JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 2, 2025
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. Introduction Of Matthew Fry President/CEO Of Freeman Health Systems

   2. Annual Audit Presentation

   3. Joplin Area Chamber Of Commerce Quarterly Update

      Documents:

      CHAMBER-MOKAN REPORT TO COUNCIL MAY 2025.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Maurice Filon Requested To Speak On Excessive Speeding Between 8th And Railroad On Vermont.

   2. Audi Perez Requested To Speak On Excessive Fast Driving And Failure To Stop At Stop Signs When Children Are Playing.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2025-270
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-3 (Multi-Family Residential) property as described below and generally known as 1148 S Pennsylvania Ave, Joplin, Jasper County, Missouri. (Planning and Zoning Commission recommend approval)

Documents:

270SUMMARY.PDF
270 REPORT.PDF
270MINUTES.PDF
270 APP.PDF
270 MAP.PDF
CB2025-270.PDF

3. RESOLUTION NO. 2025-007
A RESOLUTION granting a Special Use Permit (1st Request) for duplexes, located at 3105 Wisconsin Ave, City of Joplin, Jasper County, Missouri. (Planning and Zoning Commission recommends approval)

Documents:

007SUMMARY.PDF
007REPORT.PDF
007MINUTES.PDF
007APP.PDF
007MAP.PDF
RS2025-007.PDF

4. CASE 018-25
1201 S Byers Ave – Site Plan Review – A request to review a site plan for a small-format home development – Vita Nova Village (Planning and Zoning Commission recommend approval)

Documents:

018-25SUMMARY.PDF
018-25REPORT.PDF
018-25MINUTES.PDF
018-25APP.PDF
018LETTER.PDF
11-2025-04-08 FULL STORMWATER REPORT.PDF
12-VNV-DETENTION BASIN AND OUTLET PIPE PLAN 4-16-25.PDF
COMMUNITY BUILDING.PDF
HOME FLOOR PLAN.PDF
LANDSCAPE PLAN.PDF
LIGHTING LETTER.PDF

SIGN DIMENSIONS.PDF
SIGN.PDF
SITE PLAN.PDF
STORMWATER VARIANCE.PDF
VITA NOVA HOME-UPDATED.PDF
018-25MAP.PDF

8. Consent Agenda

1. Minutes Of The May 5, 2025, City Council Meeting

   Documents:

   MAY 5, 2025 MINUTES.PDF

2. COUNCIL BILL NO. 2025-120
   AN ORDINANCE approving an Agreement and Purchase Order 2025A with Ace Pipe Cleaning, Inc. for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

   Documents:

   CB2025-120.PDF

3. COUNCIL BILL NO. 2025-268
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 410 W 26th St, Joplin, Jasper County, Missouri.

   Documents:

   CB2025-268.PDF

4. COUNCIL BILL NO. 2025-269
   AN ORDINANCE providing to vacate part of a street, lying north of property described as 2100 E Rolla St, City of Joplin, Jasper County, Missouri.

   Documents:

   CB2025-269.PDF

5. COUNCIL BILL NO. 2025-516
   AN ORDINANCE adopting an updated step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-516.PDF

6. COUNCIL BILL NO. 2025-611
AN ORDINANCE approving a Contract by and between the City of Joplin and RAVENii, LLC., to implement Co-Managed Services and Network Upgrades; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an effective date.

Documents:

CB2025-611.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2025-517
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Melissa Dickerson, for the sale of one parcel located at 201 North Tyler Avenue, totaling approximately 750 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 2025-517 SUMMARY LAND SALE 201 N TYLER AVE .PDF
CB 2025-517 LAND SALE ORDINANCE 201 N TYLER AVE.PDF
CB 2025-517 EXHIBIT A REAL ESTATE CONTRACT 201 N TYLER.PDF
CB 2025-517 MAP OF 201 N TYLER AVE.PDF
CB 2025-517 BID TAB 201 N TYLER AVE.PDF

2. COUNCIL BILL NO. 2025-518
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Boyd Metals of Joplin, for the sale of one parcel located at 10th Street and Byers Avenue, totaling approximately 25 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 2025-518 SUMMARY LAND SALE 10TH AND BYERS AVE .PDF
CB 2025-518 LAND SALE ORDINANCE 10TH AND BYERS.PDF
CB 2025-518 EXHIBIT A 10TH ST AND BYERS REAL ESTATE CONTRACT.PDF
CB 2025-518 MAP OF 10TH AND BYERS.PDF
CB 2025-518 BID TAB 10TH AND BYERS.PDF

3. COUNCIL BILL NO. 2025-519
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and James Crane, for the sale of one parcel located at West of 402 North Mineral Avenue, totaling approximately 2,500 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 2025-519 SUMMARY LAND SALE WEST OF 402 N MINERAL .PDF
CB 2025-519 LAND SALE ORDINANCE W OF 402 N MINERAL.PDF
CB 2025-519 EXHIBIT A W OF 402 N MINERAL REAL ESTATE CONTRACT.PDF
CB 2025-519 MAP OF W OF 402 N MINERAL.PDF
CB 2025-519 BID TAB W OF 402 N MINERAL.PDF

4. COUNCIL BILL NO. 2025-520
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Country Care Properties, LLC., for the sale of one parcel located at the Southwest corner of Spring and Division, totaling approximately 1,200 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 2025-520 SUMMARY LAND SALE SW CORNER OF SPRING AND DIVISION .PDF
CB 2025-520 LAND SALE ORDINANCE SW CORNER SPRING AND DIVISION.PDF
CB 2025-520 EXHIBIT A REAL ESTATE CONTRACT SW CORNER SPRING AND DIVISION.PDF
CB 2025-520 MAP OF SW CORNER SPRING AND DIVISION.PDF
CB 2025-520 BID TAB SW CORNER SPRING DIVISION.PDF

5. COUNCIL BILL NO. 2025-521
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Murrell and Kristi Bass, for the sale of one parcel located at North of Central Street and Galena Avenue, totaling approximately 4,482 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 2025-521 SUMMARY LAND SALE N OF CENTRAL ST AND GALENA AVE .PDF
CB 2025-521 LAND SALE ORDINANCE N OF CENTRAL AND GALENA.PDF

GALENA.PDF
CB 2025-521 EXHIBIT A N OF CENTRAL ST AND GALENA REAL ESTATE CONTRACT.PDF
CB 2025-521 MAP OF N OF CENTRAL AND GALENA.PDF
CB 2025-521 BID TAB N OF CENTRAL AND GALENA.PDF

6. COUNCIL BILL NO. 2025-522
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Mr. Zazzle's Homes, LLC., for the sale of one parcel located at 1005 West 6th Street, totaling approximately 3,744 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 2025-522 SUMMARY LAND SALE 1005 W 6TH .PDF
CB 2025-522 LAND SALE ORDINANCE 1005 W 6TH.PDF
CB 2025-522 EXHIBIT A 1005 W 6TH REAL ESTATE CONTRACT.PDF
CB 2025-522 MAP OF 1005 W 6TH.PDF
CB 2025-522 BID TAB 1005 W 6TH.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2025-003
AN ORDINANCE amending Chapter 82 – Offenses and Miscellaneous Provisions, as it pertains to hunting within city limits; establishing regulations; and fixing the time when this ordinance shall become effective.

Documents:

2025-003 SUMMARY SHEET URBAN HUNTING GOING 5.19.25.PDF
2025-003 URBAN HUNTING ORDINANCE GOING 5.19.25.PDF

2. COUNCIL BILL NO. 2025-109
AN ORDINANCE approving the issuance of a Purchase Order to United Access in the amount of Fifty-Five Thousand Five Hundred Two Dollars and No Cents ($55,502.00) for the replacement of the two Wheelchair Lifts on the large trolley; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this ordinance shall become effective.

Documents:

CB2025-109 TROLLEY WHEELCHAIR LIFT REPLACEMENT SUMMARY.PDF
CB2025-109 TROLLEY WHEELCHAIR LIFT REPLACEMENT ORDINANCE (1).PDF
CB2025-109 TROLLEY WHEELCHAIR LIFT REPLACEMENT BID SUMMARY (1).PDF

3. COUNCIL BILL NO. 2025-124

AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Two Million Eight Hundred Forty Thousand Seven Hundred Twenty-Three and 59/100 dollars ($2,840,723.59) for construction of the Zora Street Improvements Phase 2 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-124 SUMMARY SHEET ESS ZORA PH. 2.PDF
CB2025-124 AGREEMENT-ESS ZORA PHASE 2.PDF
CB2025-124 ZORA PHASE 2 LOCATION MAP.PDF
CB2025-124 BID SUMMARY ZORA PH. 2.PDF
CB2025-124 OLSSON BID CONCURRENCE.PDF
CB2025-124 ORDINANCE ESS ZORA PH. 2.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 29th day of May 2025 (RSMo 610.020)

JOPLIN AREA CHAMBER / MOKAN
ECONOMIC DEVELOPMENT UPDATE
MAY 2025

The City of Joplin's investment enables the Joplin Area Chamber and MOKAN to increase capacity regarding promotion of the city as a place to do business, as well as to live, work and raise a family to potential workers. It also expands opportunities for more access to state and national resources, leaders and markets through conferences, mission trips with the Missouri Partnership and advertising mediums. Activities carried out in the previous quarter are as follows:

BUSINESS ATTRACTION:

RFI's

- 10 received in Q2
- 2 submitted on behalf of City of Joplin
- 4 submitted for MOKAN region

Projects Submitted Since Previous Report:

Project Aurora

- Food Manufacturing
- 157 full-time jobs with avg wage of 30.18/hr
- $233 million capital investment
- 30+ acres
- Submitted Crossroads site

Project Coco

- Advanced Manufacturing
- 200 full-time jobs
- $800 million capital investment over two phases
- 150 acres, brownfields considered
- Submitted Mi Tierra site

Active Projects

Project Level (Attraction)

- Company that works in the repairment of basement foundations
- 50 full-time jobs with avg salary of $100,000-$110,000
- 5 acres greenfield
- Site visits in Neosho and Sarcoxie

Project MPWildwood (Attraction)

- Data Center
- 2 new full-time jobs
- Purchasing 10 acres at Wildwood Ranch

MARKETING & PROMOTIONS OF JOPLIN ACTIVITIES:

- **MOKAN Website – Redesign will launch June 2025**
- **MOKAN LinkedIn - Maintaining regular posting schedule**
- **MOKAN Regional Promotional Video – Locations currently being selected for filming to start in June**

- **Choose Joplin Website (2024 data)**
  - 6,136 Sessions
  - 4,461 Active Users
  - 57,793 Event Counts (a user taking action on the site; clicking or scrolling)
  - Top pages viewed:
    - Parks & Trails https://www.choosejoplin.com/parks-trails
    - Life in Joplin post, Joplin recognized as best place to live in Missouri (this post was originated from Livability that we added to the Choose Joplin blog) https://www.choosejoplin.com/post/joplin-recognized-as-best-place-to-live-in-missouri
    - Cost of Living calculator https://www.choosejoplin.com/cost-of-living
    - Life in Joplin post, City of Joplin shares list of holiday activities https://www.choosejoplin.com/post/city-of-joplin-shares-list-of-festival-holiday-activities-for-2024-holiday-season

- **Livability.com**
  - Livability is a company that specializes in attracting workforce and talent who are actively looking to relocate using targeted ad placements directed at people searching destinations online who enter in specific key words
  - They publish 10 articles over a year span designed to showcase Joplin and the advantages of linving here
  - Article examples:
    - Discover Joplin's Neighborhoods
    - How I Got Connected to My Community
    - Joplin is Perfect for Families
  - Please visit the page https://livability.com/mo/joplin/ to view

- **Billboard**
  - We continue to promote positive vibes and awareness of the Joplin community to passers-by on I-44
  - The current ad features the 4 college institutions located in Joplin

EVENTS ATTENDED:

- **Hawthorn Foundation Board Meeting** **Fulton – Feb 27-28**
  - Amy Kauffman attended

- Received updates of the previous quarter's statewide business attraction efforts by the Hawthorn Foundation and Missouri Partnership as well as from Gov. Kehoe

- **OU Economic Development Institute** **Kansas City – April 27- May 2**
  - Professional certification and education for Amy Kauffman
  - The premiere training program for professional economic developers
  - The program is three sessions with each taking a full week
  - There are approximately six months between each session
  - Courses attended in session1: Real Estate Redevelopment and Credit Analysis

ENTREPRENEURSHIP

ATTC and NIC Incubators

- Success story - two former start-ups utilizing the incubators recently launched their own brick and mortar storefront
  - EZ-Cuisine and Mac's Cinnamon Rolls and Baked Goods have partnered up to open a strefront at 2313 W 7th Street
  - Both had previously operated out of the ATTC commercial kitchen space

- There is currently one open office space in the NIC

EXPANSION & RETENTION

- **Manufacturers Roundtable**
  - Quarterly event
  - The 3rd roundtable took place March 5th
  - The primary topic of discussion was around Proposition A and the potential for a legislative amendment (*still pending as of this report*)
    - Prop A was passed by the voters approval state-wide during the previous November election and went into effect May 1
    - It was promoted as a minimum wage increase proposal however it included multiple elements of PTO requirements which prompted a law suit filed by multiple business groups and associations – the MO Supreme Court recently heard the case but allowed the proposal to proceed as presented on the ballot
    - The House passed a bill that amends some of Prop A however it was recently filibustered in the Senate when it was up for a vote and Senate members are trying to work on a solution that will garner enough support for a change in the now law
  - The roundtables are an opportunity for reps from our largest job providers to come together and collectively share common headwinds and tailwinds and to look for potential resolutions, as well as for the Chamber to share relevant data, economic trends and information gleaned from various sources and agencies
  - The Chamber then uses the feedback to prioritize focus areas, potential programming and potential talking points to share with elected officials
  - The next roundtable takes place June 11th at the Chamber

- **Kai Hamilton**
  - Workforce Development specialist has left the Chamber
  - After a little more than a year in the role, he made the decision that economic development was not the career path he wanted to continue with
  - There are no immediate plans to replace the position, but we will reassess in a few months

JIDA

- Currently working with EPA to design a plan for contaminated soil remediation
- Approximately 70 of the 330 acres has contaminants
- Bids by the EPA to have the contaminated soil relocated and fresh soil brought in came back quite a bit higher than expected – Kurt Higgins with Allgeier Martin has proposed a site development plan where existing noncontaminated soil from the site is utilized to cover the contaminated areas and cap it – the next step is to have EPA review this site plan and approve or offer alternatives

MISCELLANEOUS

- The Hawthorn Foundation will be hosting their next quarterly meeting in Joplin
  - The organization hosts each qtrly meeting in a different geographic location around the state
  - Joplin will be the host of approximately 100 Hawthorn members, MOPAR and MDED representatives from around the state and on Friday, June 6th
  - The business meeting will take place that morning at KCU

- **Current Unemployment Rate (Mar 2025)**
  - US 4.2%
  - MO 3.8%
  - Joplin 4.2%

  Source: https://www.bls.gov/eag/eag.mo_joplin_msa.htm#eag_mo_joplin_msa.f.1

- **Current County Average Wages**
  - Jasper $48,412 $23.28/hr
  - Newton $52,104 $25.05/hr
  - MO $62,556 $30.08/hr

  Source: https://ded.mo.gov/media/pdf/county-average-wages

	Building		Capital			Acres		Sq Ft	
Proj	or Land	Rail	Investment	Jobs	Wages	Min	Max	Min	Max
1	Building	No				4	5	86,000	152,000
2	Land	Pref				700	1300		
3	Either	No	$115	200		20		200,000	
4	Either	No	$16	200	$50K			150,000	250,000
5	Land	Required	$250	400		150	200		
6	Land	No	$550	388	$55K	300	1000		
7	Land	No				150	200		
8	Land	No		50	$100K	5			
9	Either	No	$126	62	$67K	15	30		
10	Building	No						500,000	1 M
11	Building	No	$10	20				10,000	
12	Land	Required		350		200	600		
13	Land	No	$160	250		40	50		
14	Land	No	$700	2500		140	160		
15	Land	No	$1,000	500		330			
16	Land	Required	$10	10	$50K	5	10		
17	Land	No	$4,000	800	$120K	150			
18	Land	No	$300	400		50			
19	Land	Pref	$800	190		120	150		
20	Land	No		3000		75	125		
21	Building	No	$11	80	$57K			20,000	30,000
22	Land	Required	$480	630		60			
23	Land	No	$4	10		15			
24	Land	No	$2,300	2000	$54K	100	150		
25	Building	No	$25	650	$67K	15		180,000	
26	Land	Required	$25	12		15	40		

Proximity	Electric			Gas		
to Interstate	Initial	End	Water	Gas	Max	Waste Water
5						
1	250 MW		3m gpd	1,500dk/hr		3 mg/d
	6 MW		500 k/d	6,000 mcf/mo	5 psi	320,000 gal/d
	3 MW					
1	10 MW	15 MW	1.7m gpd			700,000 gal/d
	12 MW		90,000 gpd	2,000 Nm3/hr		80,000 gal/d
	Min					
3	16 MW		1.6m gpd	51 MMBTU/hr		500,000 gal/d
	50 MW	100 MW				
1	78 MW		4.8m gpd	2.5 m decatherms		3.6 mg/d
10	14 MW			70,000 CFH	15 psi	250,000 gal/d
10	20 MW	30 MW	2.5m gpd	725,000 CFH	20 psi	2.5m gpd
	22,150,632 kwh/mo		22,000 gpd	4" line or more		2,220 gpd
	50 MW	80 MW	750,000 gpd	670 MMBtu		600,000 gpd
	18 MW		18.7 MMg/mo	4.7 MM Ccfs/mo		19.4 MM g/mo
1	12 MW		300,000 gpd	LNG		200,000 gpd
5	47 MVA		475,000 gpd	24 MMBtu/hr		225,000 gpd
1	50K kwk/m					
	15 MW		210,000 gpd	14.4965m3/day	28 psi	200,000 gpd
	72 MW			10,000 Nm3/h		
15	7.259 kW					
5	1,829 kVA		12,500 gpd	30.3 MMBtu/h	195K CCF/y	3,920 gpd

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
016-25 – Rezoning

MEETING DATE:
June 2, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 016-25: 1148 S Pennsylvania Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential) – Roy Shelvey

BACKGROUND:

The owner must rezone this property to close on a sale of the home. The use is legally non-conforming, and rezoning to R-3 will allow the use by right. R-3 is the highest and best use for this neighborhood, which currently includes a mix of residential housing types and neighborhood commercial uses.

PLANNING & ZONING COMMISSION TESTIMONY:

Roy Shelvey of 2233 Benjamin Drive, Carthage, Missouri stated the request to rezone is due to wanting to sell the home. Mr. Shelvey stated that when he went to sell the home, he could not due to the home being zoned M-2 (Heavy Industrial). Mr. Shelvey stated that this zoning was missed when he bought the home since he used cash instead of a loan. Mr. Shelvey stated that the way the home is zoned, the bank would not provide the client with a loan because if there was more than 51 percent damage, the home would not be able to be rebuilt.
Ms. Phillips asked the applicant why he requested the zoning of R-3 (Multi-Family Residential).
Mr. Bellairs stated that the R-3 (Multi-Family Residential) request is due to the existing character of the neighborhood, which is not primarily a single-family residential area, due to the mixed housing types in the neighborhood. Mr. Bellairs stated that R-1 imposes more restrictive development regulations on adjacent properties, which could be considered a takings.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-270
Planning & Zoning Commission recommends approving Case 016-25 (5 in Favor, 0 Opposed, 2 Absent)

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

Z&P Meeting: May 12, 2025
City Council Meeting: June 2, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 016-25 A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential)

LOCATION 1148 S Pennsylvania Ave

APPLICANT Roy Shelvey

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Single-Family Home	Approximately 0.14 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Commercial Garage/Shop	Commercial Garage/Shop	Single-Family Home	Service/Salon

FUTURE LAND USE

The property is identified as Retail Commercial on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Pennsylvania	Local	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Plan identifies this corridor as Retail Commercial. The existing neighborhood is mixed use, with a variety of residential housing types and neighborhood commercial uses.

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

Prior to modern industrial parks, industrial developments used to be common close to the railroad. Most of this neighborhood is legally non-conforming, with residences and commercial uses within an industrial zoning district. Rezoning this property will allow the existing single-family use by right.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This rezoning will not detrimentally affect nearby properties. Many of the surrounding properties are either single-family homes or commercial uses.

DISCUSSION

The owner must rezone this property to close on a sale of the home. The use is legally non-conforming, and rezoning to R-3 will allow the use by right. R-3 is the highest and best use for this neighborhood, which is mixed use.

Staff recommends approval of Case 016-25.

ENCLOSURES

- Map of property
- Application

CASE 016-25: REZONING

Mr. Kimble asked the applicant to step forward and state their name and address for the record.

Roy Shelvey of 2233 Benjamin Drive, Carthage, Missouri stated the request to rezone is due to wanting to sell the home. Mr. Shelvey stated that when he went to sell the home, he could not due to the home being zoned M-2 (Heavy Industrial). Mr. Shelvey stated that this zoning was missed when he bought the home since he used cash instead of a loan. Mr. Shelvey stated that the way the home is zoned, the bank would not provide the client with a loan because if there was more than 51 percent damage, the home would not be able to be rebuilt.

Mr. Kimble asked the commission if they had any questions for the applicant.

Ms. Phillips asked the applicant if there was damage to the home.

Mr. Shelvey stated that there is no damage to the home.

Mr. Bellairs stated that what Mr. Shelvey is referring to is the non-conforming status of a home in the Zoning Code.

Ms. Phillips asked the applicant why he requested the zoning of R-3 (Multi-Family Residential).

Mr. Bellairs stated that the R-3 (Multi-Family Residential) request is due to the existing character of the neighborhood, which is not primarily a single-family residential area, due to the mixed housing types in the neighborhood. Mr. Bellairs stated that R-1 imposes more restrictive development regulations on adjacent properties, which could be considered a takings.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

MR. SPRUCE MADE A MOTION TO APPROVE CASE 016-25. THIS MOTION WAS SECONDED BY MRS. KLUE-MICHAEL. MOTION CARRIED. (5 IN FAVOR, 0 IN OPPOSITION, 2 ABSENT)

Rezoning Application

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

Office Use Only
Case No.: 016-25
Filing Fee: $600.00
Received: 3/12/25
Date Advertised:
Proj. No.: 25-026
Public Hearing Date: 5/12/25 P&Z
6/2/25 CC

Applicant: Roy Shelley Phone No.: (417) 313-2599
Address: 2233 Benjamin Dr Email: Shelrune107@gmail.com
Owner: Roy Shelley Phone No.:
Address: 2233 Benjamin Dr. Email:
Location of Property: 1148 S Penn
Present Use of Property: Single-Family Home
Proposed Use of Property: Single-Family Home
Current Zoning: M-2 Requested Zoning: R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant	M-2
South	Home (Single-Family)	M-2
East	Shop	M-2
West	Parking Lot	M-2

Character of the Neighborhood: Mixed Use - Single family & Commercial

Relationship to Existing Zoning Pattern:

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

If yes, explain: Use is legally non-conforming - If more then 50% of appraised value is destroyed, will have to rezone to rebuild

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: Pennsylvania Ave

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 60'

Subdivision Platting:

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

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

Additional Platting Comments: _____

Unique Characteristic of Property and/or Additional Comment:

It is a house and in order to sell it needs to be zoned Residential.

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

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

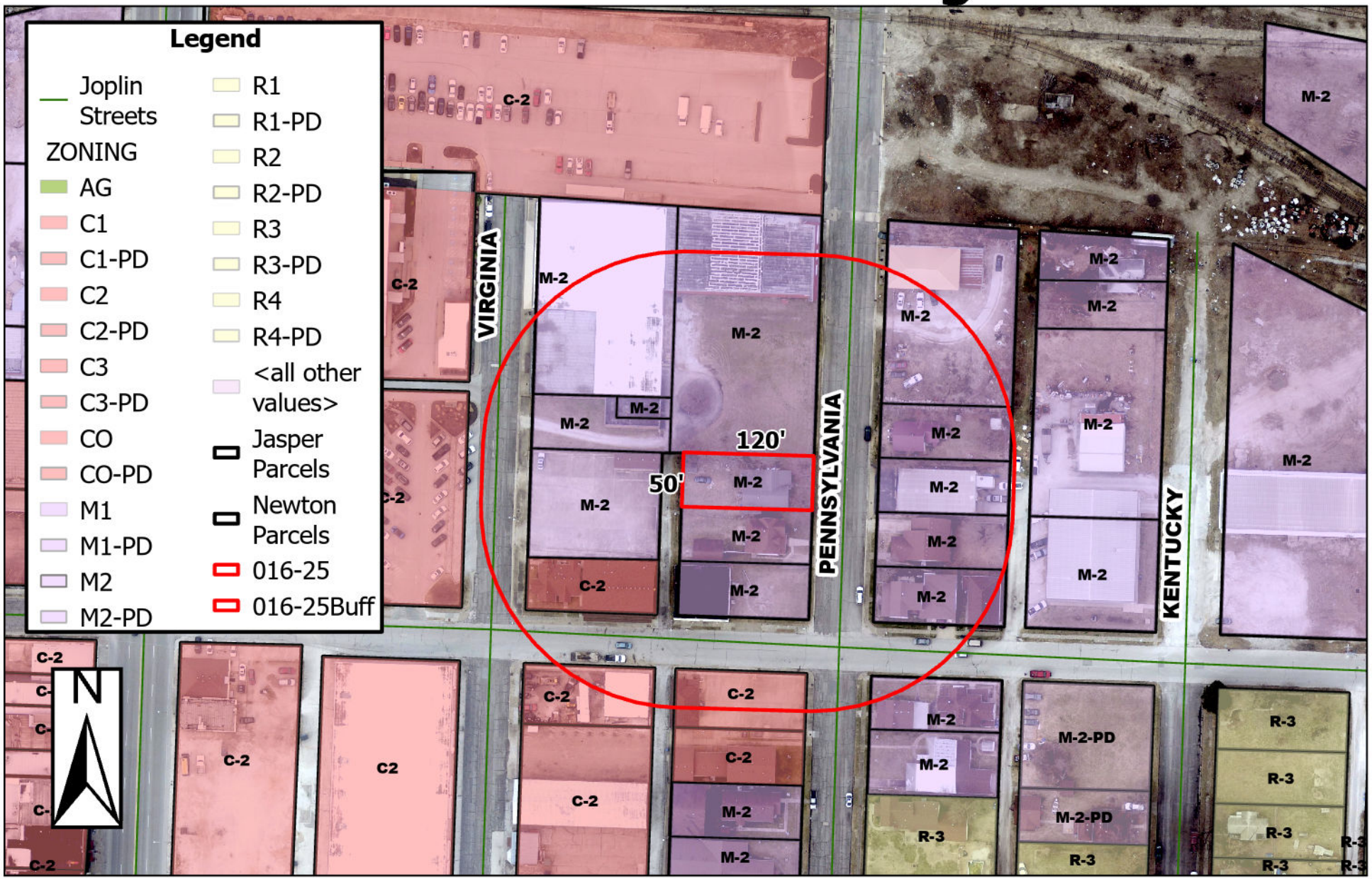
Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: Ray D Shelby **Date:** 3-6-25

EXHIBIT "A" TO BUYER'S TITLE AFFIDAVIT

All of Lot Numbered Thirty (30) in J.C. Cox, Jr.'s First Addition to the City of Joplin, Jasper County, Missouri.

Case 016-25: Rezoning



1148 S Pennsylvania Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District R-3 (Multi-Family Residential) – Roy Shelvey

P & Z Case 016-25
Roy Shelvey
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-270 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-3 (Multi-Family Residential) property as described below and generally known as 1148 S Pennsylvania Ave, Joplin, Jasper County, Missouri.

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

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

All of Lot Numbered Thirty (30) in J.C. Cox, Jr's First Addition 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_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
017-25 – Special Use Permit

MEETING DATE:
June 2, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 017-25: 3105 S Wisconsin Ave – Special Use Permit – A request for a permanent Special Use Permit for duplexes – SKS LLC

BACKGROUND:

The applicant rezoned this property in 2024 to develop a pickle ball court. Since then, they have decided that they want to construct duplex housing. The Development Code allows for duplex construction in a C-1 District, with a special use permit.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Bellairs explained that this is the first time we have heard a case like this. Mr. Bellairs stated that the applicant rezoned this property for a pickleball court last year, and that the applicant has since changed their mind and now wants to construct duplexes. Mr. Bellairs explained that we rezone to the highest and best use, and it is best practice to not rezone based on the requested use, which is why the applicant is requesting the use rather than changing the zoning district.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approving Case 017-25 (5 in Favor, 0 Opposed, 2 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Special Use Permit

CASE 017-25 A request for a permanent Special Use Permit (1st Request) to construct duplexes

LOCATION 3105 S Wisconsin Ave. Joplin, MO 64801

APPLICANT Jeffery S. Morrow

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1 (Neighborhood Commercial)	Vacant	Approximately 0.63 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	C-2-PD/C-1	C-1
Land Use	Single-family Residential	Single-family Residential	Restaurant/retail	Retail

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Wisconsin Ave	Local	60′

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

No.

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

IS DEEMED NECESSARY FOR THE PUBLIC CONVENIENCE AT THAT LOCATION.

The application is located in the appropriate zoning district to apply for this special use.

IS SO DESIGNED, LOCATED, AND PROPOSED TO BE OPERATED THAT THE PUBLIC HEALTH, SAFETY, AND WELFARE WILL BE PROTECTED.

The proposed use will be required to follow all density, setback, and development regulations in Article 5, Residential Development, for duplex construction.

IS FOUND TO BE GENERALLY COMPATIBLE WITH THE NEIGHBORHOOD IN WHICH IT IS PROPOSED.

Duplexes are identified in the Joplin Development Code as a compatible use with Low-Density Residential. This is actually within a C-1 District, which is typically a more intensive district, so duplexes are a compatible transition between retail and commercial uses to single-family residential.

WILL COMPLY WITH THE HEIGHT AND AREA REGULATIONS OF THE DISTRICT IN WHICH IT IS LOCATED UNLESS SPECIFICALLY GRANTED.

Residential construction regulations are based on the type of construction (duplexes), not the zoning district. All standards regulating development will be met.

OFF-STREET PARKING AND LOADING AREAS WILL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE ZONING REGULATIONS AND SUCH AREAS WILL BE SCREENED FROM ADJOINING RESIDENTIAL USES AND LOCATED SO AS TO PROTECT SUCH RESIDENTIAL USE FROM ANY INJUIOUS EFFECT.

The applicant must provide 2 off street parking spaces/unit. The applicant is proposing two duplexes, with a potential third in the future. 4 spaces will be required per structure.

ADEQUATE UTILITY, DRAINAGE, AND OTHER SUCH NECESSARY FACILITIES HAVE BEEN OR WILL BE PROVIDED.

Utilities are presently in place. Drainage will be subject to the stormwater development standards.

DISCUSSION

The applicant rezoned this property in 2024 to develop a pickle ball court. Since then, they have decided that they want to construct duplex housing. The Development Code allows for duplex construction in a C-1 District, with a special use permit.

The request is for a permanent permit, due to the costs associated with new development.

CONDITIONS

1. This Special Use Permit is issued to SKS LLC to allow duplexes in a C-1 District.
2. The permit shall be permanent.
3. Shall provide off-street parking at the rate of two parking spaces/unit.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of the City of Joplin.

ENCLOSURES

- Applicant Materials
- Map

CASE 017-25: SPECIAL USE PERMIT

Mr. Kimble asked the applicant to step forward and state their name and address for the record.

Mr. Bellairs asked to introduce information regarding this case, due to its uniqueness. Mr. Bellairs stated that this property was rezoned last year from R-1 to C-1. Mr. Bellairs stated that the Zoning Code gives certain provisions where certain housing types are not permitted by right or are allowed through Special Use Permit, because it is not appropriate to rezone based off the intended use, rezoning is based off compatibility of the neighborhood. Mr. Bellairs stated that with the C-O zoning, duplexes and commercial office are permitted by right. Mr. Bellairs stated that the development regulations are the same as if they were developing in an R-2. Mr. Bellairs explained that it is 7800 square feet per building.

Steve Williams of 2601 Wisconsin, Joplin, Missouri and Sally Robinson of 2430 N Indian, Joplin, Missouri stated the request for the rezoning is due to wanting to build duplexes since Ms. Robinson could not build a pickle ball court.

Mr. Kimble asked the commission if they had any questions for the applicant.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

MR. SPRUCE MADE A MOTION TO APPROVE CASE 017-25. THIS CASE WAS SECONDED BY MS. PHILLIPS. MOTION CARRIED. (5 IN FAVOR, 0 IN OPPOSITION, 2 ABSENT)

Special Use Permit Application

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

Office Use Only
Case No.: 017-25
Filing Fee: $600.00
Received: 3/18/25
Date Advertised: _____
Proj. No.: 25-29
Public Hearing Date: 5/12/25

Applicant: SKS LLC
Phone No.: Sally - 417-483-6484 Steve - 417-540-2800

Address: 2601 Wisconsin Ave Joplin 64804
Email: opensky524@gmail.com

Owner: _____
Phone No.: _____

Address: _____
Email: hstevew58@gmail.com

Location of Property: 3105 Wisconsin

Present Use of Property: empty Lot

Proposed Use of Property: 2- Duplexes

Current Zoning: C-1
Acreage: _____

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	residential	
South	Commercial	
East	residential	
West	residential & commercial	

Character of the Neighborhood: _____

Instructions:
The following checklist is to be completed **by the applicant**. Please indicate whether the following standards are met, in the applicant's opinion. A separate sheet explaining how each standard is met **must** be included with the application.

Yes	No	
☐	☐	Is deemed necessary for the public convenience at that location.
☒	☐	Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.
☒	☐	Is found to be generally compatible with the neighborhood in which it is proposed.
☒	☐	Will comply with the height and area regulations of the district in which it is located unless specifically granted.
☒	☐	Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from injurious effect.
☒	☐	Adequate utility, drainage, and other such necessary facilities have been or will be provided.
☐	☒	Should this Special Use Permit be valid only for a specific time period?

If yes, what length of time?_____

Operational Information:
The Special Use Permit that will be issued will have set of conditions that will require information regarding the following (additional conditions may be imposed by the Commission and Council):

Hours of Operation: N/A

Days of Operation: N/A

Number of Off-street Parking Spaces: N/A

Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): _____

No Signs

Number of Employees and/or Assistants: None

Nature of Business: 2- Duplexes

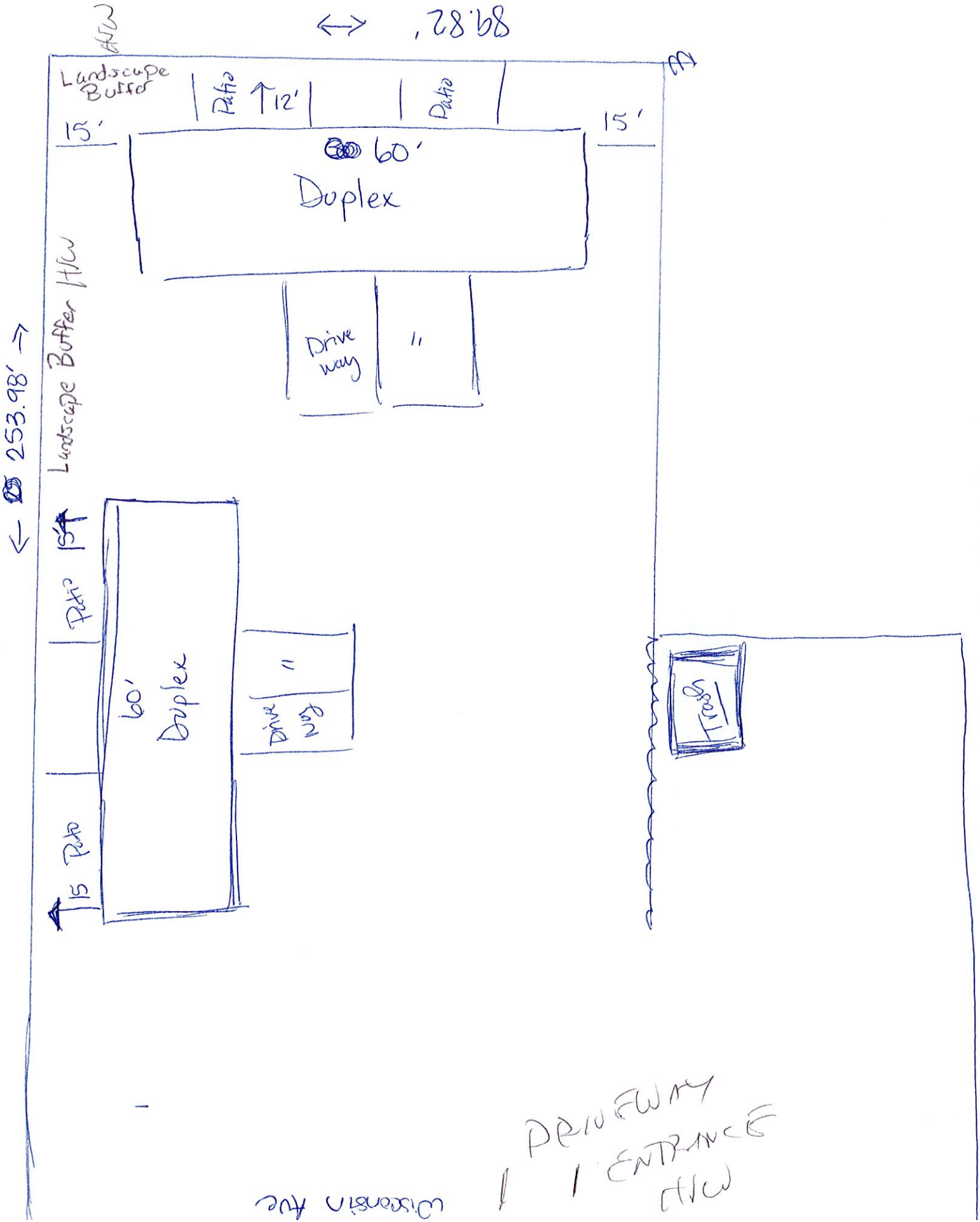
Submission of Documents: The following documents are **required** at time of submission.

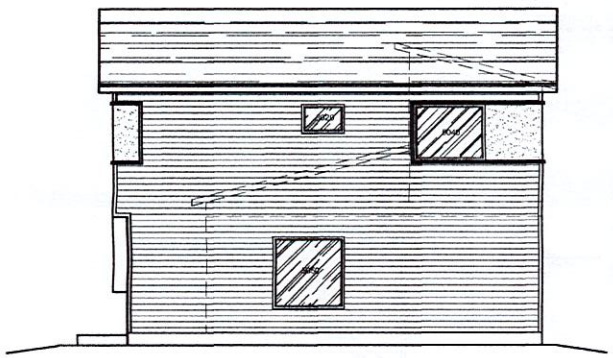
Yes	No	
☒	☐	Completed and signed application.
☒	☐	Legal description of the property from a deed or certified survey. Must be legible.
☒	☐	Additional sheet explaining how the above criteria are met.
☐	☐	One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
☐	☐	One copy of a site plan of the property showing location of off-street parking and any required screening, location of the structure(s) or proposed structure(s), access to the site from public right-of-way, and any other information requested by staff, the Planning & Zoning Commission, or City Council.

Violation of any condition as part of an approved Special Use Permit will cause a complaint to be filed with the Municipal Court and the Permit to be suspended immediately requiring reapplication.

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

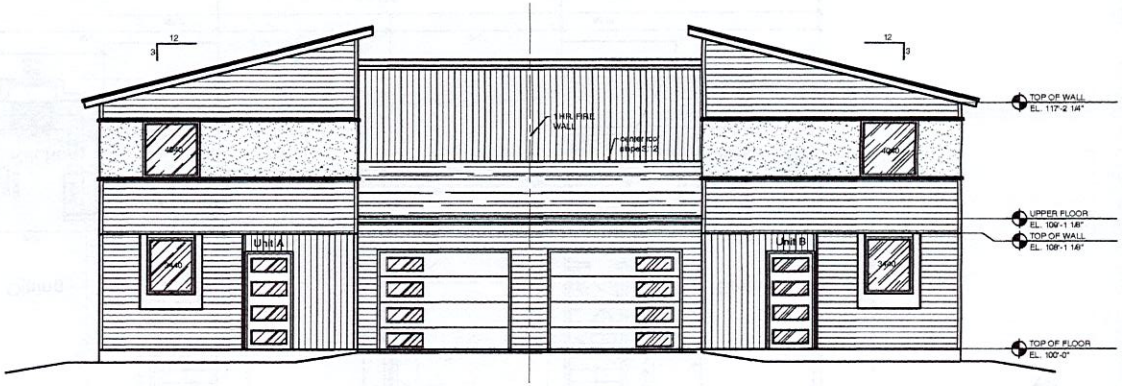
Signature: Sally Ro **Date:** _____


Landscape Buffer
15'
Patio
12'
Patio
15'
60'
Duplex
Drive way
11'
Landscape Buffer HCW
253.98'
Patio
15'
60'
Duplex
Drive way
11'
Patio
15'
Trees
Wisconsin Ave
DRIVEWAY ENTRANCE
HCW



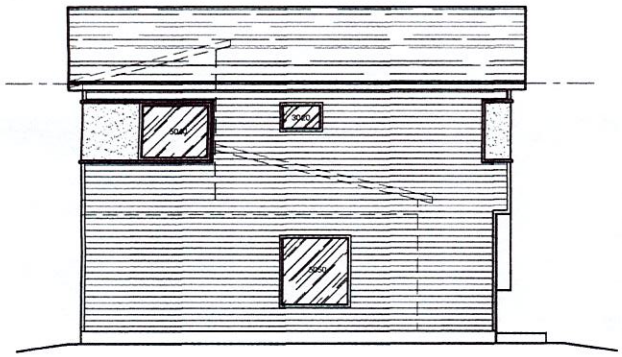
Side Elevation

Scale: 1/4" = 1'-0"



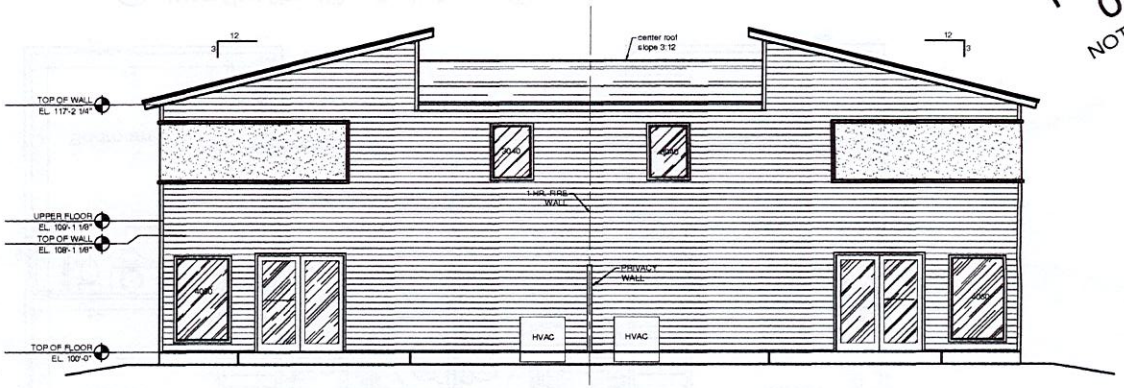
Front Elevation

Scale: 1/4" = 1'-0"



Side Elevation

Scale: 1/4" = 1'-0"



Back Elevation

Scale: 1/4" = 1'-0"

Conceptual

REVISED

TEAM 6 ARCHITECTURE, L.L.C.
5526 West 32nd Street
Joplin, Missouri 64804
p 417.622.4537 f 417.622.4523

T6A

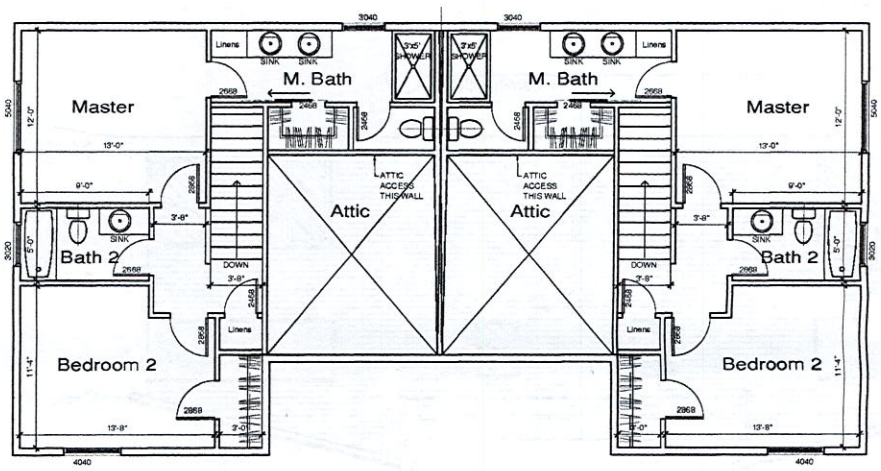
PRELIMINARY
03/11/2025
NOT FOR CONSTRUCTION

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011029961

A New Construction Project
Duplex
3105 S. Wisconsin
Joplin, Missouri
Sally Robinson

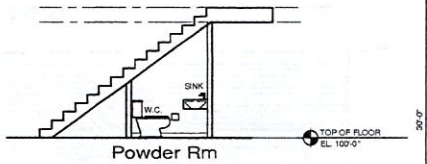
DRAWN BY
TJHull
CHECKED BY
elw
DATE
March 2025
SCALE
As Indicated
JOB NUMBER
202509
Renovation
Floor Plan

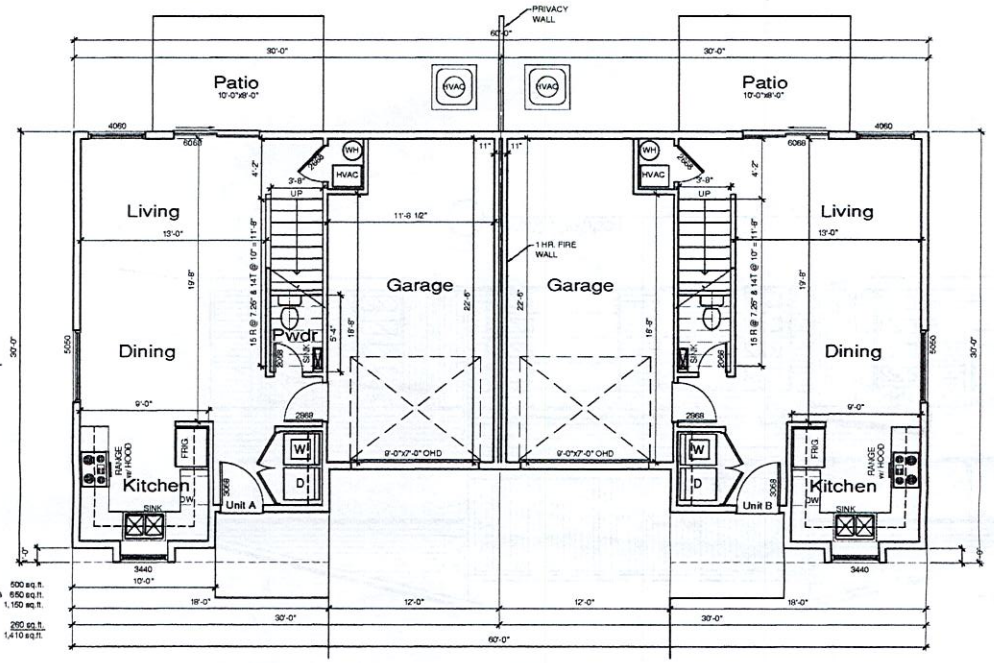
A1.2



Upper Floor Plan 650 sq.ft. / Unit

Scale: 1/4" = 1'-0"





AREA / UNIT:

MAIN FLOOR LIVING	500 sq.ft.
UPPER FLOOR LIVING	650 sq.ft.
LIVING TOTAL	1,150 sq.ft.
GARAGE	260 sq.ft.
UNIT TOTAL	1,410 sq.ft.

Main Floor Plan 500 sq.ft. / Unit

Scale: 1/4" = 1'-0"

REVISED

TEAM 6 ARCHITECTURE, LLC
5636 West 32nd Street
Joplin, Missouri 64804
P 417.622.4537 F 417.622.4523
architecture@team6.us

T6A

PRELIMINARY
03/11/2025
NOT FOR CONSTRUCTION

Team 6 Architecture, LLC
Missouri
Certificate of Authority
A-2011009466.1

A New Construction Project
Duplex
3105 S. Wisconsin
Joplin, Missouri
Sally Robinson

DRAWN BY
CHECKED BY
DATE
March 2025
SCALE
As Indicated
JOB NUMBER
202509
Floor Plan

Conceptual

A1.1

TRUSTEE'S DEED

THIS TRUSTEE'S DEED, made this 29 day of January, 2025, by and between **HOWARD STEVEN WILLIAMS, TRUSTEE OF THE HOWARD STEVEN WILLIAMS LIVING REVOCABLE TRUST DATED 5/4/2005**, of the County of Jasper, State of Missouri, (hereinafter referred to as **"First Party/Grantor"**) and **SKS, LLC, a Missouri limited liability company** (hereinafter referred to as **"Second Party/Grantee"**). The current mailing address of Second Party, the taxpayer to whom assessment notices, tax bills and other correspondence are to be sent respecting the real estate described in this instrument, is: 2601 Wisconsin Avenue, Joplin, Missouri 64804.

W I T N E S S E T H:

WHEREAS, First Party is the duly appointed, qualified and acting Trustee under the Howard Steven Williams Living Revocable Trust dated May 4, 2005 (the "Trust"); and

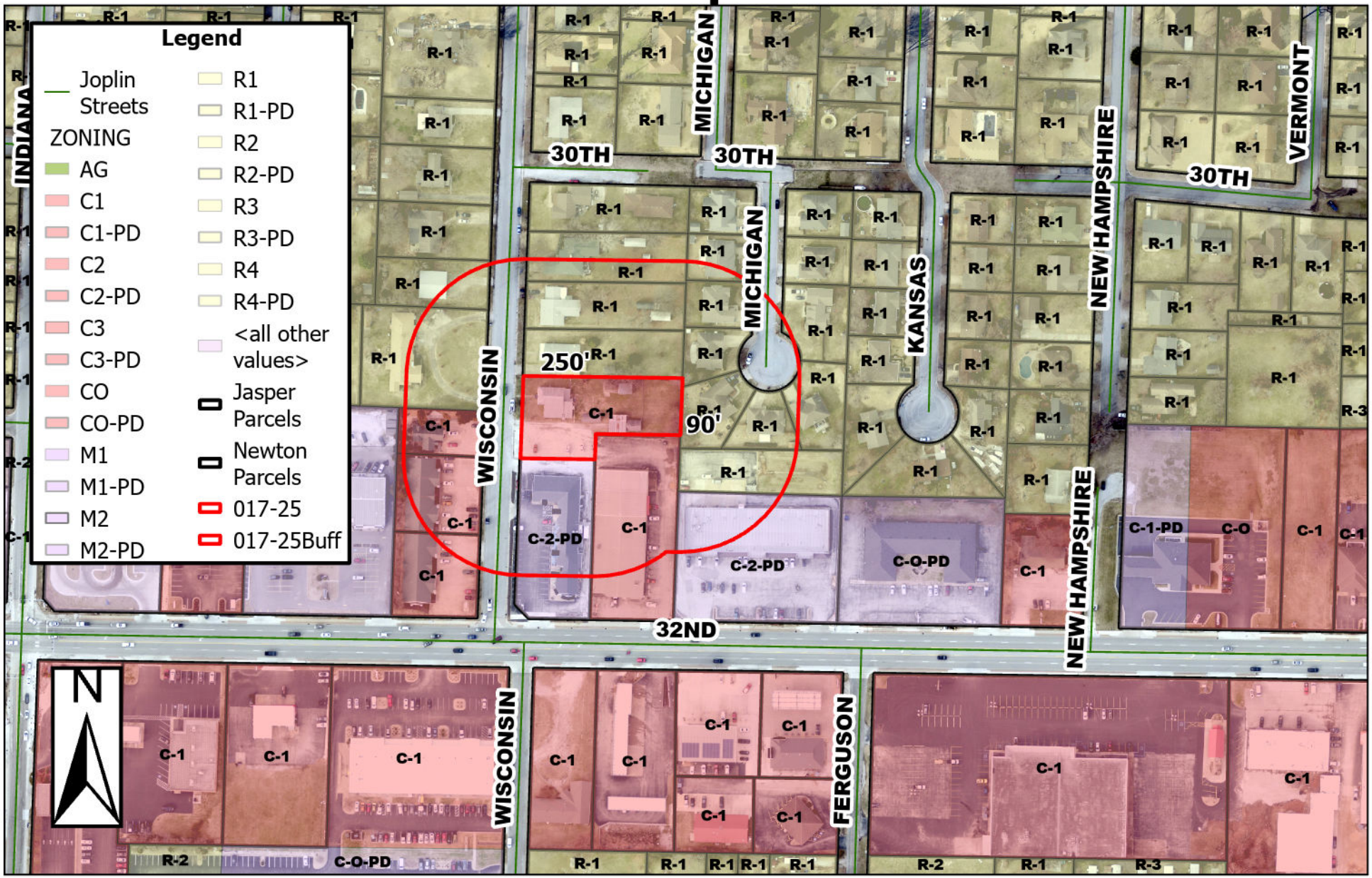
WHEREAS, the Trustee is authorized by the Trust to sell or otherwise dispose of Trust assets, including, but not limited to, real property.

NOW, THEREFORE, First Party, for and in valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the above described power and obligation to convey, does by these presents hereby GRANT, BARGAIN, SELL AND CONVEY unto Second Party, its successors, heirs and assigns, all of its interest in and to the following described tract of land, situate in Jasper County, Missouri, to-wit:

ALL OF LOT NUMBERED SEVEN (7) EXCEPT THE SOUTH 20 FEET OF THE WEST 120 FEET AND EXCEPT THE EAST 134 FEET OF THE SOUTH 60 FEET, AND ALL OF LOT NUMBERED EIGHT (8) IN BARBEE'S GARDEN ACRES, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities to the same belonging unto the above Second Party and its successors, heirs and assigns FOREVER; the First Party as Trustee aforesaid, hereby covenanting on behalf of the Trust estate that he as Trustee or his successors in trust will, out of the estate, warrant and defend the title to the premises to the extent herein conveyed to Second Party, its successors, heirs and assigns forever, against the lawful claims and demands of all persons whomsoever, except taxes for the year 2025 and thereafter, covenants, easements, restrictions and encumbrances of record.

Case 017-25: Special Use Permit



3105 S Wisconsin Ave – Special Use Permit – A request for a Special Use Permit to construct duplexes – SKS LLC

RESOLUTION NO. 2025-007

A RESOLUTION granting a Special Use Permit (1st Request) for duplexes, located at 3105 Wisconsin Ave, City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on June 2, 2025, in compliance with said request.

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

That a Special Use Permit be granted to SKS LLC for Duplexes to be constructed on property located in the City of Joplin, Missouri, on the following described real estate, to-wit:

ALL OF LOT NUMBERED SEVEN (7) EXCEPT THE SOUTH 20 FEET OF THE WEST 120 FEET AND EXCEPT THE EAST 134 FEET OF THE SOUTH 60 FEET, AND ALL OF LOT NUMBERED EIGHT (8) IN BARBEE'S GARDEN ACRES, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to SKS LLC to allow duplexes in a C-1 District.
2. The permit shall be permanent.
3. Shall provide off-street parking at the rate of two parking spaces/unit.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
5. Any other conditions set by the City Council of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
018-25 – Site Plan Review

MEETING DATE:
May 19, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 018-25: 1201 S Byers Ave – Site Plan Review – A request to review a site plan for a small-format home development – Vita Nova Village

BACKGROUND:

Vita Nova Village is proposing 16 "tiny homes" for supportive housing to residents of Joplin who are struggling to find housing. The design incorporates a walkable/community style of living. The drive serves as a common pedestrian route and a fire lane, but its primary function will be as a pedestrian walkway. There is an office/clubhouse located on site, which includes common living facilities such as laundry. There are communal outdoor gathering areas and storm shelters to service the residents, as required by Article 8 Development standards.
Bike parking is provided in excess of the minimum. Vehicle parking minimums are met with the on-street parking and bicycle credits applied to the site (Article 7). Article 8 does specify that parking is required with one space on each home site, however, the site plan review process can allow some amendments based on the specific scope of the use. Since most of the residents for this location will not be driving, minimal parking is ideal.
Article 8 also allows some variation on the density standards. The minimum project area is typically 3 acres and has a minimum frontage of 225 feet, 20 feet between each home site, and no more than 8 dwelling units per acre. However, exceptions are permitted when the plan demonstrates an exceptional community design and layout for the common areas in the community, and integration and relation of the project to surrounding areas. The site provides bike parking on each home site, along with communal bike parking at the office building. There are four storm shelters in accessible areas to each cluster of residents, exceeding the one shelter required.

Outdoor garden and gathering areas are provided to add to the community style of living.
The Building Department must be included in the discussion pertaining to future inspections occurring offsite for any construction of buildings, regardless of whether they are to be performed by a third party or by City inspectors. No dirt will be moved on site whatsoever prior to a land disturbance permit being issued. The construction of the homes will be required to be fire accessible, if the site improvements are completed last.
Due to constraints from the site, the City Stormwater Engineer, as the City Floodplain Manager, allowed for the easement width to be reduced from 15 feet to 12 feet, with a written request submitted by the applicant.

PLANNING & ZONING COMMISSION TESTIMONY:

The Commission asked if there were protest petitions. Mr. Bellairs responded that there were not. The Commission also inquired about the stormwater easement width reduction. Mr. Bellairs explained that the Stormwater Engineer could make the reduction, and Mr. Dunlap explained that the site was too tight for them to go with the 15-foot easement width.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Case 018-25
Planning & Zoning Commission recommends approving Case 018-25 (5 in Favor, 0 Opposed, 2 Absent)

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

Z&P Meeting: May 12, 2025
City Council Meeting: June 2, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Site Plan Review

CASE 018-25 A request to review the Site Plan for future development.

LOCATION 1201 S Byers Ave

APPLICANT Vita Nova Village

PRESENT ZONING MP (Small Format and Manufactured Home District)

PRESENT LAND USE Vacant

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Warehouse/Manufacturing	Warehouse	Building Supply Store/Warehousing	Vacant

SUBDIVISION/TRACT

This property is a Miscellaneous Tract.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Byers Ave	Local	60′

UTILITIES

Utilities are in place and service the existing site.

FLOOD PLAIN

This property is not within the flood plain.

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

No, the proposed use will not create an undue traffic hazard. The site will utilize the existing access from S Byers Ave. The site is not expected to generate much vehicular traffic.

DISCUSSION

Vita Nova Village is proposing 16 "tiny homes" for supportive housing to residents of Joplin who are struggling to find housing. The design incorporates a walkable/community style of living. The drive serves as a common pedestrian route and a fire lane, but its primary function will be as a pedestrian walkway. There is an office/clubhouse located on site, which includes common living facilities such as laundry. There are communal outdoor gathering areas and storm shelters to service the residents, as required by Article 8 Development standards.

Bike parking is provided in excess of the minimum. Vehicle parking minimums are met with the on-street parking and bicycle credits applied to the site (Article 7). Article 8 does specify that parking is required with one space on each home site, however, the site plan review process can allow some amendments based on the specific scope of the use. Since most of the residents for this location will not be driving, minimal parking is ideal.

Article 8 also allows some variation on the density standards. The minimum project area is typically 3 acres and has a minimum frontage of 225 feet, 20 feet between each home site, and no more than 8 dwelling units per acre. However, exceptions are permitted when the plan demonstrates an exceptional community design and layout for the common areas in the community, and integration and relation of the project to surrounding areas. The site provides bike parking on each home site, along with communal bike parking at the office building. There are four storm shelters in accessible areas to each cluster of residents, exceeding the one shelter required. Outdoor garden and gathering areas are provided to add to the community style of living.

The Building Department must be included in the discussion pertaining to future inspections occurring offsite for any construction of buildings, regardless of whether they are to be performed by a third party or by City inspectors. No dirt will be moved on site whatsoever prior to a land disturbance permit being issued. The construction of the homes will be required to be fire accessible, if the site improvements are completed last.

Staff recommends approval of Case 018-25.

ENCLOSURES

- Map of property
- Application
- Site Plan
- Supplemental Site Plan Review Materials

CASE 018-25: SITE PLAN REVIEW

Mr. Kimble asked if the representative for this case would step forward and state their name and address for the record.

Troy Dunlap of 1302 S Main Street, Joplin, Missouri represented this case on behalf of Vita Nova Village.

Mr. Dunlap stated that the Site Plan Review request is due to the zoning of the property.

Ms. Phillips asked Mr. Bellairs if there had been any petition protest received for this project. Mr. Bellairs stated there had not been.

Mr. Kimble asked the commission if they had any questions for the representative.

Mrs. Klue-Michael asked if the storm water pipe easements were usually reduced to 12 feet from 15 feet, or if that was just in tiny-home projects. Mr. Bellairs stated that this is not the norm for this type of development, as this is the first project of this kind, or Tiny Home Community in Joplin, but that the stormwater engineer has the discretion to alter the easement width from 15 feet to 12 feet. Mr. Bellairs stated he was unsure of the exact reasoning behind the request, but asked Mr. Dunlap to elaborate on his conversations with the City stormwater engineer. Mr. Dunlap stated that after speaking with the stormwater engineer, he approved 12 feet instead of 15 feet, due to the spacing of the property. Mr. Dunlap stated that with the lots being narrow, they would have lost space to build 2 homes.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

MS. WARREN MADE A MOTION TO APPROVE CASE 018-25. THIS MOTION WAS SECONDED BY MR. SPRUCE. MOTION CARRIED. (5 IN FAVOR, 0 IN OPPOSITION, 2 ABSENT)

Site Plan Review Application

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

Office Use Only

Case No.: 018-25
Filing Fee: $600.00
Received: 4/4/25
Advertised:
Proj. No.: 25-036

Applicant: Troy Dunlap Phone No.: 417-631-9165

Address: 1302 S Main St, Joplin, MO 64801 Email: troy@vitanovavillage.org

Owner: Vita Nova Village (Rhonda Thompson E.D.) Phone No.: 417-622-2850

Address: 315 Pearl Ave, Joplin, MO 64801 Email: rhonda@vitanovavillage.org

Location of Property: 1201 Byers Ave

Present Use of Property: Vacant Zoning: M-2 to MP

Design Professional who Prepared the Plans: Troy Dunlap, Small Arrow Engineering

Phone No.: 417-624-2333 Email: tdunlap@smallarrow.com

Total Acres: 1.60 Acres

Instructions:
The following checklist is to be completed by the applicant/developer and shall accompany the Site Plan when it is submitted to the Planning and Zoning Commission. The Site Plan shall include the following data, details, and supporting information which are found to be relevant to the proposal. All site plans shall be prepared by an architect or landscape architect registered in the State of Missouri, or by a professional engineer licensed in the State of Missouri. The number of pages submitted will depend on the proposal's size and complexity.

To be shown on or submitted with the plans:

Yes	No	
☒	☐	Name of the project, address, boundaries, date, north arrow, and scale of the plan

☒	☐	Name and address of the owner of record, developer, and seal of the engineer, architect, or landscape architect
☒	☐	Name and address of all owners of record of abutting parcels
☒	☐	All existing lot lines, easements, and rights-of-way. Include area in acres or square feet, abutting land uses and structures
☒	☐	Layout of any existing structures, streets, civic spaces or infrastructure and the location of natural features such as watercourses, steep grades, significant stands of trees, specimen trees or other significant or sensitive features. For developments in the "C-2" Central Business District, indicate design details to make new construction compatible with existing structures
☒	☐	The location of all present and proposed public and private ways, parking areas, driveways, sidewalks, ramps, curbs, and fences. Location type and screening details for all waste disposal containers shall also be shown
☐	☒	The Planner may require location, height, intensity, and bulb type (e.g., fluorescent, LED) of all external lighting fixtures, and the direction of illumination and methods to eliminate glare onto adjoining properties
☒	☐	The location, height, size, materials, and design of all proposed signage
☒	☐	A landscape plan showing all existing open space, trees forest cover and water sources, and all proposed changes to these features including the size and type of plant material. Water sources will include ponds, lakes, brooks, streams, wetlands, flood plains, and drainage retention areas
☒	☐	A landscape maintenance schedule detailing watering, pruning, and replacement of dead plant material.
☒	☐	The location of all existing and proposed utility systems including sewer lines, sewer lateral lines, and manholes; water lines and fire hydrants; telephone, cable, internet, and electrical systems; and storm drainage system including existing and proposed drain lines, culverts, catch basins, headwalls, endwalls, hydrants, manholes, and drainage swales
☒	☐	Plans to prevent the pollution of surface or groundwater, the erosion of soil both during and after construction, excessive run-off, excessive raising or lowering of the water table, and flooding of other properties, as applicable
☒	☐	Existing and proposed topography shown at not more than two-foot contour intervals. All elevation shall refer to United States Geodetic Survey (U.S.G.S.) datum. If any portion of the parcel is within the 100-year flood plain, the area shall be shown, with base flood elevations; and the developer shall present plans for meeting Federal Emergency Management Agency (F.E.M.A.) requirements.

☒	☐	Zoning district boundaries adjacent to the site's perimeter shall be drawn and identified on the plan
☒	☐	Traffic flow patterns within the site, entrances and exits, loading and unloading areas, curb cuts on the site and within 100 feet of the site. The City Engineer may require a detailed traffic study for mixed use and multi-tenant developments, or for developments in heavy traffic areas to include the projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels; the projected traffic flow pattern including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and the impact of this traffic upon existing abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.
☐	☒	For new construction or alterations to any existing structure, a table containing the following information must be included. Area of structure to be used for a particular use, such as retail operation, office, storage, etc.; maximum number of employees; maximum seating capacity, where applicable; number of parking spaces existing and required for the intended use; a landscape plan for improving large areas of paved parking with appropriate landscaping may be required.
☒	☐	Summary of the type, extent and outcomes from any public engagement or neighborhood meetings.
☒	☐	Strategy indicating the estimated timing of development, and any other administrative details of implementing the plan through future final plats and site plans.
☒	☐	Elevations or plans of buildings, streetscapes, and public spaces or other urban design and architectural details

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

Yes	No	
☒	☐	Were ~~20~~ 10 copies of the required plans submitted? **Only 11x17 is permitted**.
☒	☐	Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?
☒	☐	Was the site plan review fee of $_____ paid?

Site plans that do not meet minimum requirements will not be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: Troy Dunlap **Date:** 4/4/2025

Vita Nova Village

Site Plan Review

Summary of Public Engagement / Meetings & Strategy of Construction Implementation

April 4, 2025

Summary of Public Engagement / Meetings

Early in the process of acquiring the property, Vita Nova Village reached out to adjacent property owners. They were notified either by an in-person visit or a letter describing who we were and what we planned to do.

Feedback: No Negative Feedback was received.

Planning & Zoning Public Hearing

The Planning and Zoning board met with public hearing on March 10, 2025.

Feedback: Two residents outside the 185-foot notification perimeter spoke against the rezoning.

One business owner spoke neither against nor in favor. They wanted to know about the future outcome of the zoning change whether the zoning change would still be maintained as MP if Vita Nova Village did not complete the project.

Strategy of Construction Implementation

A couple of local grants and a partnership between Vita Nova Village and Sherri Rheums, Workforce Development is driving the urgency of construction to meet funding guidelines and deadlines. Workforce Development was awarded a Youth Build Grant that will allow the construction of three tiny homes on the Vita Nova Village Byers property. The project will allow youth ages 16-25 to work with trade experts to learn plumbing, electrical, and construction trades. The first session of the three workforce groups is set to begin in May 2025. Due to timing of the Rezoning process and Site Plan Review process, formal construction will begin upon approval of the Planning and Zoning Board and the City Council.

Step 1 - Construct First Home

Vita Nova Village plans to begin clearing and grading of the site mid-April. Vita Nova Village will have acquired proper Land Disturbance Permits before breaking ground. Vita Nova Village requests that a portion of the land least impacted by site development requirements (street, utilities, storm water detention, etc) be allowed to immediately begin construction of the first home on the site. VNV would still obtain the required permits and follow all building reviews and approvals. This step would allow us to utilize and take full advantage of funding and partnering relationships that are already in place. This portion of the build would entail the utility rough-ins and stub-outs for the home, the pouring of the concrete floor, followed by the construction of the home. These tasks could be accomplished while all final approvals are finalized. Of course, no occupancy would be allowed until the full infrastructure has been constructed and approved by the City's building department.

Step 2 - Construct Infrastructure

The next step in the project would be to complete the installation of storm water piping, water piping, a new fire hydrant, sanitary sewer piping, electrical conduits and communication conduits. This step would be followed by the construction of the street, parking, and sidewalk infrastructure. The final site infrastructure item would be the construction of the Perimeter Fence and Gates.

Step 3 – Construct Remaining Homes

The intent would be to construct the remaining homes in steps beginning with the western-most homes on the north side of the street and working down the line to the east with construction on the homes on the south side of the street after that.

Step 4 – Construct Office / Laundry / Multi-Use Space

This step may follow the construction of the home, or it may begin simultaneously with the construction of the homes. Funding has not been secured yet for the office/laundry building.

Vita Nova Village

Site Plan Review

Summary of Public Engagement / Meetings & Strategy of Construction Implementation

April 16, 2025

Summary of Public Engagement / Meetings

Early in the process of acquiring the property, Vita Nova Village reached out to adjacent property owners. They were notified either by an in-person visit or a letter describing who we were and what we planned to do.

Feedback: No Negative Feedback was received.

Planning & Zoning Public Hearing

The Planning and Zoning board met with public hearing on March 10, 2025.

Feedback: Two residents outside the 185-foot notification perimeter spoke against the rezoning.

One business owner spoke neither against nor in favor. They wanted to know about the future outcome of the zoning change whether the zoning change would still be maintained as MP if Vita Nova Village did not complete the project.

Strategy of Construction Implementation

A couple of local grants and a partnership between Vita Nova Village and Sherri Rheums, Executive Director for Workforce Development is driving the urgency of construction to meet funding guidelines and deadlines. Workforce Development was awarded a Youth Build Grant that will allow the construction of three tiny homes on the Vita Nova Village property at 1201 Byers Avenue. The project will allow youth ages 16-25 to work with trade experts to learn plumbing, electrical, and construction trades. The first session of the three workforce groups is set to begin in May 2025. Due to timing of the Rezoning process and Site Plan Review process, site clearing and grading may happen pre-approval, but infrastructure and home construction will begin upon approval from the Planning and Zoning Board and the City Council, which are expected on May 12th and May 19th respectively.

Step 1 – Clearing, Grading, Water Detention Basin

Vita Nova Village will have acquired proper Land Disturbance Permits before breaking ground. Vita Nova Village plans to begin site clearing and grading mid-April. This step includes excavation and grading of the Water Quality and Detention Basin and laying the outlet pipe from the basin to the discharge point in Joplin Creek West.

Step 2 - Construct Infrastructure

The next step in the project would be to complete the installation of water piping, a new fire hydrant, sanitary sewer piping, electrical conduits and communication conduits. This step would be followed by the construction of the street, parking, and sidewalk infrastructure. Note: Driveway paving may be delayed until the first home is approaching completion, but a gravel base suitable for fire truck access will be provided before construction of the homes begins.

Step 3 – Construct First Phase of Homes

Vita Nova Village (VNV) will be coordinating with Workforce Development for the construction of the first three homes on site. As funding and donations of materials and labor are coordinated, additional homes will be constructed. In general, phase 1 construction will start on the northern side at the east end and proceed to the west.

Step 4 – Construct Phase 2 and 3 of Homes

Phase 2 and Phase 3 construction of homes will vary depending on Joplin Creek West improvements. The existing retaining walls in the creek need to be replaced. When the new walls are in place, construction of the homes adjacent to the creek may begin.

Step 4 – Construct Office / Laundry / Multi-Use Space

This step may follow the construction of the home, or it may begin simultaneously with the construction of the homes. Funding has not been secured yet for the office/laundry building.

Step 5 – Perimeter Fencing, Gates, and Landscaping

The final items to complete on the site would be the construction of the Perimeter Fence and Gates and completing any landscaping that has not already been completed.

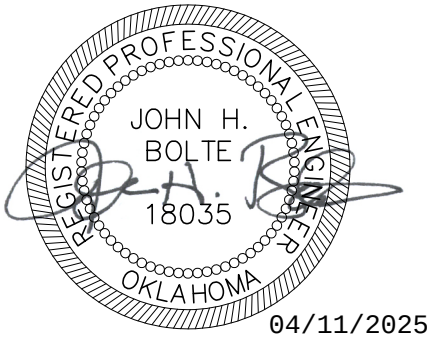
STORMWATER REPORT

For

Vita Nova Village
4301 S. Rangeline Rd.
Joplin, MO

Prepared For
City of Joplin

April 2025



SMALL ARROW
ENGINEERING, LLC

1302 SOUTH MAIN STREET
P.O. BOX 1538
JOPLIN, MO 64802
PHONE: (417) 624-2333 FAX: (417) 624-2441
www.small-arrow.com

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APPENDICES

A. Site Maps

B. HSG Soil Maps

C. Pre- and Post-Development Drainage Maps

D. Time of Concentration Calculations

E. Water Quality Calculations

F. Hydraflow Report

G. Drainage Plan

Introduction & Project Background

Small Arrow Engineering (SAE) was hired by Vita Nova Village to prepare a hydraulic and hydrologic analysis of a proposed tiny home community. The site is located at 1201 Byers Avenue in Joplin, MO. The purpose of this study is to demonstrate that the proposed development is in compliance with the City of Joplin Stormwater Management Criteria and will not have adverse effects downstream. Aerial and topographic maps of the site can be found in Appendix A.

Site Description

Per Section 10.2 of the City of Joplin Stormwater Management Criteria Manual, the "Pre-Development Conditions" used in the hydrologic analysis of the site refers to completely undeveloped conditions. The exact date of development on this site is unknown, but a review of historic aerials revealed that the area has been developed since at least prior to 1959. Earlier historic aerials were unavailable, so it is assumed that the "undeveloped" conditions for this site are open space in good condition that primarily drains northeast to Joplin Creek West. No sinkholes or karst topography are known to be present at this site. A soil survey of the site was conducted using the USDA Web Soil Survey tool, and the soil was found to be predominantly HSG Type C. The soil study was conducted using NRCS resources and is included in Appendix B of this report.

Pre-Development Conditions

Since the exact topography of the site in pre-development conditions is limited to information from large-scale USGS historic topography maps, this analysis will be conducted using current topographic conditions as of a survey conducted in January 2025. The existing topography of the site is divided into two main drainage areas. Pre-Development Drainage Area 1 (Pre-DA 1) has been further divided into three subbasins. Pre-DA 1A consists of 1.60 acres of HSG C Open Space with a curve number of 74. Runoff drains northeast into Joplin Creek West.

Table 1.1: Pre-DA 1A Land Uses

Land Use	Area (ac)	CN
HSG C Open Space	1.60	74
Total	**1.60**	**74**

Pre-DA 1B represents offsite drainage north of the proposed development and consists of 0.01 acres of HSG C Open Space with a curve number of 74. Runoff drains southeast into Joplin Creek West.

Table 1.2: Pre-DA 1B Land Uses

Land Use	Area (ac)	CN
HSG C Open Space	0.01	74
Total	**0.01**	**74**

Pre-DA 1C represents offsite drainage south of the proposed development and consists of 0.42 acres of HSG C Open Space with a curve number of 74. Runoff drains northeast into Joplin Creek West.

Table 1.3: Pre-DA 1C Land Uses

Land Use	Area (ac)	CN
HSG C Open Space	0.42	74
Total	**0.42**	**74**

Pre-Development Drainage Area 2 (Pre-DA 2) consists of 0.01 acres of HSG C Open Space with a curve number of 74. Runoff drains to the northwest.

Table 1.4: Pre-DA 2 Land Uses

Land Use	Area (ac)	CN
HSG D Woods	0.01	74
Total	**0.01**	**74**

All three subbasins of Pre-DA 1 drain directly to Joplin Creek West. Pre-DA 2 drains to an existing stormwater curb inlet along Byers Avenue. These are considered the final pre-development outfalls for the site. The Pre-Development Drainage Area Map can be found in Appendix C.

Table 1.5: Pre-Development Drainage Summary

Drainage Area	Land Use	Area (ac)	CN	Tc (min)
Pre-DA 1A	Open Space	1.60	74	13.90
Pre-DA 1B	Open Space	0.01	74	5.00
Pre-DA 1C	Open Space	0.42	74	6.20
Pre-DA 2	Open Space	0.01	74	5.00

Post-Development Conditions

The proposed site is split into two main drainage areas. Post-Development Drainage Area 1 (Post-DA 1) has been further divided into four subbasins. Post-DA 1A consists of HSG C Open Space, HSG C Gravel, and Impervious Area. The total area is 0.50 acres, and the cumulative curve number is 84. Runoff drains northeast into Joplin Creek West.

Table 2.1: Post-DA 1A Land Uses

Land Use	Area (ac)	CN
HSG C Open Space	0.28	74
HSG C Gravel	0.04	89
Impervious	0.17	98
Total	**0.50**	**84**

Post-DA 1B represents offsite drainage north of the proposed development and consists of 0.01 acres of HSG C Open Space with a curve number of 74. Runoff drains southeast into Joplin Creek West.

Table 2.2: Post-DA 1B Land Uses

Land Use	Area (ac)	CN
HSG C Open Space	0.01	74
Total	**0.01**	**74**

Post-DA 1C consists of HSG C Open Space and Impervious Area. The total area is 1.09 acres, and the cumulative curve number is 85. Runoff drains southeast into the proposed detention pond.

Table 2.3: Post-DA 1C Land Uses

Land Use	Area (ac)	CN
HSG C Open Space	0.60	74
Impervious	0.49	98
Total	**1.09**	**85**

Post-DA 1D represents offsite drainage south of the proposed development and consists of HSG C Open Space, HSG C Gravel, and Impervious Area. The total area is 0.42 acres, and the cumulative curve number is 82. Runoff drains northeast into the proposed detention pond.

Table 2.4: Post-DA 1D Land Uses

Land Use	Area (ac)	CN
HSG C Open Space	0.23	74
HSG C Gravel	0.12	89
Impervious	0.07	98
Total	**0.42**	**82**

Post-Development Drainage Area 2 (Post-DA 2) consists of 0.02 acres of HSG C Open Space with a curve number of 74. Runoff drains to the northwest.

Table 2.5: Post-DA 2 Land Uses

Land Use	Area (ac)	CN
HSG C Open Space	0.02	74
Total	**0.02**	**74**

All four subbasins of Post-DA 1 eventually drain to Joplin Creek West, with Post-DA 1A and 1B draining directly to the creek and Post-DA 1C and 1D draining to the creek after being temporarily detained. Post-DA 2 drains to an existing stormwater curb inlet along Byers Avenue. These are considered the final post-development outfalls for the site. The Post-Development Drainage Area Map can be found in Appendix C.

Table 2.6: Post-Development Drainage Summary

Drainage Area	Land Use	Area (ac)	CN	Tc (min)
Post-DA 1A	Open Space, Gravel, Impervious Area	0.50	84	5.00
Post-DA 1B	Open Space	0.01	74	5.00
Post-DA 1C	Open Space, Impervious Area	1.09	85	7.30
Post-DA 1D	Open Space, Gravel, Impervious Area	0.42	82	5.00
Post-DA 2	Open Space	0.02	74	5.00

Analysis

Computerized modelling using AutoCAD's Hydraflow Extension was performed to determine peak discharges for each drainage area. Precipitation data from Table A in the City of Joplin Stormwater Management Criteria Manual was used for this analysis, and the time of concentration of each drainage area was calculated using the TR-55 method.

Critical Storm Determination

The Huff Distribution Method was used in this model, and a Critical Storm Analysis was conducted to determine the correct storm duration:

Pre-Development Critical Storm Analysis

Table 3.1: Pre-Development DA 1 Critical Storm Analysis

Storm Duration	Storm Event		
	2-Year	10-Year	100-Year
1-Hr	0.838	2.752	5.819
2-Hr	0.804	2.387	4.958
3-Hr	0.825	2.071	3.961
6-Hr	0.602	1.299	2.840
12-Hr	0.568	1.207	2.382
24-Hr	0.525	0.995	1.719

Table 3.2: Pre-Development DA 2 Critical Storm Analysis

Storm Duration	Storm Event		
	2-Year	10-Year	100-Year
1-Hr	0.005	0.016	0.034
2-Hr	0.004	0.013	0.025
3-Hr	0.004	0.011	0.021
6-Hr	0.003	0.007	0.017
12-Hr	0.003	0.006	0.012
24-Hr	0.003	0.005	0.009

Post-Development Critical Storm Analysis

Table 4.1: Post-Development DA 1A & 1B Critical Storm Analysis

Storm Duration	Storm Event		
	2-Year	10-Year	100-Year
1-Hr	0.615	1.513	2.781
2-Hr	0.476	1.078	2.206
3-Hr	0.417	0.983	1.894
6-Hr	0.305	0.671	1.310
12-Hr	0.226	0.413	0.745
24-Hr	0.181	0.306	0.490

Table 4.2: Post-Development DA 1C & 1D Critical Storm Analysis

Storm Duration	Storm Event		
	2-Year	10-Year	100-Year
1-Hr	1.780	4.364	7.954
2-Hr	1.378	3.094	6.183
3-Hr	1.205	2.793	5.352
6-Hr	0.880	1.920	3.730
12-Hr	0.648	1.184	2.126
24-Hr	0.519	0.873	1.396

Table 4.3: Post-Development DA 2 Critical Storm Analysis

Storm Duration	Storm Event		
	2-Year	10-Year	100-Year
1-Hr	0.009	0.033	0.069
2-Hr	0.009	0.026	0.051
3-Hr	0.009	0.021	0.043
6-Hr	0.006	0.013	0.033
12-Hr	0.006	0.012	0.024
24-Hr	0.005	0.010	0.017

The critical storm for all scenarios was the 1-hr storm. The following rainfall data from the City of Joplin Drainage Criteria Manual was used in the model:

Table 5: Huff 1st Quartile, 1-hr Storm Precipitation Data

Return Period	Depth (in)
2-Year	1.80
10-Year	2.87
100-Year	4.10

Time of Concentration Calculations

The time of concentration for each scenario was determined using the TR-55 Method. The sheet flow, shallow concentrated flow, and channel flow were calculated for each drainage area and summed for a total time of concentration. A time of concentration of 5.0 minutes was used for drainage areas with a calculated time of concentration less than 5.0 minutes. Detailed calculations for the time of concentration can be found in Appendix D.

Detention Pond and Water Quality Calculations

The detention pond and outlet structure were designed to reduce Post-Development flows to match Pre-Development Conditions and to treat runoff based on City of Joplin's water quality requirements. Two methods were evaluated to determine the water quality volume per Section 13.4a of the City of Joplin Stormwater Management Criteria Manual. Method 1 evaluated the first 0.5" of runoff from the directly connected impervious area in the development and produced a volume of 1,281 cubic feet. Method 2 evaluated the runoff resulting from the total rainfall depth of 1" in 24 hours over the entire development. This method was calculated using Hydraflow and produced a volume of 887 cubic feet. Since Method 1 produced a greater volume for the site, a WQCV of 1,281 cubic feet was used.

At an elevation of 1010.90', 116% of the water quality volume is stored in the detention pond, and the water quality orifice was designed to release this volume over 47 hours.

In addition to the extended dry detention basin, a vegetative filter strip was designed to treat the impervious area in Post-DA 1A that will be discharging directly to Joplin Creek West without being routed to the proposed pond. This area consists of the roofs of the tiny homes to the north of the drive aisle, four storm shelters, and a portion of the proposed pavement. The rational method was used to analyze the runoff draining to the proposed vegetative filter strip, and a peak flow of 0.85 cfs was calculated for the 2-year storm. The Unit Hydraulic Loading was determined to be 0.002 cfs/ft based on the length of the filter strip, which is less than the 0.05 cfs/ft limit outlined in Section 13.4c of the Joplin Stormwater Management Criteria Manual. The strip was designed to extend from the back of the upstream impervious area to the retaining wall of the existing channel or to the northern property boundary. It has a minimum width of 6.5', which is greater than 20% of the width of the runoff from the tiny home roofs and storm shelters. The maximum width of the pavement parallel to the flow of runoff is 35.3', and the vegetative filter strip adjacent to the pavement has a minimum width of 10', or 28% of the width of the runoff.

Detailed water quality calculations can be found in Appendix E. Stage-storage data and outlet/weir information were entered into Hydraflow to determine routing and storage of the proposed detention pond. The full Hydraflow report can be found in Appendix F.

Results

Table 6: Detention Pond Stage-Storage Data

Stage (FT)	Elevation (FT)	Contour Area (SF)	Incremental Storage (CF)	Total Storage (CF)
0.00	1009.81	0	0.0	0.0
0.19	1010.00	503	31.9	31.9
1.19	1011.00	3,096	1,616	1,648
2.19	1012.00	4,135	3,603	5,251
3.19	1013.00	5,360	4,734	9,984
3.69	1013.50	6,577	2,979	12,963

Table 7: Detention Pond Storage & Discharge Summary

Return Period	Maximum Water Elevation (FT)	Freeboard (FT)	Flow Into Pond (CFS)	Flow Out of Pond (CFS)
2-Year	1011.27	2.23	1.78	0.40
10-Year	1011.78	1.72	4.36	1.39
100-Year	1012.36	1.14	7.95	2.95

Table 8.1: Pre-Development Peak Flow Summary

Return Period	Pre-DA 1 Peak Flow (cfs)	Pre-DA 2 Peak Flow (cfs)
2-Year	0.84	0.01
10-Year	2.75	0.02
100-Year	5.82	0.03

Table 8.2: Post-Development Peak Flow Summary

Return Period	Post-DA 1 Peak Flow (cfs)	Post-DA 2 Peak Flow (cfs)
2-Year	0.63	0.01
10-Year	2.05	0.03
100-Year	4.22	0.07

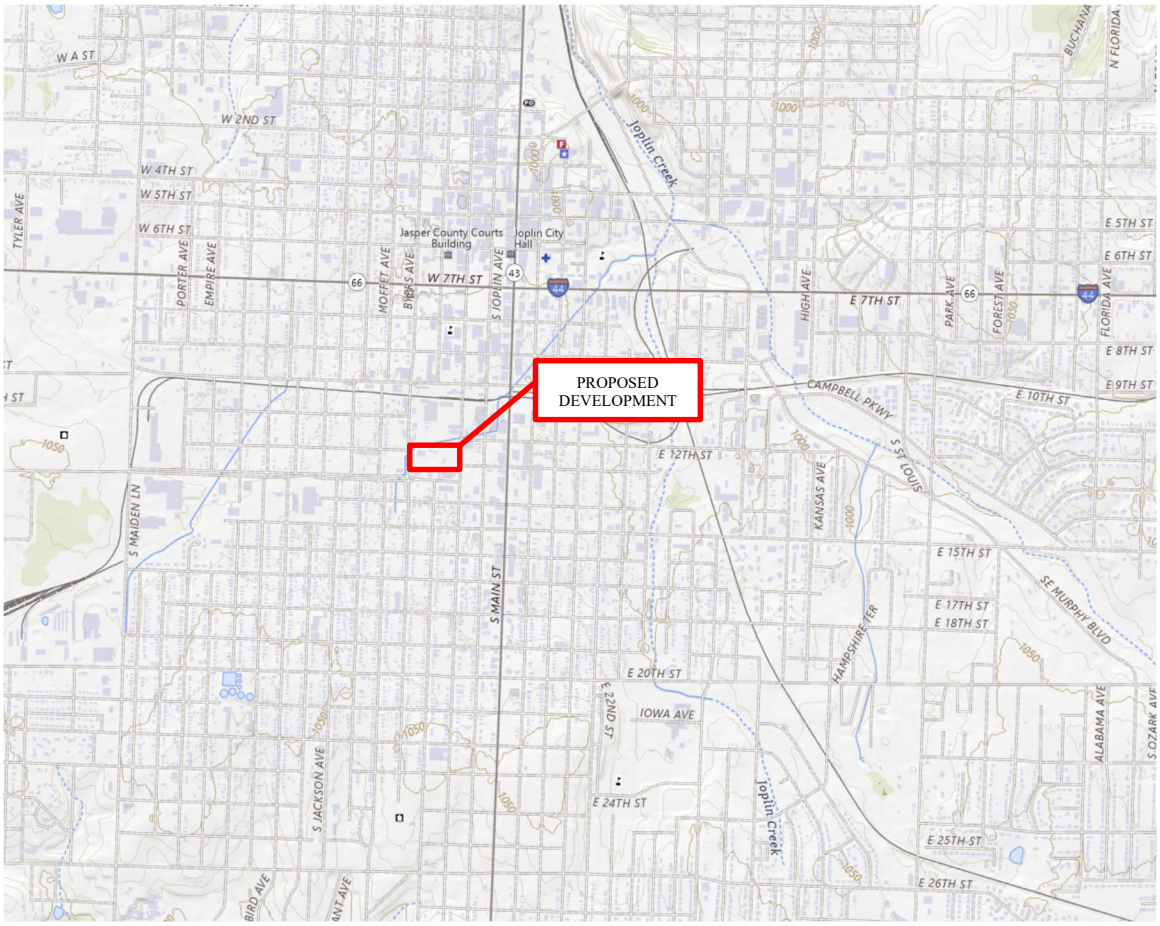
Summary

The results of the model show that peak flows for DA 1 draining to Joplin Creek West will decrease for the 2-year, 10-year, and 100-year storms. The flow rates for DA 2 will stay the same for the 2-year storm but increase slightly for the 10-year and 100-year storms. However, the increase is insignificant and will not result in negative impacts downstream. The detention pond was designed for both water quality and flood control and adequately reduces peak flows while maintaining a minimum of approximately 1.14 feet of freeboard to the top of pond, 1.72 feet to the lowest point of the pavement, and 2.47 feet to the lowest finish floor elevation of the tiny homes. Overall, the proposed development is not expected to have any adverse effects on downstream properties.

APPENDIX A

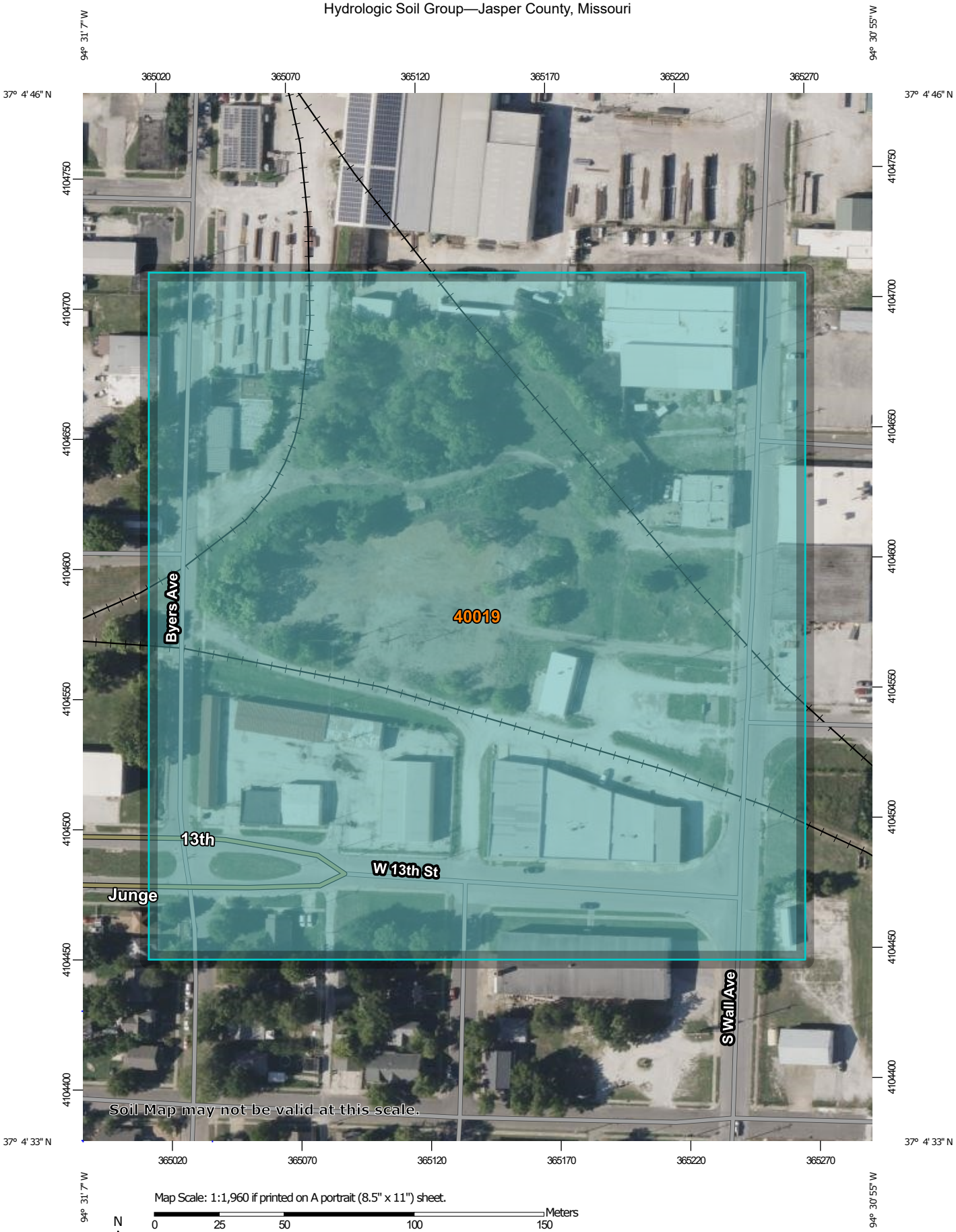
Site Maps




PROPOSED DEVELOPMENT
W A ST
W 2ND ST
W 4TH ST
W 5TH ST
W 6TH ST
TYLER AVE
PORTER AVE
EMPIRE AVE
MOFFET AVE
BIRD'S AVE
S JOPLIN AVE
Jasper County Courts Building
Joplin City Hall
W 7TH ST
Joplin Creek
HIGH AVE
E 7TH ST
PARK AVE
FOREST AVE
FLORIDA AVE
E 5TH ST
E 6TH ST
E 8TH ST
E 9TH ST
E 10TH ST
CAMPBELL PKWY
S ST LOUIS
E 12TH ST
KANSAS AVE
E 15TH ST
E 17TH ST
E 18TH ST
SE MURPHY BLVD
HAMPSHIRE TER
S MAIDEN LN
S MAIN ST
E 20TH ST
E 22ND ST
IOWA AVE
E 24TH ST
S JACKSON AVE
ALABAMA AVE
S OZARK AVE
E 25TH ST
E 26TH ST
BUCHANAN
N FLORIDA

APPENDIX B

HSG Soil Maps



Map Scale: 1:1,960 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 25 50 100 150

Feet: 0 50 100 200 300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 15N WGS84

MAP LEGEND

Area of Interest (AOI)

- Area of Interest (AOI)

Soils

Soil Rating Polygons

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Lines

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Soil Rating Points

- A
- A/D
- B
- B/D
- C
- C/D
- D
- Not rated or not available

Water Features

- Streams and Canals

Transportation

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background

- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Jasper County, Missouri
Survey Area Data: Version 28, Aug 19, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 20, 2022—Sep 1, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
40019	Newtonia-Eldorado silt loams, 1 to 3 percent slopes	C	16.6	100.0%
Totals for Area of Interest			**16.6**	**100.0%**

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

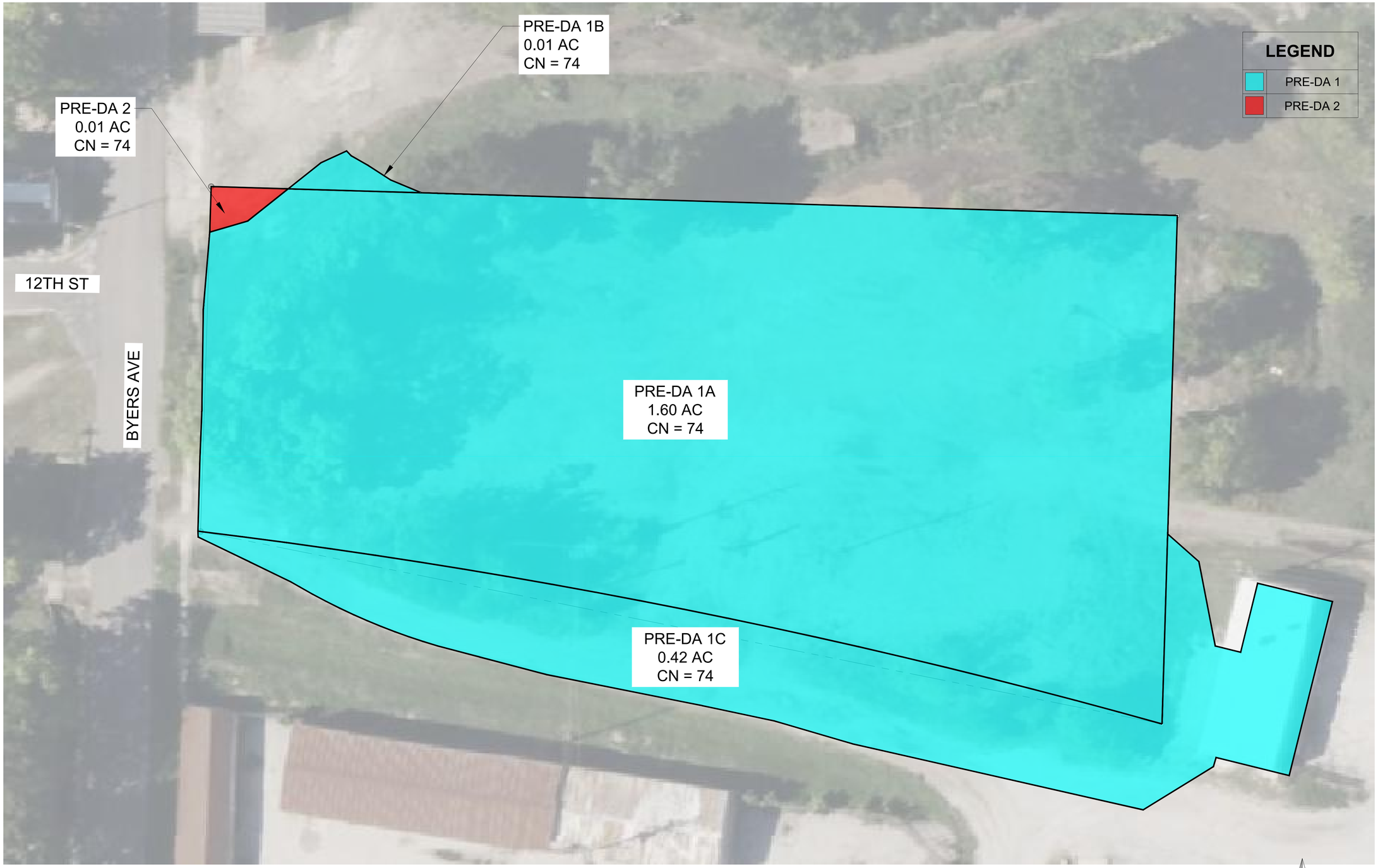
Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

APPENDIX C

Pre- and Post-Development Drainage Maps



PRE-DEVELOPMENT
DRAINAGE MAP

0 10 20 40
SCALE: 1" = 20'

SMALL ARROW ENGINEERING, LLC

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MISSOURI E-2010013647
KANSAS No. E-1930
OKLAHOMA No. 5937
ARKANSAS No. 2097

REVISIONS

NO.	DATE	DESCRIPTION

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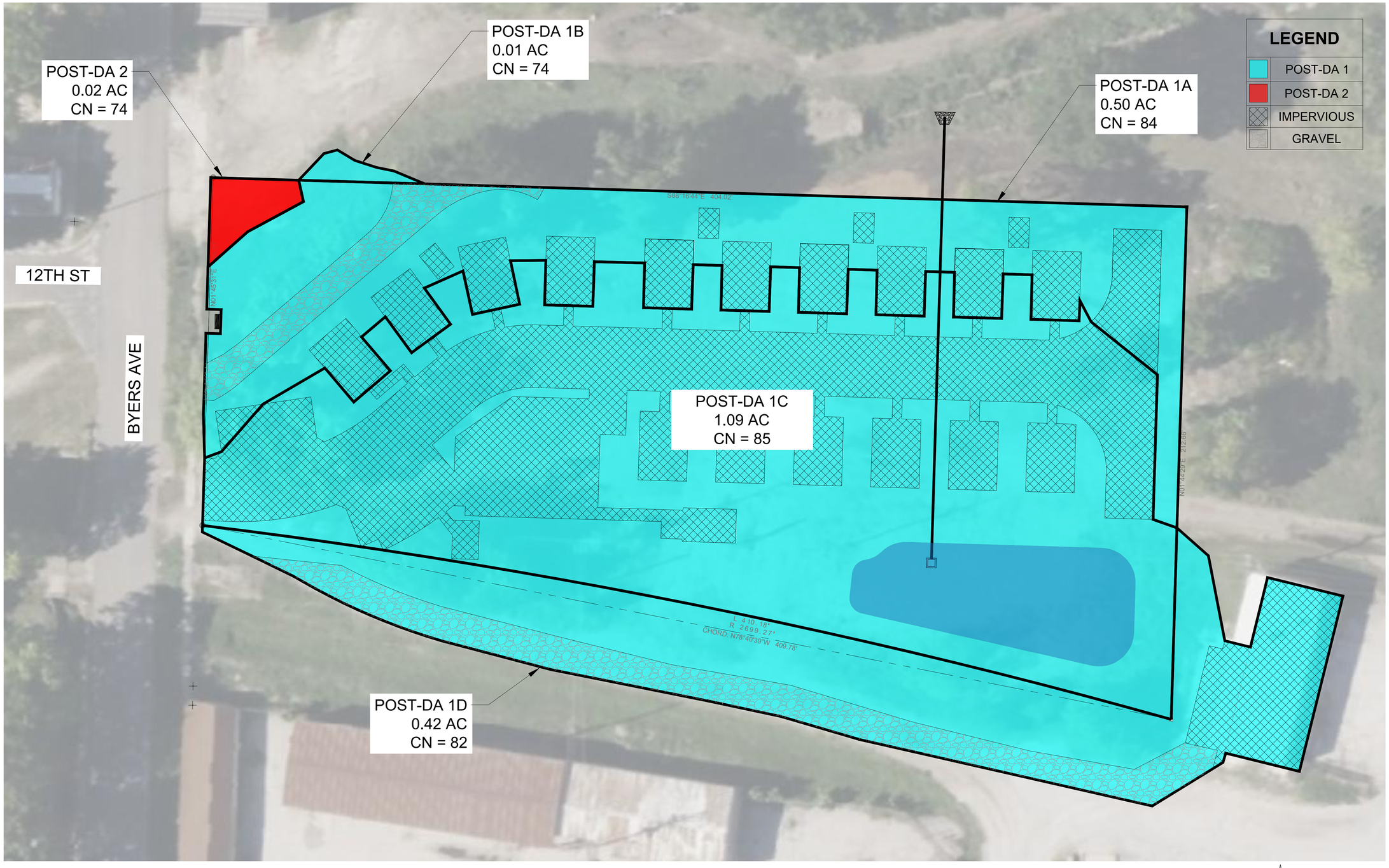
VITA NOVA VILLAGE
1201 BYERS AVENUE
JOPLIN, JASPER COUNTY, MISSOURI
PRE-DEVELOPMENT DRAINAGE MAP

NOT FOR CONSTRUCTION

JOHN H. BOLTE
PROFESSIONAL ENGINEER
MO LIC E22511 OK LIC 18035
KS LIC 14094 AR LIC 14310

SURVEY BY: MJ SURVEY
DRAWN: EMT CHKD: JHB
SCALE: 1"=20'
PROJECT #:
DWG:
DATE: 04/11/2025

PROJECT: VITA NOVA VILLAGE
SHEET DESC: EXHIBIT
SHEET: 1 OF: 1



POST-DEVELOPMENT
DRAINAGE MAP

0 10 20 40
SCALE: 1" = 20'

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VITA NOVA VILLAGE
1201 BYERS AVENUE
JOPLIN, JASPER COUNTY, MISSOURI
POST-DEVELOPMENT DRAINAGE MAP

JOHN H. BOLTE
PROFESSIONAL ENGINEER
MO LIC E22511 OK LIC 18035
KS LIC 14094 AR LIC 14310

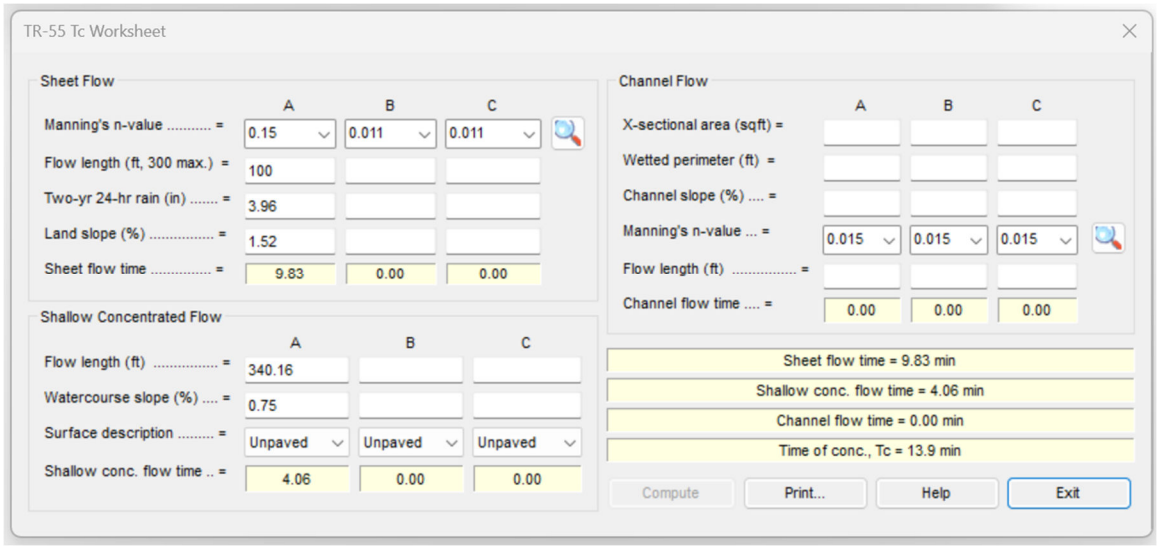
SURVEY BY: MJ SURVEY
DRAWN: EMT CHKD: JHB
SCALE: 1"=20'
PROJECT #:
DWG:
DATE: 04/11/2025

PROJECT: VITA NOVA VILLAGE
SHEET DESC: EXHIBIT
SHEET: 1 OF: 1

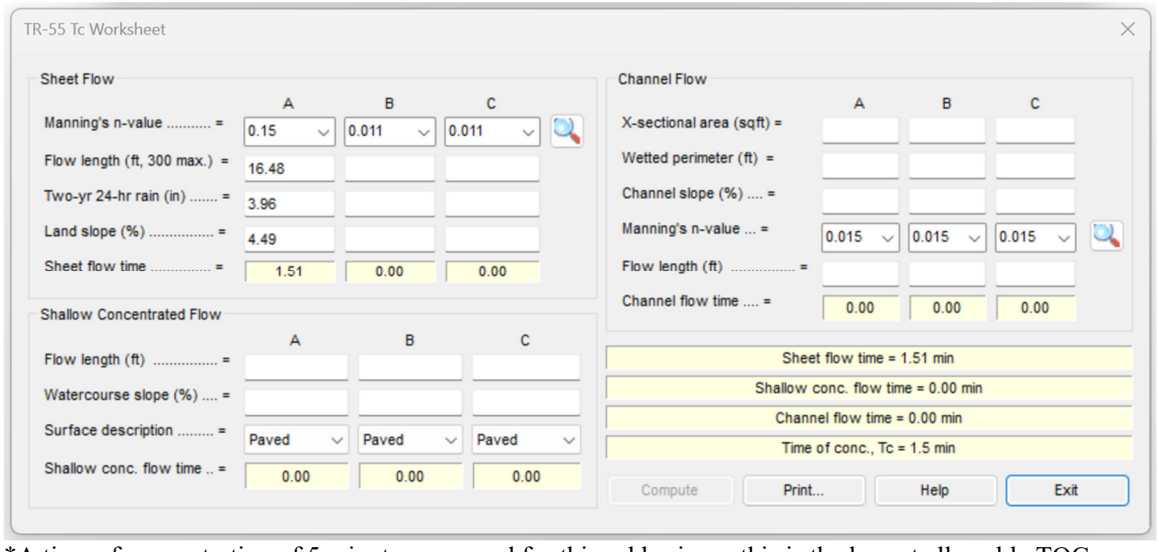
APPENDIX D

Time of Concentration Calculations

Pre-DA 1A

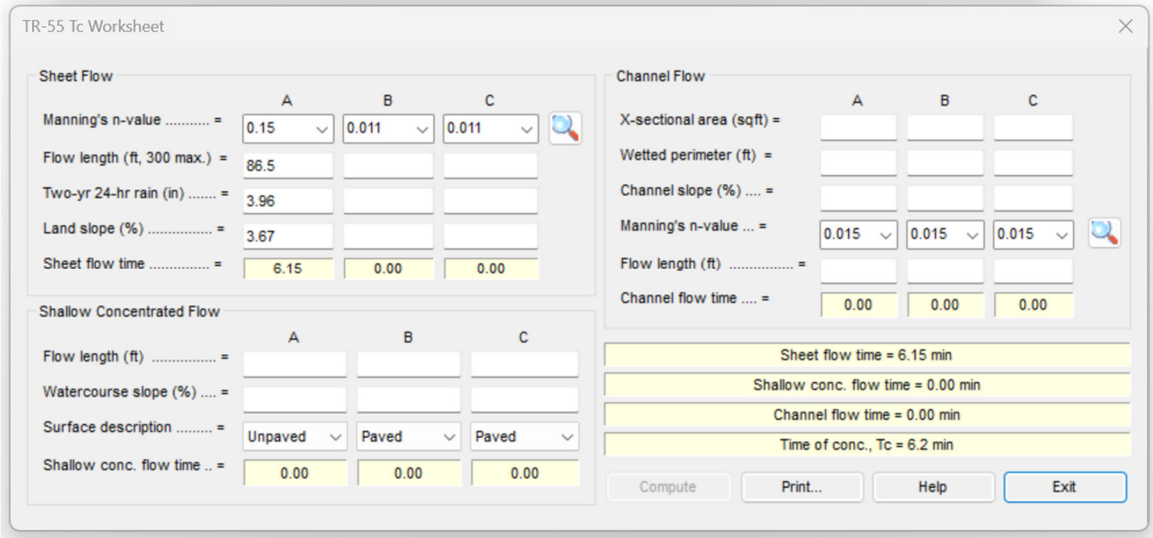


Pre-DA 1B

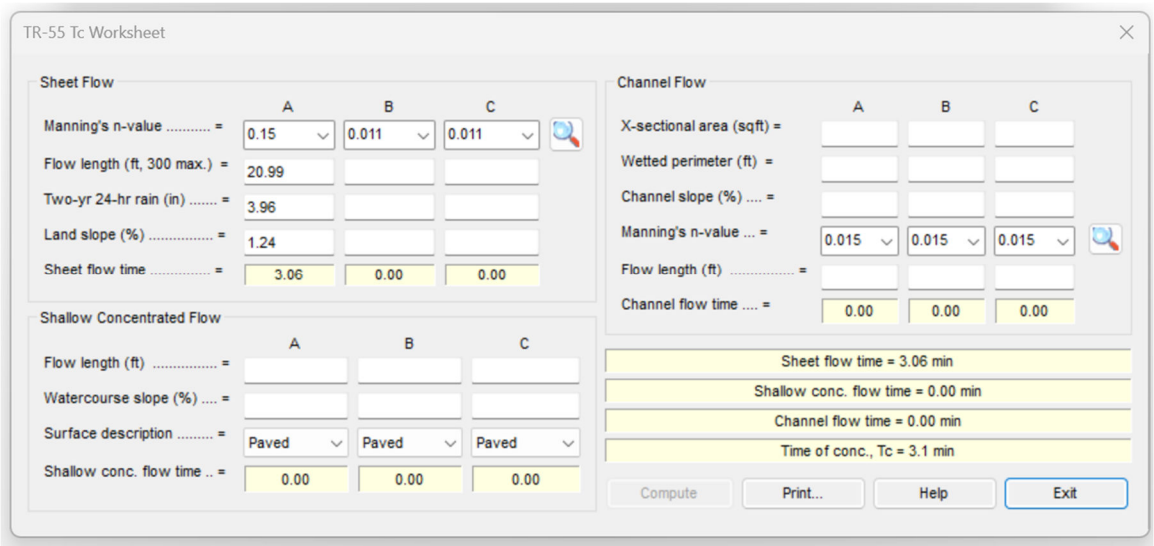


*A time of concentration of 5 minutes was used for this subbasin, as this is the lowest allowable TOC.

Pre-DA 1C

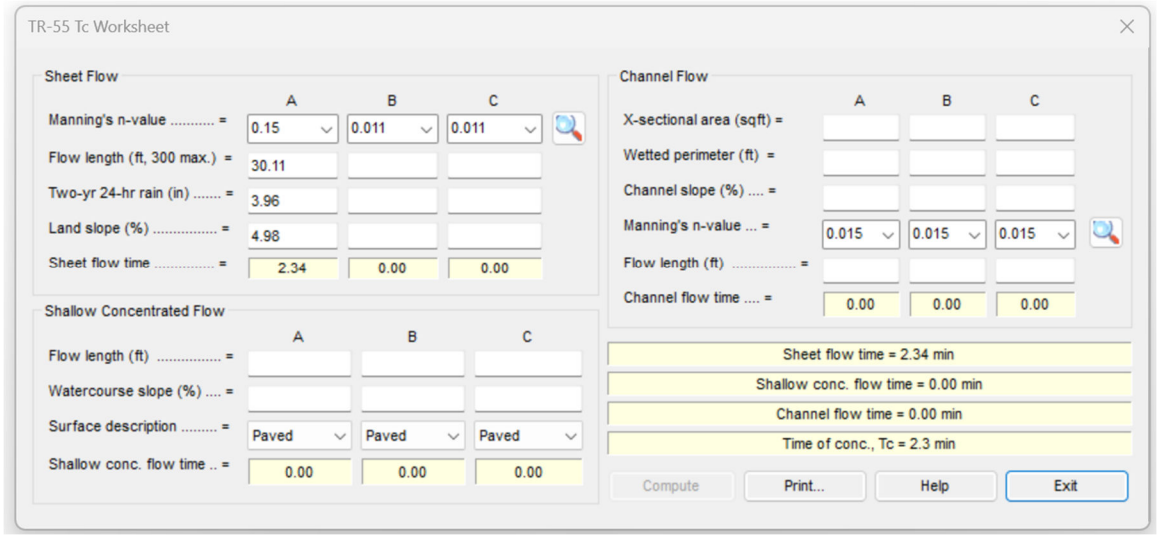


Pre-DA 2



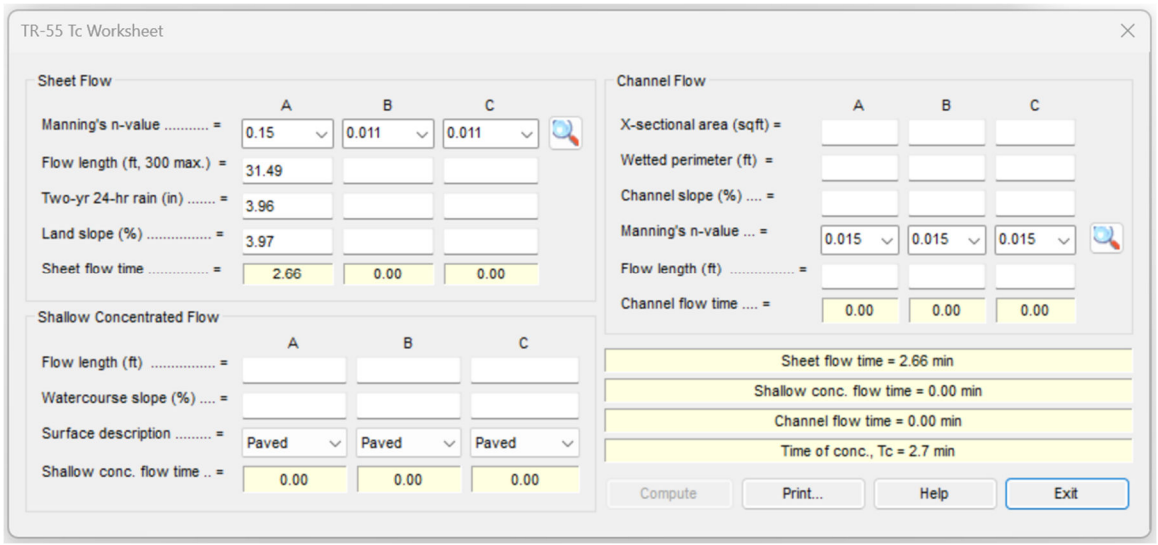
*A time of concentration of 5 minutes was used for this subbasin, as this is the lowest allowable TOC.

Post-DA 1A



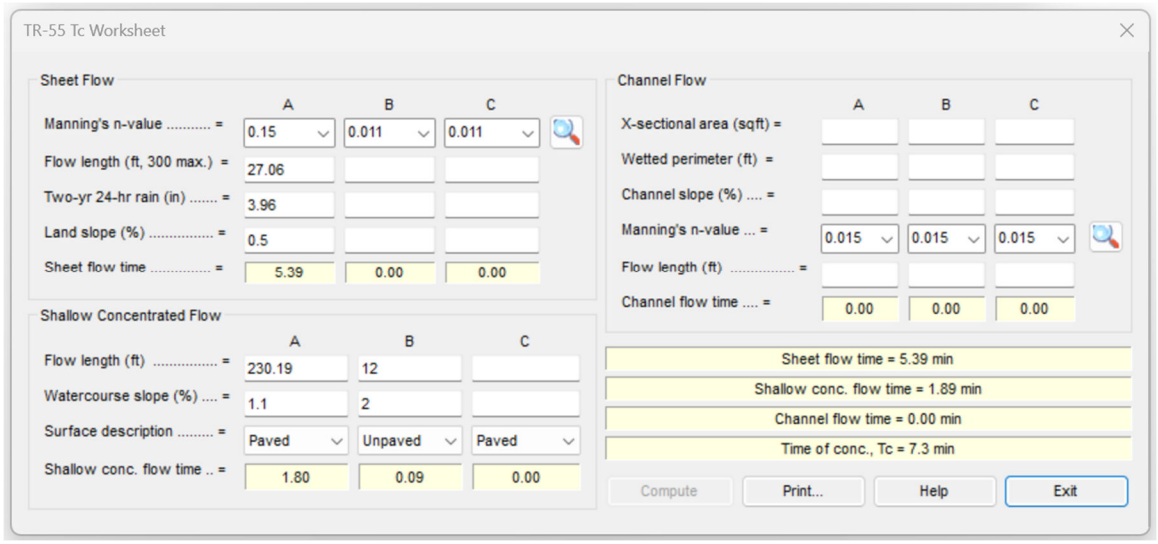
*A time of concentration of 5 minutes was used for this subbasin, as this is the lowest allowable TOC.

Post-DA 1B

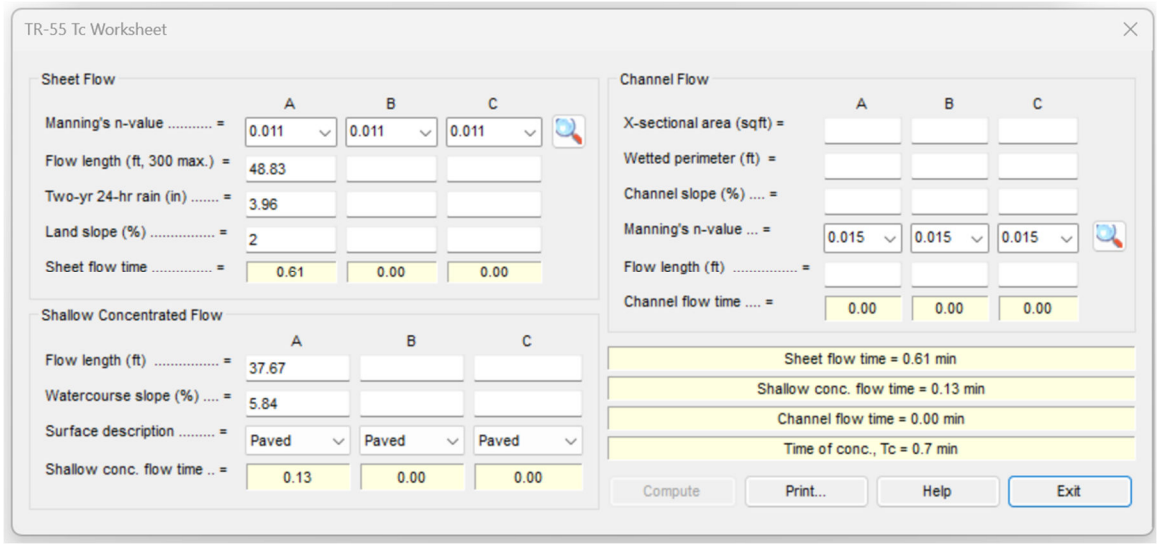


*A time of concentration of 5 minutes was used for this subbasin, as this is the lowest allowable TOC.

Post-DA 1C

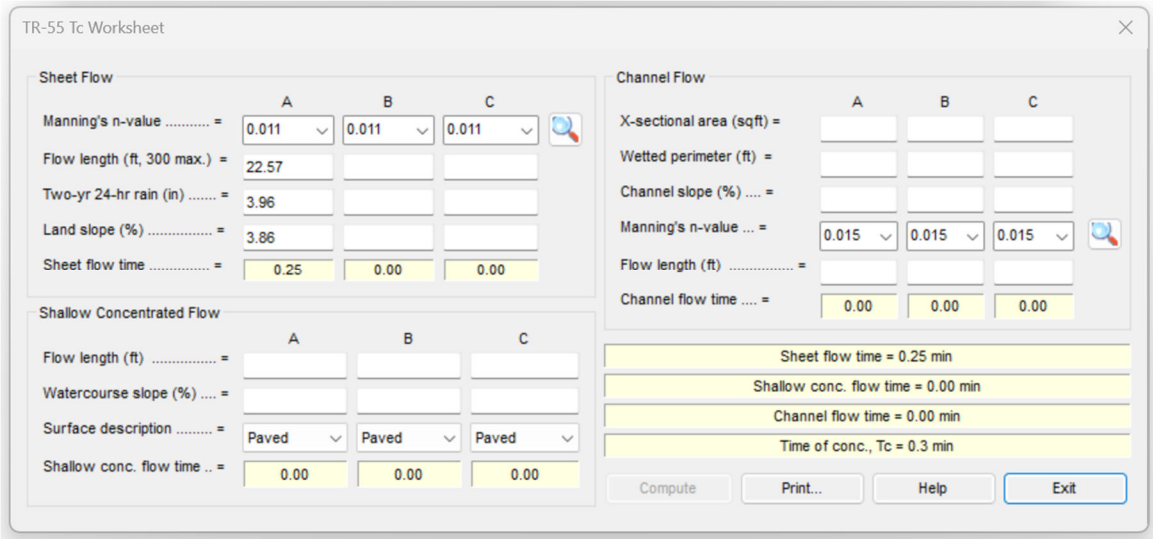


Post-DA 1D



*A time of concentration of 5 minutes was used for this subbasin, as this is the lowest allowable TOC.

Post DA 2



*A time of concentration of 5 minutes was used for this subbasin, as this is the lowest allowable TOC.

APPENDIX E

Water Quality Calculations

Water Quality Volume (Method 1)		
Total Impervious Area=	30732.52	SF
Depth of Rainfall=	0.5	IN
	0.042	FT
WQCV=	1280.52	CF

Water Quality Volume (Method 2)			
Onsite Land Uses			
Land Use	**Area (SF)**	**Area (AC)**	**CN**
HSG C Open Space, Good	39321.281	0.90	74
HSG C Gravel	1900.9159	0.04	89
Impervious	28831.6	0.66	98
Total	**70,053.80**	**1.61**	**84**

Hydrologic Volume: 887.00 CF
(See Hydraflow Report)

Extended Dry Detention - WQV Drawdown Time								
Stage (ft)	Elevation (ft)	Storage (cf)	Discharge (cfs)	dstor (cf)	Qave (cfs)	Inc. Time (s)	Inc. Time (hr)	Cum. Time (hr)
0.00	1009.81	0	0.000	0.0	0.000	0.00	0.00	0.00
0.02	1009.83	3	0.000	3.2	0.000	0.00	0.00	0.00
0.04	1009.85	6	0.000	3.2	0.000	0.00	0.00	0.00
0.06	1009.87	10	0.000	3.2	0.000	0.00	0.00	0.00
0.08	1009.89	13	0.000	3.2	0.000	0.00	0.00	0.00
0.10	1010.90	16	0.000	3.1	0.000	0.00	0.00	0.00
0.11	1010.92	19.1	0.000	3.2	0.000	0.00	0.00	0.00
0.13	1010.94	22.3	0.001	3.2	0.001	6400.00	1.78	1.78
0.15	1010.96	25.5	0.002	3.2	0.002	2133.33	0.59	2.37
0.17	1010.98	28.7	0.003	3.2	0.003	1280.00	0.36	2.73
0.19	1010.00	31.9	0.004	3.2	0.004	914.29	0.25	2.98
0.29	1010.10	193	0.006	161	0.005	32220.00	8.95	11.93
0.39	1010.20	355	0.008	162	0.007	23142.86	6.43	18.36
0.49	1010.30	517	0.009	162	0.009	19058.82	5.29	23.65
0.59	1010.40	678	0.010	161	0.010	16947.37	4.71	28.36
0.69	1010.50	840	0.011	162	0.011	15428.57	4.29	32.65
0.79	1010.60	1001	0.012	161	0.012	14000.00	3.89	36.53
0.89	1010.70	1163	0.013	162	0.013	12960.00	3.60	40.13
0.99	1010.80	1325	0.014	162	0.014	12000.00	3.33	43.47
1.09	1010.90	1486	0.014	161	0.014	11500.00	3.19	46.66

*Discharges were taken from the Hydraflow Pond Report, Culvert B Quantities

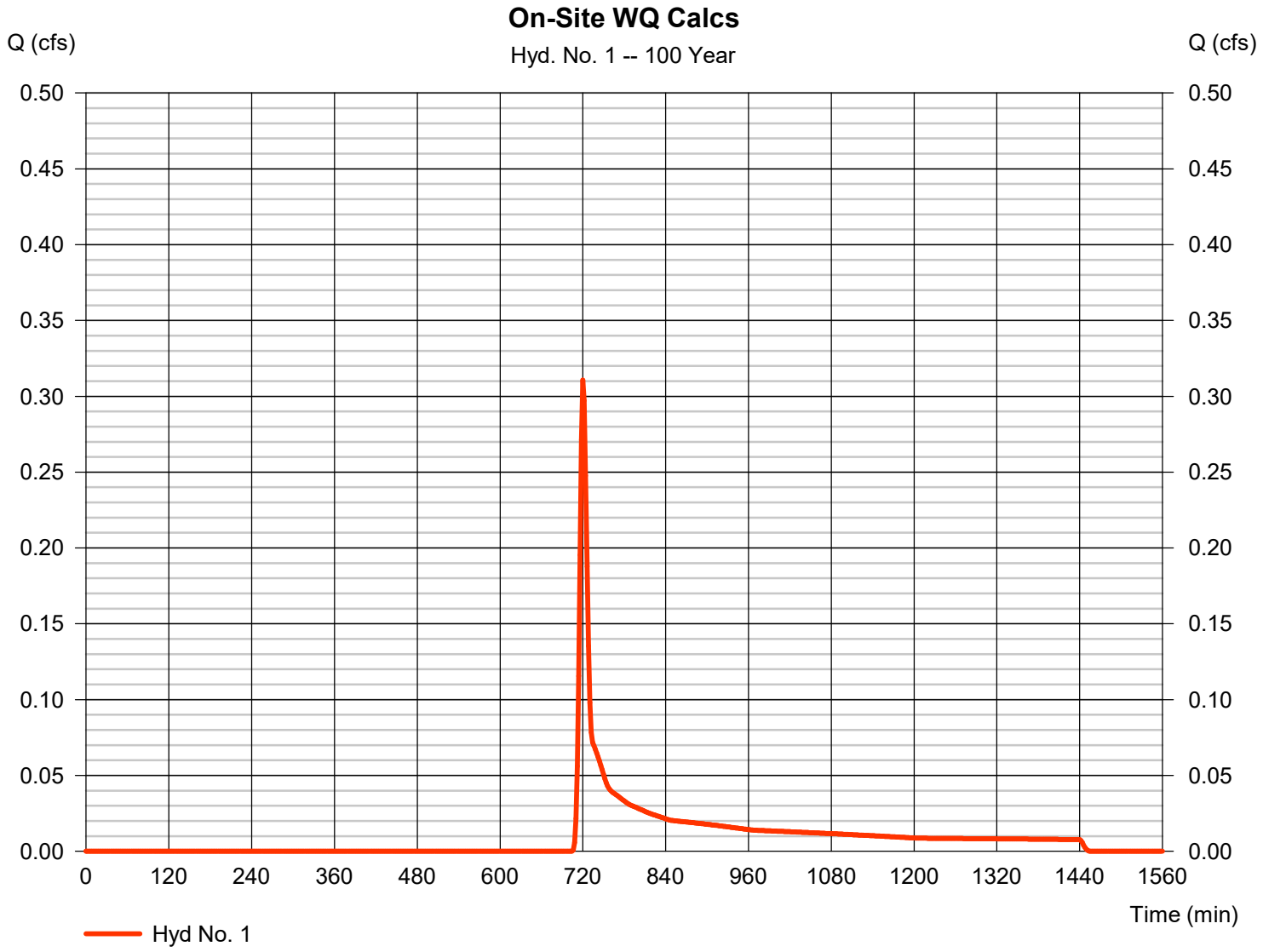
Hydrograph Report

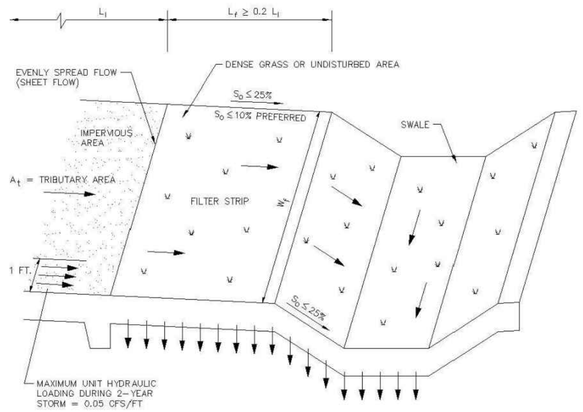
Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023 Tuesday, 04 / 8 / 2025

Hyd. No. 1

On-Site WQ Calcs

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.311 cfs
Storm frequency	=	100 yrs	Time to peak	=	720 min
Time interval	=	2 min	Hyd. volume	=	887 cuft
Drainage area	=	1.610 ac	Curve number	=	84
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	7.30 min
Total precip.	=	1.00 in	Distribution	=	Type II
Storm duration	=	24 hrs	Shape factor	=	484





ADAPTED FROM DENVER URBAN DRAINAGE & FLOOD CONTROL DISTRICT – DRAINAGE CRITERIA MANUAL

CITY OF JOPLIN MISSOURI

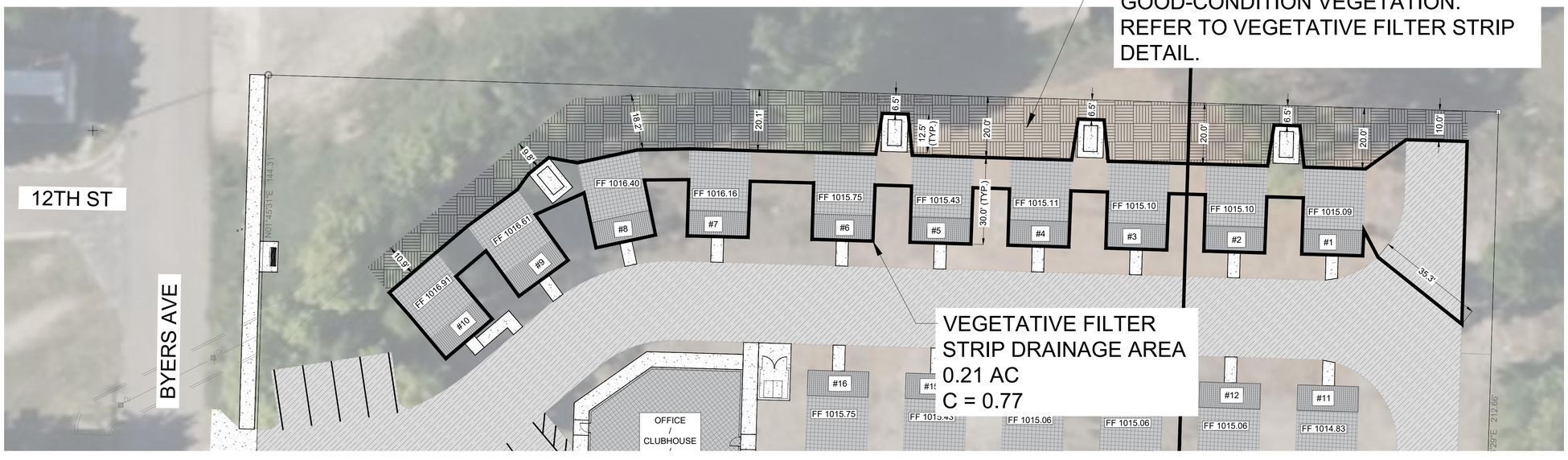
JOPLIN, MISSSOURI
STORMWATER MANAGEMENT
CRITERIA

VEGETATVIE FILTER STRIP
WATER QUALITY BMP

FIGURE 34

Vegetative Filter Strip			
Land Use	**Area (SF)**	**Area (AC)**	**C**
Open Space	1,734.71	0.04	0.20
Impervious Area	7275.0326	0.17	0.90
Total	**9,009.74**	**0.21**	**0.77**

Rational "C" =	0.77	
Intensity =	5.39	in/hr
Area =	0.21	ac
Peak Flow =	**0.85**	**cfs**
Length of Filter Strip =	450.67	ft
Unit Hydraulic Loading =	**0.0019**	**cfs/ft**



VEGETATIVE FILTER STRIP

0 10 20 40
SCALE: 1" = 20'

SMALL ARROW ENGINEERING, LLC

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NO.	DATE	DESCRIPTION

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VITA NOVA VILLAGE
1201 BYERS AVENUE
JOPLIN, JASPER COUNTY, MISSOURI
VEGETATIVE FILTER STRIP

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SURVEY BY: MJ SURVEY
DRAWN: EMT CHKD: JHB
SCALE: 1"=20'
PROJECT #:
DWG:
DATE: 04/11/2025

PROJECT: VITA NOVA VILLAGE
SHEET DESC: EXHIBIT
SHEET: 1 OF: 1

APPENDIX F

Hydraflow Report

Hydraflow Table of Contents

X:\2024 Jobs\Vita Nova Village\Research\2025-04-10 Stormwater Calcs.gpw

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023 — Friday, 04 / 11 / 2025

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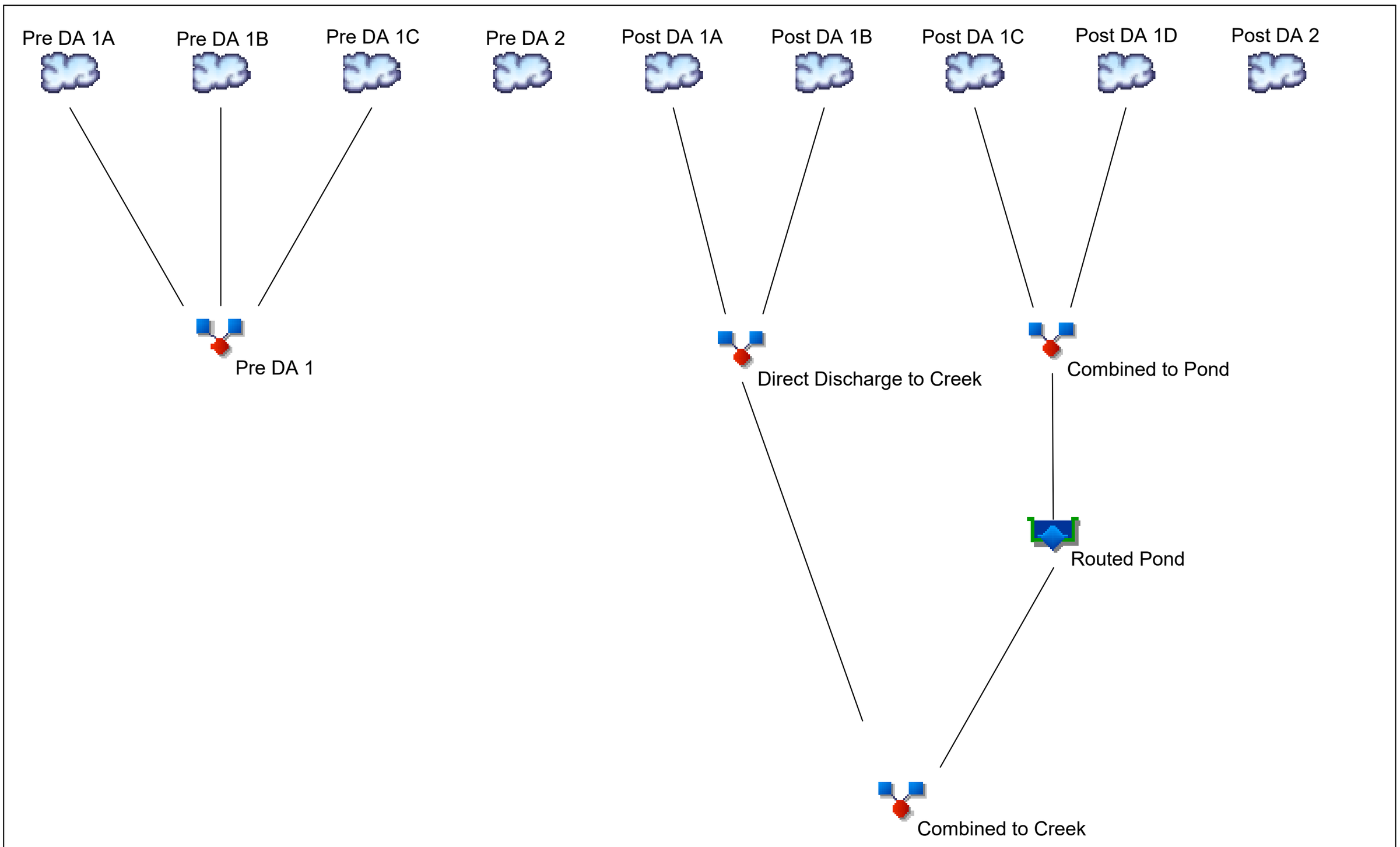
Watershed Model Schematic

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023



Legend

Hyd.	Origin	Description
1	SCS Runoff	Pre DA 1A
2	SCS Runoff	Pre DA 1B
3	SCS Runoff	Pre DA 1C
4	SCS Runoff	Pre DA 2
5	SCS Runoff	Post DA 1A
6	SCS Runoff	Post DA 1B
7	SCS Runoff	Post DA 1C
8	SCS Runoff	Post DA 1D
9	SCS Runoff	Post DA 2
10	Combine	Pre DA 1
11	Combine	Direct Discharge to Creek
12	Combine	Combined to Pond
13	Reservoir	Routed Pond
14	Combine	Combined to Creek

Hydrograph Return Period Recap

Hyd. No.	Hydrograph type (origin)	Inflow hyd(s)	Peak Outflow (cfs)							Hydrograph Description
			1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr	
1	SCS Runoff	------	-------	0.662	-------	-------	2.209	-------	-------	4.663	Pre DA 1A
2	SCS Runoff	------	-------	0.005	-------	-------	0.016	-------	-------	0.034	Pre DA 1B
3	SCS Runoff	------	-------	0.194	-------	-------	0.689	-------	-------	1.446	Pre DA 1C
4	SCS Runoff	------	-------	0.005	-------	-------	0.016	-------	-------	0.034	Pre DA 2
5	SCS Runoff	------	-------	0.612	-------	-------	1.498	-------	-------	2.750	Post DA 1A
6	SCS Runoff	------	-------	0.005	-------	-------	0.016	-------	-------	0.034	Post DA 1B
7	SCS Runoff	------	-------	1.346	-------	-------	3.246	-------	-------	5.859	Post DA 1C
8	SCS Runoff	------	-------	0.434	-------	-------	1.120	-------	-------	2.098	Post DA 1D
9	SCS Runoff	------	-------	0.009	-------	-------	0.033	-------	-------	0.069	Post DA 2
10	Combine	1, 2, 3,	-------	0.838	-------	-------	2.752	-------	-------	5.819	Pre DA 1
11	Combine	5, 6,	-------	0.615	-------	-------	1.513	-------	-------	2.781	Direct Discharge to Creek
12	Combine	7, 8,	-------	1.780	-------	-------	4.364	-------	-------	7.954	Combined to Pond
13	Reservoir	12	-------	0.396	-------	-------	1.389	-------	-------	2.950	Routed Pond
14	Combine	11, 13	-------	0.625	-------	-------	2.045	-------	-------	4.224	Combined to Creek

Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

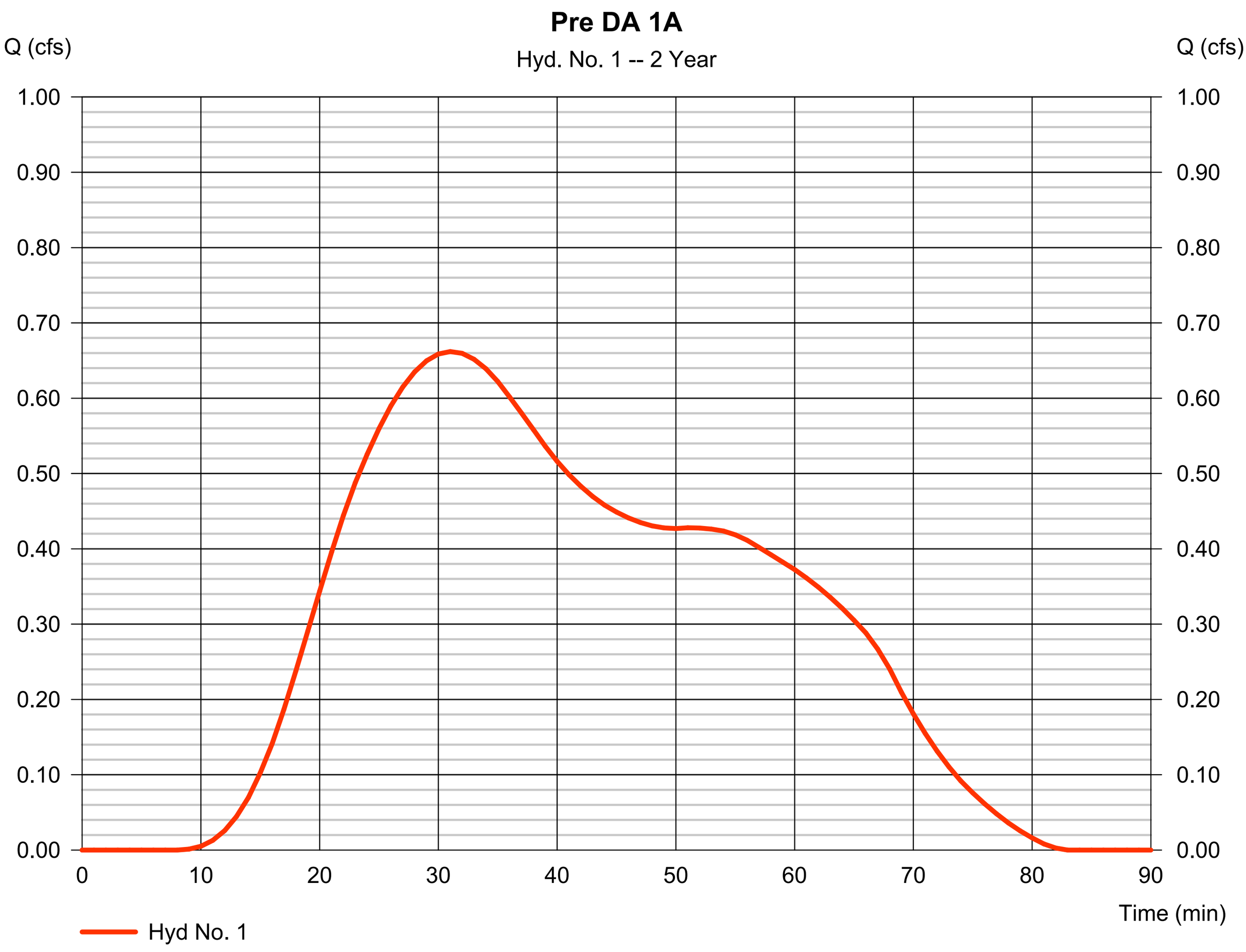
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	0.662	1	31	1,516	------	------	------	Pre DA 1A
2	SCS Runoff	0.005	1	21	10	------	------	------	Pre DA 1B
3	SCS Runoff	0.194	1	21	411	------	------	------	Pre DA 1C
4	SCS Runoff	0.005	1	21	10	------	------	------	Pre DA 2
5	SCS Runoff	0.612	1	17	1,134	------	------	------	Post DA 1A
6	SCS Runoff	0.005	1	21	10	------	------	------	Post DA 1B
7	SCS Runoff	1.346	1	18	2,512	------	------	------	Post DA 1C
8	SCS Runoff	0.434	1	18	817	------	------	------	Post DA 1D
9	SCS Runoff	0.009	1	21	20	------	------	------	Post DA 2
10	Combine	0.838	1	30	1,937	1, 2, 3,	------	------	Pre DA 1
11	Combine	0.615	1	17	1,144	5, 6,	------	------	Direct Discharge to Creek
12	Combine	1.780	1	18	3,329	7, 8,	------	------	Combined to Pond
13	Reservoir	0.396	1	64	3,284	12	1011.27	2,627	Routed Pond
14	Combine	0.625	1	17	4,428	11, 13	------	------	Combined to Creek

Hydrograph Report

Hyd. No. 1

Pre DA 1A

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.662 cfs
Storm frequency	=	2 yrs	Time to peak	=	31 min
Time interval	=	1 min	Hyd. volume	=	1,516 cuft
Drainage area	=	1.600 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	13.90 min
Total precip.	=	1.80 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

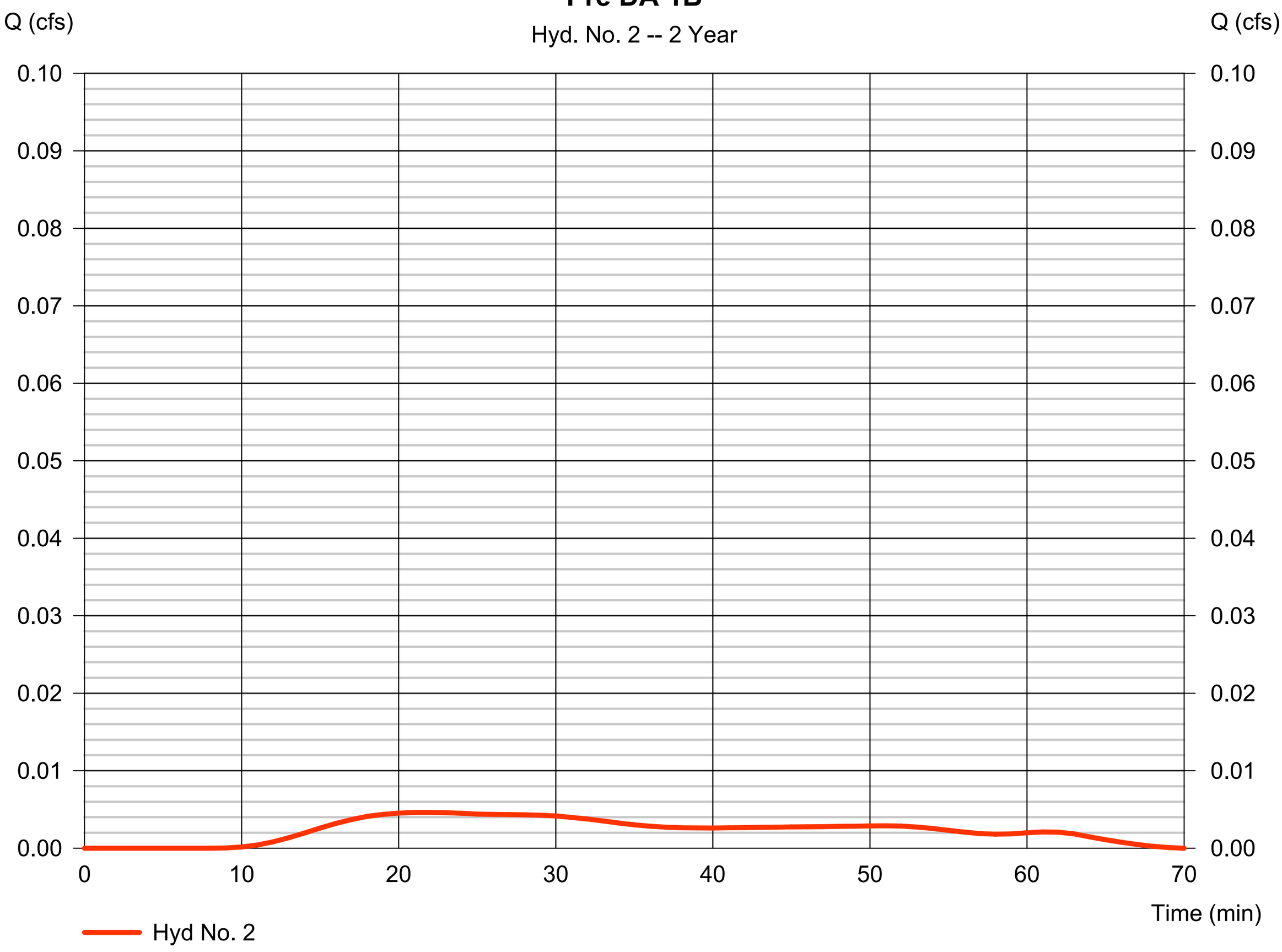


Hydrograph Report

Hyd. No. 2

Pre DA 1B

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.005 cfs
Storm frequency	=	2 yrs	Time to peak	=	21 min
Time interval	=	1 min	Hyd. volume	=	10 cuft
Drainage area	=	0.010 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	1.80 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

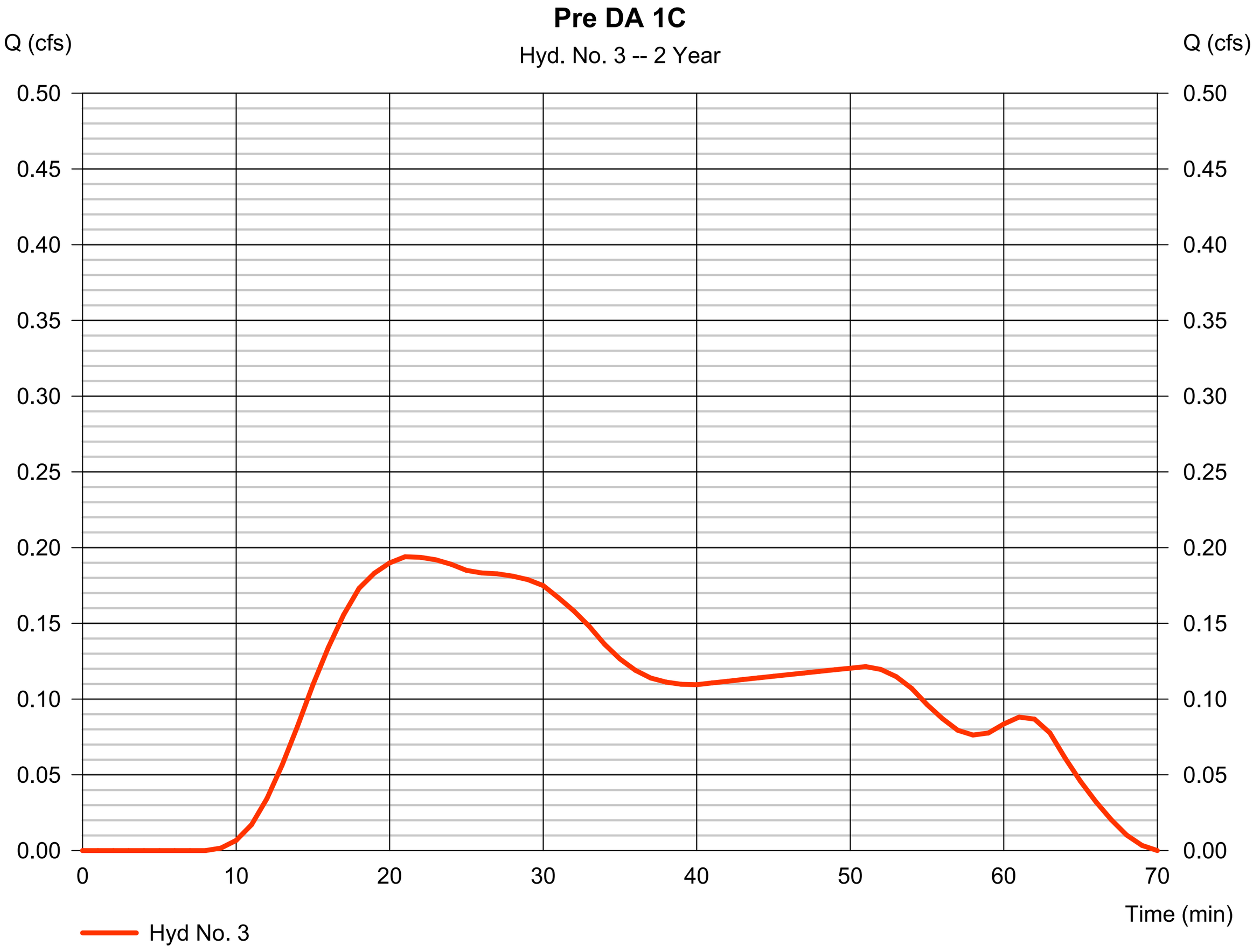


Hydrograph Report

Hyd. No. 3

Pre DA 1C

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.194 cfs
Storm frequency	=	2 yrs	Time to peak	=	21 min
Time interval	=	1 min	Hyd. volume	=	411 cuft
Drainage area	=	0.420 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	6.20 min
Total precip.	=	1.80 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

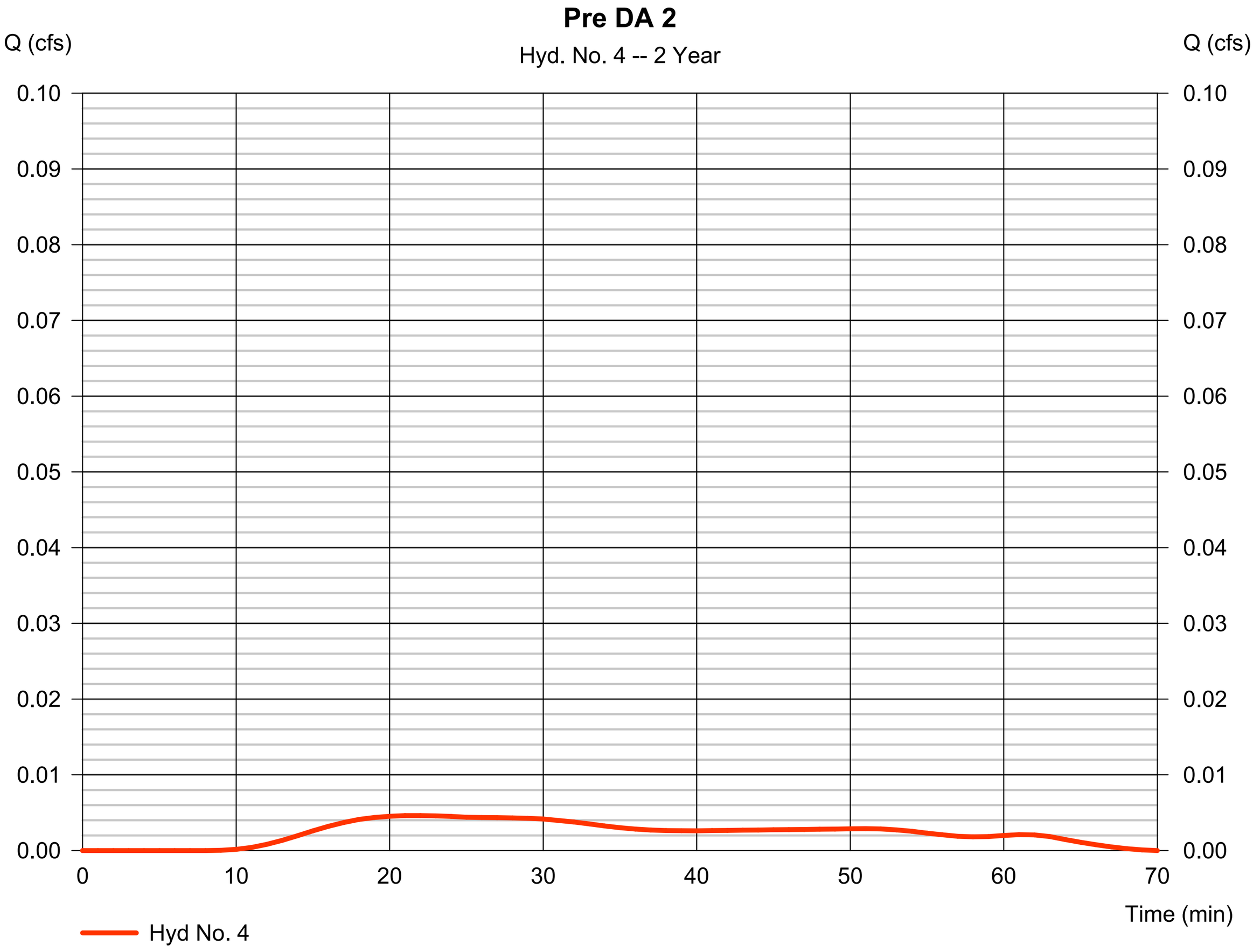


Hydrograph Report

Hyd. No. 4

Pre DA 2

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.005 cfs
Storm frequency	=	2 yrs	Time to peak	=	21 min
Time interval	=	1 min	Hyd. volume	=	10 cuft
Drainage area	=	0.010 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	1.80 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

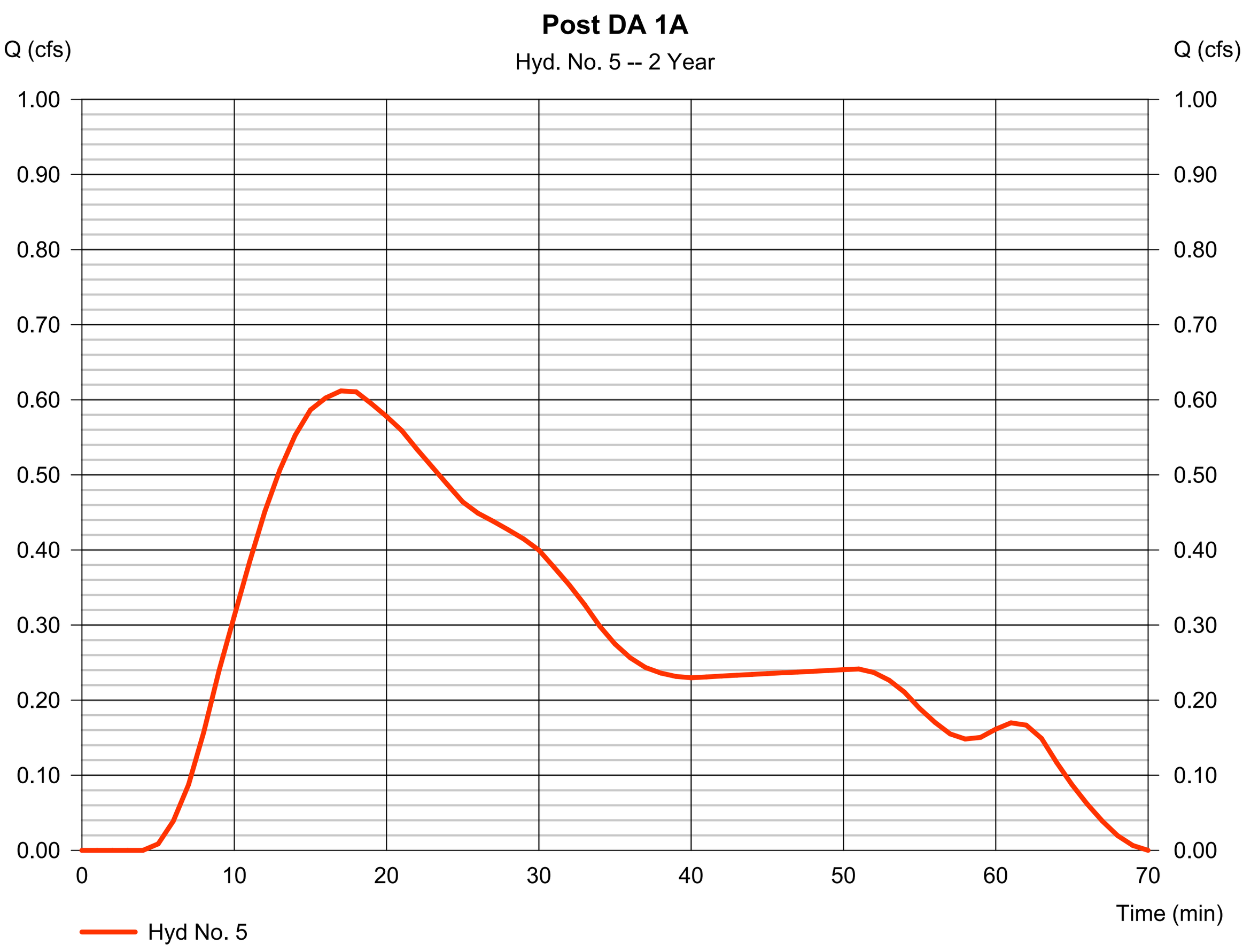


Hydrograph Report

Hyd. No. 5

Post DA 1A

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.612 cfs
Storm frequency	=	2 yrs	Time to peak	=	17 min
Time interval	=	1 min	Hyd. volume	=	1,134 cuft
Drainage area	=	0.500 ac	Curve number	=	84
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	1.80 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

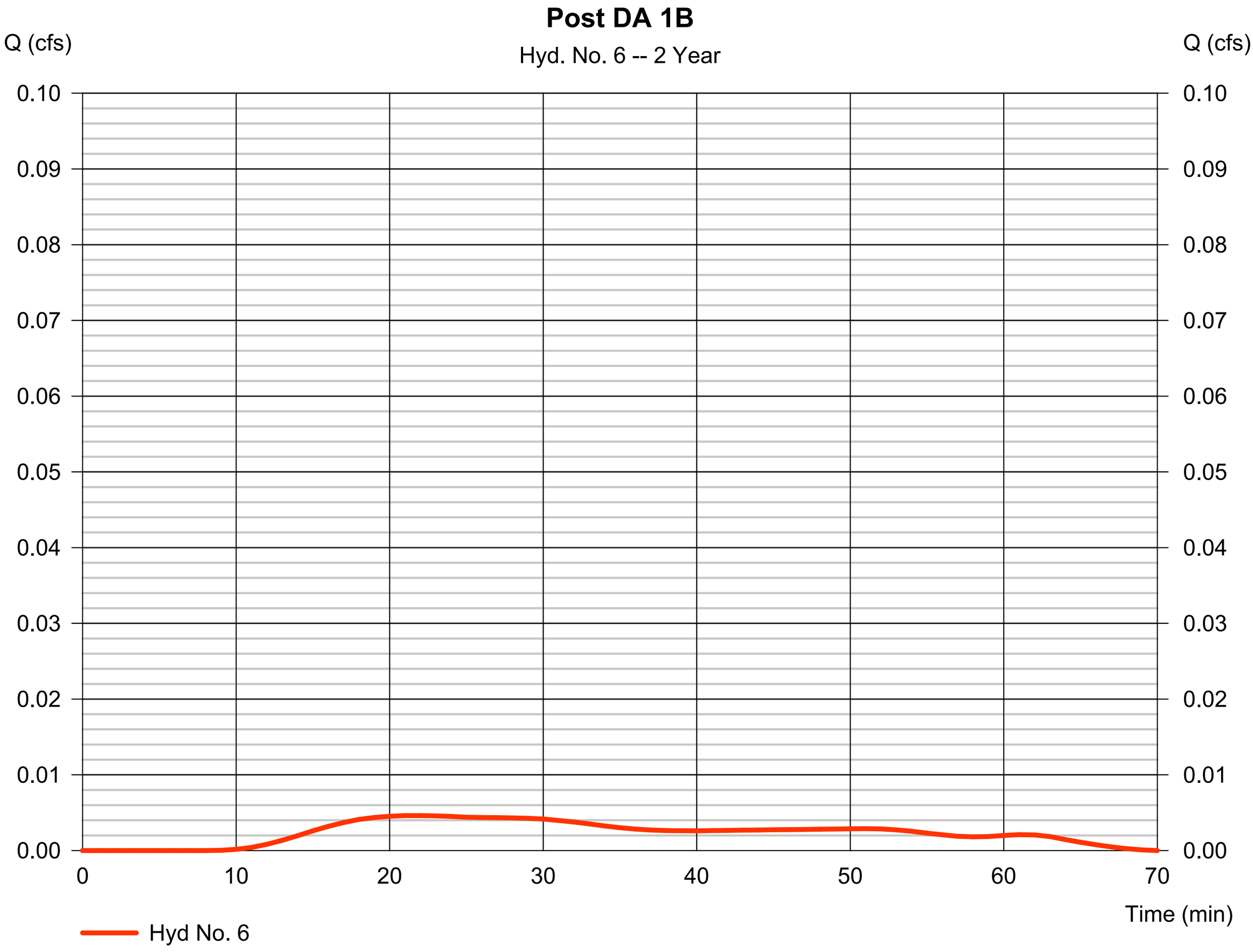


Hydrograph Report

Hyd. No. 6

Post DA 1B

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.005 cfs
Storm frequency	=	2 yrs	Time to peak	=	21 min
Time interval	=	1 min	Hyd. volume	=	10 cuft
Drainage area	=	0.010 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	1.80 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

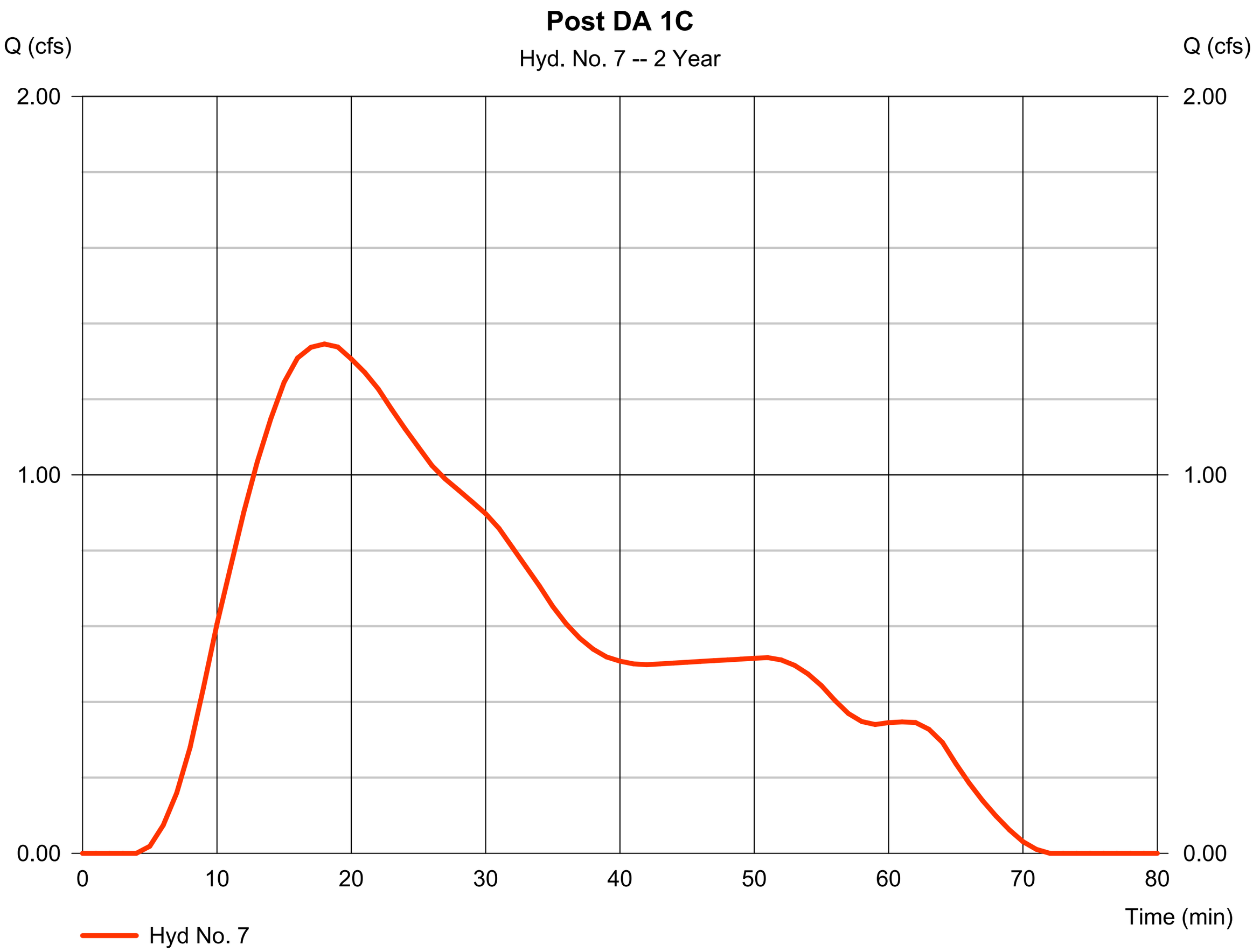


Hydrograph Report

Hyd. No. 7

Post DA 1C

Hydrograph type	=	SCS Runoff	Peak discharge	=	1.346 cfs
Storm frequency	=	2 yrs	Time to peak	=	18 min
Time interval	=	1 min	Hyd. volume	=	2,512 cuft
Drainage area	=	1.090 ac	Curve number	=	85
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	7.30 min
Total precip.	=	1.80 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

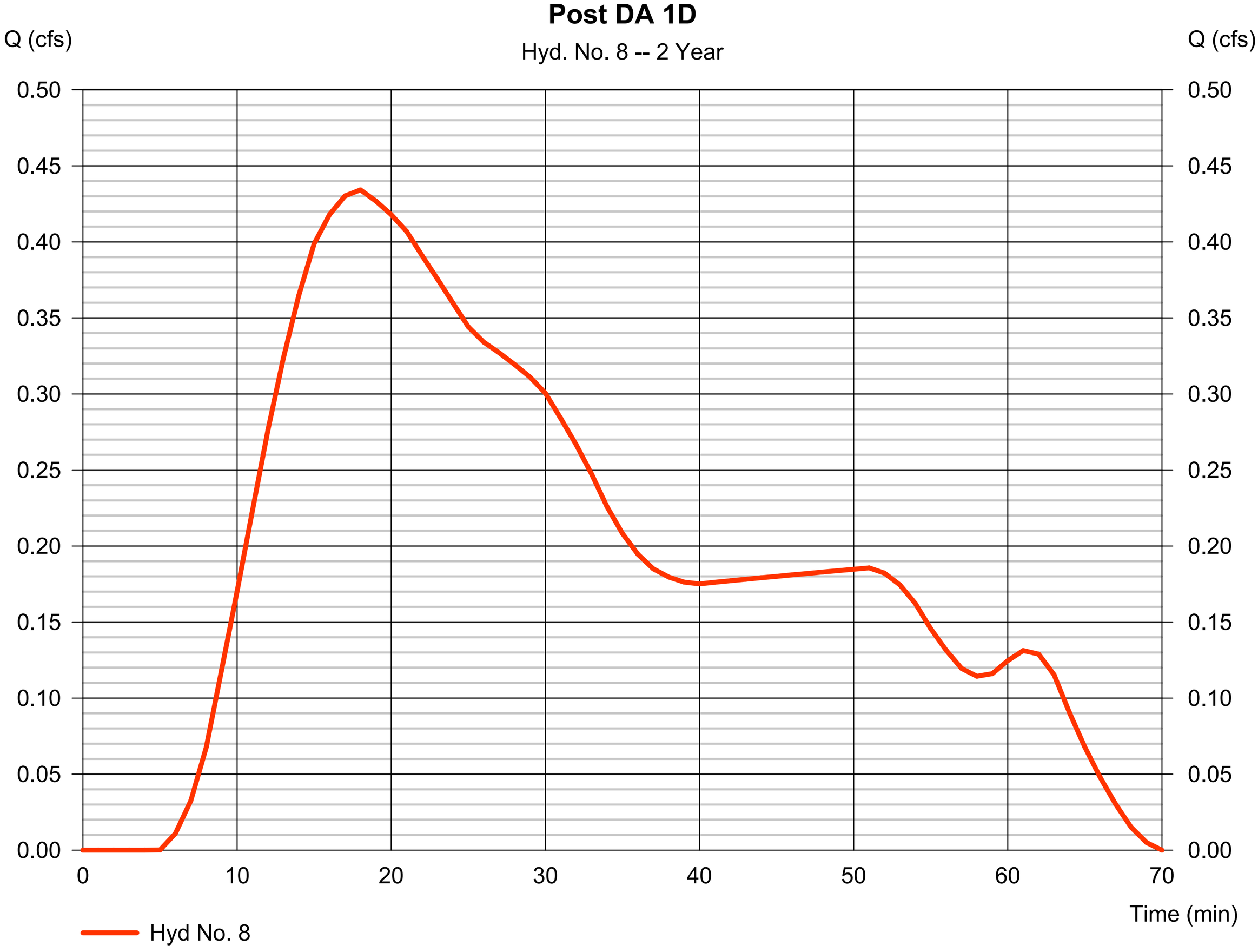


Hydrograph Report

Hyd. No. 8

Post DA 1D

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.434 cfs
Storm frequency	=	2 yrs	Time to peak	=	18 min
Time interval	=	1 min	Hyd. volume	=	817 cuft
Drainage area	=	0.420 ac	Curve number	=	82
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	1.80 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

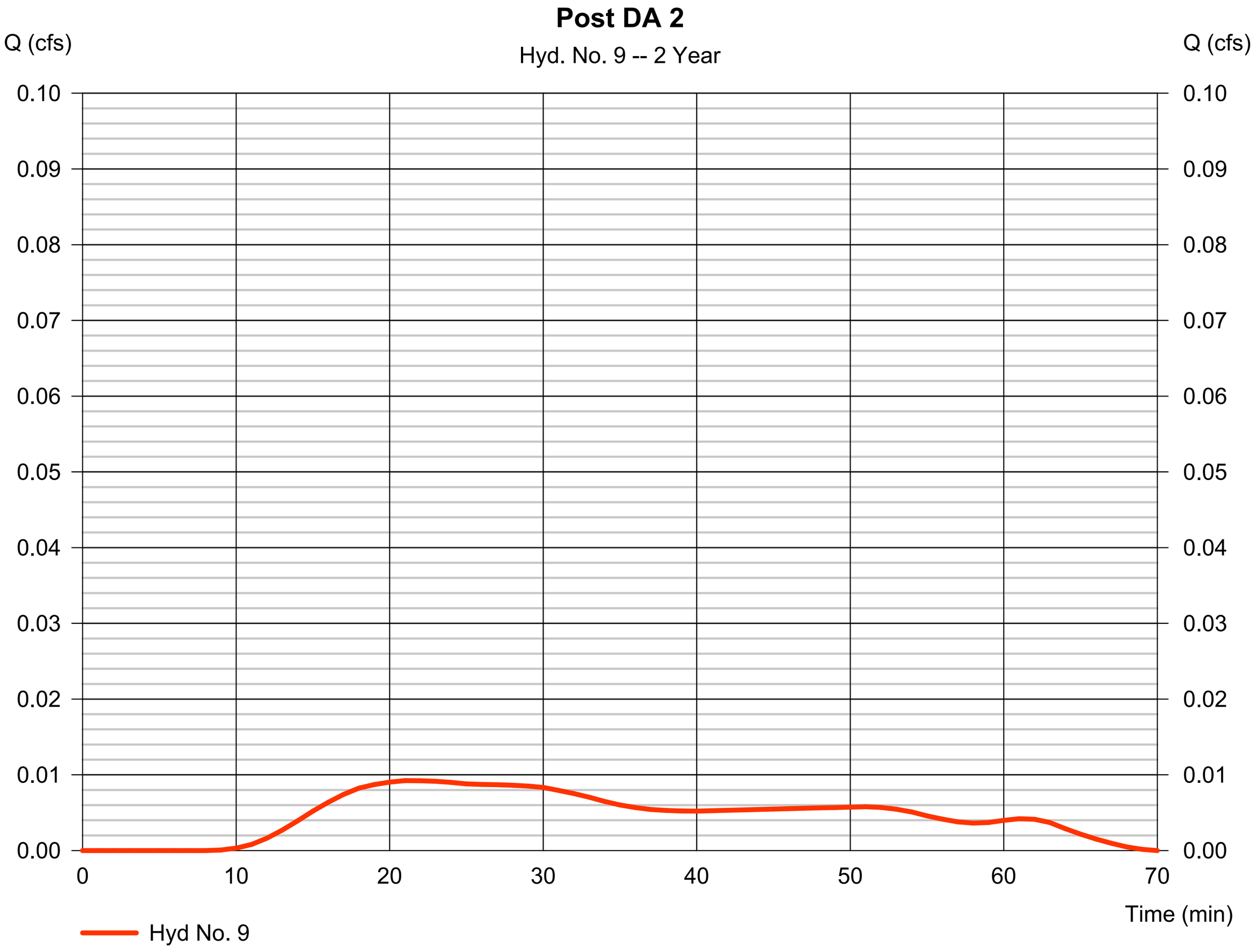


Hydrograph Report

Hyd. No. 9

Post DA 2

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.009 cfs
Storm frequency	=	2 yrs	Time to peak	=	21 min
Time interval	=	1 min	Hyd. volume	=	20 cuft
Drainage area	=	0.020 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	1.80 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

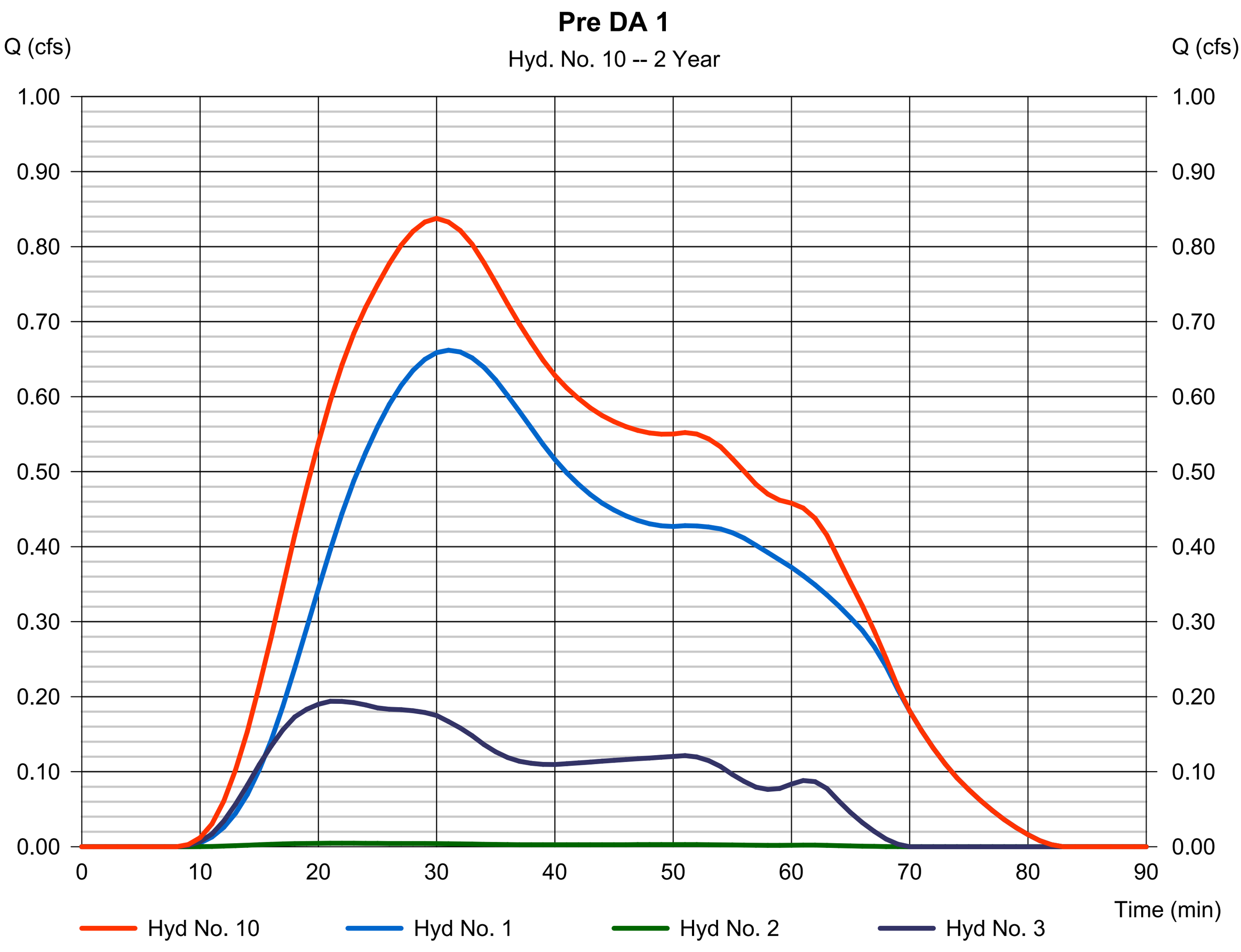


Hydrograph Report

Hyd. No. 10

Pre DA 1

Hydrograph type	=	Combine	Peak discharge	=	0.838 cfs
Storm frequency	=	2 yrs	Time to peak	=	30 min
Time interval	=	1 min	Hyd. volume	=	1,937 cuft
Inflow hyds.	=	1, 2, 3	Contrib. drain. area	=	2.030 ac

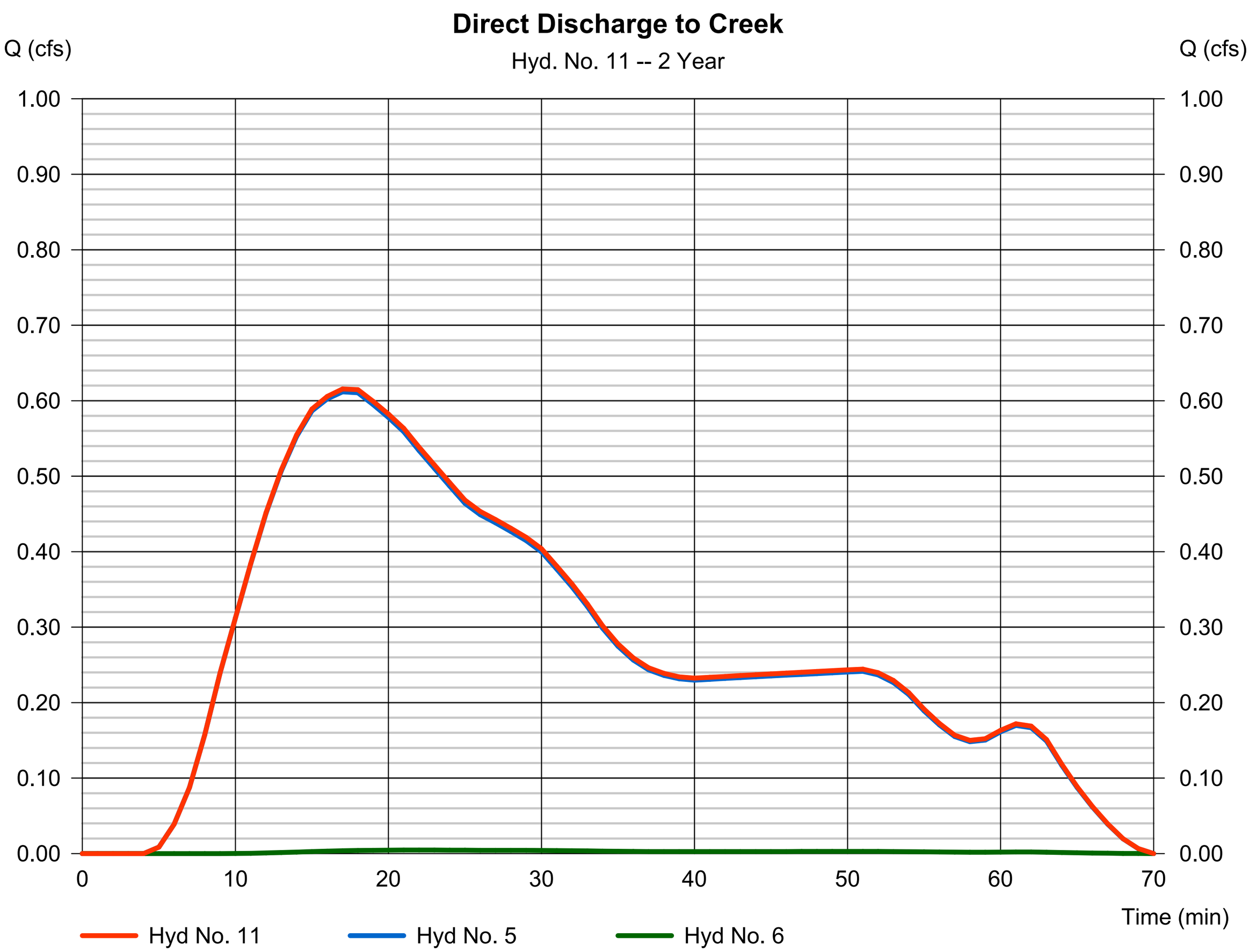


Hydrograph Report

Hyd. No. 11

Direct Discharge to Creek

Hydrograph type	=	Combine	Peak discharge	=	0.615 cfs
Storm frequency	=	2 yrs	Time to peak	=	17 min
Time interval	=	1 min	Hyd. volume	=	1,144 cuft
Inflow hyds.	=	5, 6	Contrib. drain. area	=	0.510 ac

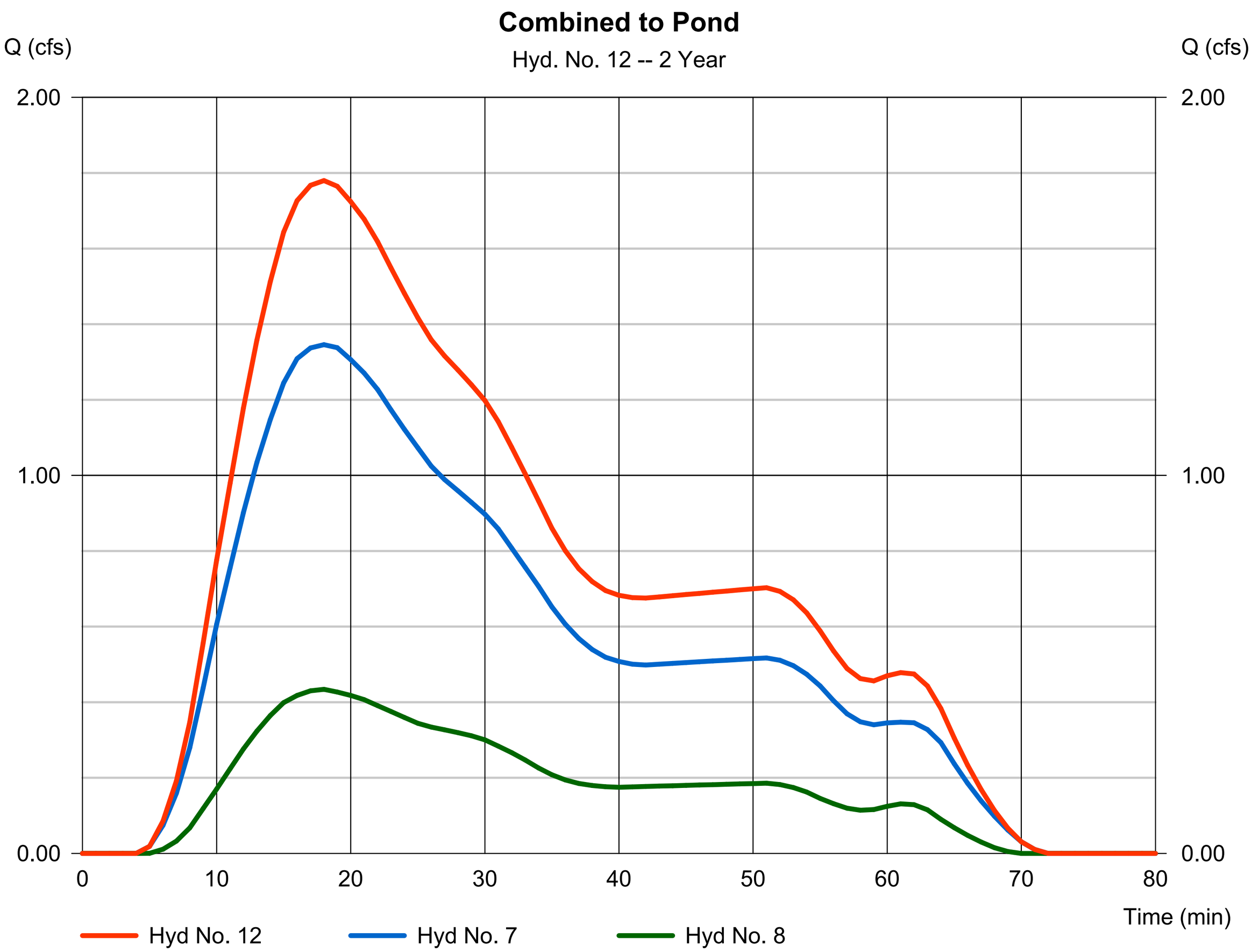


Hydrograph Report

Hyd. No. 12

Combined to Pond

Hydrograph type	=	Combine	Peak discharge	=	1.780 cfs
Storm frequency	=	2 yrs	Time to peak	=	18 min
Time interval	=	1 min	Hyd. volume	=	3,329 cuft
Inflow hyds.	=	7, 8	Contrib. drain. area	=	1.510 ac



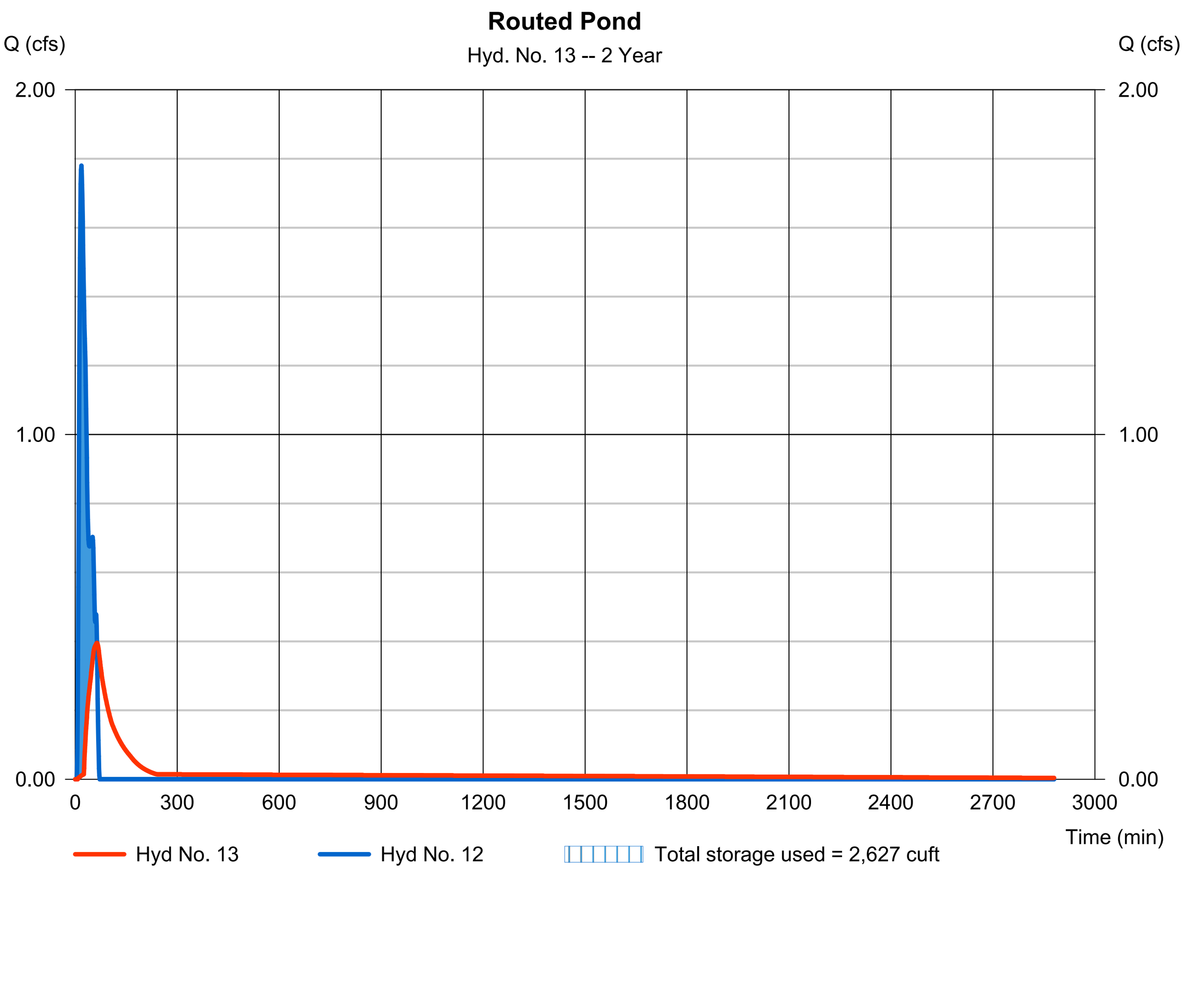
Hydrograph Report

Hyd. No. 13

Routed Pond

Hydrograph type	=	Reservoir	Peak discharge	=	0.396 cfs
Storm frequency	=	2 yrs	Time to peak	=	64 min
Time interval	=	1 min	Hyd. volume	=	3,284 cuft
Inflow hyd. No.	=	12 - Combined to Pond	Max. Elevation	=	1011.27 ft
Reservoir name	=	Detention Pond	Max. Storage	=	2,627 cuft

Storage Indication method used.



Pond Report

Pond No. 1 - Detention Pond

Pond Data

Contours -User-defined contour areas. Conic method used for volume calculation. Begining Elevation = 1009.81 ft

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	1009.81	00	0	0
0.19	1010.00	503	32	32
1.19	1011.00	3,096	1,616	1,648
2.19	1012.00	4,135	3,603	5,251
3.19	1013.00	5,360	4,734	9,984
3.69	1013.50	6,577	2,979	12,963

Culvert / Orifice Structures

	[A]	[B]	[C]	[PrfRsr]
Rise (in)	= 15.00	0.75	Inactive	0.00
Span (in)	= 15.00	0.75	0.00	0.00
No. Barrels	= 1	1	1	0
Invert El. (ft)	= 1009.81	1009.91	0.00	0.00
Length (ft)	= 183.44	0.10	0.00	0.00
Slope (%)	= 0.50	0.10	0.00	n/a
N-Value	= .012	.013	.013	n/a
Orifice Coeff.	= 0.60	0.60	0.60	0.60
Multi-Stage	= n/a	Yes	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 8.00	0.50	0.00	0.00
Crest El. (ft)	= 1012.50	1010.90	0.00	0.00
Weir Coeff.	= 3.33	3.33	3.33	3.33
Weir Type	= 1	Rect	---	---
Multi-Stage	= Yes	Yes	No	No

Exfil.(in/hr) = 0.000 (by Wet area)

TW Elev. (ft) = 0.00

Note: Culvert/Orifice outflows are analyzed under inlet (ic) and outlet (oc) control. Weir risers checked for orifice conditions (ic) and submergence (s).

Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	PrfRsr cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	User cfs	Total cfs
0.00	0	1009.81	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.02	3	1009.83	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.04	6	1009.85	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.06	10	1009.87	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.08	13	1009.89	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.10	16	1009.90	0.00	0.00	---	---	0.00	0.00	---	---	---	---	0.000
0.11	19	1009.92	0.00 oc	0.00 ic	---	---	0.00	0.00	---	---	---	---	0.000
0.13	22	1009.94	0.00 ic	0.00 ic	---	---	0.00	0.00	---	---	---	---	0.001
0.15	26	1009.96	0.00 ic	0.00 ic	---	---	0.00	0.00	---	---	---	---	0.002
0.17	29	1009.98	0.00 ic	0.00 ic	---	---	0.00	0.00	---	---	---	---	0.003
0.19	32	1010.00	0.00 ic	0.00 ic	---	---	0.00	0.00	---	---	---	---	0.004
0.29	193	1010.10	0.01 ic	0.01 ic	---	---	0.00	0.00	---	---	---	---	0.006
0.39	355	1010.20	0.01 ic	0.01 ic	---	---	0.00	0.00	---	---	---	---	0.008
0.49	517	1010.30	0.01 ic	0.01 ic	---	---	0.00	0.00	---	---	---	---	0.009
0.59	678	1010.40	0.01 ic	0.01 ic	---	---	0.00	0.00	---	---	---	---	0.010
0.69	840	1010.50	0.01 ic	0.01 ic	---	---	0.00	0.00	---	---	---	---	0.011
0.79	1,001	1010.60	0.01 ic	0.01 ic	---	---	0.00	0.00	---	---	---	---	0.012
0.89	1,163	1010.70	0.01 ic	0.01 ic	---	---	0.00	0.00	---	---	---	---	0.013
0.99	1,325	1010.80	0.01 ic	0.01 ic	---	---	0.00	0.00	---	---	---	---	0.014
1.09	1,486	1010.90	0.01 ic	0.01 ic	---	---	0.00	0.00	---	---	---	---	0.014
1.19	1,648	1011.00	0.07 ic	0.02 ic	---	---	0.00	0.05	---	---	---	---	0.068
1.29	2,008	1011.10	0.17 ic	0.02 ic	---	---	0.00	0.15	---	---	---	---	0.164
1.39	2,368	1011.20	0.29 ic	0.02 ic	---	---	0.00	0.27	---	---	---	---	0.289
1.49	2,729	1011.30	0.44 ic	0.02 ic	---	---	0.00	0.42	---	---	---	---	0.437
1.59	3,089	1011.40	0.61 ic	0.02 ic	---	---	0.00	0.59	---	---	---	---	0.605
1.69	3,449	1011.50	0.80 ic	0.02 ic	---	---	0.00	0.77	---	---	---	---	0.790
1.79	3,810	1011.60	1.01 ic	0.02 ic	---	---	0.00	0.97	---	---	---	---	0.992
1.89	4,170	1011.70	1.21 ic	0.02 ic	---	---	0.00	1.19	---	---	---	---	1.208
1.99	4,530	1011.80	1.46 ic	0.02 ic	---	---	0.00	1.42	---	---	---	---	1.439
2.09	4,890	1011.90	1.68 ic	0.02 ic	---	---	0.00	1.66	---	---	---	---	1.682
2.19	5,251	1012.00	1.97 ic	0.02 ic	---	---	0.00	1.92	---	---	---	---	1.939
2.29	5,724	1012.10	2.21 ic	0.02 ic	---	---	0.00	2.19	---	---	---	---	2.207
2.39	6,197	1012.20	2.51 ic	0.02 ic	---	---	0.00	2.47	---	---	---	---	2.486
2.49	6,671	1012.30	2.80 ic	0.02 ic	---	---	0.00	2.76	---	---	---	---	2.777
2.59	7,144	1012.40	3.09 ic	0.02 ic	---	---	0.00	3.06	---	---	---	---	3.078
2.69	7,618	1012.50	3.40 ic	0.02 ic	---	---	0.00	3.37	---	---	---	---	3.389
2.79	8,091	1012.60	4.45 oc	0.02 ic	---	---	0.84	3.59 s	---	---	---	---	4.449

Continues on next page...

Detention Pond

Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	PrfRsr cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	User cfs	Total cfs
2.89	8,564	1012.70	5.72 oc	0.01 ic	---	---	2.38	3.32 s	---	---	---	---	5.716
2.99	9,038	1012.80	6.73 oc	0.01 ic	---	---	4.33 s	2.39 s	---	---	---	---	6.729
3.09	9,511	1012.90	7.05 oc	0.01 ic	---	---	5.08 s	1.97 s	---	---	---	---	7.051
3.19	9,984	1013.00	7.26 oc	0.00 ic	---	---	5.52 s	1.73 s	---	---	---	---	7.256
3.24	10,282	1013.05	7.34 oc	0.00 ic	---	---	5.70 s	1.64 s	---	---	---	---	7.343
3.29	10,580	1013.10	7.42 oc	0.00 ic	---	---	5.85 s	1.57 s	---	---	---	---	7.420
3.34	10,878	1013.15	7.50 oc	0.00 ic	---	---	5.99 s	1.50 s	---	---	---	---	7.497
3.39	11,176	1013.20	7.57 oc	0.00 ic	---	---	6.12 s	1.45 s	---	---	---	---	7.568
3.44	11,474	1013.25	7.64 oc	0.00 ic	---	---	6.24 s	1.40 s	---	---	---	---	7.639
3.49	11,772	1013.30	7.71 oc	0.00 ic	---	---	6.35 s	1.35 s	---	---	---	---	7.704
3.54	12,070	1013.35	7.78 oc	0.00 ic	---	---	6.45 s	1.32 s	---	---	---	---	7.768
3.59	12,367	1013.40	7.84 oc	0.00 ic	---	---	6.55 s	1.28 s	---	---	---	---	7.838
3.64	12,665	1013.45	7.90 oc	0.00 ic	---	---	6.65 s	1.25 s	---	---	---	---	7.904
3.69	12,963	1013.50	7.97 oc	0.00 ic	---	---	6.74 s	1.22 s	---	---	---	---	7.967

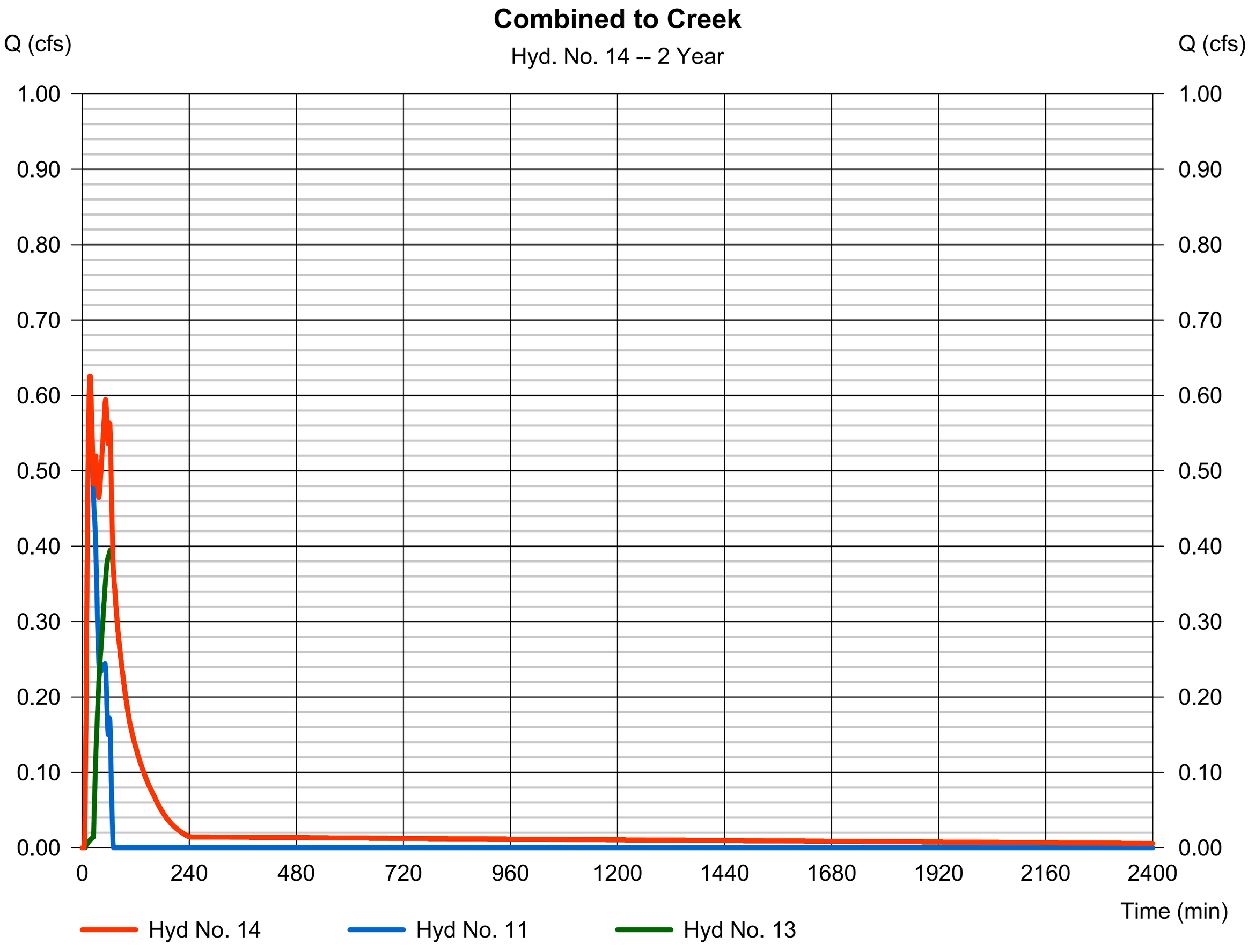
...End

Hydrograph Report

Hyd. No. 14

Combined to Creek

Hydrograph type	=	Combine	Peak discharge	=	0.625 cfs
Storm frequency	=	2 yrs	Time to peak	=	17 min
Time interval	=	1 min	Hyd. volume	=	4,428 cuft
Inflow hyds.	=	11, 13	Contrib. drain. area	=	0.000 ac



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

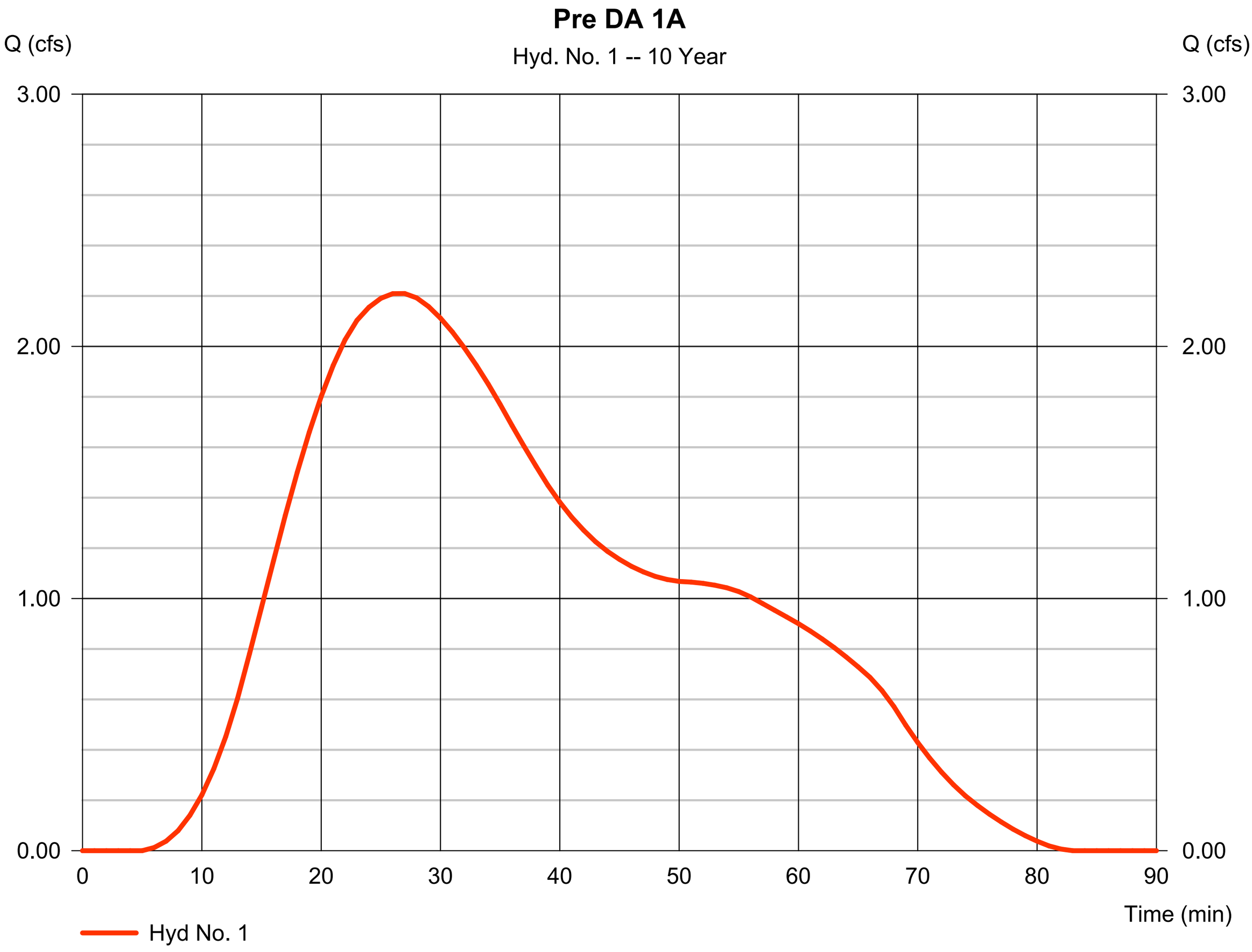
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	2.209	1	27	4,792	------	------	------	Pre DA 1A
2	SCS Runoff	0.016	1	18	31	------	------	------	Pre DA 1B
3	SCS Runoff	0.689	1	18	1,297	------	------	------	Pre DA 1C
4	SCS Runoff	0.016	1	18	31	------	------	------	Pre DA 2
5	SCS Runoff	1.498	1	15	2,633	------	------	------	Post DA 1A
6	SCS Runoff	0.016	1	18	31	------	------	------	Post DA 1B
7	SCS Runoff	3.246	1	16	5,703	------	------	------	Post DA 1C
8	SCS Runoff	1.120	1	15	2,008	------	------	------	Post DA 1D
9	SCS Runoff	0.033	1	18	62	------	------	------	Post DA 2
10	Combine	2.752	1	26	6,120	1, 2, 3,	------	------	Pre DA 1
11	Combine	1.513	1	15	2,664	5, 6,	------	------	Direct Discharge to Creek
12	Combine	4.364	1	16	7,711	7, 8,	------	------	Combined to Pond
13	Reservoir	1.389	1	39	7,658	12	1011.78	4,452	Routed Pond
14	Combine	2.045	1	30	10,322	11, 13	------	------	Combined to Creek

Hydrograph Report

Hyd. No. 1

Pre DA 1A

Hydrograph type	=	SCS Runoff	Peak discharge	=	2.209 cfs
Storm frequency	=	10 yrs	Time to peak	=	27 min
Time interval	=	1 min	Hyd. volume	=	4,792 cuft
Drainage area	=	1.600 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	13.90 min
Total precip.	=	2.87 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

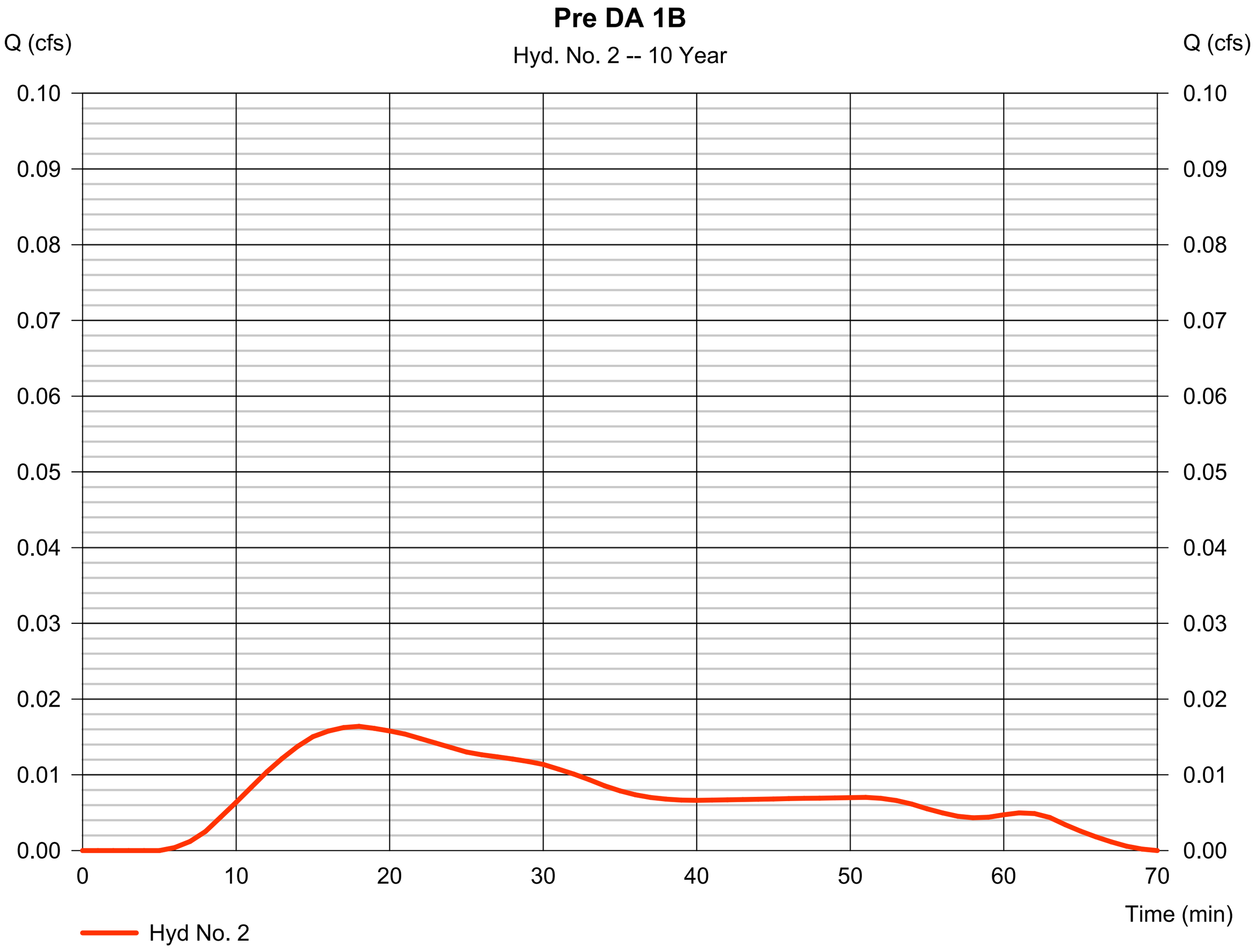


Hydrograph Report

Hyd. No. 2

Pre DA 1B

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.016 cfs
Storm frequency	=	10 yrs	Time to peak	=	18 min
Time interval	=	1 min	Hyd. volume	=	31 cuft
Drainage area	=	0.010 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	2.87 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

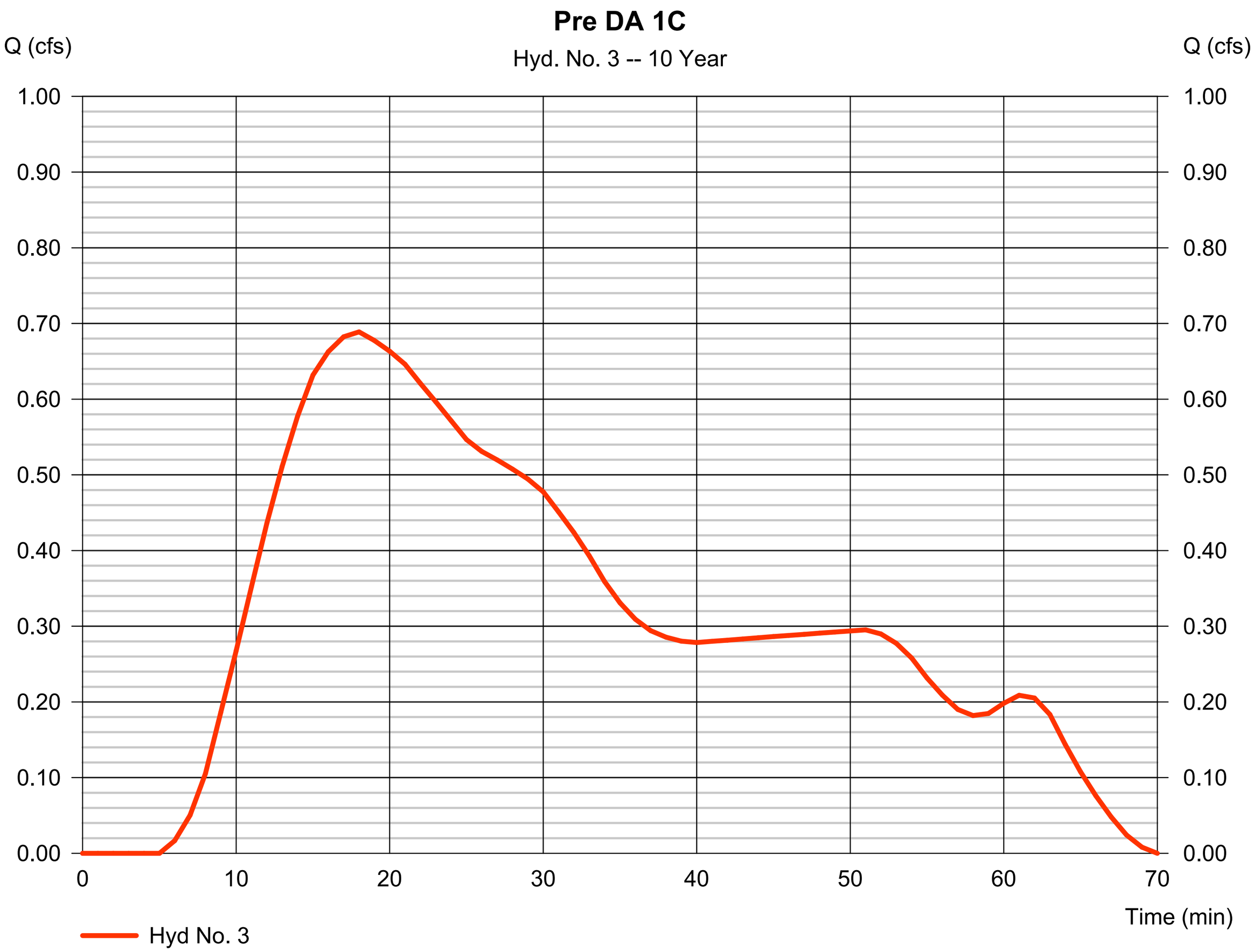


Hydrograph Report

Hyd. No. 3

Pre DA 1C

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.689 cfs
Storm frequency	=	10 yrs	Time to peak	=	18 min
Time interval	=	1 min	Hyd. volume	=	1,297 cuft
Drainage area	=	0.420 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	6.20 min
Total precip.	=	2.87 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

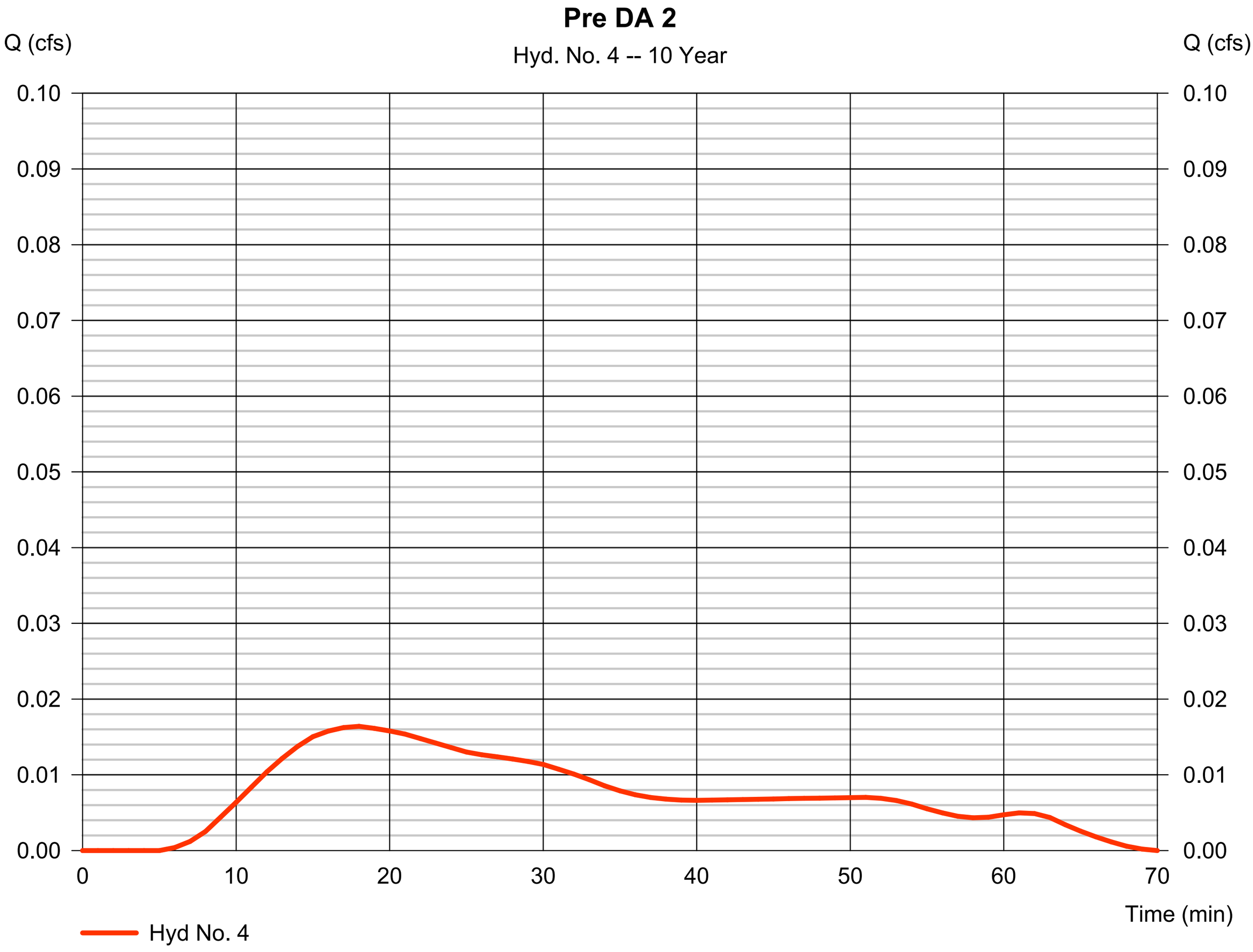


Hydrograph Report

Hyd. No. 4

Pre DA 2

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.016 cfs
Storm frequency	=	10 yrs	Time to peak	=	18 min
Time interval	=	1 min	Hyd. volume	=	31 cuft
Drainage area	=	0.010 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	2.87 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

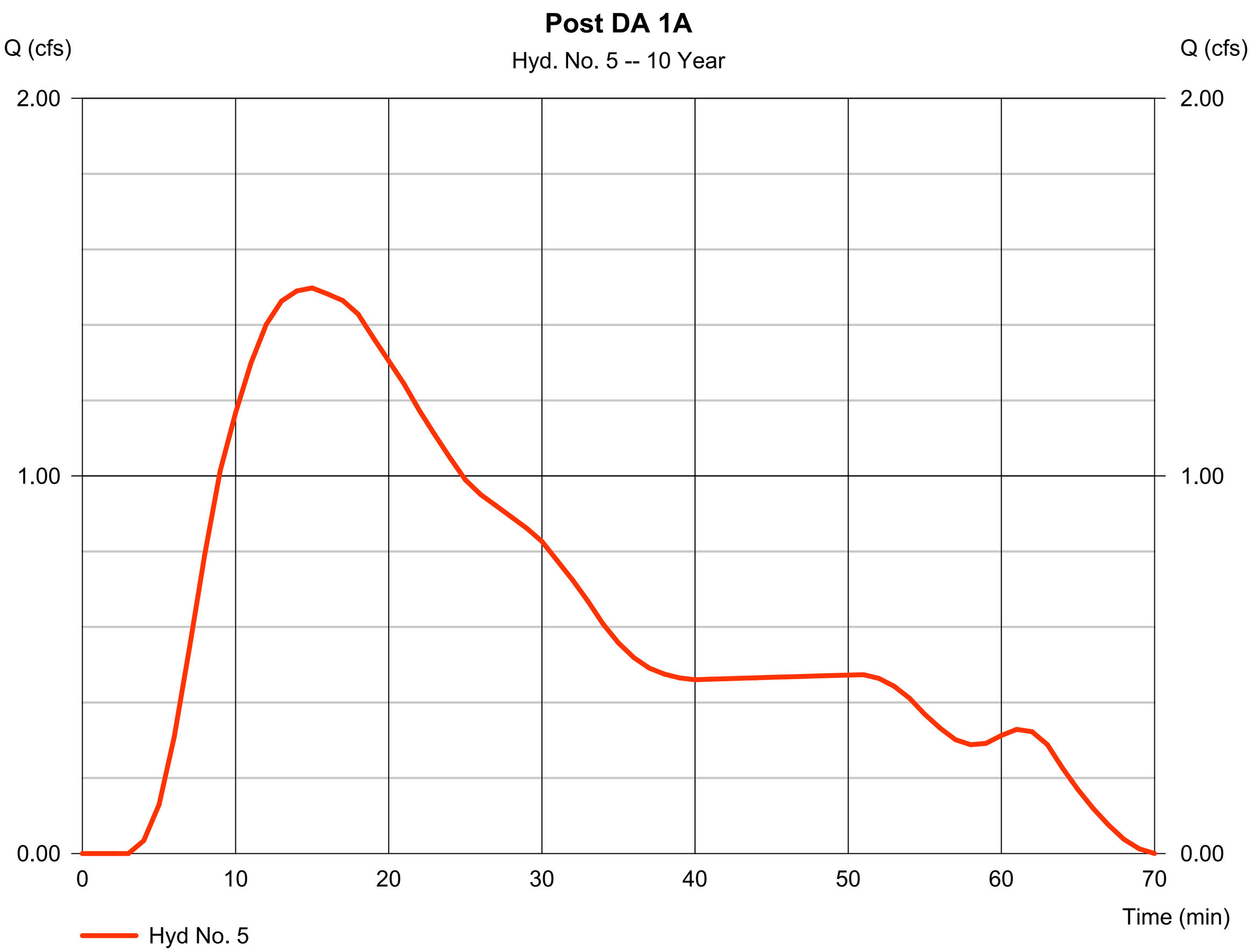


Hydrograph Report

Hyd. No. 5

Post DA 1A

Hydrograph type	=	SCS Runoff	Peak discharge	=	1.498 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	2,633 cuft
Drainage area	=	0.500 ac	Curve number	=	84
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	2.87 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

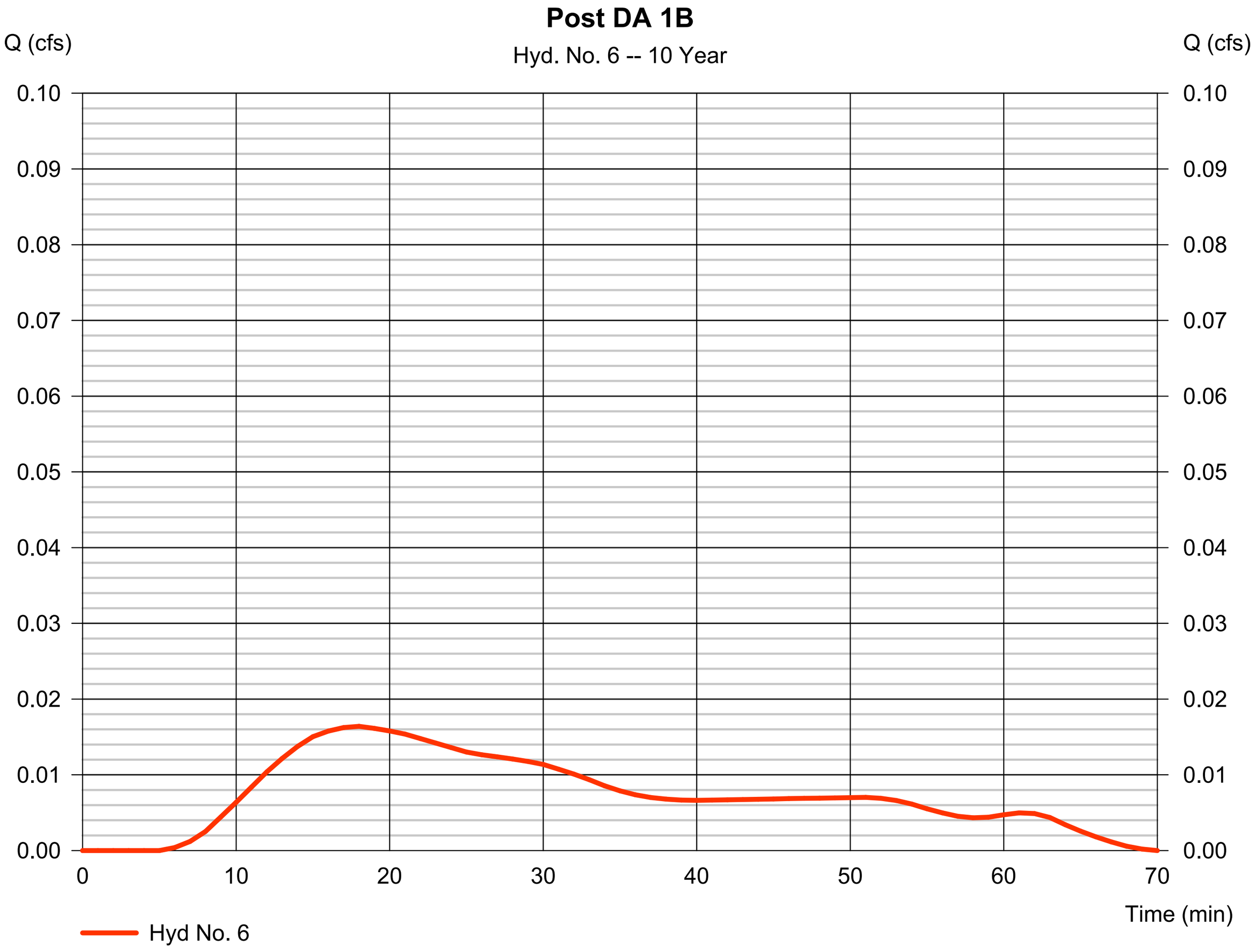


Hydrograph Report

Hyd. No. 6

Post DA 1B

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.016 cfs
Storm frequency	=	10 yrs	Time to peak	=	18 min
Time interval	=	1 min	Hyd. volume	=	31 cuft
Drainage area	=	0.010 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	2.87 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

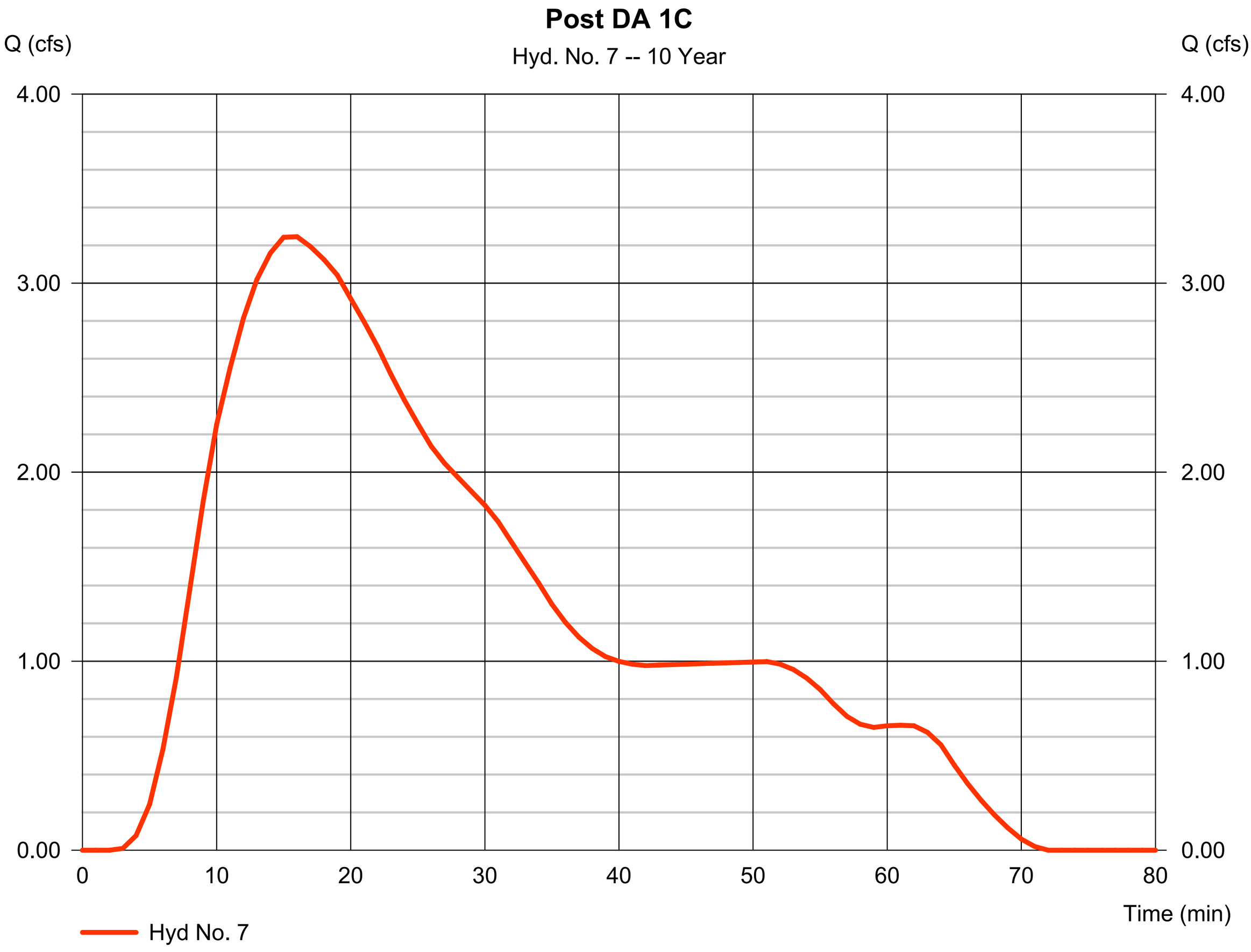


Hydrograph Report

Hyd. No. 7

Post DA 1C

Hydrograph type	=	SCS Runoff	Peak discharge	=	3.246 cfs
Storm frequency	=	10 yrs	Time to peak	=	16 min
Time interval	=	1 min	Hyd. volume	=	5,703 cuft
Drainage area	=	1.090 ac	Curve number	=	85
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	7.30 min
Total precip.	=	2.87 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

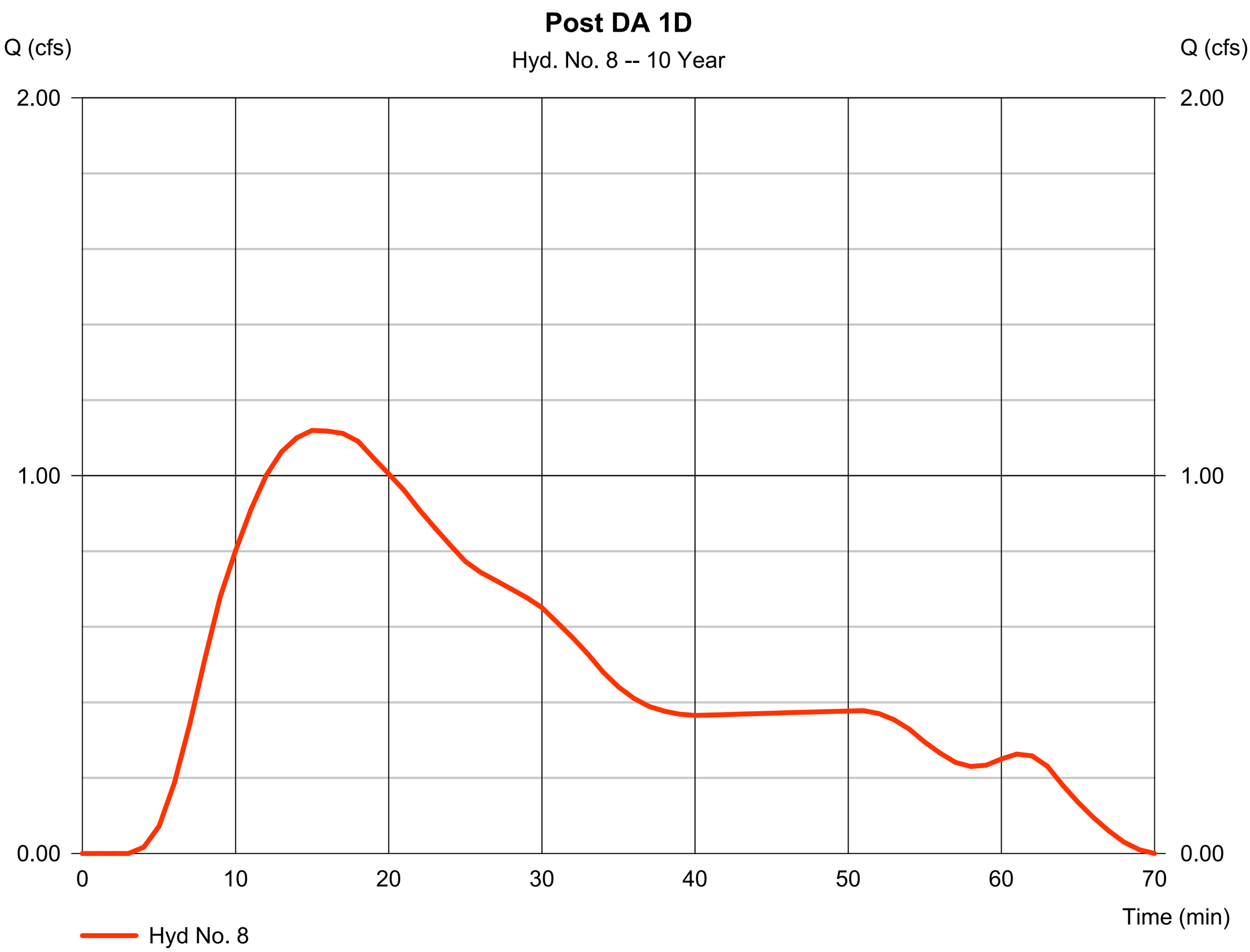


Hydrograph Report

Hyd. No. 8

Post DA 1D

Hydrograph type	=	SCS Runoff	Peak discharge	=	1.120 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	2,008 cuft
Drainage area	=	0.420 ac	Curve number	=	82
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	2.87 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

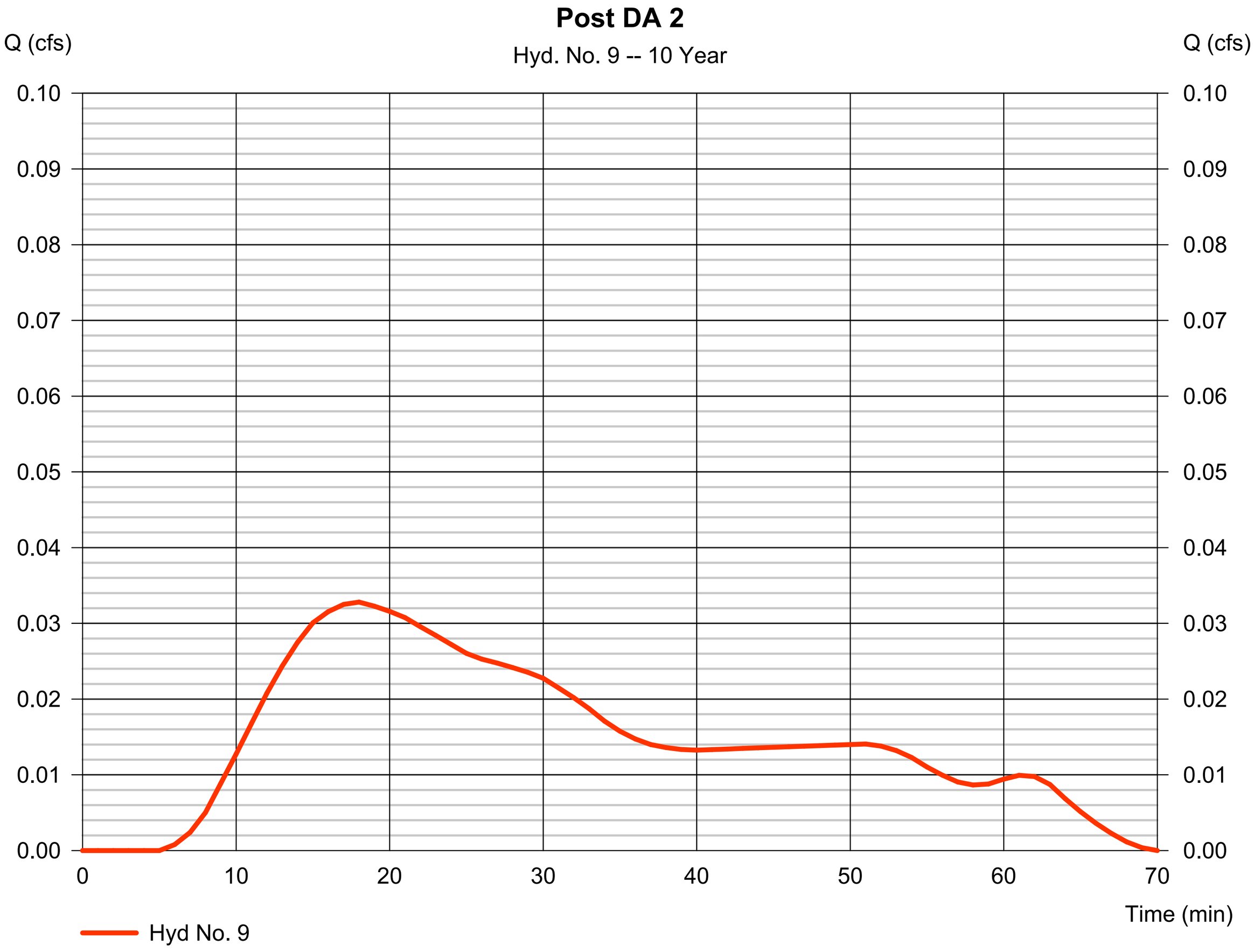


Hydrograph Report

Hyd. No. 9

Post DA 2

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.033 cfs
Storm frequency	=	10 yrs	Time to peak	=	18 min
Time interval	=	1 min	Hyd. volume	=	62 cuft
Drainage area	=	0.020 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	2.87 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

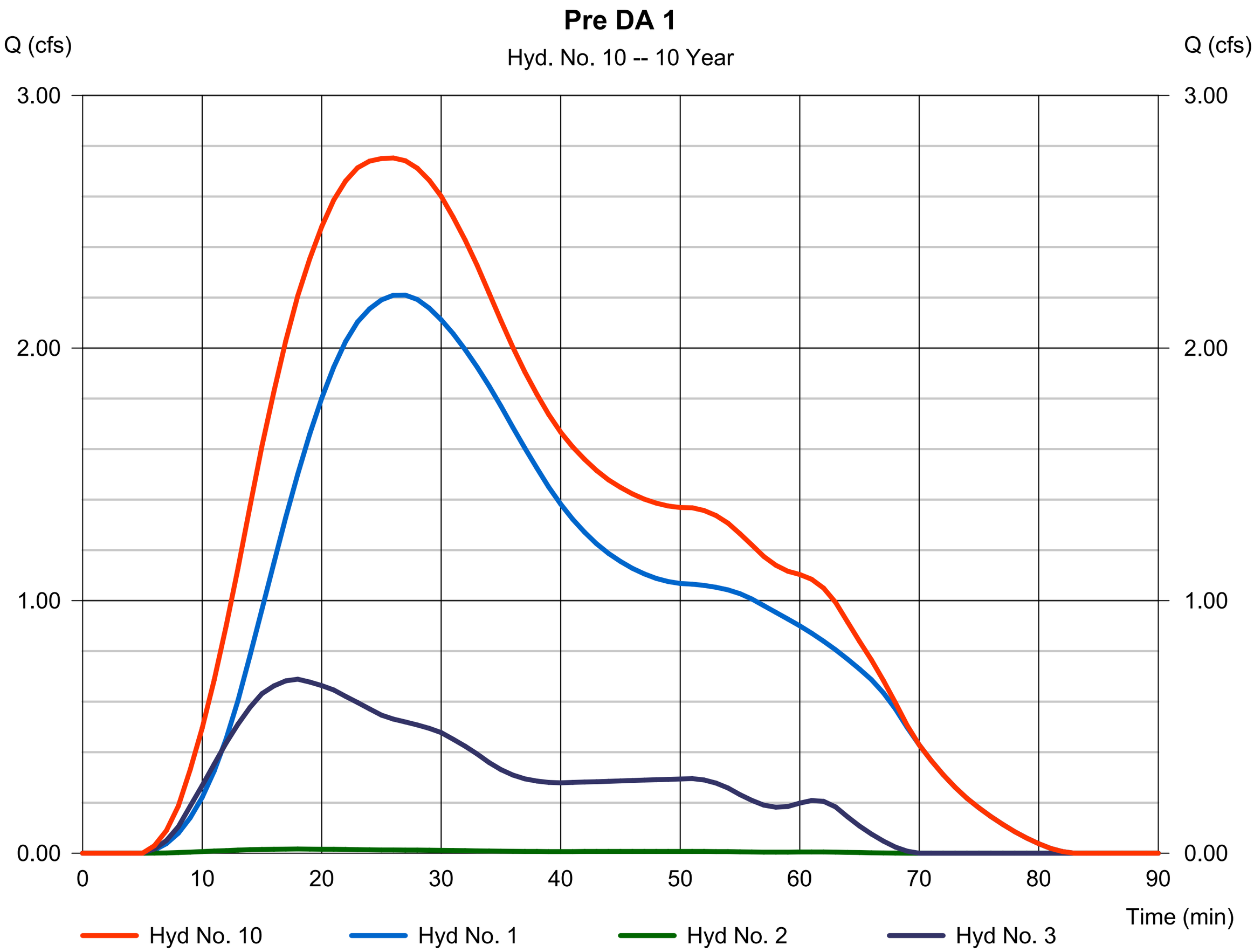


Hydrograph Report

Hyd. No. 10

Pre DA 1

Hydrograph type	= Combine	Peak discharge	= 2.752 cfs
Storm frequency	= 10 yrs	Time to peak	= 26 min
Time interval	= 1 min	Hyd. volume	= 6,120 cuft
Inflow hyds.	= 1, 2, 3	Contrib. drain. area	= 2.030 ac

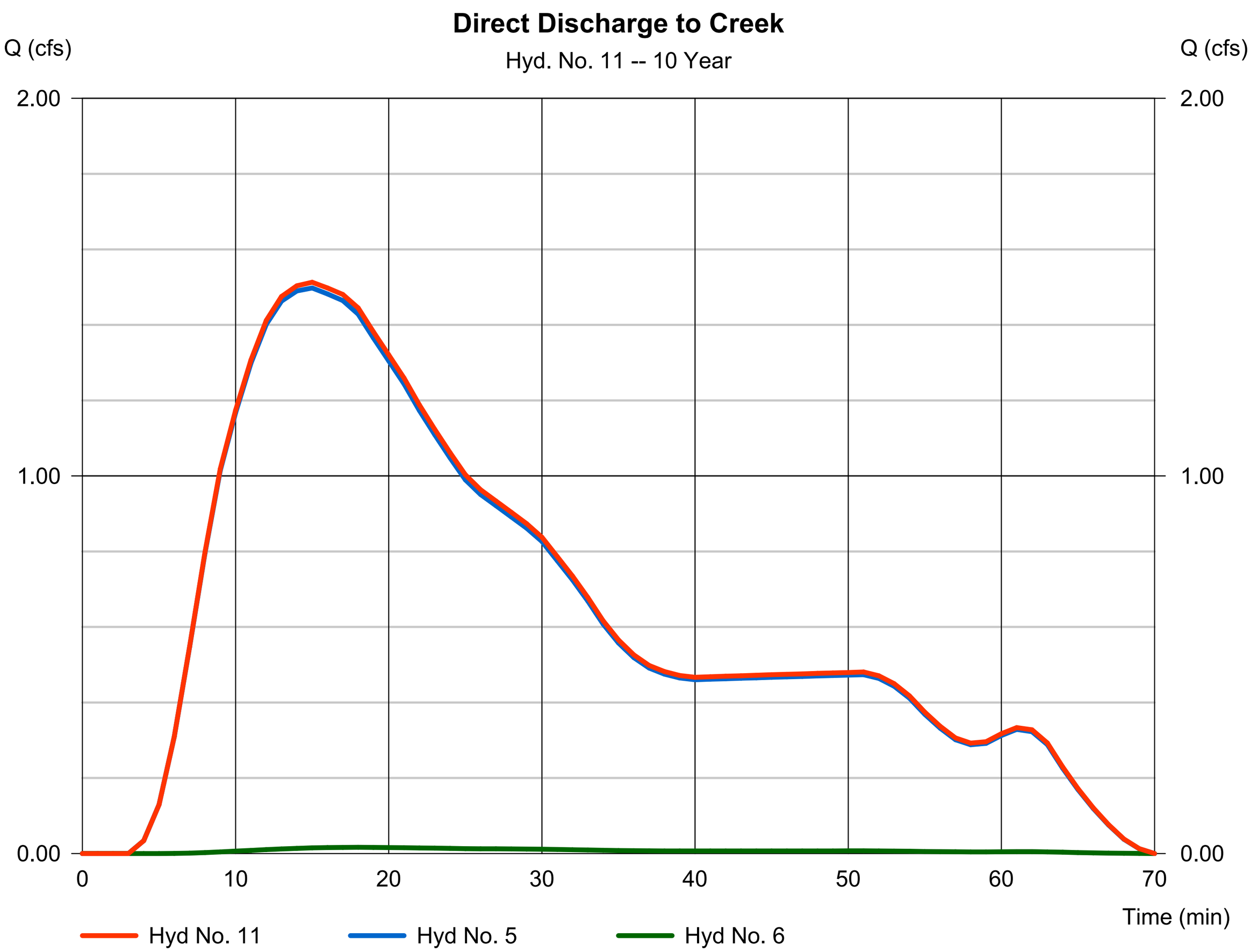


Hydrograph Report

Hyd. No. 11

Direct Discharge to Creek

Hydrograph type	=	Combine	Peak discharge	=	1.513 cfs
Storm frequency	=	10 yrs	Time to peak	=	15 min
Time interval	=	1 min	Hyd. volume	=	2,664 cuft
Inflow hyds.	=	5, 6	Contrib. drain. area	=	0.510 ac

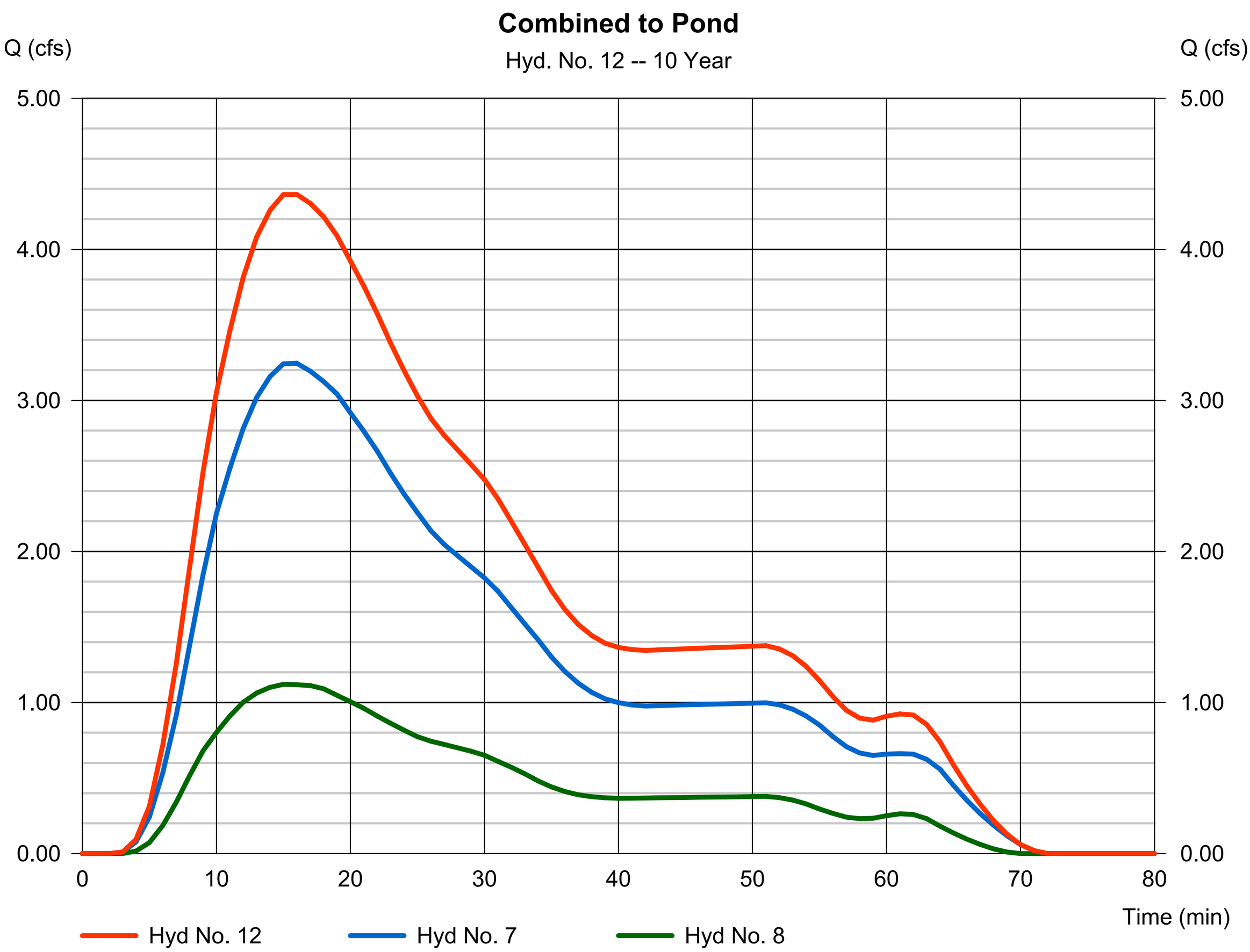


Hydrograph Report

Hyd. No. 12

Combined to Pond

Hydrograph type	=	Combine	Peak discharge	=	4.364 cfs
Storm frequency	=	10 yrs	Time to peak	=	16 min
Time interval	=	1 min	Hyd. volume	=	7,711 cuft
Inflow hyds.	=	7, 8	Contrib. drain. area	=	1.510 ac



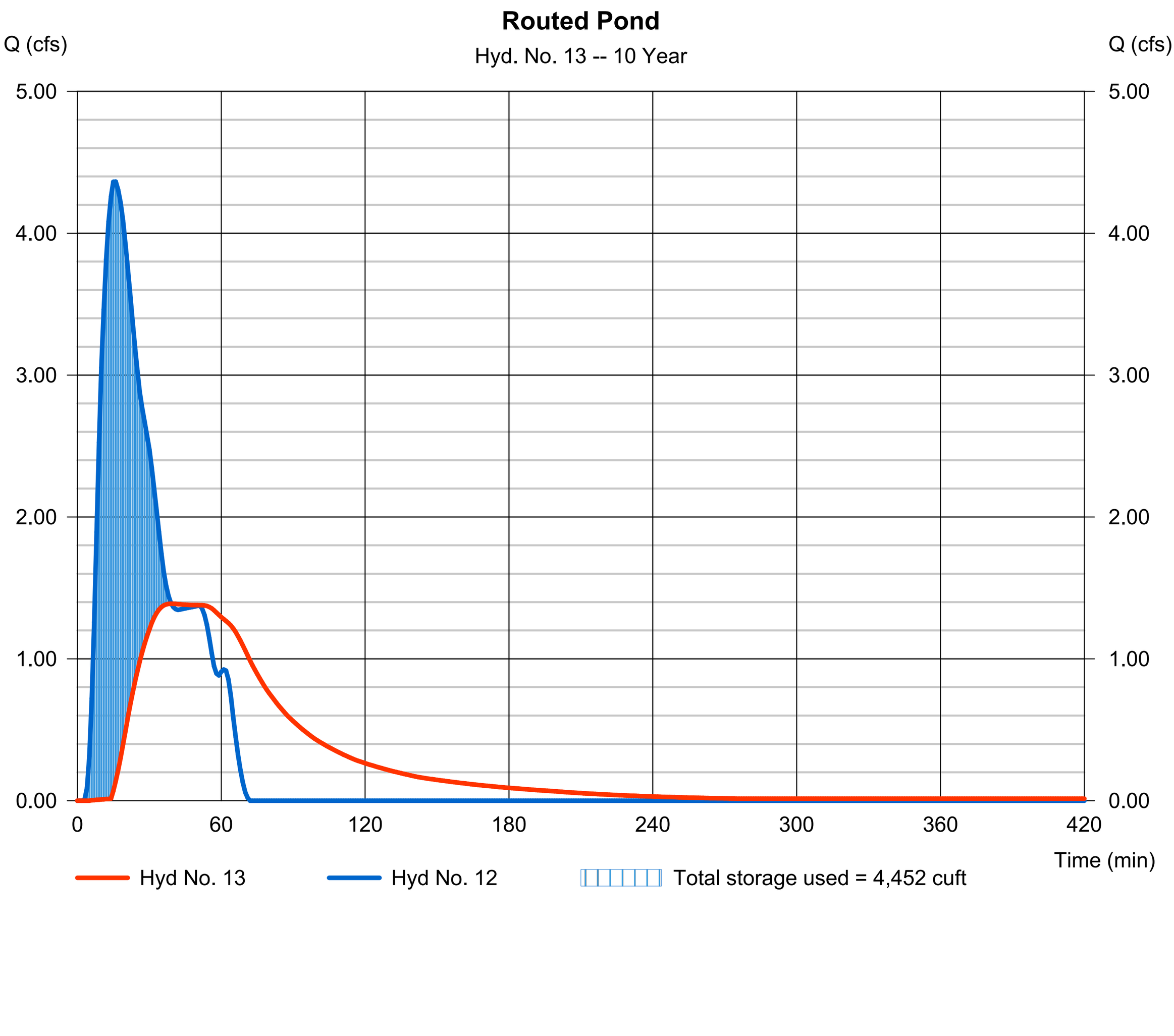
Hydrograph Report

Hyd. No. 13

Routed Pond

Hydrograph type	=	Reservoir	Peak discharge	=	1.389 cfs
Storm frequency	=	10 yrs	Time to peak	=	39 min
Time interval	=	1 min	Hyd. volume	=	7,658 cuft
Inflow hyd. No.	=	12 - Combined to Pond	Max. Elevation	=	1011.78 ft
Reservoir name	=	Detention Pond	Max. Storage	=	4,452 cuft

Storage Indication method used.

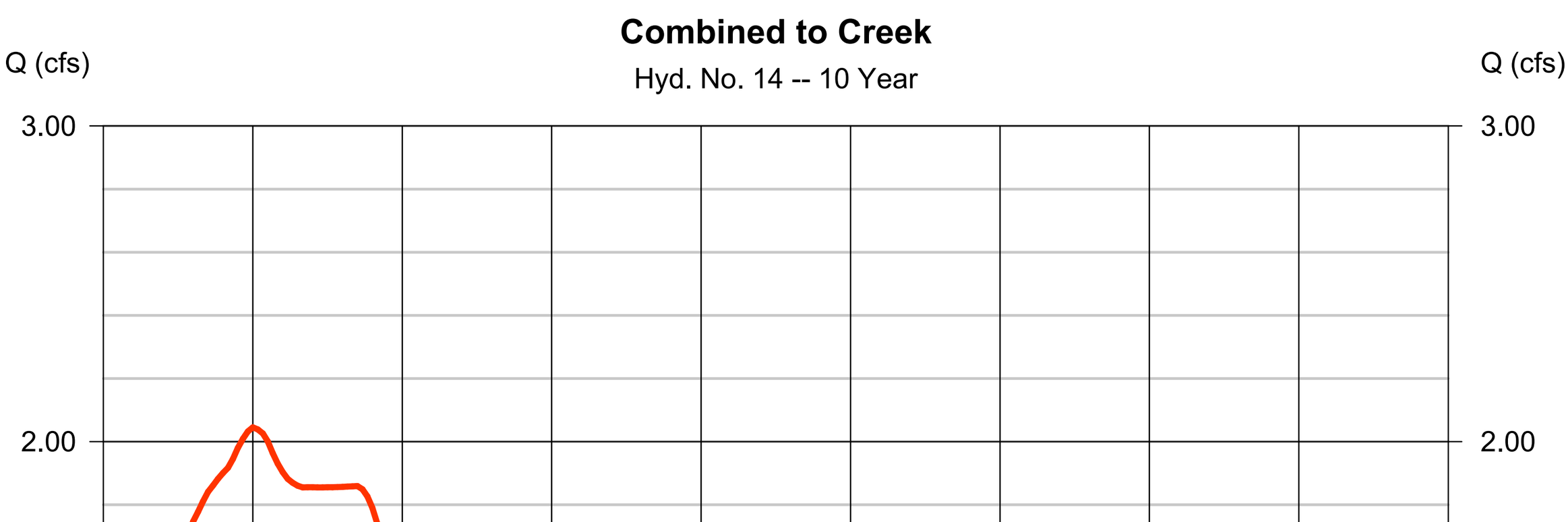


Hydrograph Report

Hyd. No. 14

Combined to Creek

Hydrograph type	=	Combine	Peak discharge	=	2.045 cfs
Storm frequency	=	10 yrs	Time to peak	=	30 min
Time interval	=	1 min	Hyd. volume	=	10,322 cuft
Inflow hyds.	=	11, 13	Contrib. drain. area	=	0.000 ac



Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

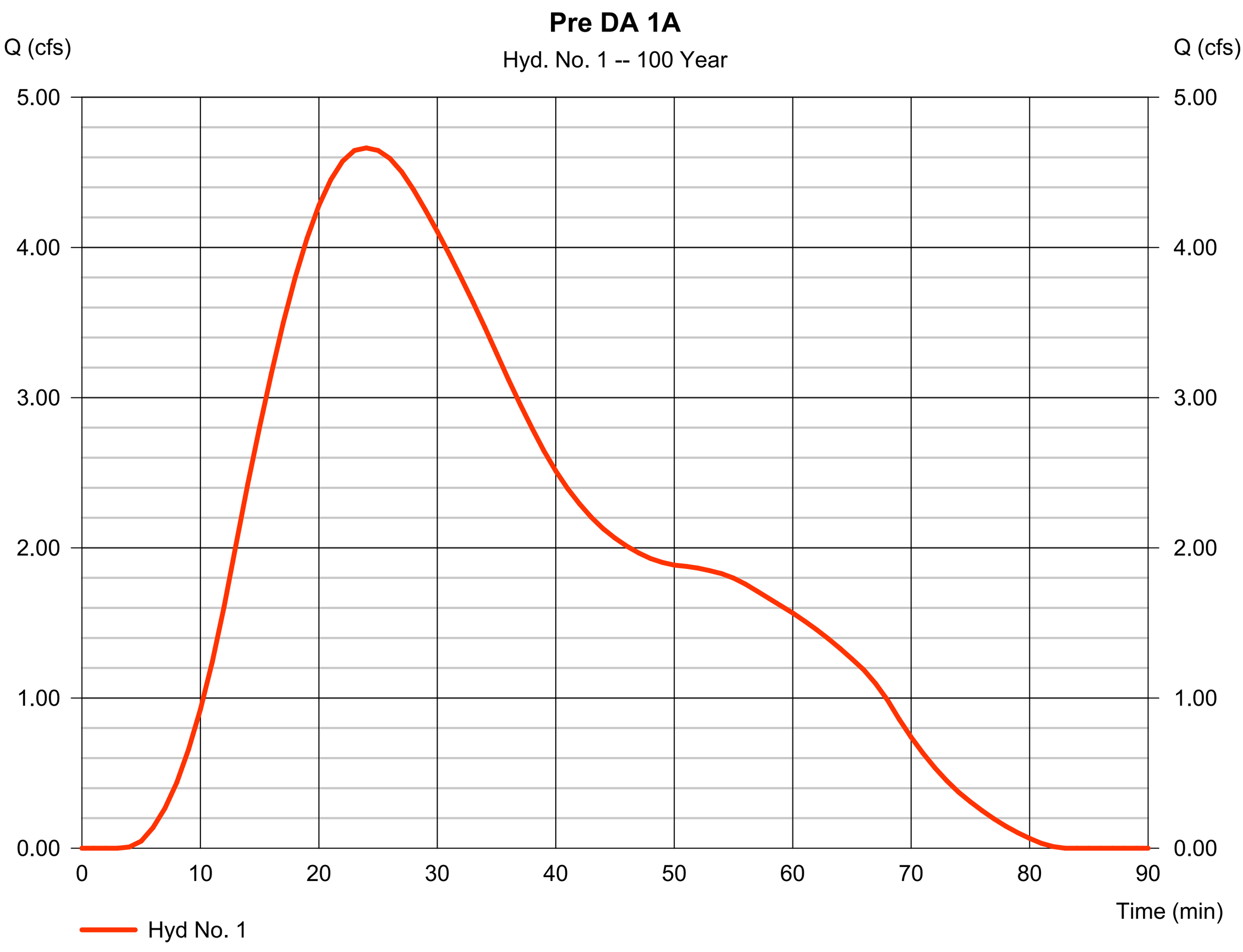
Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	4.663	1	24	9,696	------	------	------	Pre DA 1A
2	SCS Runoff	0.034	1	17	62	------	------	------	Pre DA 1B
3	SCS Runoff	1.446	1	17	2,625	------	------	------	Pre DA 1C
4	SCS Runoff	0.034	1	17	62	------	------	------	Pre DA 2
5	SCS Runoff	2.750	1	13	4,600	------	------	------	Post DA 1A
6	SCS Runoff	0.034	1	17	62	------	------	------	Post DA 1B
7	SCS Runoff	5.859	1	14	9,812	------	------	------	Post DA 1C
8	SCS Runoff	2.098	1	13	3,598	------	------	------	Post DA 1D
9	SCS Runoff	0.069	1	17	125	------	------	------	Post DA 2
10	Combine	5.819	1	23	12,383	1, 2, 3,	------	------	Pre DA 1
11	Combine	2.781	1	13	4,663	5, 6,	------	------	Direct Discharge to Creek
12	Combine	7.954	1	14	13,411	7, 8,	------	------	Combined to Pond
13	Reservoir	2.950	1	34	13,353	12	1012.36	6,943	Routed Pond
14	Combine	4.224	1	29	18,016	11, 13	------	------	Combined to Creek

Hydrograph Report

Hyd. No. 1

Pre DA 1A

Hydrograph type	=	SCS Runoff	Peak discharge	=	4.663 cfs
Storm frequency	=	100 yrs	Time to peak	=	24 min
Time interval	=	1 min	Hyd. volume	=	9,696 cuft
Drainage area	=	1.600 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	13.90 min
Total precip.	=	4.10 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

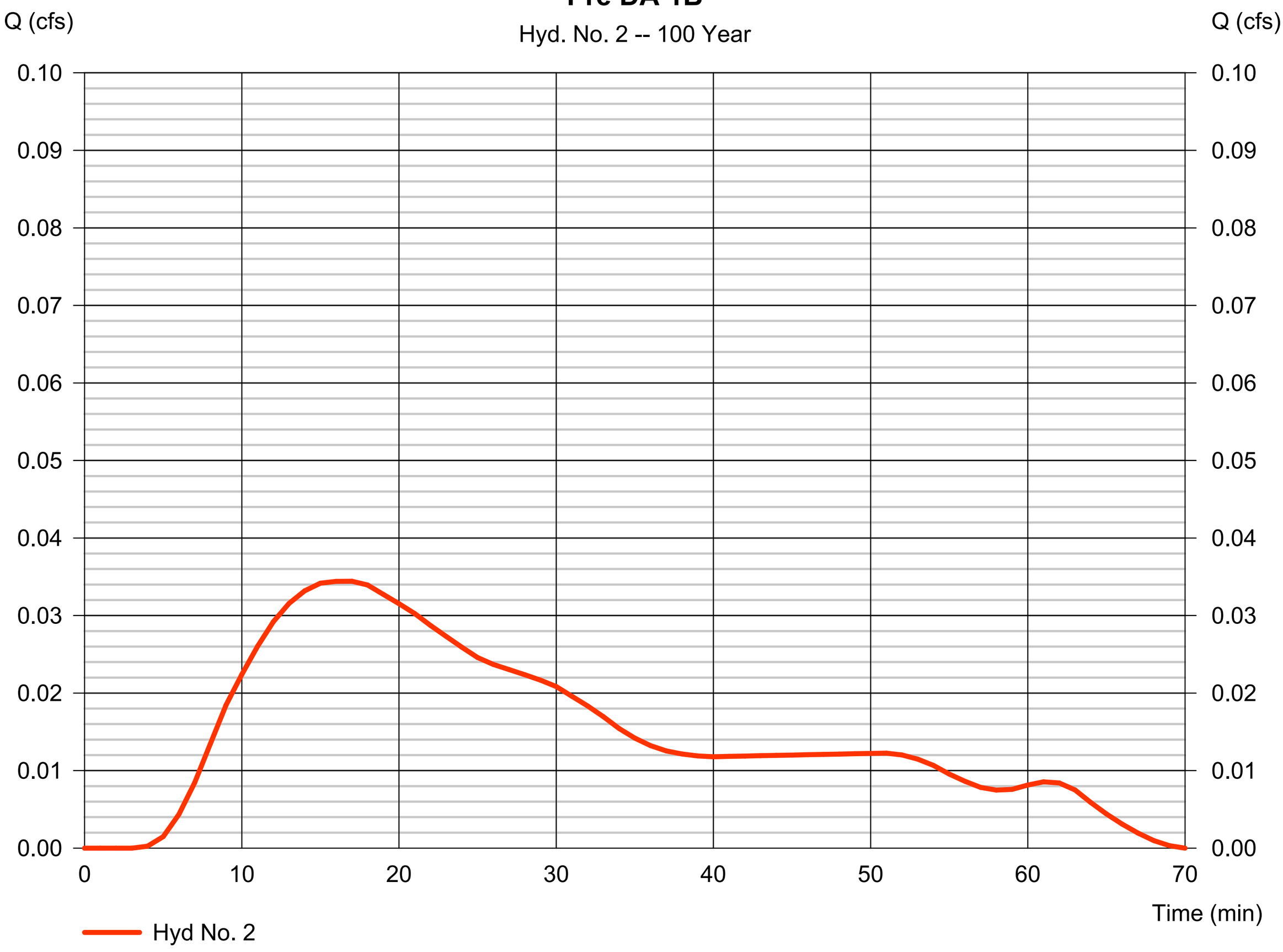


Hydrograph Report

Hyd. No. 2

Pre DA 1B

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.034 cfs
Storm frequency	=	100 yrs	Time to peak	=	17 min
Time interval	=	1 min	Hyd. volume	=	62 cuft
Drainage area	=	0.010 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	4.10 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

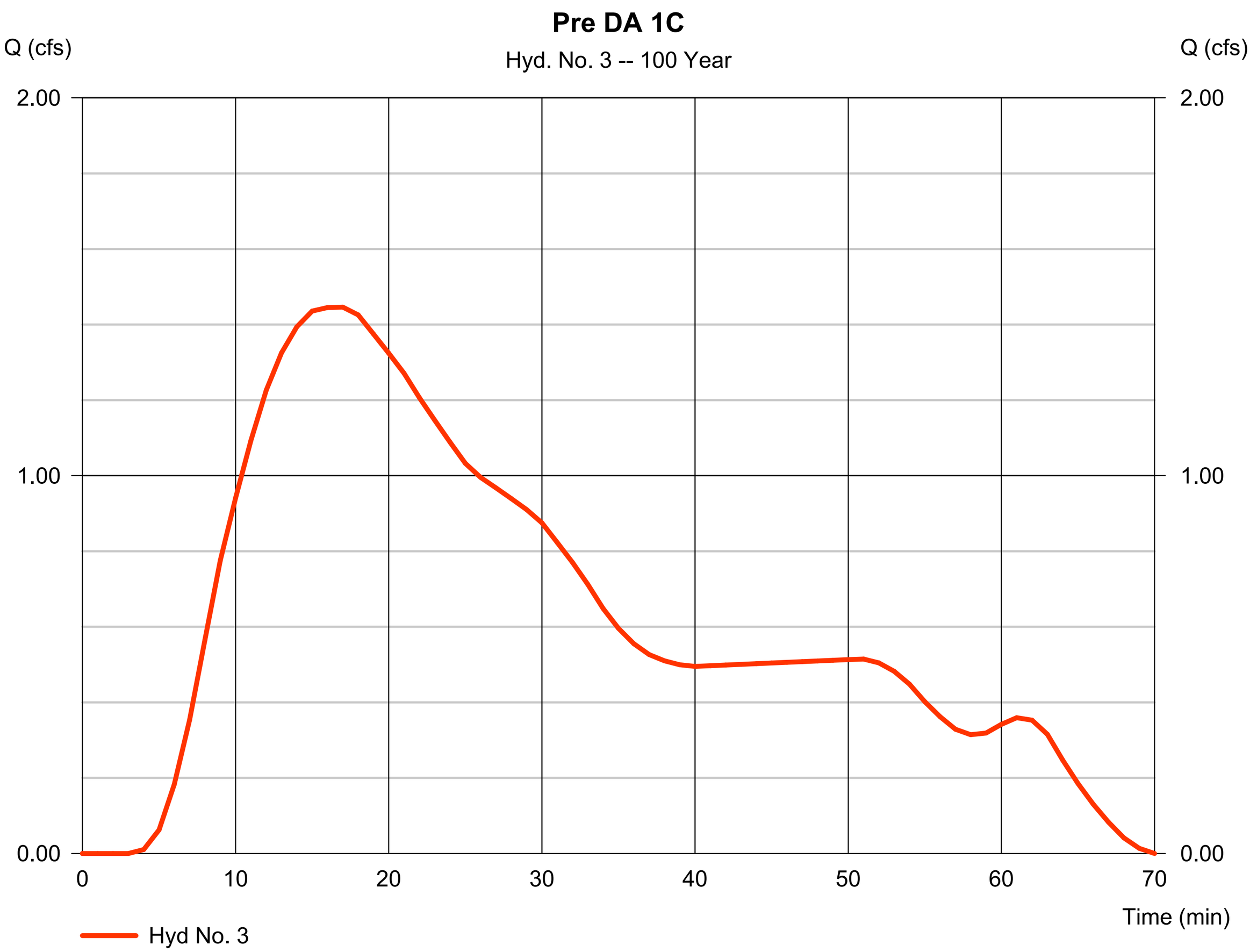


Hydrograph Report

Hyd. No. 3

Pre DA 1C

Hydrograph type	=	SCS Runoff	Peak discharge	=	1.446 cfs
Storm frequency	=	100 yrs	Time to peak	=	17 min
Time interval	=	1 min	Hyd. volume	=	2,625 cuft
Drainage area	=	0.420 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	6.20 min
Total precip.	=	4.10 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

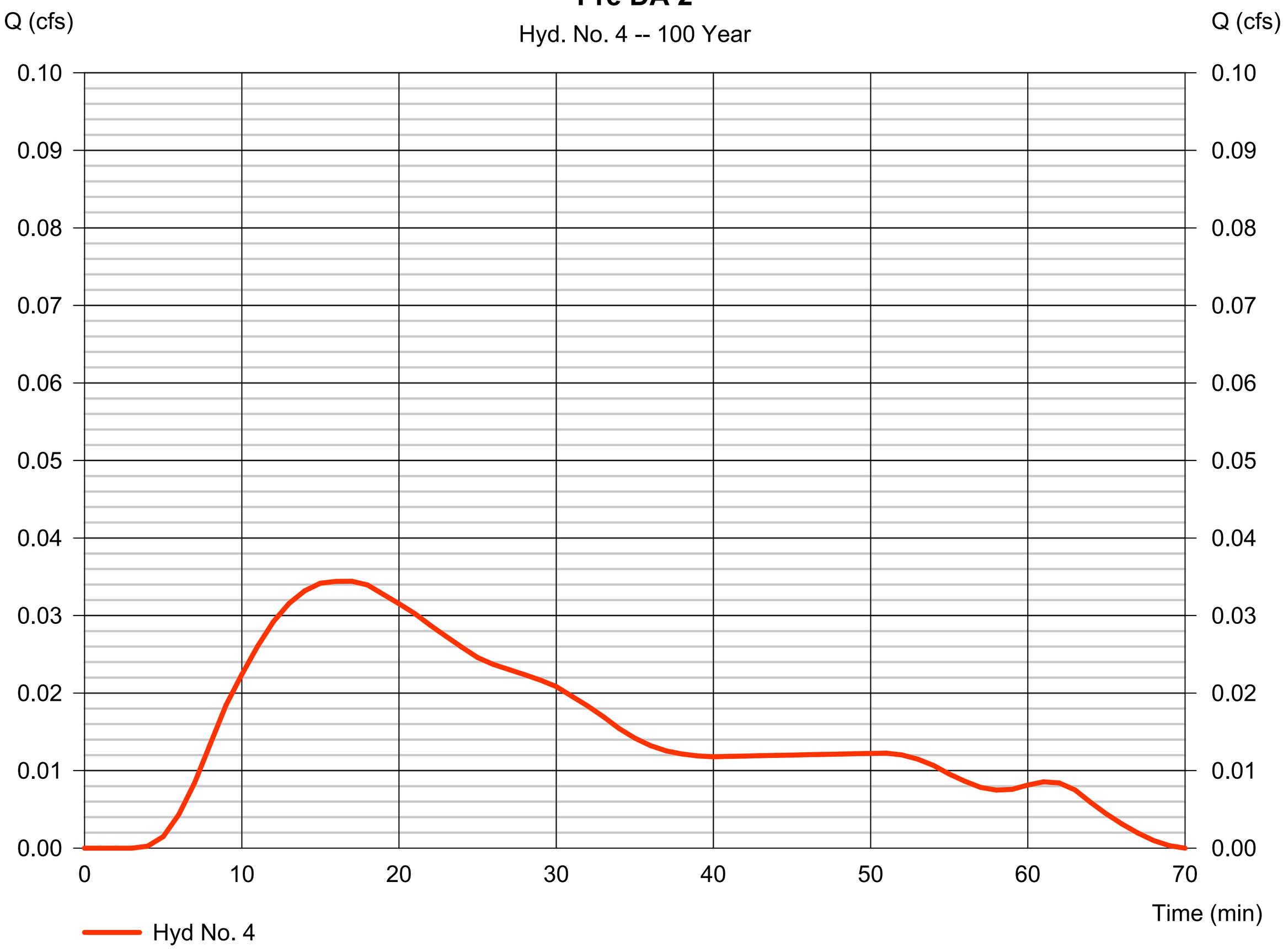


Hydrograph Report

Hyd. No. 4

Pre DA 2

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.034 cfs
Storm frequency	=	100 yrs	Time to peak	=	17 min
Time interval	=	1 min	Hyd. volume	=	62 cuft
Drainage area	=	0.010 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	4.10 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

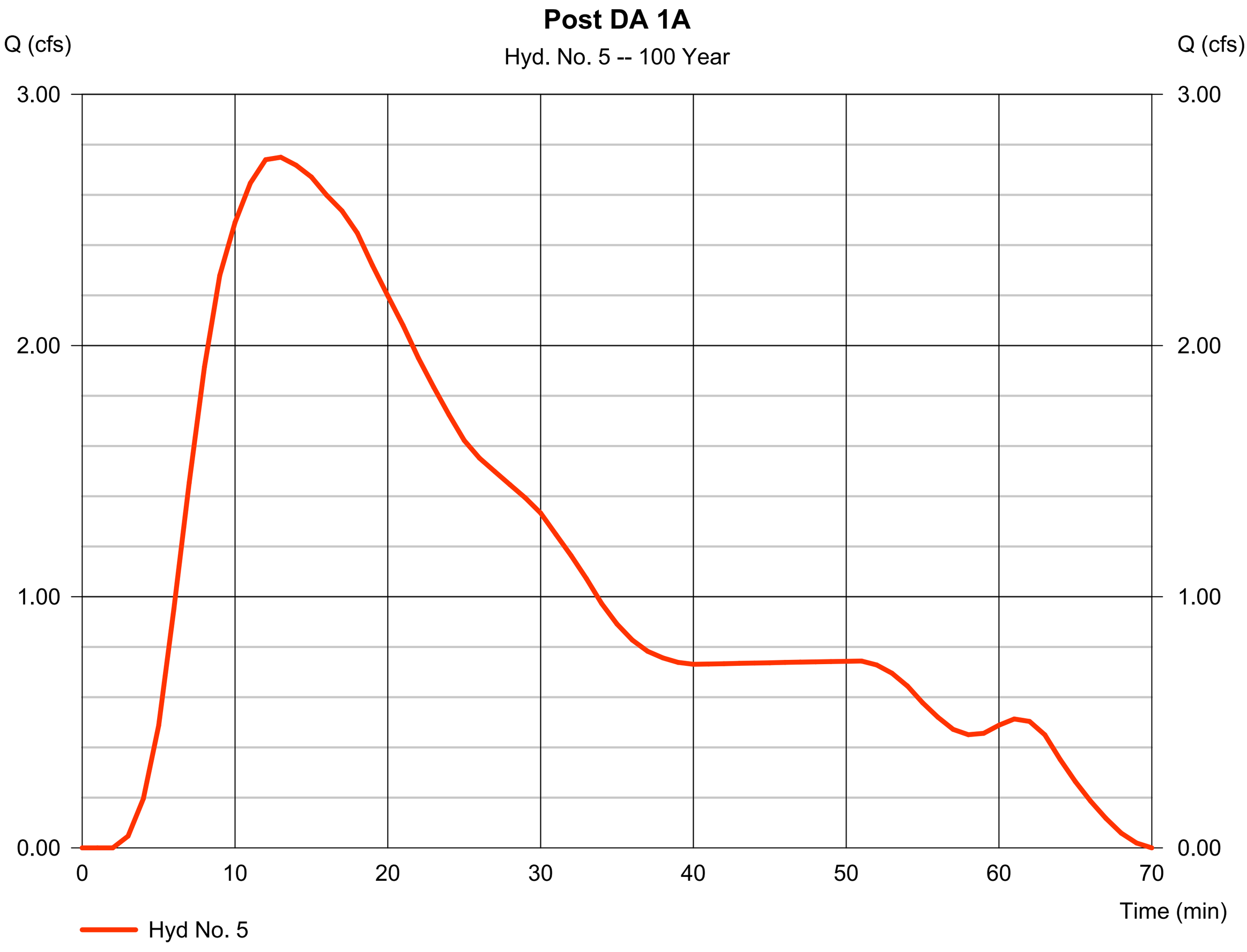


Hydrograph Report

Hyd. No. 5

Post DA 1A

Hydrograph type	=	SCS Runoff	Peak discharge	=	2.750 cfs
Storm frequency	=	100 yrs	Time to peak	=	13 min
Time interval	=	1 min	Hyd. volume	=	4,600 cuft
Drainage area	=	0.500 ac	Curve number	=	84
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	4.10 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

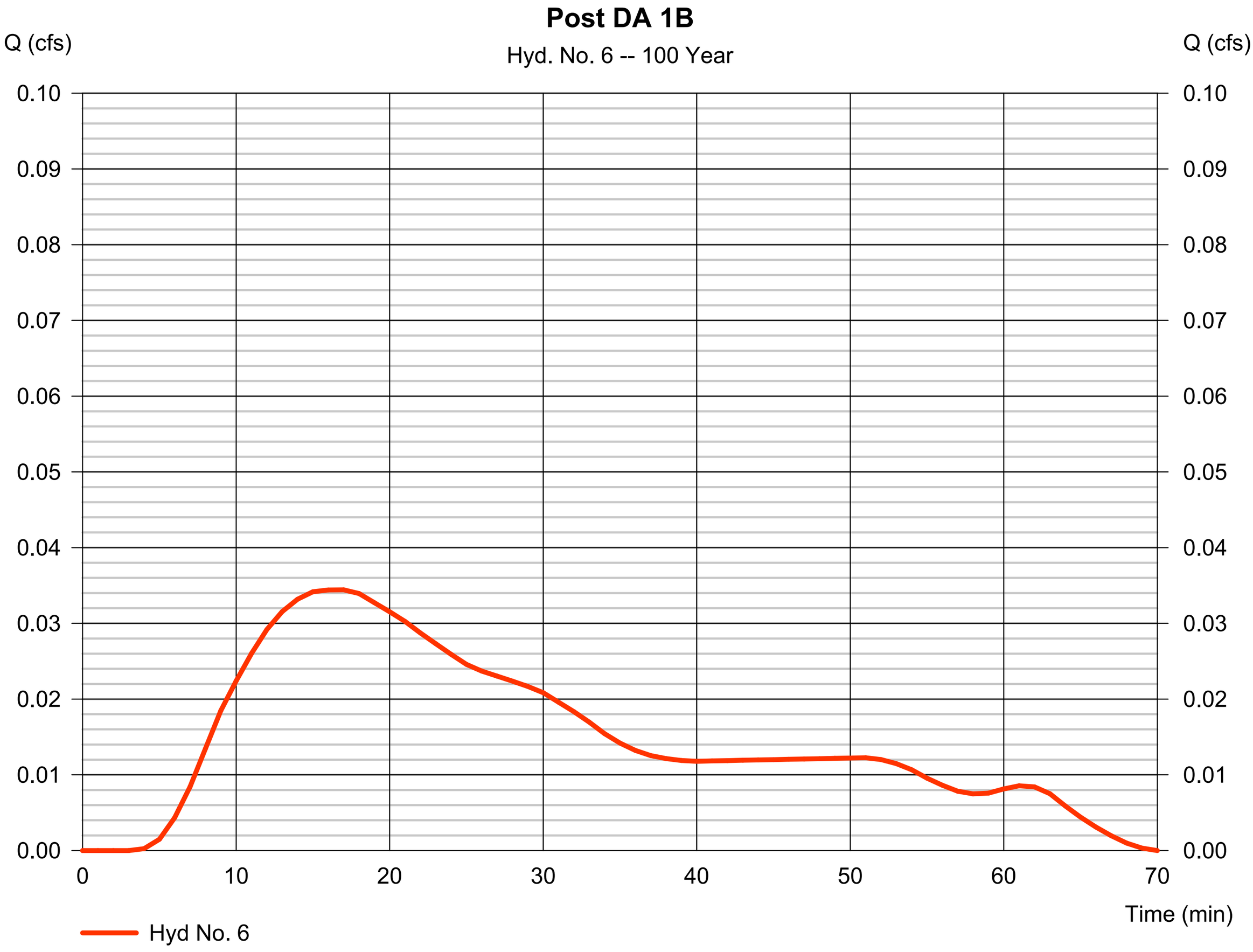


Hydrograph Report

Hyd. No. 6

Post DA 1B

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.034 cfs
Storm frequency	=	100 yrs	Time to peak	=	17 min
Time interval	=	1 min	Hyd. volume	=	62 cuft
Drainage area	=	0.010 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	4.10 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

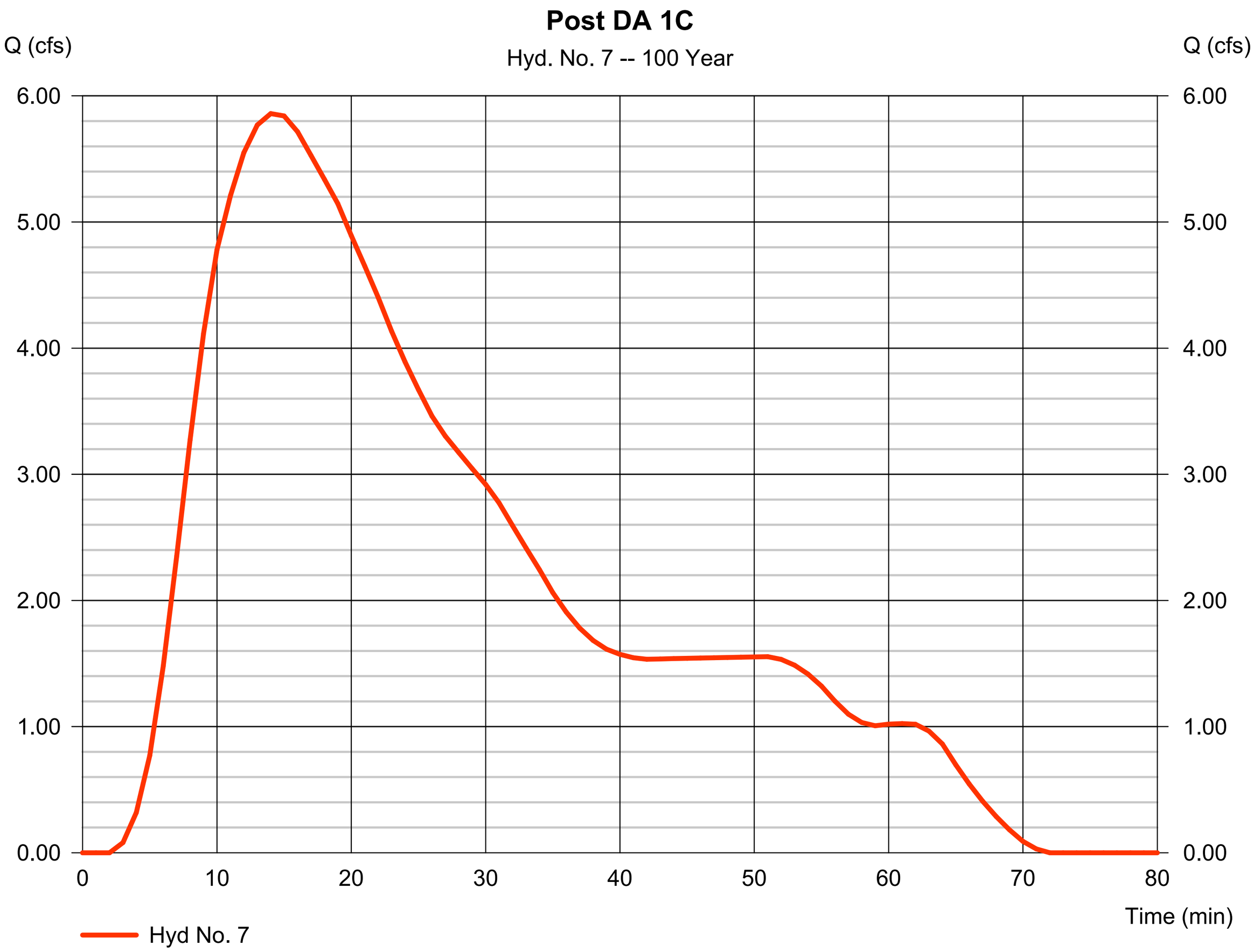


Hydrograph Report

Hyd. No. 7

Post DA 1C

Hydrograph type	=	SCS Runoff	Peak discharge	=	5.859 cfs
Storm frequency	=	100 yrs	Time to peak	=	14 min
Time interval	=	1 min	Hyd. volume	=	9,812 cuft
Drainage area	=	1.090 ac	Curve number	=	85
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	TR55	Time of conc. (Tc)	=	7.30 min
Total precip.	=	4.10 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

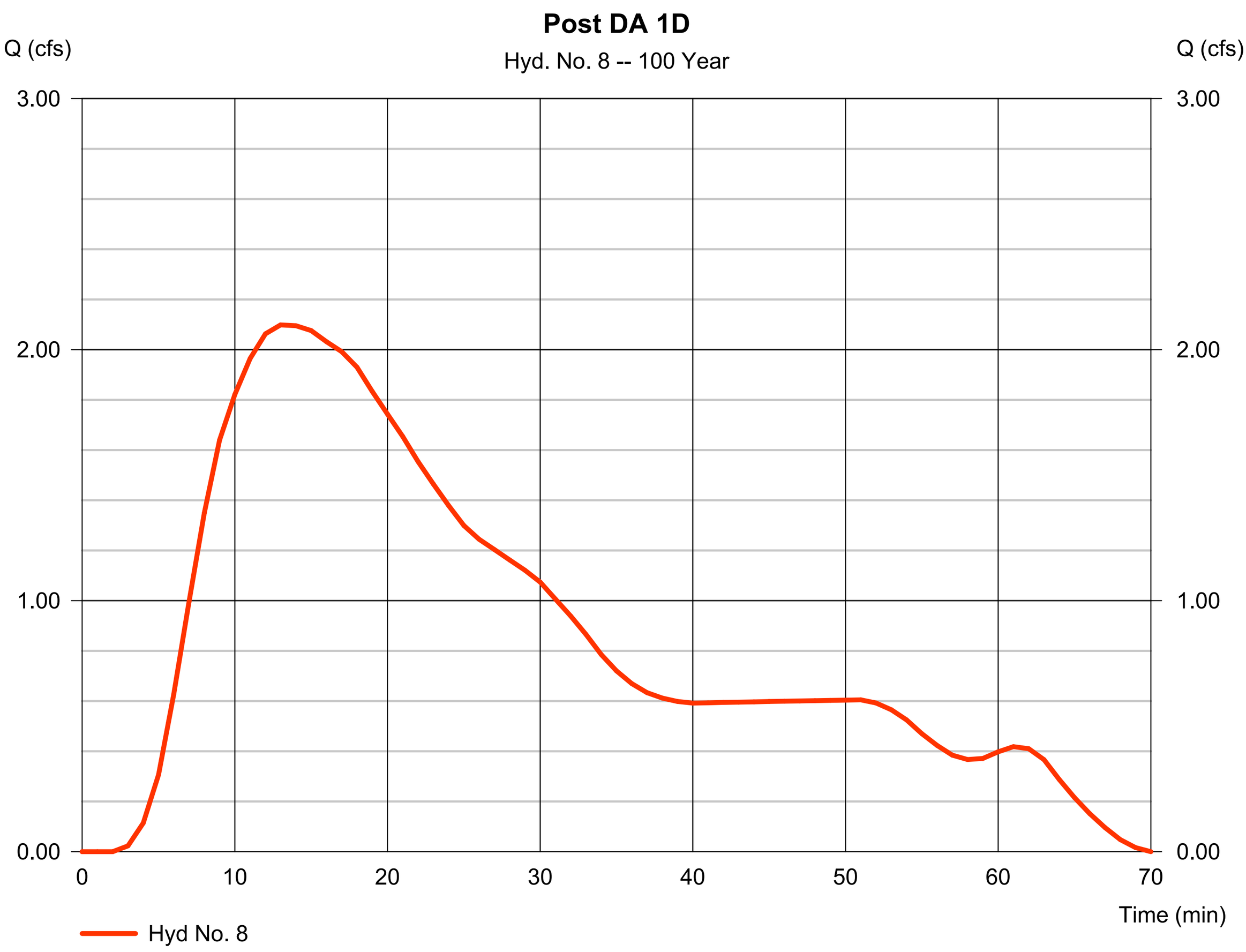


Hydrograph Report

Hyd. No. 8

Post DA 1D

Hydrograph type	=	SCS Runoff	Peak discharge	=	2.098 cfs
Storm frequency	=	100 yrs	Time to peak	=	13 min
Time interval	=	1 min	Hyd. volume	=	3,598 cuft
Drainage area	=	0.420 ac	Curve number	=	82
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	4.10 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

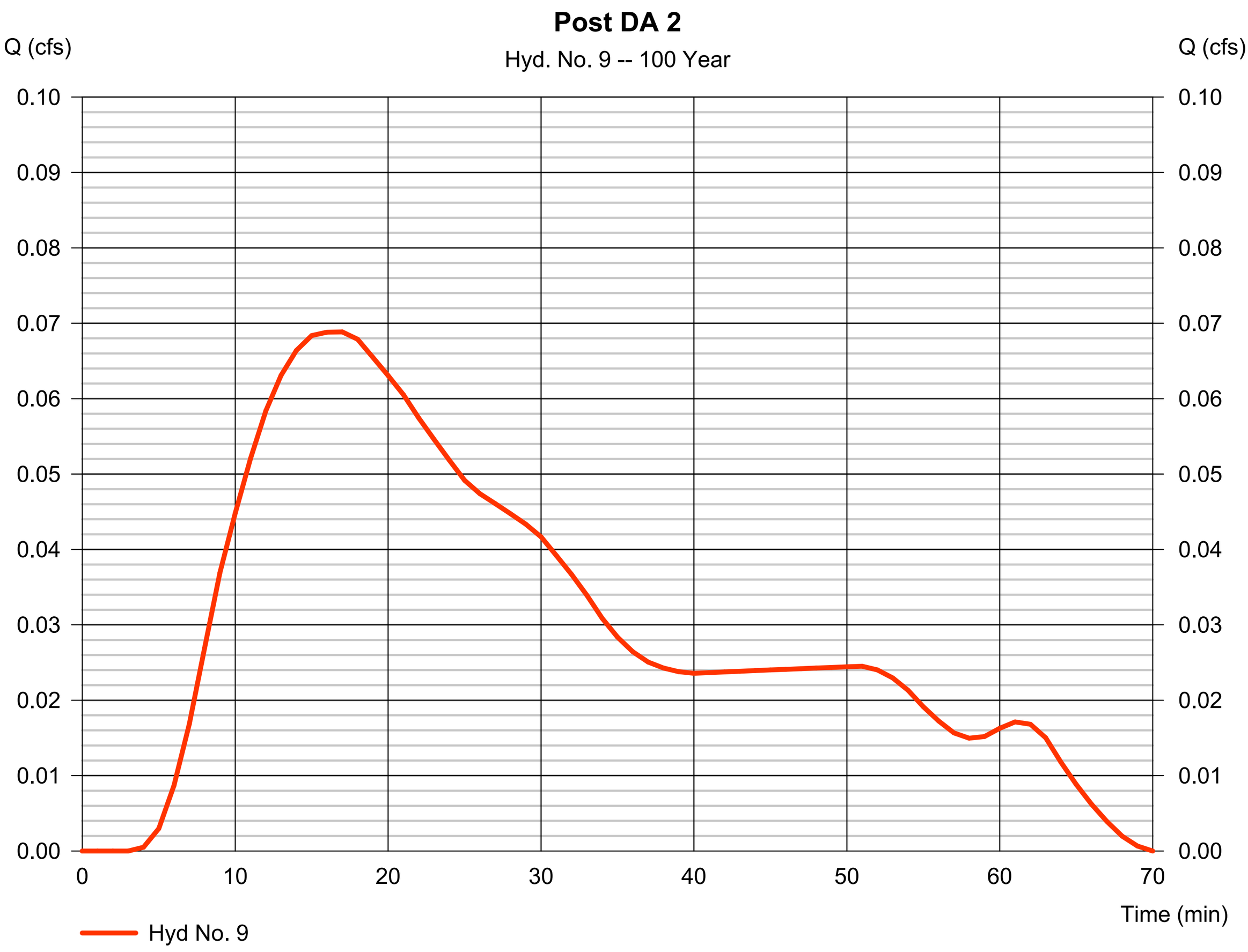


Hydrograph Report

Hyd. No. 9

Post DA 2

Hydrograph type	=	SCS Runoff	Peak discharge	=	0.069 cfs
Storm frequency	=	100 yrs	Time to peak	=	17 min
Time interval	=	1 min	Hyd. volume	=	125 cuft
Drainage area	=	0.020 ac	Curve number	=	74
Basin Slope	=	0.0 %	Hydraulic length	=	0 ft
Tc method	=	User	Time of conc. (Tc)	=	5.00 min
Total precip.	=	4.10 in	Distribution	=	Huff-1st
Storm duration	=	1.00 hrs	Shape factor	=	484

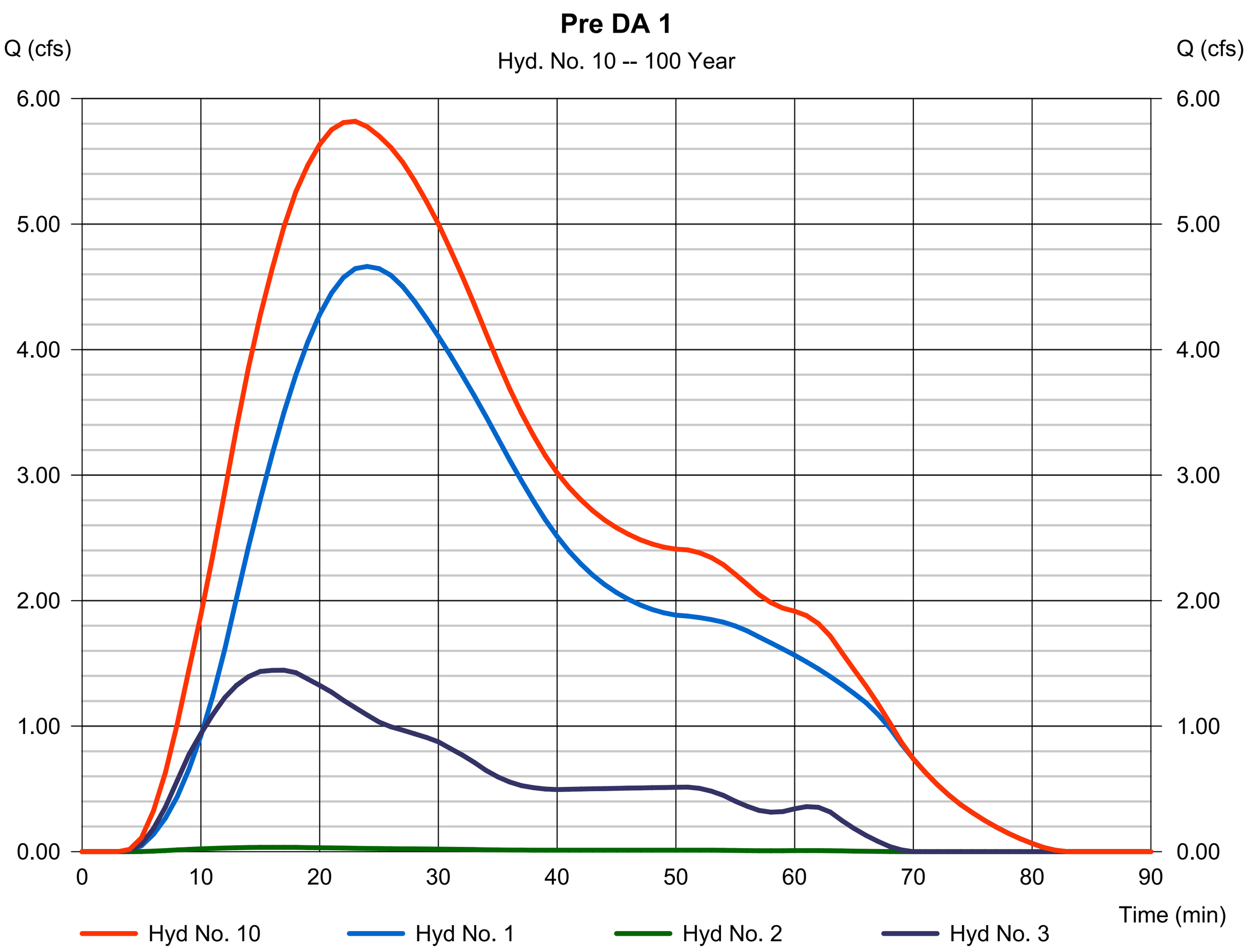


Hydrograph Report

Hyd. No. 10

Pre DA 1

Hydrograph type	= Combine	Peak discharge	= 5.819 cfs
Storm frequency	= 100 yrs	Time to peak	= 23 min
Time interval	= 1 min	Hyd. volume	= 12,383 cuft
Inflow hyds.	= 1, 2, 3	Contrib. drain. area	= 2.030 ac

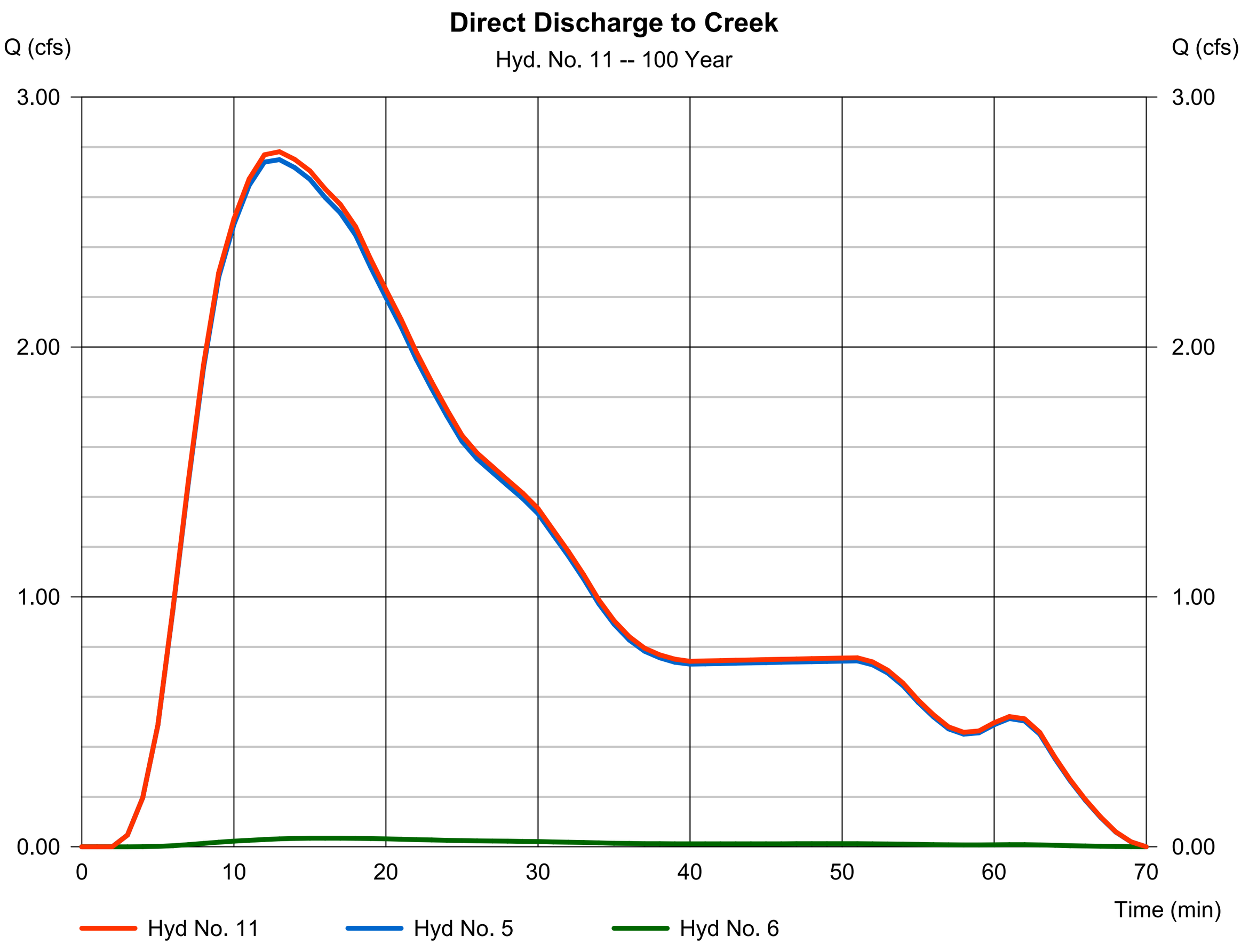


Hydrograph Report

Hyd. No. 11

Direct Discharge to Creek

Hydrograph type	=	Combine	Peak discharge	=	2.781 cfs
Storm frequency	=	100 yrs	Time to peak	=	13 min
Time interval	=	1 min	Hyd. volume	=	4,663 cuft
Inflow hyds.	=	5, 6	Contrib. drain. area	=	0.510 ac

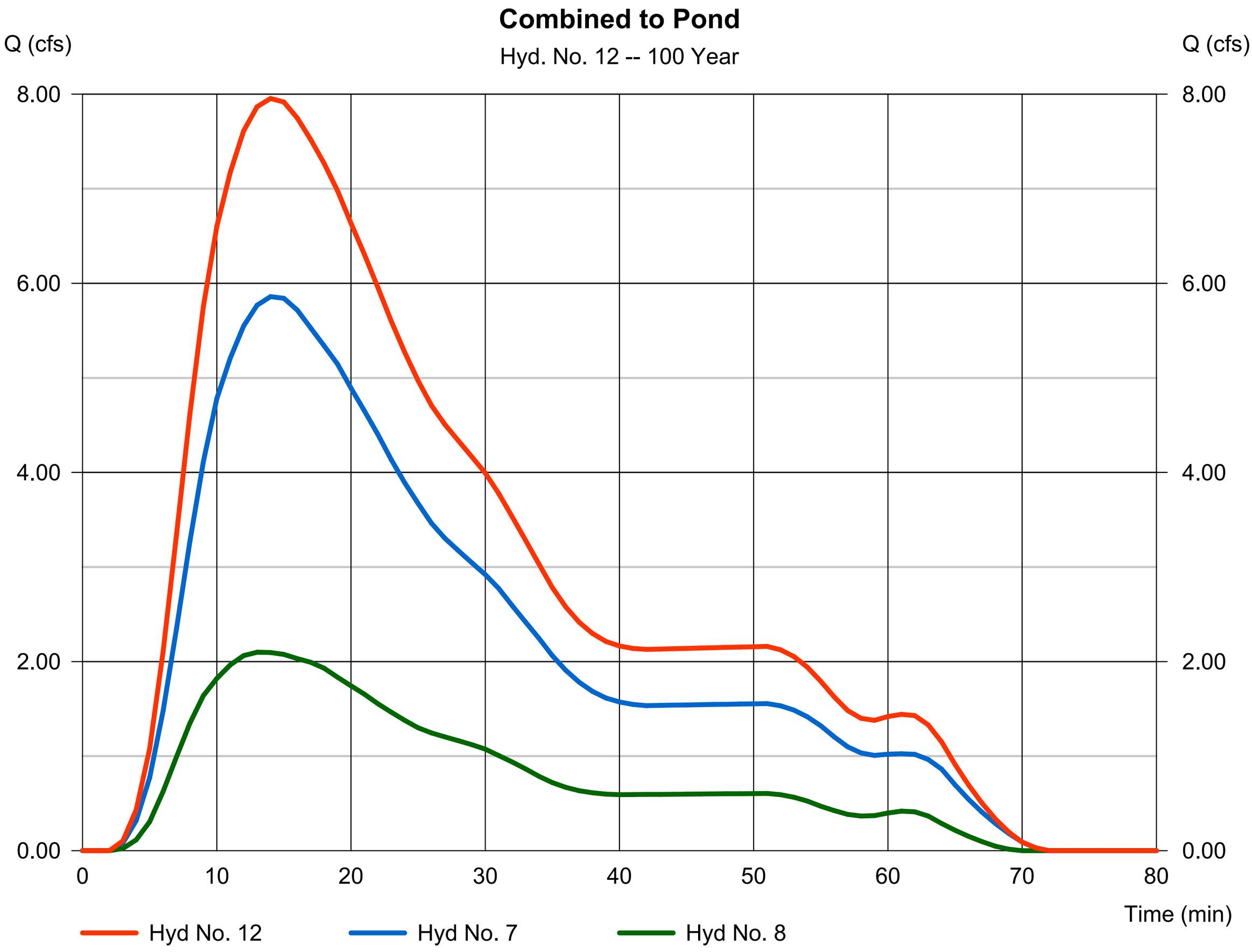


Hydrograph Report

Hyd. No. 12

Combined to Pond

Hydrograph type	=	Combine	Peak discharge	=	7.954 cfs
Storm frequency	=	100 yrs	Time to peak	=	14 min
Time interval	=	1 min	Hyd. volume	=	13,411 cuft
Inflow hyds.	=	7, 8	Contrib. drain. area	=	1.510 ac



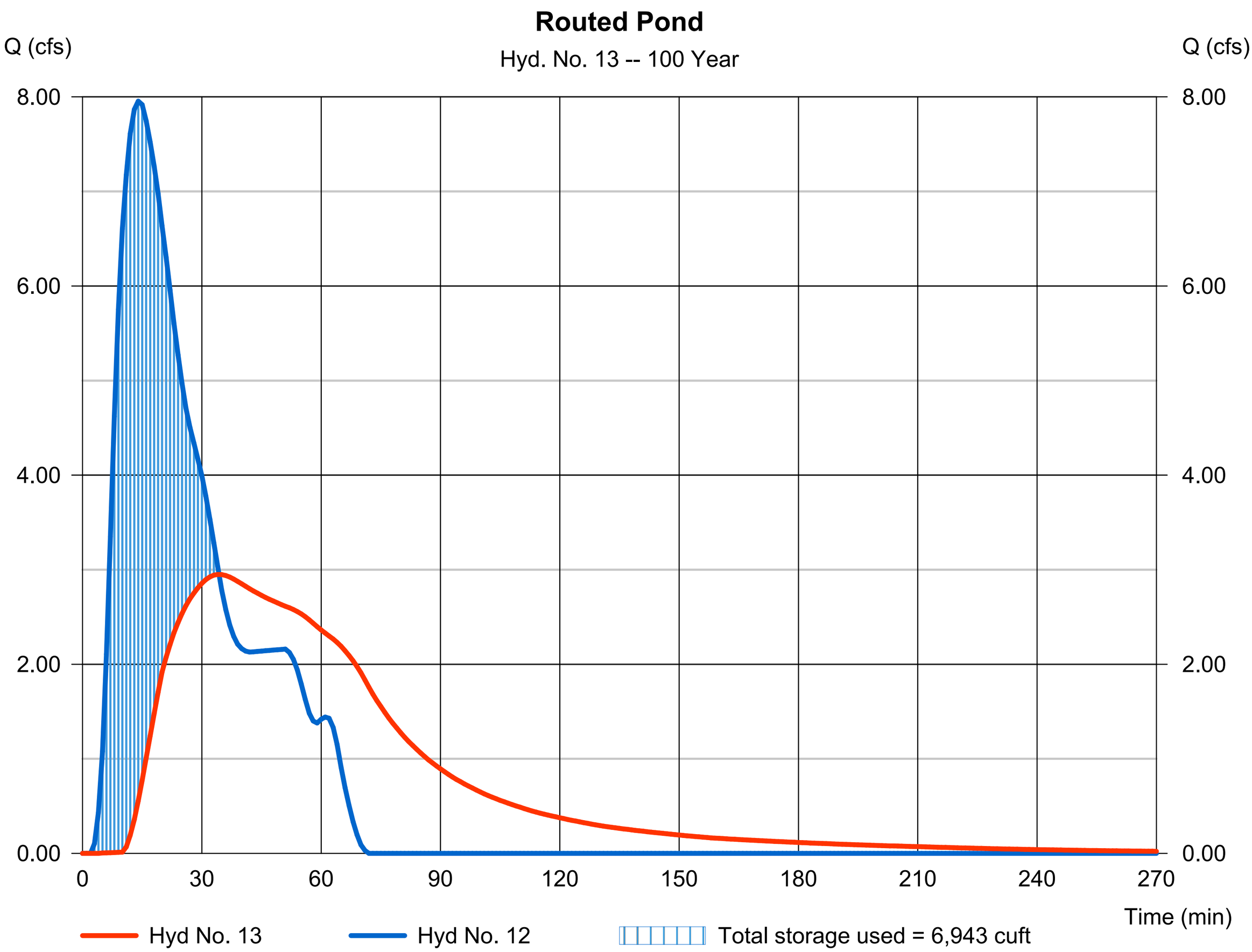
Hydrograph Report

Hyd. No. 13

Routed Pond

Hydrograph type	=	Reservoir	Peak discharge	=	2.950 cfs
Storm frequency	=	100 yrs	Time to peak	=	34 min
Time interval	=	1 min	Hyd. volume	=	13,353 cuft
Inflow hyd. No.	=	12 - Combined to Pond	Max. Elevation	=	1012.36 ft
Reservoir name	=	Detention Pond	Max. Storage	=	6,943 cuft

Storage Indication method used.

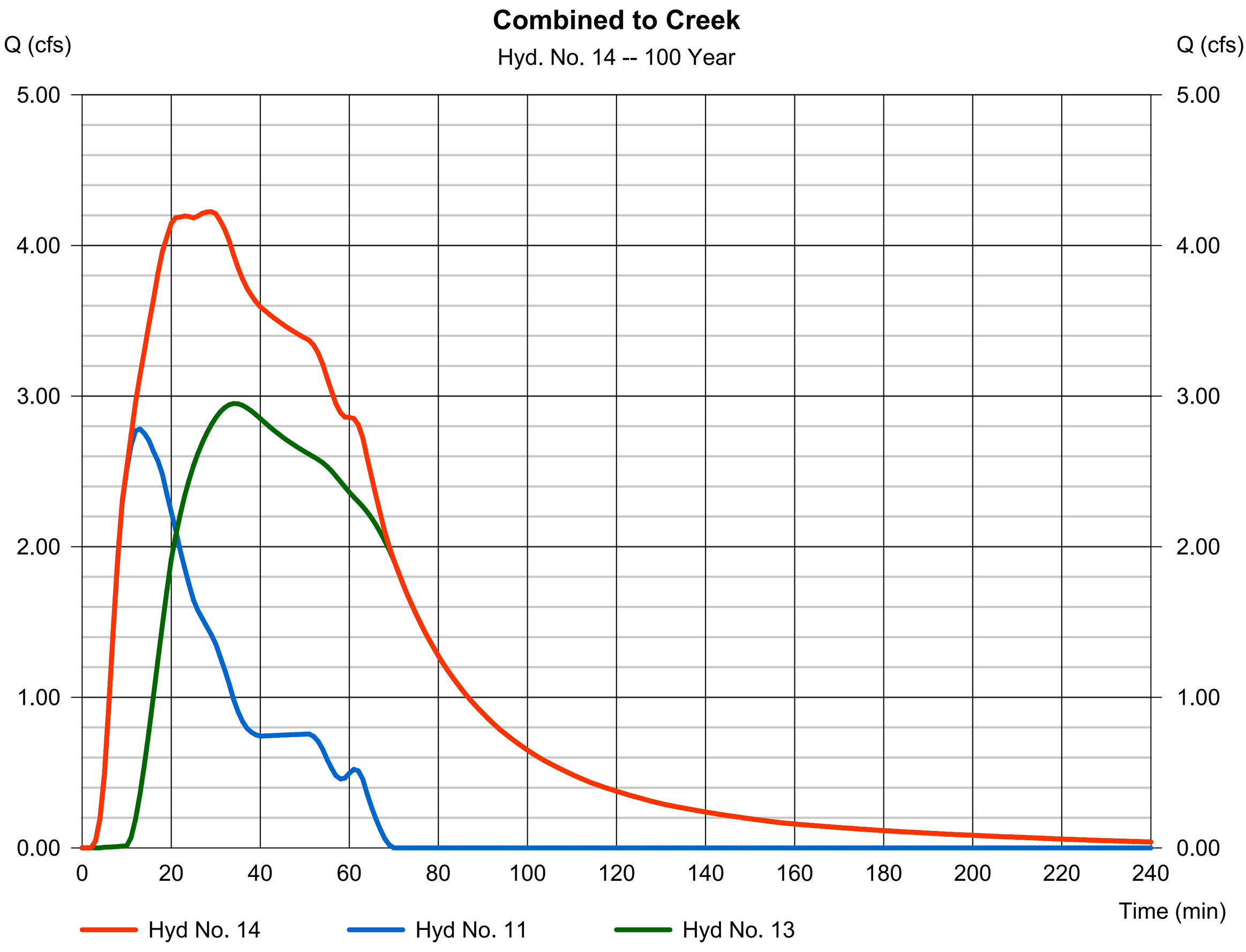


Hydrograph Report

Hyd. No. 14

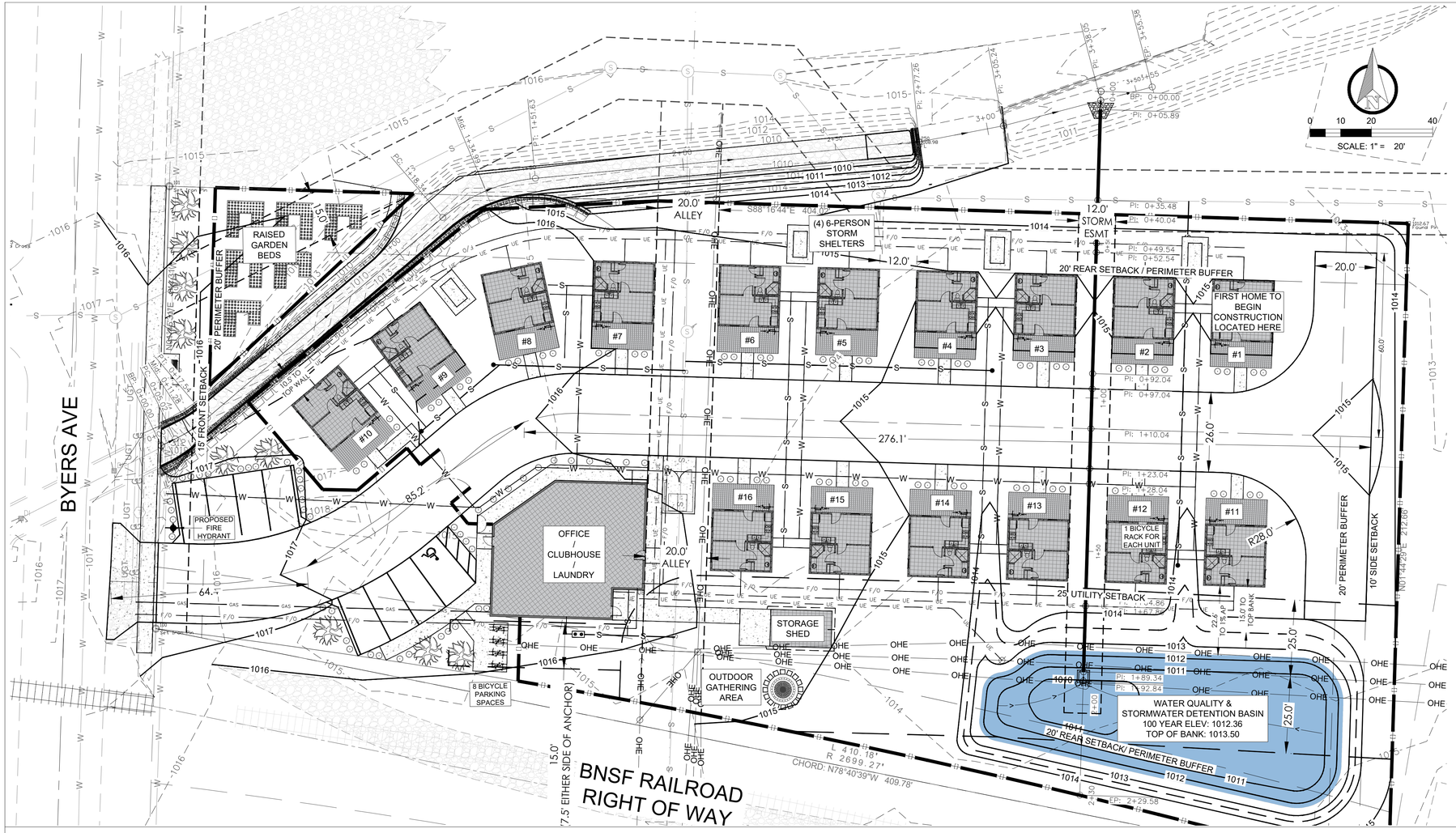
Combined to Creek

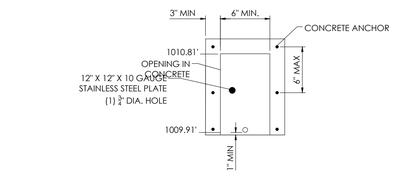
Hydrograph type	=	Combine	Peak discharge	=	4.224 cfs
Storm frequency	=	100 yrs	Time to peak	=	29 min
Time interval	=	1 min	Hyd. volume	=	18,016 cuft
Inflow hyds.	=	11, 13	Contrib. drain. area	=	0.000 ac



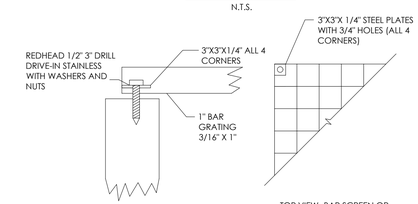
APPENDIX G

Drainage Plan





ORIFICE PLATE DETAIL
WATER QUALITY STRUCTURE
N.T.S.

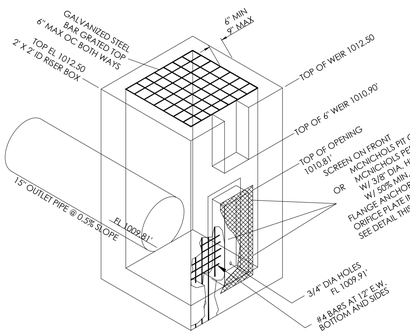


SECTION THRU BOX
N.T.S

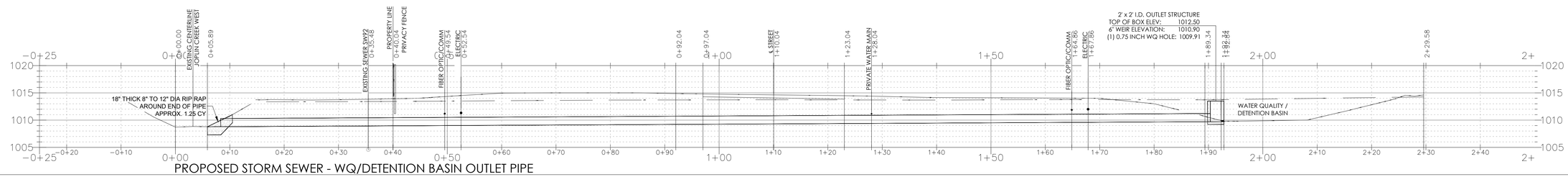
TOP VIEW- BAR SCREEN OR GRADING
N.T.S

NOTE: BAR GRATING GOES TO 1 1/2" TALL FOR 6' SPAN AND ABOVE AND INCREASES DEPENDING ON THE SIZE OF BOX

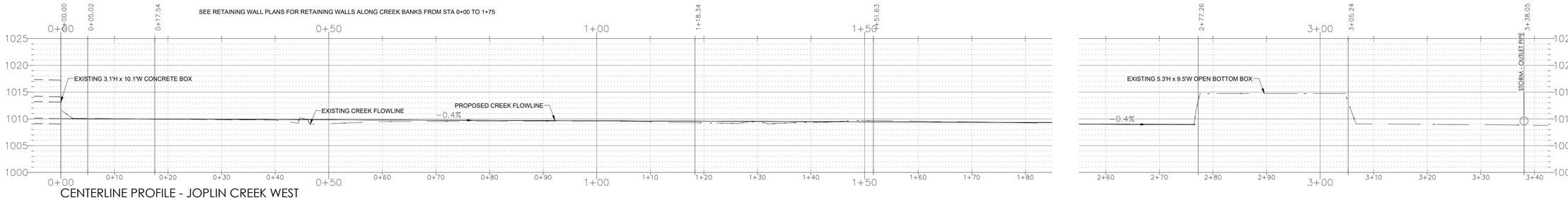
STEEL BAR GRATE ATTACHMENT DETAIL
N.T.S.



WATER QUALITY OUTLET BOX DETAIL
N.T.S.



PROPOSED STORM SEWER - WQ/DETENTION BASIN OUTLET PIPE



CENTERLINE PROFILE - JOPLIN CREEK WEST

SMALL ARROW ENGINEERING, LLC

1302 S. MAIN STREET
PO BOX 1538
JOPLIN, MISSOURI 64802
TEL: 417.624.2333
FAX: 417.624.2441
EMAIL: jbolte@smallarrow.com

SMALL ARROW ENGINEERING, LLC.

CERTIFICATES OF AUTHORIZATION:
MISSOURI E-2010013647
KANSAS No. E-1930
OKLAHOMA No. 5937
ARKANSAS No. 2097

REVISIONS

NO.	DATE	DESCRIPTION

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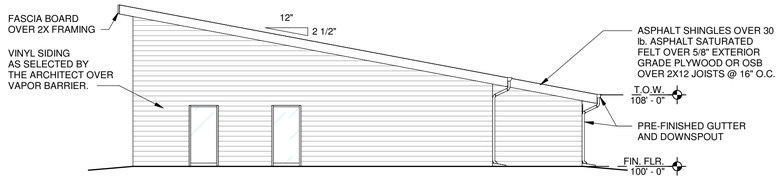
VITA NOVA VILLAGE
1201 BYERS AVENUE
JOPLIN, JASPER COUNTY, MISSOURI
STORM & DRAINAGE PLAN

STATE OF MISSOURI
JOHN H. BOLTE
NUMBER E-22511
REGISTERED PROFESSIONAL ENGINEER
4/16/25

JOHN H. BOLTE
PROFESSIONAL ENGINEER
MO LIC E22511 OK LIC 18035
KS LIC 14094 AR LIC 14310

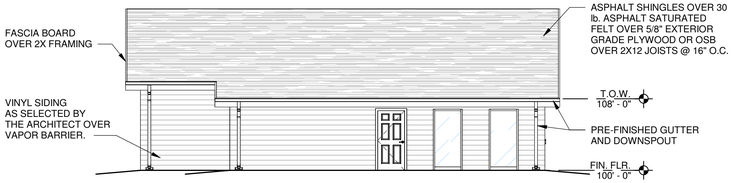
SURVEY BY: MJ SURVEY
DRAWN: TED CHKD: JHB
SCALE: 1"=20'
PROJECT #:
DWG:
DATE: 04/16/2025

PROJECT: VITA NOVA VILLAGE
SHEET DESC: DRAINAGE PLAN
SHEET: 5 OF: 11



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

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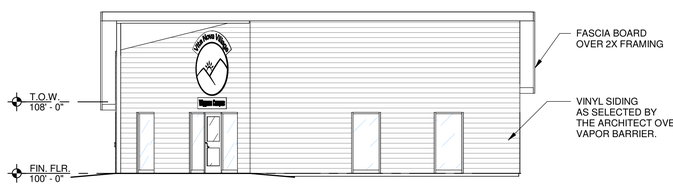

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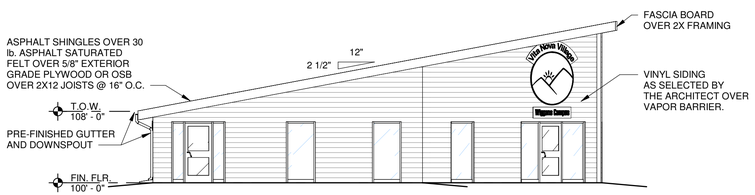

NORTH ELEVATION

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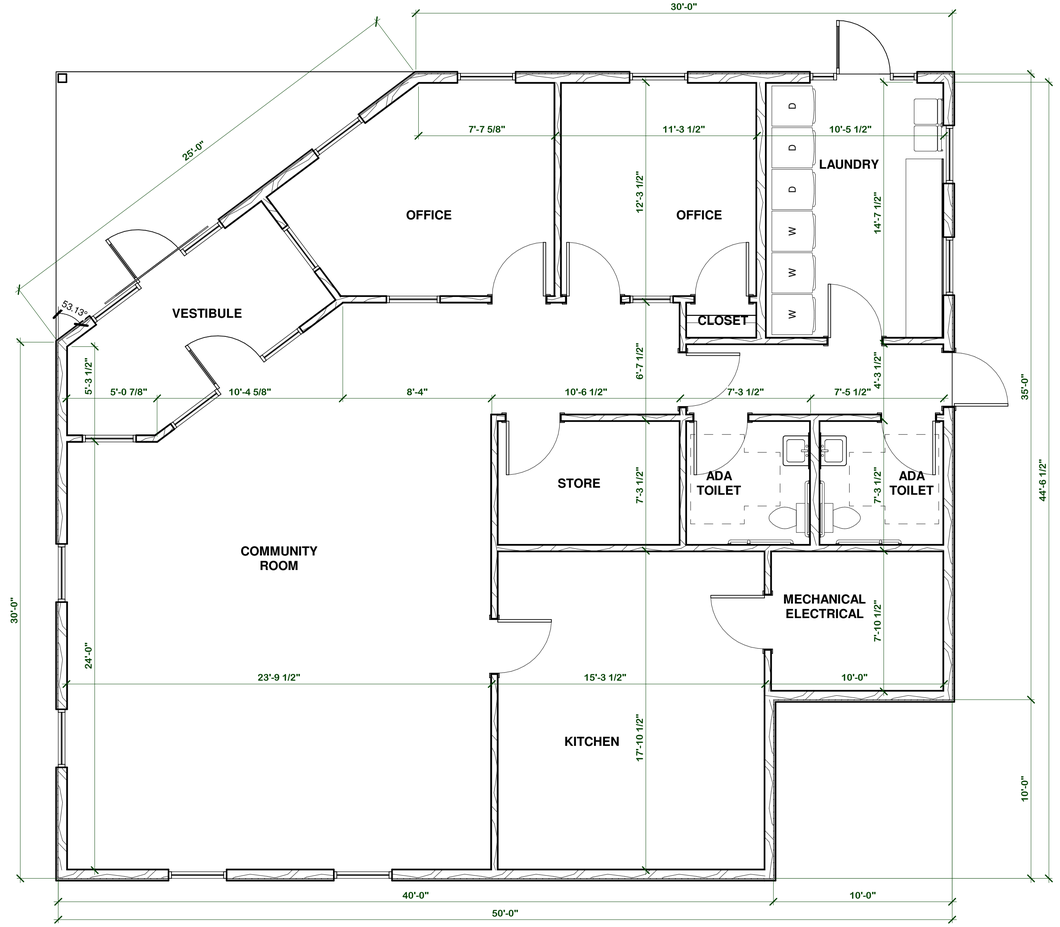

FLOOR PLAN

SCALE 1/4" = 1'-0"

NORTH

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PATTERSON
LATIMER
JONES
BRANNON
DENHAM

ARCHITECTURAL CORPORATION #000363
111 W. 3RD JOPLIN, MISSOURI 64801
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Consultant

Consultant

Consultant

Project Name
For
Client Name
County, City, State

Client Name
Street Address
City, State Zip

NOT FOR CONSTRUCTION

E. Kyle Denham
ARCHITECT A-5742

DATE
Mmmmm, YYYY

DRAWN BY:	CHECKED BY:
Author	KD

REVISIONS

PROJECT NUMBER
XX-XXXX-XX

FLOOR PLAN

SHEET NUMBER

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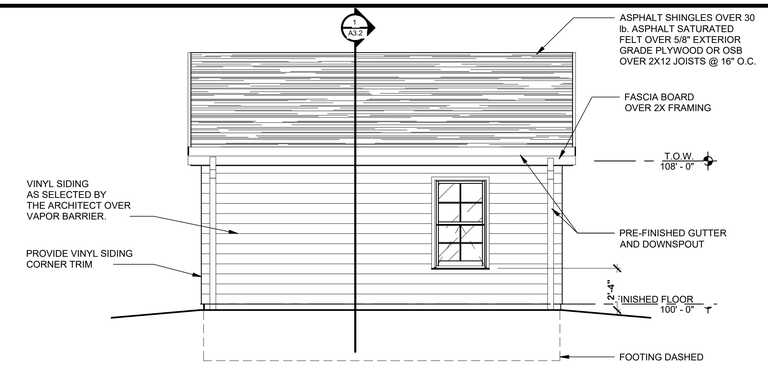

BACK ELEVATION

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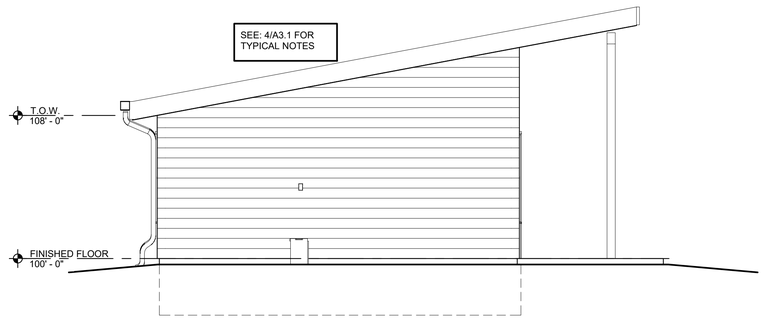
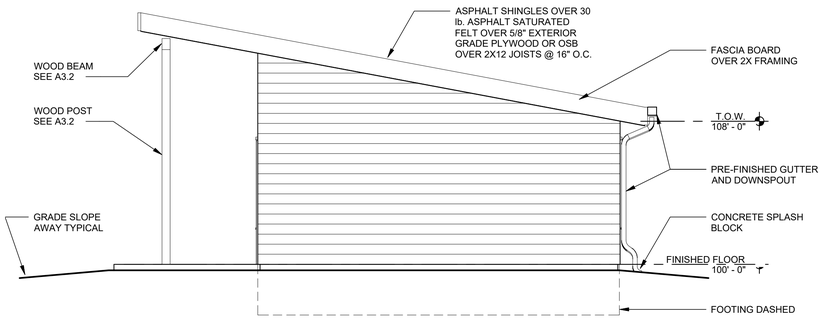


LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

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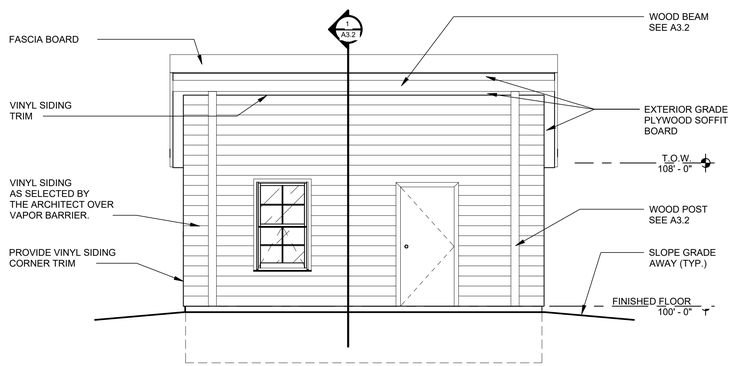

FRONT ELEVATION

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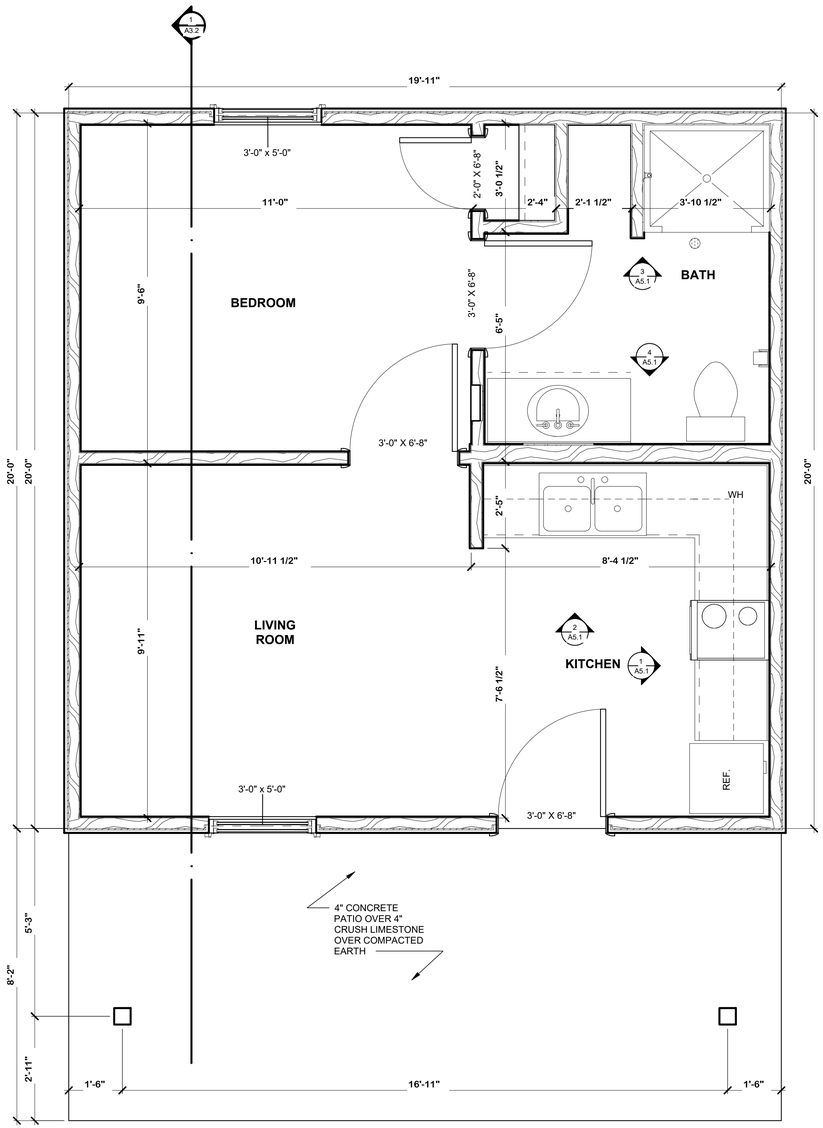

FLOOR PLAN

SCALE: 1/2" = 1'-0"

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Consultant
SAE SMALL ARROW ENGINEERING, LLC
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Consultant

Tiny House Design For Vita Nova Village Joplin, MO 64801

Vita Nova Village

NOT FOR CONSTRUCTION

E. Kyle Denham
ARCHITECT A-5742

DATE
2025 03 13

DRAWN BY:	CHECKED BY:
JKM	KD

REVISIONS

PROJECT NUMBER
2022 12 08

FLOOR PLAN

SHEET NUMBER

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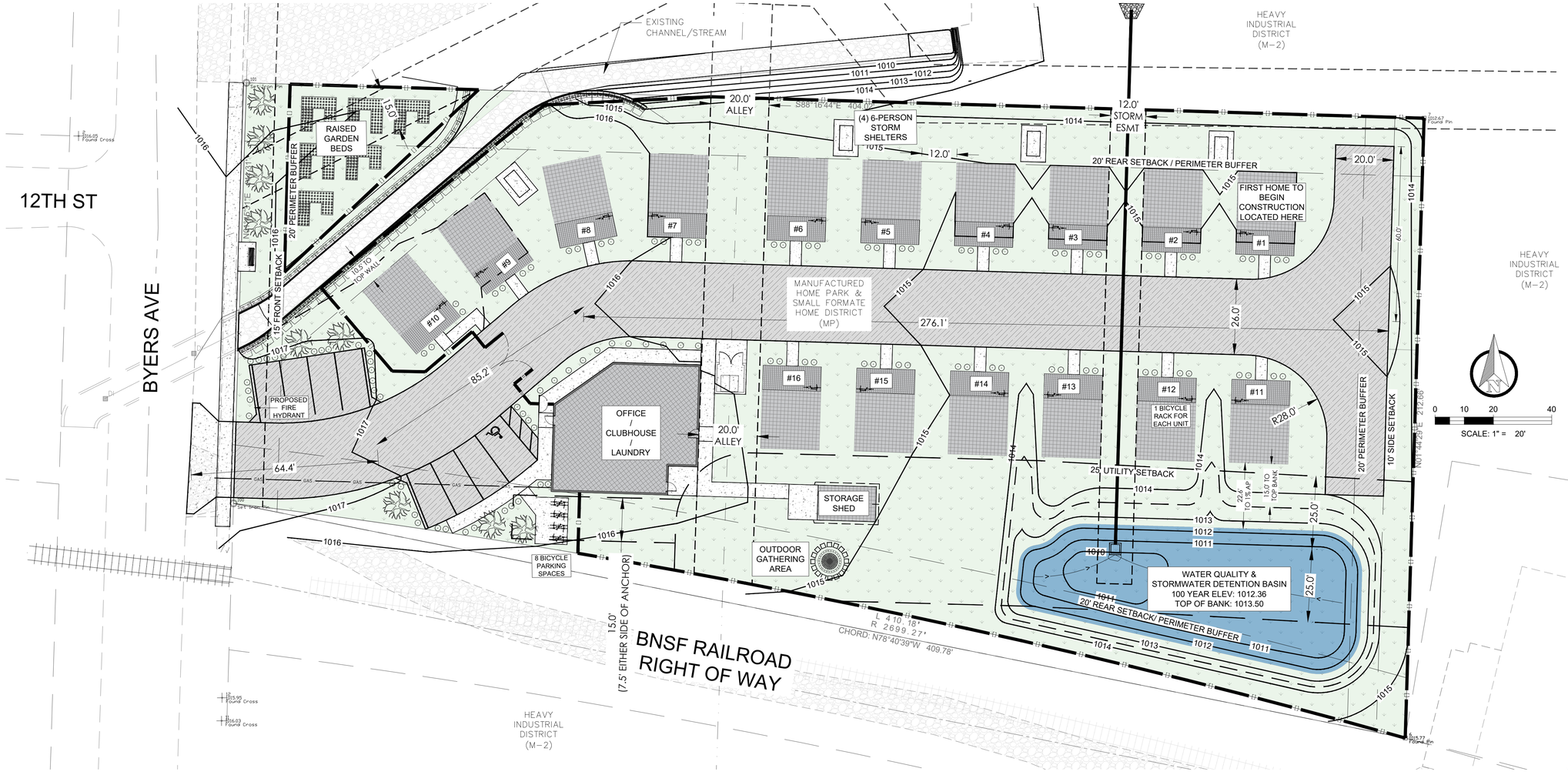

LANDSCAPING SUMMARY

	CODE SUMMARY	REQUIRED	PROVIDED
STREETSCAPE & FRONTAGE	1 LARGE TREE PER 40' OF LOT FRONTAGE; 2 LARGE TREES PER 40' IF BUILDINGS SETBACK MORE THAN 50'. (APP. 29, SEC. 6.02)	WEST LOT LINE : 144.3 LF 144.3' / 40' = 3.6 LARGE TREES	4 LARGE TREES
FOUNDATION	1 ORNAMENTAL TREE PER 40' OF BUILDING FRONTAGE FOR BUILDINGS SETBACK MORE THAN 20'. 2 ORNAMENTAL TREES PER 40' IF BUILDINGS SETBACK MORE THAN 50'. EVERGREENS MAY BE SUBSTITUTED FOR ORNAMENTAL TREES AT A RATE OF 1 FOR 1 FOR UP TO 50% OF THE REQUIREMENT. 1 SHRUB FOR 5' OF BUILDING FRONTAGES. (APP. 29, SEC. 6.02)	TINY HOME BUILDINGS (16 UNITS): EACH TINY HOME HAS 20' OF FRONTAGE AND IS SETBACK LESS THAN 20' FROM PROPOSED ROAD. 20' / 5' = 4 SHRUBS PER BUILDING CLUBHOUSE/OFFICE BUILDING: 55' OF FRONTAGE AND SETBACK LESS THAN 20' FROM PROPOSED ROAD. 55' / 5' = 11 SHRUBS	TINY HOMES: 4 SHRUBS PER BUILDING CLUBHOUSE/OFFICE BUILDING: 11 SHRUBS TOTAL = 75 SHRUBS ALONG BUILDING FRONTAGE
PARKING	1 LARGE TREE PER 40' OF PARKING PERIMETER; AND 1 LARGE TREE PER 20 PARKING SPACES IN INTERNAL ISLANDS. ORNAMENTAL TREES MAY BE SUBSTITUTED FOR LARGE TREES AT A RATE OF 2 FOR 1 FOR UP TO 50% OF THE INTERNAL ISLANDS. EVERGREENS MAY BE SUBSTITUTED FOR LARGE TREES AT A RATE OF 2 FOR 1, FOR UP TO 50% OF THE PERIMETER REQUIREMENT THAT DOES NOT FACE A FRONT LOT LINE. 5 SHRUBS FOR 25' OF PERIMETER. (APP. 29, SEC. 6.02)	177' OF PARKING PERIMETER / 40' = 4.4 LARGE TREES NO INTERNAL ISLANDS 177' OF PARKING PERIMETER / 25' = 7.08 * 5 SHRUBS = 35.4 SHRUBS	5 LARGE TREES AND 36 SHRUBS. NOTE: 6' PERIMETER BUFFER REQUIRED BY APP. 29, SEC. 7.04 NOT FEASIBLE FOR THIS DEVELOPMENT DUE TO SPACE CONSTRAINTS.
BUFFERYARDS	ALL AREAS AROUND THE PROJECT SHALL INCLUDE A MIN. 20' BUFFER, WITH LANDSCAPE MATERIALS ACCORDING TO SECTION 6.03 (APP. 29, SEC. 8.03D).	PROPOSED DEVELOPMENT: MP NORTH & EAST: M-2 - NO REQUIREMENTS SOUTH: ALLEY - NO REQUIREMENTS WEST: BYERS AVE. - NO REQUIREMENTS	NORTH & SOUTH: 20' WIDE BUFFERYARD MAINTAINED WHERE FEASIBLE. EAST: 10' WIDE BUFFERYARD WEST: 15' WIDE BUFFERYARD MAINTAINED WHERE FEASIBLE. 4' TALL PRIVACY FENCE ALONG MAJORITY OF PROPERTY BOUNDARY. NOTE: FULL 20' WIDE BUFFER IS NOT FEASIBLE ALONG ALL BOUNDARIES DUE TO SPACE CONSTRAINTS.
OPEN SPACE	AT LEAST 15% OF THE TOTAL AREA SHALL BE USABLE OPEN SPACE. (APP. 29, SEC. 8.03D). ALL OTHER UNBUILT OR UNPAVED AREAS OF A SITE SHALL REQUIRE GROUND COVER, PERENNIALS, GRASSES, ROCK, MULCH OR OTHER NATURAL AND PERMEABLE SURFACES. (APP. 29, SEC. 6.02).	TOTAL PROPERTY AREA = 1.60 AC 1.60 AC * 15% = 0.24 AC OPEN SPACE REQUIRED	TOTAL OPEN SPACE = 0.90 AC 0.90 AC OPEN SPACE / 1.61 AC TOTAL = 55.9% OPEN SPACE

LANDSCAPING LEGEND

SYMBOL	DESCRIPTION	TOTAL QUANTITY
	LARGE TREES	9
	SHRUB	111
	SEED	0.92 AC

PLANTING SPECIFICATIONS

TYPE*	SPECIFICATION	MATURE HEIGHT
LARGE (SHADE) TREE	2" CALIPER DBH, BALLED AND BURLAPPED	30 TO 40 FEET
SHRUB	24" BALLED AND BURLAPPED OR 5-GALLON MINIMUM CONTAINER.	5 TO 10 FEET
GROUND COVER	50% COVERAGE AT PLANTING; FULL COVERAGE WITHIN 2 GROWING SEASONS.	-

*ALL TREES SHALL BE SELECTED FROM THE APPROVED TREE LIST IN APPENDIX D OF JOPLIN DEVELOPMENT CODE.

MAINTENANCE NOTE:

ALL PLANTINGS SHALL BE PROPERLY MAINTAINED. MATERIALS SHALL MEET THE AMERICAN STANDARDS FOR NURSERY STOCK (ASNS). ALL ELEMENTS OF AN APPROVED LANDSCAPE PLAN, INCLUDING PLANT MATERIALS SHALL BE CONSIDERED ELEMENTS OF THE PROJECT IN THE SAME MANNER AS PARKING, BUILDINGS OR OTHER DETAILS. PLANT MATERIAL WHICH EXHIBITS EVIDENCE OF INSECT PESTS, DISEASE, AND/OR DAMAGE SHALL BE APPROPRIATELY TREATED, AND ANY PLANT IN DANGER OF DYING MAY BE ORDERED TO BE REMOVED AND REPLACED BY THE DIRECTOR (APP. 29, SEC. 6.02G).
LANDSCAPING MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE CLIENT. A LANDSCAPING COMPANY SHOULD BE CONSULTED REGARDING WATERING SCHEDULES AND PROPER MAINTENANCE METHODS.

SMALL ARROW ENGINEERING, LLC

1302 S. MAIN STREET
PO BOX 1538
JOPLIN, MISSOURI 64802
TEL: 417.624.2333
FAX: 417.624.2441
EMAIL: jbolte@smallarrow.com

SMALL ARROW ENGINEERING, LLC.
CERTIFICATES OF AUTHORIZATION:
MISSOURI E-2010013647
KANSAS No. E-1930
OKLAHOMA No. 5937
ARKANSAS No. 2097

REVISIONS

NO.	DATE	DESCRIPTION

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VITA NOVA VILLAGE
1201 BYERS AVENUE JOPLIN, JASPER COUNTY, MISSOURI
LANDSCAPING PLAN

STATE OF MISSOURI
JOHN H. BOLTE
NUMBER E-22511
REGISTERED PROFESSIONAL ENGINEER
4/16/25

JOHN H. BOLTE
PROFESSIONAL ENGINEER
MO LIC E22511 OK LIC 18035
KS LIC 14094 AR LIC 14310

SURVEY BY: MJ SURVEY
DRAWN: JED CHKD: JHB
SCALE: 1"=20'
PROJECT #:
DWG:
DATE: 04/16/2025

PROJECT: VITA NOVA VILLAGE
SHEET DESC: LANDSCAPING
SHEET: 10 OF: 11

SITE LIGHTING - VITA NOVA VILLAGE

Troy Dunlap
Small Arrow Engineering
1302 S Main St
Joplin, MO 64801
tdunlap@smallarrow.com
April 18, 2025

Tyler Bellairs
Planner
City of Joplin
602 S Main St
Joplin, MO 64801

Re: Vita Nova Village – Site Lighting

Dear Tyler,

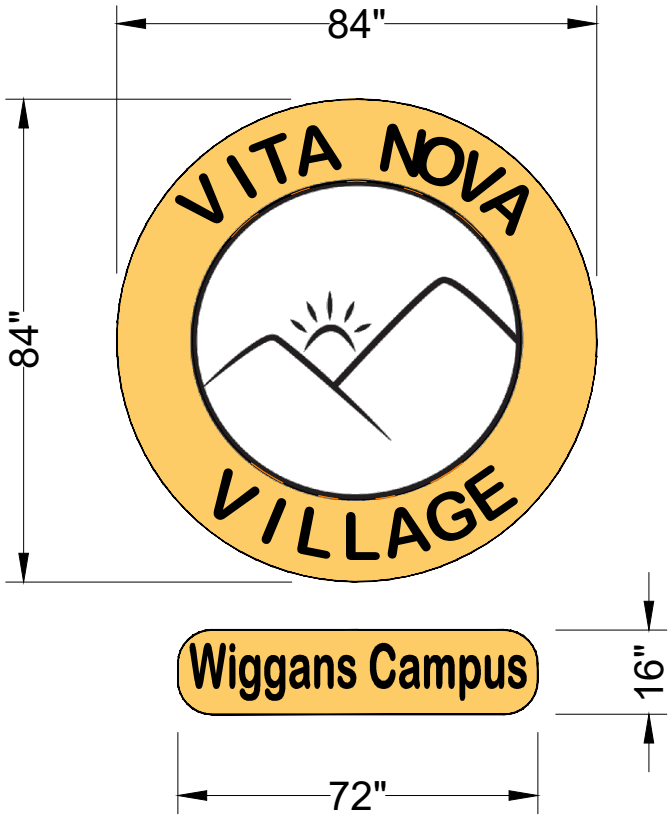
I am writing this letter to inform you that the lighting design has not been completed but it would be the intent to provide lighting for the site using a mix of pole mounted illumination and porch/facade illumination. We want to provide a well-illuminated but not overly illuminated site, creating an eyesore of brightness. It is expected to have an average illumination of 1.5 footcandles in the areas of parking, streets, and sidewalks. For comparison, general overall lighting recommendations for parking lots are between 0.5 and 1.0 footcandle and recommendations for fueling canopies are between 3.0 and 10.0 footcandles.

We will work with the City review process and adjust the lighting plan as necessary to meet the requirements of the City.

Sincerely,

Troy Dunlap

Troy Dunlap
Designer - Small Arrow Engineering
& President – Vita Nova Village



84" X 84" CONTOUR
SHAPED CABINET
WITH INTERNAL LED LIGHT
SOURCE
10" HIGH LETTERS

APPROX. 50.3 SF

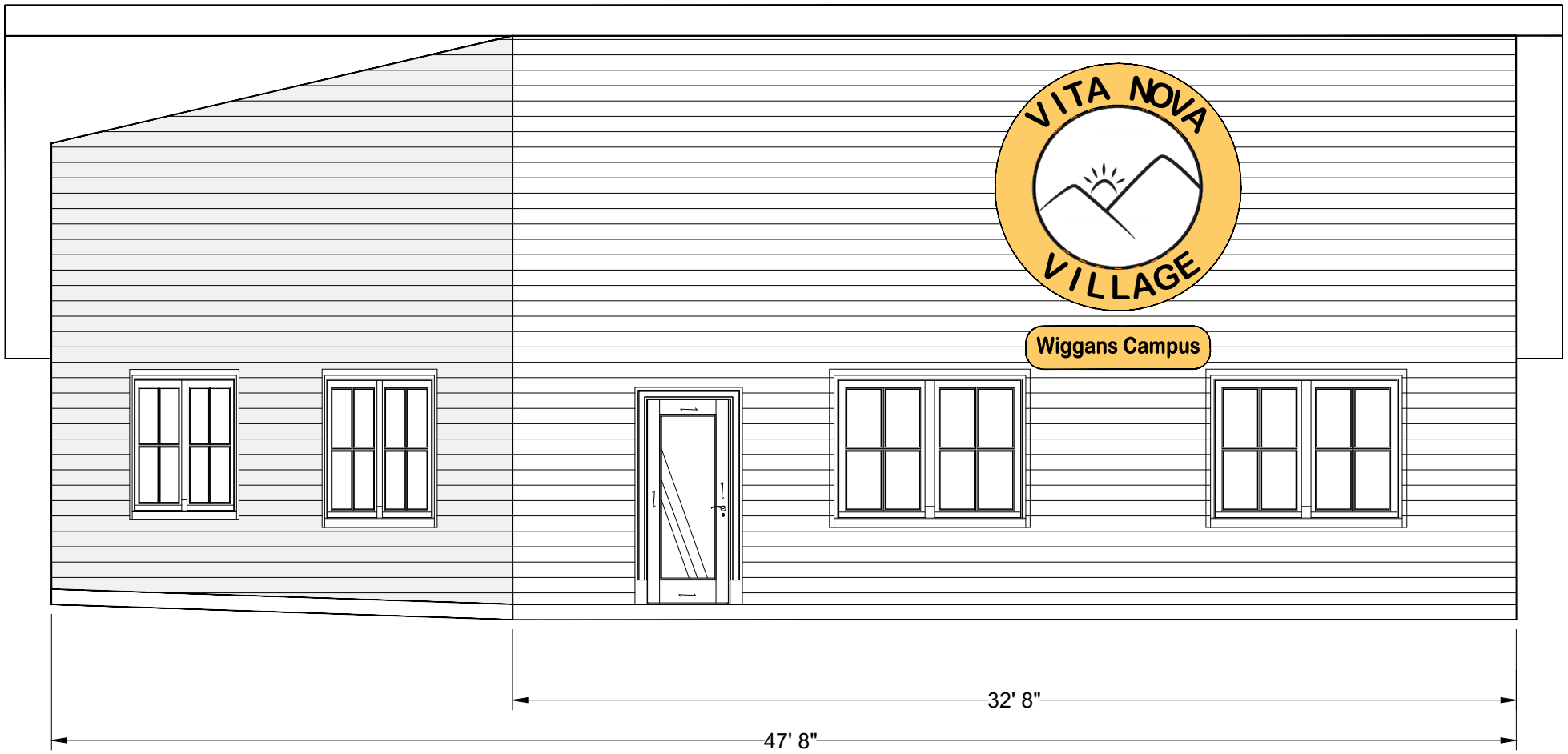
16" X 72" CAPSULE CABINET
WITH INTERNAL LED LIGHT
SOURCE
8" HIGH LETTERS

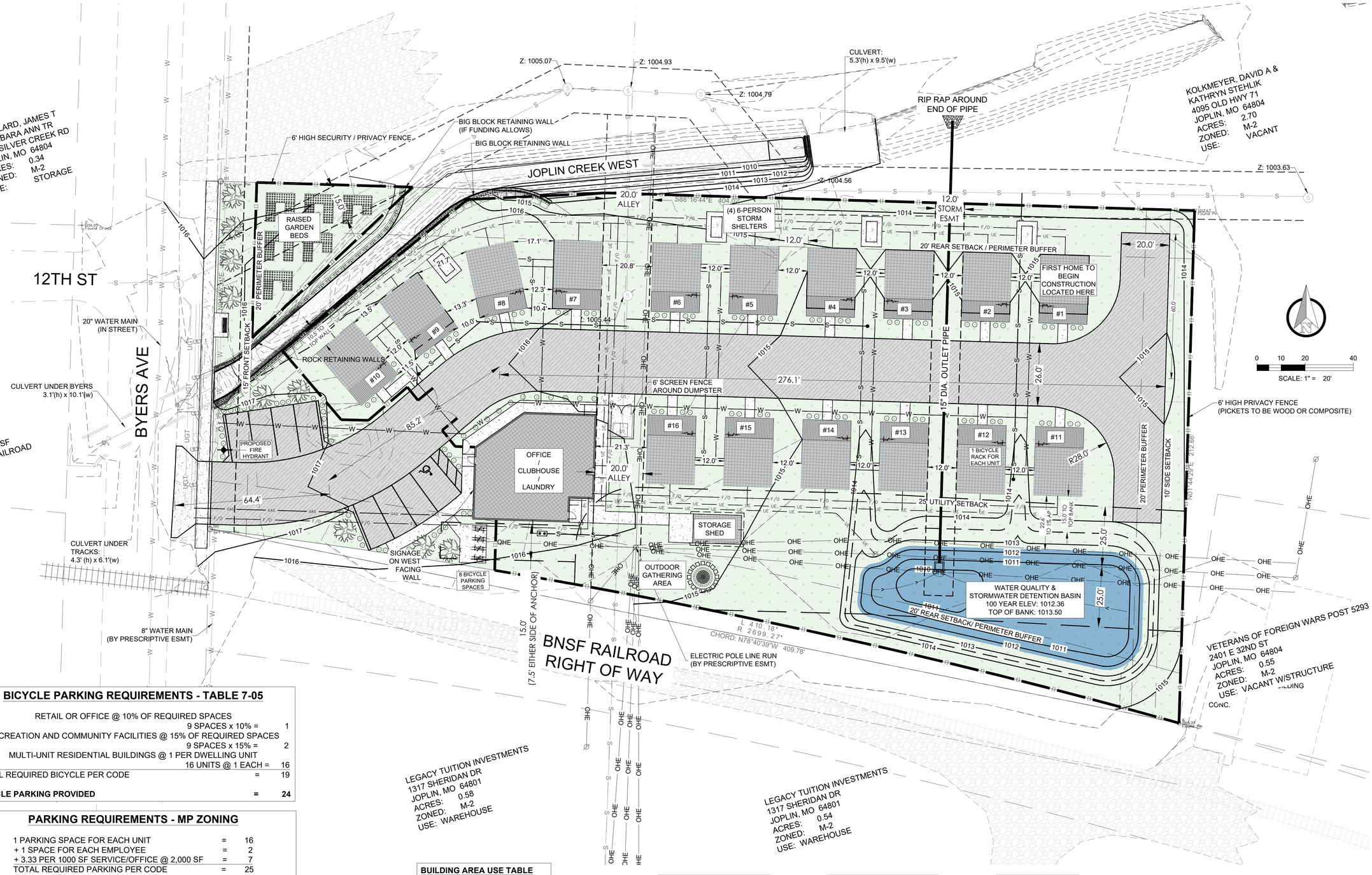
APPROX 8.2 SF

OVERALL SIGN SIZE: 58.5 SF

SIGN CODE: CHAPTER 6 - SEC. 6-39 (C) (2)The total effective area of all wall signs allowed for a business shall be calculated based upon the lineal footage of each wall having a frontage on a street. If the business has frontage on any street, the effective area shall not exceed three square feet per lineal foot on the wall length.

32.67' LINEAL WALL LENGTH @ THREE SQUARE FEET PER LINEAL FOOT = 98.01 SF
SIGN SIZE RECOMMENDED TO BE 60 SF OR SMALLER.


VITA NOVA
VILLAGE
Wiggans Campus
32' 8"
47' 8"



BICYCLE PARKING REQUIREMENTS - TABLE 7-05

RETAIL OR OFFICE @ 10% OF REQUIRED SPACES		
9 SPACES x 10% =		1
RECREATION AND COMMUNITY FACILITIES @ 15% OF REQUIRED SPACES		
9 SPACES x 15% =		2
MULTI-UNIT RESIDENTIAL BUILDINGS @ 1 PER DWELLING UNIT		
16 UNITS @ 1 EACH =		16
TOTAL REQUIRED BICYCLE PER CODE	=	19
BICYCLE PARKING PROVIDED	**=**	**24**

PARKING REQUIREMENTS - MP ZONING

1 PARKING SPACE FOR EACH UNIT	=	16
+ 1 SPACE FOR EACH EMPLOYEE	=	2
+ 3.33 PER 1000 SF SERVICE/OFFICE @ 2,000 SF	=	7
TOTAL REQUIRED PARKING PER CODE	=	25

PARKING PROVIDED

OFF-STREET PARKING	=	8
PARKING REDUCTIONS		
ON-STREET PARKING WITHIN 600 FT = 192 @ 0.33	=	63
BICYCLE PARKING 24 SPACES @ 0.25	=	6
TOTAL PARKING AVAILABLE WITH REDUCTIONS	**=**	**77**

BUILDING AREA USE TABLE

OFFICES:	~800 - 1000 SF
MULTI-USE:	~400 - 600 SF
LAUNDRY:	~250 - 300 SF
KITCHEN:	~350 - 450 SF
TOTAL:	±2,100 - 2,250 SF

OWNER OF RECORD

VITA NOVA VILLAGE
315 PEARL AVE
JOPLIN, MO 64801
RHONDA THOMPSON, E.D.

DEVELOPER

VITA NOVA VILLAGE
315 PEARL AVE
JOPLIN, MO 64801
RHONDA THOMPSON, E.D.

ZONING

CURRENT: M-2
PROPOSED: MP

VITA NOVA VILLAGE

SITE ACRES:	±1.60 AC
TYPICAL TINY HOME	±400 SF
OFFICE BLDG	±2,000 SF

SMALL ARROW ENGINEERING, LLC

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REVISIONS

NO.	DATE	DESCRIPTION

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VITA NOVA VILLAGE
1201 BYERS AVENUE
JOPLIN, JASPER COUNTY, MISSOURI
SITE PLAN REVIEW

STATE OF MISSOURI
JOHN H. BOLTE
NUMBER E-22511
REGISTERED PROFESSIONAL ENGINEER
4/16/25

JOHN H. BOLTE
PROFESSIONAL ENGINEER
MO LIC E22511 OK LIC 18035
KS LIC 14094 AR LIC 14310

SURVEY BY: MJ SURVEY
DRAWN: TED CHKD: JHB
SCALE: 1"=20'
PROJECT #:
DWG:
DATE: 04/16/2025

PROJECT: VITA NOVA VILLAGE
SHEET DESC: SITE PLAN REVIEW
SHEET: 1 OF: 1

VARIANCE REQUEST

Troy Dunlap
Small Arrow Engineering
1302 S Main St
Joplin, MO 64801
tdunlap@smallarrow.com
April 18, 2025

Approved As Requested

Kaleb Roberts
Storm-Water Engineer
City of Joplin
602 S Main St
Joplin, MO 64801

Re: Vita Nova Village – Stormwater Easement

Dear Kaleb,

I am writing this letter to ask for a variance on the stormwater easement width for the outlet pipe from the detention basin on the Vita Nova Village property located at 1201 S Byers Avenue. The City's standard easement for shallow buried storm pipes is 15 feet wide. Due to the minimal amount of available space for layout of the homes on the site I request that a 12-foot-wide easement be accepted between the homes. I have reviewed other possible options, and each option is detrimental to functionality of the site.

I have provided a stormwater report and a plan and profile sheet of the outlet pipe for your review.

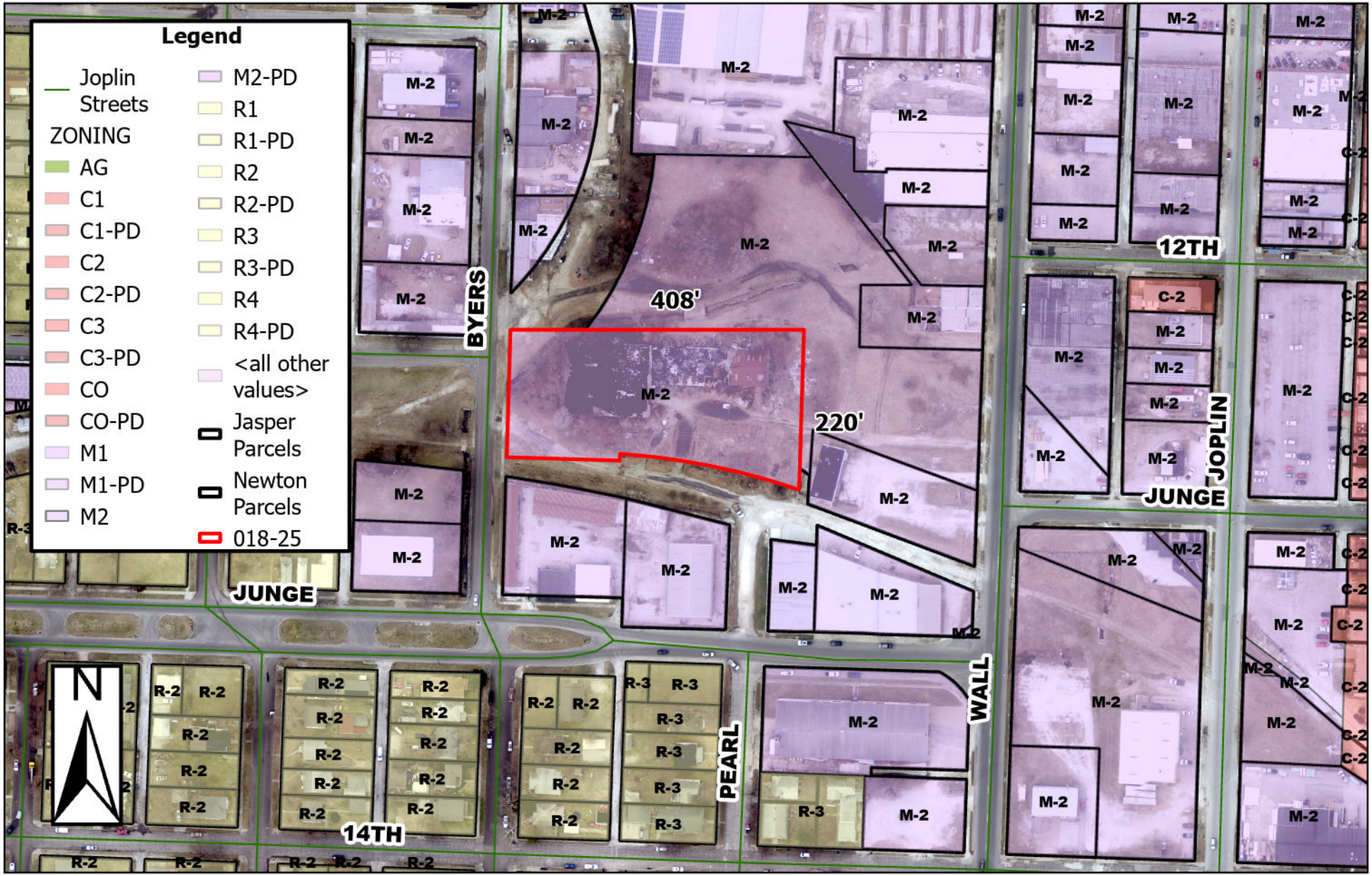
Sincerely,

Troy Dunlap

Troy Dunlap
Designer - Small Arrow Engineering
& President – Vita Nova Village


ARCHITECTS

Case 018-25: Site Plan Review



1201 S Byers Ave – Site Plan Review – A request to review a site plan for a small format home community – Vita Nova Village

JOPLIN CITY COUNCIL
MAY 5, 2025
MEETING MINUTES

CALL TO ORDER

The May 5, 2025, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Pro Tem DeTar.

INVOCATION was read by Assistant City Clerk, Roschelle Forsythe

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by the executive team, the board and volunteer group of the Joplin Humane Society.

ROLL CALL

Answering Roll Call were Council Members: Joshua Bard, Doris Carlin, Josh DeTar, Mark Farnham, Doug Lawson and Gary Shaw. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Absent: Chuck Copple, Keenan Cortez and Ryan Jackson

Motion by Mr. Lawson, Second by Ms. Carlin to excuse the absence of Chuck Copple, Keenan Cortez and Ryan Jackson. Voting in favor were Council Members: Bard, Carlin, DeTar, Farnham, Lawson and Shaw, 6. Absent: Copple, Cortez and Jackson.

PRESENTATIONS

Joplin Sports Authority Quarterly Update
Jared Bruggeman, Executive Director of JSA presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office
Lynn Onstot, Public Information Officer, presented.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing procedures were read by Assistant City Clerk Roschelle Forsythe

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-269
Mayor Pro Tem DeTar opened the Public Hearing
Dave Pettit spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-269
Mr. Lawson introduced Council Bill No. 2025-269 - AN ORDINANCE providing to vacate part of a street, lying north of property described as 2100 E Rolla St, City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson , second by Mr. Bard that Council Bill 2025-269 be placed on the first reading and passed. Voting in favor were Council Members: Bard, Carlin, DeTar, Farnham, Lawson and Shaw, 6. Absent: Copple, Cortez and Jackson, 3.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-268
Mayor Pro Tem DeTar opened the Public Hearing
Darren Collins spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-268
Mr. Bard introduced Council Bill No. 2025-268 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 410 W 26th St, Joplin, Jasper County, Missouri. Motion by Mr. Bard, second by Dr. Farnham that Council Bill 2025-268 be placed on the first reading and passed. Voting in favor were Council Members: Bard, Carlin, DeTar, Farnham and Lawson and Shaw 6. Absent: Copple, Cortez and Jackson, 3.

CONSENT AGENDA
Motion by Mr. Shaw, second by Mr. Lawson to approve the consent agenda. Voting in favor were Council Members: Bard, Carlin, DeTar, Farnham, Lawson and Shaw, 6. Absent: Copple, Cortez and Jackson, 3.

Minutes of the April 21, 2025, City Council Meeting

COUNCIL BILL NO. 2025-116- AN ORDINANCE approving a Work Authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Fifty Thousand and 00/100 DOLLARS ($150,000.00) for engineering services associated with MS4 Permit and Floodplain Management Support and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2025-055.**

COUNCIL BILL NO. 2025-117 - AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Seventy-Nine Thousand Five Hundred and 00/100 Dollars ($79,500.00) for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-056.**

COUNCIL BILL NO. 2025-121 -AN ORDINANCE approving an amended work authorization with Olsson Inc. in the not to exceed amount of One Hundred Ninety-Nine Thousand Five Hundred Eighty Dollars ($199,580.00) for ARPA Stormwater additional design scope and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective. **Ordinance No. 2025-057.**

COUNCIL BILL NO. 2025-271 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Agreement with the Economic Security Corporation, for the purpose of cooperation in the provision of affordable housing; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2025-058.**

RESOLUTIONS

ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-353

Mr. Lawson introduced Council Bill No. 2025-353 - AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 126 S Pearl Ave. in the City of Joplin, Missouri, for Six Thousand Four Hundred Seventy-Eight dollars ($6,478.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Bard, that Council Bill 2025-353 be **stricken.** Voting in favor were Council Members: Bard, Carlin, DeTar, Farnham, Lawson and Shaw, 6. Absent: Copple, Cortez and Jackson, 3. Council Bill No. 2025-353 was **stricken.**

COUNCIL BILL NO. 2025-513

Mr. Bard introduced Council Bill No. 2025-513- AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Terry Wright, for the sale of one parcel located at 1215 Hill Street, totaling approximately 3,150 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Bard, second by Dr. Farnham that Council Bill 2025-513 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, DeTar, Farnham, Lawson and Shaw, 6. Absent: Copple, Cortez and Jackson, 3. **Ordinance No. 2025-059.**

COUNCIL BILL NO. 2025-514

Mr. Lawson introduced Council Bill No. 2025-514- AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White, for the sale of one parcel located at 129 North Maple Street, totaling approximately 6,200 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson , second by Ms. Carlin, that Council Bill 2025-514 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, DeTar, Farnham, Lawson and Shaw, 6. Absent: Copple, Cortez and Jackson, 3. **Ordinance No. 2025-060.**

COUNCIL BILL NO. 2025- 515

Mr. Lawson introduced Council Bill No. 2025-515 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White, for the sale of one parcel located at 831 South Ozark Street, 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. Motion by Mr. Lawson , second by Mr. Bard, that Council Bill 2025-515 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, DeTar, Farnham, Lawson and Shaw, 6. Absent: Copple, Cortez and Jackson, 3. **Ordinance No. 2025-061.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-120

Mr. Bard introduced Council Bill No. 2025-120- AN ORDINANCE approving an Agreement and Purchase Order 2025A with Ace Pipe Cleaning, Inc. for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. Bard, second by Dr. Farnham, that Council Bill 2025-120 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, DeTar, Farnham, Lawson and Shaw, 6. Absent: Copple, Cortez and Jackson, 3. The Bill was read as Council Bill No. 2025-120.

COUNCIL BILL NO. 2025-516

Mr. Lawson introduced Council Bill No. 2025-516 - AN ORDINANCE adopting an updated step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; and, setting a date when this Ordinance shall become effective. Motion by Mr. Lawson , second by Mr. Shaw, that Council Bill 2025-516 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, DeTar, Farnham, Lawson and Shaw, 6. Absent: Copple, Cortez and Jackson, 3. The Bill was read as Council Bill No. 2025-516.

COUNCIL BILL NO. 2025-611

Dr. Farnham introduced Council Bill No. 2025-611- AN ORDINANCE approving a Contract by and between the City of Joplin and RAVENii, LLC., to implement Co-Managed Services and Network Upgrades; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an effective date. Motion by Dr. Farnham, second by Mr. Bard, that Council Bill 2025-611 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, DeTar, Farnham, Lawson and Shaw, 6. Absent: Copple, Cortez and Jackson, 3. The Bill was read as Council Bill No. 2025-611.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Ms. Carlin stated that this coming week is Small Business Week; she wanted to thank all the small businesses in the community who open new businesses and recognized this week as *Small Business Week.*

The meeting was adjourned at 6:51 p.m.

Respectfully,

Roschelle Forsythe
Assistant City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-120 Approval of Agreement and Purchase Order 2025A with Ace Pipe Cleaning, Inc. for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System.

MEETING DATE
May 5, 2025

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB2025-120 Ordinance; Agreement; Bid Summary; Purchase Order 2025A Exhibit Map; Joplin's 2026 Activities Plan

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

SUMMARY
This Council Bill will approve an Agreement and Purchase Order 2025A between the City of Joplin and Ace Pipe Cleaning, Inc. for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00).

BACKGROUND
On May 20, 2019, the City Council authorized Joplin to enter into an Abatement Order on Consent (AOC) with the Missouri Department of Natural Resources (MDNR) to address sanitary sewer overflows (SSOs) and wastewater treatment plant bypasses. As part of this agreement, the City developed a 2026 Activities Plan to reduce inflow and infiltration (I&I) in targeted sewer basins through strategic system improvements.

The AOC outlines three-year milestones, including pipe lining, smoke testing, and repairs to sewer mains, laterals, and manholes. Since mid-2019, the City has used a flexible "Toolbox" contract to support these efforts, building on earlier contracts aimed at cleaning, evaluation, and rehabilitation. In line with procurement policies, the 2025 Toolbox contract was publicly advertised and appeared in the Joplin Globe on March 5th, 2025, with estimated quantities and unit-priced items. Four contractors submitted bids for over 420 items, and the lowest bid ($2,359,998.22) was submitted by Ace Pipe Cleaning, Inc. This menu-based contract allows unit pricing to be applied to future purchase orders.

City staff will continue using this contract to repair defects identified through smoke testing and CCTV inspections, with a focus on high-priority basins from the 2017 I&I Strategic Plan and the 2026 Activities Plan (see attached Joplin's 2026 Activities Plan).

Staff are now prepared to issue Purchase Order 2025A to Ace Pipe Cleaning, Inc. This order includes cured-in-place pipe and lateral repairs in the Broadway basin, smoke testing in the College Skyline basin, and CCTV inspections near Rangeline, I-44, and downstream of Silver Creek (see attached Purchase Order 2025A Exhibit Map).

FUNDING SOURCE

This is included in the FY 2025 Budget in the Sanitary Sewer Fund.

RECOMMENDATION

Staff recommend approval of this Council Bill on first reading.

BID SUMMARY

PROJECT: 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System

DATE OF BID OPENING: March 26th, 2025 @ 02:00 pm

CONTRACTOR	BID
Ace Pipe Cleaning Inc.	$ 2,359,998.22
Hydro-Klean, LLC	$ 2,598,539.25
Bennett, LLC	$ 3,328,550.70
Visu-Sewer of Missouri, LLC	$ 3,627,953.85
Engineer's Estimate	$ 2,700,000.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND ACE PIPE CLEANING, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **Ace Pipe Cleaning, Inc.** Address: **6601 Universal Ave.** **KANSAS CITY, MO 64120**	
Attention: **John Cruz**		Attention: **Ryan Poertner**	
Department: **Public Works/Engineering**		Phone: **314.531.1127**	Fax: **314.531.4584**
Phone: **417.624.0820** ext: **1584**	Fax: 417.624.4620	Project: 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System	

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:

2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within the timeframe set forth by each respective Work Order. Work Orders will not be issued after October 31, 2025, unless both parties agree to renew the contract for one additional calendar year. The unit prices established for the various work and material items herein shall be valid for the duration of any work order issued as part of this contract. At the time of each agreed upon renewal, the Contractor has the option of adjusting the unit prices submitted in the Bid Schedule based on the current Producer Price Index (PPI) as published by the U.S. Bureau of Labor Statistics. The percent change in contract unit prices can be adjusted up to the index point change between the two time periods (renewal year to year) for the corresponding material or equipment. It shall be the Contractor's responsibility to submit the appropriate supporting PPI data to the Engineer for review and approval.

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 always maintain adequate insurance coverage 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, 2025, 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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. 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 an amount equal to 100% of each Work Order issued by the Owner conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein at the unit prices submitted on the Bid Schedule for the total amount equal to each respective work order issued by the Owner, said amount being subject to any approved addenda or change order.

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

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

19. Assignment. 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. 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. Contractor shall procure and maintain during the life of this contract:

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

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

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

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

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

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

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

CONTRACTOR:

CERTIFICATE OF DIRECTOR OF FINANCE

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

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Daniel Johnson, P.E., Public Works Director

_____

Peter Edwards, City Attorney

APPENDIX A

THE CITY OF JOPLIN'S 2026 ACTIVITIES PLAN of its SYSTEM RENEWAL & SSO PREVENTION PROGRAM

ACTIVITY	CALENDAR YEARS															
	-2 2017		-1 2018		1 2019		2 2020		3 2021		4 2022		5 2023		6 2024		7 2025		8 2026	
Flow Monitoring	All Basins				Facilities Plan Update & Rate Study										Rate Study					
Hydraulic Modeling			All Basins																	
Smoke Testing [1]					Priority 2 Basins	Priority 2 Basins	Priority 3 Basin		Priority 4 Basin		Priority 5 Basin		Priority 6 Basin		Priority 7 Basin		Priority 8 Basin			
Other Public I&I Evaluation [1]			Priority 1 Basins		Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin	Priority 8 Basin
Service Lateral Launches/Investigation					Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin	Priority 8 Basin
Evaluate Potential for Joint Stormwater Improvement Project [2]					Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin		Priority 5 Basin		Priority 6 Basin		Priority 7 Basin		Priority 8 Basin	
Implementation of Public Sewer Rehabilitation Methods [3]					Priority 1 Basins		Priority 2 Basins		Priority 3 Basin		Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin	Priority 8 Basin
Post Rehabilitation Flow Metering						Priority 1 Basins	Priority 1 Basins	Priority 2 Basins	Priority 2 Basins	Priority 3 Basin	Priority 3 Basin	Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin	Priority 7 Basin	Priority 8 Basin
Private-side I&I Program Development [4]						All Basins														
Private I&I Program Implementation (if warranted)								Priority 1 Basins	Priority 1 Basins	Priority 2 Basins	Priority 2 Basins	Priority 3 Basin	Priority 3 Basin	Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin	Priority 6 Basin	Priority 7 Basin
Evaluate Program Performance [5]										Priority 1 Basins	Priority 1 Basins	Priority 2 Basins	Priority 2 Basins	Priority 3 Basin	Priority 3 Basin	Priority 4 Basin	Priority 4 Basin	Priority 5 Basin	Priority 5 Basin	Priority 6 Basin
Peak Flow Management Improvements (if necessary) [6,7]												Priority 1 Basins			Priority 2 Basins			Priority 3 Basin		
Ongoing System Renewal Program									All Basins											
MDNR Meeting to Discuss Program Implementation				All Basins		All Basins		All Basins		All Basins		All Basins		All Basins		All Basins		All Basins		All Basins
Update Hydraulic Model												All Basins								

Notes:

A. "Priority Basins" above are for illustrative purposes only. Prioritization of basins shall be determined based on the results of hydraulic modeling and cost-effective analysis, in conjunction with other factors and/or improvement obligations within the City's annual expenditures.

B. Program implementation will progress based upon adaptive evaluations to identify the areas that will deliver the greatest benefits from the public dollars invested.

Footnotes:

1. Smoke testing, manhole inspections, dyed-water testing, and CCTV inspections are examples of I&I evaluations that can be performed within that part of the sanitary sewer system that is owned and maintained by the City.

2. The purpose of this activity is to evaluate the potential for coordinated stormwater improvement projects in an effort to maximize the effectiveness of I&I reduction efforts.

3. Best efforts will be made to implement a cost-effective approach for rehabilitation of public side sanitary sewer lines.

4. The development of a Private-side I&I program must first be approved by the Joplin City Council. The schedule for implementation will be adjusted accordingly, once approved.

5. Program evaluation occurs after any private-side I/I work is done in any given basin, using post-rehabilitation flow data to determine if the impact of the improvements met the program's objectives and goals.

6. Examples of peak flow management improvements include relief sewers, upsizing pipes, increased pumping capacities, or off-line storage.

7. In certain basins, it may be appropriate to construct peak flow management infrastructure after completing rehabiliation and program evaluation in the larger basin.

ADDITIONAL DETAILS of THE CITY OF JOPLIN'S 2026 ACTIVITIES PLAN of its SYSTEM RENEWAL & SSO PREVENTION PROGRAM

Estimates of targeted rehabilitation quantities for the years of the Program are indicated below. These numbers are preliminary and actual performance will likely vary from year to year. Over the life of the Program the goals are expected to be met.

Basins selected in any given year are subject to change; see notes "A" and "B" on page 1.

Interim Milestone: Year 1 - 2019

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 2 Basins)	Lateral Launches (EA)
Cleveland (H12-90)	11 *	3,700	90	15	23,500	110
Roanoke 30 (K08-265)	20 *					

* These basins were smoke tested in previous years, and were thus chosen as Early Action Areas.

Interim Milestone: Year 2 - 2020

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 3 Basin)	Lateral Launches (EA)
West Joplin (K12-170)	3	3,700	90	15	19,500	300
East Highland (N10-15)	9					

Interim Milestone: Year 3 - 2021

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 4 Basins)	Lateral Launches (EA)
Willow Branch (M10-340)	2	3,700	90	15	17,000	300

1ST MILESTONE: Years 1 - 3 (2019 - 2021)

By the end of the 1st Milestone Period (December 31, 2021), the City will have completed the following quantities of renewal work:

ACTIVITY	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF)	Lateral Launches (EA)
QUANTITIES	**11,100**	**270**	**45**	**60,000**	**710**

continued, next page

Interim Milestone: Year 4 - 2022

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 5 Basin)	Lateral Launches (EA)
Priority 4 Basin	4	2,300	80	13	26,000	275

Interim Milestone: Year 5 - 2023

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 6 Basin)	Lateral Launches (EA)
Priority 5 Basin	7	2,300	80	13	26,000	275

Interim Milestone: Year 6 - 2024

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 7 Basin)	Lateral Launches (EA)
Priority 6 Basin	8	2,300	80	13	26,000	275

2ND MILESTONE: Years 1 - 3 (2022 - 2024)

By the end of the 2ND MILESTONE Period (December 31, 2024), the City will have completed the following quantities of renewal work:

ACTIVITY	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF)	Lateral Launches (EA)
QUANTITIES	**6,900**	**240**	**39**	**78,000**	**825**

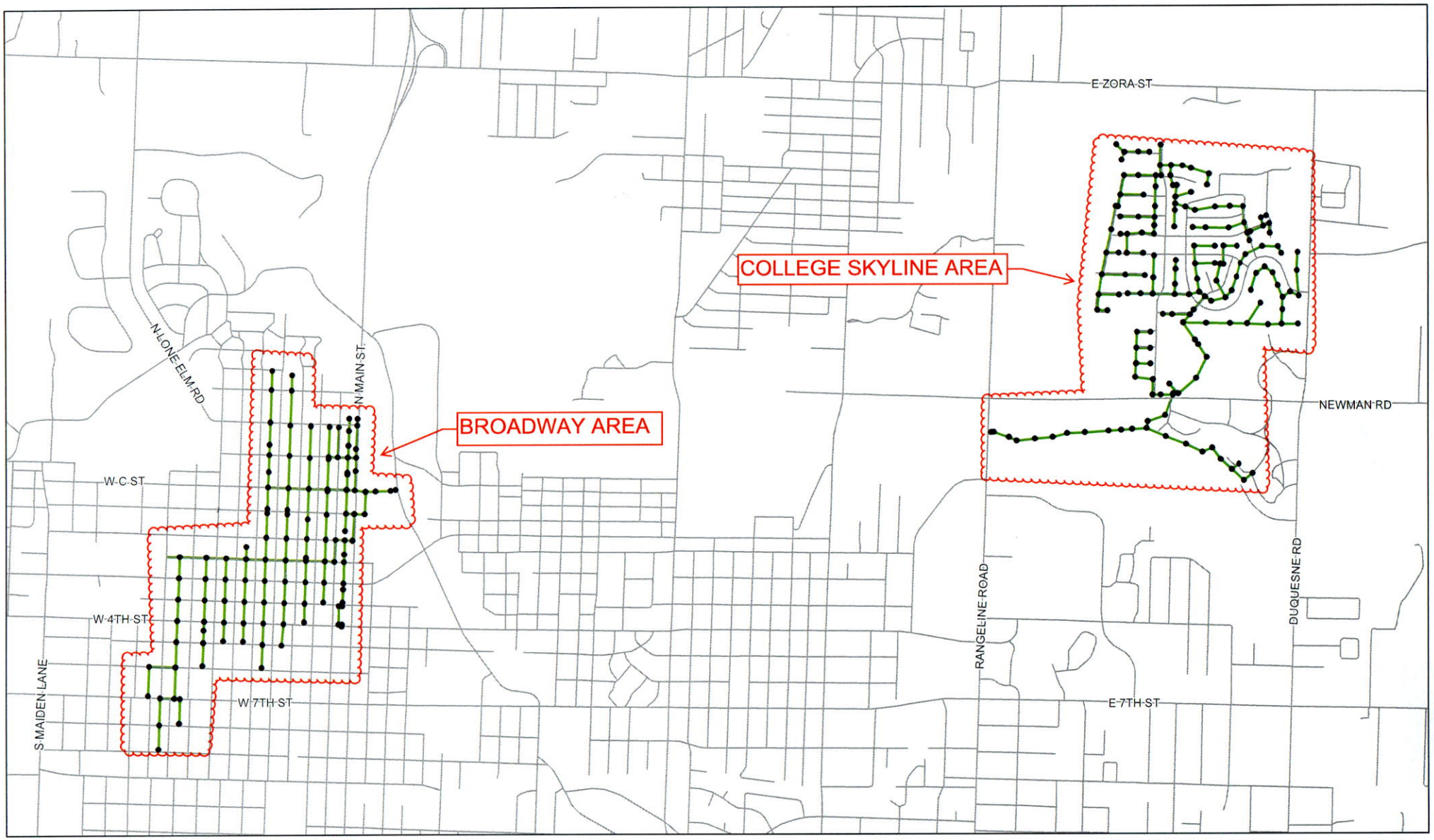
Prior to Year 7, the City proposes to discuss program successes and strategies for the coming years. Afterwards, the 3rd Milestone period's targeted rehabilitation quantities can be estimated.

Interim Milestone: Year 7 - 2025

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF) (For Year 8 Basin)	Lateral Launches (EA)
Priority 7 Basin	5	2,300	80	13	26,000	275

Interim Milestone: Year 8 - 2026

Basin(s)	I/I Basin Rank	CIPP or New PVC (LF)	Lateral Connection Repairs (EA)	Manhole Rehab (EA)	Smoke Testing (LF)	Lateral Launches (EA)
Priority 8 Basin	10	2,300	80	13	-	275



PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2025A

COUNCIL BILL NO. 2025-120 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement and Purchase Order 2025A with Ace Pipe Cleaning, Inc. for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement and purchase order by and between the City of Joplin and Ace Pipe Cleaning, Inc in the amount of Seven Hundred Fifty Thousand and 00/100 Dollars ($750,000.00) for the 2025 Evaluation and Rehabilitation Toolbox for Wastewater Collection System on behalf of the City of Joplin; a true and accurate copy of said agreement and purchase order 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 and purchase order, 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 agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of May 20, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-120 **ORDINANCE NO.**

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-268 – Rezoning

MEETING DATE:
May 5, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 015-25: 410 W 26th St – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Darren Collins

BACKGROUND:

The owner, Darren Collins, owns this lot and the lot to the East, which is presently a salon. The owner wishes to market this property for commercial development and is requesting a C-1 designation.
The Future Land Use Plan identifies this corridor as Multi-Use Residential-Commercial-Office, which allows for Low to High Density Residential, Retail-Commercial, and Office/Institutional Uses.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Collins explained that his wife owns and runs a beauty salon on the adjacent property. Mr. Collins stated they purchased the property for extra parking for his wife's salon. Mr. Collins stated that they are looking to sell both properties together, but the buyer would like this property to be zoned the same as the other.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-268
Planning & Zoning Commission recommends approving Case 015-25 (6 in Favor, 0 Opposed, 1 Absent)

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

CASE 015-25: REZONING

Mr. Kimble asked if the representative would step forward and state their name and address for the record.

Darren Collins of 3600 SE 110th Street, Galena, Kansas presented the case.

Mr. Collins explained that his wife owns and runs a beauty salon on the adjacent property. Mr. Collins stated they purchased the property for extra parking for his wife's salon. Mr. Collins stated that they are looking to sell both properties together, but the buyer would like for this property to be zoned the same as the other.

Mr. Kimble asked if the commission had any questions for the applicant.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

MR. SPRUCE MADE A MOTION TO APPROVE CASE 015-25. THIS MOTION WAS SECONDED BY MRS. KLUE-MICHAEL. MOTION CARRIED. (6 IN FAVOR, 0 IN OPPOSITION, 1 ABSENT)

Z&P Meeting: April 14, 2025
City Council Meeting: May 5, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 015-25 A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial)

LOCATION 410 W 26th St

APPLICANT Darren Collins

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 0.14 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-1	R-1	R-1
Land Use	Utility	Service (Salon)	Single-Family Home	Single-Family Home

FUTURE LAND USE

The property is identified as part of the Multi-Use Residential-Commercial-Office 26th Street Corridor in the 2012 Comprehensive Plan.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 26th St	Arterial	100′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Plan identifies this corridor as Multi-Use Residential-Commercial-Office, which allows for Low to High Density Residential, Retail-Commercial, and Office/Institutional Uses.

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

R-1 significantly restricts the utility of this property. With frontage along an arterial street, and being identified as a retail-commercial corridor, the highest and best use for this property is C-1.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This rezoning will not detrimentally affect nearby properties. Due to the commercial designation of this corridor, many of the properties along 26th St have already been rezoned to either C-O or C-1. Buffers are required for development (15 feet, landscaped) to address conflicting zoning districts.

DISCUSSION

The owner, Darren Collins, owns this lot and the lot to the East, which is presently a salon. The owner wishes to market this property for commercial development and is requesting a C-1 designation.

Staff recommends approval of Case 015-25.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: ~~REZ~~-015-25
Filing Fee: $600.00
Received: 3/10/25
Date Advertised: _____
Proj. No.: 25-025
Public Hearing Date: 4/14/25

Applicant: Derrick Diana Collins Phone No.: (417)437-2597
Address: 3600 SE 110th St Galena KS 66739 Email: 558dawn@gmail.com
Owner: Same Phone No.: _____
Address: _____ Email: _____
Location of Property: 410 W 26th
Present Use of Property: Vacant
Proposed Use of Property: Rec/Entertainment - Fitness Studio
Current Zoning: R-1 Requested Zoning: C-1

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	R-1	Substation
South	R-1	Residential
East	C-1	Salon
West	R-1	Residential

Character of the Neighborhood: Commercial/Single Family

Relationship to Existing Zoning Pattern:

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

If yes, explain: Zoned Residential

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: 26th St

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

Rezoning for Sale of Property.

_____

_____

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

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

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

Signature: Diane Collins **Date:** 3/10/25

Z & P Item 56-92
Darren Collins
(Z & P recommended approval)

A M E N D E D
COUNCIL BILL NO. 9 2 - 1 0 8 **ORDINANCE NO. 9 2 - 1 2 0**

AN ORDINANCE amending Ordinance No. 25793, passed by the Council of the City of Joplin, Missouri, March 18, 1968, by removing from District "R-1" and including in District "C1A" property located at 2602 Byers Avenue in the City of Joplin, Jasper County, Missouri, for the construction of a beauty shop.

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 Zoning and Planning 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. 25793 is hereby amended by removing the following described property from District "R-1" and including same in District "C1-A":

ALL OF LOT NO. 1 in Pyle's SubDivision to Lot No. 1 in Mohaska SubDivision to the City of Joplin, Jasper County, Missouri, located at 2602 Byers Avenue.

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 for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI,

this the 3rd Day of August 1992.

Mayor

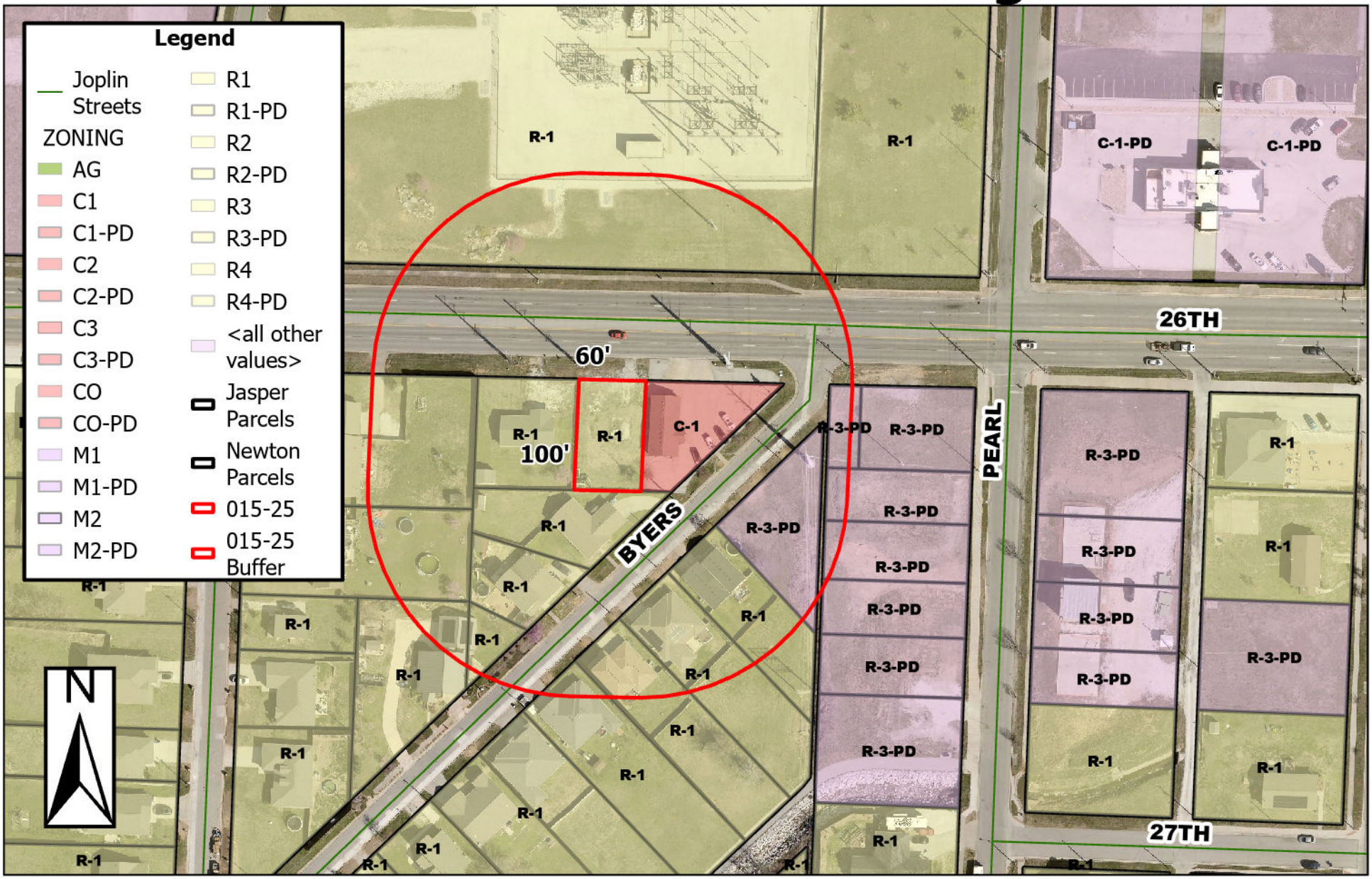
ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Case 015-25: Rezoning



410 W 26th St – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Darren Collins

P & Z Case 015-25
Darren Collins
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-268 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 410 W 26th St, Joplin, Jasper County, Missouri.

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

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

All of Lot Numbered Two (2) Excpt the West 15.00 feet thereof in PILES SUBDIVISION of Lot Numbered One (1) in Mohaska Subdivision in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

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_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2025-269 – Vacation

MEETING DATE:
May 5, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 010-25: 2100 E Rolla St – Vacation – A request to vacate part of E Rolla St – Joplin Schools

BACKGROUND:

Joplin Schools is planning to construct a loading dock expansion on the North side of Royal Heights Elementary School. This expansion will encroach into the bus/parking lane, which is located within the right-of-way (East Rolla Street). The School is seeking a vacation of 0.09 Acres (3945n square feet), which encompasses the parking lane.

Joplin Schools requested a variance of 18 feet and 11.5 inches from the 25-foot setback to expand the dock. The Board of Adjustments approved this request on April 18, 2025.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Pettit stated the request for street vacation is due to safety concerns. Mr. Pettit stated that the stairs from Royal Heights Elementary School lead onto Rolla Street, and they are looking to have them reconfigured to come off the side of the school instead of students immediately dispersing into the street. Mr. Pettit also explained that this vacation would allow the school to construct a new loading dock for deliveries. Mr. Pettit stated that the existing delivery dock has been removed, due to delivery trucks having to drive through the playground to make deliveries.

Dr. Rosenberg asked if this change would affect bus routes for loading and unloading of students.

Mr. Pettit stated that the bus routes would not be affected, since buses are loading and unloading students on the east side of the building.

Mr. Kimble asked if this would affect school drop-offs for students in the morning.
Mr. Pettit stated that this would not affect school drop-offs due to the new dock area ending where the car drop-off line will begin.

Mr. Kimble asked the representative if the fire lanes for the property would be affected.
Mr. Pettit stated that the only part of the fire lanes that will be affected are the west side of the fire lane line shown on the map.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-269
Planning & Zoning Commission recommends approving Case 010-25 (6 in Favor, 0 Opposed, 1 Absent)

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

CASE 010-25: STREET VACATION

Mr. Kimble asked if the representative would step forward and state their name and address for the record.

Dave Pettit of 1301 S Picher Ave, Joplin, Missouri represented the case on behalf of the Joplin School District.

Mr. Pettit stated the request for street vacation is due to safety concerns. Mr. Pettit stated that the stairs from Royal Heights Elementary School lead onto Rolla Street, and they are looking to have them reconfigured to come off the side of the school instead of students immediately dispersing into the street. Mr. Pettit also explained that this vacation would allow the school to construct a new loading dock for deliveries. Mr. Pettit stated that the existing delivery dock has been removed, due to delivery trucks having to drive through the playground to make deliveries.

Mr. Kimble asked if the commission had any questions for the representative.

Dr. Rosenberg asked if this change would affect bus routes for loading and unloading of students.
Mr. Pettit stated that the bus routes would not be affected, since buses are loading and unloading students on the east side of the building.

Mr. Kimble asked if this would affect school drop-offs for students in the morning.
Mr. Pettit stated that this would not affect school drop-offs due to the new dock area ending where the car drop-off line will begin.

Mr. Kimble asked the representative if the fire lanes for the property would be affected.
Mr. Pettit stated that the only part of the fire lanes that will be affected are the west side of the fire lane line shown on the map.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 010-25. THIS MOTION WAS SECONDED BY MS. WARREN. MOTION CARRIED. (6 IN FAVOR, 0 IN OPPOSITION, 1 ABSENT)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 010-25 A request to vacate right-of-way.

APPLICANT Joplin Schools

REPRESENTATIVE Joplin Schools

LOCATION 2100 E Rolla St

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street	Approximately 15′X50′

REASON FOR VACATION

The school needs to vacate part of Rolla St (where the bus lane is currently located) to construct a loading/unloading dock.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are no existing utilities within the right-of-way. Utilities have consented to the vacation and waived their rights.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No utilities are planned to locate within the easement.

DISCUSSION

Joplin Schools is planning to construct a loading dock expansion on the North side of Royal Heights Elementary School. This expansion will encroach into the bus/parking lane, which is located within the right-of-way (East Rolla Street). The School is seeking the vacation of 0.09 Acres (3945n square feet), which encompasses the parking lane.

Staff recommends approval of Case 010-25.

ENCLOSURES

- Application
- Map

Vacation of Streets or Easements Application

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

Office Use Only
Case No.: O10 - 25
Filing Fee: $600.00
Received: 1/29/25
Date Advertised: _____
Proj. No.: 25-027
Public Hearing Date: _____

Applicant: Joplin Schools, Attn: Chad Greer, AIA Phone No.: 417.206.3134

Address: 825 S. Pearl Avenue Joplin, MO 64801 Email: chad@cornergreer.com

Owner: _____ Phone No.: _____

Address: _____ Email: _____

Location of Street or Easement: Refer Exhibit A

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

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

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

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

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

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

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

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

Utility	Contact	Email	Phone
AT&T	Gene Lollis	IL0967@att.com	417-499-7819
MoAm Water*	Robert Divine	robert.divine@amwater.com	
MoAm Water*	Drew Daniels	drew.daniels@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Allo Fiber	Brandon Warren	Brandon.warren@allofiber.com	
Allo Fiber	Chris Rowley	Chris.rowley@allofiber.com	402-430-2870
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 x1531
City Stormwater	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 x1531

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

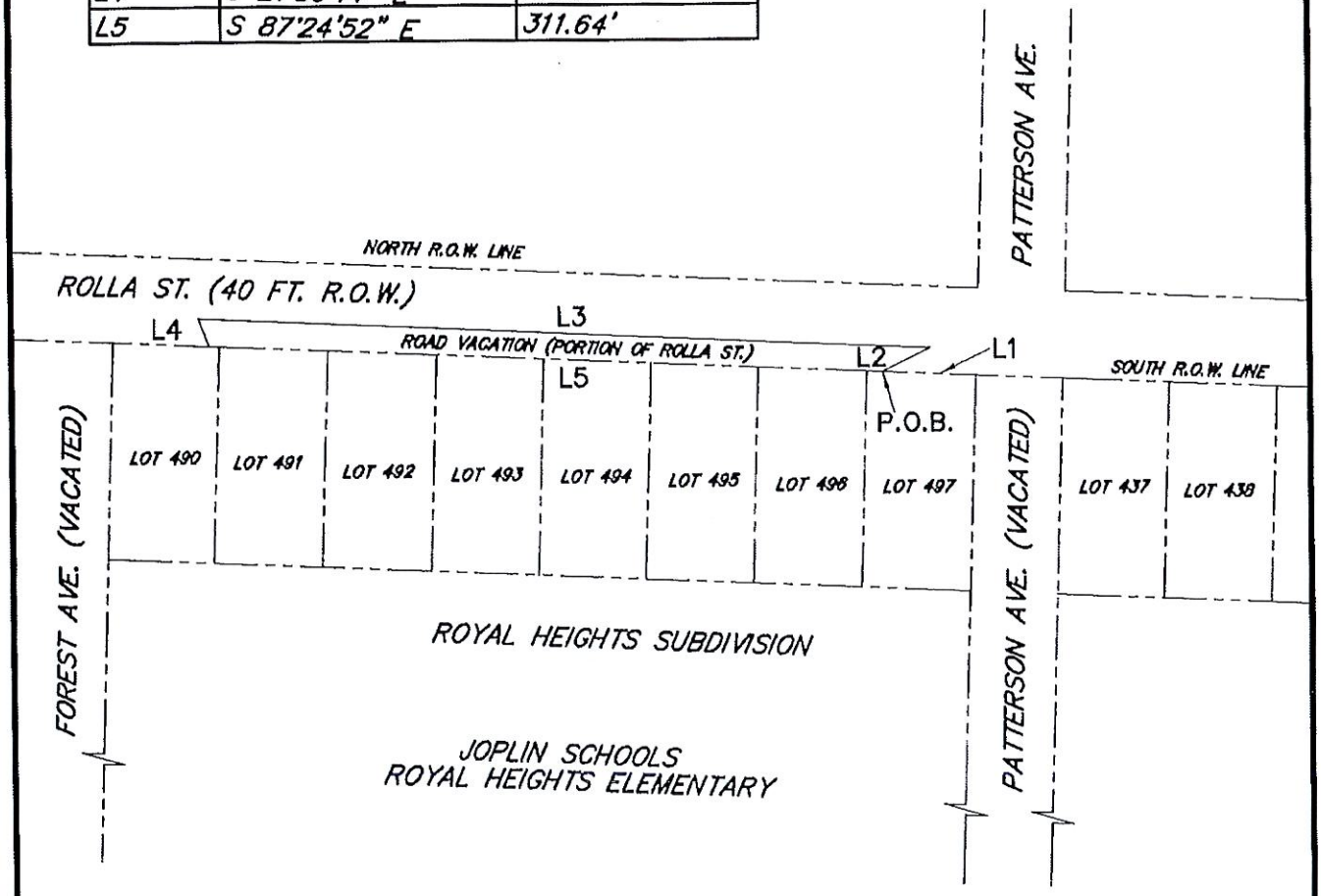
Signature: _____ (on behalf of Joplin Schools) **Date:** 2025.01.28

EXHIBIT "A"
ROAD VACATION

LINE	BEARING	DISTANCE
L1	N 87°24'52" W	42.84'
L2	N 63°41'53" E	24.48'
L3	N 87°18'46" W	338.65'
L4	S 21°36'14" E	13.62'
L5	S 87°24'52" E	311.64'

SCALE: 1"=80'

BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE.



DWN. BY: DDC	EXHIBIT "A" ROLLA STREET ROAD VACATION	DWG. NO. 1
CKD. BY: DDC		
APPD. BY: DDC		
DATE :1-14-2024	JOPLIN, MO	

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

EXHIBIT "A"
ROAD VACATION

A PORTION OF ROLLA STREET TO BE VACATED LYING ALONG THE NORTH LINE OF LOTS 490 THROUGH 497 IN ROYAL HEIGHTS SUB–DIVISION. LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 497 IN SAID SUB–DIVISION; THENCE N87°24'52"W, 42.84 FEET ALONG THE NORTH LINE OF SAID LOTS AND THE APPARENT SOUTH RIGHT–OF–WAY LINE OF ROLLA STREET TO THE POINT OF BEGINNING;

THENCE N63°41'53"E, 24.48 FEET LEAVING SAID LINE; THENCE N87°18'46"W, 338.65 FEET; THENCE S21°36'14"E, 13.62 FEET TO SAID NORTH LINE OF LOTS AND SAID APPARENT RIGHT–OF–WAY LINE OF ROLLA STREET; THENCE S87°24'52"E, 311.64 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRES (3945 SQUARE FEET) MORE OR LESS.
BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE, WEST ZONE (GRID)

SURVEYOR'S DECLARATION:

ON THE 14TH DAY OF JANUARY, 2025, THE HEREON PLATTED AND DESCRIBED EXHIBIT WAS MADE UNDER MY SUPERVISION.

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED.



1/14/24

ALLGEIER, MARTIN & ASSOCIATES
BY DARIN D. CARPENTER (AGENT)

SIGNATURE IN BLUE INK
SEAL IN RED INK

DARIN D. CARPENTER
LS 2006000168

DWN. BY: DDC	EXHIBIT "A"	DWG. NO.
CKD. BY: DDC	ROLLA STREET ROAD VACATION	2
APPD. BY: DDC	JOPLIN, MO	
DATE :1–14–2024		

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

A PORTION OF ROLLA STREET TO BE VACATED LYING ALONG THE NORTH LINE OF LOTS 490 THROUGH 497 IN ROYAL HEIGHTS SUB-DIVISION. LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 497 IN SAID SUB-DIVISION; THENCE N87°24'52"W, 42.84 FEET ALONG THE NORTH LINE OF SAID LOTS AND THE APPARENT SOUTH RIGHT-OF-WAY LINE OF ROLLA STREET TO THE POINT OF BEGINNING;

THENCE N63°41'53"E, 24.48 FEET LEAVING SAID LINE; THENCE N87°18'46"W, 338.65 FEET; THENCE S21°36'14"E, 13.62 FEET TO SAID NORTH LINE OF LOTS AND SAID APPARENT RIGHT-OF-WAY LINE OF ROLLA STREET; THENCE S87°24'52"E, 311.64 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINING 0.09 ACRES (3945 SQUARE FEET) MORE OR LESS.

BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE, WEST ZONE (GRID)

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: 010-25
Applicant: Joplin Schools / Corner Greer
Phone: 417-206-3134
Email: chad@cornergreer.com

Be it known that Joplin Schools, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* a portion of Rolla Street (see attached)

Located at: Royal Heights Elementary School - 2100 Rolla St

For the following purpose: To construct a building addition (loading dock)

For Utility Use:

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

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

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

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

Alex Sammet (Feb 11, 2025 19:44 CST)

Authorized Representative

02/11/2025
Date

Spire
Name of Utility

Spire Missouri Inc.
700 Market St.
St. Louis, MO 63101

February 1st, 2025

Joplin Schools

Re: VACATION OF A PORTION OF ROLLA STREET TO CONSTRUCT A LOADING DOCK

Vacation: A PORTION OF ROLLA STREET TO BE VACATED LYING ALONG THE NORTH LINE OF LOTS 490 THROUGH 497 IN ROYAL HEIGHTS SUB-DIVISION. LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Joplin Schools,

In response to the letter dated January 29th, 2025 relative to the above referenced vacation request.

Please be advised that Spire Missouri Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

Alex Sammet (Feb 11, 2025 19:44 CST)

Alex Sammet
Manager Right of Way & Land Management
Spire Missouri Inc.

TJF:MRS
cc: chad@cornergreer.com

Engineering Dept. Approval: Jose Arellano

System Planning Approval: PC
PC

Signature: Jose Arellano
Email: jose.arellano@spireenergy.com

Signature: Phil Cellitti
Phil Cellitti (Feb 12, 2025 05:04 CST)
Email: phil.cellitti@spireenergy.com

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Authorized Representative — Date: 2/7/25

Spark light
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

JOHN CRUZ
Authorized Representative

2/5/2025
Date

sewer
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: 010-25
Applicant: Joplin Schools / Corner Greer
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     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other:

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

Jerry Herron — Authorized Representative
2.5.2025 — Date
Republic Services — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: 010-25
Applicant: Joplin Schools / Corner Greer
Phone: 417-206-3134
Email: chad@cornergreer.com

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     - ☐ Relocate facilities
     - ☐ Other:

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

Martha A. Bourke — Authorized Representative

1-31-2025 — Date

Missouri American Water Co. — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: 010-25
Applicant: Joplin Schools / Corner Greer
Phone: 417-206-3134
Email: chad@cornergreer.com

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     - ☐ Relocate facilities
     - ☐ Other:

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

Kaleb Roberts — Authorized Representative

1/23/25 — Date

Storm Water — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: 010-25
Applicant: Joplin Schools / Corner Greer
Phone: 417-206-3134
Email: chad@cornergreer.com

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     - ☐ Relocate facilities
     - ☐ Other:

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Gene Lollis
Authorized Representative

01/30/2025
Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: O10-25
Applicant: Joplin Schools / Corner Greer
Phone: 417-206-3134
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     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other:

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

Authorized Representative — Date: 1-29-25

Liberty Utilities
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: 010-25
Applicant: Joplin Schools / Corner Greer
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   - ☐ Relocate facilities
   - ☐ Other:

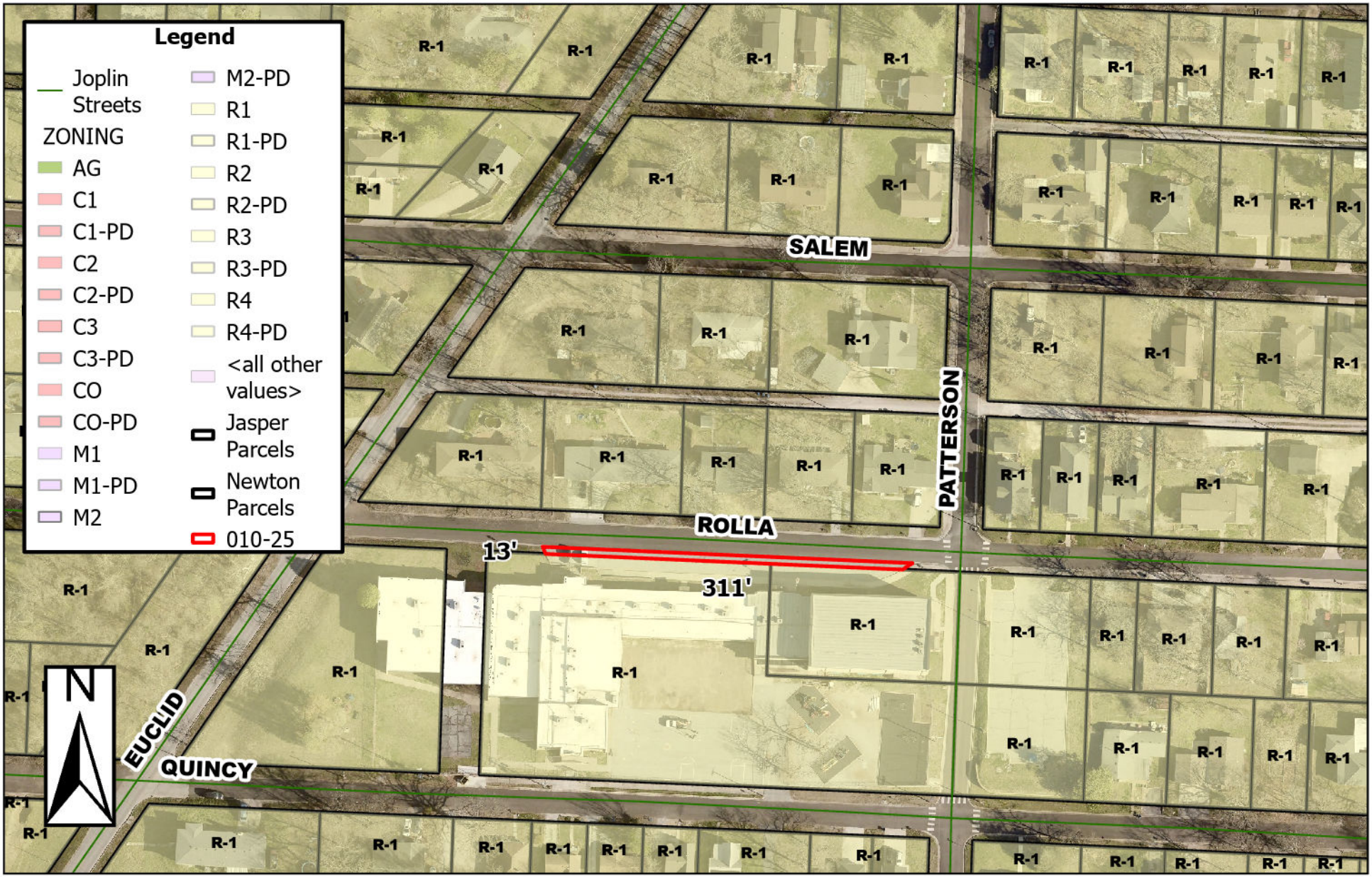
Please return this form within **21 days** to the applicant listed above.

Chris Rowley — Authorized Representative

2/5/2025 — Date

ALLO Fiber — Name of Utility

Case 010-25: Street Vacation



2100 Rolla St – Street Vacation – A request to vacate a section of Rolla St – Joplin Schools

0 40 80 160 240 320
Feet

P & Z Case 010-25
Joplin Schools
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-269 ORDINANCE NO.

AN ORDINANCE providing to vacate part of a street, lying north of property described as 2100 E Rolla St, City of Joplin, Newton County, Missouri.

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

Section 1. That the vacation of part of a street at property described as 2100 E Rolla St, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

A PORTION OF ROLLA STREET TO BE VACATED LYING ALONG THE NORTH LINE OF LOTS 490 THROUGH 497 IN ROYAL HEIGHTS SUB-DIVISION. LOCATED IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 497 IN SAID SUB-DIVISION; THENCE N87°24'52"W, 42.84 FEET ALONG THE NORTH LINE OF SAID LOTS AND THE APPARENT SOUTH RIGHT-OF-WAY LINE OF ROLLA STREET TO THE POINT OF BEGINNING; THENCE N63°41'53"E, 24.48 FEET LEAVING SAID LINE; THENCE N87°18'46"W, 338.65 FEET; THENCE S21°36'14"E, 13.62 FEET TO SAID NORTH LINE OF LOTS AND SAID APPARENT RIGHT-OF-WAY LINE OF ROLLA STREET; THENCE S87°24'52"E, 311.64 FEET ALONG SAID LINE TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES (3945 SQUARE FEET) MORE OR LESS. BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE, WEST ZONE (GRID).

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-516 – Approving the updated Salary Administration Plan for Classified and Unclassified positions by adding the newly created positions of Competent Professional Authority-WIC and Health Professional Assistant-WIC

MEETING DATE
May 5, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-516 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the updated Salary Administration Plan for Classified and Unclassified positions by adding the newly created positions of Competent Professional Authority-WIC and Health Professional Assistant-WIC.

BACKGROUND
The State of Missouri is requiring the City to eliminate the WIC Certifier position and create two new positions, Competent Professional Authority-WIC and Health Professional Assistant-WIC. There is a pathway for current employees to transition to either position. The placement in the positions will be based on education and experience. The goal of the State is to transition all staff to Competent Professional Authority in order to help reduce the workload for Nutritionists. Nutritionists are in high demand and the positions have been challenging to fill across the State. It is anticipated the positions will be covered 100% by the WIC Grant. The effective date of this change will be June 1, 2025.

FUNDING SOURCE
There is sufficient funding in the Health Department WIC budget for this transition due to vacancies.

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

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE JUNE 1, 2025

* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
N1	Cook	$ 13.923	$ 14.271	$ 14.628	$ 14.994	$ 15.368	$ 15.753	$ 16.146	$ 16.550	$ 16.964	$ 17.388	$ 17.823	$ 18.268	$ 18.725	$ 19.193	$ 19.673	$ 20.165	$ 20.669	
	Court Assistant I	$ 28,960	$ 29,684	$ 30,426	$ 31,187	$ 31,966	$ 32,765	$ 33,585	$ 34,424	$ 35,285	$ 36,167	$ 37,071	$ 37,998	$ 38,948	$ 39,921	$ 40,919	$ 41,942	$ 42,991	
	Custodian																		
	Transit Dispatcher																		
N2	Administrative Assistant	$ 15.037	$ 15.413	$ 15.798	$ 16.193	$ 16.598	$ 17.013	$ 17.438	$ 17.874	$ 18.321	$ 18.779	$ 19.248	$ 19.730	$ 20.223	$ 20.728	$ 21.247	$ 21.778	$ 22.322	
	Breastfeeding Peer Counselor Coordinator	$ 31,277	$ 32,059	$ 32,860	$ 33,682	$ 34,524	$ 35,387	$ 36,271	$ 37,178	$ 38,108	$ 39,060	$ 40,037	$ 41,038	$ 42,064	$ 43,115	$ 44,193	$ 45,298	$ 46,430	
	Court Compliance Officer I																		
	Laborer I																		
	Police Services Assistant																		
	Tourism Assistant																		
	Transit Driver I																		
	Utility Locator																		
	Wastewater Laboratory Assistant																		
N3	Automotive Service Worker	$ 16.240	$ 16.646	$ 17.062	$ 17.488	$ 17.926	$ 18.374	$ 18.833	$ 19.304	$ 19.787	$ 20.281	$ 20.788	$ 21.308	$ 21.841	$ 22.387	$ 22.946	$ 23.520	$ 24.108	
	Court Assistant II	$ 33,779	$ 34,623	$ 35,489	$ 36,376	$ 37,285	$ 38,218	$ 39,173	$ 40,152	$ 41,156	$ 42,185	$ 43,240	$ 44,321	$ 45,429	$ 46,564	$ 47,728	$ 48,922	$ 50,145	
	Engineering Assistant																		
	Health Professional Assistant-WIC																		
	Laborer II																		
	Permit Technician																		
	Recreation Leader																		
	Transit Driver II																		
N4	Accounting Specialist	$ 17.539	$ 17.977	$ 18.427	$ 18.888	$ 19.360	$ 19.844	$ 20.340	$ 20.848	$ 21.370	$ 21.904	$ 22.451	$ 23.013	$ 23.588	$ 24.178	$ 24.782	$ 25.402	$ 26.037	
	Airport Operations Worker	$ 36,481	$ 37,393	$ 38,328	$ 39,286	$ 40,268	$ 41,275	$ 42,307	$ 43,365	$ 44,449	$ 45,560	$ 46,699	$ 47,866	$ 49,063	$ 50,290	$ 51,547	$ 52,835	$ 54,156	
	Assistant City Clerk																		
	Communications Specialist																		
	Competent Professional Authority-WIC																		
	Court Compliance Officer II																		
	Crime Analyst/Accreditation Coordinator																		
	CVB Marketing Specialist																		
	Engineering Technician																		
	Equipment Operator																		
	Evidence Technician																		
	HR Specialist																		
	Interactive Communications Specialist																		
	Legal Specialist																		
	Neighborhood Improvement Officer																		
	Park Ranger																		
	Parks Caretaker																		
	Public Safety Communications Operator I																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE JUNE 1, 2025

* - unclassified position according to city charter (E) - exempt according to FLSA

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	Recreation Coordinator																		
	Right-of-Way Technician																		
	Transit Driver III																		
	Wastewater Laboratory Technician																		
	Wastewater Plant Operator																		
	Wastewater Plant Utility Worker																		
N10	Airport Police Officer	$ 19.293	$ 19.775	$ 20.270	$ 20.776	$ 21.296	$ 21.828	$ 22.374	$ 22.933	$ 23.506	$ 24.094	$ 24.697	$ 25.314	$ 25.947	$ 26.595	$ 27.260	$ 27.942	$ 28.640	
	Animal Control Officer	$ 40,129	$ 41,132	$ 42,161	$ 43,215	$ 44,295	$ 45,402	$ 46,538	$ 47,701	$ 48,893	$ 50,116	$ 51,369	$ 52,653	$ 53,969	$ 55,318	$ 56,701	$ 58,119	$ 59,572	
	Building Inspector																		
	Building Maintenance Technician																		
	Construction Inspector																		
	Detention Officer																		
	Environmental Public Health Specialist I																		
	Executive Asst/Secretary to City Manager																		
	Heavy Equipment Operator																		
	Parks Facilities Maintenance Technician																		
	Public Safety Communications Operator II																		
	Traffic, Markings and Sign Technician																		
N11	Automotive Technician II	$ 21.222	$ 21.753	$ 22.297	$ 22.854	$ 23.425	$ 24.011	$ 24.611	$ 25.226	$ 25.857	$ 26.504	$ 27.166	$ 27.845	$ 28.541	$ 29.255	$ 29.986	$ 30.736	$ 31.504	
	Communications Technician	$ 44,142	$ 45,246	$ 46,377	$ 47,536	$ 48,725	$ 49,943	$ 51,191	$ 52,471	$ 53,783	$ 55,127	$ 56,506	$ 57,918	$ 59,366	$ 60,850	$ 62,372	$ 63,931	$ 65,529	
	Environmental Public Health Specialist II																		
	GIS Technician																		
	Lead Animal Control Officer																		
	Lead Building Inspector																		
	Lead Case Investigator/Contact Tracer																		
	Lead Cemetery Caretaker																		
	Lead Parks Caretaker																		
	Nutritionist I																		
	Project Coordinator																		
	Property Negotiator/Appraiser																		
	Traffic Signal Technician																		
	Wastewater Plant Technician																		
	Wastewater Pretreatment Technician																		
N20	Airport Operations Supervisor	$ 22.283	$ 22.840	$ 23.411	$ 23.997	$ 24.597	$ 25.211	$ 25.842	$ 26.488	$ 27.150	$ 27.829	$ 28.524	$ 29.238	$ 29.969	$ 30.718	$ 31.486	$ 32.273	$ 33.080	$ 33.907
	Chief Wastewater Plant Operator	$ 46,349	$ 47,508	$ 48,696	$ 49,913	$ 51,161	$ 52,440	$ 53,751	$ 55,095	$ 56,472	$ 57,884	$ 59,331	$ 60,814	$ 62,334	$ 63,893	$ 65,490	$ 67,127	$ 68,806	$ 70,526
	Chief Wastewater Plant Technician																		
	Community Health Planner/Educator																		
	Jail Shift Supervisor																		

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE JUNE 1, 2025

* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)
	Nutritionist II																		
	Transit Driver Supervisor																		
	Utility Billing Supervisor																		
	Wastewater Laboratory Supervisor																		
	Wellness Coordinator																		
N21	Accountant I (E)	$ 24.512	$ 25.124	$ 25.752	$ 26.396	$ 27.056	$ 27.733	$ 28.426	$ 29.137	$ 29.865	$ 30.612	$ 31.377	$ 32.161	$ 32.965	$ 33.789	$ 34.634	$ 35.500	$ 36.388	$ 37.297
	Community Health Nurse (E)	$ 50,984	$ 52,259	$ 53,565	$ 54,904	$ 56,277	$ 57,684	$ 59,126	$ 60,604	$ 62,119	$ 63,672	$ 65,264	$ 66,896	$ 68,568	$ 70,282	$ 72,039	$ 73,840	$ 75,686	$ 77,578
	Fire Apparatus Fleet Manager																		
	IT Analyst																		
	Land Surveyor																		
	Planner																		
	Plans Reviewer																		
	Public Safety Communications Supervisor																		
	Recycling Coordinator (E)																		
	Right-of-Way Manager																		
	Wastewater Pretreatment Inspector																		
N22	Accountant II (E)	$ 26.963	$ 27.637	$ 28.328	$ 29.036	$ 29.762	$ 30.506	$ 31.269	$ 32.050	$ 32.851	$ 33.673	$ 34.515	$ 35.377	$ 36.262	$ 37.168	$ 38.098	$ 39.050	$ 40.026	$ 41.027
	Assistant CVB Director/Director of Sales (E)	$ 56,083	$ 57,485	$ 58,922	$ 60,395	$ 61,905	$ 63,452	$ 65,039	$ 66,664	$ 68,331	$ 70,039	$ 71,790	$ 73,585	$ 75,425	$ 77,310	$ 79,243	$ 81,224	$ 83,255	$ 85,336
	Building Maintenance Supervisor (E)																		
	Communications Technician Manager																		
	Fleet Maintenance Supervisor (E)																		
	Golf Course Professional (E)																		
	HR Safety Manager (E)																		
	Jail Administrator (E)																		
	Neighborhood Improvement Supervisor (E)																		
	Regional Response Planner																		
	Transportation Coordinator (E)																		
N23	Assistant Wastewater Plant Superintendent (E)	$ 29.659	$ 30.400	$ 31.161	$ 31.940	$ 32.738	$ 33.556	$ 34.395	$ 35.255	$ 36.137	$ 37.040	$ 37.966	$ 38.915	$ 39.888	$ 40.885	$ 41.907	$ 42.955	$ 44.029	$ 45.130
	Athletic Facilities Superintendent (E)	$ 61,691	$ 63,233	$ 64,814	$ 66,434	$ 68,095	$ 69,797	$ 71,542	$ 73,331	$ 75,164	$ 77,043	$ 78,969	$ 80,944	$ 82,967	$ 85,041	$ 87,167	$ 89,347	$ 91,580	$ 93,870
	Cemetery Superintendent (E)																		
	Emergency Management Coordinator (E)																		
	Financial Analyst (E)																		
	Golf Course Superintendent (E)																		
	Infrastructure Maintenance Supervisor (E)																		
	Medical Services Coordinator (E)																		
	Museum Curator (E)																		
	Network Administrator																		
	Parks Superintendent (E)																		

CITY OF JOPLIN
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	Public Information Officer (E)																		
	Public Safety Communications Manager (E)																		
	Webmaster (E)																		
	WIC Services Coordinator (E)																		
N24	Airport Manager (E)	$ 32.625	$ 33.441	$ 34.277	$ 35.133	$ 36.012	$ 36.912	$ 37.835	$ 38.781	$ 39.750	$ 40.744	$ 41.763	$ 42.807	$ 43.877	$ 44.974	$ 46.098	$ 47.251	$ 48.432	$ 49.643
	Assistant City Prosecutor (E)	$ 67,860	$ 69,556	$ 71,295	$ 73,078	$ 74,905	$ 76,777	$ 78,697	$ 80,664	$ 82,681	$ 84,748	$ 86,866	$ 89,038	$ 91,264	$ 93,546	$ 95,884	$ 98,281	$ 100,738	$ 103,257
	Capital Improvement Project Manager (E)																		
	Chief Building Official (E)																		
	Civil Engineer I (E)																		
	Infrastructure Superintendent (E)																		
	Police Captain (E)																		
	Wastewater Plant Superintendent (E)																		
N30	Assistant Director of Health (E)	$ 35.887	$ 36.785	$ 37.704	$ 38.647	$ 39.613	$ 40.603	$ 41.618	$ 42.659	$ 43.725	$ 44.818	$ 45.939	$ 47.087	$ 48.265	$ 49.471	$ 50.708	$ 51.976	$ 53.275	$ 54.607
	Assistant Director of Planning, Development (E)	$ 74,646	$ 76,512	$ 78,425	$ 80,385	$ 82,395	$ 84,455	$ 86,566	$ 88,730	$ 90,949	$ 93,222	$ 95,553	$ 97,942	$ 100,390	$ 102,900	$ 105,473	$ 108,109	$ 110,812	$ 113,582
	Assistant Director of Public Works-Operations (E)																		
	Assistant Finance Director (E)																		
	Assistant Parks Director (E)																		
	City Prosecutor (E)																		
	Civil Engineer II (E)																		
	Deputy Fire Chief (E)																		
N40	Assistant City Attorney (E)	$ 39.476	$ 40.463	$ 41.475	$ 42.512	$ 43.574	$ 44.664	$ 45.780	$ 46.925	$ 48.098	$ 49.300	$ 50.533	$ 51.796	$ 53.091	$ 54.418	$ 55.779	$ 57.173	$ 58.603	$ 60.068
	Assistant Director of Public Works-Engineering (E)	$ 82,110	$ 84,163	$ 86,267	$ 88,424	$ 90,635	$ 92,900	$ 95,223	$ 97,603	$ 100,044	$ 102,545	$ 105,108	$ 107,736	$ 110,429	$ 113,190	$ 116,020	$ 118,920	$ 121,893	$ 124,941
	Assistant Police Chief (E)																		
	* CVB Director (E)																		
	* Director of Communications (E)																		
	* Municipal Court Administrator (E)																		
N41	* Community Health Director (E)	$ 43.424	$ 44.509	$ 45.622	$ 46.763	$ 47.932	$ 49.130	$ 50.358	$ 51.617	$ 52.908	$ 54.230	$ 55.586	$ 56.976	$ 58.400	$ 59.860	$ 61.357	$ 62.891	$ 64.463	$ 66.074
	* Director of IT (E)	$ 90,321	$ 92,579	$ 94,894	$ 97,266	$ 99,698	$ 102,190	$ 104,745	$ 107,364	$ 110,048	$ 112,799	$ 115,619	$ 118,510	$ 121,472	$ 124,509	$ 127,622	$ 130,812	$ 134,083	$ 137,435
	* Director of Planning, Development and NI (E)																		
	* Finance Director (E)																		
	* Fire Chief (E)																		
	* HR Director/Risk Manager (E)																		
	* Parks & Recreation Director (E)																		
N42	* Assistant City Manager (E)	$ 47.766	$ 48.960	$ 50.184	$ 51.439	$ 52.725	$ 54.043	$ 55.394	$ 56.779	$ 58.198	$ 59.653	$ 61.145	$ 62.673	$ 64.240	$ 65.846	$ 67.492	$ 69.180	$ 70.909	$ 72.682
	* Police Chief (E)	$ 99,354	$ 101,837	$ 104,383	$ 106,993	$ 109,668	$ 112,409	$ 115,220	$ 118,100	$ 121,053	$ 124,079	$ 127,181	$ 130,361	$ 133,620	$ 136,960	$ 140,384	$ 143,894	$ 147,491	$ 151,178

CITY OF JOPLIN

EXHIBIT "A"-SALARY ADMINISTRATION PLAN

FOR CLASSIFIED AND UNCLASSIFIED POSITIONS

EFFECTIVE JUNE 1, 2025

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		* Public Works Director (E)																		

COUNCIL BILL NO. 2025-516 ORDINANCE NO.

AN ORDINANCE adopting an updated step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2024-2025; and, setting a date when this Ordinance shall become effective.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2024-149 on October 21, 2024; and,

WHEREAS, the City Council desires to add newly created positions of Competent Professional Authority-WIC and Health Professional Assistant-WIC to the approved City Salary Administration Plan effective June 1, 2025; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Unclassified service of the City.

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

Section 1. That the attached Step Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan effective on June 1, 2025, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified positions for Fiscal Year 2024-2025, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That the annual salary of certain Unclassified positions for Fiscal Year 2024-2025, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 4. That additional compensation to members of the Unclassified and Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 5. That this ordinance shall become effective on June 1, 2025.

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

_____ day of _____, 2025.

_____

Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-611 – Approving a contract with RAVENii, LLC., for Co-Managed Services and Network Upgrades

MEETING DATE
May 5, 2025

ORIGINATING DEPT
Information Technology

ATTACHMENTS
CB 2025-611 Ordinance; Exhibit "A" RAVENii MSA Contract; RAVENii Bid Response; City of Joplin RFP 2025-RFP-14; Summary of Scores

REVIEWED BY
Department Head: Mark Morris; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with RAVENii, LLC., to fulfill the scope of work outlined in the RFP and their subsequent response for a 3-year period.

BACKGROUND

Summary of Bid Process:
The following 5 bids were received in response to RFP:

- RAVENii, LLC
- EDGEFI
- BUZZCLAN
- ConsultADD, Inc. (deemed non-compliant)
- MAVERC (RFP arrived late/past RFP deadline)

A city staff team was assembled to assess the bids as set forth in the RFP. The team was Mark Morris, Lane Starchman, Capt. Will Davis, AJ Whistler, and Asst Chief Brian Lewis. The bids were assessed as follows:

15%	Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
25%	Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
10%	References – will be based on references submitted as part of RFP but can include clients not submitted.
40%	Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.
10%	Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. RAVENii, LLC., received an overall average score of 95.8. RAVENii, LLC., was the unanimous 1st choice with the 2nd respondent receiving an overall average score of 57.4 and 3rd respondent receiving an overall average score of 53.2.

Summary:
RAVENii, LLC., had the highest final score for the RFP and has submitted the best overall bid. The contract price, inclusive of the items in the scope of work, is $236,322.72 annually.

FUNDING SOURCE
General Fund, IT Network Services Acct# 001-2501-500-52.20

RECOMMENDATION
Staff recommends approval of this council bill on 1st reading with an effective date of June 1, 2025

CITY OF JOPLIN MISSOURI

REQUEST FOR PROPOSAL NO. 2025-RFP-14
Co-Managed Cybersecurity Services & Upgrades

RAVENii LLC | 9664 MARION RIDGE, KANSAS CITY, MO 64137

RAVENii

Company Profile

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.

RAVENii, LLC

9664 Marion Ridge

Kansas City, MO 64137

844-317-0944

inquiries@ravenii.com

B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.

Established 2014 | United States | State of Missouri

C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.

State of Missouri | Certificate of Organization

State of Missouri | Corporate Division, Certificate of Good Standing

D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

RAVENii Project Manager

Zachary L Yelland

(785) 219 - 1250

Organizational Structure

RAVENii was launched in 2014 bringing decades of front-line experience across many domains of cybersecurity, while harnessing the power of its global network of seasoned security experts to keep abreast of the ever-changing threat landscape. Today, RAVENii supports data centers, school districts, public municipalities, non-profit organizations, transportation, utilities, manufacturing, financial, and healthcare organizations with its "Gray Matter" approach to cybersecurity in an unceasing effort to improve our customer's security posture.

The RAVENii team has over 100+ years of combined experience in designing, implementing, and operating secure network monitoring and infrastructure. We provide a complete suite of security services tailored to our specific customer needs.

Security Audit & Compliance Experience

- FFIEC since 2004
- PCI since 2003
- CJIS since 2003
- GLBA since 2005
- NIST is the foundation of all the above.
- RAVENii's deep understanding of regulation and cross alignment allows us to be extremely efficient in audit process, remediation, and advisory services.

RAVENii serves as the subject matter expert and advisor for security and compliance for all our active clients. Our U.S. based and geographically diverse SOC team is monitoring network environments, actively alerting on critical anomalies, and advising on remediation efforts with our clients daily.

RAVENii's team of skilled professionals works diligently and efficiently to meet deadlines for onboarding and implementation, provide timely and meaningful reporting, and stay within the budget. RAVENii has a seasoned team of network engineers, to ensure that the security configurations for the City's environment are designed to be scalable.

We have worked with multiple municipalities across the nation to improve their security posture, responsiveness, and cost efficiencies and we pride ourselves on being vendor agnostic. Being vendor agnostic allows RAVENii to be agile. We can leverage the experience we've accumulated over the years of monitoring and managing our clients' security programs to better serve and solve pain points faster for our entire client pool.

Our number 1 goal is to make sure our customers are maximizing their existing investments in information and security technology. Considering the recent increase in adversarial maneuvers against municipalities, RAVENii plans to take a risk-based approach to securing the City's environment. Our advisory team will walk you through the right steps to take and best practices to follow when rightsizing and protecting your infrastructure.

RAVENii is focused on fortifying the City of Joplin's security landscape and protecting your constituent's data from potential cyber-attacks. We've got you covered on all things cybersecurity so you can focus on your strategic goals and initiatives.

RAVENii has a team dedicated to providing security & SOC monitoring services to city municipalities. This team is comprised of several members of the RAVENii staff with diverse areas of expertise to ensure The City of Joplin's needs are met. RAVENii's City Team is ready to serve the City with 24x7x365 monitoring and alerting along with strategic planning concerning infrastructure and growth and potential redesign to ensure security monitoring integration and best practices are included.

The team listed below will all be available to assist The City of Joplin at any time during our contracted

agreement.

RAVENii's City Team:
Gretchen Gregory | CFO

Michael Yelland | Chief Security Officer & Executive Sponsor

Eric Helm | VP of Security Engineering & Architecture & Executive Sponsor

Travis Salsbury | SOC Manager

Brian Miner | Senior SOC Analyst

David Griffin | Senior SOC Analyst

Tylor Lovette | VCISO

Zachary Yelland | Operations Manager

Key Staff Resumes

RAVENii will also assign a team to work directly with the City of Joplin so they can become intimately familiar with the City's resources and infrastructure.

Key Company Representatives:
SOC Manager | Travis Salsbury
Senior SOC Analyst | Brian Miner
Senior SOC Analyst | David Griffin
Tylor Lovette | VCISO

MICHAEL YELLAND, CHIEF SECURITY OFFICER

Summary:

30 years of extensive experience in compliance and regulations, creating and deploying secure network solutions, systems, and information assets.

Experience:

Compliance

Provide network security support and compliance support to two (2) cooperative companies and their 47 power generation and distribution companies located in the Midwest.

Network Security Solutions

Certified Tenable Consultant 1999, Providing advisory on implementation of security center and proper methodology of vulnerability analysis SCADA, industrial IOT and Integrated control systems as it Relates to Utility's, Medical, and Transportation industries. Contributor to Digital Bond Tenable Nessus Policy Audits and its plugin ongoing development and application to Utilities and Industrial controls, Tenable Passive Vulnerability Management for Scada and Threat Identification as it relates to Utilities, and Transportation, NIST of FS-Test of FTK and Dc3dd imaging standards. Continued contributor and spokesperson for the UK and US Cyber Senate ICS, Railways, Nuclear Cyber Security Summit, PLC Cyber Security Research, Smart Meters, Smart Grids, and Utility Radio Mesh Networks. The key incident response team leader for proactive and post-incident response, Real-time incident response, system classification, containment, remediation, and forensic analysis based on enterprise and SCADA attacks.

Deployment

Architect and consulting for SIEM deployment and security operations center for SCADA, ICS, IoT and Industrial Operation Technology (OT). Technical consultant and architect of core MSP products

and hosting solutions (Tenable Security Center, Rapid 7 Meta Pro, Alien Vault SIEM deployment, cloud deployment).

Information Security Consultant

Provide consultation on the establishment of OT baseline assessment, strategic vision and gap analysis for complex enterprise and legacy OT security plans. Produced executive roadmaps for continuous improvement teams, technology, and processes, which resulted in increased capacity to withstand cyber-attacks, as measured by annual sophisticated attack simulations and Penetration Testing. Also, developed training materials and instruction courses for customers in ICS identification and risk management, offensive security team practices, vulnerability management plans, and data forensics laboratories; manages the preservation, acquisition, inspection, analysis, and reporting of digital evidence.

Education, Certifications & Qualifications:

Tenable Certified Security Professional

Rapid 7 Metasploit Certified Specialist

Rapid 7 Nexpose Certified Administrator

Defcon Security

HIPPA

COBIT

NIST

GLBA

PCI

FFIE

NERC/FERC

Centriq, Certified Ethical Hacker

VMware V-Deploy Secure and Analyze

American Bankers Association, Gramm-Leach-Bliley Act

America Bankers Association, FFIEC Safety, Sound Audit, and Compliance

Centriq, CISSP

ERIC HELM, VP of SECURITY ENGINEERING & ARCHITECTURE

Summary:

16 years of experience in the development, design, implementation, security and support of IP data, voice, and video networks.

Experienced with multiple technologies in both service provider and enterprise campus environments including IP Routing, Ethernet Switching, Data Center Ethernet, Wireless LANs, Network Security/Firewalls, VPNs, IP Video, and VoIP.

Experience:

VP Engineering/Security Analyst

Manage & develop technology and processes for managed security services. Penetration testing, threat intelligence, incident response, security event/log analysis.

Senior Systems Engineer

Systems Engineer providing network design, configuration, security, documentation, and troubleshooting. Responsible for large scale IP and IP/MPLS network implementations. Design and implementation of complex firewall, VPN and IPS systems.

Network Engineer

Lead engineer overseeing the install and configuration of LAN/WAN networking equipment. Managed the deployment of several carrier class networks including broadcast IP Video and Voice over IP for over 10,000 subscribers in a service provider environment. Primary engineer for firewall and DHCP/DNS security in the ISP network.

Internet Technology Specialist

Participated and managed the design and implementation of several large, fixed wireless (Licensed and Unlicensed) data networks for voice and data access to subscribers in an ISP network. Designed and installed access network architecture for broadband DSL, Cable, and Wireless access.

Education, Certifications & Qualifications:

Brocade Networks Certified Network Professional (BNCNP) Brocade Networks Certified Network Engineer (BNCNE)

Brocade Networks Certified Ethernet Fabric Professional (BCEFP) Cisco Certified Network Associate (CCNA)

Cisco Certified Design Associate (CCDA)
Extreme Networks Specialist (ENS)
Juniper Networks Certified Internet Specialist - Enterprise Routing and Switching (JNCIS-ENT)
Juniper Networks Certified

Junos Associate (JNCIA-Junos)
Palo Alto Networks Certified Network Security Engineer (PCNSE)

TRAVIS SALSURY, SECURITY OPERATIONS CENTER MANAGER

Summary:

21 years of experience in Security Operations Center; network penetration testing; Windows Server administration; data recovery and digital forensic work; software and hardware installation, configuration, support, and diagnostics.

Experienced with multiple technologies in Windows XP, Windows 7 and 8; Windows Server 2003, 2008, 2010, and 2012; Linux/Unix and IOS, Tenable/Nessus/Security Center, MixMode, Carbon Black, Metasploit/Nexpose, AD Audit+, AD Manager+, Exchange Audit+, AlienVault, EMC Discovery Manager, ASR SMART for Linux, Access Data Forensic Toolkit, FTK, Helix (Linux), Knoppix (Linux), Custom Hash Databases, Windows Forensic Toolchest, and MS Office Suite.

***Experience*:**

Security Operation Center Manager

Lead Security Operations Center team. Manage, deploy, and monitor technology and processes for managed security services. Vulnerability Management, Penetration Testing, Endpoint Security, Network Monitoring, Incident Response, and security event/log analysis.

IT Security Engineer

Monitored, managed, and deployed multiple emailing systems, web filtering, BitLocker, AD infrastructure, AlienVault/OSSIM and vulnerability and patch management.

Network Engineer

Use network monitoring tools and daily server checks to check network health. Managed Symantec Endpoint Protection.

Network and Forensic Analyst, Data Recovery Technician, and Microcomputer Specialist 2 and 4

Acquire, examine, analyze, and report on digital evidence including network forensics. Data recovery, asset coordination, security policy consultation, threat analysis and patch management from damaged or destroyed electronic media. Perform LAN, build-out services and supported workstations, LANs, and software integration.

Education, Certifications & Qualifications:

CompTIA A+

DAVID GRIFFIN, SENIOR SECURITY OPERATIONS CENTER ANALYST

Summary:

4 years of experience in Help Desk, Network Operations Center, Patching, Endpoint Security, System Backups, and Server Builds.

Experienced with many technologies including Windows XP, Windows 7, 8.1 and 10; Windows Server 2003 - 2016; Linux/Unix and IOS, Tenable/Nessus/Security Center, PDQ Deploy and Inventory, MixMode, Carbon Black, FortiManager, Cylance, Nmap, MS Office Suite, N-Able (n-central), O365, MSP 360 (Backup), VMware, and PRTG network monitoring.

Experience:

Security Operations Center Analyst

Manage, deploy, and monitor technology and processes for managed security services. Patching, endpoint security, incident response, manage backups, server builds and security event/log analysis.

Education, Certifications & Qualifications:

Microsoft Technology Associates Networking Fundamentals (MTA)

CompTIA A+

BRIAN MINOR, SENIOR SECURITY OPERATIONS CENTER ANALYST

Summary:

IT professional with over 25 years of experience supporting production environments in the telecommunications and banking sectors. Experienced with and written scripts/JCL/REXX for multiple operating systems including z/OS, Windows, AIX, HPUX, Solaris, RHEL, Ubuntu, CentOS, Kali, and z/Linux.

Experience:

SOC Analyst/Threat Hunting

Utilized threat intelligence tools to proactively identify, analyze, and mitigate security threats, ensuring the protection of critical systems and data.

Firewall Administration

Configured and monitored firewalls to safeguard network infrastructure, optimizing security policies to prevent unauthorized access and mitigate risks.

Script Automation

Developed and implemented custom scripts to automate repetitive tasks across various systems,

significantly reducing manual effort and minimizing errors. Leveraged scripting languages like Bash and Python to streamline processes such as data backups, system monitoring, and report generation, leading to increased efficiency and enhanced system reliability.

TYLOR LOVETTE, VCISO

Summary:

4 years of experience in security operations, project strategic road mapping, project development, design, implementation, and support.

Experience:

Governance Risk and Compliance Specialist

4 years of experience in risk management, disaster recovery planning, incident response planning, security program evaluation, CAB development policy/process/procedure development, maturity model creation, presenting to the executive board, and strategic road mapping.
Experienced with multiple security frameworks including NIST 800-53, NIST 800-171, CIS, ISO 27000, CMMC, and SOC 2 Compliance.

Security Auditor

Evaluating internal security systems, controls, and policies. Ensuring compliance with applicable laws and regulations. Writing technical reports that analyze/interpret audit results.
Virtual Chief Information Security Officer
Assessed and assisted in improving the cybersecurity posture and provide expert cybersecurity guidance and support to multiple organizations.

Education, Certifications & Qualifications:

Masters of professional studies Information Assurance Management
Kansas Racing and Gaming Commission License
CITI Research Methods Certification
CISSP Pending

Experience & Qualifications

RAVENii is transforming cybersecurity by "Humanizing the Hunt". We apply experienced human intuition to existing security solutions because we believe "Gray Matter" matters. Most organizations have made significant investments in security tools; however, have lacked the time, resources, or expertise to implement and realize the full value of these investments. RAVENii is tool agnostic which allows us to utilize and optimize our client's previous technology investments to achieve their cybersecurity requirements.

By monitoring the entirety of the IT environment, RAVENii moves beyond the sphere of security breaches; providing the most comprehensive discovery, analysis and mitigation of threats associated with an organization's presence. Our platform combines advanced analytics to assist in understanding attacks, assessing risks, and acting against digital threats.

The RAVENii Team is pleased to participate in the City of Joplin's Request for Proposal for Co-Managed Network Services and Upgrades. RAVENii plans to provide 24x7x365 professional security monitoring and response, follow best security practices, recommend best security practices when necessary, and support other security services for the City's network and security related technical infrastructure.

RAVENii is prepared and qualified to serve as an extension of your team by providing not only the centralized monitoring and alerting platform to integrate with the City's current toolset, but also the

security specialists to monitor the platform, inform the City of high and critical alerts and assist with remediation plans.

It is RAVENii's intent to partner and grow with the City as you mature your security program. Our service offering includes the following per the request of the City of Joplin:

- Endpoint Security Monitoring & Anti-Virus/Anti-Malware Protection.
- Server and Workstation Security with advanced threat protection, virus/malware protection, and visibility into encrypted traffic.
- Network Protection for the City's cloud-based DNS connections, network, and users from cyber attacks at the domain level.
- Daily Health & Safety Checks to monitor unauthorized login attempts and run system vulnerability checks.
    - Run comprehensive scans of the City's systems and logs to identify potential problems in advance.
- Weekly Reporting with a detailed report on the health and security of the City's critical IT assets
- 24/7 Monitoring – deliver information to the City quickly about errors and highlight problems that need attention.
- Quarterly Assessment with onsite visit to physically inspect the City's infrastructure, perform a network and security assessment and ensure the City's technology is properly aligned to best practices and business goals.
- Annual Cybersecurity Training onsite for all City employees and City Council members that use a computer.
- Annual Penetration Testing | Periodic Phishing & Security Tests – campaign reports to be delivered to the City IT Director. Follow-up training plans and recommended best practices for repeat offenders. KnowBe4
- Firewall IPS/IDS with 24/7 Monitoring and threat detection.
- Long-term Network Advisement and Infrastructure Enhancement.
- Incident Response Plan Creation & Preparation – coordinate and train the City's IT staff on Incident Response roles and participation responsibilities. Annual 'exercise' on incident response and mitigation plan.
- Air Gap Backup & Recovery – assist the City's Network Administrator with existing backup appliance and advise on enhancements.
- SOC as a Service for Cybersecurity – establish systems and controls to satisfy SOC reporting requirements as it relates to the Cybersecurity framework and monitoring.

RAVENii's SOC as a Service

RAVENii's SOC as a Service (SOCaaS) delivers powerful threat detection, incident response, and compliance management in one fully managed service. We combine all the security capabilities needed for effective security monitoring across your cloud and on-premise environments like:

- Asset discovery
- Continuous Internal and External Vulnerability management
- Intrusion detection
- Endpoint detection and response
- Behavioral monitoring
- SIEM log management
- Compliance reports

RAVENii's Managed SOC provides:

- 24x7 monitoring
- System alerts

- Security alerts
- Prioritization of risks
- Remediation recommendations
- Troubleshooting
- 24x7 dashboard access for reporting
- Monthly executive briefings with RAVENii SOC subject matter experts
- RAVENii C-Level access and support
- Dedicated account & project manager for onboarding and account maintenance
- Co-managed, shared dashboards

RAVENii's SOCaaS eliminates the need to deploy, integrate, and maintain expensive solutions like a SIEM and maximizes your existing security investments like your firewall and anti-virus by including their logs in our analysis. SOCaaS offers low total cost of ownership (TCO) and flexible, scalable deployment options for municipalities like the City of Joplin.

RAVENii's SOC team will serve as the eyes for the City of Joplin when monitoring the City's network environment. The RAVENii SOC team will also serve as the voice for the City of Joplin by informing you of business-critical alerts and providing you consistent and meaningful reporting to share with your executives and board members that shows the status of your security posture and your roadmap for improvement. Lastly, RAVENii has partnered with MixMode to serve as the heart of our SOC platform and the nose for sniffing out the anomalies in the City's network.

RAVENii's Soc as a Service solution and technology we are proposing is powered by MixMode and its patented 3rd Wave Artificial Intelligence. It is the only platform with Real Time 3rd Wave AI and is in a classification all on its own.

DARPA (Defense Advanced Research Projects Agency) and the US Department of Defense define 3rd Wave Artificial Intelligence as:

1. Unsupervised
2. Context-aware
3. Predictive
4. Generative AI

MixMode is the only security platform that meets DARPA's 3rd wave AI criteria and delivers Negative Time to Detection. Meaning…RAVENii's SOCaaS Monitoring solution can identify Zero-Day Attacks in Real Time.

Zero-Day attacks have drastically increased by over 600% in the last few years with no signs of slowing down. Zero-Day Attacks are extremely difficult to catch because they do not have a threat signature. Traditional security tools operating with 1st & 2nd Wave AI functionality rely on threat signatures and historical data to identify anomalies. DARPA says 1st & 2nd Wave AI technology is unreliable, after the fact, dependent on human intervention, and does not have predictive threat detection capability.

Another cost saving feature of the MixMode platform is the fact that it serves as a multi-point tool. It replaces the need for SIEM, NDR & NTA solutions.

A third-wave self-supervised AI solution like MixMode mitigates many of the issues inherent to SIEM platforms. MixMode accomplishes the following:

- Creates a generative, responsive, real-time network baseline within a week without the need for humans to configure or tune the system.
- MixMode is a software-based system that does not rely on appliances.
- Is context-aware and triggers fewer false positives and catches more actual threats.
- Is not dependent on logging and reports that attract hackers and take up security analysts' time.

- Requires less human input and interaction, reducing the risk of human error and increasing overall team efficiency.

RAVENii's Log Storage Service is included with SOCaaS and will be fully managed for the City. RAVENii will collect the City's logs along with:

AI Analytics

Up to 5TB raw logs per month

30 days hot storage

1-year cold storage

1 hardware sensor

24/7 SOC monitoring

Monthly reporting

Ticket System

1 export of raw logs per quarter ($300 per additional export)

Another best security practice that RAVENii will include with SOCaaS is Vulnerability Management. RAVENii's Vulnerability Management Solution provides visibility into your network so you can manage and measure your cyber risk. This vulnerability analytics solution is built on leading technology to give you a comprehensive view of your attack surface so you can discover unknown assets and prioritize vulnerabilities within your network.

RAVENii's Vulnerability Management Solution will provide:

- Access to advanced analytics, user customizable dashboards, reports, and workflows.
- Access to real-time insight to help prioritize patching.
- Access to vulnerability prioritization to determine the likelihood a vulnerability will be exploited in your unique environment.
- Continuous asset discovery capabilities for all mobile devices, physical, virtual and cloud instances on the network, including unauthorized assets. This is done on a weekly basis as discovery scans are run.
- Capabilities to perform non-credentialed and credentialed scanning for deep analysis and configuration auditing.
- Capabilities to perform agent-based scanning for mobile and hard to reach assets.
- Access to compliance validation of business defined standards, industry standards and regulatory mandates, such as CERT, DISA, STIG, DHS CDM, FISMA, PCI DSS, HIPAA/HITECH, etc.
- Vulnerability advisory and monthly review.

All active RAVENii SOCaaS clients have RAVENii's Incident Response Team on retainer. Once the City declares an incident, RAVENii will have a team assembled and available to stop the bleeding for the City in less than 30 minutes.

All active RAVENii SOCaaS clients also benefit from having a team of security subject matter experts focused on their environments and making sure they are following security best practices. We will serve as an extension of your team to help you support your security goals. We will educate you about security and compliance, talk to you about risks, help you prioritize remediation efforts, and ultimately teach you how to sustain a healthy security program moving forward.

RAVENii's Managed Endpoint Protection

The RAVENii Managed Endpoint Protection Service helps businesses block threats and other attempts to gain access into their networks. RAVENii will defend all access points with 24/7 monitoring for any malicious activity.

The service follows security best practices and ensures that the endpoints of security; the client devices, are protected against advanced threats, keeping networks running and corporate assets safe. With RAVENii's Managed Endpoint Protection Service you can protect your intellectual property, customer data, and reputation. You can also devote more IT resources to your core business.

RAVENii's Managed Endpoint Protection Service includes:

Malware Protection

Internet Filtering

Device lockdown, alarming and wiping

Device Tracking and Reclamation

Daily Asset Inventory of hardware and software

Microsoft OS patching

3rd Party Application patching

24x7 monitoring

24x7 Event Log Collection

Daily backup of folders or entire systems

Regular executive indicator and reporting debriefs

Access to RAVENii's Security Incident Response and Management Team

Anytime/Anywhere management of endpoints

RAVENii will provide 24x7 Management and Monitoring of the City's endpoint protection software for all endpoints within the City's scope.

RAVENii will:

- Notify customer of security issues identified for all endpoints/devices in scope;*
- Provide remediation of security issues identified for all endpoints/devices in scope;*
- Provide a Root Cause Analysis of security issues identified for all endpoints/devices. The RCA will outline the details of discovery and remediation for issues related to endpoints/devices;
- Review and recommend updates to agents, and support for agent and console issues related;
- Open and manage Support issues related to the functionality of subscribed endpoint protection products on behalf of the customer until resolution.
- Other (Out of Scope) Services will be mutually agreed upon. Incident Response is considered Out of Scope on any Customer endpoint/device that the Customer creates exceptions or deviations to the configuration guidelines for the endpoint protection product.

* Everything related to a virus being detected by the endpoint protection product managed by RAVENii is in scope. The definition of an In Scope incident is something that is detected by RAVENii on an endpoint/device with their endpoint protection product deployed on it in the Customer's environment that requires remediation action. RAVENii will quarantine, contain, or clear any endpoint/device as long as RAVENii has access to the endpoint/device.

RAVENii's Network Security Monitoring

RAVENii offers 24X7 Network Security Monitoring of your network and strongly recommends deploying this solution in your environment. Our platform utilizes context-aware AI, a dynamic network baselining technology which allows us to identify pre-attack behavior and stop attacks before they happen.

A full baseline of your typical network behavior can be created in just 7 days. This allows us to see your entire attack surface. Having this greater transparency allows for faster detections, better correlation, and less noise so you can focus on what matters. The AI functionality eliminates 95% of the false positive alerts that typically send IT teams down the wrong track. The value to you is real and actionable threats to focus on, not distractions and wild goose chases.

RAVENii will monitor all of your network traffic, incoming, outgoing, and local in the cloud, on premise, or in hybrid environments. With full layer 2-7 visibility, full packet capture, and deep packet inspection, we can give you the visibility you need to see and take action before damage is done.

RAVENii will enhance your security by doing the following:

- Establishing an evolving baseline of acceptable network behavior for anomaly detection in 7 days or less, without requiring months of historical data, human intelligence or forensics;
- Providing predictive and "zero day" threat, attack, and anomaly intelligence layer without human intervention; and
- Delivering an average of 95% reduction in false positive alerts.

RAVENii's Network Security Monitoring Service Includes …

- Malware detection with built-in threat intelligence;
- Real-time attack surface measuring;
- Real-time on-the-wire passive vulnerability assessment and threat monitoring;
- Real-time indicator of compromise alerting;
- Real-time detection of botnet and command & control traffic;
- Forensics;
- Trending Data;
- Access to RAVENii's Security Incident Response and Management Team; and
- Access to RAVENii's web based SOC for managed devices, workflows, alerting and incidents.

RAVENii's External Penetration Test & Quarterly Scans

RAVENii's Certified Ethical Hackers will perform External Network Penetration Tests to discover, actively exploit, and report vulnerabilities to the City about the health of its network environment.

RAVENii has adopted a methodology based on guidance provided by the Penetration Testing Execution Standard (PTES, www.pentest-standard.org). Penetration tests are conducted following this methodology and documentation, where applicable, and will be conducted to support the findings contained in the report.

RAVENii's Managed Security Awareness & Phishing Training

RAVENii will provide the Managed Security Awareness Training licensing and manage the training platform for the City of Joplin. This service follows best practices for educating your human firewall on how to treat your sensitive data and be security aware. Management of your Security Awareness Training platform will include:

- Ongoing security awareness training & testing to ensure the Customer's employees understand and exhibit the necessary behaviors and skills to help protect the security of the organization.
- Coordination with Customer's Security & Compliance Teams to ensure training meets the Customer's business requirements.
- Training to all City employees and Council members on how to utilize secure authentication, how to identify social engineering attacks, how to identify and properly manage sensitive data, how to identify causes for unintentional data loss, how to identify the most common indicators of an incident, etc.
- Remediation plans for repeat offenders.
- Campaign and status reports.

The Managed Security Awareness Training platform also includes:

- Initial Onboarding
- New Hire Onboarding
- Offboarding
- User Management & Support
- Phishing Campaigns (up to 12 per year)
- Full access to content library, including Compliance training modules

RAVENii's Firewall IPS/IDS with 24/7 Monitoring

RAVENii will monitor the City of Joplin's firewalls 24/7 and provide daily alerting and weekly/monthly reporting.

- RAVENii will monitor the firewalls daily for uptime, usage, and overall health of the system interface.
- RAVENii will perform ongoing firewall traffic analysis.
- RAVENii will monitor the firewall manufacturer's site for system updates/upgrades, provide a summary of the possible effects, and will seek approval from the City before proceeding with the work.
- RAVENii will provide technical analysis of the firewall systems to ensure the City is leveraging the best practice functionalities of the tool for security purposes.
- RAVENii will provide a Best Practice Assessment for newly acquired firewall assets as they are integrated into the City's network.
- RAVENii will provide a Best Practice Assessment for all firewall assets on an annual basis.

RAVENii's Backup Management Solution

The following details define RAVENii's Backup Service that we recommend for the City of Joplin:

- Service provided utilizing Syxsense
- Centralized management console
- Agent based
- Full back up with differentials to follow
- Cloud & Local backups

- File based backups & restores
- Image based backups & restores
- Office 365 mailbox backups
- Individual email restores
- Customized scheduling
- Customized retention policy & restore times
- Local Backups per device as required

*NAS/SAN for local backups must be provided by customer

RAVENii will initiate restore requests within 4 business hours from the receipt of the request. Restore requests will be done during regular business hours: Monday through Friday from 8 am – 5 pm. Restore time is dependent upon the amount of data to be restored.

All data restore requests should be submitted to RAVENii via a support ticket through our web-based service desk.

RAVENii's vCISO Advisory Program

The City of Joplin has requested recommendations for tools and/or security best practices to follow in this RFP. RAVENii always recommends our vCISO Advisory Program to anyone interested in building or fortifying a security program. We recommend it to anyone wanting a thorough audit of your current state of security as well as for strategizing and building a roadmap for your end state goal.

RAVENii believes a complete and sound security program consists of policies and procedures that govern the use of security tools. RAVENii's vCISO program is a 12-month advisory service designed to evaluate your current security footprint, expose your security vulnerabilities, create a full set of security policies, and facilitate a plan of action to continually be improving your security posture.

RAVENii's vCISO program follows the Top 18 CIS Controls, a set of prioritized security actions that aid in finding ways to stopping today's most dangerous attacks. The 18 Controls cover most cyber-attack vectors and takes leading threat data from forensic experts across all industries and transforms it into actionable controls to achieve a better overall cybersecurity defense.

RAVENii's vCISO program will:

- Evaluate, create, and direct an Information Security Program Plan for the City of Joplin;
- Itemize, catalogue, evaluate and, as necessary, further develop your Information Security Policies and Procedures;
- Identify and confirm your vulnerabilities to information systems from internal and external threats by auditing the current architectures and system configurations;
- Itemize, quantify, and rank your information security risks, based upon the potential impacts to the organization;
- Minimize or eliminate business risks and exposures by identifying short- and long-term options and solutions for remediation of identified vulnerabilities;
- Determine the appropriate approach to develop or improve upon your existing Information Security program;
- Establish and/or evaluate Security Policies & Procedures to govern the security of your network, data, and applications;
- Ensure that security programs are in compliance with applicable laws, regulations, and policies to minimize or eliminate risk and audit findings;

- Develop an incident response plan with key staff, including incident response plan documentation developed specifically for your existing infrastructure; and
- Assist the City in determining and mitigating third party vulnerabilities.

Four (4) hours per month of vCISO level consulting activities. Example activities include, but are not limited to the following:

- Identification of priority action items to close gaps quickly
- Strategic Roadmaps with Level of Effort (LOE)
- Maturity modeling gaps to help show business context
- Network infrastructure segmentation & architecture planning
- Creation of Incident Response Plan & Communications Plan
- Table Top testing for Incident Response
- Security Policy & Process Creation
- Security Tools Assessment
- Security Program Evaluation
- Security Program Development
- SOC2 Audit Preparation Assistance
- Vendor Management Program
- Regulatory and Compliance Issues
- Critical Security Controls
- Map to CJIS Controls

RAVENii's Deliverables--

RAVENii will provide the following deliverables to the City:

- ✓ Endpoint Security - Managed Endpoint Protection as listed above
- ✓ Server and Workstation Security
- ✓ Network Protection - Managed Endpoint as listed above.
  - Daily Health Checks
  - Weekly Operational Reporting
  - Monthly Executive Reporting
- ✓ Network Protection as listed above.
  - Daily Health Checks
  - Weekly Operational Reporting
  - Monthly Executive Reporting
- ✓ Daily Health & Safety Checks
- ✓ Weekly Reporting
- ✓ 24/7 Monitoring
- ✓ Quarterly Assessment - External Penetration Test with Quarterly External Scans as above.
  - This report outlines any exceptions identified during the external penetration testing periods as well as recommendations to mitigate those risks.
- ✓ Annual Cybersecurity Training (Onsite)
  - Managed Security Awareness Training as listed above.
  - Level 1 & 2 Support* (RAVENii will serve as the escalation path for Level 3 Support with Managed Security Awareness Training)
  - Monthly Executive Report

- Mapped to Critical Security Controls (vCISO clients)

✓ Annual Penetration Testing & periodic Phishing & email Security tests

✓ Firewall IPS/IDS with 24/7 Monitoring as listed above.
- Daily Health Checks
- Weekly Operational Reporting
- Monthly Executive Reporting

✓ Long-Term Network Advisement and Infrastructure Enhancement

✓ Incident Response plan & preparation

✓ Air Gap Backup & Recovery - Managed Backup services as listed above.
- Daily Health Checks
- Weekly Operational Reporting
- Monthly Executive Reporting

✓ SOCaaS as listed above.
- Daily Health Checks
- Weekly Operational Reporting
- Monthly Executive Reporting

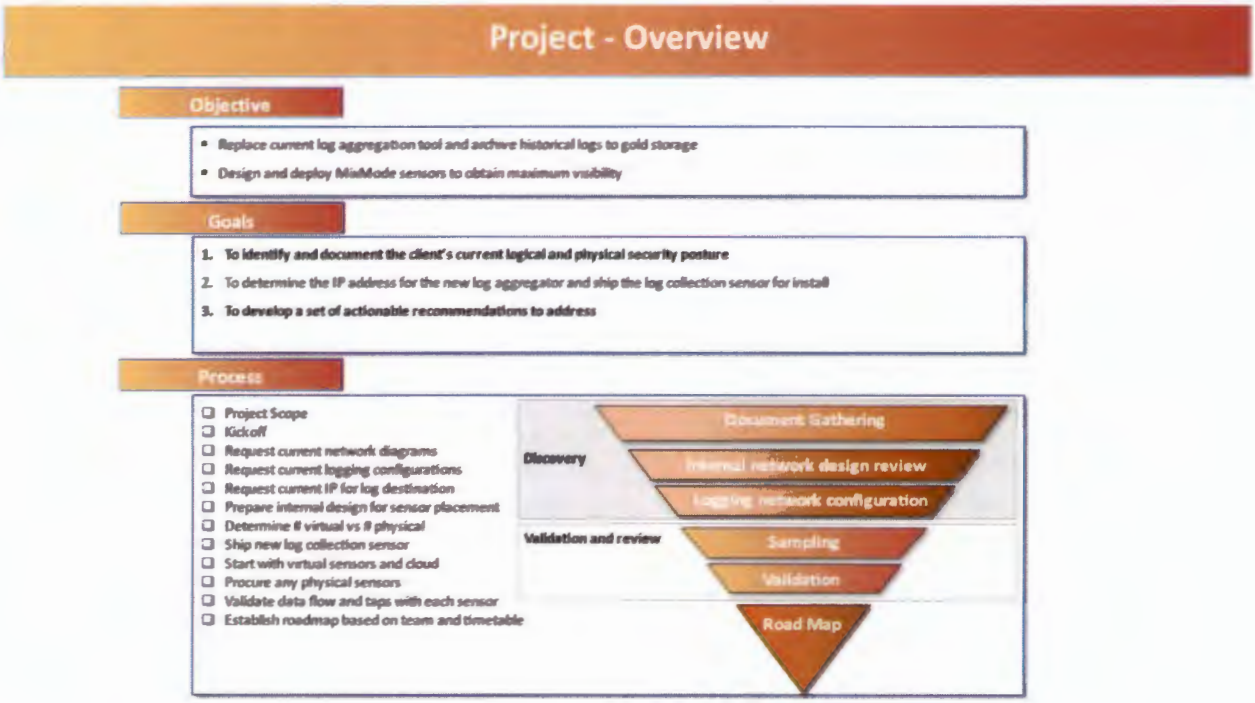
✓ vCISO Advisory Service as listed above.
- Compliance Framework Assessments, Analysis, and Mapped to CJIS.

✓ Web-based Service Desk to open tickets, track workflows, manage devices, alerting and incidents.

✓ Reporting as needed for business or compliance requirements.

RAVENii's Examples & Samples

SAMPLE PROJECT PLANS & TIMELINES



SAMPLE TRACKING NOTES



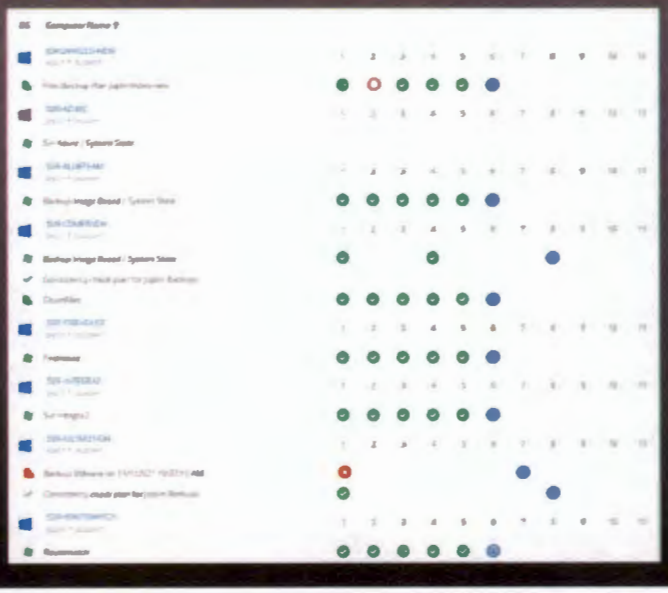
SAMPLE REPORTS & DASHBOARD ACCESS

Backup

Jobs Operating Normally

Storage Capacity
Joplin: 98 TB



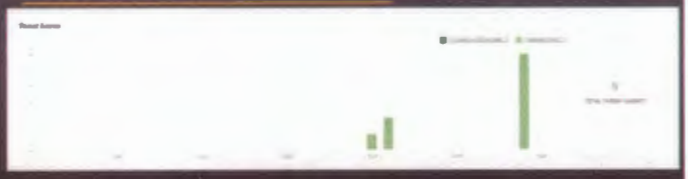


Endpoint

Possible threats found last 30 days : 9 (pups)

- TBOLANDER-WS
  - OneLaunch - ManualsLibrary_3wqdu.exe

Endpoint Status



- Installed on 407 devices
- Secondary policy in place for memory actions that are too aggressive

Total Files Analyzed
74,974,932

Patching

September-October



Progress

- Device Count:
  - Currently at 401
- A device scan for patches was setup on weekly basis
- Non Critical servers are restarting middle of the night (Friday-Saturday)
- Patches are approved once investigated as they come out.
  - restart window for endpoints set as well (after 10pm)
- 67 devices offline

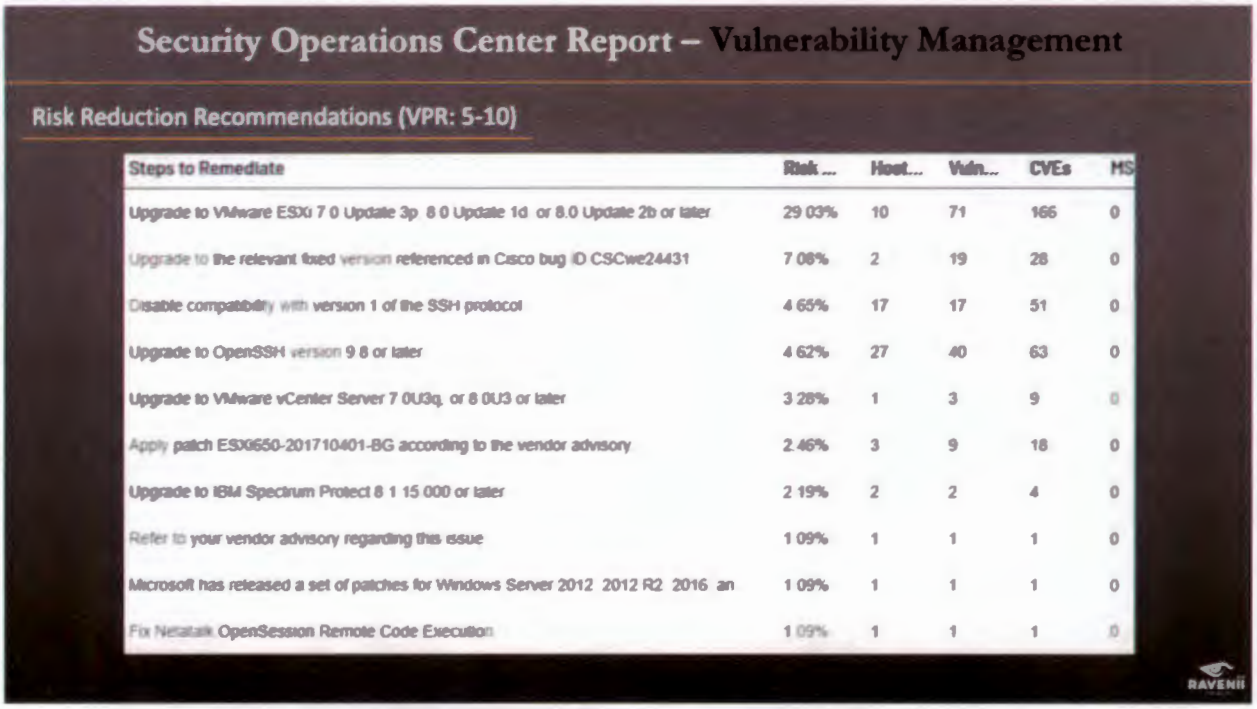
Security Operations Center Report – Vulnerability Management

Mitigation Summary - Vulnerabilities by Severity

	Total Mitigated	Mitigated <10d	Mitigated 10-30d	Mitigated >30d	Total Unmitigated	Exploitable	Patch Available	Exploitable Hosts
Total Vulnerabilities	1,164	52%	35%	13%	2,495	14%	23%	264
Critical	18	22%	11%	67%	54	9%	100%	5
High	259	54%	36%	9%	335	27%	69%	64
Medium	818	56%	33%	12%	1,444	16%	20%	220
Low	69	20%	52%	28%	662	1%	0%	7

- Total Vulnerabilities Mitigated this month: 31.81%, up 2.41% from last month.
- Critical Vulnerabilities Mitigated this month: 25.00%, up 2.03% from last month.
- High Vulnerabilities Mitigated this month: 43.60%, up 2.12% from last month.
- Medium Vulnerabilities Mitigated this month: 36.16%, up 1.84% from last month.
- Low Vulnerabilities Mitigated this month: 9.44%, up 4.13% from last month.

IPs scanned: 847



Security Operations Center Report – Vulnerability Management

Risk Reduction Recommendations (VPR: 5-10)

Steps to Remediate	Risk ...	Host...	Vuln...	CVEs	HS
Upgrade to VMware ESXi 7 0 Update 3p 8 0 Update 1d or 8.0 Update 2b or later	29 03%	10	71	166	0
Upgrade to the relevant fixed version referenced in Cisco bug ID CSCwe24431	7 08%	2	19	28	0
Disable compatibility with version 1 of the SSH protocol	4 65%	17	17	51	0
Upgrade to OpenSSH version 9 8 or later	4 62%	27	40	63	0
Upgrade to VMware vCenter Server 7 0U3q, or 8 0U3 or later	3 28%	1	3	9	0
Apply patch ESXi650-201710401-BG according to the vendor advisory	2 46%	3	9	18	0
Upgrade to IBM Spectrum Protect 8 1 15 000 or later	2 19%	2	2	4	0
Refer to your vendor advisory regarding this issue	1 09%	1	1	1	0
Microsoft has released a set of patches for Windows Server 2012 2012 R2 2016 an	1 09%	1	1	1	0
Fix Netatalk OpenSession Remote Code Execution	1 09%	1	1	1	0

RAVENii

SAMPLE COMMUNICATIONS PLAN

RAVENii

RAVENii Security Operation Center
Communications Plan

RAVENii Security Operation Center

Customer Information

Company Name:

Primary Contact:

Name	Email	Phone

Additional Contacts

Name	Email	Phone

RAVENii SOC will only communicate and share information with contacts listed on this form. It is the client's responsibility to notify RAVENii SOC of employees that need added or subtracted from the list. Please email employee change requests to support@ravenii.com.

Weekly Communications

RAVENii SOC will send a 'health & wellness' weekly summation via email to the contacts listed above. **This email focuses on** lower-level alerts that require your attention but are not considered business critical such as clear text passwords being seen on wire.

Customer Communication Plan for Alerts

RAVENii SOC will notify the contacts listed above for alerts that are ranked 10. An alert that is ranked **10** is typically a breach attempt **or** a malfunction in the network that could bring the environment down. In **the event of a** 10 alert, **RAVENii SOC** will:

1. **Call** the **Primary Contact** listed above at the phone number provided;
2. Email the entire customer contact list about the alert; and
3. Open **a bridge and** offer troubleshooting assistance when needed.

9084 Marion Ridge
Kansas City, MO 64137
844 317 0984
RAVENii.com

RAVENii

Contacting RAVENii Security Operation Center

In the event that you need **to contact** the RAVENii SOC, below are three options based on the severity of your request.

1. **Go to** https://ravenii.maxdesk.us/ and create an account from the registered email domain. This is the preferred method of managing all non-outage issues and requests. Once this is created customers can create tickets by clicking on **the Submit Ticket** button. Tickets can be created for **any** incident, support request or sales questions. Customers can track and **update all open** tickets from this self-service **portal**.
2. Email support@ravenii.com with the Email **Subject as a** brief description of the ticket **and** add any ticket details in the **Body** of the email. **This will also open a ticket in the web-based service desk portal.**
3. Customers can call RAVENii Service Operations Center 24/7 **at 844-317-0984 #2** to open requests **with** a support representative. This is the preferred method for issues needing immediate attention; like service **or** business impacting issues. The **support** representative will immediately engage the correct engineering team for your service and SLA to resolve any issues.

References

RAVENii serves as the Security Operations Center and Managed Security Services Provider for the following clients:

City of Pheonix

Mitchell Kohlbecker

(602) 261-8001

mitchell.kohlbecker@phoenix.gov

Kansas City Public Schools

Anthony Roberts

(913) 568-6475

aroberts@kcpublicschools.org

Raytown Schools

Bryan Casey

(816) 268-7136

bryan.casey@raytownschools.org

Pricing

Option 1

RAVENii does not package and price our services in the same manner as outlined in the City's

Request for Proposal. We have added our description next to yours so we can provide the most accurate bid possible.

Based on the information provided by the City of Joplin, we are confident we can support and co-manage the security infrastructure for the City. Pricing is an estimation only and is subject to change. RAVENii will require more information about the City's current state of security and detailed descriptions of your toolset before we can provide a firm quote.

City of Joplin | Item Description	RAVENii | Item Description	Monthly Bid Price
Endpoint Security	Managed Endpoint Protection | 550 Endpoints	
Server and Workstation Security	Network Security Monitoring/Managed Endpoint Protection	
Network Protection	Network Security Monitoring | 500 Mbps	
Daily Health & Safety Checks	SOCaaS	
Weekly Reporting	SOCaaS	
24/7 Monitoring	SOCaaS	
Quarterly Assessment	External Penetration Test & Quarterly Scans | 4 Tests | sub 256 IPs	
Annual Cyber-Security Training	Security Awareness Training | 550 Users	
Annual Penetration Testing & Periodic Phishing & Email Security Tests	External Penetration Test & Quarterly Scans / Managed Security Awareness Training	
Firewall IPS/IDS with 24/7 Monitoring	Firewall Monitoring	
Long-term Network Advisement and Infrastructure Enhancement	vCISO Advisory Program	
Incident Response Plan & Preparation	vCISO Advisory Program	
Air Gap Backup & Recovery	Managed Backup Solution | 100 Devices	
SOC for CyberSecurity	vCISO Advisory Program	
TOTAL		**$19,693.56 / Month**

**Pricing is based on RAVENii providing licensing, hardware where applicable and monitoring. Pricing is also based off utilization (user, IP, bandwidth, device, etc.). If the City exceeds utilization, RAVENii will work with you to right size the environment or add more resources before charging any overage fees. Special configurations for departmental needs may increase cost. See rate card below.*

RAVENii rate schedule for services beyond the scope of activities as listed in this proposal:

- Monday – Friday, 8am-5pm: $250/hour
- Incident Response: $400/hour

CITY OF JOPLIN
IT CO-MANAGED NETWORK SERVICES
FINAL OVERALL AVERAGE SCORE
5-Apr-25

Vendor Name	Score	Score	Score	Score	Score	Total Score	Overall Avg Score
RAVENii	98	100	95	96	90	479	95.8
EDGEFI	55	63	58	54	57	287	57.4
BUZZCLAN	54	55	57	46	54	266	53.2

STATEMENT OF WORK
RAVENII MANAGED SECURITY & SOC SERVICES & VCISO ADVISORY PROGRAM

This Statement of Work (this "SOW"), under the Master Services Agreement between the City of Joplin, a Missouri municipality ("Customer") and RAVENi, L.L.C., a Missouri limited liability company ("RAVEN") dated **06/01/2025** (the "Agreement") is entered into as of the SOW Effective Date set forth below. The terms and conditions of the Agreement are hereby incorporated herein by reference. In the event of a conflict between the Agreement and the SOW, the terms of the Agreement shall prevail, unless the SOW expressly references the specific provision in the Agreement to be modified by the SOW. Al capitalized terms that are used but not defined in this SOW shall have the respective meanings given to them in the Agreement.

1. SOW Term. The term of this SOW shall begin effective as of the following SOW Effective Date: June 1, 2025

The SOW this Agreement shall commence on the Effective Date and continue for an initial period of three (3) years (the "Initial Term"), unless earlier terminated in accordance with the provisions herein. Upon expiration of the Initial Term, Client shall have the option to renew this Agreement for up to two (2) additional one-year periods (each, a "Renewal Term"), by providing written notice to Service Provider at least thirty (30) days prior to the expiration of the Initial Term or then-current Renewal Term. The Initial Term and any Renewal Term(s) shall collectively be referred to as the "Term." The terms and conditions of this Agreement shall apply throughout any Renewal Term, unless otherwise agreed to in writing by both parties.

Customer may terminate this SOW prior to the end of the three-year term, upon thirty (30) days written notice to RAVENii and payment by Customer to RAVENii an early termination fee in the amount of ½ the remaining contractual amount. Customer may change the initial Tier structure upon thirty (30) days written notice to RAVENii.

2. Description of Services. RAVENii shall perform the following Services, and any other services as may be requested from time to time, including modifications to the Services set forth herein, in accordance with the terms and conditions set forth in the Agreement and in this SOW:

RAVENii's SOC as a Service
RAVENii's SOC as a Service (SOCaaS) delivers powerful threat detection, incident response, and compliance management in one fully managed service. We combine all the security capabilities needed for effective security monitoring across your cloud and on-premise environments like:

- Asset discovery
- Continuous Internal and External Vulnerability management
- Intrusion detection
- Endpoint detection and response
- Behavioral monitoring
- SIEM log management
- Compliance reports

RAVENii's Managed SOC provides:

- 24x7 monitoring

- System alerts
- Security alerts
- Prioritization of risks
- Remediation recommendations
- Troubleshooting
- 24x7 dashboard access for reporting
- Monthly executive briefings with RAVENii SOC subject matter experts
- RAVENii C-Level access and support
- Dedicated account & project manager for onboarding and account maintenance
- Co-managed, shared dashboards

RAVENii's Managed Endpoint Protection

The RAVENii Managed Endpoint Protection Service helps businesses block threats and other attempts to gain access into their networks. RAVENii will defend all access points with 24/7 monitoring for any malicious activity.

The service follows security best practices and ensures that the endpoints of security; the client devices, are protected against advanced threats, keeping networks running and corporate assets safe. With RAVENii's Managed Endpoint Protection Service you can protect your intellectual property, customer data, and reputation. You can also devote more IT resources to your core business.

RAVENii's Managed Endpoint Protection Service includes:

Malware Protection
Internet Filtering
Device lockdown, alarming and wiping
Device Tracking and Reclamation
Daily Asset Inventory of hardware and software
Microsoft OS patching
3rd Party Application patching
24x7 monitoring
24x7 Event Log Collection
Daily backup of folders or entire systems
Regular executive indicator and reporting debriefs
Access to RAVENii's Security Incident Response and Management Team
Anytime/Anywhere management of endpoints

RAVENii will provide 24x7 Management and Monitoring of the City's endpoint protection software for all endpoints within the City's scope.

RAVENii will:

- Notify customer of security issues identified for all endpoints/devices in scope;*
- Provide remediation of security issues identified for all endpoints/devices in scope;*
- Provide a Root Cause Analysis of security issues identified for all endpoints/devices. The RCA will outline the details of discovery and remediation for issues related to endpoints/devices;
- Review and recommend updates to agents, and support for agent and console issues related;
- Open and manage Support issues related to the functionality of subscribed endpoint protection products on behalf of the customer until resolution.

- Other (Out of Scope) Services will be mutually agreed upon. Incident Response is considered Out of Scope on any Customer endpoint/device that the Customer creates exceptions or deviations to the configuration guidelines for the endpoint protection product.

* Everything related to a virus being detected by the endpoint protection product managed by RAVENii is in scope. The definition of an In Scope incident is something that is detected by RAVENii on an endpoint/device with their endpoint protection product deployed on it in the Customer's environment that requires remediation action. RAVENii will quarantine, contain, or clear any endpoint/device as long as RAVENii has access to the endpoint/device.

RAVENii's Network Security Monitoring

RAVENii offers 24X7 Network Security Monitoring of your network and strongly recommends deploying this solution in your environment. Our platform utilizes context-aware AI, a dynamic network baselining technology which allows us to identify pre-attack behavior and stop attacks before they happen.

A full baseline of your typical network behavior can be created in just 7 days. This allows us to see your entire attack surface. Having this greater transparency allows for faster detections, better correlation, and less noise so you can focus on what matters. The AI functionality eliminates 95% of the false positive alerts that typically send IT teams down the wrong track. The value to you is real and actionable threats to focus on, not distractions and wild goose chases.

RAVENii will monitor all of your network traffic, incoming, outgoing, and local in the cloud, on premise, or in hybrid environments. With full layer 2-7 visibility, full packet capture, and deep packet inspection, we can give you the visibility you need to see and take action before damage is done.

RAVENii will enhance your security by doing the following:

- Establishing an evolving baseline of acceptable network behavior for anomaly detection in 7 days or less, without requiring months of historical data, human intelligence or forensics;
- Providing predictive and "zero day" threat, attack, and anomaly intelligence layer without human intervention; and
- Delivering an average of 95% reduction in false positive alerts.

RAVENii's Network Security Monitoring Service Includes …

- Malware detection with built-in threat intelligence;
- Real-time attack surface measuring;
- Real-time on-the-wire passive vulnerability assessment and threat monitoring;
- Real-time indicator of compromise alerting;
- Real-time detection of botnet and command & control traffic;
- Forensics;
- Trending Data;
- Access to RAVENii's Security Incident Response and Management Team; and
- Access to RAVENii's web based SOC for managed devices, workflows, alerting and incidents.

RAVENii's External Penetration Test & Quarterly Scans

RAVENii's Certified Ethical Hackers will perform External Network Penetration Tests to discover, actively exploit, and report vulnerabilities to the City about the health of its network environment.

RAVENii has adopted a methodology based on guidance provided by the Penetration Testing Execution Standard (PTES, www.pentest-standard.org). Penetration tests are conducted following this methodology and documentation, where applicable, and will be conducted to support the findings contained in the report.

RAVENii's Managed Security Awareness & Phishing Training

RAVENii will provide the Managed Security Awareness Training licensing and manage the training platform for the City of Joplin. This service follows best practices for educating your human firewall on how to treat your sensitive data and be security aware. Management of your Security Awareness Training platform will include:

- Ongoing security awareness training & testing to ensure the Customer's employees understand and exhibit the necessary behaviors and skills to help protect the security of the organization.
- Coordination with Customer's Security & Compliance Teams to ensure training meets the Customer's business requirements.
- Training to all City employees and Council members on how to utilize secure authentication, how to identify social engineering attacks, how to identify and properly manage sensitive data, how to identify causes for unintentional data loss, how to identify the most common indicators of an incident, etc.
- Remediation plans for repeat offenders.
- Campaign and status reports.

The Managed Security Awareness Training platform also includes:

- Initial Onboarding
- New Hire Onboarding
- Offboarding
- User Management & Support
- Phishing Campaigns (up to 12 per year)
- Full access to content library, including Compliance training modules

RAVENii's Firewall IPS/IDS with 24/7 Monitoring

RAVENii will monitor the City of Joplin's firewalls 24/7 and provide daily alerting and weekly/monthly reporting.

RAVENii will monitor the firewalls daily for uptime, usage, and overall health of the system interface.

RAVENii will perform ongoing firewall traffic analysis.

RAVENii will monitor the firewall manufacturer's site for system updates/upgrades, provide a summary of the possible effects, and will seek approval from the City before proceeding with the work.

RAVENii will provide technical analysis of the firewall systems to ensure the City is leveraging the best practice functionalities of the tool for security purposes.

RAVENii will provide a Best Practice Assessment for newly acquired firewall assets as they are integrated into the City's network.

RAVENii will provide a Best Practice Assessment for all firewall assets on an annual basis.

RAVENii's Backup Management Solution

The following details define RAVENii's Backup Service that we recommend for the City of Joplin:

- Service provided utilizing Syxsense
- Centralized management console
- Agent based
- Full back up with differentials to follow
- Cloud & Local backups
- File based backups & restores
- Image based backups & restores
- Office 365 mailbox backups
- Individual email restores
- Customized scheduling
- Customized retention policy & restore times
- Local Backups per device as required

*NAS/SAN for local backups must be provided by customer

RAVENii will initiate restore requests within 4 business hours from the receipt of the request. Restore requests will be done during regular business hours: Monday through Friday from 8 am – 5 pm. Restore time is dependent upon the amount of data to be restored.

All data restore requests should be submitted to RAVENii via a support ticket through our web-based service desk.

RAVENii's vCISO Advisory Program

The City of Joplin has requested recommendations for tools and/or security best practices to follow in this RFP. RAVENii always recommends our vCISO Advisory Program to anyone interested in building or fortifying a security program. We recommend it to anyone wanting a thorough audit of your current state of security as well as for strategizing and building a roadmap for your end state goal.

RAVENii believes a complete and sound security program consists of policies and procedures that govern the use of security tools. RAVENii's vCISO program is a 12-month advisory service designed to evaluate your current security footprint, expose your security vulnerabilities, create a full set of security policies, and facilitate a plan of action to continually be improving your security posture.

RAVENii's vCISO program follows the Top 18 CIS Controls, a set of prioritized security actions that aid in finding ways to stopping today's most dangerous attacks. The 18 Controls cover most cyber-attack vectors and takes leading threat data from forensic experts across all industries and transforms it into actionable controls to achieve a better overall cybersecurity defense.

RAVENii's vCISO program will:

- Evaluate, create, and direct an Information Security Program Plan for the City of Joplin;

- Itemize, catalogue, evaluate and, as necessary, further develop your Information Security Policies and Procedures;
- Identify and confirm your vulnerabilities to information systems from internal and external threats by auditing the current architectures and system configurations;
- Itemize, quantify, and rank your information security risks, based upon the potential impacts to the organization;
- Minimize or eliminate business risks and exposures by identifying short- and long-term options and solutions for remediation of identified vulnerabilities;
- Determine the appropriate approach to develop or improve upon your existing Information Security program;
- Establish and/or evaluate Security Policies & Procedures to govern the security of your network, data, and applications;
- Ensure that security programs are in compliance with applicable laws, regulations, and policies to minimize or eliminate risk and audit findings;
- Develop an incident response plan with key staff, including incident response plan documentation developed specifically for your existing infrastructure; and
- Assist the City in determining and mitigating third party vulnerabilities.

Four (4) hours per month of vCISO level consulting activities. Example activities include, but are not limited to the following:

Identification of priority action items to close gaps quickly
Strategic Roadmaps with Level of Effort (LOE)
Maturity modeling gaps to help show business context
Network infrastructure segmentation & architecture planning
Creation of Incident Response Plan & Communications Plan
Table Top testing for Incident Response
Security Policy & Process Creation
Security Tools Assessment
Security Program Evaluation
Security Program Development
SOC2 Audit Preparation Assistance
Vendor Management Program
Regulatory and Compliance Issues
Critical Security Controls
Map to CJIS Controls

Other (Out of Scope) Services

- All incident response is considered out of scope and will be billed at $400/hour.

3. List of Deliverables. RAVENii will provide the following deliverables to the City:
   - Endpoint Security - Managed Endpoint Protection as listed above
   - Server and Workstation Security
   - Network Protection - Managed Endpoint as listed above.
     - Daily Health Checks
     - Weekly Operational Reporting
     - Monthly Executive Reporting

- Network Protection as listed above.
    - Daily Health Checks
    - Weekly Operational Reporting
    - Monthly Executive Reporting
- Daily Health & Safety Checks
- Weekly Reporting
- 24/7 Monitoring
- Quarterly Assessment - External Penetration Test with Quarterly External Scans as above.
    - This report outlines any exceptions identified during the external penetration testing periods as well as recommendations to mitigate those risks.
- Annual Cybersecurity Training (Onsite)
    - Managed Security Awareness Training as listed above.
    - Level 1 & 2 Support* (RAVENii will serve as the escalation path for Level 3 Support with Managed Security Awareness Training)
    - Monthly Executive Report
    - Mapped to Critical Security Controls (vCISO clients)
- Annual Penetration Testing & periodic Phishing & email Security tests
- Firewall IPS/IDS with 24/7 Monitoring as listed above.
    - Daily Health Checks
    - Weekly Operational Reporting
    - Monthly Executive Reporting
- Long-Term Network Advisement and Infrastructure Enhancement
- Incident Response plan & preparation
- Air Gap Backup & Recovery - Managed Backup services as listed above.
    - Daily Health Checks
    - Weekly Operational Reporting
    - Monthly Executive Reporting
- SOCaaS as listed above.
    - Daily Health Checks
    - Weekly Operational Reporting
    - Monthly Executive Reporting
- vCISO Advisory Service as listed above.
    - Compliance Framework Assessments, Analysis, and Mapped to CJIS.
- Web-based Service Desk to open tickets, track workflows, manage devices, alerting and incidents.
- Reporting as needed for business or compliance requirements.

4. Acceptance and Testing.
5. Service Fees. Customer shall pay RAVENii the fees and expenses set forth below.

Service Description	Fee/Price	Frequency
Endpoint Security	Managed Endpoint Protection | 550 Endpoints	

Server and Workstation Security	Network Security Monitoring/Managed Endpoint Protection	
Network Protection	Network Security Monitoring | 500 Mbps	
Daily Health & Safety Checks	SOCaaS	
Weekly Reporting	SOCaaS	
24/7 Monitoring	SOCaaS	
Quarterly Assessment	External Penetration Test & Quarterly Scans | 4 Tests | sub 256 IPs	
Annual Cyber-Security Training	Security Awareness Training | 550 Users	
Annual Penetration Testing & Periodic Phishing & Email Security Tests	External Penetration Test & Quarterly Scans / Managed Security Awareness Training	
Firewall IPS/IDS with 24/7 Monitoring	Firewall Monitoring	
Long-term Network Advisement and Infrastructure Enhancement	vCISO Advisory Program	
Incident Response Plan & Preparation	vCISO Advisory Program	
Air Gap Backup & Recovery	Managed Backup Solution | 100 Devices	
SOC for CyberSecurity	vCISO Advisory Program	
TOTAL		**$19,693.56 / Month**

**Pricing is based on RAVENii providing licensing, hardware where applicable and monitoring. Pricing is also based off utilization (user, IP, bandwidth, device, etc.). If the City exceeds utilization, RAVENii will work with you to right size the environment or add more resources before charging any overage fees. Special configurations for departmental needs may increase cost. See rate card below.*

RAVENii rate schedule for services beyond the scope of activities as listed in this proposal:

- Monday – Friday, 8am-5pm: $250/hour
- Incident Response: $400/hour

6. Work Location / Resources / Facilities. Except as set forth below or as otherwise agreed, RAVENii will perform the Services remotely and will provide all facilities, personnel, equipment, software, hardware and other resources necessary to provide the Service.

   To the extent Customer is required to provide equipment under this SOW, Customer hereby grants to RAVENii, solely for the purpose of performing the Services, the right to access and use such Customer-owned/leased equipment to provide the Services and RAVENii shall be responsible for damage to Customer's facilities, Customer's equipment or other property from such use.

7. Project Management; Contact Information. Individuals will be designated as project managers for the respective parties in the RAVENii onboarding document that will be provided and filled out jointly by Customer and RAVENii.

8. Computer system access. RAVENii personnel will require access to Customer's computer systems/Network environment in order to perform this Service.

9. Additional Terms Applicable to this SOW.

9.1 General. Subject to the terms and conditions of this Agreement, during the Term, RAVENii and its subcontractors shall provide to Client the Services set forth in the applicable SOW.

9.2 SOW Changes. Modifications to Services in a SOW shall be set forth in writing, identifying any changes to the fees and time schedule associated with the modification and such modifications shall be implemented only upon a mutual written agreement of the parties. Additional onboarding fees may apply.

9.3 Reliance. Unless specified otherwise in any SOW, RAVENii and its subcontractors shall be entitled to rely, without verification or investigation, upon any and all instructions, guidelines, information or materials provided or made available by Client.

9.4 Method of Performing Services. RAVENii and its subcontractors, in conjunction with its personnel, will determine the method, details, and means of performing Services for Client. Client acknowledges and understands that the Services may include simulated, attempted and/or actual security breaches to Client’s computer system.

9.5 Non-Exclusivity. Nothing in this Agreement shall be construed or interpreted so as to prohibit RAVENii and its subcontractors from entering into similar agreements with other parties concerning similar Services.

9.6 Maintenance Updates. From time to time, RAVENii and its subcontractors may provide Client with a maintenance update to any of the Services. All warranties, indemnification obligations and duties of RAVENii and its subcontractors are conditioned upon Client’s acceptance and installation of all maintenance updates supplied by RAVENii and its subcontractors.

IN WITNESS WHEREOF, the parties hereto have entered this SOW as of SOW Effective Date set forth above.

By: RAVENII, L.L.C.

Name: Zachary L. Yelland

Title: Operations Manager

Signature: _____

By: City of Joplin

Name: _____

Title: _____

Signature: _____

COUNCIL BILL NO. 2025-611 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and RAVENii, LLC., to implement Co-Managed Services and Network Upgrades; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an effective date.

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

Section 1. That the Contract by and between the City of Joplin and RAVENii, LLC., a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. That this Council Bill shall have an effective date of June 01, 2025

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-517 – Approval of a Real Estate Contract

MEETING DATE
May 19, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-517 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 201 N Tyler 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 201 N Tyler Avenue.

BACKGROUND
The City offered several pieces of non-buildable surplus property to the adjacent property owners with a bid opening of May 2, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for 201 N Tyler Avenue, which had a minimum bid price of $675.00. Larry Stahl, on behalf of his daughter, Melissa Dickerson submitted the best bid with a sales price of $683.50. The property is currently zoned R-1 and contains approximately 750 square feet of land.

The City will complete the sale of this parcel on or before August 29, 2025.

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

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

COUNCIL BILL NO. 2025-517 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Melissa Dickerson, for the sale of one parcel located at 201 North Tyler Avenue, totaling approximately 750 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 Six Hundred Eighty-Three Dollars and Fifty Cents ($683.50), by and between the City of Joplin, Missouri, a Municipal Corporation, and Melissa Dickerson for the sale of one parcel located at 201 North Tyler Avenue, totaling approximately 750 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 "Harold Fenix Addition N 6' Lot 46, in 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 _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Melissa Dickerson, 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 201 N Tyler Ave, the real estate described as follows:

"HAROLD FENIX ADDITION N 6' LOT 46, IN JOPLIN, JASPER COUNTY, MISSOURI."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefore is Six Hundred Eighty-Three Dollars and Fifty Cents ($683.50). 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 CB 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 CB Title on or before September 12, 2025, 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"

Melissa Dickerson

By: _____

Melissa Dickerson
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 5/8/2025

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.

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BID TABULATION

PROJECT: 201 N Tyler Ave

DATE OF BID OPENING: May 2, 2025 @ 2:00

CONTRACTOR	TOTAL BID AMOUNT
Larry Stahl	$683.50
on behalf of [redacted]	
Daughter Melissa Dickerson	

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-518 – Approval of a Real Estate Contract

MEETING DATE
May 19, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-518 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 10th and Byers 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 10th Street and Byers Avenue.

BACKGROUND
The City offered several pieces of non-buildable surplus property to the adjacent property owners with a bid opening of May 2, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for 10th Street and Byers Avenue, which had a minimum bid price of $45.00. Boyd Metals of Joplin submitted the best bid with a sales price of $45.00. The property is currently zoned M-2 and contains approximately 25 square feet of land.

The City will complete the sale of this parcel on or before August 29, 2025.

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

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

COUNCIL BILL NO. 2025-518 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Boyd Metals of Joplin, for the sale of one parcel located at 10th Street and Byers Avenue, totaling approximately 25 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 Forty-Five Dollars and No Cents ($45.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Boyd Metals of Joplin for the sale of one parcel located at 10th Street and Byers Avenue, totaling approximately 25 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 "Carters 1st Addition Lot 5 S & W of Frisco Railroad to the City of Joplin, Jasper County, Missouri. Zoned M2."

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 _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Boyd Metals of Joplin, 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 10th St & Byers Ave, the real estate described as follows:

"CARTERS 1ST ADDITION LOT 5 S & W OF FRISCO RR TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Forty-Five Dollars ($45.00). 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 CB 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 CB Title on or before September 12, 2025, 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"

Boyd Metals of Joplin

By: _____

Stephen Crane
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 5/8/2025

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.

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Only Available

BID TABULATION

PROJECT: 10th St & Byers Ave

DATE OF BID OPENING: May 2, 2025 @ 2:00

CONTRACTOR	TOTAL BID AMOUNT
Boyd Metals	$45

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-519 – Approval of a Real Estate Contract

MEETING DATE
May 19, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-519 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of West of 402 North Mineral; 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 of 402 North Mineral Avenue.

BACKGROUND
The City offered several pieces of non-buildable surplus property to the adjacent property owners with a bid opening of May 2, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for West of 402 North Mineral Avenue, which had a minimum bid price of $2,250.00. James Crane submitted the best bid with a sales price of $2,750.00. The property is currently zoned R-2 and contains approximately 2,500 square feet of land.

The City will complete the sale of this parcel on or before August 29, 2025.

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

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

COUNCIL BILL NO. 2025-519 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and James Crane, for the sale of one parcel located at West of 402 North Mineral Avenue, totaling approximately 2,500 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 Two Thousand Seven Hundred Fifty Dollars and No Cents ($2,750.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and James Crane for the sale of one parcel located at West of 402 North Mineral Avenue, totaling approximately 2,500 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 "Cox's 1st Addition W 50' S ½ Lot 6 Block 1 to the City of Joplin, Jasper County, Missouri. Zoned R2."

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 _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and James Crane, 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 W of 402 N Mineral Ave, the real estate described as follows:

"COX'S 1ST ADDITION W 50' S ½ LOT 6 BLOCK 1 TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Two Thousand Seven Hundred Fifty Dollars ($2,750.00). 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 CB 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 CB Title on or before September 12, 2025, 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 **James Crane**

By_____ By: _____

Nicholas Edwards, City Manager
"SELLER"

James Crane
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 5/8/2025

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.

519

BID TABULATION

PROJECT: W of 402 N Mineral Ave

DATE OF BID OPENING: May 2, 2025 @ 2:00

CONTRACTOR	TOTAL BID AMOUNT
James Crane	$2,750.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-520 – Approval of a Real Estate Contract

MEETING DATE
May 19, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-520 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of Southwest corner of Spring and Division; 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 the Southwest corner of Spring and Division.

BACKGROUND
The City offered several pieces of non-buildable surplus property to the adjacent property owners with a bid opening of May 2, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for the Southwest corner of Spring and Division, which had a minimum bid price of $1,080.00. Country Care Properties, LLC. submitted the best bid with a sales price of $1,080.00. The property is currently zoned R-2 and contains approximately 1,200 square feet of land.

The City will complete the sale of this parcel on or before August 29, 2025.

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

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

COUNCIL BILL NO. 2025-520 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Country Care Properties, LLC., for the sale of one parcel located at the Southwest corner of Spring and Division, totaling approximately 1,200 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 One Thousand Eighty Dollars and No Cents ($1,080.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Country Care Properties, LLC. for the sale of one parcel located at the Southwest corner of Spring and Division, totaling approximately 1,200 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 "Joplin Miscellaneous M-69 and N ½ M-70 to the City of Joplin, Jasper County, Missouri. Zoned R2."

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 _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Country Care Properties, 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 SW Corner of Spring St & Division Ave, the real estate described as follows:

"JOPLIN MISC M-69 & N ½ M-70 TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is One Thousand Eighty Dollars ($1,080.00). 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 CB 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 CB Title on or before September 12, 2025, 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"

Country Care Properties, LLC

By: _____

Michael Grigg, Owner
"BUYER"

Attest:

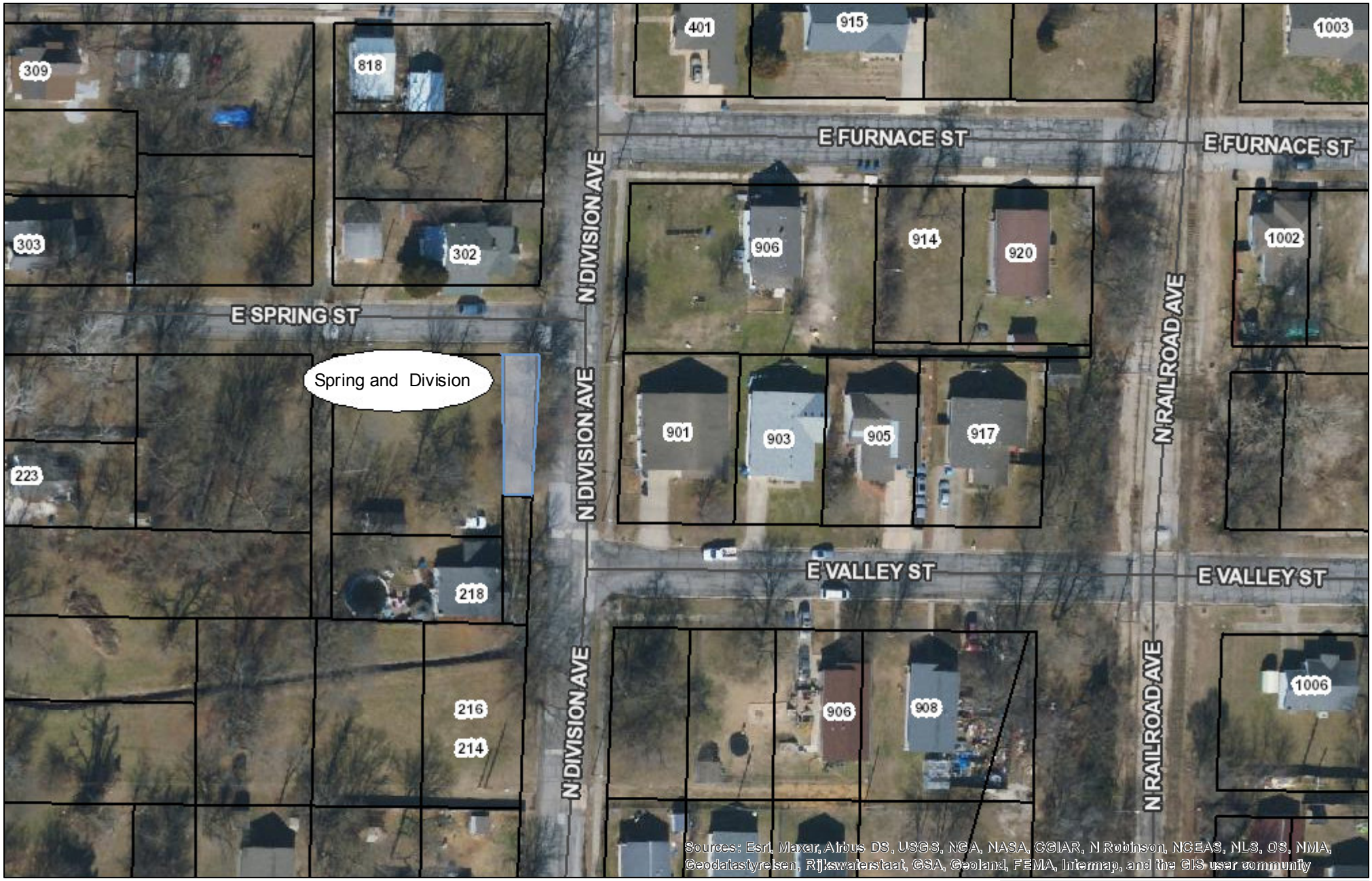
By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 5/8/2025

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.

BID TABULATION

PROJECT: SW Corner Spring/Division

DATE OF BID OPENING: May 2, 2025 @ 2:00

CONTRACTOR	TOTAL BID AMOUNT
Country Care Properties	$1,080.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-521 – Approval of a Real Estate Contract

MEETING DATE
May 19, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-521 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of North of Central Street and Galena 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 North of Central Street and Galena Avenue.

BACKGROUND
The City offered several pieces of non-buildable surplus property to the adjacent property owners with a bid opening of May 2, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for North of Central Street and Galena Avenue, which had a minimum bid price of $4,033.00. Murrell and Kristi Bass submitted the best bid with a sales price of $6,552.00. The property is currently zoned R-3 and contains approximately 4,482 square feet of land.

The City will complete the sale of this parcel on or before August 29, 2025.

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

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

COUNCIL BILL NO. 2025-521 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Murrell and Kristi Bass, for the sale of one parcel located at North of Central Street and Galena Avenue, totaling approximately 4,482 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 Six Thousand Five Hundred Fifty-Two Dollars and No Cents ($6,552.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Murrell and Kristi Bass for the sale of one parcel located North of Central Street and Galena Avenue, totaling approximately 4,482 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 "Joplin Original Lot 8 Block 1 EX N 46' Lot 82 EX 46' and All Lot 83 in 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 _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Murrell & Kristi Bass, 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 N of Central St & Galena Ave, the real estate described as follows:

"JOPLIN ORIGINAL LOT 8 BLOCK 1 EX N 46' LOT 82 EX N 46' & ALL LOT 83 IN JOPLIN, JASPER COUNTY, MISSOURI."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Six Thousand Five Hundred Fifty-Two Dollars ($6,552.00). 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 CB 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 CB Title on or before September 12, 2025, 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"

Murrell & Kristi Bass

By: _____

Murrell Bass
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

By: _____

Kristi Bass

"BUYER"

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 5/8/2025

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.

BID TABULATION

PROJECT: N of Central St & Galena Ave

DATE OF BID OPENING: May 2, 2025 @ 2:00

CONTRACTOR	TOTAL BID AMOUNT
Murrell Buss	$6,552.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-522 – Approval of a Real Estate Contract

MEETING DATE
May 19, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-522 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 1005 West 6th 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 1005 West 6th Street.

BACKGROUND
The City offered several pieces of non-buildable surplus property to the adjacent property owners with a bid opening of May 2, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for 1005 West 6th Street, which had a minimum bid price of $3,150.00. Mr. Zazzle's Homes submitted the best bid with a sales price of $3,200.00. The property is currently zoned R-2 and contains approximately 3,744 square feet of land.

The City will complete the sale of this parcel on or before August 29, 2025.

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

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

COUNCIL BILL NO. 2025-522 ORDINANCE NO.

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Mr. Zazzle's Homes, LLC., for the sale of one parcel located at 1005 West 6th Street, totaling approximately 3,744 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 Three Thousand Two Hundred Dollars and No Cents ($3,200.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Mr. Zazzle's Homes, LLC. for the sale of one parcel located at 1005 West 6th Street, totaling approximately 3,744 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 Lot 30, S and W of RR and Except the West 80.6' thereof, in Gray's 3rd Addition in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. Zoned R2."

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 _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Mr. Zazzle's Homes, 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 1005 W 6th St, the real estate described as follows:

> "ALL OF LOT 30, S & W OF RR & EXCEPT THE WEST 80.6' THEREOF, IN GRAY'S 3RD ADDITION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Three Thousand Two Hundred Dollars ($3,200.00). 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 CB 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 CB Title on or before September 12, 2025, 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"

Mr. Zazzle's Homes, LLC

By: _____

George Ledford
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney



Date: 5/8/2025

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.

522

BID TABULATION

PROJECT: 1005 W 6th St

DATE OF BID OPENING: May 2, 2025 @ 2:00

CONTRACTOR	TOTAL BID AMOUNT
MC 2AZZLE'S HOMES, LLC	3,200.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2025-003 – AN ORDINANCE amending Chapter 82 – Offenses and Miscellaneous Provisions, as it pertains to hunting within city limits; establishing regulations; and fixing the time when this ordinance shall become effective.

MEETING DATE
May 19, 2025

ORIGINATING DEPARTMENT
Legal Department

ATTACHMENTS
Council Bill No. 2025-003

REVIEWED BY
City Attorney Peter Edwards; Police Chief Richard Pearson; City Manager Nicholas Edwards.

SUMMARY
This Council Bill amends Chapter 82-191, Unlawful Use of Weapons; Exceptions, of the Joplin City Code, as it pertains to hunting within city limits; establishing regulations related to bow hunting in the city; and fixing the time when this ordinance shall become effective.

BACKGROUND
The City of Joplin does not currently have measures in place to control the urban deer population. To help reduce the number of deer/vehicle collisions occurring on city streets, the City may allow archery hunting under specified conditions and by permit to allow bow hunters to hunt deer within the city limits to better manage the deer population in a safe and effective manner. The proposed ordinance provides many conditions that a person must meet in order to bow hunt on private land within the city limits.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be placed on First Reading.

COUNCIL BILL NO. 2025-003 ORDINANCE NO.

AN ORDINANCE amending Chapter 82 - Offenses and Miscellaneous Provisions, Section 82-191 – Unlawful Use of Weapons; Exceptions, as it pertains to hunting within city limits; establishing regulations; and fixing the time when this ordinance shall become effective.

WHEREAS, deer/vehicle collisions occurring on city streets each year present traffic safety concerns to the community; and

WHEREAS, by reducing the number of deer within the city using hunting, the city can manage the deer population in a safe and effective manner; and

WHEREAS, it is the desire of the City Council to prioritize traffic safety through a reduction in the deer population.

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

Section 1. That Chapter 82. Offenses and Miscellaneous Provisions, Article I, Section 82-191. - Unlawful use of weapons; exceptions, is amended by enacting a new subsection (g), as follows:

"Sec. 82-191. Unlawful use of weapons; exceptions.

(a) For the purposes of this section, terms and phrases used herein shall have the definitions given them under RSMo 571.010.

(b) A person commits the crime of unlawful use of weapons if he knowingly:

(1) Carries concealed upon or about his person a knife, a firearm, a blackjack or any other weapon readily capable of lethal use.

(2) Sets a spring gun;

(3) Discharges or shoots a firearm into a dwelling house, a railroad train, boat, aircraft or motor vehicle as defined in RSMo 302.010, or any building or structure used for the assembling of people;

(4) Exhibits, in the presence of one or more persons, any weapon readily capable of lethal use in an angry or threatening manner;

(5) Possesses or discharges a firearm or projectile weapon while intoxicated;

(6) Discharges a firearm within 100 yards of any occupied schoolhouse, courthouse, or church building;

(7) Discharges or shoots a firearm at a mark, at any object, or at random, on, along or across a public highway or discharges or shoots a firearm into any outbuilding;

(8) Carries a firearm or any other weapon readily capable of lethal use into any church or place where people have assembled for worship, or into any school, or into any election precinct

on any election day, or into any building owned or occupied by any agency of the federal government, state government or political subdivision thereof;

(9) Discharges or shoots a firearm at or from a motor vehicle, as defined in RSMo 301.010, while within any city, town or village, and discharges or shoots a firearm at any person, or at any other motor vehicle, or at any building or habitable structure, unless the person was lawfully acting in self-defense;

(10) Carries a firearm, whether loaded or unloaded, or any other weapon readily capable of lethal use, into any school bus, or onto the premises of any function or activity sponsored or sanctioned by school officials or the district school board.

(c) Subsections (b)(1), (3), (4), (6), (7), (8), (9), and (10) of this section shall not apply to or affect any of the following:

(1) All state, county, and municipal peace officers possessing the duty and power of arrest for violation of the general criminal laws of the state or for violation of ordinances of counties or municipalities of the state, whether such officers are within or outside their jurisdictions, or on-duty or off-duty, or any person summoned by such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;

(2) Wardens, superintendents, and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime;

(3) Members of the armed forces or national guard while performing their official duty;

(4) Those persons vested by article V, section 1 of the state Constitution with the judicial power of the state and those persons vested by article III of the Constitution of the United States with the judicial power of the United States, the members of the federal judiciary;

(5) Any person whose bona fide duty is to execute process, civil or criminal;

(6) Any federal probation officer;

(7) Any corporate security advisor meeting the definition and fulfilling the requirements of the regulations established by the board of police commissioners under RSMo 84.340; and

(8) Any state probation and parole officer, including supervisors and members of the board of probation and parole, authorized to carry a firearm pursuant to RSMo 217.710.

(9) Any coroner, deputy coroner, medical examiner, or assistant medical examiner.

(d) Subsections (b)(1), (5), (8), and (10) of this section do not apply when the actor is transporting such weapons in a nonfunctioning state or in an unloaded state when ammunition is not readily accessible or when such weapons are not readily accessible. Subsection (b)(1) of this section does not apply to any person 21 years of age or older transporting a concealable firearm in the passenger compartment of a motor vehicle, so long as such concealable firearm is otherwise lawfully possessed, or when the actor is also in possession of an exposed firearm or projectile weapons for the lawful pursuit of game, or is in his or her dwelling unit or upon business premises over which the actor has possession, authority or control, or is traveling in a continuous journey peaceably through this state. Subsection (b)(10) shall not apply if the firearm is otherwise lawfully possessed by a person while traversing school premises for the purposes of transporting a student to or from school, or possessed by an adult for the purposes of facilitation of a school sanctioned firearm-related event.

(e) Subsections (b)(1), (8), and (10) of this section shall not apply to any person who has a valid concealed carry endorsement issued pursuant to RSMo 571.094, or a valid permit or endorsement to carry concealed firearms issued by another state or political subdivision of a state.

(f) Any person violating this section shall be punished upon conviction thereof as provided by section 1-5.

(g) Archery hunting of deer on a privately owned tract of land one (1) acre or larger where the property is in single ownership with no more than one dwelling unit per one acre on the tract, with provisions for controlled hunting on public lands are subject to the following conditions:

(1) Hunters must have all required state permits and abide by all state hunting regulations and seasons.

(2) Hunters must register at city hall and carry written permission from the property owner. A hunter must display that written permission at the request of a law enforcement officer.

(3) Hunters must be at least twenty-one (21) years of age.

(4) Hunters must be elevated a minimum of ten (10) feet from the ground when discharging a bow in the act of hunting.

(5) It shall be unlawful to discharge a bow and arrow within sixty (60) feet of a dwelling house, a building or structure used for the assembly of people, a street, a highway, park, or property line.

(6) Hunters may aggregate adjacent land to hunt on with written permission from the property owner(s).

(7) No bow and arrow shall be discharged in the direction of any human, roadway, structure, or domestic animal within reasonable range of the weapon at an angle which might allow the projectile to strike at, or dangerously near, these objects.

(8) No field dressing will be allowed within one hundred (100) feet of any property line.

(9) Each hunter who successfully harvests a deer will report the hunter's name, the gender of the animal, and the location where harvested to the city manager's office.

(10) Only a recurve archery bow or compound bow that requires completely manual operation without any means to cock the weapon and leave it in a stable state until it is released or fired via a trigger mechanism are authorized for use under this subsection.

(11) Hunters using a recurve archery bow or compound bow are required to have taken a Missouri Department of Conservation approved hunter education course and are required to mark their arrows with their nine-digit Missouri Conservation Identification Number.

(12) No crossbows are permitted.

Section 2. That this ordinance shall be in full force and effect twenty (20) days after its passage."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-109 Issuance of Purchase Order to United Access for purchase and replacement of two wheelchair lifts on the large trolley with a budget amendment.

MEETING DATE
May 19, 2025

ORIGINATING DEPT
Public Works-Transit

ATTACHMENTS
Council Bill 2025-109 Ordinance; Summary of Bids

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

SUMMARY
This Council Bill approves amending the budget for the issuance of a Purchase Order to United Access for the replacement of two (2) wheelchair lifts on the large Sunshine Lamp Trolley.

BACKGROUND
At the December 2, 2024, City Council meeting the Mayor announced the return of the Sunshine Lamp District Trolley Service. As part of the preparation for the relaunch, staff recognized the need to repair the largest trolley of our fleet to put it back into service. This trolley is currently out of service due to dual wheelchair lifts being non-functional and in need of repair or replacement. Before the large trolley can be put back into service, both wheelchair lifts must be operational to be ADA compliant.

With the cost of transportation, the repair and the future costs of maintenance being considered, staff explored all options. Staff contacted other transportation agencies and followed up with alternative manufacturers. Staff received evaluations for repairing the existing wheelchair lifts and found the trolley would possibly need to be transported to Florida to make the repairs/replacement due to the brand installed being served primarily on the east coast. The replacement was publicly bid on 4-19-2025. One bid was received from United Access in Springfield, Mo.

The budget is being amended to increase revenue in the amount of $44,402.00 and increase expenditures in the amount of $55,502.00. This item falls under the MAPS grant, which is an 80%/20% grant.

FUNDING SOURCE
This item includes a budget amendment.

RECOMMENDATION
Staff recommends approval of Council Bill 2025-109 on first reading.

COUNCIL BILL NO. 2025-109 **ORDINANCE NO.**

AN ORDINANCE approving the issuance of a Purchase Order to United Access in the amount of Fifty-Five Thousand Five Hundred Two Dollars and No Cents ($55,502.00) for the replacement of the two Wheelchair Lifts on the large trolley; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this ordinance shall become effective.

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

Section 1. That a Purchase Order to United Access in the amount of Fifty-Five Thousand Five Hundred Two Dollars and No Cents ($55,502.00) for the replacement of the two Wheelchair Lifts on the large trolley, 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, or purchase order in substantially similar form, by and on behalf of the City of Joplin to United Access.

Section 3. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing revenue by the total amount of Forty-Four Thousand Four Hundred Two Dollars and No Cents ($44,402.00) and by increasing appropriations by the total amount of Fifty-Five Thousand Five Hundred Two Dollars and No Cents ($55,502.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenue and appropriations.

Section 5. That upon its passage this Council Bill shall have an effective date of June 3, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2025, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Sr., Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Bid Tabulation

Project: Wheelchair ramp

Date and Time 5/2/2025 2pm

Contractor:	Total Bid Amount:
United Access	$ 55,052.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-124 Construction Agreement between City of Joplin and Emery Sapp and Sons Inc. for the Zora Street Improvements Phase 2 project

MEETING DATE
June 2, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-124; Agreement; Location Map; Bid Summary; Bid Concurrence Letter

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Two Million Eight Hundred Forty Thousand Seven Hundred Twenty-Three and 59/100 dollars ($2,840,723.59) for construction of the Zora Street Improvements Phase 2 project.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the improvement of E. Zora Street from Range Line Road to MO-249. Phase 1 of the Zora improvements project is defined as the construction of a new concrete roundabout at the intersection of Zora Street and Duquesne Road. Phase 2 of the project is defined as improving Zora Street from the new intersection at Duquesne Road east to MO-249, and Phase 3 is defined as improving Zora Street from Range Line Road to Duquesne Road. In June 2023, the City entered into an agreement with the Missouri Highways and Transportation Commission for a Governor's Transportation Cost Share Agreement for grant funds in the amount of $4 million to be used for the construction costs for all 3 phases of the Zora Improvements project. In accordance with the City of Joplin's procurement policies, a request for bid proposal for the Zora Street Improvements Phase 2 project was advertised in the Joplin Globe on April 12th, 2025, and bids were received by the City on May 15, 2025. Four bids were received, with Emery Sapp and Sons Inc. selected as the lowest responsive bidder. The low bid was below the engineer's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed within 270 calendar days.

FUNDING SOURCE
This item is included in the FY 2025 Budget in the Capital Improvement Sales Tax Fund.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND Emery Sapp & Sons Inc.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Emery Sapp & Sons, Inc. Address: 5350 E. State Hwy AA, Springfield, MO 65803	
Attention:		Attention: Chris Landwehr	
Department:		Phone: 417-833-9915	Fax: 417-833-9981
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: Same as below*	

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:

Zora Street Widening (Duquesne Road to MO 249) MoDOT GCS SNS0014

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 270 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 always maintain adequate insurance coverage 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, 2025, 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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. 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 $2,840,723.59 (two million, eight hundred forty thousand, seven hundred twenty three AND 59/100 dollars) 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 $3800.00 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. 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 two million, eight hundred forty thousand, seven hundred twenty three AND 59/100 dollars ($2,840,723.59) 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. 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. 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. Contractor shall procure and maintain during the life of this contract:

a. If 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. 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. 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. 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: 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

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

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Emery Sapp & Sons Inc.

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of, two million, eight hundred forty thousand, seven hundred twenty three AND 59/100 DOLLARS ($2,840,723.59) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Zora Street Widening (Duquesne Road to MO 249) MoDOT GCS SNS0014

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.
PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

Emery Sapp & Sons Inc.

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of, two million, eight hundred forty thousand, seven hundred twenty three AND 59/100 DOLLARS ($2,840,723.59) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Zora Street Widening (Duquesne Road to MO 249) MoDOT GCS SNS0014

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

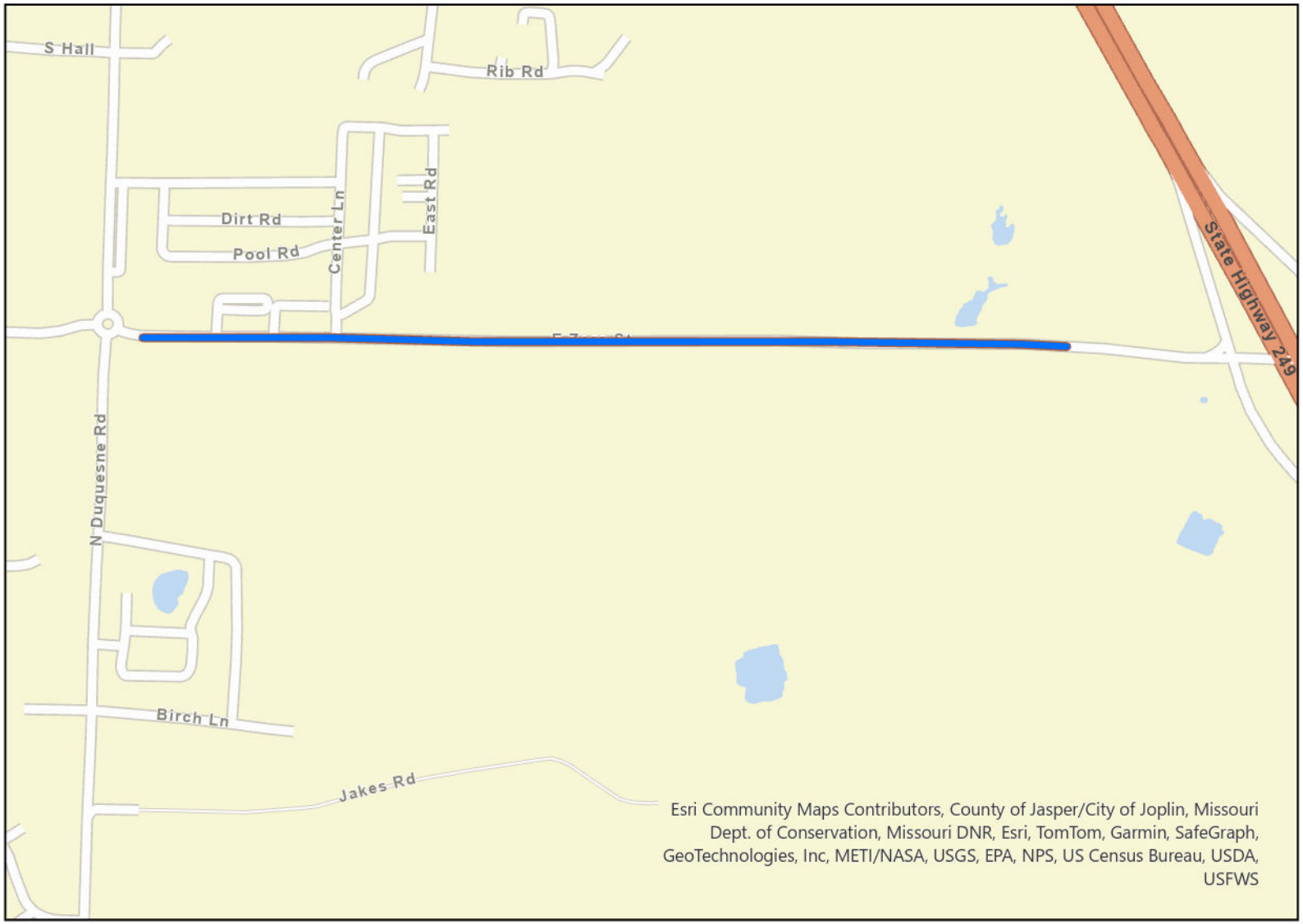
_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

Zora Street Improvements Phase 2



Legend

Zora Phase 2

0 0.13 0.25 0.5 0.75 1 Miles

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Bid Summary

PROJECT: Zora Street Improvements Phase 2

DATE OF BID OPENING: May 15th, 2025

CONTRACTOR	BID
Emery Sapp & Sons, Inc.	$2,840,723.59
Asbell Excavating	$3,185,620.28
D&E Plumbing and Heating, Inc.	$3,364,332.95
Elements Construction Concepts	$3,691,994.00
Engineer's Estimate	**$4,835,541.50**

May 21, 2025

City of Joplin, Missouri
Rob Beachner
602 S Main
Joplin, MO 64801

Re: Concurrence in Award – Zora Street Widening
Zora Street Widening (Duquesne Road to MO 249)
MoDOT Governor's Cost Share Number SNS0014
Olsson Project #R17-0642

Dear Mr. Beachner,

We have reviewed the four bids received for the above-mentioned project. The low bidder being Emery Sapp & Sons, Inc. at $2,840,723.59.

The Engineer's estimate was $4,835,541.50.

All four bids received were below the engineer's estimate.

I recommend the City move forward with the low bidder Emery Sapp & Sons, Inc.

Please contact me if you have any questions or need additional information.

Sincerely,

Jonathan Peitz, P.E.
Project Manager

1027 S. Main Street / Suite 503 / Joplin, MO 64801
O 417.781.0643 / **F** 417.781.4714 / **olsson.com**

COUNCIL BILL NO. 2025-124 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Two Million Eight Hundred Forty Thousand Seven Hundred Twenty-Three and 59/100 dollars ($2,840,723.59) for construction of the Zora Street Improvements Phase 2 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the City enter into an agreement with Emery Sapp and Sons Inc. in the amount of Two Million Eight Hundred Forty Thousand Seven Hundred Twenty-Three and 59/100 dollars ($2,840,723.59) for construction of the Zora Street Improvements Phase 2 project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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 from the Capital Improvement Sales Tax fund.

Section 4. That this Council Bill shall have an effective date of June 17, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2025, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2025-124

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 bids received by the City Engineer.

_____

Leslie Haase, Director of Finance