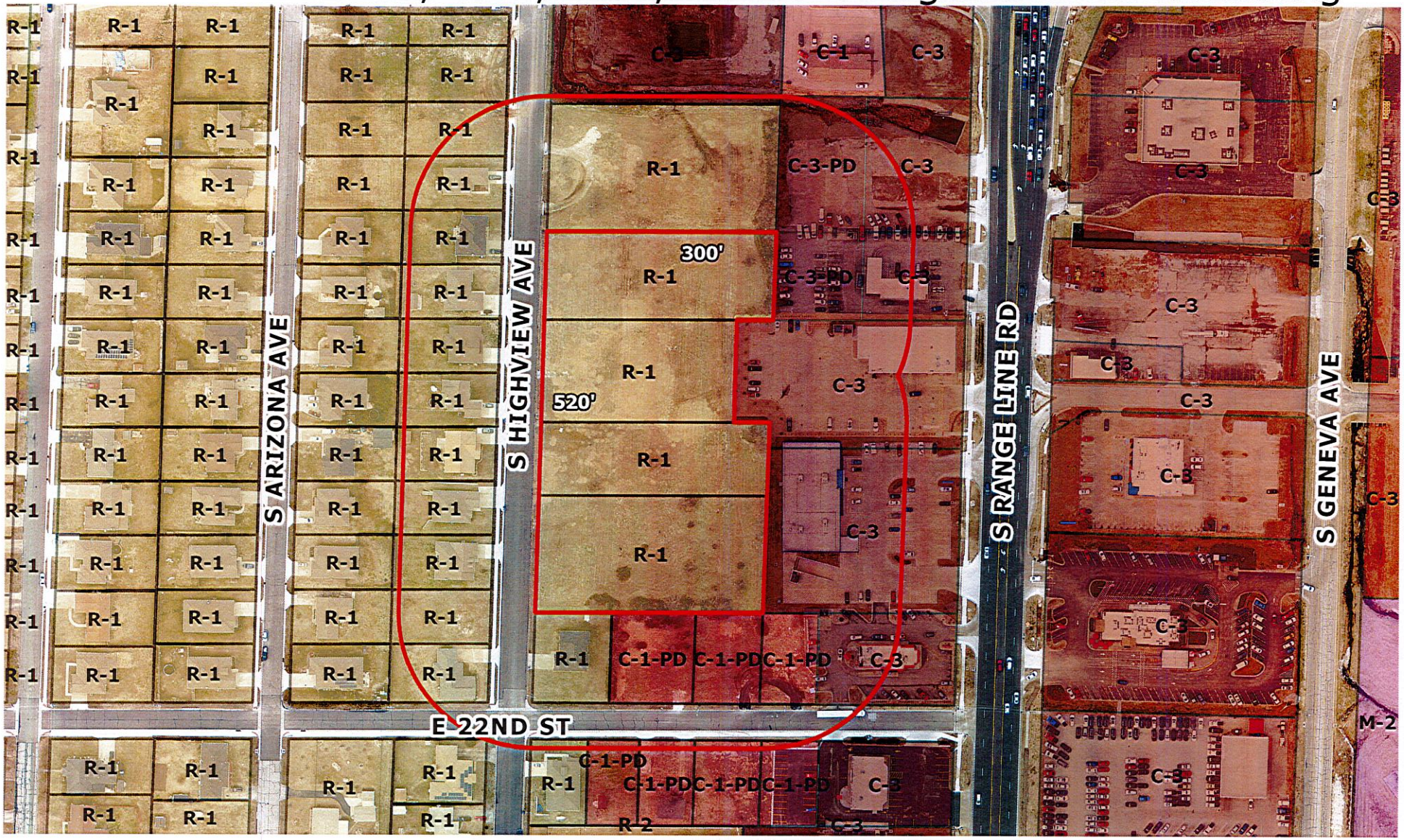
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

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

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

AMENDED 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-1 (Neighborhood 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-1.

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