JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 3, 2024
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. 1201 Byers Proposal By Vita Nova Village

      Documents:

      VITA NOVA PRESENTATION_ REVISED.PDF
      1201 BYERS PROPOSAL.PDF
      1201 BYERS UPDATED 4-25-24.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Missi Hesketh Requested To Introduce Herself As A Candidate To Represent Joplin And The Rest Of The MO-7 In DC.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2024-271
      AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at the SW Corner of W

Adobe Ln and S Country Club Dr.

Documents:

271SUMMARY.PDF
CB2024-271REPORT.PDF
CB2024-271APP.PDF
271MINUTES.PDF
CB2024-271MAP.PDF
CB2024-271.PDF

3. COUNCIL BILL NO. 2024-270
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-3 (Multi-Family Residential) property as described below and located at the SW Corner of W Adobe Ln and S Country Club Dr.

Documents:

270SUMMARY.PDF
CB2024-270REPORT.PDF
CB2024-270APP.PDF
270MINUTES.PDF
CB2024-270MAP.PDF
CB2024-270.PDF

4. COUNCIL BILL NO. 2024-269
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and located at 3105 Wisconsin Ave.

Documents:

269SUMMARY.PDF
CB2024-269REPORT.PDF
CB2024-269APP.PDF
269MINUTES.PDF
CB2024-269MAP.PDF
CB2024-269.PDF

5. COUNCIL BILL NO. 2024-268
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-3 (Commercial) property as described below and located at 108 N St Louis Ave.

Documents:

268SUMMARY.PDF
CB2024-268REPORT.PDF
CB2024-268APP.PDF
268MINUTES.PDF
CB2024-268MAP.PDF
CB2024-268.PDF

6. COUNCIL BILL NO. 2024-267
AN ORDINANCE providing to vacate an alley way, lying near property described as 108 N St Louis Ave, City of Joplin, Jasper County, Missouri.

Documents:

267SUMMARY.PDF
CB2024-267REPORT.PDF
CB2024-267APP.PDF
267MINUTES.PDF
CB2024-267MAP.PDF
CB2024-267.PDF

7. COUNCIL BILL NO. 2024-265
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-2 (Two-Family Residential) property as described below and located at the SW corner of S McCoy Ave and W 23rd St.

Documents:

265SUMMARY.PDF
CB2024-265REPORT.PDF
CB2024-265 APP.PDF
265MINUTES.PDF
CB2024-265MAP.PDF
CB2024-265.PDF

8. COUNCIL BILL NO. 2024-266
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-2 (Two-Family Residential) property as described below and located at 302 S McKinley Ave.

Documents:

266SUMMARY.PDF
CB2024-266REPORT.PDF
CB2024-266APP.PDF
266MINUTES.PDF
CB2024-266MAP.PDF
CB2024-266.PDF

9. RESOLUTION NO. 2024-006
A RESOLUTION granting a Special Use Permit (1st and Final Request) for the operation of a dog salon/kennel, located at 407 N Schifferdecker in the City

operation of a dog salon/kennel, located at 107 N Schifferdecker in the City of Joplin, Jasper County, Missouri.

Documents:

RS2024-006SUMMARY.PDF
RS2024-006REPORT.PDF
RS2024-006APP.PDF
RS006MINUTES.PDF
RS2024-006MAP.PDF
RS2024-006.PDF

10. RESOLUTION NO. 2024-007
A RESOLUTION granting a Special Use Permit (1st and Final Request) for the operation of a coffee shop, located at 204 N Jackson Ave in the City of Joplin, Jasper County, Missouri.

Documents:

RS2024-007SUMMARY.PDF
RS2024-007REPORT.PDF
RS2024-007APP.PDF
RS2024-007PROTEST.PDF
RS007MINUTES.PDF
RS2024-007MAP.PDF
RS2024-007.PDF

8. Consent Agenda

1. Minutes Of The May 20, 2024, Joplin City Council Meeting

Documents:

MAY 20, 2024 MINUTES.PDF

2. COUNCIL BILL NO. 2024-117
AN ORDINANCE authorizing the approval of the 2024 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley. Approval of the annual PTASP Safety Targets are required by the Federal Transit Administration (FTA) regulations set in 49 CFR Part 673 of the federal guidelines.

Documents:

CB2024-117.PDF

3. COUNCIL BILL NO. 2024-612
AN ORDINANCE authorizing the City of Joplin, Missouri, to participate in the Missouri Fire Fighters Critical Illness Trust and Pool; authorizing the Mayor to execute such documents as may be necessary for the City's participation therein; and, amending the Annual Budget of the City of Joplin for the Fiscal

Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.

Documents:

CB2024-612.PDF

9. Resolutions

1. RESOLUTION NO. 2024-008
   A RESOLUTION of the City of Joplin, Missouri, stating the intent to pursue a U.S. Department of Housing and Urban Development (HUD) Choice Neighborhood Planning Grant in the amount of $500,000.00 for a neighborhood transformation plan; and, committing to the match funding of $25,000.00.

   Documents:

   RESOLUTION 2024-008 SUMMARY SUPPORT FOR CHOICE GRANT APPLICATION.PDF
   RESOLUTION 2024-008 SUPPORT FOR CHOICE GRANT APPLICATION.PDF

2. RESOLUTION NO. 2024-009
   A RESOLUTION approving the issuance of bonds by The Industrial Development Authority of the City of Joplin, Missouri for the Freeman Health.

   Documents:

   RESOLUTION 2024-009 SUMMARY FREEMAN HOSPITAL INDUSTRIAL DEVELOPMENT BONDS.PDF
   RESOLUTION 2024-009 FREEMAN HOSPITAL INDUSTRIAL DEVELOPMENT BONDS.PDF
   RESOLUTION 2024-009 AFFIDAVIT OF PUBLICATION FREEMAN BONDS.PDF
   RESOLUTION NO 2024-009 ANNUAL MEETING MINUTES EXCERPT FREEMAN BONDS.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2024-123
   AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of Forty-Eight Thousand and 00/100 dollars ($48,000.00) for professional engineering services for the relocation of water lines required for the 20th Street Widening project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

CB2024-123 SUMMARY SHEET OLSSON 20TH ST. WATERLINE DESIGN.PDF
CB2024-123 COUNCIL ORDINANCE OLSSON 20TH ST. WATERLINE DESIGN.PDF
CB2024-123 WORK AUTHORIZATION-OLSSON 20TH ST. WATERLINE DESIGN.PDF

2. COUNCIL BILL NO. 2024-506
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause.

Documents:

CB 2024-506 SUMMARY BUDGET AMENDMENT.PDF
CB 2024-506 BUDGET AMENDMENT ORDINANCE FY2024.PDF
CB 2024-506 SCHEDULE A BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2024-118
AN ORDINANCE approving the City of Joplin to enter into an agreement and work authorization with OWN Engineering, Inc. in the not to exceed amount of Five Hundred Forty Thousand Two Hundred and 00/100 Dollars ($540,200.00) for Sunnyvale Stormwater Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024.

Documents:

CB2024-118 SUMMARY SHEET - SUNNYVALE STORMWATER IMPROVEMENTS_OWN.PDF
CB2024-118 ORDINANCE SUNNYVALE STORMWATER IMPROVEMENTS.PDF
SUNNYVALE STORMWATER - AGREEMENT.PDF
SUNNYVALE STORMWATER - WORK AUTHORIZATION.PDF
SUNNYVALE RFQ RESULTS TABLE.PDF
CB2024-118 EXHIBIT MAP - SUNNYVALE PDF.PDF

2. COUNCIL BILL NO. 2024-121
AN ORDINANCE approving a work authorization with Allgeier Martin and Associates, Inc. in the not to exceed amount of Two Hundred Thirty Thousand and 00/100 DOLLARS ($230,000.00) for engineering services associated with the Tin Cup Lift Station & Pressure Line Improvements Project authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB 2024-121 SUMMARY - TIN CUP LS - PS.PDF
CB 2024-121 ORDINANCE TIN CUP LS - PS.PDF

WA AMA 24-007 TIN CUP LIFT STATION AND PRESSURE LINE IMP.PDF
CB 2024-121 EXHIBIT MAP - TIN CUP LIFT STATION AND PRESSURE LINE IMPROVEMENTS.PDF

3. COUNCIL BILL NO. 2024-122
AN ORDINANCE approving a work authorization with Allgeier Martin and Associates, Inc. in the not to exceed amount of One Hundred Seventy-Five Thousand and 00/100 DOLLARS ($175,000.00) for engineering services associated with the Turkey Creek WWTP Trickling Filter Replacement and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB 2024-122 SUMMARY TURKEY CREEK WWTP TRICK REPL.PDF
CB 2024-122 ORDINANCE TURKEY CREEK WWTP TRICK REPL.PDF
WA AMA 24-008 TURKEY CREEK WWTP TRICKLING FILTER MEDIA REPL.PDF

4. COUNCIL BILL NO. 2024-124
AN ORDINANCE authorizing a Lease Renewal with TAMKO Building Products, LLC (TAMKO), for a hangar located at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

Documents:

GS 2024-124 TAMKO LEASE RENEWAL.PDF
CB 2024-124 TAMKO LEASE RENEWAL.PDF
2024.05.20 [TAMKO EXECUTED] TAMKO - COJ HANGAR LEASE EXTENSION 2024.PDF

5. COUNCIL BILL NO. 2024-505
AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between Woodsonia Joplin, LLC., a Nebraska limited liability company, and the City of Joplin, Missouri; authorizing the City Manager to execute said Agreement on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB 2024-505 SUMMARY TIF FUNDING AGREEMENT.PDF
CB 2024-505 TIF FUNDING AGREEMENT ORDINANCE.PDF
CB 2024-505 EXHIBIT A TIF FUNDING AGREEMENT.PDF

6. COUNCIL BILL NO. 2024-613
AN ORDINANCE approving an agreement with Thomas McGee Group, Third Party Administrator (TPA) to provide workers compensation and liability claims services for the City of Joplin.

Documents:

CB 2024-613 SUMMARY CLAIMS TPA RENEWAL.PDF
CB 2024-613 ORDINANCE CLAIMS THIRD PARTY ADMINISTRATOR (THOMAS MCGEE GROUP).PDF
CB 2024-613 TPA SELECTION NARRATIVE AND COST COMPARISON.PDF
CB 2024-613 EXHIBIT A FEES AND SERVICE COSTS.PDF
CB 2024-613 EXHIBIT B - AGREEMENT CONSULTING SERVICES.PDF
CB 2024-613 EXHIBIT A RFP.PDF
CB 2024-613 TPA COST COMPARISON.PDF

7. COUNCIL BILL NO. 2024-614
AN ORDINANCE approving an extension to Lease Agreement by and between the City of Joplin and Parkwood Tournament, LLC. to lease various parks facilities from December 1, 2026 to November 30, 2028; authorizing the City Manager to execute said extension to Lease Agreement by and on behalf of the City of Joplin.

Documents:

CB 2024-614 SUMMARY PARKS FACILITIES LEASE EXTENSION AGREEMENT.PDF
COJ - PARKWOOD TOURNAMENT COMPANY - LEASE RENEWAL 2024.PDF
COUNCIL BILL 2024-614 PARKS FACILITIES LEASE EXTENSION AGREEMENT.PDF

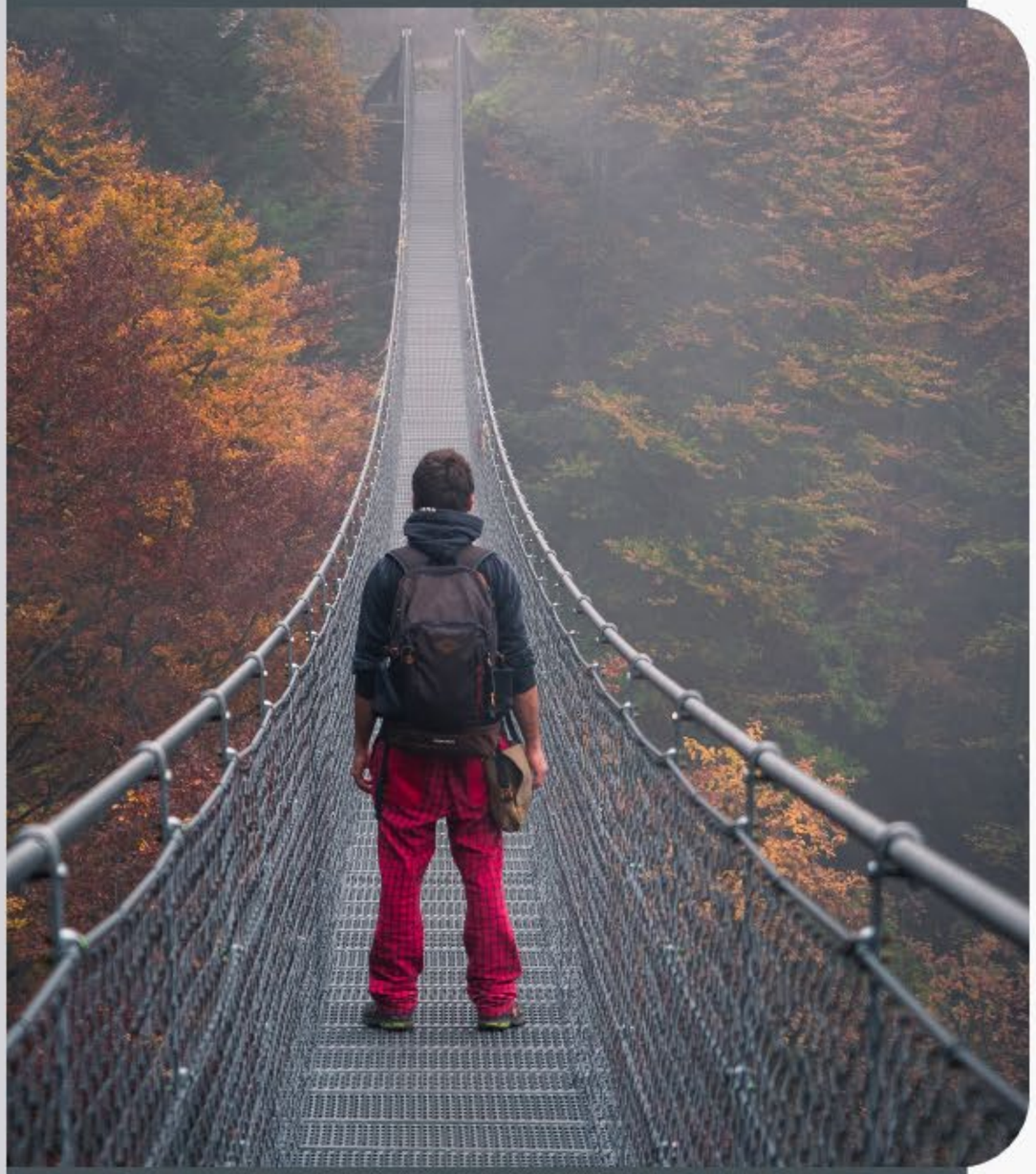
12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**

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 30th day of May 2024 (RSMo 610.020)



Vita Nova Village

New Life Starts Here

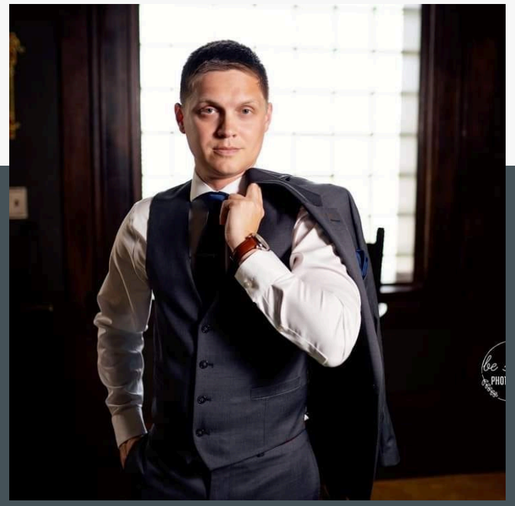
Rhonda Thompson and Morris Glaze

Leadership

One day a small group gathered at Joplin a local Coffee Shop to discuss the growing homeless issue in our area, with that meeting Vita Nova Village came to light.



Troy Dunlap



Thomas Ross
Board Vice-President



Amy DeWild
Board Treasurer



Johnny Murray

Member

Leadership



Mark Farnham

Board Member



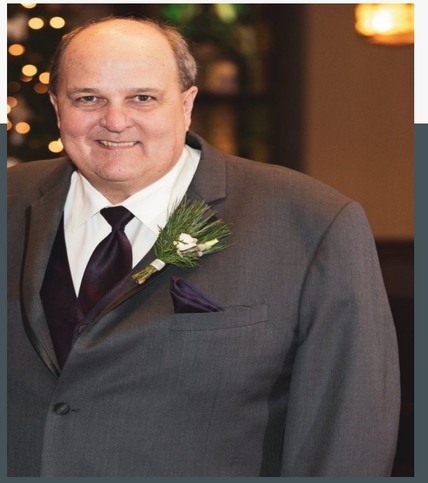
Wendy Chrisenbery

Board Member



Lance Hoopai

Board Member



Kyle Denham

Board Member

Where are we now?

- $250,000 pledged for the first five homes
- Received a $15,000 donation for consulting services provided by Eden Village.
- Received four community and foundation grants.
- Leased office and program space at 315 S Pearl Ave.



Our Vision

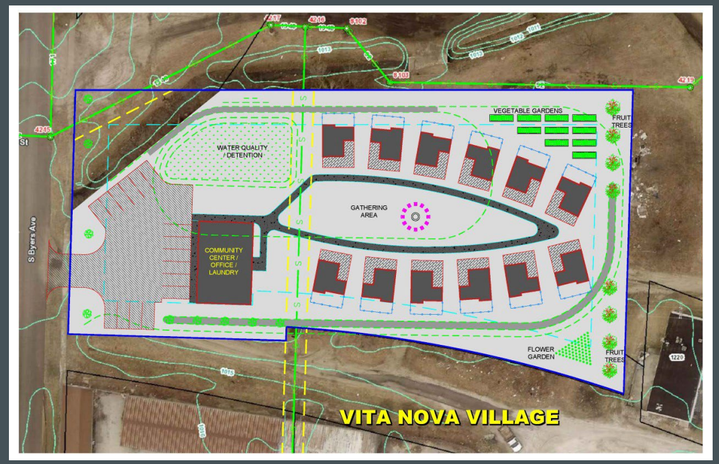
WE ARE NOT A SHELTER.

Vita Nova Village founders are committed to providing new and holistic solutions to end homelessness in our community. We will create a community for previously homeless people to reside in a private home while working on their personal plans to achieve Sustained employment and housing permanence.

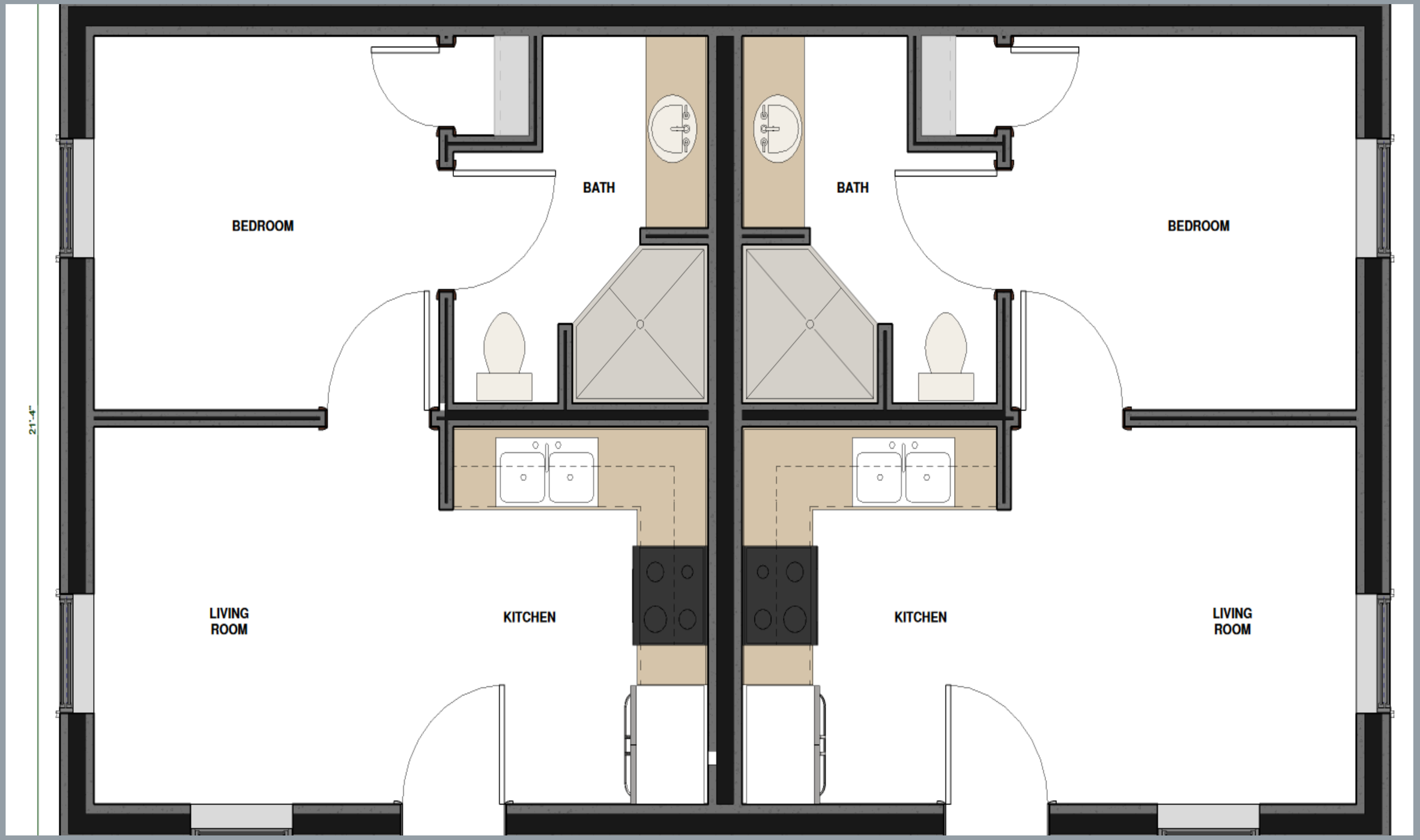


The Byers Site

- 10 **duplex units or 20 tiny homes**
- **community building** includes office space, laundry units, a workshop, and space for classes and community events.
- Walking path
- Outdoor community gathering space Vegetable
- and flower-raised **garden beds**
-



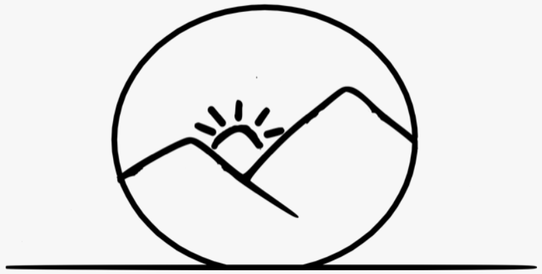



21'-4"
BEDROOM
BATH
BATH
BEDROOM
LIVING ROOM
KITCHEN
KITCHEN
LIVING ROOM

New Resident (neighbors) Referral Guidelines

- Resided in **Joplin** Region 2+ years (Joplin, Carl Junction, Webb City & Carthage)
- **Homeless adult** individuals (couples before homelessness)
- Taking initiatives toward sobriety
- Desire to obtain & maintain employment
- Agree to pay rent monthly
- Agree to participate and maintain progress in PEG Plan

www.vitanovavillage.org



Cost of Homelessness for a Community

According to the National Homeless Coalition each individual that is homeless costs a community 35,000 per year.
These costs are primarily associated with police involvement, incarceration, emergency room, and hospital visits. Housing twenty individuals can save our community over $700,000 annually.

VNV Sustainment

- Rental Revenue
- Foundation grants
- Community support
- Individual support
- Community Fundraisers
- Keep overhead low by utilizing interns, volunteers, and community partnerships.



Any Questions?

Vita Nova Village 501(c)3
EIN 87-3838394

Vita Nova Village
Tiny Home Community

1201 S BYERS PROJECT PROPOSAL

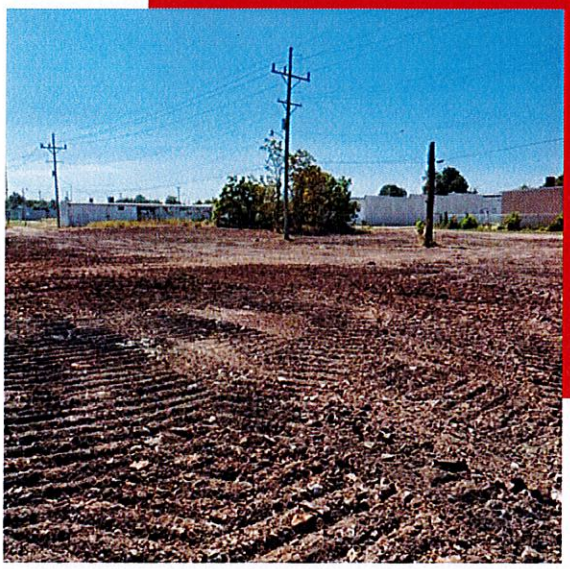
Vita Nova Village provides individuals that are homeless with a private living space while assisting with employment and targeted education for a path to housing stability and a productive & meaningful life.

417-622-2850
315 S Pearl Ave
Joplin, MO 64801

www.vitanovavillage.org

Project For
Vita Nova Village

Project Name
1201 Byers - Tiny Home Community



Our Beginning

In October of 2021, a group of concerned citizens gathered at a local coffee shop to confront the growing crisis of homelessness within our city. Among them was Bill Hilligus. Bill's story is not just his own; it echoes the struggles of countless individuals who have fallen through the cracks of society and found themselves trapped in a cycle of despair. For over five years, Bill battled not only the harsh realities of life on the streets but also the demons of addiction. He experienced firsthand the limitations of existing charitable efforts, which, while providing temporary relief, failed to offer a **sustainable pathway out of homelessness.** It was only when Bill was given the opportunity to attend welding school, thanks to a grant, that he found his bridge to stability. With gainful employment, Bill was able to secure housing and rebuild his life.

Bill envisioned a community where every individual, regardless of their past struggles, is given a hand up, not just a handout. He envisioned Vita Nova Village, a place where affordable housing is coupled with vocational training and education, empowering individuals to reclaim their dignity and forge a path to a brighter future.

Rhonda Thompson

+417-622-285
315 S Pearl Ave
www.vitanovavillage.org

OUR PROGRESS

Since securing our 501(c)3 status in December 2021, Vita Nova Village has achieved significant progress. We've successfully secured four community grants and garnered a pledge of $250,000 dedicated to constructing the first five tiny homes. Additionally, we've received a generous donation that provides funding for consulting services from Eden Village throughout the development of our inaugural village.



Our Team

Troy Dunlap Board President	**Thomas Ross** Board vice-President
Amy DeWild Board Treasurer	**Wendy Chrisenberry** Board Secretary
Katie Kelley Board Historian	**Mark Farnham** Board Member
Kyle Denham Board Member	**Lance Hoopai** Board Member
Johnny Murray Board Member	Rhonda Thompson Executive Director

Our Project

Vita Nova Village will be a gated tiny home village that consists of a multi-purpose community building, gardens, fruit trees, common areas and 20- 400 square foot tiny homes. The community will provide transitional housing with an educational component that is person-centered.

Purpose

To provide transitional housing for 20, currently homeless, individuals.

Residents

Residents of the Byers Project will be vetted through the area shelters and an application process. Applicants will be individuals that are currently homeless, have been in the Joplin community over two years, have a desire to obtain employments or increase earning capacity, are willing to pay an affordable rent and are on the road to sobriety.

Benefits to the Joplin Community

According to the National Homeless Coalition, each individual that is homeless costs a community an average $35,000 per year. These costs are primarily associated with police involvement, incarceration, emergency room, and hospital visits. Housing twenty individuals can save our community over $700,000 annually.

TIMELINE

The timeline is contigent on the soil testing and location of infrastructure.

FUNDING

Once the site is secured, a capital campaign will launch that includes our brick campaign and naming rights options. We also plan to apply for FHLB funding with the assistance of Nate with Eden Village.

OUR ASK

We are requesting your consideration for the donation of the property located at 1201 S Byers to be utilized as the site for our transitional housing project. We also request consideration in waiving the tax lien currently attached to 1201 S Byers.



WATER QUALITY
/ DETENTION

Vita Nova Village

VEGETABLE GARDENS

GATHERING
AREA

S Byers Ave

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-271 – Voluntary Annexation

MEETING DATE:
June 3, 2024

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 014-24: SW Corner of W Adobe Ln and S Country Club Dr – Voluntary Annexation – A request to voluntarily annex property into the corporate limits of the City of Joplin – RBC Holdings

BACKGROUND:
This subject property is owned by RBC Holdings. They wish to develop multi-family housing at this location. Annexing into the City of Joplin will give them access to sanitary sewer and other City services. Furthermore, any property they develop within the City of Joplin will need to meet City requirements and be constructed to the applicable codes.

PLANNING & ZONING COMMISSION TESTIMONY:
There was no representative for this case. Tyler Bellairs informed the Commissioners that the applicant had requested to withdraw the application. Mr. Bellairs told the Commission that they were still required to hold a public hearing, as it was advertised. Mr. Bellairs stated that since the applicant had withdrawn this case and the rezoning request, staff is changing its recommendation for approval to a recommendation to strike this case from the agenda.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends striking Council Bill 2024-271
Planning & Zoning Commission recommends striking Case 014-24 (5 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: May 13, 2024
City Council Meeting: June 3, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 014-24 A request to voluntarily annex property into the City of Joplin

LOCATION SW Corner of W Adobe Ln And S Country Club Dr

APPLICANT Lance Ledford

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper/Newton County, MO)	Vacant	Approximately 8 acres

DISCUSSION

This subject property is owned by RBC Holdings. They wish to develop multi-family housing at this location. Annexing into the City of Joplin will give them access to sanitary sewer and other City services. Furthermore, any property they develop within the City of Joplin will need to meet City requirements and be constructed to the applicable codes.

Staff recommends approval of Case 014-24.

ENCLOSURES

- Map of area to be annexed
- Application

Voluntary

Annexation Application

Corporation

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.: 014-24
Filing Fee: $0.00
Received: 3/15/24
Proj. No.: 24-064

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation, you will need to complete this form for each parcel of property.

Owner Name: RBC Holdings Phone No. 417-206-4100

Email: rick@rickbensonconstruction.com

Applicant Name: Rick Benson Phone No. 417-206-4100

Email: rick@rickbensonconstruction.com

Mailing Address: 4005 W 32nd St, Joplin, MO 64804

Annexation Property Location: SW Corner of West Adobe Lane and S. Country Club Drive

Present Use of Property: Vacant land

Residential Information (if no present of future residences, you may skip this section.)

Number of presently occupied or occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: 10

Apartment complex units: 120

Name of water provider, or list 'well': Mo American Water

Name of sewer provider, or list 'septic': City of Joplin

Commercial Information (if no present commercial use, you may skip this section.)

Business #1

Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

Business #2

Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

*******THIS FORM MUST BE SUBMITTED WITH YOUR VOLUNTARY ANNEXATION PETITION*******

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation you will need to complete this form for each parcel of property.

Property Owner Name: Rick Benson - RBC Holdings **Telephone Number:** 417-206-4100

Property Address: SW corner of the intersection of W Adobe Lane and S Country Club Drive

1. **Is the annexation the result of an out-of-town sewer agreement?** ____ Yes __X__ No
2. **Is this property residential property?** __X__ Yes ____ No
3. **Are there any businesses located on this property?** ____ Yes __X__ No

If yes, how many businesses are located on this property? ____

Please list the following information for each business located on the property:

Business #1:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ Yes ____ No

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ Yes ____ No

If yes, what is their Missouri Sales Tax ID Number? ____

Does the business sell liquor? ____ Yes ____ No

Business #2:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

Is the Property Leased to the Business? ____ Yes ____ No

Type of Business (example: insurance, repair shop, etc.) ____

Does the business sell retail items? ____ Yes ____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No (Over)

Business #3: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

/MENTS

Are there residential living units on the property that are occupied or capable of being occupied? _____Yes _____x_____No

If Yes, how many

Single-family house(s) _____ Amount
Duplex(s) _____ Amount
Tri-plex(s) _____ Amount
Apartment House(s) _____ Amount
Apartment Complex(s) _____ Amount

Do you plan to build residential living units on the property ___x___Yes _____No

If Yes, how many

Single-family house(s) _____ Amount
Duplex(s) _____ Amount
Tri-plex(s) _____ Amount
Apartment House(s) _____ Amount
Apartment Complex(s) _____ Amount 120 units located within 10 new structures

Are (or Will) the living unit(s) be on a well _____ Yes ____x____No
If NO, please furnish the name of the water company Missouri American Water

Are (or Will) the living unit(s) have a septic system? _____ Yes _____x_____ No
If NO, please furnish the name of the municipal sewer system City of Joplin

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

TO WHOM IT MAY CONCERN:

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

President RBC Enterprises Limited Inc.

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 14th day of March 20 24 before me appeared Richard Benson, to me known to be the President of RBC enterprises Ltd Inc, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Richard Benson acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

Notary Public Nanthini K. Yeary

My commission expires: October 16th, 27

NANTHINI K YEARY
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: Oct. 16, 2027
Commission # 15999886

Case 014-24: Annexation

SW Corner of W Adobe Ln and S Country Club Dr-Voluntary Annexation-A request to voluntarily annex property into the corporate limits of the City of Joplin-RBC Holdings

Mr. Tyler Bellairs, City of Joplin Planner, stated the applicant withdrew case and the P & Z staff recommended the case be stricken.

Mr. Kimble asked if there were any questions from the Commission on Case 014-24.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 014-24.

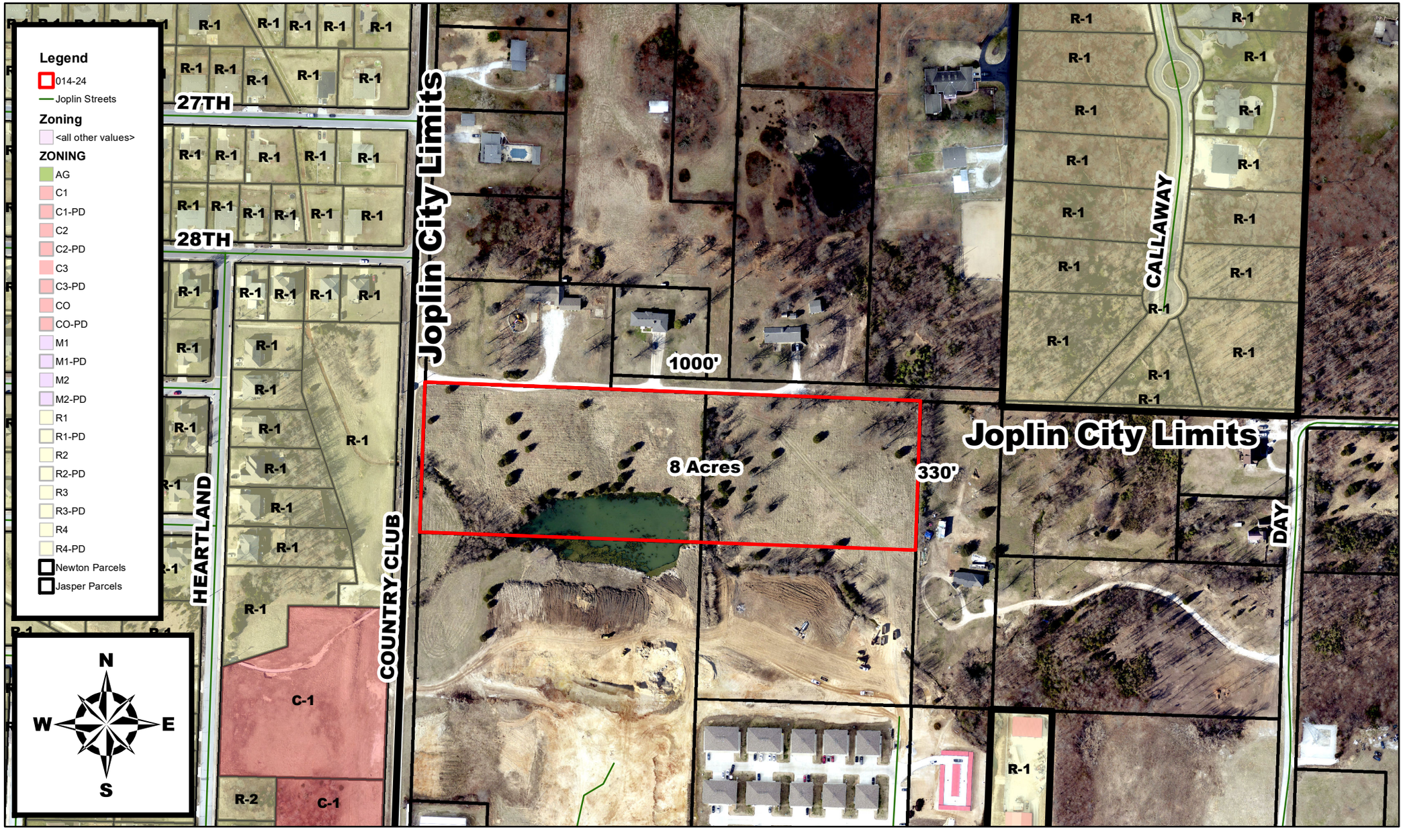
There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 014-24.

There were none.

MR. LANDIS MOVED THAT CASE 014-24 BE STRICKEN. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAY, 1 ABSENT)

Case 014-24: Voluntary Annexation



SW Corner of W Adobe Ln and S Country Club Dr – Voluntary Annexation – A request to voluntarily annex property into the corporate limits of the City of Joplin – RBC Holdings

0 90 180 360 540 720
Feet

P & Z Case 014-24
RBC Holdings
(P & Z Recommended to Strike)

COUNCIL BILL NO. 2024-271 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at the SW Corner of W Adobe Ln and S Country Club Dr.

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

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

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

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

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

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

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

ALL THAT PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼), THENCE S87°57'40"E A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTRY CLUB ROAD SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING S87°57'40"E A DISTANCE OF 628.65 FEET; THENCE S02°03'29"W A DISTANCE OF 330.00 FEET; THENCE N87°57'40"W A DISTANCE OF 628.15 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE N01°58'20"E ALONG SAID EAST

RIGHT-OF-WAY LINE A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4.8 ACRES MORE OR LESS.

ALL OF THE NORTH HALF (N1/2) OF THE FOLLOWING DESCRIBED TRACT: ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE S87°57'40"E A DISTANCE OF 653.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°57'40"E A DISTANCE OF 482.65 FEET; THENCE S02°02'15"W A DISTANCE OF 665.64 FEET; THENCE N88°02'18"W A DISTANCE OF 482.89 FEET; THENCE N02°03'29"E A DISTANCE OF 666.29 FEET TO THE POINT OF BEGINNING. CONTAINING 3.7 ACRES MORE OR LESS.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-270 – Rezoning

MEETING DATE:
June 3, 2024

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 015-24: SW Corner of W Adobe Ln and S Country Club Dr – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Multi-Family Residential) – RBC Holdings

BACKGROUND:
The applicant, RBC Holdings, wants to annex into the City limits of Joplin in order to develop multi-family housing utilizing City sewer. In order to do this, RBC must rezone the property, as annexed land is automatically incorporated as single-family.

The zoning district change will not negatively impact the surrounding area. The multi-family housing that was developed outside of the City limits (south of this site) was not built to any codes. By annexing and rezoning, the subject property will be a compatible use with the existing density patterns, while also being subject to City requirements. This will make it a far better multi-family housing project (in terms of density and site design, fire safety, building safety, and engineering's site specifications) than what is existing.

The Future Land Use Map does not identify this land as a planned future use. Existing uses makes this area moderate density residential. According to the Joplin Development Code and Comprehensive Plan, moderate density residential should be made up of R-1, R-2, R-3 and R-4 Districts. The plan stresses that these areas should be developed to connect to Planned Corridors and more walkable community centers. Due to the proximity connectivity to 32nd Street, this meets the intent of the Comprehensive Plan. Multi-family neighborhoods are ideal in residential areas where they can serve as a bridge to commercial centers.

PLANNING & ZONING COMMISSION TESTIMONY:
There was no representative for this case. Tyler Bellairs informed the Commissioners that the applicant had requested to withdraw the application. Mr. Bellairs told the Commission that they were still required to hold a public hearing, as it was advertised. Mr. Bellairs stated that since the applicant had withdrawn this case and the annexation request, staff is changing its recommendation for approval to a recommendation to strike this case from the agenda.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends striking Council Bill 2024-270
Planning & Zoning Commission recommends striking Case 015-24 (5 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: May 13, 2024
City Council Meeting: June 3, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 015-24 A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Multi-Family Residential)

LOCATION SW Corner of W Adobe Ln and S Country Club Dr

APPLICANT RBC Holdings

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 8 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	County	County	County	R-1
Land Use	Single-Family	Single-Family	Apartments	Single-Family

FUTURE LAND USE

The property is not identified on the Future Land Use Map. The existing character of the neighborhood is moderate density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Country Club Dr	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 Map does not identify this land as a planned future use. Existing uses makes this area moderate density residential. According to the Joplin Development Code and Comprehensive Plan, moderate density residential should be made up of R-1, R-2, R-3 and R-4 Districts. The plan stresses that these areas should be developed to connect to Planned Corridors and more walkable community centers. Due to the proximity connectivity to 32nd Street, this meets the intent of the Comprehensive Plan. Multi-family neighborhoods are ideal in residential areas where they can serve as a bridge to commercial centers.

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

Given the existing pattern of development, the highest and best use for this property is multi-family residential. Single-family residential deprives it of a compatible use.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning district change will not negatively impact the surrounding area. The multi-family housing that was developed outside of the City limits (south of this site) was not built to any codes. By annexing and rezoning, the subject property will be a compatible use with the existing density patterns, while also being subject to City requirements. This will make it a far better multi-family housing project (in terms of density and site design, fire safety, building safety, and engineering's site specifications) than what is existing.

DISCUSSION

The applicant, RBC Holdings, wants to annex into the City limits of Joplin in order to develop multi-family housing utilizing City sewer. In order to do this, RBC must rezone the property, as annexed land is automatically incorporated as single-family.

Staff recommends approval of Case 015-24.

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.: 015-24
Filing Fee: $600.00
Received: 3/15/24
Date Advertised:
Proj. No.: 24-065
Public Hearing Date: 5/13/24

Applicant: Rick Benson - RBC Holdings Phone No.: 417-206-4100

Address: 4005 W 32nd St, Joplin, MO 64804 Email: Rick@rickbensonconstruction.com

Owner: RBC Holdings- Rick Benson Phone No.: 417-206-4100

Address: 4005 W 32nd St, Joplin, MO 64804 Email: Rick@rickbensonconstruction.com

Location of Property: SW corner of the intersection of W Adobe Lane and S Country Club

Present Use of Property: Vacant Land

Proposed Use of Property: R3-Multi-family Apartmet

Current Zoning: Annexing into City as R1 Requested Zoning: R3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Commercial Home Care Services and Single Family	Jasper County
South	Commercial, R3, and Vacant	Jasper County
East	Single Family	Jasper County
West	Country Club Drive / Stromwater Drainage / Single Family	R1

Character of the Neighborhood: Larger Single family development to the East (Cedar Ridge) with commercial and multifamily to the south. Mostly undeveloped rural land in the County.

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: The land is in the County and does not have any zoning.

The annexation process brings land in at R1, we are rezoning to R3

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: S. Country Club Drive (to the West)

Secondary Fire Access to 32nd Street via S Waterview Lane (thru the south adjacent development)

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:

_____

_____

_____

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

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

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

Signature: _____ **Date:** 3-15-24

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

TO WHOM IT MAY CONCERN:

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

President of RBC Enterprises Holdings Inc.

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 14th day of March 2024 before me appeared Richard Benson, to me known to be the President of RBC enterprises Holdings Inc, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Richard Benson acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

Notary Public Nanthini K. Yeary

My commission expires: October 16th, 27

NANTHINI K YEARY
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: Oct. 16, 2027
Commission # 15999886

Property Locations: Undeveloped Land at the SE corner of Adobe Lane and S. Black Cat Road

See attached legal descriptions.

Reasoning Statement for Rezone:

This property is being simultaneously being annexed into the City limits. According to current City of Joplin zoning ordinances, the property will be annexed into the City as R1. To match the south adjacent property as a multi-family development, we are requesting to rezone to R3 to build apartments.

We are requesting annexation and rezone to R3 in order to provide 120 new units (eighty (80) 1-bedroom units and forty (40) 2 bedroom units) located within 10 new structures.

No adverse impacts to the exiting traffic patterns or surrounding roadway network.

The proposed development will connect into an existing multi-family development to the south thus allowing a secondary access for fire and emergency response personnel.

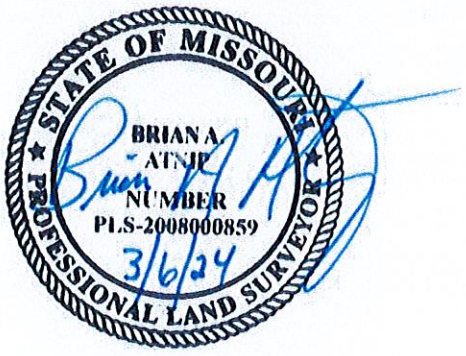
MJ SURVEYING, LLC.

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

DESCRIPTION

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), THENCE S87°57'40"E A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTRY CLUB ROAD SAID POINT BEING THE POINT OF BEGINNING;
THENCE CONTINUING S87°57'40"E A DISTANCE OF 628.65 FEET;
THENCE S02°03'29"W A DISTANCE OF 330.00 FEET;
THENCE N87°57'40"W A DISTANCE OF 628.15 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE;
THENCE N01°58'20"E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.8 ACRES MORE OR LESS



W 27TH ST
W 27TH PL
28TH ST
W 28TH PL
W 29TH ST
W 30TH ST
W 31ST ST
W 32ND ST
S HEARTLAND AVE
S JENNIFER AVE
S COUNTRY CLUB DR
S CALLAWAY DR
DAY RD
S WATERVIEW LN
S CRANE DR
OLD ORCHARD

MJ SURVEYING, LLC.

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

ALL OF THE NORTH HALF (N1/2) OF THE FOLLOWING DESCRIBED TRACT:
ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
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CONTAINING 3.7 ACRES MORE OR LESS.




W 27TH ST
W 27TH PL
28TH ST
W 28TH PL
W 29TH ST
W 30TH ST
W 31ST ST
W 32ND ST
S HEARTLAND AVE
S JENNIFER AVE
S COUNTRY CLUB DR
S WATERVIEW LN
S CALLAWAY DR
DAY RD
S CRANE DR
OLD ORCHARD

Case 015-24: Rezoning

SW Corner of W Adobe Ln and S Country Club Dr-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Multi-Family Residential)-RBC Holdings

Mr. Tyler Bellairs, City of Joplin Planner, stated the applicant withdrew case and the P & Z staff recommended the case be stricken.

Mr. Kimble asked if there were any questions from the Commission on Case 015-24.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 015-24.

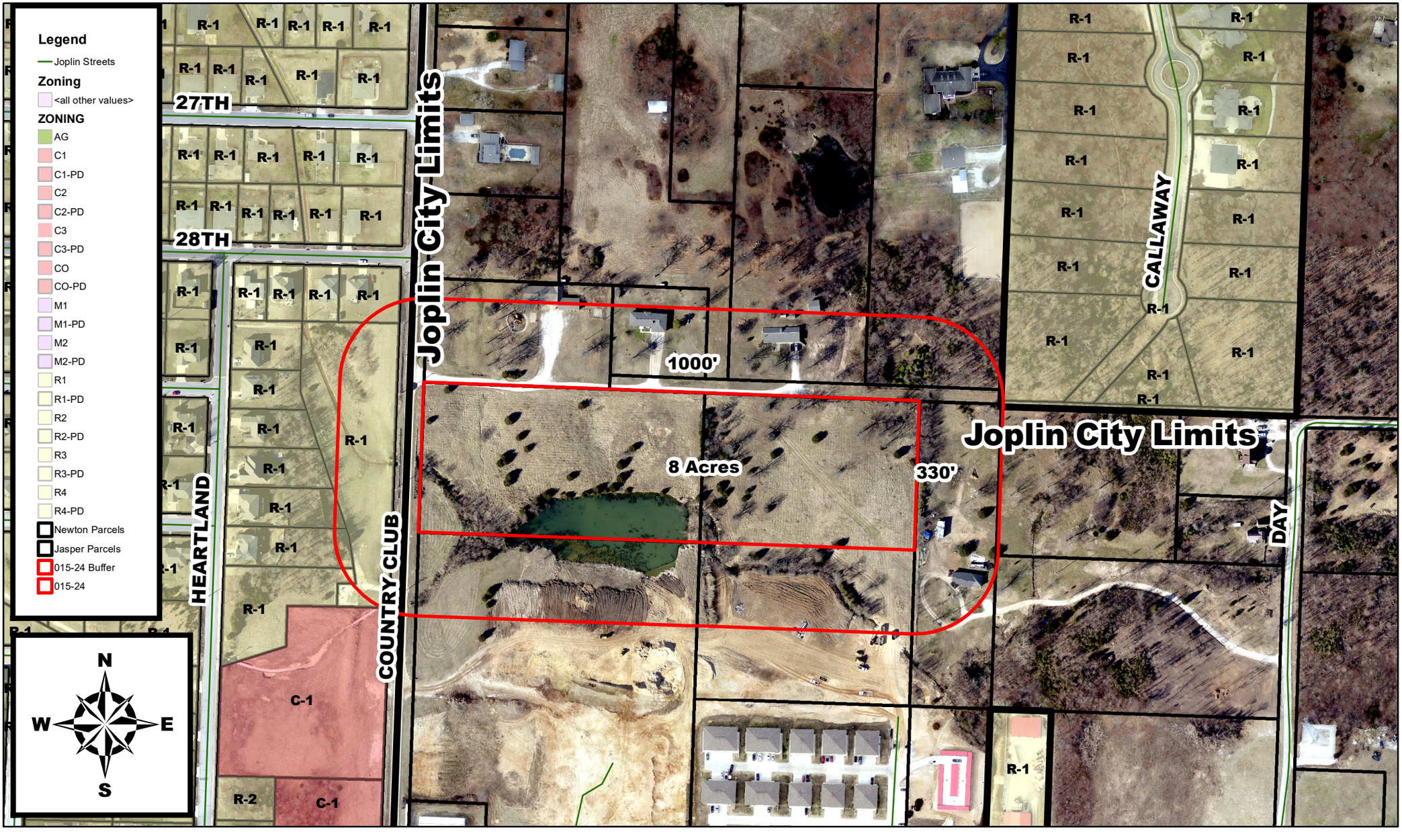
There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 015-24.

There were none.

MR. LANDIS MOVED THAT CASE 015-24 BE STRICKEN. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAY, 1 ABSENT)

Case 015-24: Rezoning



0 90 180 360 540 720 Feet

SW Corner of W Adobe Ln and S Country Club Dr – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Multi-Family Residential) – RBC Holdings

P & Z Case 015-24
RBC Holdings
(P & Z Recommended to Strike)

COUNCIL BILL NO. 2024-270 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 R-1 (Single-Family Residential) and include in District R-3 (Multi-Family Residential) property as described below and located at the SW Corner of W Adobe Ln and S Country Club Dr.

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

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

ALL THAT PART OF THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼), THENCE S87°57'40"E A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTRY CLUB ROAD SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING S87°57'40"E A DISTANCE OF 628.65 FEET; THENCE S02°03'29"W A DISTANCE OF 330.00 FEET; THENCE N87°57'40"W A DISTANCE OF 628.15 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE N01°58'20"E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4.8 ACRES MORE OR LESS.

ALL OF THE NORTH HALF (N1/2) OF THE FOLLOWING DESCRIBED TRACT: ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE S87°57'40"E A DISTANCE OF 653.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°57'40"E A DISTANCE OF 482.65 FEET; THENCE S02°02'15"W A DISTANCE OF 665.64 FEET; THENCE N88°02'18"W A DISTANCE OF 482.89 FEET; THENCE N02°03'29"E A DISTANCE OF 666.29 FEET TO THE POINT OF BEGINNING. CONTAINING 3.7 ACRES MORE OR LESS.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-269 – Rezoning

MEETING DATE:
June 3, 2024

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 016-24: 3105 S Wisconsin Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Steve Williams Trust

BACKGROUND:
The owner, Steve Williams Trust, would like to develop and indoor pickleball court for senior residents at this location. The first step is requesting to rezone so that the low intensive recreation and entertainment use is permitted.

While the Future Land Use Map identifies the property as low-density residential, site conditions make the proposed change in zoning compatible with the Comprehensive Plan. The property is now vacant and collects much of the traffic from 32nd Street. The commercial uses to the South are existing and were not developed to the City's current standards. These designs standards stress integration into residential neighborhoods, through site design aspects like landscaping, building design and materials, and buffering conflicting uses.

The change in use will mean that any new development of the property will have to follow the new zoning code. The building, site, landscaping and conflicting uses will be required to be designed in a manner that provides a better transition between the conflicting uses than what is there now. There is also C-1 zoned property directly across the street (Wisconsin) from this site. This makes the request compatible with the surrounding pattern of development.

The existing commercial uses South of this location do not integrate well with low-density residential. Being as close as it is to 32nd Street, it is not the ideal location for a new single-family home. C-1 can be used to allow for a mix of housing types, and low intensive commercial activity.

PLANNING & ZONING COMMISSION TESTIMONY:
Steve Williams and Sally Robinson represented the case. They stated the house has already been demolished. Commission asked about the future use. Ms. Robinson stated they would like to build a 4-court indoor, 24-7 pickleball court.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends Approval for Council Bill 2024-269
Planning & Zoning Commission recommends Approval Case 016-24 (5 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: May 13, 2024
City Council Meeting: June 3, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 016-24 A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial)

LOCATION 3105 S Wisconsin Ave

APPLICANT Steve Williams Trust

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 0.6 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	C-2 PD	C-1
Land Use	Single-Family Home	Single-Family Home	Multi-tenant commercial building	Multi-tenant commercial building

FUTURE LAND USE

The property is identified as Low Density Residential on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Wisconsin Ave	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?

While the Future Land Use Map identifies the property as low-density residential, site conditions make the proposed change in zoning compatible with the Comprehensive Plan. The property is now vacant and collects much of the traffic from 32nd Street. The commercial uses to the South are existing and were not developed to the City's current standards. These designs standards stress integration into residential neighborhoods, through site design aspects like landscaping, building design, and buffering. As a new development under our current code, this site can be developed to create the desired compatibility between bordering residential/commercial uses.

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

The existing commercial uses South of this location do not integrate well with low-density residential. Being as close as it is to 32nd Street, it is not the ideal location for a new single-family home. C-1 can be used to allow for a mix of housing types, and low intensive commercial activity.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in use will mean that any new development of the property will have to follow the new zoning code. The building, site, landscaping and conflicting uses will be required to be designed in a manner that provides a better transition between the conflicting uses than what is there now. There is also C-1 directly across the street (Wisconsin) from this property.

DISCUSSION

The owner, Steve Williams Trust, would like to develop and indoor pickleball court for senior residents at this location. The first step is requesting to rezone so that the low intensive recreation and entertainment use is permitted.

Staff recommends approval of Case 016-24.

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.: ~~24011~~ ~~2016~~ - 24
Filing Fee: ~~$550.00~~ 600-
Received: 3/5/24
Date Advertised:
Proj. No.: ~~052-24~~ 24 - 062
Public Hearing Date: ~~5/13/24~~

Applicant: H. Steve Williams Phone No.: 417-540-2800
Address: 2601 Wisconsin Ave Email: HsteveW58@gmail.com
Owner: H. Steve Williams Trust Phone No.: _____
Address: ~~3105 Wisconsin~~ Email: _____
Location of Property: 3105 Wisconsin
Present Use of Property: partial parking
Proposed Use of Property: Pickleball facility & parking
Current Zoning: R1 Requested Zoning: C-1

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Strip mall	C2
South	residential	R1
East	residential	R1
West	strip mall & residential	½ C1 & R1

Character of the Neighborhood: _____

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: Because the use is not for residential houses.

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: Wisconsin

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:

Double lot back with no alley.

_____

_____

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

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

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

Signature: _____ **Date:** 3/5/24

Case 016-24

3105 S Wisconsin Ave-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial)-Steve Williams Trust

H. Steven Williams, 2601 Wisconsin Ave, Joplin stated he was the owner of the property and had requested to rezone.

Mr. Kimble asked if there were any questions from the Commission on Case 016-24.

Ms. Phillips asked if the house had already been torn down.

Ms. Sally Robinson stated yes.

Mr. Kimble asked if there were any further questions from the Commission on Case 016-24.

Mr. Landis asked the applicant if there were future projections for the property.

Ms. Sally Robinson, 2430 N. Indiana Ave, Joplin stated she wanted to do a 4-court indoor pickleball. She said no one has a 24-7 pickleball court.

Mr. Kimble asked if there were any further questions from the Commission on Case 016-24.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 016-24.

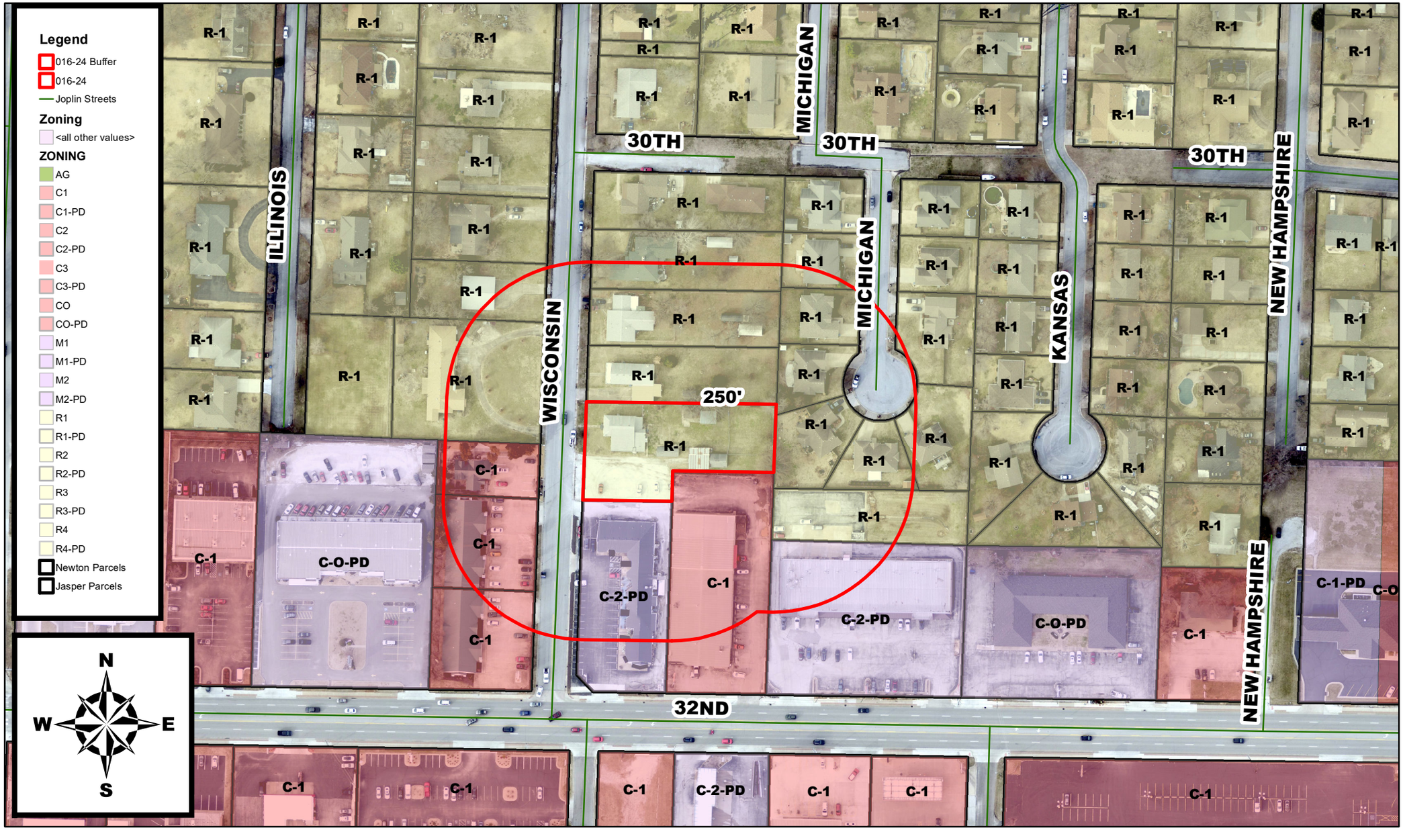
There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 016-24.

There were none.

MR. LANDIS MOVED THAT CASE 016-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAY, 1 ABSENT)

Case 016-24: Rezoning



3105 Wisconsin Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Steve Williams Trust

0 55 110 220 330 440
Feet

P & Z Case 016-24
Steve Williams Trust
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-269 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and located at 3105 Wisconsin Ave.

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 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.

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_____, 2024, by a vote of _____.

_____

Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-268 – Rezoning

MEETING DATE:
June 3, 2024

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 018-24: 108 N St Louis Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial) – Blackstone Gastropub

BACKGROUND:
Blackstone Gastropub wants to expand their site by demolishing the house at this location and creating an outdoor seating/game area for their diners. The request is compatible with the pattern of development, but the property is not zoned for the use.

While the Future Land Use Map identifies the property as low-density residential, site conditions make the proposed change in zoning compatible with the Comprehensive Plan. There is existing C-3 on this block and most of the SE block at the intersection of Broadway and St Louis Ave. This site lies at the intersection of St Louis and Broadway, which are both arterial streets. C-3 is the prime zoning district in areas with high commercial traffic that require more visibility than land along local or collector streets.

Being surrounded on all sides of the block by commercial activity, the highest and best use of the property is commercial. R-1 is not the best use for this property when it is so close to St Louis and Broadway.

PLANNING & ZONING COMMISSION TESTIMONY:
Damion Tiregol explained the scope of their project. They want to turn the lot being rezoned into an outdoor activity/dining area for Blackstone Gastropub. He stated they would not have any additional parking.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends Approval for Council Bill 2024-268
Planning & Zoning Commission recommends Approval Case 018-24 (5 in Favor, 0 Opposed, 1 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 018-24 A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial)

LOCATION 108 N St Louis Ave

APPLICANT Blackstone Gastropub

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-Family Home	Approximately 0.25 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	C-1	C-3	R-1
Land Use	Single-Family Home	Vacant	Restaurant	Legally non-conforming commercial parking

FUTURE LAND USE

The property is identified as Low Density Residential on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N St Louis Ave	Arterial	60′
Hill St	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?

While the Future Land Use Map identifies the property as low-density residential, site conditions make the proposed change in zoning compatible with the Comprehensive Plan. There is existing C-3 on this block and most of the SE block at the intersection of Broadway and St Louis Ave. This site lies at the intersection of St Louis and Broadway, which are both arterial streets. C-3 is the prime zoning district in areas with high commercial traffic that require more visibility than land along local or collector streets.

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

Being surrounded on all sides of the block by commercial activity, the highest and best use of the property is commercial. R-1 is not the best use for this property when it is so close to St Louis and Broadway.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This will not negatively affect nearby property. As mentioned before, the existing use for the rest of the block is commercial. This zoning district change will make this property more compatible with the surrounding area.

DISCUSSION

Blackstone Gastropub wants to expand their site by demolishing the house at this location and creating an outdoor seating/game area for their diners. The request is compatible with the pattern of development, but the property is not zoned for the use.

Staff recommends approval of Case 018-24.

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.: 018-24
Filing Fee: $600.00
Received: 4/2/24
Date Advertised:
Proj. No.: 24-070
Public Hearing Date: 5/13/24

Applicant: Blackstone gastropub Phone No.: 417 438 3814
Address: 1521 E Broadway Email: Damien.tiregol@gmail
Owner: Damien Tiregol Phone No.: 417 438 3814
Address: 48 Briar Wood Dr Email:
Location of Property: ~~1521 E~~ 108 n St Louis – 1060 n mckee
Present Use of Property: Res. Parking
Proposed Use of Property: Outdoor Seating for Blackstone
Current Zoning: R-1 Requested Zoning: C-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	C-3 ← R-1 TB	Single-Family Home
South	C-3	Restaurant
East	C-3 ← C-1 TB	Vacant
West	C-3 ← R-1 TB	Legally non-conforming Parking lot

Character of the Neighborhood: Arterial Intersection, Commercial activity TB

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 currently as Res.

Conformance with Comprehensive Plan:

Yes	No	
☒ TB	☐	Consistent with Development Policies?
☐	☒ TB	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: McKee / St Louis

Classification of Street(s):

Arterial ☒ TB Collector ☐ Local ☒ TB

Right-of-Way Width: 60' & 60' - TB

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:

See Attached

_____

_____

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

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

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

Signature: _____ **Date:** 4/1/24

We are looking to remove the current home that sits at 108 N St.Louis to make an outdoor seating/ recreation area for our customers at Blackstone Gastropub. We will have corn hole, horseshoes, and various out door activities along with a designated seating area to allow patrons to have food and drinks while enjoying the outside. This will not pose any traffic issues. This change will bring life to the corner and add fun family activities and a safe place to have a great time with friends and family.

Case 018-24

108 N St Louis-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District C-3 (Commercial)-Blackstone Gastropub

Damion Tiregol, 48 Briarwood Dr, stated they wanted to turn the lot behind the restaurant, Blackstone Gastropub, rezone it and open it up to outdoor activities, outdoor gazebo having people to be able to take food and drinks out back there, pickleball, possibly maybe some cornhole and horseshoes and other outside activities. They would like to clean up that area and make it nicer and look better for the business.

Mr. Kimble asked if there were any questions from the Commission on Case 018-24.

Ms. Warren asked if this was the lot where the home is located.

Mr. Tiregol stated correct.

Ms. Warren asked if he planned to tear the home down.

Mr. Tiregol stated they do.

Mr. Landis asked if they planned to add additional parking with this or no. Would this be expanded out.

Mr. Tiregol stated they would not add any additional parking to it, but they have a lot next door that has parking and the lot across the street from Blackstone they have that extra parking as well. But the entire lot would not be just for the outdoor space. Once the house is taken down and the trees are cleared there would be parking there as well as people having outdoor activities.

Mr. Kimble asked if there were any further questions from the Commission on Case 018-24.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 018-24.

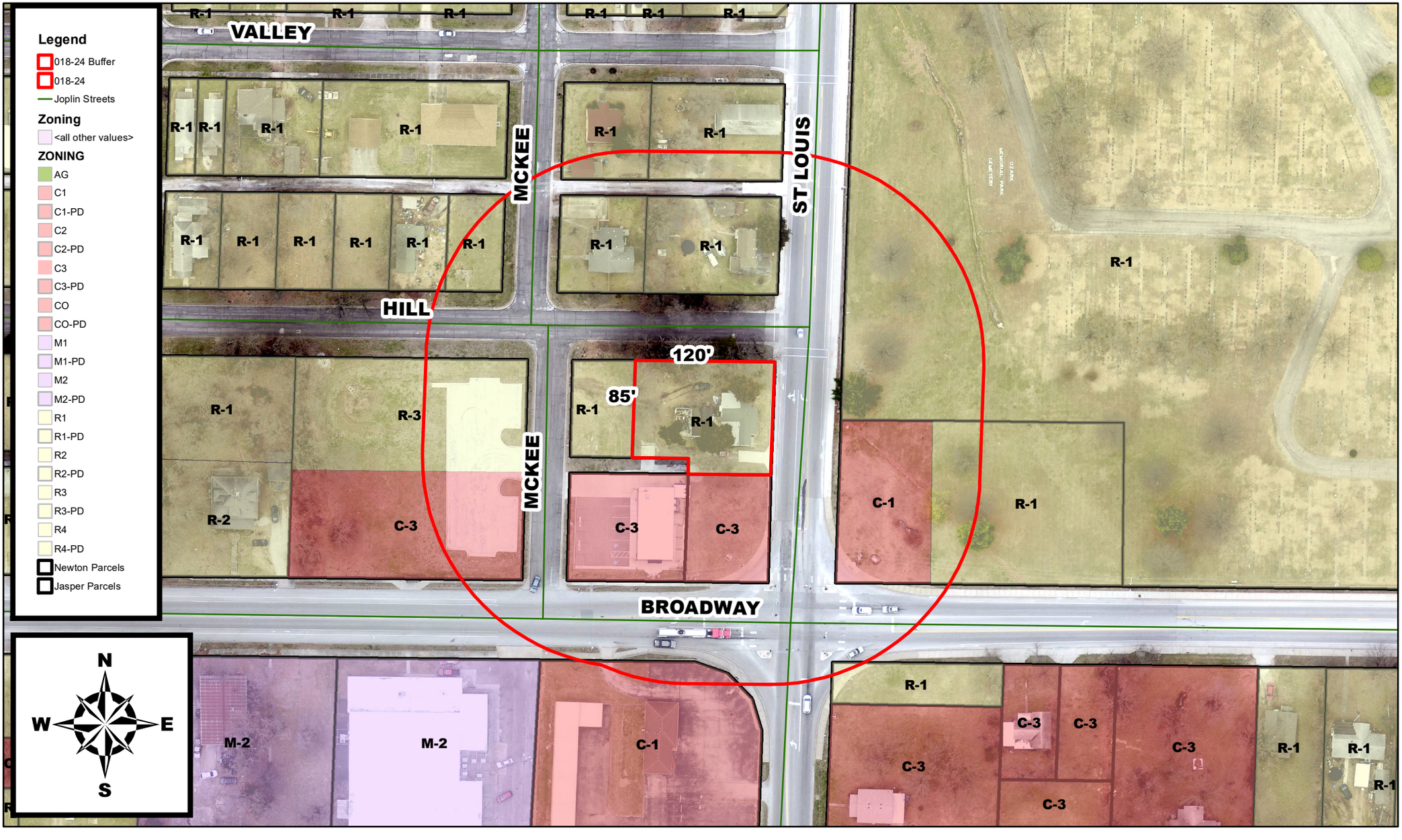
There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 018-24.

There were none.

MS. WARREN MOVED THAT CASE 018-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAY, 1 ABSENT)

Case 018-24: Rezoning



108 N St Louis – Rezoning – A request to rezoned from District R-1 (Single-Family Residential) to District C-3 (Commercial) – Blackstone Gastropub

P & Z Case 018-24
Blackstone Gastropub
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-268 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 District R-1 (Single-Family Residential) and include in District C-3 (Commercial) property as described below and located at 108 N St Louis Ave.

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-3 (Commercial).

ALL OF LOTS NUMBERED FOUR (4) AND FIVE (5) IN BLOCK 29 IN FIRST ADDITION TO EAST JOPLIN CITY, NOW A PART OF THE CITY OF JOPLIN, ALSO AN UNNUMBERED 20 FEET EAST OF LOT FOUR IN BLOCK 29 AND WEST OF ST. LOUIS AVENUE, ALSO A VACATED ALLEY ON THE SOUTH SIDE OF LOT FOUR (4), ALL OF SAID LOTS BEING IN BLOCK 29 IN FIRST ADDITION TO EAST JOPLIN CITY, NOW A PART OF THE CITY OF JOPLIN, 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_____, 2024, by a vote of _____.

_____

Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-267 – Alley Vacation

MEETING DATE:
June 3, 2024

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 019-24: 108 N St Louis Ave – Alley Vacation – A request to vacate alley right-of-way – Blackstone Gastropub

BACKGROUND:
The owner of parcels North and South of this section of alleyway would like to develop this all as one contiguous property. Part of the alley was already vacated. The City owns one parcel at the corner of Broadway and St Louis. This is only a vacation of the right-of-way. The owner is aware that no permanent structure may be placed here. They would like to install a walkway between the two locations that would allow for them to serve both their indoor clientele, while giving their diners and option for outdoor seating/activity.

There are existing utilities in the right-of-way. There is a sanitary sewer main running East to West through this alley. Utility easements are to remain, this is only a vacation of right-of-way.

No comment was provided from the utility companies. All easements will remain.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Tiregol represented the case. Mr. Bellairs stated that this was only a right-of-way vacation, not a utility easement vacation. Easements would remain, and the applicant would not be able to place a permanent structure in the alley. They could pour concrete and they could do semi-permanent things in the ally, like a fence, but they could not place buildings in the space. Mr. Tiregol stated there would be an entrance off of McKee.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends Approval of Council Bill 2024-267
Planning & Zoning Commission recommends Approval of Case 019-24 (5 in Favor, 0 Opposed, 1 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 019-24 A request to vacate alley right-of-way.

APPLICANT Blackstone Gastropub

REPRESENTATIVE Damien Tiregol

LOCATION 108 N St Louis Ave

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley	Approximately 15′X180′

REASON FOR VACATION

The owner of parcels North and South of this section of alleyway would like to develop this all as one contiguous property. Part of the alley was already vacated. The City owns one parcel at the corner of Broadway and St Louis. This is only a vacation of the right-of-way. The owner is aware that no permanent structure may be placed here.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are existing utilities in the right-of-way. There is a sanitary sewer main running East to West through this alley. Utility easements are to remain, this is only a vacation of right-of-way.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No comment was provided from the utility companies. All easements will remain.

DISCUSSION

Blackstone Gastropub would like to develop an outdoor space for their diners at 108 N St Louis. The alley that runs between this house and their restaurant connects their site. They would like to install a walkway between the two locations that would allow for them to serve both their indoor clientele, while giving their diners and option for outdoor seating/activity.

Staff recommends approval of Case 019-24.

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.: 019-24
Filing Fee: $600.00
Received: 4/3/24
Date Advertised: _____
Proj. No.: 24-071
Public Hearing Date: 5/13/24

Applicant: Blackstone gastropub Phone No.: 417-556-0005
Address: 1521 E Broadway Email: Damientregal@gmail
Owner: Damien Tiregal Phone No.: 4174383814
Address: 48 Briarwood DR Email: _____
Location of Street or Easement: 1521 E Broadway
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,

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: _____
Phone: _____
Email: _____

Be it known that _____, *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:* The alley way between 1521 E Broadway and 108 n stlouis

Located at: 1521 E Broadway, Jpln, mo

For the following purpose: Revitalization

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.

_____ 4/11/24
Authorized Representative Date

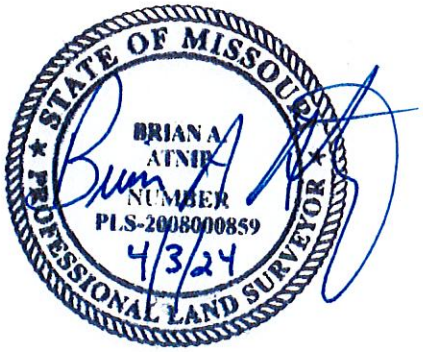
_____
Name of Utility

MJ SURVEYING, LLC.

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

PROPOSED ALLEY VACATION

ALL THAT PART OF A FIFTEEN FOOT (15') ALLEY LYING ADJACENT TO LOTS ONE (1), TWO (2) AND THREE (3) ON THE SOUTH AND LYING ADJACENT TO LOTS FOUR (4), FIVE (5) AND SIX (6) ON THE NORTH IN BLOCK TWENTY-NINE (29) IN FIRST ADDITION TO EAST JOPLIN CITY, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.





Date: 4/3/2024

1 " = 47 '

0 0.00425 0.0085 0.017 mi

N

Joplin City Limits

Addresses

Jasper Parcels

Newton Parcels

Joplin Streets

Red: Band_1

Green: Band_2

Blue: Band_3

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.

Case 019-24

108 N St Louis-Alley Vacation-A request to vacate alley right-of-way-Blackstone Gastropub

Damion Tiregol, 48 Briarwood Dr, stated this goes along with the previous project. They would like the alley vacated so they could have the entire property there.

Mr. Bellairs added that this was only a right-of-way vacation and not a utility easement vacation so the utility easement would remain, and the applicant was aware there could be no placement of permanent structure. They could pour concrete and they could do semi-permanent things in the alley that could be vacated but they could not place buildings in that space.

Mr. Kimble asked if there were any questions from the Commission on Case 019-24.

Ms. Phillips asked if there would be another entrance on St. Louis.

Mr. Tiregol stated on St. Louis, no there would not be another entrance. There was a retaining wall there that has steps that lead up to it. There would not be another store front.

Mr. Kimble stated he assumed there would be another entrance at some point from McKee and Hill.

Mr. Tiregol said from the McKee side they would have an entrance.

Mr. Kimble asked if there were any further questions from the Commission on Case 019-24.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 019-24.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 019-24.

There were none.

MS. WARREN MOVED THAT CASE 019-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAY, 1 ABSENT)

Case 019-24: Alley Vacation



108 N St Louis – Alley Vacation – A request to vacate alley right-of-way – Blackstone Gastropub

P & Z Case 019-24
Blackstone Gastropub
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-267 ORDINANCE NO.

AN ORDINANCE providing to vacate an alley way, lying near property described as 108 N St Louis Ave, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of part of an alley lying near property described as 108 N St Louis Ave, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

ALL THAT PART OF A FIFTEEN FOOT (15') ALLEY LYING ADJACENT TO LOTS ONE (1), TWO (2) AND THREE (3) ON THE SOUTH AND LYING ADJACENT TO LOTS FOUR (4), FIVE (5) AND SIX (6) ON THE NORTH IN BLOCK TWENTY-NINE (29) IN FIRST ADDITION TO EAST JOPLIN CITY, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-265 – Rezoning

MEETING DATE:
June 3, 2024

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 020-24: SW of the intersection of S McCoy Ave and W 23rd St – Rezoning – A request to rezone from District R-1 (Single-Family Residential to District R-2 (Two-Family Residential) – Joel Standeford

BACKGROUND:
Joel Standeford would like to build four duplexes at this location. He is requesting and R-2 zoning district to permit the proposed development.

With existing multi-family housing North and South of this land, duplexes or apartments are the highest and best use of the property. The single-family housing that is existing on this block is isolated and does not integrate well with the surrounding uses.

The Future Land Use Map identifies this neighborhood as High Density Residential. The requested zoning district is compatible. The surrounding pattern of development is more intensive, being R-3. High Density Residential neighborhoods are designated for a variety of housing types, which can include single-family housing, duplexes, and apartments.

PLANNING & ZONING COMMISSION TESTIMONY:
Joel Standeford, the owner, represented the case. He explained to the Commission that he would like to construct four duplexes at this location. Commissioner Landis asked if the duplexes would front each other or the street. Mr. Standeford replied that the duplexes would face each other, which would be accessed off a single driveway from 23rd Street.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends Approval for Council Bill 2024-265
Planning & Zoning Commission recommends Approval Case 020-24 (5 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: May 13, 2024
City Council Meeting: June 3, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 020-24 A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential)

LOCATION SW of the Intersection of S McCoy Ave and W 23rd St

APPLICANT Joel Standeford

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 0.85 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	R-1	R-1/R-3	R-1
Land Use	Apartments	Single Family Home	Single-Family Home/Apartments	Single Family Home

FUTURE LAND USE

The property is identified as High Density Residential on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 23rd St	Local	50′

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?

Yes, the Future Land Use Map identifies this neighborhood as High Density Residential. The requested zoning district is compatible. The surrounding pattern of development is more intensive, being R-3. High Density Residential neighborhoods are designated for a variety of housing types, which can include single-family housing, duplexes, and apartments.

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

With existing multi-family housing North and South of this land, duplexes or apartments are the highest and best use of the property. The single-family housing that is existing on this block is isolated and does not integrate well with the surrounding uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

There is multi-family housing all around this site. The request for R-2 will not have any negative impact on the surrounding areas.

DISCUSSION

Joel Standeford would like to build four duplexes at this location. He is requesting and R-2 zoning district to permit the proposed development.

Staff recommends approval of Case 020-24.

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.: 080-24
Filing Fee: $600.00
Received: 4/3/24
Date Advertised:
Proj. No.: 24-073
Public Hearing Date: 5/13/24

Applicant: JOEL STANDEFORD Phone No.: 417-438-6081

Address: 423 E. 4TH ST. SUITE #1 JOPLIN MO 64801 Email: joelstandeford24@gmail.com

Owner: JOEL STANDEFORD Phone No.: 417-438-6081

Address: " Email: "

Location of Property: 23rd + Cunningham / East of Cunningham, west of McCoy

Present Use of Property: VACANT LAND

Proposed Use of Property: 4 DUPLEXES

Current Zoning: R1 Requested Zoning: R3

Surrounding Land Use and Zoning: Spoke w/ Joel - 4/19 → R-2

	Land Use	Zoning
North	APARTMENTS	R3
South	DUPLEXES	R3
East	HOUSE	R1
West	HOUSE	R1

Character of the Neighborhood: HIGH DENSITY RESIDENTIAL AREA

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: DOESN'T ADD VALUE TO AREA AS R1. WITH LAND COSTS UP, DUPLEXES PROVIDE ADDITIONAL HOUSING FOR COMMUNITY AT MORE AFFORDABLE RATES

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: 23rd St.

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 50' TB

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

See Attached

_____

_____

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

Yes	No	
☒	☐	Completed and signed application.
☒ TB	☐	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: _____ **Date:** 4-3-24

Clean Cut
construction
JOPLIN,MISSOURI
417.438.6081

Joel Standeford / Owner
423 E. 4th St. Suite #1 / Joplin MO 64801

The current use of the land is vacant property. There is a single family dwelling to the west and east. A duplex community to the south, apartments to the north, a quad plex to the northwest and duplexes to the southwest.

With a growing need of additional affordable housing in the area, 4 duplexes on this property would provide just that. This re zoning would provide 8 residents housing at the 1000 dollar level which is in short supply.

Traffic in the area would remain steady and not change much. This change and development would clean the area up from currently overgrowth and normal lot deterioration.

The city's immediate impact would be in tax revenue followed by a cleaner looking area for all those around.

Sincerely,

Joel Standeford
Owner / 417.438.6081

Case 020-24

Property located SW of the intersection of S McCoy Ave and W 23rd St-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential)-Joel Standeford

Joel Standeford, 423 E. 4th St., Joplin stated he was trying to rezone this property to build four duplexes on it. He was trying to supply the City with more moderately affordable housing. He would build four duplexes that would be two bedroom and two bath with one car garages.

Mr. Kimble asked if there were any questions from the Commission on Case 020-24.

Mr. Landis asked if access to these would come off 23rd street.

Mr. Standeford stated that there would be a common road that would come into it and "T" off 23rd street. They would back into that to leave and turn on 23rd street.

Mr. Kimble said so he can assume they would face 23rd street or are they going to face each other.

Mr. Standeford stated the buildings would face each other with a common street coming down from 23rd street.

Mr. Kimble asked if there were any further questions from the Commission on Case 020-24.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 020-24.

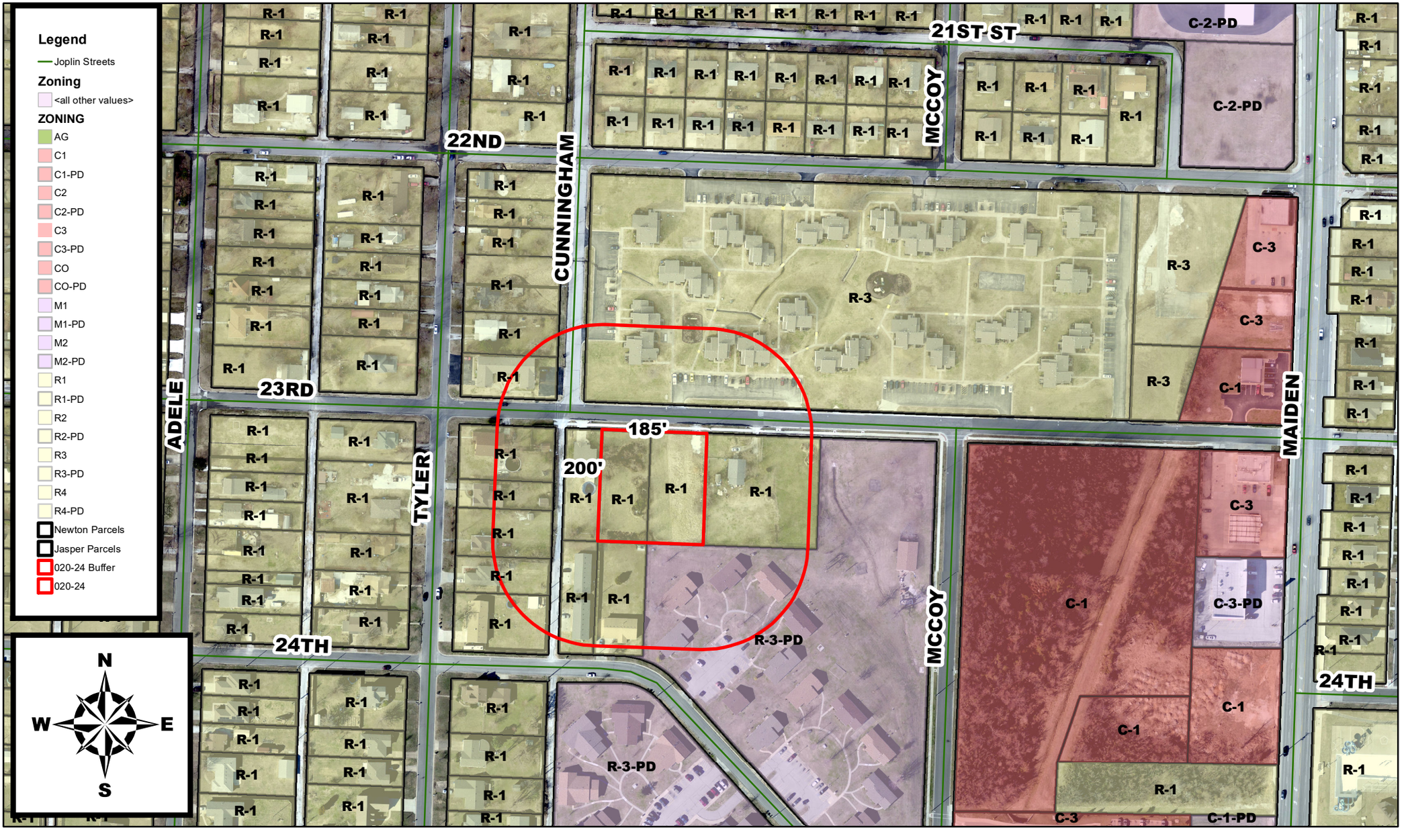
There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 020-24.

There were none.

MS. PHILLIPS MOVED THAT CASE 020-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAY, 1 ABSENT)

Case 020-24: Rezoning



Property located SW of the intersection of S McCoy Ave and W 23rd St
- Rezoning - A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) - Joel Standeford

P & Z Case 020-24
Joel Standeford
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-265 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-2 (Two-Family Residential) property as described below and located at the SW corner of S McCoy Ave and W 23rd St.

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

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

ALL OF A TRACT DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 150 FEET EAST AND 25 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, THENCE SOUTH 200 FEET, THENCE EAST 100 FEET, THENCE NORTH 200 FEET, THENCE WEST 100 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED FOURTEEN (14) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; AND, ALL OF THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THENCE NORTH 88 DEGREES 36 MINUTES 54 SECONDS EAST ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 150.0 FEET, THENCE SOUTH 2.30 FEET TO THE SOUTH LINE OF 23RD STREET AND THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 57 MINUTES 43 SECONDS EAST ALONG THE SOUTH LINE OF 23RD STREET, 100.0 FEET, THENCE SOUTH 20.35 FEET TO A POINT BEING 25.0 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THENCE SOUTH 88 DEGREES 36 MINUTES 54 SECONDS WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 100.0 FEET, THENCE NORTH 22.70 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED FOURTEEN (14) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; EXCEPT ALL OF THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 27, RANGE 33 IN THE

CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, THENCE SOUTH ALONG THE WEST LINE OF THE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 198.77 FEET, THENCE NORTH 89 DEGREES 57 MINUTES 43 SECONDS EAST PARALLEL TO THE SOUTH LINE OF 23RD STREET, 150.0 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 57 MINUTES 43 SECONDS EAST PARALLEL TO THE SOUTH LINE OF 23RD STREET, 100 FEET, THENCE SOUTH 20.35 FEET TO A POINT BEING 225.0 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THENCE SOUTH 88 DEGREES 36 MINUTES 54 SECONDS WEST PARALLEL TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, 100.00 FEET, THENCE NORTH 22.70 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED FOURTEEN (14) IN SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; AND EXCEPT ANY PART TAKEN OR DEEDED FOR WEST 23RD STREET.

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_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-266 – Rezoning

MEETING DATE:
June 3, 2024

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 021-24: 302 S McKinley Ave – Rezoning – A request to rezone from M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) – SCJ Construction

BACKGROUND:
The applicant, SCJ Construction, would like to build a second single-family home on the property. Currently, there are 2 lots that front 3rd St, but the existing house was constructed fronting McKinley. They would like to replat these lots to face McKinley, so that they may build a second single-family home. The existing house is legally non-conforming. They need to remove the lot from heavy industrial zoning before the applicant/owner can build. The existing density of the lots are 6000 square feet. They are allowed in the existing R-1 neighborhood because they were already platted. To plat new lots at the same density, the lots need to be zoned R-2.

This neighborhood is a mix of R-1 and R-2 zoning districts. There is some R-2 in the block NW of this site. The single-family homes that are here are 50-foot-wide lots. R-2 is consistent with the lots that are zoned R-1, in terms of density. The neighborhood is all low-density residential. Industrial uses are not compatible with the surrounding area. The Joplin Development Code identifies R-2 as a compatible district with low-density residential.

PLANNING & ZONING COMMISSION TESTIMONY:
Tyler Bellairs informed the Commission that the applicant would not be present tonight. Mr. Bellairs stated there was an issue with how the legal was advertised in the Joplin Globe. He explained that the Ordinance must be written using the legal description that was advertised in the paper. Since this was not accurately described, the City would need to readvertise the case for the next month's Commission meeting. Mr. Kimble asked if the applicant would need to reapply. Mr. Bellairs explained that they would not, that we would just recycle the application materials and

case number, and that the applicant would not be required to provide any additional information. Mr. Bellairs stated that staff recommends the Commission strike this case from the agenda.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends striking Council Bill 2024-266
Planning & Zoning Commission recommends striking Case 021-24 (5 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: May 13, 2024
City Council Meeting: June 3, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 021-24 A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential)

LOCATION 302 S McKinley Ave

APPLICANT SCJ Construction

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Single Family Home	Approximately 0.3 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	M-1	M-2
Land Use	Single-Family Home	Church	Community Garden	Vacant Industrial Building

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S McKinley Ave	Local	55′
W 3rd St	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?

Yes, everything around the property is future Low-Density Residential. The Future Land Use Map only identifies the area as Industrial because that is the existing zoning district. This is a left-over pocket of Industrial zoned property before modern Industrial Parks.

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

The neighborhood is all low-density residential. Industrial uses are not compatible with the surrounding area.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This neighborhood is a mix of R-1 and R-2 zoning districts. There is some R-2 in the block NW of this site. The single-family homes that are here are 50-foot-wide lots. R-2 is consistent with the lots that are zoned R-1, in terms of density.

DISCUSSION

The applicant, SCJ Construction, would like to build a second single-family home on the property. Currently, there are 2 lots that front 3rd St, but the existing house was constructed fronting McKinley. They would like to replat these lots to face McKinley, so that they may build a second single-family home. The existing house is legally non-conforming. They need to remove the lot from heavy industrial zoning before the applicant/owner can build. The existing density of the lots are 6000 square feet. They are allowed in the existing R-1 neighborhood because they were already platted. To plat new lots at the same density, the lots need to be zoned R-2.

Staff recommends approval of Case 021-24.

ENCLOSURES

- Map of property
- Application

Rezoning Application

JOPLIN
MISSOURI

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.: 021-24
Filing Fee: $600.00
Received: 4/4/24
Date Advertised:
Proj. No.: 24-074
Public Hearing Date: 5/13/24

Applicant: SCJ CONSTRUCTION Phone No.: 4175639788

Address: 302 S McKINLEY Email: evan.scjconstruction@gmail.com

Owner: SCJ CONSTRUCTION Phone No.: 417 653 9788

Address: 1927 BIRD AVE JOPLIN Email: evan.scjconstruction@gmail.com

Location of Property: JOPLIN

Present Use of Property: RESIDENTIAL

Proposed Use of Property: RESIDENTIAL

Current Zoning: M2 Requested Zoning: R2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	RT	R1
South		M1
East		M2 R1
West		RT M2

Character of the Neighborhood: SNGLE FAMILY & 2 FAMILY RESIDENTIAL

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

Additional Platting Comments: NO

Unique Characteristic of Property and/or Additional Comment:

NO

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

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

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

Signature: _____ **Date:** _____

CURRENTLY USING AS RESIDENTIAL AND WE WOULD LIKE TO ADD ANOTHER HOME ON THE FUTURE ADJACENT LOT.

7012

Warranty Deed

BOOK 1392 PAGE 0423

P/R

Filed for Record on June 4, 1991, at 8:43 o'clock A M. in Jasper County, Mo.
Document No. ____ recorded in Book ____, Page ____
Edie Swingle
Recorder of Deeds
By: Nancy L. Brutsinger Deputy

THIS DEED, Made and entered into this 31st day of May, 19 91, by and between

Cleo Alvin Pugh and Patricia Kay Pugh, husband and wife

party or parties of the first part, of Jasper County, State of Missouri, grantor(s), and

David M. Ramsey and Cynthia J. Ramsey, husband and wife

party or parties of the second part, of Jasper County, State of Missouri, grantee(s).
Grantee's mailing address is 302 McKinley, Joplin, Missouri 64801

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

ALL OF LOTS NUMBERED ONE (1) AND TWO (2) IN W.M. LECKIE'S SUB-DIVISION OF LOTS 22, 26, 27, 38, 39, 42 AND 43 IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI AND VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS NUMBERED ONE (1) AND TWO (2)

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto the said party or parties of the second part forever, the said party or parties of the first part covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record if any, and zoning laws.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

WITNESS

Cleo Alvin Pugh
Cleo Alvin Pugh
Patricia Kay Pugh
Patricia Kay Pugh

STATE OF MISSOURI } ss.
COUNTY OF Jasper }

On this 31st day of May, 19 91

before me personally appeared Cleo Alvin Pugh and Patricia Kay Pugh, husband and wife to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My term expires the 7th day of April, 19 94.

Signature Shirley K Webb

(SEAL)

Type or Print Shirley K Webb
Notary Public

STATE OF MISSOURI } ss.
COUNTY OF Jasper }

IN THE RECORDER'S OFFICE

I, Recorder of said County, do hereby certify that the within instrument of Writing was, at 8:43 o'clock A M. on the 4th day of June, 19 91, duly filed for record in this office, and has been recorded in Book 1392, Page 423.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Carthage, Missouri, on the day and year aforesaid.

(SEAL)

Edie Swingle
Recorder of Deeds

By Delanie Moyer
Deputy

50680 RV.3

Case 021-24

302 S McKinley-Rezoning-A request to rezone from M-2 (Heavy Industrial) to District R-2 (Two-Family Residential)-SCJ Construction

Mr. Tyler Bellairs, City of Joplin Planner, stated the applicant would not be present. There was a discrepancy with the legal description and advertising. P & Z staff recommended the case be stricken and the applicant had been notified. The property would be readvertised with the correct legal description next month and would be added to the agenda.

Mr. Kimble asked if there were any questions from the Commission on Case 021-24.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 021-24.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 021-24.

There were none.

MR. LANDIS MOVED THAT CASE 021-24 BE STRICKEN. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAY, 1 ABSENT)

Case 021-24: Rezoning



0 45 90 180 270 360 Feet

302 S McKinley – Rezoning – A request to rezone from M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) – SCJ Construction

P & Z Case 021-24
SCJ Construction
(P & Z Recommended to Strike)

COUNCIL BILL NO. 2024-266 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-2 (Two-Family Residential) property as described below and located at 302 S McKinley Ave.

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-2 (Two-Family Residential).

ALL OF LOTS NUMBERED ONE (1) IN W.M. LECKIE'S SUB-DIVISION OF LOTS 22, 26, 27, 38, 39, 42 AND 43 IN FOURTH STREET ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI AND VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS NUMBERED ONE (1) AND TWO (2).

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_____, 2024, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
RS2024-006 – Special Use Permit

MEETING DATE:
June 3, 2024

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 022-24: 407 N Schifferdecker Ave – Special Use Permit – A request for a Special Use Permit to operate a dog salon/kennel – Shelby and Nathan Janssen

BACKGROUND:
The applicant currently has an animal salon business at this location. This use is permitted in the C-1 District. However, they wish to expand the use to include indoor, overnight, commercial kenneling. This use is only allowed in a C-3 District through the granting of a special use permit.

The requested special use permit will allow them to operate an overnight kennel. They will be subject to all of the specific use standards for Kennels, which is located in Article 4 of the Joplin Development Code, under the Specific Use Standards.

PLANNING & ZONING COMMISSION TESTIMONY:
Shelby Janssen represented the case. She explained that they currently have a grooming salon but that they would like to build an addition and add boarding to their operation.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Planning & Zoning Commission recommends Approval of Case 022-24 (5 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: May 13, 2024
City Council Meeting: June 3, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Special Use Permit

CASE 022-24 A request for a Special Use Permit to operate a dog salon/kennel.

LOCATION 407 N Schifferdecker Ave

APPLICANT Shelby and Nathan Janssen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1 (Neighborhood Commercial)	Animal Care - Limited	Approximately .60 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2 PD	R-1	C-1	R-1
Land Use	Multi-tenant commercial building	Single-family home	Single-family home	Church

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N Schifferdecker Ave	Arterial	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. The applicant would like to expand their existing use and offer overnight, indoor, kenneling services to their clientele. This use is not permitted in C-1; however, it is allowed with a special use permit.

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

Yes, any outdoor areas where animals will be roaming/running will be effectively screened to provide sound disruption for the surrounding neighbors and to reduce any external stimuli that may excite the dogs being cared for.

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

Yes, as long as the specific use standards are followed for this operation (screening the dog run/outdoor dog area, making sure it is setback at least 50 feet from all residential buildings), then this use will be compatible with the neighborhood.

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

The existing building will remain. It is compatible with the requirements of the C-1 development standards. The applicant will either build an addition or a new detached building that will meet the design requirements for the C-1 district.

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.

Off-street parking will be provided at the rate required for the use. Because there is an addition, site improvements regarding landscaping will be required to make this site compliant with the new zoning code.

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

Utilities are presently in place. Detention will be either provided or the stormwater buyout option will be utilized in lieu of a detention pond.

DISCUSSION

The applicant currently has an animal salon business at this location. This use is permitted in the C-1 District. However, they wish to expand the use to include indoor, overnight, commercial kenneling. This use is only allowed in a C-3 District through the granting of a special use permit.

The requested special use permit will allow them to operate an overnight kennel. They will be subject to all of the specific use standards for Kennels, which is located in Article 4 of the Joplin Development Code, under the Specific Use Standards.

CONDITIONS

1. This Special Use Permit is issued to Shelby and Nathan Janssen for the operation of an overnight indoor dog kennel at 407 N Schifferdecker Ave.
2. The term of this permit shall be permanent.
3. Off-street parking shall be provided at the required rate according to Table 7-03 of the Joplin Development Code.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times (Specifically the Specific Use Standards for Kennels).
5. Any other conditions set by the City Council of Joplin.

ENCLOSURES

- Applicant Materials
- Map

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.: 022-24
Filing Fee: ~~$550.00~~ 600.00
Received: 4-4-24
Date Advertised: _____
Proj. No.: 24-075
Public Hearing Date: 5-13-24

Applicant: Shelby + Nathan Janssen Phone No.: 417-396-7914

Address: 2908 W 17th St/Joplin, MO 64801 Email: shelbyjoh7@gmail.com

Owner: same Phone No.: _____

Address: same Email: _____

Location of Property: 407 N. Schifferdecker

Present Use of Property: Dog Salon-grooming

Proposed Use of Property: Addition of facility for doggie daycare + boarding

Current Zoning: C1 Acreage: .61 acres

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Comm-(vacant)	M2-PD
South	Residential	C1
East	Residential	R1
West	Vacant	C1

Character of the Neighborhood: Mixture of residential + commercial

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: Daycare M-F 7AM-6PM / Boarding 24/7/365

Days of Operation: Daycare M-F / Boarding M-Su

Number of Off-street Parking Spaces: 6

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): _____

Number of Employees and/or Assistants: 2-4

Nature of Business: Doggie Daycare + Boarding

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: Shelby J. Jansen **Date:** 4/4/2024

Is deemed necessary for the public convenience at that location.

Boarding is frequently requested and offered at some grooming locations so it could be considered a convenience for my clientele and for a lot of Joplin residents who are currently utilizing out-of-town services.

Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.

Exterior privacy fencing 8' in height will be constructed on east side of property extending westward 25' on the north and south boundaries. 8' high, commercial grade chain link will be utilized elsewhere.

Is found to be generally compatible with the neighborhood in which it is proposed.

Pre-engineered metal building with code-compliant design will be constructed. This facility will enhance the aesthetics of this neighborhood.

Will comply with the height and area regulations of the district in which it is located unless specifically granted.

Will be in full compliance with any and all codes.

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.

Ample customer parking already exists on the property. Exterior privacy fencing 8' in height will be constructed on east side of property extending westward 25' on the north and south boundaries. 8' high, commercial grade chain link will be utilized elsewhere.

Adequate utility, drainage, and other such necessary facilities have been or will be provided.

Yes, will include any and all recommended features for compliance.

Should this Special Use Permit be valid only for a specific time period?

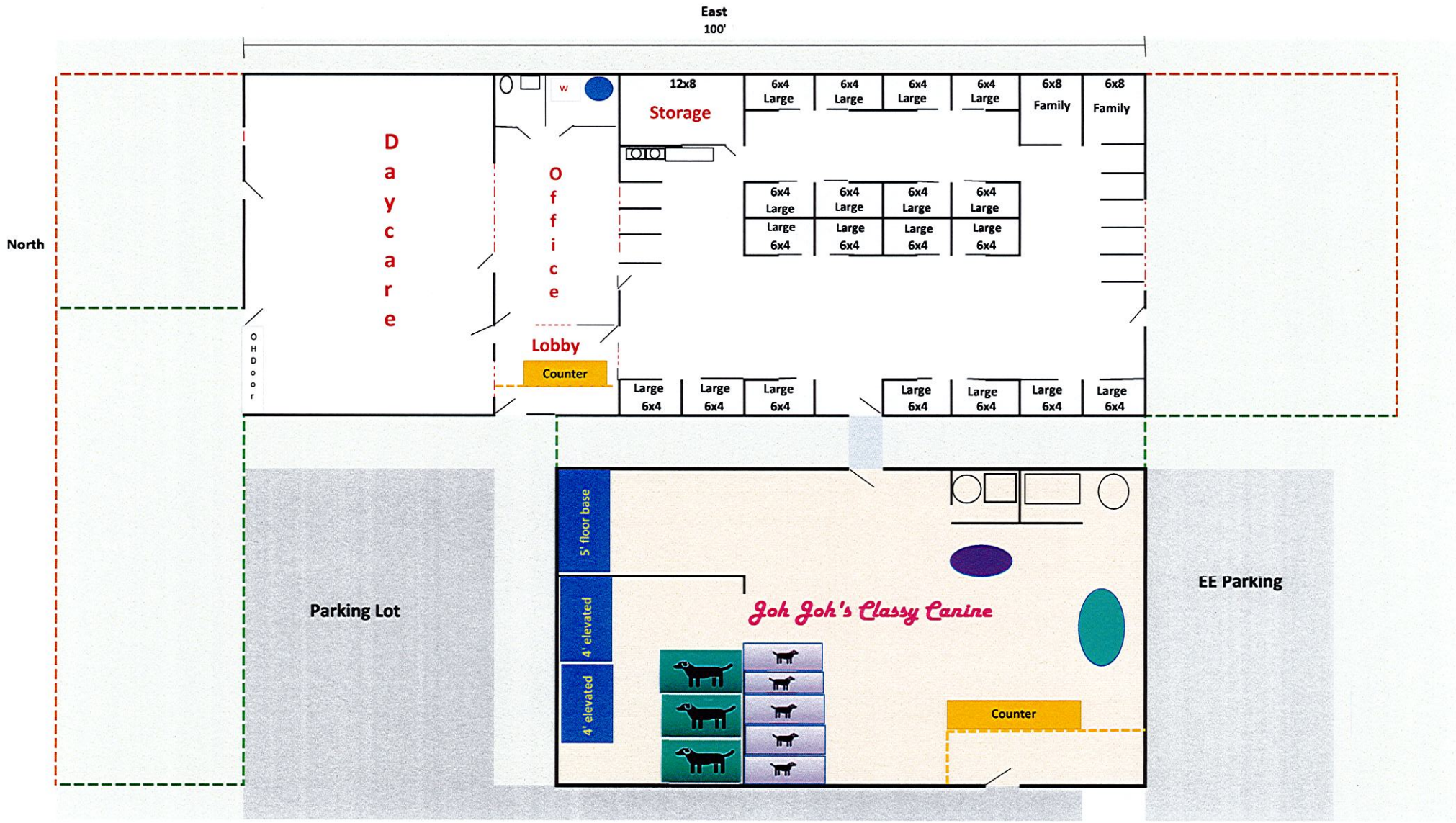
Request is for permanency.

Legal description of the property from a deed or certified survey. Must be legible.

Deed Book 2456 Page 77

ALL OF THE NORTH 211 FEET OF MISC TRACT NUMBERED TWENTY-THREE (23) IN SECTION 4,

TOWNSHIP 27, RANGE 33 IN THE CITY OF JOPIN, JASPER COUNTY, MISSOURI


East
100'
North
Daycare
Office
W
12x8
Storage
6x4 Large
6x8 Family
Lobby
Counter
OH Door
Large 6x4
5' floor base
4' elevated
4' elevated
Joh Joh's Classy Canine
Counter
Parking Lot
EE Parking

Case 022-24

407 N. Schifferdecker Ave-Special Use Permit-A request for a Special Use Permit to operate a dog salon/kennel-Shelby and Nathan Janssen.

Shelby Janssen, 2908 W. 17th St., Joplin stated they own the property of 407 N. Schifferdecker Ave. They currently have a pet grooming salon. They want to build an addition to that existing structure for a luxury pet boarding and doggie day care facility.

Mr. Kimble asked if there were any questions from the Commission on Case 022-24.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 022-24.

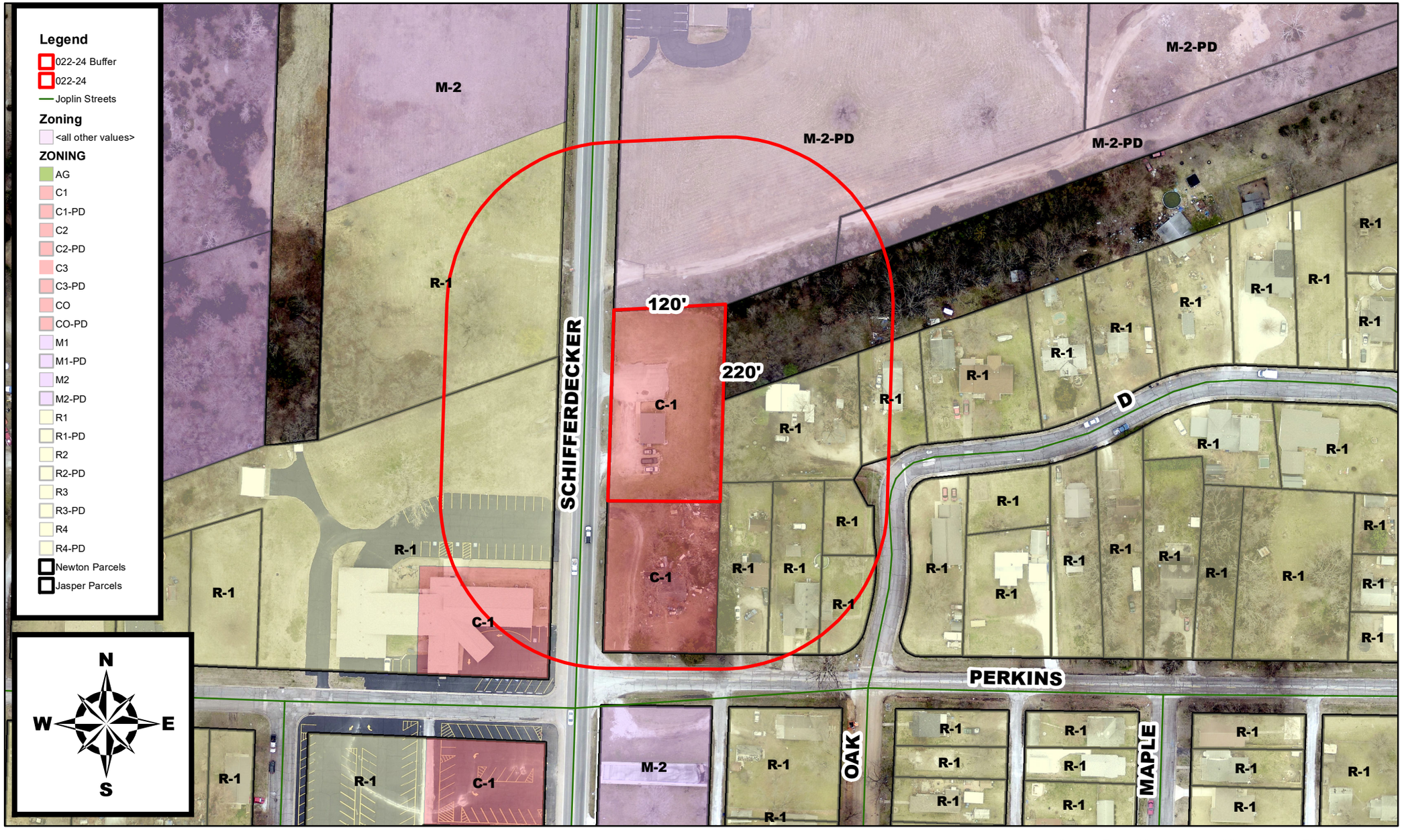
There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 022-24.

There were none.

MS. PHILLIPS MOVED THAT CASE 022-24 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAY, 1 ABSENT)

Case 022-24: Special Use Permit



407 N Schifferdecker Ave – Special Use Permit – A request for a Special Use Permit to operate a dog salon/kennel – Shelby and Nathan Janssen

RESOLUTION NO. 2024-006

A RESOLUTION granting a Special Use Permit (1st and Final Request) for the operation of a dog salon/kennel, located at 407 N Schifferdecker in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on June 3, 2024, 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 Shelby and Nathan Janssen for the operation of a dog salon/kennel located in the City of Joplin, Missouri, on the following described real estate, to-wit:

ALL OF THE NORTH 211 FEET OF MISC TRACT NUMBERED TWENTY-THREE (23) IN SECTION 4, TOWNSHIP 27, RANGE 33 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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 Shelby and Nathan Janssen for the operation of a dog salon/kennel at 407 N Schifferdecker Ave.
2. The term of this permit shall be permanent.
3. Off-street parking shall be provided at the required rate according to Table 7-03 of the Joplin Development Code.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times (Specifically the Specific Use Standards for Kennels).
5. Any other conditions set by the City Council of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, 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:
RS2024-007 – Special Use Permit

MEETING DATE:
June 3, 2024

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 023-24: 204 N Jackson Ave – Special Use Permit – A request for a Special Use Permit to operate a coffee shop – Unity Church of Joplin and Bearded Lady Coffee Co.

BACKGROUND:
To protect and conserve the heritage of Joplin's historic residential neighborhoods, under Council Bill No. 2007-276, the City allows for the operation of low scale commercial uses in a residential district with a historic designation, by obtaining a special use permit.

Unity Church of Joplin is intending to lease and/or sell the property to Bearded Lady Coffee Co., so that they may operate their coffee shop at this location. There will be a small kitchen, and Bearded Lady Coffee Co. will operate the café by repurposing the existing church.

The City allows for special use permits to be granted to residential locations for low-intensity commercial uses, to protect historical properties that would otherwise be lost. Unity Church of Joplin is a locally designated historic landmark.

PLANNING & ZONING COMMISSION TESTIMONY:
Tyler Bellairs informed the Commission that the applicant and the owner's realtor had contacted him the day of the meeting and stated that they are withdrawing the application. Mr. Bellairs stated that the case had been advertised as a public hearing.

PUBLIC COMMENT;
Susan Back spoke in favor of the case. She was a member of the church, and asked if another church wanted to use the building would they need a special use permit. Mr. Bellairs responded that religious practice is permitted in every zoning district. The special use permit was only for a low intensive commercial activity in a residential district.

RECOMMENDATIONS:
Planning & Zoning Commission recommends striking Case 023-24 (5 in Favor, 0 Opposed, 1 Absent)

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

Z&P Meeting: May 13, 2024
City Council Meeting: June 3, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Special Use Permit

CASE 023-24 A request for a Special Use Permit to operate a coffee shop.

LOCATION 204 N Jackson Ave

APPLICANT Unity Church of Joplin/Bearded Lady Coffee Co.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3 (Multi-Family Residential)	Church	Approximately .40 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-2	R-2	R-2
Land Use	Single-family home	Single-family home	Single-family home	Single-family home

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N Jackson Ave	Collector	60′
W A St	Local	50′

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.

To protect and conserve the heritage of Joplin's historic residential neighborhoods, under Council Bill No. 2007-276, the City allows for the operation of low scale commercial uses in a residential district with a historic designation, by obtaining a special use permit.

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

Yes, there will be no exterior modifications to the existing church building or site (besides alterations on the ADA ramp and parking), that would impede the residential character of this neighborhood.

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

Yes, the change in use is compatible with the neighborhood. The change in use should not add a significant increase in traffic, and there is more than enough off-street parking provided.

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

The existing building will remain and is permitted in the R-3 District. No modifications to the outside appearance of the structure will be made.

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.

Off-street parking will be provided at the rate required for the use. There are no plans to alter the parking area that is presently provided for the church.

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

Utilities are presently in place. No utility or drainage improvements will be necessary.

DISCUSSION

Unity Church of Joplin is intending to lease and/or sell the property to Bearded Lady Coffee Co., so that they may operate their coffee shop at this location. There will be a small kitchen, and Bearded Lady Coffee Co. will operate the café by repurposing the existing church.

The City allows for special use permits to be granted to residential locations for low-intensity commercial uses, to protect historical properties that would otherwise be lost. Unity Church of Joplin is a locally designated historic landmark.

CONDITIONS

1. This Special Use Permit is issued to Bearded Lady Coffee Co. for the operation of a coffee shop at 204 N Jackson Ave.
2. The term of this permit shall be permanent.
3. Off-street parking shall be provided at the required rate according to Table 7-03 of the Joplin Development Code.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
5. Structures that are located in a residentially zoned district shall be part of a historic district or designated a historic landmark.
6. Approval of the commercial use will not alter the historic district or historic landmark in a way that detracts from its uniqueness.
7. Any other conditions set by the City Council of Joplin.

ENCLOSURES

- Applicant Materials
- Map

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. 023-24
Filing Fee: $600.00
Received: 4/5/24
Date Advertised: _____
Proj. No.: 24-077
Public Hearing Date: 5/13/24

Applicant: ADAM FRANCIS Phone No.: 417-621-1510

Address: 2131 S OZARK AVE JOPLIN MO 64804 Email: BEARDEDLADY ROASTERS@GMAIL.COM

Owner: UNITY CHURCH OF JOPLIN Phone No.: _____

Address: 204 N JACKSON AVE JOPLIN MO 6480 Email: _____

Location of Property: 204 N JACKSON AVE JOPLIN MO 64801

Present Use of Property: CHURCH

Proposed Use of Property: COFFEE SHOP

Current Zoning: R-3 Acreage: .43 AC

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	RESIDENTIAL	R-2
South	RESIDENTIAL	R-2
East	RESIDENTIAL	R-2
West	RESIDENTIAL	R-2

Character of the Neighborhood: OLDER RESIDENTIAL / MULTIFAMILY NEIGHBORHOOD.
BUILDING SITS ON CORNER LOT.

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? PERPETUAL

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: 7AM - 8PM

Days of Operation: MON - SUN

Number of Off-street Parking Spaces: 20 (2 ADA)

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): CURRENT MONUMENT SIGN WOULD BE REUSED BY COFFEE SHOP.

Number of Employees and/or Assistants: 12

Nature of Business: COFFEE SHOP/COFFEE ROASTING - SERVING LIMITED FOOD MENU AND VARIOUS BEVERAGES, EVENTS.

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12-03845

BOOK: 2232

PAGE: 2610 - 2611

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

SEAL

Donna Grove

RECORDER OF DEEDS

Corporation Warranty Deed

THIS INDENTURE, Made and entered into this 1st day of March, 2012, by and between

Rental Investments of SW Missouri, LLC, A Missouri Limited Liability Company

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

Unity Church of Joplin, Missouri, A Missouri Not-for-Profit Corporation
hereinafter referred to as **GRANTEE,** whether one or more.
(Grantee's mailing address is 204 N. Jackson, Joplin, MO 64801)

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

All of Lots Numbered One Hundred Sixty-four (164), One Hundred Sixty-five (165) and One Hundred Sixty-six (166) in WILSON & HUTTON'S 2ND ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

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

Rental Investments of SW Missouri, LLC, a Missouri Limited Liability Company

By: Robert L Baldwin, Member

Robert L. Baldwin, Member

12-39701 ABBEV.

BK2232PG2611

STATE OF Missouri)
)ss
COUNTY OF Jasper)

On this 1st day of March, 2012, before me, appeared Robert L. Baldwin, to me personally known, who being by me duly sworn, did say that he is the Member of Rental Investments of SW Missouri LLC, A Missouri Limited Liability Company, and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members and Robert L. Baldwin acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

Brenda R Reynolds

BRENDA R. REYNOLDS
Notary Public - Notary Seal
State of Missouri, Jasper County
Commission # 10429341
My Commission Expires Aug. 18, 2014

17.25
9.75
Abbey 27CK

Special Use Permit Supporting Document

204 N Jackson Ave
Joplin, MO 64801

- Is deemed necessary for public convenience at that location.
    - This location will provide walkable access to the coffee shop to many within the neighborhood. This will also provide an easily accessible location for those who will need to drive to get to the property just 7 blocks west of Main Street.
- Is so designed, located, and proposed to be operated that the public health, safety and welfare will be protected.
    - The operating hours and nature of the business will not impede the livelihood of the surrounding residents. No drive-thru, with many patrons entering and remaining at the facility for a period of time to study and/or meet.
- Is found to be generally compatible with the neighborhood in which it is proposed.
    - This use will provide the area with a neighborhood coffee shop and light restaurant, with operating hours which would not impede the livelihood of the surrounding residents. Public Neighborhood meeting on March 5, 2024 did not have opposition.
- Will comply with the height and area regulations of the district in which it is located unless specifically granted.
    - No changes to the footprint or elevation of the current building, built in 1911.
- 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.
    - Coffee shop will use private parking lots already in use by Unity Church. Private lot to the north of the building currently has a landscape buffer separating the parking lot from the residence to the north.
- Adequate utility, drainage, and other such necessary facilities have been or will be provided.
    - Currently operating church building. Any necessary upgrades for the proposed use will be in place.

Special Use Permit Supporting Document

204 N Jackson Ave
Joplin, MO 64801

- Intensity and Extent of Proposed Use
  - Coffee Shop and Restaurant operating from 7am-8pm
  - Sales expected to increase 3-4x current location averages, allowing Bearded Lady to continue to grow and serve our community in a greater way.
  - Most congestion to occur between 8am-10am, with an average of 30-40 cars per hour each morning. With about half of these cars being "to-go" orders, this would result in the parking lot being 75-100% full for those hours in the morning.
  - Fully operational Ansul system is already in place in the kitchen.
  - Proposed use should not negatively impact the surrounding properties, rather will provide an increase in value as the subject property will also have an increase in value.
  - Proposed use will benefit City of Joplin by allowing a local business owner to increase their business and revenue, also providing the City with increased sales tax revenue far above the current amount generated by this business.

Site Plan with Proposed Parking

204 N Jackson Ave

Joplin, MO 64801



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: _____ **Date:** 4/5/24

STATE OF _____)
) ss.
COUNTY OF _____)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Unity Church of Joplin (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as _____ Deed Attached _____ (legal description) more commonly known as 204 N Jackson Ave. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for Adam Francis to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: 4-5-24

Michele Grieb
Signature of Owner

_____
Signature of Owner

Michele Grieb
Printed Name

_____
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 5th day of April, 2024

Elizabeth Ann Black
Notary

My commission expires: 9-29-2024

ELIZABETH ANN BLACK
Notary Public - Notary Seal
STATE OF MISSOURI
County of Newton
My Commission Expires: Sept. 29, 2027
Commission #15450883

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

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12-03845

BOOK: 2232

PAGE: 2610 - 2611

STATE OF MISSOURI
COUNTY OF JASPER
RECORDER'S CERTIFICATION

Donna Drove

RECORDER OF DEEDS

Corporation Warranty Deed

THIS INDENTURE, Made and entered into this 1st day of March, 2012, by and between

Rental Investments of SW Missouri, LLC, A Missouri Limited Liability Company

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

Unity Church of Joplin, Missouri, A Missouri Not-for-Profit Corporation
hereinafter referred to as **GRANTEE,** whether one or more.
(Grantee's mailing address is 204 N. Jackson, Joplin, MO 64801)

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

All of Lots Numbered One Hundred Sixty-four (164), One Hundred Sixty-five (165) and One Hundred Sixty-six (166) in WILSON & HUTTON'S 2ND ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

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

Rental Investments of SW Missouri, LLC, a Missouri Limited Liability Company

By: Robert L Baldwin, Member

Robert L. Baldwin, Member

12-39701 ABBEV.

STATE OF Missouri)
)ss
COUNTY OF Jasper)

On this 1st day of March, 2012, before me, appeared Robert L. Baldwin, to me personally known, who being by me duly sworn, did say that he is the Member of Rental Investments of SW Missouri LLC, A Missouri Limited Liability Company, and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members and Robert L. Baldwin acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

Brenda R Reynolds

BRENDA R. REYNOLDS
Notary Public - Notary Seal
State of Missouri, Jasper County
Commission # 10429341
My Commission Expires Aug. 18, 2014

17.25
9.75
Abbey 27CK

PROTEST INPUT WORKSHEET

Identification:

Council Bill No.	CB _____
Request:	SUP for Coffee Shop
Address:	204 N Jackson
Agent / Owner:	Unity of Joplin/Bearded Lady Coffee Co.

Total Potential Protest Area (Feet):

Area A =	147,266.00	BY	1.0000	BY	1.0000	

Total Protest Area (Feet):

Name - Address	115 N Jackson Ave - DMG INVESTMENTS	Lot or Area #		=	225	BY	1.0000	BY	1.0000
Name - Address	112 N JACKSON AVE - HAYES MICHAEL % JOHN NELSON	Lot or Area #		=	3136.00	BY	1.0000	BY	1.0000
Name - Address	111 N CONNOR - TTP PROPERTIES	Lot or Area #		=	961.00	BY	1.0000	BY	1.0000
Name - Address	114 N JACKSON AVE - ENDICOTT WILLIAM	Lot or Area #		=	6579.00	BY	1.0000	BY	1.0000
Name - Address	720 W A ST - ANGLIN & ASSOCIATES	Lot or Area #		=	5336.00	BY	1.0000	BY	1.0000
Name - Address	130 N JACKSON - HUGGHINES WILLIAM & SIERRA	Lot or Area #		=	7689.00	BY	1.0000	BY	1.0000
Name - Address	812 W A ST - MACDONALD MICHAEL	Lot or Area #		=	4598.00	BY	1.0000	BY	1.0000
Name - Address	814 W A ST - BRUNSON STEVE	Lot or Area #		=	6277.00	BY	1.0000	BY	1.0000
Name - Address	123 N CONNOR - BRUNSON STEVE W	Lot or Area #		=	3171.00	BY	1.0000	BY	1.0000
Name - Address	201 N JACKSON - CAMPBELL GORDON	Lot or Area #		=	6277.00	BY	1.0000	BY	1.0000
Name - Address	815 W A ST - WOODARD KELLY	Lot or Area #		=	4192.00	BY	1.0000	BY	1.0000
Name - Address	207 N JACKSON - BRUNSON STEVE	Lot or Area #		=	6243.00	BY	1.0000	BY	1.0000
Name - Address	203 N CONNOR - GREENCELL US	Lot or Area #		=	8251.00	BY	1.0000	BY	1.0000

Name - Address	211 N JACKSON - ORTEGA	Lot or Area #		=	6414.00	BY	1.0000	BY 1.0000
Name - Address	211 N CONNOR - CAVENER	Lot or Area #		=	8250.00	BY	1.0000	BY 1.0000
Name - Address	222 N JACKSON - CORNWELL	Lot or Area #		=	6445.00	BY	1.0000	BY 1.0000
Name - Address	215 N JACKSON - KASZUBA	Lot or Area #		=	5933.00	BY	1.0000	BY 1.0000
Name - Address	216 N JACKSON - CREASY CAROL	Lot or Area #		=	6448.00	BY	1.0000	BY 1.0000
Name - Address	215 N CONNOR - SIMPSON	Lot or Area #		=	8085.00	BY	1.0000	BY 1.0000
Name - Address	219 N JACKSON - CHIODO	Lot or Area #		=	5328.00	BY	1.0000	BY 1.0000
Name - Address	220 N JACKSON - MCBRIDE RENTALS	Lot or Area #		=	6444.00	BY	1.0000	BY 1.0000
Name - Address	217 N CONNOR - DREY	Lot or Area #		=	7428.00	BY	1.0000	BY 1.0000
Name - Address	223 N JACKSON - MORRIS	Lot or Area #		=	3601.00	BY	1.0000	BY 1.0000
Name - Address	219 N CONNOR - TEETER	Lot or Area #		=	5736.00	BY	1.0000	BY 1.0000
Name - Address	225 N JACKSON - JOHNSON	Lot or Area #		=	554.00	BY	1.0000	BY 1.0000
Name - Address	226 N JACKSON - MEDINA	Lot or Area #		=	4509.00	BY	1.0000	BY 1.0000
Name - Address	227 N CONNOR - TEETER	Lot or Area #		=	1875.00	BY	1.0000	BY 1.0000
Name - Address	121 N JACKSON - ENDICOTT	Lot or Area #		=	3849.00	BY	1.0000	BY 1.0000
Name - Address	819 W A - WOODARD	Lot or Area #		=	3432.00	BY	1.0000	BY 1.0000
Name - Address		Lot or Area #		=	0.00	BY	1.0000	BY 1.0000
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Name - Address		Lot or Area #		=	0.00	BY	1.0000	BY	1.0000

Name - Address		Lot or Area #		=	0.00	BY	1.0000	BY	1.0000
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Name - Address		Lot or Area #		=	0.00	BY	1.0000	BY	1.0000
Name - Address		Lot or Area #		=	0.00	BY	1.0000	BY	1.0000
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Name - Address		Lot or Area #		=	0.00	BY	1.0000	BY	1.0000
Name - Address		Lot or Area #		=	0.00	BY	1.0000	BY	1.0000
Name - Address		Lot or Area #		=	0.00	BY	1.0000	BY	1.0000

CALCULATIONS PAGE

Total Potential Protest Area (Sq Ft):

Area A =	147,266.00	
TOTAL AREA (Sq. Ft)		147,266.0000

Total Protest Area (Sq Ft):

	Lot or Area #0	=	
	Lot or Area #0	=	
216 N Jackson	Lot or Area #0	=	6,448.00
	Lot or Area #0	=	
	Lot or Area #0	=	
	Lot or Area #0	=	
	Lot or Area #0	=	
	Lot or Area #0	=	
	Lot or Area #0	=	
	Lot or Area #0	=	
	Lot or Area #0	=	
	Lot or Area #0	=	
	Lot or Area #0	=	
TOTAL AREA (Sq. Ft)			6,448.0000

PROTEST RESULTS	
Council Bill No.	CB _____
Request:	SUP for Coffee Shop
Address:	204 N Jackson
Agent / Owner:	Unity of Joplin/Bearded Lady Coffee Co.
Protest Occurrence:	4.3785%

Case 023-24

204 N. Jackson Ave-Special Use Permit-A request for a Special Use Permit to operate a coffee shop-Unity Church of Joplin

Mr. Tyler Bellairs, City of Joplin Planner, stated the applicant has asked to remove the case. They were unable to proceed. P & Z staff recommended the case be stricken.

Mr. Kimble asked if there were any questions from the Commission on Case 023-24.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 023-24.

Susan Back, 4530 S. Pearl, Joplin stated she was a member of Unity Church, and they were happy about the special use permit because of the historic value of the building. Ms. Back asked if it would still be a special use permit.

Mr. Bellairs stated no special use permits are granted directly to the entity that is going to be operating at the place where the special use permit is for. Because the applicant would be otherwise operating and had this passed Bearded Lady Coffee Co has decided to withdraw. We do not grant general special use permits; it is to a specific use and to a specific entity for that location.

Ms. Back said okay, so if another church approached, it would still need to come to Planning and Zoning even though it is the same category. She stated they were just looking at all of their options.

Mr. Bellairs stated a church would not go through a special use permit. Churches are allowed in every zoning district from residential to industrial. This was only because it was a low intensive commercial operation that was going to be operated out of an R-3 district. That is why they required a special use permit.

Ms. Back stated that was her understanding.

Mr. Kimble asked if there were any questions from the Commission on Case 023-24.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 023-24.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 023-24.

There were none.

MR. LANDIS MOVED THAT CASE 023-24 BE STRICKEN. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (5 IN FAVOR, 0 NAY, 1 ABSENT)

Case 023-24: Special Use Permit



204 N Jackson Ave – Special Use Permit – A request for a Special Use Permit to operate a coffee shop – Unity Church of Joplin

0 35 70 140 210 280
Feet

RESOLUTION NO. 2024-007

A RESOLUTION granting a Special Use Permit (1st and Final Request) for the operation of a coffee shop, located at 204 N Jackson Ave in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on June 3, 2024, 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 Bearded Lady Coffee Co. for the operation of a coffee shop located in the City of Joplin, Missouri, on the following described real estate, to-wit:

ALL OF LOTS NUMBERED ONE HUNDRED SIXTY-FOUR (164), ONE HUNDRED SIXTY-FIVE (165) AND ONE HUNDRED SIXTY-SIX (166) IN WILSON & HUTTON'S 2ND ADDITION TO THE CITY OF JOPLIN, 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 Bearded Lady Coffee Co. for the operation of a coffee shop at 204 N Jackson Ave.
2. The term of this permit shall be permanent.
3. Off-street parking shall be provided at the required rate according to Table 7-03 of the Joplin Development Code.
4. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
5. Structures that are located in a residentially zoned district shall be part of a historic district or designated a historic landmark.
6. Approval of the commercial use will not alter the historic district or historic landmark in a way that detracts from its uniqueness.
7. Any other conditions set by the City Council of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

JOPLIN CITY COUNCIL
MAY 20, 2024
MEETING MINUTES

CALL TO ORDER

The May 20, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by 2 members of the Citizens Police Academy.

ROLL CALL

Answering Roll Call were Council Members: Joshua Bard, Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Ryan Jackson, Doug Lawson, and Gary Shaw. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

Absent: Doris Carlin

Mr. Lawson made a motion, seconded by Mr. Bard to excuse the absence of Ms. Carlin. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

PRESENTATIONS

Review of Prospect Village Development Proposal

Drew Snyder from Woodsonia presented.

Pam Buttram addressed Council and asked questions about the proposed project.

One Joplin Transportation Study

Nicole Brown from One Joplin presented.

Bike Walk Joplin Introduction

Cynthia Torres, Vice President, Bike Walk Joplin

Bike Month Proclamation

Children from Bike Walk Joplin accepted the proclamation.

Historic Preservation Commission Update

Jill Halbach, chair for Historic Preservation Commission presented.

Historic Preservation Commission Proclamation

Jill Halbach accepted proclamation.

RAISE Community-Refugee Resettlement Agency in Joplin, MO

Representatives from RAISE presented.

Joplin Area Chamber of Commerce Quarterly Update
Travis Stephens, Director of the Chamber of Commerce presented.

JHAP Update
Troy Bolander, Director of Planning, Zoning and Neighborhood Services presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS
News from the Public Information Office
The City of Joplin continues to clean up from the significant storm damage caused on the night of May 6, 2024. There are a couple of key items I'd like to highlight for residential clean up:

Homeowners should contact their insurance company, if they have not already.

The City has extended the City's Tree Limb Drop-Off facility availability. It is open from 7 AM to 7 PM daily through Saturday, June 1. It will be closed on Monday, May 27 in honor of Memorial Day. Residents are encouraged to take their limbs and vegetation debris to this site located at 1702 N. Schifferdecker. There is no charge for this drop-off.

Joplin residents may burn tree and vegetation debris as Joplin Fire Department lifted the burn ban through May 25th. Call Joplin Fire Department at 417-623-0403 BEFORE burning and adhere to their safety rules. These are posted on our storm clean-up webpage.

Starting June 3, the City will provide a curbside pick-up of tree limbs and vegetation debris for residents within the designated tornado-affected areas who cannot take it to the drop-off site. Tree and vegetation debris must be at the curbside by the morning of June 3. Please do not place tree or vegetation debris on the streets or sidewalks.

This is a one-pass service. City crews and contractors hired by the City will pick up limbs and vegetation in the impacted area starting Monday, June 3, so residents must have it to the curb by that time. There will not be call backs to return to an area. To view the map of the tornado-impacted area that will be covered, go to the City's website at www.joplinmo.org/storm-clean-up.

It's also important to note that City crews and contractors cannot enter private property to cut or get tree limbs. Residents who need help cutting and moving their tree limbs should call the City to request help from volunteers at 417-624-0820, ext. 1542 or 1539, to ensure they're ready by June 3.

The Ozarks Health Commission (OHC), a coalition of public health entities, hospital partners, and community leaders in the Ozarks region, has come together again to better understand the health status, behaviors, and needs of the region's residents.

Every three years, the OHC convenes to reassess the health of our region and issue the Community Health Needs Assessment. This assessment requires input on the health issues and needs of the broader community.

The Joplin Health Department asks the public to provide feedback on their local healthcare needs and experiences by completing the survey available now. The survey link can be found on the City's website under Press Releases.

The survey takes approximately 8 to 10 minutes and is available in English and Spanish. Individual personal information will not be shared or connected with your responses.
This assessment allows decision-makers to have a more holistic and up-to-date picture of community health concerns, which they can use to address them strategically.

The survey is open through May 31, 2024, and all citizens are encouraged to take part in this important tool to help gauge our community's health needs and conditions.

CITIZEN REQUESTS AND PETITIONS
Mary Price requested to speak on fiscal accountability, automated timesheets, sunshine requests.

PUBLIC HEARINGS

CONSENT AGENDA
Motion by Mr. DeTar, second by Mr. Lawson to approve the Consent Agenda. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

Minutes Of the May 6, 2024, Joplin City Council Meeting

COUNCIL BILL NO. 2024-001 -AN ORDINANCE approving a plan for an industrial development project; authorizing the City of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $77,300,000; and authorizing and approving certain documents and actions in connection therewith. **Ordinance No. 2024-061.**

COUNCIL BILL NO. 2024-112 - AN ORDINANCE approving an agreement with Four State Doors LLC. in the amount of Thirty-Two Thousand Two Hundred Thirty-Six and 00/100 DOLLARS ($32,236.00) for Overhead Door Replacement at PWC and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2024-062.**

COUNCIL BILL NO. 2024-262 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-2 (Two-Family Residential) and District C-1 (Neighborhood Commercial) and include in District C-3 (Commercial) property as described below and located at 904 E 15th St. **Ordinance No. 2024-063.**

COUNCIL BILL NO. 2024-263 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-3 (Multi-Family Residential) property as described below and located at 1401 E 33rd St. **Ordinance No. 2024-064.**

COUNCIL BILL NO. 2024-400 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2022 and 2023 HOME funds in the total amount not to exceed $352,000.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin. **Ordinance No. 2024-065.**

COUNCIL BILL NO. 2024-401 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and CBO Financial, Inc.; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin. **Ordinance No. 2024-066**.

COUNCIL BILL NO. 2024-452 - AN ORDINANCE approving an amendment to a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing July 1, 2021 and running through July 31, 2025, for the amount of up to Six Hundred Fifty Thousand, Sixty Dollars and No Cents ($650,060.00), to enable the Health Department to provide communicable disease response to the residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri. **Ordinance No. 2024-067**.

RESOLUTIONS

RESOLUTION NO. 2024-004

Mr. Copple introduced Resolution No. 2024-004 – A RESOLUTION to appoint new members to the Finance Committee. Motion by Mr. Copple, second by Mr. Bard to approve Resolution No. 2024-004. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: 1.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-361

Mr. Jackson introduced Council Bill No. 2024-361- AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 3312 S Moffet Ave. in the City of Joplin, Missouri, for Four Thousand Five Hundred dollars ($4,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Jackson, second by Dr. Farnham that Council Bill No. 2024-361 be passed on an emergency basis. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-068**.

FIRST READING

COUNCIL BILL NO. 2024-117

Mr. Jackson introduced Council Bill No. 2024-117 - AN ORDINANCE authorizing the approval of the 2024 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley. Approval of the annual PTASP Safety Targets are required by the Federal Transit Administration (FTA) regulations set in 49 CFR Part 673 of the federal guidelines. Motion by Mr. Jackson, second by Dr. Farnham to pass Council Bill No. 2024-117 on First Reading and to advance to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. This bill was read as Council Bill No. 2024-117.

COUNCIL BILL NO. 2024-612

Mr. Lawson introduced Council Bill No. 2024-612 - AN ORDINANCE authorizing the City of Joplin, Missouri, to participate in the Missouri Fire Fighters Critical Illness Trust and Pool; authorizing the Mayor to execute such documents as may be necessary for the City's participation therein; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023. Motion by Mr. Lawson, second by Mr. DeTar to pass Council Bill No. 2024-612 on First Reading and to advance to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Absent: 1. Abstained: Copple, 1 This bill was read as Council Bill No. 2024-612.

SECOND AND THIRD READING
UNFINISHED BUSINESS

NEW BUSINESS

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

Mr. Copple requested an update on the speed zones for crosswalks. He would also like for staff to look into pedestrian traffic on 7th street.

Mayor Cortez stated he has appointed Dr. Farnham, Mr. Copple, Mr. DeTar and himself to the Legislative Affair Committee. Meetings will be coordinated by the City Manager and city staff.

Motion by Mr. DeTar, second by Mr. Jackson to convene into Closed Session. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

The meeting was adjourned at 9:22 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-117: Authorizing the approval of the 2024 Public Transportation Agency Safety Plan (PTASP) Safety Targets.

MEETING DATE
May 20, 2024

ORIGINATING DEPARTMENT
Public Works - Transit

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

ATTACHMENTS
Council Bill No. 2024-117; 2024 PTASP Safety Targets (Exhibit A).

SUMMARY
Approval of an Ordinance authorizing the acceptance of the 2023 Public Transportation Agency Safety Plan annual safety targets. Approval of the annual PTASP safety targets are required by the Federal Transit Administration (FTA) regulations set in 49 CFR Part 673 of the federal guidelines.

BACKGROUND
PTASP regulation implements a risk-based Safety Management System approach and requires recipients or subrecipients of financial assistance under FTA's Urbanized Area Formula Program, (49 U.S.C. Section 5307)(1) to establish and certify that they have an Agency Safety Plan in place that meets statutory requirements. PTASP regulations require the establishment of annual safety targets for the following categories: Fatalities, Injuries, Safety Events, System Failures, and System Reliability.

RECOMMENDATION
City staff recommends approval of Council Bill 2024-117 to approve the 2024 Public Transportation Agency Safety Plan Safety Targets.

Exhibit A

Demand Response Annual Safety Performance Data

Year	Fatalities Total	Fatalities Rate	Injuries Total	Injuries Rate	Safety Events Total	Safety Events Rate	System Failures	System Reliability
Initial	0.0	0.0	3.4	1.7	5.6	2.8	N/A	33,000
2020	0.0	0.0	0.0	0.0	0.0	0.0	0.0	170,973
2021	0.0	0.0	3.0	2.0	0.0	0.0	1.0	73,987
2022	0.0	0.0	0.0	0.0	0.0	0.0	2.0	52,311
2023	0.0	0.0	1.0	0.4	1.0	0.4	4.0	58,646
2024 Targets	0.0	0.0	1.5	0.8	1.3	0.6	1.8	77,783

Deviated Fixed Route Annual Safety Performance Data

Year	Fatalities Total	Fatalities Rate	Injuries Total	Injuries Rate	Safety Events Total	Safety Events Rate	System Failures	System Reliability
Initial	0.0	0.0	1.0	0.8	9.2	9.0	N/A	25,000
2020	0.0	0.0	0.0	0.0	8.0	6.3	2.0	44,944
2021	0.0	0.0	3.0	3.4	4.0	4.6	3.0	29,074
2022	0.0	0.0	1.0	0.8	3.0	2.6	2.0	30,928
2023	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
2024 Targets	0.0	0.0	1.3	1.3	6.1	5.6	2.3	32,487

Rates are listed per 100,000 vehicle revenue miles (VRM).
System Reliability is the miles between Major Failures

Fatalities: Person dies at the scene or at medical facility a short time later due to injuries caused by the accident.

Injuries: Person is injured and is transported from the scene to receive medical aid.

Safety Event: Medical assistance is requested on the vehicle for a non-injury medical event, rider falls outside the vehicle in the right-of-way and medical assistance is requested, or police assistance is requested because of an angry rider.

System Failure: Mechanical failure of one or more systems on the vehicle that makes it unable to continue on its route. The vehicle was towed to receive repairs and the route schedule was negatively impacted by 30 minutes or more.

COUNCIL BILL NO. 2024-117 ORDINANCE NO.

AN ORDINANCE authorizing the approval of the 2024 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley. Approval of the annual PTASP Safety Targets are required by the Federal Transit Administration (FTA) regulations set in 49 CFR Part 673 of the federal guidelines.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the City of Joplin, Missouri, shall approve the proposed 2024 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley as detailed in (exhibit A).

Section 2. That the City of Joplin, Missouri, understands that the Public Transportation Agency Safety Plan (PTASP) Safety Targets will be updated and approved on an annual basis.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2024, by a _____ vote.

_____

ATTEST: Keenan T. Cortez Sr., Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-612: AN ORDINANCE approving the City of Joplin, Missouri, to participate in the Missouri Fire Fighters Critical Illness Trust and Pool for the 85 current firefighters that meet the qualifications to participate.

MEETING DATE
May 20, 2024

ORIGINATING DEPT
Fire Department

REVIEWED BY
Dept. Head: Gerald Ezell; City Attorney: Peter Edwards; Finance Director: Leslie Haase; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the City to enter into an agreement with the Missouri Fire Fighter Critical Illness Trust and Pool.

BACKGROUND
This agreement is for participation in the Critical Illness Trust and Pool for the 17 presumptive cancers that have been recognized by the State of Missouri, and also includes a mental health aspect.

FUNDING SOURCE
This item would be added to the 2023-2024 Fire Department budget

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

Missouri Fire Fighters Critical Illness Pool

Agenda

- Program Summary
- Process
- Organizational Chart
- Covered Cancers
- Firefighter Eligibility
- Benefits for Employers
- Benefits for Covered Individuals
- How to Join
- Frequently asked Questions

Program Summary

The purpose of MFFCIP is to put forth a program that equitably ends numerous years of contentious discussion at the legislature—due to conflicting studies on numerous fire operation's carcinogens in the workplace and their causal relationship to some 17 identified cancers—between labor and management interests over the necessity of an equitable resolution to the issue of presumption of cancer for firefighters.

Process

Legislators in Jefferson City asked interested parties—unions, chiefs, and the insurance community—to discuss and put forth parameters that all could agree on with regard to providing cancer benefits to firefighters in Missouri.

In 2021 Senate Bill 45, sponsored by Senator Lincoln Hough, was introduced to the Missouri legislature with the support of fire operation's labor and management to implement a solution that would see the majority of a $5,000,000 grant of public funds expended on a Cancer Award Program going to the benefit of Missouri firefighters through a self-insured Pool.

In May of 2022, the first participants became covered by the Pool. As of January 31, 2024, the MFFCIP covers 3,240 Firefighters from 96 member agencies.

Next for the MFFCIP

In 2023, following the success of the Cancer Program, Senator Hough then sponsored SB24, which allows for expansion of the MFFCIP to address Behavioral Health issues. This program is currently being built, but some of the objectives include:

1. Best Practices to be shared
2. Sponsorship for regionalized Peer Support Teams
3. Downloadable App for ease of program access
4. List of vetted clinicians who understand the specialized needs of First Responders
5. A Basic and Advanced Program Level
6. Possible cost recovery grants for out-of-pocket expenses

MFFCIP Focus

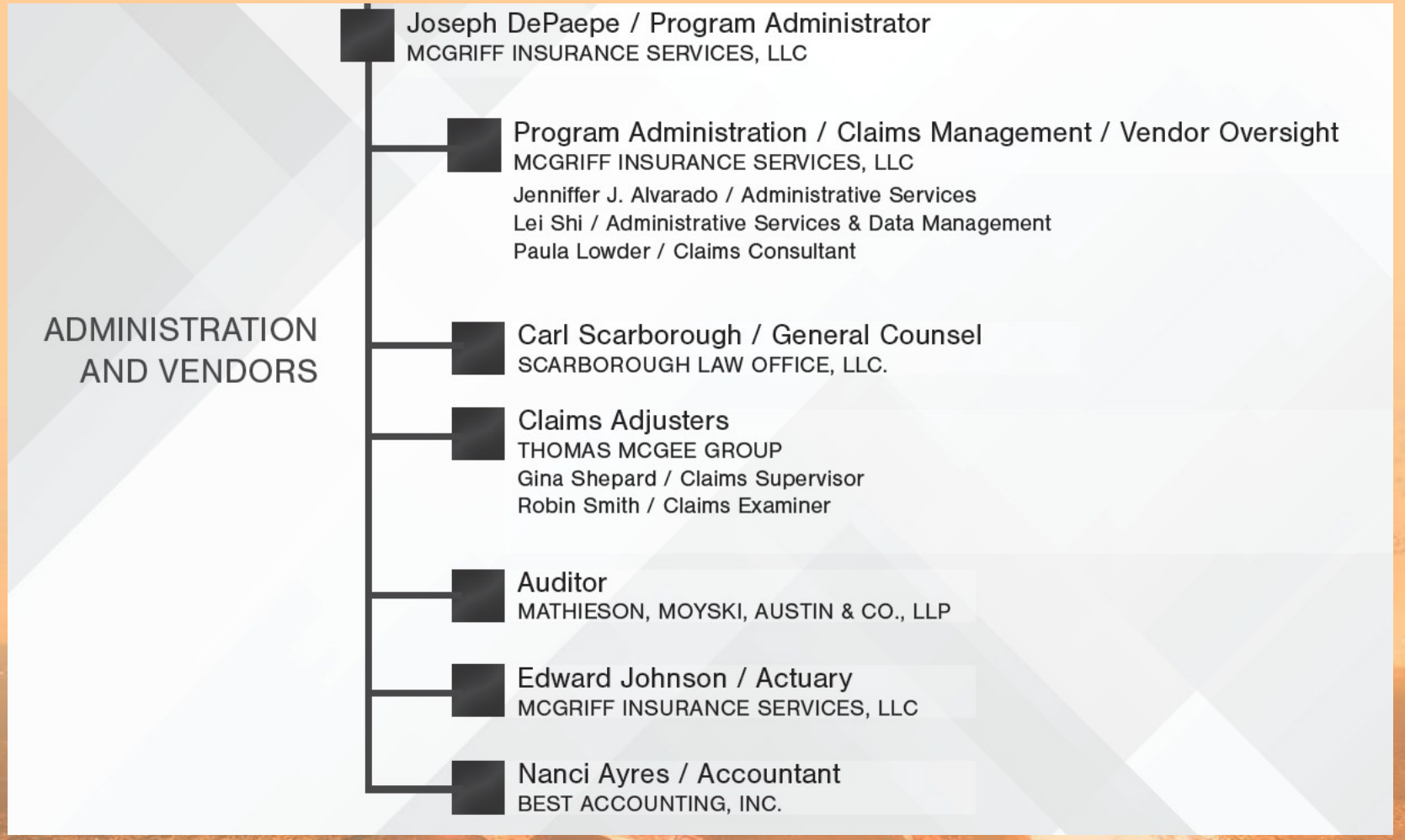
- The MFFCIP is committed to changing the culture of our industry in how we deal with Cancer and Behavioral Health issues. In addition to the direct benefits for firefighters stricken with cancer, the MFFCIP promotes enhanced protection from prevention policies and the early detection of cancer.
- The behavioral health program focuses on addressing issues faced by first responders, both as they occur and by assisting with the cumulative impact of events over time. Changing the culture is crucial for promptly identifying and discussing situations when they arise, followed by offering a pathway and encouraging peer support, along with inpatient or outpatient care if necessary.

Organization Chart

BOARD OF TRUSTEES

- **Greg Brown / Chair**
  EUREKA FIRE PROTECTION DISTRICT / FIRE FIGHTERS ASSOCIATION OF MISSOURI
- **Cory Hogan / Vice Chair**
  LOCAL 2665 PROFESSIONAL FIREFIGHTERS OF EASTERN MISSOURI
- **Kirk Lair / Secretary/Treasurer**
  CENTRAL JACKSON COUNTY FIRE PROTECTION DISTRICT / WESTERN REGION
- **Scott Frandsen**
  MID COUNTY FIRE PROTECTION DISTRICT / CENTRAL MISSOURI REGION
- **Sara Jahnke, PH.D.**
  CENTER FOR FIRE RESCUE & EMS HEALTH REASEARCH
- **Mike Snider**
  CITY OF LEE'S SUMMIT / MISSOURI ASSOCIATION OF FIRE CHIEFS
- **Tom Vineyard**
  O'FALLON FIRE PROTECTION DISTRICT / EASTERN REGION

Organization Chart



Covered Cancers

Seventeen (17) specific cancers are covered, including:

- Bladder
- Brain
- Breast
- Colon
- Esophagus
- Kidney
- Lung
- Melanoma
- Mesothelioma
- Multiple myeloma
- NHL
- Prostate
- Rectal
- Skin
- Stomach
- Testicular
- Thyroid

Firefighter Eligibility

- Volunteer & Part Time: 5 years of active service with minimum of 24 hours training
- Full Time: 5 years with minimum 1,600 hours training, annually
- Member determines who is eligible within their own definition of *direct provision of fire prevention services*, which may include Dispatch, Mechanics, Community Outreach, or Fire Investigators
- Medical examination: Must be completed some time at or after hire and before the diagnosis

Benefits to Employers in the Cancer Program

- Cap on Liabilities – Participation places a $100,000, $200,000 or $300,000 per claim payout depending on limit chosen
- Retirees covered up to fifteen (15) years after service, or until age 70
- Lower experience modification factors
- Lower Workers' Compensation Primary and Excess Rates – in the long term as cancer claims are not included in rate making
- Improved Employee Relations – Improves relations between firefighters and management as no invasive investigation or litigation to determine whether or not a claim is job-related

Benefits to Employers in the Cancer Program

- MOFFCIP Trust payouts will count towards any Workman's Comp awards
- Potentially receive credit towards Workman's Comp insurance premiums (depends on insurance)



Benefits to Firefighters in the Cancer Program

- No more long waits for benefits – Benefits payable upon confirmation of diagnosis and payment is dispensed within ten (10) days of receipt of completed documentation
- Scaled awards based on condition – Firefighters will receive payments based on type and stage of their cancer, not based on court adjudication
- Recognition of service – Cancer will be considered a line of duty event for the purpose of benefit payments without investigation or a determination as to actually being job-related
- Tax-free benefits – Except for rehabilitation payments, awards in the Cancer Program are not taxable

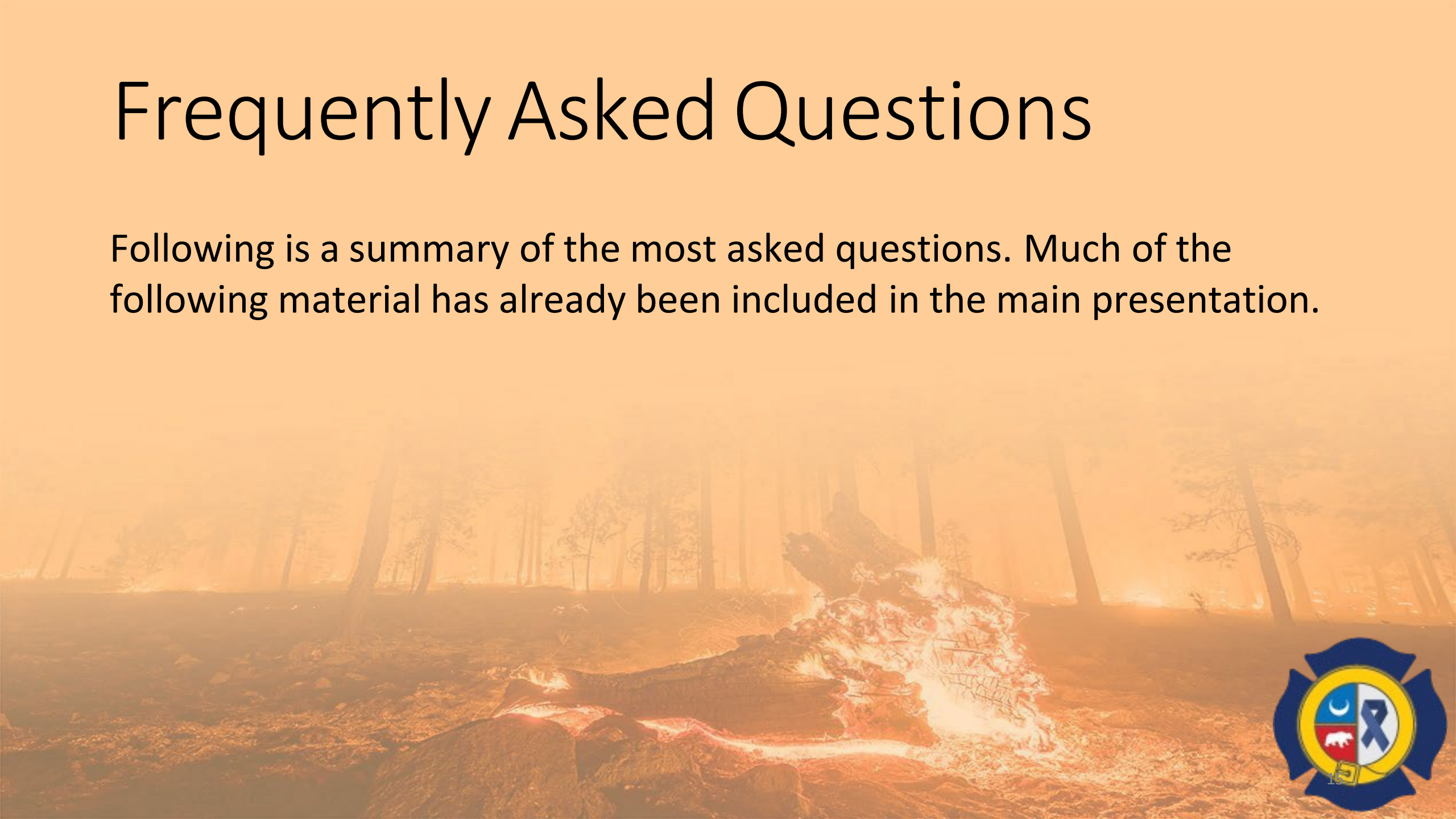
How to Join -

Refer to instructions and checklist to join the Pool

- Quick Calculator is provided for rough calculation of your current year contribution
- Proposals can be provided upon receipt of your estimated number of eligible full-time, part-time and volunteer employees
- Submit our quote form, www.mffcip.org , and a representative will reach out to you
- Completion of the Census Roster, listing your actual eligible firefighters, is required before binding. Coverage is limited to declared individual(s) listed on the roster, except newly eligible after enrollment
- The Required Actions for Prevention of Cancer must be implemented, maintained, and renewed by annual acknowledgment by the Chief
- The District Resolution or Municipal Ordinance accepting the Pool Agreement
- The Trust and Pool Agreement must be signed and received by the Pool Administrator prior to participation being effective
- All members must designate a Member Representative and Alternate Representative

Frequently Asked Questions

Following is a summary of the most asked questions. Much of the following material has already been included in the main presentation.



What is the Cancer Award Program?

This program is a nontaxable accident coverage benefit intended to supplement or pay for the out-of-pocket expenses and provide additional compensation for other benefits, such as experimental treatment, as best determined solely by the firefighter.

Details of this program follow.

1. Pool formation will use existing MO enabling statute section 537.620 within the Uniform Individual Accident and Sickness Insurance Law to form the Pool
2. Cash awards are paid within 10 days of a completed application to include the attending physician's diagnosis
3. Up to $4,000 disbursements are made semi-monthly based on schedule of benefits
4. Payments are made before sick leave and vacation time need to be used
5. Diagnosis for the purposes of this program with the employers' agreement will be treated as an at-work occurrence for the purpose of paying applicable benefits but not prompting a Workers' Compensation work-related claim
6. This program coverage is technically not disability insurance; it is accident coverage
7. This benefit does not exclude the filing of a Workers' Compensation claim; however, any payments made under this program will be offset under Workers' Compensation

What is the organizational structure?

- MFFCIP is owned and operated by Missouri Fire operations appointed board. Stakeholders from numerous organizations address all issues and provide guidance. A steering committee comprised of representatives from fire operations, medical professionals, and insurance industry also provide input.
- Following implementation, the Board has the option to expand to include representation from HR, risk managers, finance, and others as appropriate.

What cancers are covered?

- Seventeen specific cancers are covered:
  - Bladder, Brain, Breast, Colon, Esophagus, Kidney, Lung, Melanoma, Mesothelioma, Multiple myeloma, NHL, Prostate, Rectal, Skin, Stomach, Testicular, and Thyroid
- Other cancers or diseases which adversely affect fire fighters can be added by the Board as new studies or findings are published.
- Smoking or the use of tobacco products reduces benefits by 25%.

What are my choice of limits and cost options?

- Maximum Limits available will be $100K, $200K, or $300K. The fully burdened cost per full-time fire fighter is roughly $100, $200, or $300 annually prior to subsidies in the first three years.
- Part-time and volunteer rates are roughly 70% the cost of full-time rate before subsidies.
- Current Full Time Firefighter Rate for 2024
  - $165 per person annually
  - Total Eligible X $165 = Total Annual Payment (January 1 – December 31.)

How to Join

The Instructions and Checklist to Join the Pool can be found on our website: www.mffcip.org

Please use the QR code to access these instructions as well as the five (5) documents that must be received by the Pool Administrator.

Meet Our Team

Joe DePaepe, CPCU, CIC
Trust Administrator
jdepaepe@mcgriff.com
D: 503-943-6628
M: 503-784-2721

Jenniffer J. Alvarado
Client Service
jalvarado@mcgriff.com
D: 503-943-6632
M: 503-807-0607

Lei Shi, CRM, CIC, AU
Client Service and Billing
lshi@mcgriff.com
D: 503-943-6372

Paula Lowder
Claims Consultant
paula.lowder@mcgriff.com
D: 719-761-3282
M: 719-761-3282

Thank You!

Questions?

www.mffcip.org

MISSOURI FIRE FIGHTERS
CRITICAL ILLNESS POOL

Missouri Fire Fighter Voluntary Cancer Coverage Award Plan

Plan Summary of Awards

Plan administered by McGriff, Insurance Services Inc.
Effective: March 1, 2022

This Plan Document further defines the awards payable under RSMo sections 287.245, 320.400, and 537.620

Rev 02/18/2022

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This Coverage Plan Document represents coverage under the **Voluntary Cancer Award Program** and shall cover the voluntary and legal liability of **Members** of the Pool established under RSMo sections 287.245, 320.400, and 537.620 as well to defend **Members** from any actions brought by a **Covered Individual** against the **Member** regarding the interpretation of this statute.

This Coverage is intended to be read in its entirety. In order to understand all the limitations to the Schedule of Awards and the applicable provisions/conditions, exclusions to its awards and general definitions please read all of the coverage provisions carefully.

Coverage Declarations	
Coverage Effective Date	January 1, annually or upon execution of Member Resolution, Pool Agreement, and receipt of payment by **Pool Administrator**
Coverage Period	The twelve-month period beginning January 1, at 12:00 a.m. and ending December 31 at 11:59 p.m.
Contribution Due Date	January 1, annually or at the inception of coverage
Contribution	As determined by the **Pool Administrator** annually, subject to prorated changes for midterm adjustments

GENERAL DEFINITIONS

Please note that certain words used in this Coverage Plan have specific meanings. These terms will be capitalized and in bold print throughout the document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the *Schedule of Awards*.

Cancer	Means cancer that originates as a cancer of the brain, skin, bladder, colon, rectum, esophagus, kidney, lung, mesothelioma, myeloma, non-hodgkin lymphoma, prostate, stomach, breast, testis and thyroid.
Claim Administrator	Processes claim information, makes claim determinations as respects to Coverage Plan, and makes appropriate payments on behalf of the **Pool.**
Covered Individual	Means a paid **Firefighter** who is Full-Time, **Part-Time**, and **Volunteer** who meets the coverage requirements as defined in Coverage Provision #6.
Directly Involved with the Provision of Fire Protection Services	Means being currently on active duty with fire operations.
Employer	Means an "employer" as defined by RSMo 320.400 (including a municipality, special district, fire authority, or the division of fire prevention) which employs one or more **Firefighters**, **Part-Time Firefighters**, or **Volunteer Firefighters** and participates in the Pool for purposes of providing benefits to all **Covered Individuals** under its employment, pursuant to RSMo sections 287.245, 320.400, and 537.620.

Firefighter(s)	Means a full-time active employee of an **Employer** who regularly works at least one thousand six hundred (1,600) hours in any calendar year and whose duties are directly involved with the provision of fire protection services and who is not a **Volunteer Firefighter**.
Member	Means an **Employer** who has passed a resolution to join this **Pool** and has signed the **Pool's** Trust and Pool Agreement.
Part-Time Firefighter	Means an active employee of an **Employer** who regularly works less than one thousand six hundred (1,600) hours in any calendar year, whose duties are directly involved with the provision of fire protection services and who is not a **Volunteer Firefighter**.
Tobacco Product	Means any product, including a vaping product that is made or derived from tobacco that is intended for human consumption.
Pool	Means the multiemployer Pool described in RSMO 537.620 and RSMo 320.400 established for the purposes of RSMo sections 287.245, 320.400, and 537.620.
Pool Administrator	Means the administrator who provides marketing, underwriting, invoicing, accounting and other membership support services under contract to the **Pool**.
Volunteer Firefighter	Means a **Volunteer Firefighter** as defined in RSMo 287.243, and 320.33.
Voluntary Fire Fighter Cancer Award Program	Means a program to cover the voluntary and legal liability of **Members** of the **Pool** established under RSMo sections 287.245, 320.400, and 537.620 as well to defend **Members** from any actions brought by a **Covered Individual** against the **Member** regarding the interpretation of this statute.

SCHEDULE OF AWARDS

The Pool will pay the awards listed below if the **Covered Individual** suffers from a diagnosis of a covered **Cancer**, subject to the terms, conditions, provisions, and limitations of this Coverage Plan. If the **Covered Individual** sustains more than one diagnosis of a covered **Cancer** simultaneously, awards will be paid for the covered loss for which the largest available award is payable. Please read the Definitions, Exclusions, Coverage Provisions/Conditions, Claims and Administrative provisions in order to understand all of the terms, conditions and limitations applicable to these awards and coverage.

Aggregate Limit	The maximum amount that can be paid to a **Covered Individual** as a result of a diagnosis of a covered **Cancer** is the Member chosen Limit of either Limit A: $300,00, B: $200,000 or C: $100.000 as shown on the Member's current memorandum of coverage.

No more than the Aggregate Limit specified above will be paid for all covered losses suffered by a **Covered Individual** as the result of any one diagnosis of a covered **Cancer** or series of related diagnosis of covered **Cancers**, as specified above.

Regarding Award Level Zero A – F, variable limits apply depending upon assigned award limit. When a **Covered Individual** can show that their actual out of pocket expenses were higher than the scheduled award, then an additional maximum amount may be reimbursed based on remitted Explanation of Benefits or receipts as follows: $3,000 will apply at $300,000 limit; $2,000 at $200,000 limit; and $1,000 at the $100,000 limit. Award Level Zero will **not** be paid in addition to any other applicable Award Level.

Award Level	Coverage Conditions	Applicable Award Limit		
		$300,000	$200,000	$100,000
Zero A	Diagnosis that is covered for $1,000 in treatment and medication paid by the provider	$200	$132	$66
Zero B	Diagnosis that is covered for $2,000 in treatment and medication paid by the provider	$400	$164	$122
Zero C	Diagnosis that is covered for $4,000 in treatment and medication paid by the provider	$800	$528	$264
Zero D	Diagnosis that is covered for $6,000 in treatment and medication paid by the provider	$1,000	$660	$330
Zero E	Diagnosis that is covered for $8,000 in treatment and medication paid by the provider	$1,500	$990	$495
Zero F	Diagnosis that is covered for $10,000 in treatment and medication paid by the provider	$2,000	$1,320	$660

Award Level	Applicable Award Limit		
	$300,000	$200,000	$100,000
1	$4,000	$2,640	$1,320
2	$9,000	$6,000	$3,000
3	$20,000	$13,200	$6,600
4	$28,000	$18,480	$9,240
5	$35,000	$23,100	$11,550
6	$45,000	$29,700	$14,850
7	$75,000	$49,500	$24,750
8	$96,000	$63,360	$31,680
9	$188,000	$124,080	$62,040
10	$249,000	$164,340	$82,170

The following describes the stage of the **Cancer** and the designated Award Level for purposes of awards under this **Voluntary Firefighter Cancer Awards Program**:

STAGE OF CANCER ⇨ ⇩ TYPES OF CANCER	0	1	2	3	4
Skin **Melanoma**	**(Award 0)** Abnormal cells are found in the squamous cell or basal cell layer of the epidermis	**(Award 0)** Confined to skin as thick as 10mm	**(Award 1)** Grown thicker up to 4mm, but not spread	**(Award 6)** Has spread to either nearby skin or nearby lymph nodes	**(Award 8)** Has spread to an internal organ, or is found on the skin far from the original melanoma, squamous cell carcinoma, or basal cell carcinoma.
Colon **Rectal** **Esophagus** **Stomach**	**(Award 0)** Limited to the inner lining layer of the stomach and have not grown into deeper layers	**(Award 2)** Has grown into the inner layer of the wall of the stomach, but it has not spread to any lymph nodes or other organs	**(Award 5)** Stage 2 has two types depending on severity of the spread. In general, the cancer is still limited to local tissues and lymph nodes at this stage	**(Award 7)** Stage 3 has two types depending on severity of spread. At this Award, the cancer may/may not spread to nearby organs or structures	**(Award 9)** A cancer of any size that has spread to distant parts of the body in addition to the area around the stomach
Bladder **Kidney** **Prostate** **Testis**	**(Award 0)** No evidence of tumor in the prostate	**(Award 3)** Found in the prostate only and is usually made up of cells that look more like healthy cells and is likely to grow slowly	**(Award 4)** Has not spread outside of the prostate gland, but the cells are usually more abnormal and may tend to grow more quickly. It has not spread to lymph nodes or distant organs	**(Award 6)** Has spread beyond the outer layer of the prostate into nearby tissues. It may also have spread to the seminal vesicles	**(Award 9)** Any tumor that has spread to other parts of the body, such as the bladder, rectum, bone, liver, lungs, or lymph nodes
Brain	**(Award 0)** In general, the cancer cells are still located in the place they started and have not spread to nearby tissues in the brain	**(Award 2)** A separate group of tumors called juvenile pilocytic astrocytoma (JPA). The term "juvenile" refers to the type of cell, not the age of the patient. This is a non-cancerous, slow-growing tumor that is oftentimes curable with surgery. It is different from a low-grade astrocytoma or Grade II glioma, which are likely to come back after treatment	**(Award 5)** Tumor does not have dead cells in the tumor, called necrosis, but shows an abnormally large number of cells, called hypercellular	**(Award 8)** Tumor is hypercellular and has cells that are actively dividing, called mitosis. It is often called anaplastic astrocytoma	**(Award 10)** Tumor is usually a glioblastoma, also called GBM (glioblastoma multiforme). Cells in the tumor are actively dividing, and it has blood vessel growth and areas of dead cells in addition to the factors common to grade II and III tumors

STAGE OF CANCER ⇨ / ⇩ TYPES OF CANCER	0	1	2	3	4
Myeloma **Non-Hodgkin Lymphoma** **Thyroid**	**(Award 0)** Too many lymphocytes in the blood, but no other signs or symptoms of leukemia. Chronic lymphocytic leukemia is indolent	**(Award 0)** Has lymphocytosis and enlarged lymph nodes. The patient does not have an enlarged liver or spleen, anemia, or low levels of platelets	**(Award 3)** Has lymphocytosis and an enlarged spleen and/or liver and may or may not have swollen lymph nodes	**(Award 6)** Has lymphocytosis and anemia. The patient may or may not have swollen lymph nodes and an enlarged liver or spleen	**(Award 8)** Has lymphocytosis and low levels of platelets. The patient may or may not have swollen lymph nodes, an enlarged liver or spleen, or anemia
Breast	**(Award 1)** No evidence of cancer cells outside breast; not invading nearby tissues. Cancer cells are only in the ducts of breast tissues. Non-invasive.	**(Award 2)** Type A: Tumor up to 2 cm confined to breast and lymph nodes are not compromised Type B: Small cancer cells found in lymph nodes but no tumor in breast, or tumors are only 2cm or less in breast	**(Award 5)** Type A: No tumor or small tumor less than 2 cm in breast and cancer cells are found in 1-3 auxiliary lymph nodes; or a tumor between 2 cm and 5 cm in breast but has not spread to lymph nodes Type B: A tumor between 2 cm and 5 cm in breast and has spread to lymph nodes; or a tumor larger than 5 cm but has not spread to lymph nodes	**(Award 7)** Type A: Any tumor size and has spread to 4-9 lymph node Type B: Tumor has spread to chest wall. It may or may not have spread to up to 9 lymph nodes Type C: Any tumor size and has spread to 10 or more lymph nodes	**(Award 8)** Tumor is any size and has spread to other organs
Lung	**(Award 0)** Tumor is only visible in the top layers of cell lining and has not invaded into nearby tissues or lymph nodes.	**(Award 1)** Type A: Tumor is no more than 3 cm and hasn't spread to lymph nodes. Type B: Tumor is between 3-4 cm and hasn't spread to lymph nodes.	**(Award 3)** Type A: Tumor is between 4-5 cm and hasn't spread to lymph nodes but it could have reached main bronchus or the innermost tissue of the lung. Type B: Tumor is less than 5 cm but has reached nearby lymph nodes. Tumor could have reached main bronchus or innermost lung tissue.	**(Award 6)** Tumor is between 5-7 cm or any size. One additional tumor is found in the lung or the cancer is spread to chest wall or other nearby chest tissues.	**(Award 7)** Tumor is any size and has spread to other organs

Additional Awards

Coverage Conditions	Applicable Awards
Payment to the provider for actual cost for rehabilitative or vocational training employment services and educational training relating to the **Cancer** diagnosis;	Up to $25,000
Payment if a **Covered Individual** incurs cosmetic disfigurement cost resulting from a covered **Cancer**; and	Up to $10,000
If the **Cancer** is diagnosed as terminal, the **Covered Individual** will receive a lump sum payment as an accelerated payment toward the awards due in the Awards section above.	Up to $25,000

EXCLUSIONS

In addition to any award-specific exclusion, awards will not be paid for any diagnosis of a covered cancer, or for any claimed loss or expense occurring, arising, or resulting from:

1. Intentionally self-inflicted injury, suicide, or any self-inflicted injury or suicide attempt.
2. Any act of declared or undeclared war unless specifically provided by this Coverage.
3. Travel or activity outside the contiguous United States.
4. Any cancer which was diagnosed in a **Covered Individual** prior to the date of enrollment of **the Covered Individual** in this **Pool**.

COVERAGE PROVISIONS/CONDITIONS

The following provisions and conditions apply and must be met in order for a **Covered Individual** to be eligible for awards hereunder:

1. The **Covered Individual** is entitled to additional awards if the **Cancer** increases in Award Level, but the amount of any award paid earlier for this **Cancer** will be subtracted from the new award.
2. If a **Covered Individual** dies while owed awards under this Coverage Plan, the awards will be paid to the surviving spouse or domestic partner, if any at the time of death, and if there is no surviving spouse or domestic partner, any surviving children equally. If there is no surviving spouse, domestic partner or child, the obligation of the Pool to pay awards will cease.
3. If a **Covered Individual** returns to employment after a **Cancer** diagnosis, the **Covered Individual** is entitled to the awards in the Schedule of Awards in this Coverage Plan for any subsequent new type of covered **Cancer** diagnosis.
4. The awards paid pursuant to this Coverage Plan must be offset by any payments made under the "Workers' Compensation Act Chapter 287, regardless of when the payments are made. The Pool will have the authority to determine how and when the offsets are implemented. Notice to Workers' Compensation Provider will be made.
5. The awards in this Coverage Plan are reduced by twenty five percent [25%] if a **Covered Individual** used a **Tobacco Product** within five [5] years immediately preceding the **Cancer** diagnosis.

6. In order for a **Covered Individual** to be eligible for the awards in the Schedule of Awards in this Coverage Plan, the following conditions must be met:
    a. Prior to the diagnosis of **Cancer** and either in qualifying for a **Firefighter** position or any time after the **Firefighter**, **Volunteer Firefighter** or **Part-Time Firefighter** became employed by an **Employer**, the **Firefighter**, **Volunteer Firefighter** or **Part-Time Firefighter** had a medical examination that would reasonably have found an illness or injury that could have caused the **Cancer** and no illness or injury was found;
    b. Prior to the diagnosis of Cancer, the covered Firefighter/Part-time Firefighter/Volunteer Firefighter must have undergone a physical during pre or post-employment testing or after the date of employment but Prior to the dr. appointment leading to the diagnosis of a covered Cancer.
    c. The **Firefighter**:
        (I) Is a paid employee or is a volunteer firefighter as defined I n section 320.333;
        (II) Has been assigned to at least five years of hazardous duty as a firefighter;
        (III) Was last assigned to hazardous duty as a firefighter within the previous fifteen years; and
        (IV) Is not seventy years of age or older at the time of the diagnosis of cancer.
        (V) A break in service of no more than one [1] year will not be considered a break in continuous full-time employment for purposes of this section. The break in service will not count as part of the five years of service.
7. Where a **Covered Individual** is scheduled under more than one **Member** rosters of this **Pool** only one claim for the same diagnosis will be considered.
8. All **Covered Individuals** must be scheduled annually with the **Pool Administrator** and a **Contribution** must be paid based on the census in order to be eligible to receive an award payment under this Coverage Plan. Newly eligible **Covered Individuals** must be reported on the first census after they have been certified as eligible.

CLAIMS PROVISIONS

Notice of Claim

As the claim is formally established as a liability owed to the **Covered Individual** by the **Employer** and where the rules for a qualifying claim are very specific, the **Covered Individual** must work with the **Employer** to substantiate a valid claim by voluntarily providing necessary qualifying information with the **Employer** by written or authorized electronic notice of claim. This notice of claim must be given to the **Claims Administrator** through the **Employer** no more than three years after a diagnosis of a covered **Cancer** for which awards are sought occurs, or the eligibility is reviewed with the **Employer**. If written or authorized electronic/notice is not given within this period, the claim will not be invalidated or reduced if it is shown that written or authorized electronic notice was given as soon as was reasonably possible. Only one timely claim for each type of **Cancer** needs to be filed to allow the **Pool** to pay or increase the Award Level applicable in this Coverage Plan.

Timely claim notice must be given to the **Employer,** who must immediately contact the **Pool Administrator** at:

Missouri Cancer Award Pool Administrator
c/o McGriff Insurance Services Inc.
P.O. Box 1539
Portland, OR 97207-1539

Website Claim Form: https://www.mffcip.org/claims/
Claim First Report Notice – Toll Free: 888-895-1410 / Fax: 503-943-6622 / mffcip@mcgriff.com

It is important to file claims immediately even if all of the information is not yet known. Notice should include the **Employer's** name, coverage number, and the **Covered Individual's** name, address, contact information, date of event, medical facility, and attending physician along with a signed Medical Release of Information and Waiver form.

Claim Forms

Claim Administrator will send claim forms to either the **Covered Individual** or the **Employer** for filing proof of loss upon receiving notice of a claim. If such forms are not sent within 15 days after the **Claim Administrator** receives notice, the proof requirements will be met by submitting, within the time fixed in this Coverage Plan for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Covered Individual Cooperation Provision

Failure of a **Covered Individual** to cooperate in the administration of the claim may result in the termination of the claim. Such cooperation includes but is not limited to: providing any information or documents needed to determine whether awards are payable, or the actual award amount due.

Proof of Loss

Proof of loss must include diagnoses documentation furnished by a physician and supported by clinical, radiological, histological, pathological, and/or laboratory evidence. If it is not reasonably possible to provide proof of claim within 90 days after the date of the diagnosis for which an award is claimed or date of covered loss for which an award is claimed, it must be given no more than three (3) years after the date of diagnosis, subject to the provisions of the Notice of Claim section above. These time limits will not apply during any time period the **Covered Individual** or his or her authorized representative lacks the legal capacity to give proof of claim.

Time of Payment of Claims

Pool will pay the Award Level due as follows:

a. Award Level 0 as a lump sum after an explanation of benefits from physician is received;
b. Award Level 1 as a lump sum after adequate proof of loss is filed;
c. Award Level 2 through 10 at a rate of: Plan A; $4,000 B: $2,640 C; $1,320 paid twice monthly from the date of diagnosis, less any applicable offsets; or
d. Immediately after **Pool** receive the proof of loss.

Any award due will be paid when the **Claims Administrator** receives written, or authorized electronic, proof of loss.

Payment of Claims

All awards will be paid in United States currency to the **Covered Individual.**

Denial Review Process.

If a **Covered Individual** and the **Pool** fail to agree on whether benefits under this Coverage Plan are due, the **Covered Individual** may request a review of the denial of benefits, in whole or in part, by submitting a written statement to the **Pool Administrator** within sixty (60) days of the denial; the denial is considered final if no request for review is submitted within sixty (60) days of the notice of denial. The form of the written request, and the details of the review process, are set forth in the Benefit Claims Review Procedure of the **Pool**. The **Pool Administrator** will forward timely written review requests to the Pool Claims Committee, which will provide a written decision within thirty (30) days, unless special circumstances exist for an extension, in which event the written decision shall be made within ninety (90) days. If a **Covered Individual** is dissatisfied with the decision rendered by the Pool Claims Committee, the **Covered Individual** may submit a written request for reconsideration to the Pool Committee. The decision of the Pool Committee is final, conclusive, and binding upon the **Covered Individual** and all other persons thirty (30) days after the decision is issued.

Legal Actions

No action at law or in equity will be brought to recover awards under this Coverage Plan less than 60 days after satisfactory completing the appropriate proof of loss requirement has been furnished as required by this Coverage Plan or until such time that the Claims Administrator, Pool Claims Committee, and the Trustees have each have had 60 days to review the issues involved without reaching an acceptable resolution. No such action will be brought after expiry of the applicable statute of limitations from the time proof of loss is required to be furnished under this Coverage Plan.

ADMINISTRATIVE PROVISIONS

Changes to This Contract

This Coverage Plan and the **Pool** Agreement make up the entire contract between the **Employer**, **Covered Individual**, and the **Pool**. In the absence of fraud, all statements made by the **Covered Individual** or any **Employer** or **Covered Individual** will be considered representations and not warranties. No written statement made by a **Covered Individual** will be used in any contest unless a copy of the statement is furnished to the **Covered Individual** or personal representative. No change in this Coverage Plan will be valid until approved in accordance with the provisions of the **Pool** Agreement governing amendments to the Coverage Plan. The approval must be noted on or attached to this Coverage Plan. No party may change this Coverage Plan or waive any of its provisions.

Coverage Effective Date and Termination Date

Coverage is effective January 1, annually upon a **Member**'s payment of contribution or, for a new **Member**, upon enrollment, which includes the **Pool Administrator**'s receipt of signed Member Resolution and **Pool** Agreement joining the **Pool** as well as payment of contribution.

Pool may terminate coverage on or after the first anniversary of the coverage effective date, and the Employer may terminate coverage on any contribution due date. Written or authorized electronic notice must be given at least 90 days prior to such contribution due date. Termination will not affect a claim for award of a diagnosis of a covered Cancer that occurs while coverage was in effect.

Clerical Error

Clerical error, whether by the **Covered Individual**, **Employer,** or the **Pool** will not deny or void the coverage of any eligible **Covered Individual** that would otherwise have been in effect, nor extend the coverage if that coverage would have otherwise ended or been reduced as provided in this Coverage Plan.

Payment in Error

If an erroneous award payment is made by or on behalf of the **Pool**, the **Pool** may require the **Covered Individual**, the provider of services, or the ineligible person to refund the amount paid in error. The **Pool** reserves the right to correct payments made in error by offsetting the amount paid in error against any future award payments and new claims. The **Pool** also reserves the right to take legal action to correct payments made in error.

Conformity with Law

This Coverage Plan Document shall conform with any determination made by an appropriate jurisdiction regarding changes to the awards payable under RSMo sections 287.245, 320.400, and 537.620.

COUNCIL BILL NO. 2024-612 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, to participate in the Missouri Fire Fighters Critical Illness Trust and Pool; authorizing the Mayor to execute such documents as may be necessary for the City's participation therein; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.

WHEREAS, The Missouri Fire Fighter Critical Illness Trust and Pool (herein "MFFCIT") has created a critical illness pool as authorized by Sections 320.400 and 537.620, RSMo, to create an alternative for public sector agencies seeking to control rising costs due to critical illnesses, including cancers, in firefighters.

WHEREAS, Missouri statutes require such an entity to be formed by agreement of at least three public sector agencies.

WHEREAS, upon a proper application, a new entity has been created and approved by the Director of the Division of Commerce and Insurance and Missouri Secretary of State.

WHEREAS, the new entity, called "Missouri Fire Fighter Critical Illness Trust and Pool," is a separate body corporate and trust, under the oversight of a Board of Trustees and the participating agencies.

WHEREAS, MFFCIT will safeguard, manage, and provide for administrative services for MFFCIT.

WHEREAS, by agreeing to be one of the agencies participating in MFFCIT, the City of Joplin, Missouri, is not forever bound to participate in MFFCIT, but does so by agreement, and the City will review this participation annually.

WHEREAS, upon proper consideration, the City of Joplin, Missouri, based on the current financial analysis performed by the City of Joplin, believes that participating in the MFFCIT risk pool is in the best interests of the City based on the current policy premium amounts.

WHERES, at present there are eight-five (85) firefighters that would be eligible to participate in MFFCIT and this has an annual budget impact of approximately $14,025.00.

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

Section 1. That the City of Joplin, Missouri, hereby declares its intent to become a member of MFFCIT and to participate therein upon approval of Board of Trustees of MFFCIT, subject to annual appropriations approved in its budget.

Section 2. That the Mayor is hereby authorized and directed to sign all documents necessary or expedient for the City of Joplin, Missouri, to participate in the MFFCIT, including Trust/Pool Agreement 2 and Bylaws, agreeing to adhere to the rules of said documents, and to be bound together with other members thereby.

Section 3. That the City of Joplin, Missouri staff are hereby authorized and directed to provide such assistance as may be necessary to carry out the intent of this ordinance.

Section 4. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of Seven Thousand Dollars and No Cents ($7,000.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, 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
Resolution 2024-008 – Approval for the support of the intent to apply for a $500,000.00 U.S. Department of Housing and Urban Development (HUD) Choice Neighborhood Planning Grant and committing to the matching portion of the project

MEETING DATE
June 3, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2024-008

REVIEWED BY
Department Head: Leslie Haase; Planning, Community Development and Neighborhood Improvement Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Resolution grants approval for the support of the City's intent to apply for a $500,000.00 U.S. Department of Housing and Urban Development (HUD) Choice Neighborhood Planning Grant and committing to the matching portion of the project in the amount of $25,000.00.

BACKGROUND
HUD is seeking projects to be funded using Choice Neighborhood Planning Grant funds. The Choice Neighborhoods program leverages significant public and private dollars to support locally driven strategies that address struggling neighborhoods with distressed public or HUD-assisted housing through a comprehensive approach to neighborhood transformation. Local leaders, residents, and stakeholders, such as public housing authorities, cities, schools, police, business owners, nonprofits, and private developers, come together to create and implement a plan that revitalizes distressed HUD housing and addresses the challenges in the surrounding neighborhood. The program helps communities transform neighborhoods by revitalizing severely distressed public and/or assisted housing and catalyzing critical improvements in the neighborhood, including vacant property, housing, businesses, services and schools. The City is partnering with the Housing Authority on this grant application for a planning grant for the neighborhood that includes Murphy Manor. The grant application is due by June 7, 2024. This is a planning grant, which is step one of this opportunity. If the City is successful with this grant, the City will be eligible to apply for the implementation grant. In prior years, the maximum award for an implementation grant was $50,000,000.00. The maximum planning grant award is $500,000.00 and requires a 5% match. With this resolution, Council is committing to HUD that upon grant award, the City will complete the plan and provide the matching funds.

FUNDING SOURCE
The Community Planning Fund will provide the grant match for this project, if awarded.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2024-008

A RESOLUTION of the City of Joplin, Missouri, stating the intent to pursue a U.S. Department of Housing and Urban Development (HUD) Choice Neighborhood Planning Grant in the amount of $500,000.00 for a neighborhood transformation plan; and, committing to the match funding of $25,000.00.

WHEREAS, HUD is seeking projects to be funded under the Choice Neighborhood Planning Grant; and,

WHEREAS, the City is pursuing $500,000.00 from the Choice grant for a neighborhood transformational plan; and,

WHEREAS, the Choice grant requires a grant funding assurance resolution; and,

WHEREAS, the City Council of Joplin, Missouri, desires to apply for the U.S. Department of Housing and Urban Development Choice Neighborhood Planning Grant to help address neighborhoods with distressed public housing through a comprehensive approach to neighborhood transformation.

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

Section 1. The City of Joplin, Missouri is committed to funding the matching portion of the Choice Neighborhood Planning Grant, if the U.S. Department of Housing and Urban Development (HUD) Grant is awarded to the City.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, hereby is authorized to prepare and submit documents which are necessary in applying for the Choice grant funding.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 3rd day of June 2024.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2024-009 – Approving the issuance of bonds by the Industrial Development Authority of the City of Joplin, Missouri for Freeman Health System

MEETING DATE
June 3, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2024-009

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

SUMMARY
This Resolution approves the issuance of bonds by the Industrial Development Authority of the City of Joplin, Missouri for Freeman Health System up to the amount of $50,000,000.00.

BACKGROUND
The IDA intends to issue revenue bonds in the amount up to $50,000,000.00 to finance a portion of costs within the corporate limits of the City of Joplin for a hospital project to:

- Refund all or a portion of the Series 2015 and Series 2022 Bonds, and
- To finance the costs of purchasing, constructing, extending and improving land, buildings and improvements for use as health care facilities and certain equipment for use in the health facilities, and
- To pay certain bond issuance costs, and
- To fund a debt service reserve fund

As required by the Internal Revenue Code, the IDA held a public hearing on May 14, 2024. The Code also requires the bonds be publicly approved by the governmental unit on behalf of which the issue is to be issued. Approval of this Resolution does not impose any liability on the City of Joplin, it merely satisfies the Internal Revenue Code provisions. The City does not warrant the creditworthiness of the bonds or guarantee, in any way, the payment of the bonds. The City is not pledging any moneys for the repayment of the bonds.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2024-009

A RESOLUTION approving the issuance of bonds by The Industrial Development Authority of the City of Joplin, Missouri for the Freeman Health.

WHEREAS, the City of Joplin, Missouri (the "City") authorized the creation of The Industrial Development Authority of the City of Joplin, Missouri (the "Authority") pursuant to Chapter 349 of the Revised Statutes of Missouri, as amended; and

WHEREAS, the City has been advised that the Authority intends to issue its revenue bonds to finance a portion of the costs of a hospital project and commercial project in the City as follows: up to $50,000,000 in principal amount of revenue bonds for the purpose of loaning the proceeds thereof to Freeman-Oak Hill Health System d/b/a Freeman Health System, a Missouri nonprofit corporation (the "Corporation"), to provide funds (a) to refund all or a portion of (1) the Authority's Health Facilities Revenue Bonds (Freeman Health System), Series 2015 (the "Series 2015 Bonds") and (2) the Authority's Health Facilities Revenue Bonds (Freeman Health System), Series 2022B (the "Series 2022B Bonds" and together with the Series 2015 Bonds, the "Refunded Bonds"), (b) to finance the costs of purchasing, constructing, extending and improving land, buildings and improvements for use as health care facilities and certain equipment for use in the Corporation's health facilities(the "Project"), (c) to pay certain costs associated with the issuance of the Bonds, and (d) to fund a debt service reserve fund or pay the costs of a bond insurance premium or any other credit enhancement for the Bonds, if deemed beneficial by the Corporation; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Authority held a public hearing at its offices on May 14, 2024 with respect to its proposed issuance of the bonds to finance the above project after published notice in *The Joplin Globe* on May 3, 2024, a copy of which is attached to this Resolution as Exhibit A.;

WHEREAS, a copy of the minutes from such public hearing containing a copy of all public comments provided with respect to the above-mentioned project is attached to this resolution as "Exhibit B"; and

WHEREAS, Section 147(f) of the Code requires that the issuance of the bonds be publicly approved by the governmental unit on behalf of which the issue is to be issued, which approval may be by the elected legislative body.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

SECTION 1. The issuance of up to $50,000,000 principal amount of revenue bonds by The Industrial Development Authority of the City of Joplin, Missouri for the purpose of making a loan to the Corporation, to provide funds (a) to refund all or a portion of the Refunded Bonds, (b) to finance the costs of the Project, (c) to pay certain costs associated with the issuance of the Bonds, and (d) to fund a debt service reserve fund or pay the costs of a bond insurance premium or any other credit enhancement for the Bonds, if deemed beneficial by the Corporation, is hereby approved in accordance with the requirements of Section 147(f) of the Code.

SECTION 2. This approval does not impose any liability on the City of Joplin, Missouri or in any way involve the City in the issuance of the bonds or the financing of the proposed project but is an accommodation by the City to satisfy the requirements of Section 147(f) of the Code. The City expressly does not warrant the creditworthiness of the bonds or guarantee, in any way, the payment of the bonds. No moneys of the City will be pledged or applied to the repayment of the bonds.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Joplin, Missouri to be affixed this 3rd day of June 2024.

_____
Josh Detar, Mayor Pro Tem

ATTEST:

_____
Holly Nagy, City Clerk

THE JOPLIN GLOBE

P.O.Box 7. Joplin, Missouri
Phone(417)623-3480
Fax(417)623-1188

GILMORE & BELL
DENISE WILSON
2405 GRAND BLVD, STE 1100
KANSAS CITY MO 64108-2521

AFFIDAVIT OF PUBLICATION

State Of Missouri:
Counties Of Jasper/Newton
I, KIMBRA GREEN, being duly sworn according to law, S
that I am Accounting Clerk of THE JOPLIN GLOBE.

The Joplin Globe is a daily newspaper of general circulatio
the counties of Jasper/Newton, which has been admitted
office as second-class matter in city of Joplin, the city of
publication: which newspaper has been published regularl
consecutively for a period of three years and has a list of
bonafide subscribers voluntarily engaged as such, who ha
paid or agreed to pay a stated price for a subscription for a
definite period of time, and that such newspaper has com
with the provisions of section 493.050, Missouri Revised
Statutes, 1959. The below listed advertisement appeared
the following issue(s):

(First Published May 3, 2024)
NOTICE OF PUBLIC HEARING

Public notice is hereby given that The Industrial Development Authority of the City of Joplin, Missouri (the "Authority") will hold a public hearing at the offices of the Joplin Area Chamber of Commerce, 320 East Fourth Street, Joplin, Missouri 64801, on May 14, 2024, at 9:00 A.M., regarding the proposed issuance by the Authority of its Health Facilities Revenue Bonds as part of a plan of finance, in one or more series of debt obligations, the interest on such debt obligations being taxable and/or tax-exempt to the holder, including the issuance of bond insurance or other credit enhancement, if deemed beneficial, in the maximum aggregate principal amount of approximately $50,000,000 (the "Bonds").

The proceeds of the Bonds will be loaned by the Authority to Freeman-Oak Hill Health System d/b/a Freeman Health System, a Missouri nonprofit corporation (the "Corporation"), to provide funds necessary to finance all or a portion of the following: (1) refund all or a portion of (a) the Authority's Health Facilities Revenue Bonds (Freeman Health System), Series 2015 (the "Series 2015 Bonds"), and (b) the Authority's Health Facilities Revenue Bonds (Freeman Health System), Series 2022B (the "Series 2022B Bonds"); (2) finance, refinance, or reimburse the Corporation for costs to acquire, construct, renovate, repair, extend, furnish and equip land, buildings and improvements for use as or as part of healthcare facilities (the "Project") as further described below; (3) fund a debt service reserve fund, if deemed advisable by the Corporation, (4) pay the costs of a bond insurance policy or other credit enhancement for the Bonds, if deemed advisable by the Corporation; and (5) pay costs of issuance of the Bonds.

Proceeds of the Series 2015 Bonds were loaned to the Corporation and its affiliates to finance or refinance costs to acquire, construct, extend, repair, renovate, furnish, and equip land, buildings, and improvements for use as or as part of healthcare facilities located at: (1) 1102 West 32nd Street in Joplin, Missouri (the "32nd Street Property") on the Corporation's Freeman West Campus which is generally bounded by West 32nd Street to the north, South Jackson Avenue to the east, Whipporwill Street to the south, and McClelland Boulevard to the west (the "Freeman West Campus"); and (2) 932 East 34th Street, Joplin, Missouri, on the Corporation's Freeman East Campus which is generally bounded by East 34th Street to the north, South Indiana Avenue to the east, East 39th Street to the south, and Hearnes Boulevard to the west (the "Freeman East Campus"). The Corporation expects to allocate approximately $23,000,000 of proceeds of the Bonds to refund the Series 2015 Bonds. At the discretion of the Corporation proceeds of the Bonds may be used to refund all, a portion, or none of the Series 2022B Bonds, which refunded all or a portion of the Authority's Health Facilities Revenue Bonds (Freeman Health System), Series 2022A (the "Series 2022A Bonds"), which financed or refinanced costs to acquire, construct, renovate, repair, furnish, and equip one or more cardiac catheterization laboratories located at the Corporation's Freeman West Campus; and (5) miscellaneous capital improvements to the Corporation's facilities located on the Freeman West Campus, the Freeman East Campus, the Claremont Center, the Ozark Center Property, and the West 2nd Street Property. At the discretion of the Corporation, proceeds of the Bonds may be used to finance, refinance or reimburse all, a portion, or none of the capital expenditures at the Claremont Center, the West 2nd Street Property, the Freeman West Campus, the Ozark Center Property, and the Freeman East Campus.

The Bonds will be special limited obligations of the Authority and will not be a debt of the Authority, the City of Joplin, the State of Missouri or any political subdivision thereof. The principal of and interest on the Bonds will be payable solely from payments made by the Corporation. No bondholders will ever have the right to compel any exercise of taxing power to pay the principal of or interest on the Bonds, or to enforce payment against any property of the Authority except money payable by the Corporation to the Authority and pledged to the payment of the Bonds. The Authority has no taxing power.

The hearing is required by Section 147(f) of the Internal Revenue Code of 1986. The hearing will be open to the public. All interested persons may attend the hearing and will have an opportunity to express their views with respect to the proposed plan of finance as described above. Prior to the date of the public hearing, written comments may be submitted to the undersigned at the listed address.

Dated: May 3, 2024
Doug Doll, President
The Industrial Development Authority of the City of Joplin, Missouri
320 East Fourth Street
Joplin, Missouri 64801

(356)

PUBLICATION	EXPIRED DATE	AD CAPTION	#TIMES	AMOUNT
THE JOPLIN GLOBE 05/03/2024		LEGAL 356/TEFRA	1	712.03

05/03/2024

Kimbra Green (Accounting Clerk)
Kimbra Green

Subscribed and sworn to before me this 3rd day of

May, 2024

Diana J. Crouch Notary Public
Diana J. Crouch/15146002
02/21/2027

DIANA J. CROUCH
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: Feb. 21, 2027
Commission #15146002

EXCERPT FROM

MINUTES OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS

INDUSTRIAL DEVELOPMENT AUTHORITY OF
THE CITY OF JOPLIN, MISSOURI
MAY 14, 2024

The annual meeting of the Board of Directors of the Industrial Development Authority of the City of Joplin, Missouri, was called for Tuesday, May 14, 2024, at 9:00 a.m. in the conference room at the Joplin Area Chamber of Commerce, 320 East Fourth Street, Joplin, Missouri, for the consideration of such matters as were set forth in the Notice of Meeting or that may properly come before the Board.

****

President Doll then recognized bond counsel Burns to discuss a resolution from Freeman Health System to issue health facilities revenue bonds. Burns referenced publication of notice of a public hearing regarding the proposed issuance by JIDA of its Health Facilities Revenue Bonds pursuant to an application and request from Freeman Health System. Such public meeting was noticed to take place at this meeting of the JIDA Board. Burns requested any public comments in relation to the bond issuance. No comments were offered. Burns then explained the purpose of the proposed bond issuance. After allowing for questions and comments from the Board, Evans **moved**, **seconded** by Parker, approval of the Resolution Authorizing the Issuance of Health Facilities Revenue Bonds per the resolution drafted by bond counsel. The **motion carried** upon the unanimous vote of Evans, Doll, Bowman, Parker, Glaze, and Scott.

****

There being no further business, the meeting was adjourned at 11:35 a.m.

INDUSTRIAL DEVELOPMENT AUTHORITY OF
THE CITY OF JOPLIN, MISSOURI

_____
AMY KAUFFMAN, SECRETARY

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-123 Work Authorization OLS-OC24-01 with Olsson for professional engineering services for the relocation of water lines required for the 20th Street Widening project.

MEETING DATE
June 3, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-123; Work Authorization OLS-OC24-01

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 authorizes the City Manager or his designee to approve a work authorization with Olsson in the not to exceed amount of Forty-Eight Thousand and 00/100 dollars ($48,000.00) for professional engineering services for the relocation of water lines required for the 20th Street Widening project.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects included in the program was the widening of 20th Street from Schifferdecker Avenue to Country Club Drive, and in the spring of 2023 the City reached an agreement with Jasper County to extend the design of the project further to the west. In March of 2023, the City entered into an agreement with Allgeier Martin and Associates (AMA) for the design of the 20th Street Widening project. During the design phase of this project, it has been determined that rural water lines owned by Jasper Public Water Supply District No. 1 will need to be relocated. These water lines are currently in an exclusive easement outside of the right-of-way, and the relocation costs will be the responsibility of the City of Joplin.

Olsson currently serves as the engineer for the rural water district. Olsson is also on the City's list of on-call consultants for this type of professional engineering services. To expedite the relocation process, the City is entering into an agreement directly with Olsson for the design of the required relocation. The relocation plans from Olsson will be delivered to the City and AMA for inclusion in the 20th Street widening construction documents, and the relocation work will occur during the roadway widening project. The fees submitted by Olsson for this work have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE
This item is included in the FY 2024 Budget in the Capital Improvement Sales Tax Fund.

RECOMMENDATION

Staff recommends approval of Council Bill 2024-123, Work Authorization OLS-OC24-01 with Olsson for professional engineering services for the relocation of water lines required for the 20th Street Widening project in the not to exceed amount of Forty-Eight Thousand and 00/100 dollars ($48,000.00) on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the consultant to prepare the plans in time to include them with the 20th Street Widening Project plans, without causing delays to the bidding of the project and allowing the City to stay within required Federal Grant Fund timelines.

COUNCIL BILL NO. 2024-123 ORDINANCE NO.

AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of Forty-Eight Thousand and 00/100 dollars ($48,000.00) for professional engineering services for the relocation of water lines required for the 20th Street Widening project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Work Authorization with Olsson in the not to exceed amount of Forty-Eight Thousand and 00/100 dollars ($48,000.00) for professional engineering services for the relocation of water lines required for the 20th Street Widening project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the consultant to prepare the plans in time to include them with the 20th Street Widening Project plans, without causing delays to the bidding of the project and allowing the City to stay within required Federal Grant Fund timelines.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2024-123

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

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S. Main, Ste 503 Joplin, MO 64801	
Attention: Rob Beachner		Attention: Shaun McConnaughey, PE	
Department: Public Works		Phone: 417.627.5551	Email: smcconnaughey@olsson.com
Phone: 417.624.0820	Fax:		

WORK AUTHORIZATION NUMBER _OLS-OC24-01_
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-OC24-01 exceed the sum of Forty Eight Thousand 00/100 Dollars ($48,000.00).

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

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

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson, Inc.

By: _____

Printed Name: Shaun McConnaughey, PE

Title: Water/ Wastewater Group Leader

Date: May 7, 2024

By: _____

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: May 7, 2024

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

MASTER AGREEMENT FOR PROFESSIONAL SERVICES
WORK ORDER # OLS-OC24-01
EXHIBIT A

This exhibit dated May 7, 2024 is hereby attached to and made a part of the On-Call Services Agreement for Professional Services dated March 20, 2024 between City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

PROJECT DESCRIPTION AND LOCATION

Project is located at: Joplin, Jasper County, Missouri

Project Description: 20th Street Widening – Waterline Utility Relocation

GENERAL

Olsson shall complete construction drawings for the relocation of rural waterline owned by Jasper Public Water Supply District No. 1 (Owner) shown in conflict as part of the 20th Street Widening Plans dated 3/14/2024.

The proposed relocations will be located at Central City Road, S. Chickasaw Ln to S. Pedal Lane and N. Black Cat. More specifically consisting of a 2" on the east side of Central City Road to be placed in casing below the proposed 20th Street Improvements; An existing 4" along the north side of 20th that will be elevated after fill is placed for the roadway and sidewalk improvements, approximately from Station 118+50 (Chickasaw Lane) to Sta 125+50 (near S. Pedal Lane); and abandonment of a 2" along the east side of S. Black Cat Road.

SCOPE OF SERVICES

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

Olsson shall provide the following for conceptual, preliminary and final design services, as detailed below under Phase 100 - Phase 300:

Topographic Survey

Olsson shall utilize electronic drawing files provided by Allgeier, Martin and Associates, Inc that are being developed as part of the 20th Street Widening Plan. No additional survey services are anticipated.

Waterline Construction Plans

Prepare plan and necessary profiles for waterline replacement. Drawings will be developed using Olsson CAD Standards and Owner's Standard Details. No regulatory agency permitting is anticipated.

Relocation Plans to be developed shall be based upon improvement plans provided by the Client's Consultant. Profiles will be included for the proposed replacement for crossings of creeks/drainages, existing utilities at approximate elevations (i.e. water, sewer, etc.), proposed final grade changes, or other necessary infrastructure and will include associated fittings.

Review engineered Plans and Specifications with Client and based on feedback finalize project Contract Documents, including developing a materials list with quantities.

Specifications
Olsson shall use Owner's standard specification, previous specifications, and shall prepare additional technical specifications for the Project, as required.

Quality Control Reviews
Olsson shall perform quality control reviews, prior to each interim design submittal. Olsson shall follow checking and quality management procedures throughout design development process.

PHASE 100 – PROJECT INITIATION - $12,400.00

Project Administration Services
Olsson shall provide Project management for preliminary design, final design, bidding services, and construction administration, including Project correspondence and consultation with City staff.

Project Initiation Meeting
Conduct a project initiation meeting with stakeholders to refine project scope, review project site as required, identify specific goals, request any data required for design, establish schedule for completion.

Coordination Meetings
Olsson shall conduct up to two (2) progress meetings with the Utility Owner and City of Joplin to review design deliverables.

Quality Control
Olsson shall provide quality control and quality assurance for Project design deliverables.

PHASE 200 – WATERLINE REPLACEMENT PLANS - $15,000.00

Preliminary Plans and Details
Olsson shall submit plans and details at approximately 30 percent and 60 percent design completion for Client review and comment following the Owner's review.

Preliminary Engineer's Opinion of Probable Construction Cost (EOPCC)
Olsson shall prepare and submit to City a rough-order-of-magnitude (ROM) construction cost estimate based on preliminary Project design.

PHASE 300 - FINAL DESIGN - $20,600.00

Construction Documents
Olsson shall address City's review comments received from preliminary construction plan submittal to proceed with 90-percent design submittal, which shall include plans and specifications. Olsson shall submit to City PDF formatted files of construction plans and specifications for review. City will review 90 percent design submittal and provide written comments to Olsson within two (2) weeks from receipt by City.

Final EOPCC
Olsson shall update preliminary EOPCC to reflect changes made during design phase to 100-percent completion status.

Final Revisions and Bid Submittal
Olsson shall revise design documents based upon review comments received from stakeholders. Olsson shall provide PDF formatted files of construction documents and specifications to City for bidding purposes.

EXCLUSIONS

- Boundary Surveys
- Land/ Easement Acquisition
- Geotechnical Services
- Environmental Surveys
- Construction Permitting
- Any services not specifically listed above
- Bidding
- Construction Phase Services

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: June 2024
Anticipated Completion Date: November 2024

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right

to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $48,000.00.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided. Retain a copy for your files and return an executed original to Olsson, 1027 S. Main Street, Ste 503, Joplin, MO. 64801. This proposal will be open for acceptance for a period of maximum 30 days from the date set forth above, unless changed by us in writing.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-506 – Approving a budget amendment for FY 2024

MEETING DATE
June 3, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-506 Ordinance; Schedule "A" Budget Amendment

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

SUMMARY
This Council Bill amends the adopted 2023-2024 Budget of the City of Joplin.

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

Here is an explanation for the items in Schedule A:

- Amending various budgets for emergency expenditures.
- Amending various budgets for utility costs.
- Amending various budgets for higher than budgeted motor vehicle replacement costs.
- Amending various budgets for unanticipated computer software replacement/renewal requirements.
- Amending various budgets for emergency repairs.
- Amending the health, parks and solid waste management budgets for the property tax annexation fee.
- Amending the parks and traffic signal budgets for liability insurance claims from the result of damage.
- Amending various budgets for consulting fees related to engineering and project management.
- Amending the sewer billing & collection budget for actual bad debt expense.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenue by $77,011.00 and expenditures by $1,536,331.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2024-506 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2023-158 on October 16, 2023, which estimated revenues and appropriated funds for the fiscal year 2023-2024; and,

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing revenue by the total amount of Seventy-Seven Thousand Eleven Dollars and No Cents ($77,011.00) and by increasing appropriations by the total amount of One Million Five Hundred Thirty-Six Thousand Three Hundred Thirty-One Dollars and No Cents ($1,536,331.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

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

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

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

of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
3-Jun-24

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Federal Grant	001-0000-470-0904	Fire Act Grant	$	58,784	
	Local Govt Participating	001-0000-490-0209	Community Foundation Award		6,000	
	City Council	001-0101-500-5270	Interpreter Services			5,000
	Comm Prop Action	001-0622-500-8010	Facility Improvements			42,600
	City Clerk	001-0801-500-2050	Operational Supplies			2,500
	City Clerk	001-0801-500-5265	Maintenance Contracts			3,500
	Legal Services Prosecutor	001-1003-500-7010	Copy Services			1,950
	Human Resources	001-1202-500-3015	Telephone Charges			500
	HR Staff Development	001-1204-500-1720	Employee Recruitment			10,000
	HR Staff Development	001-1204-500-1730	Employee Drug Testing			10,000
	Building Regulations	001-1506-570-8210	Motor Vehicles			50,279
	Building Prop Action	001-1522-570-8210	Motor Vehicles			3,700
	Finance	001-2003-500-2110	Computer Software			14,000
	Finance	001-2003-500-8315	Computer Equipment			9,000
	Information Technology	001-2501-500-2110	Computer Software			8,670
	Information Technology	001-2501-500-5265	Maintenance Contracts			30,000
	City Facility Maintenance	001-4502-520-2050	Operational Supplies			2,500
	City Facility Maintenance	001-4502-520-4125	General Equipment Repairs			6,121
	City Facility Maintenance	001-4502-520-7030	Fees & Permits			450
	City Facility Maintenance	001-4502-520-8220	Operating Equipment			4,124
	City Hall Maintenance	001-4504-520-4120	Building Repairs			2,452
	City Hall Maintenance	001-4504-520-8010	Facility Improvements			10,500
	City Hall Maintenance	001-4504-520-8220	Operating Equipment			4,425
	Engineering	001-4505-520-5010	Consulting Fees			15,000
	Engineering	001-4505-520-8210	Motor Vehicles			33,331
	Police Uniform Services	001-5502-510-2010	Wearing Apparel			6,000
	Police Uniform Services	001-5502-510-2750	SRT Operational Supplies			9,000
	Police Investigations	001-5503-510-8220	Operating Equipment			9,610
	Fire Operations	001-6002-510-4105	Property Repairs & Maintenance			3,500
	Fire Prevention	001-6003-510-2010	Wearing Apparel			600
	Fire Federal Grants	001-6090-510-8230	Emergency Operating Equipment			65,315
	Emergency Management	001-7002-510-8230	Emergency Operating Equipment			2,000
	Neighborhood Improvement	001-8001-520-2108	Computer Peripherals			800
	NI Prop Action	001-8022-520-2108	Computer Peripherals			800
	Total General Fund			$	64,784	368,227
101	Public Safety Sales Tax					
				$	-	
	Police Prop Action	101-5522-510-8210	Motor Vehicles		-	4,500
	Police PS	101-5575-510-8210	Motor Vehicles		-	25,000
	Police PS	101-5575-510-8315	Computer Equipment			33,500
	Fire PS	101-6075-510-3010	Gas Charges			7,000
	Fire PS	101-6075-510-4105	Property Repairs & Maintenance			7,000
	Fire PS	101-6075-510-8230	Emergency Operating Equipment			4,400
	Total Public Safety Sales Tax Fund			$	-	81,400

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
110	Health Fund					
				$	-	
	Health Administration	110-3501-550-5035	Property Tax Services		-	11,000
	Total Health Fund			$	-	11,000
115	Parks Fund					
	Other Income	115-0000-450-0604	Insurance Claim Settlement	$	11,424	
	Parks Administration	115-6501-560-5035	Property Tax Services			11,000
	Parks Senior Adult Services	115-6512-560-4105	Property Repairs & Maintenance			15,000
	Parks Memorial Hall Operatic	115-6513-560-2050	Operational Supplies			4,000
	Parks Museum Operations	115-6514-560-2815	Special Events & Promotions			3,000
	Stadium Maintenance	115-6530-560-2050	Operational Supplies			6,400
	Stadium Maintenance	115-6530-560-4105	Property Repairs & Maintenance			1,000
	Grounds Maintenance	115-6532-560-4105	Property Repairs & Maintenance			11,424
	Total Parks Fund			$	11,424	51,824
120	Solid Waste Management Fund					
				$	-	
	Planning & Mgmt Administrat	120-4510-540-4125	General Equipment Repairs			4,800
	Planning & Mgmt Administrat	120-4510-540-5035	Property Tax Services			11,000
	Total SWM Fund			$	-	15,800
130	Parks & Stormwater Sales Tax Fund					
				$	-	
	Stormwater Projects	130-4555-530-5010	Consulting Fees			20,000
	Stormwater Projects	130-4555-530-8105	Land Acquisition			6,000
	Stormwater Projects	130-4555-530-8220	Operating Equipment			4,650
	Parks Prop Action	130-6522-560-8210	Motor Vehicles			7,200
	Parks Prop Action	130-6522-560-8315	Computer Equipment			2,700
	Parks Prop Action	130-6522-560-8631	Beautification Projects			75,000
	Total Parks & Stormwater Sales Tax Fund			$	-	115,550
140	TST Fund					
	Other Income	140-0000-450-0604	Insurance Claim Settlement	$	803	-
	Traffic Signal Maintenance	140-4531-530-2515	Traffic Signal Supplies			803
	Total TST Fund			$	803	803
410	Golf Course Fund					
	Golf Administration	410-6520-560-7205	Resale Inventory	$		7,100
	Grounds Maintenance	410-6521-560-2030	Maintenance Supplies			4,000
	Grounds Maintenance	410-6521-560-2605	Chemical & Lab Supplies			14,000
	Grounds Maintenance	410-6521-560-2845	Landscaping Materials			5,000
	Total Golf Course Fund			$	-	30,100
415	Sanitary Sewer Fund					
	Sewer Billing & Collection	415-2002-540-7120	Bad Debt Expense	$		400,000
	Sewer Treatment	415-4541-540-3020	Water Charges			30,000
	Sewer Treatment	415-4541-540-3030	Wastewater Charges			4,000
	Sewer Maintenance	415-4542-540-5010	Consulting Fees			15,000
	Sewer Maintenance	415-4542-540-7030	Fees & Permits			7,700
	Total Sanitary Sewer Fund			$	-	456,700

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
505	Central Garage Fund					
	Central Garage	505-7870-500-7030	Fees & Permits	$		1,700
	Total Central Garage Fund			$	-	1,700
512	Workers Compensation Fund					
	Workers Comp	512-7503-500-5010	Consulting Fees	$		30,000
	Total Workers Compensation Fund			$	-	30,000
515	Liability Insurance Fund					
	Liability Insurance	515-7501-500-5010	Consulting Fees	$		30,000
	Liability Insurance	515-7501-500-5305	Judgments & Claims			12,227
	Liability Insurance	515-7501-500-7140	Insurance Premiums			331,000
	Total Liability Insurance Fund			$	-	373,227
	Grand Total			$	77,011	1,536,331

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-118 Agreement and Work Authorization with OWN Engineering, Inc. for Professional Engineering Consulting Services for the Sunnyvale Stormwater Improvements Project.

MEETING DATE
June 3, 2024

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
Ordinance; Agreement; Work Authorization Sunnyvale-024-001;RFQ Results; Exhibit Map

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

SUMMARY
This Council Bill approves an Agreement and Work Authorization with OWN Engineering, Inc. for the Sunnyvale Stormwater Improvements Project in the not to exceed amount of Five Hundred Forty Thousand Two Hundred and 00/100 Dollars ($540,200.00)

BACKGROUND
The 2021 Update to the Stormwater Masterplan, prepared by Olsson, Inc. identified this project as a needed stormwater improvement project to alleviate property and street flooding in the area. The attached Exhibit Map shows the project area and a conceptual underground stormwater system to be designed. On March 16th, a Request for Qualifications (RFQ) was published in the Joplin Globe, stating that the deadline to submit Qualification statements was April 9, 2024, in accordance with the City's procurement policy. Of the four engineering firms that submitted, OWN was selected as the most qualified consultant to provide engineering services for this project. Refer to the attached RFQ Results. The consultant's fees are within industry standards for these services.

FUNDING SOURCE
This Item includes a Fiscal Year 2024 budget amendment to the Parks & Stormwater Sales Tax.

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

COUNCIL BILL NO. 2024-118 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an Agreement and Work Authorization with OWN Engineering, Inc. in the not to exceed amount of Five Hundred Forty Thousand Two Hundred and 00/100 Dollars ($540,200.00) for Sunnyvale Stormwater Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024.

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

Section 1. That the City enter into an Agreement and Work Authorization with OWN Engineering, Inc. in the not to exceed amount of Five Hundred Forty Thousand Two Hundred and 00/100 Dollars ($540,200.00) for Sunnyvale Stormwater Improvements, 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 and work authorization, or Agreement and Work Authorization in substantially similar form, by and on behalf of the City of Joplin with OWN Engineering, Inc.

Section 3. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2024-118 be amended by increasing appropriations by the total amount of Five Hundred Forty Thousand Two Hundred and 00/100 Dollars ($540,200.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That upon the final approval and acceptance of the consultant's work under said Agreement and Work Authorization, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Parks & Stormwater Sales Tax Fund.

Section 6. That this Council Bill shall have an effective date of June 18, 2024.

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

day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2024-118

I hereby certify that a sufficient amount is available in the Parks & Stormwater Sales Tax to pay the amounts called for through this Agreement and Work Authorization.

_____
Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: OWN Engineering, Inc. Address: 811 East 3rd St Joplin MO 64801	
Attention: Chris Parker		Attention: Blake Rourick	
Department: Public Works - Engineering		Phone: 417-782-7899	Fax: 417-782-7898
Phone: 417-624-0820 Ext 1584	Fax:	Sunnyvale Stormwater Improvements	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a project identified on future Work Authorizations to this Agreement.

WHEREAS the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense; all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

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

9. **Confidentiality of Documents**. Any reports, data, design, or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Engineer.

No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

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

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

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

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

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

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

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

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

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this

Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: OWN Engineering, Inc. Address: 811 East 3rd ST JOPLIN MO, 64801	
Attention:		Attention: Blake Rourick	
Department:		Phone: 417-782-7899	Fax: 417-782-7898
Phone:	Fax:	Sunnyvale Stormwater Improvements	

WORK AUTHORIZATION NUMBER _Sunnyvale-024-001____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number _Sunnyvale-024-001 exceed the sum of Five Hundred Forty Thousand Two Hundred Dollars ($540,200.00).

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

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

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER OWN-SNV-024-001 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and OWN, inc. for Engineering Services Associated with the Sunnyvale Stormwater Improvements)

SCOPE OF SERVICES

The Scope of Services outlined below is prepared based on our conversation with the Client, recent visits to the site for investigation, and resources provided by the Client regarding the project. A site exhibit is attached.

SURVEYING-RIGHT-OF-WAY	TIME AND MATERIALS $39,800.00

- OWN, Inc. will establish the right-of-way of the streets encompassed in the subject area. The survey will be in accordance with the Missouri Standards for Property Boundary Surveys. A plat of the survey showing subdivisions, lot dimensions, possession lines, and all platted easements will be completed and provided to the Client. The survey will be based upon the Missouri Coordinate System of 1983, West Zone.

SURVEYING-ACQUISITIONS AND EASEMENTS	TIME AND MATERIALS $7,200.00

- OWN, Inc. will perform surveys for 5 land acquisitions in the subject area for storm easement descriptions. The survey will be in accordance with the Missouri Standards for Property Boundary Surveys. An exhibit of the survey showing subdivisions, lot dimensions, possession lines, and all platted easements will be completed and provided to the Client. The survey will be based upon the Missouri Coordinate System of 1983, West Zone.

SURVEYING-TOPOGRAPHIC SURVEY	TIME AND MATERIALS $56,300.00

- OWN, Inc. will perform a topographic survey of the streets and 40’ past each right-of-way throughout the project area, and also a 50’ grid topographic survey of the area in the floodplain to be used for layout and design of improvements. Topographic features within the project area to be shown will include roads, fences, tree lines, culverts, driveways, buildings and any above ground and underground utilities as located by the utility owner and/or their representatives. The topographic survey will be performed on the horizontal datum of the Missouri State Plane Coordinate System of 1983, West Zone and the North American Vertical Datum of 1988. Various control points and a temporary benchmark will be set for the project. Vertical relief will be depicted with contours at one-foot intervals and spot elevations will be shown on hard surfaces. The survey will be made available to the Client in electronic (pdf) and CAD (dwg) format, as well as paper copies.

SURVEYING-POTHOLING INVERTS	TIME AND MATERIALS $5,700.00

- OWN, Inc. will collect the locations of 15 utility crossing potholes to be used for layout and design of improvements. **This proposal assumes that City of Joplin staff will perform necessary potholing and utilities will be exposed for our survey teams to pick up invert survey shots.**

SURVEYING-AS-BUILT	TIME AND MATERIALS $37,500.00

- OWN, Inc. will perform an As-Built Survey of all storm structures and the creek grading to capture the finished conditions of the site. The survey will accurately capture the final site and the physical location of any design improvements. The As-Built Survey will be performed on the horizontal datum of the Missouri State Plane Coordinate System of 1983, West Zone. Spot and Flowline Elevations will be depicted on all new structures. The survey will be made available to the Client in electronic (pdf) and CAD (dwg) format, as well as paper copies.

ENVIRONMENTAL SERVICES	TIME AND MATERIALS $10,600.00

- CORPS OF ENGINEERS PERMITTING: OWN will sub-consult with Cattails Environmental, LLC for the services of preliminary and final jurisdictional determination for waters of the U.S. that may be located on the property. Please note, we will not know the extent of the permitting required until we have completed the jurisdictional determination and OWN may need to provide a supplemental agreement at that time for additional permitting requirements.

- WOTUS INVESTIGATION: Waters of the United States Investigation includes the required fieldwork, a preliminary report of the findings, and one site visit with the U.S. Army Corps of Engineers. The WOTUS Investigation scope also includes any additional coordination with the U.S. Army Corps of Engineers that may be required to obtain a final jurisdictional determination.

CIVIL ENGINEERING-CONCEPTUAL DESIGN	TIME AND MATERIALS $22,300.00

- SITE CONCEPT: OWN, inc. will provide preliminary layouts and exhibits for the Client prior to starting the design of the Sunnyvale stormwater management & collection system. As part of these preliminary layouts, the engineer of record will plan on discussing potential trouble points/changes with the City based on review of the certified site survey. It is anticipated that up to three conceptual site plans will be produced as part of this phase of development. The conceptual site plans will show general locations of proposed storm piping, inlets, concrete drainage ways and swales. It is anticipated that a meeting will be held with all applicable City departments to review the proposed site concepts to ensure all parties agree on the preliminary design. OWN, Inc. will attend this meeting to discuss the preliminary site layout and any potential issues prior to starting design on the stormwater management & collection system.

CIVIL ENGINEERING - 30% PLAN DESIGN	TIME AND MATERIALS $43,600.00

- EXISTING DRAINAGE STUDY: A preliminary drainage study will be completed to determine the existing stormwater conditions in the Sunnyvale community and be used as a basis to determine the size and expanse of the stormwater improvements. This study will include the following:
    - Assessment of the project boundary areas to be developed
    - Creation of Report summarizing results
    - Calculation tables and exhibits needed for report (included as Appendix)
    - Preliminary Drainage Report

- 30% STORMWATER DESIGN: Provide a Stormwater design for a new stormwater management & collection system for the Sunnyvale community based on the approved conceptual design. The design will include preliminary locations of stormwater inlets, stormwater piping, concrete drainage ways and swales as well as general utility locations, sidewalks, access ways, and associated details and specifications.

- UTILITY COORDINATION: OWN, Inc. will identify major utilities that may be impacted by the new stormwater improvements and coordinate proposed design with these utilities to identify conflicts and begin communication on steps to be taken to alleviate conflicts. It is assumed that exhibits and onsite meetings will be needed to acquire a higher level of detail as well as to discuss proposed solutions with affected utilities.
    - Utilities Exhibits (up to **3**)
    - Additional Site Visits (up to **2**)

- ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COSTS: OWN will prepare a detailed estimate of probable costs for construction based on the 30% design milestone. The Client understands that costs are based on the best available data we have and are not a guarantee of bid pricing or ultimate construction costs. The Engineers Estimate of Probable Cost will include an appropriate design contingency value based on the 30% design documents.

CIVIL ENGINEERING - 60% PLAN DESIGN — TIME AND MATERIALS $51,100.00

- INITIAL SITE DEMOLITION PLAN: Provide a demolition plan of existing site features such as pavement, curbs, trees, driveways, mailboxes, sidewalks, etc. (as applicable).

- 60% STORMWATER DESIGN: Provide a more detailed stormwater design for the new stormwater management and collection system for the Sunnyvale community. The design will include more detailed pipe layout and sizing as well as initial culvert design with accompanying calculations. The stormwater design will also include utility locations, sidewalks, access ways, proposed stormwater management outfall points as well as continued development of the FEMA floodplain model. These design plans will include.
    - Basic Plan and Profile with notes
    - Cover sheet w/quantities
    - Pipe type and initial sizing will be designed based on City standards
    - Inlet and Outflow locations
    - Details
    - Coordination meeting with City Staff for approval prior to proceeding with 90% Plan Design.

- UTILITY COORDINATION: OWN, Inc. will continue having open communication with all major utilities that may be impacted by the new stormwater improvements and coordinate proposed design with these utilities to identify conflicts. It is assumed that additional exhibits and onsite meetings will be needed to acquire a higher level of detail as well as discuss proposed solutions with affected utilities. **At this stage it is assumed that OWN, Inc will be able to coordinate potholing of several existing utilities utilizing City of Joplin equipment and staff. An additional supplementary agreement can be provided for potholing if to be done by others.**
    - Utilities Exhibits (up to **3**)
    - Additional Site Visits (up to **3**)

- SITE SUPPLEMENTAL ASSISTANCE: During the development of the site plans, it is assumed that several iterations of the Right-of-Way exhibits will need to be developed. Additionally, it is assumed that site visits will be required to acquire a higher level of detail as the design and plans are being developed.
    - Right-of-Way/Easement Exhibits (up to **3**)
    - Additional Site Visits (up to **3**)

CIVIL ENGINEERING - 90% PLAN DESIGN — TIME AND MATERIALS $50,300.00

- PROPOSED DRAINAGE STUDY: A drainage study of the proposed conditions for the Sunnyvale community that will be required to determine the size and expanse of the stormwater improvements. This Study will include the following:
    - Master Planning of project boundary areas to be developed
    - Short and Long term BMP Layout and design necessary to satisfy master plan layout of project boundary areas
    - Creation of Report summarizing results
    - Calculation tables and exhibits needed for report
    - Proposed Improvement Drainage Report
    - Comparison of Existing to Proposed Drainage Study

- 90% STORMWATER DESIGN : Provide a stormwater design for the new stormwater management and collection system for the Sunnyvale community. The design will include detailed pipe layout and sizing as well as detailed culvert design with accompanying calculations. The advanced site design will also include utility locations, sidewalks, access ways, proposed stormwater management outfall points with completed designs as well as continued coordination and final development of the FEMA floodplain model. These stormwater design plans will include.
    - Detailed Plan and Profile with notes
    - Cover sheet w/quantities
    - Pipe type and preferred sizing will be designed based on City standards

- Inlet and Outflow locations and Designs
- Stormwater Calculations
- Details
- Coordination meeting with City Staff for approval prior to proceeding with final construction drawings.

- UTILITY COORDINATION: OWN, Inc. will continue having open communication with all major utilities that may be impacted by new stormwater improvements and coordinate final design with these utilities to seek their approval and to identify any remaining conflicts. It is assumed that additional exhibits and onsite meetings will be needed to acquire a higher level of detail as well as to discuss proposed solutions with affected utilities
  - Utilities Exhibits (up to **2**)
  - Additional Site Visits (up to **1**)

- ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COSTS: OWN will prepare a refined detailed estimate of probable costs for construction based on the 90% design milestone. The Client understands that costs are based on the best available data we have and are not a guarantee of bid pricing or ultimate construction costs. The Engineers Estimate of Probable Cost will include an appropriate design contingency value based on the 90% design documents.

CIVIL ENGINEERING - FINAL CONSTRUCTION DRAWINGS	TIME AND MATERIALS $31,100.00

- COVER SHEET WITH GENERAL CONSTRUCTION NOTES: Provide a cover sheet that contains general construction notes as well as general project location, project information and owner information.

- SITE DEMOLITION PLAN: Provide a demolition plan of existing site features such as pavement, curbs, trees, driveways, mailboxes, sidewalks, etc. (as applicable).

- SITE LAYOUT PLAN: Provide a site layout and geometry plan for the proposed Stormwater Improvements. The Site Layout will show the entire area of proposed improvements. The site layout includes general utility locations, sidewalks, access ways and associated details and specifications.

- GRADING PLAN: Provide a grading plan. Finished grades will include spot elevations, as applicable, for back of curb, gutter flow line, new drainage inlets, new pavement, and grading at one foot contour intervals for the proposed project.

- FINAL STORMWATER DESIGN: Provide a site design for the new stormwater improvements for the Sunnyvale community. The Final Stormwater design will include pipe layout and sizing as well as detailed culvert design with accompanying calculations. The final stormwater design will also include utility locations, sidewalks, access ways, proposed stormwater management outfall points with completed designs as well as final design calculations and FEMA floodplain modeling. These plans will include:
  - Detailed Plan and Profile with notes approved and sealed by EOR
  - Cover sheet w/quantities
  - Pipe type and preferred sizing will be designed based on City standards
  - Inlet and Outflow locations and Designs
  - Stormwater Calculations
  - Stormwater Report approved and sealed by EOR
  - Details
  - Submittal to City for approval

- DRAINAGE STUDY COMPARISON: Provide a detailed narrative describing improvements with applicable before and after comparisons of key information showing the benefits of the designed improvements.

- CONSTRUCTION STAGING DETAILS: Provide a detailed and dedicated area for contractors to store and stage materials needed for construction.

- CONSTRUCTION DETAILS: Provide general construction details for the site consisting of pavement details, stormwater pipes, erosion control, trenching & bedding etc.

- ENGINEERS ESTIMATE OF PROBABLE CONSTRUCTION COSTS: OWN will prepare a refined detailed estimate of probable costs for construction based on the Final Construction Drawings. The Client understands that costs are based on the best available data we have and are not a guarantee of bid pricing or ultimate construction costs. The Engineers Estimate of Probable Cost will include an appropriate inflation factor based on discussions with City of Joplin staff.

CIVIL ENGINEERING-FEMA FLOODPLAIN MODELING & PERMITTING	TIME AND MATERIALS $32,100.00

- FEMA PERMITTING AND MODELING: The project is located adjacent to a Federal Emergency Management Agency (FEMA) delineated floodplain along Silver Creek Tributary 2. The stormwater improvements located within the floodplain will need to be evaluated for any impacts on the base flood elevation. Silver Creek Tributary 2 has been modeled with a Letter of Map Revision effective date of 06-03-2021. It is OWN's assumption that we will be able to obtain this model from either The City of Joplin or Missouri's State Emergency Management Agency (SEMA). The Silver Creek Tributary 2 watershed encompasses the entire Sunnyvale neighborhood with a drainage area of 1.05 square miles. Once a model is obtained for the Silver Creek Tributary 2 existing conditions, it will be checked to ensure accuracy. Then the proposed conditions will be modeled and compared to the existing conditions. Stormwater improvement designs will also be modeled within AutoCAD to determine the most beneficial approach.

- OWN will work with the City of Joplin to obtain local floodplain development permits for any work within the floodplain boundary. FEMA permitting will not be included in this project at this time due to it not being required based on the stormwater improvements that are proposed.

PROJECT MEETINGS	TIME AND MATERIALS $16,900.00

- MILESTONE DESIGN MEETINGS: OWN will coordinate review meetings with the City at the 30, 60, and 90 percent milestones. OWN assumes the 30 percent meeting will be a closed meeting and only City of Joplin staff and OWN staff will be in attendance. OWN assumes the 60 and 90 percent meetings will be open meetings and will require additional coordination to ensure the public has acceptable notice of meeting. OWN anticipates a duration of 3 hours for these meetings and that they will be attended by 4 OWNers including the Engineer of Record, Client Manager, Project Manager, and Project Coordinator.
- BI-WEEKLY DESIGN MEETINGS: OWN assumes there will be a need for bi-weekly design meetings with the City of Joplin to maintain communication of progress and identify any trouble areas and how to effectively address any issues. OWN assumes weekly design meetings will run for the design life (26 weeks) of the Project. These bi-weekly meetings are assumed to be one (1) hour in duration and will be attended by a Design Engineer and a Project Coordinator.

- CONSTRUCTION MEETINGS: OWN will attend bi-weekly construction meetings for the duration of the construction process (assumed 26 weeks). These meetings are anticipated to be one (1) hour per meeting and will be attended by a Project Coordinator and the Engineer of Record.

BIDDING PROCUREMENT	TIME AND MATERIALS $31,400.00

- BIDDING DOCUMENT PREPARATION SERVICES: OWN will work with the City to prepare documents for the public bidding process associated with the Sunnyvale stormwater management and collection system. OWN's services include preparation of the City of Joplin's standard bid packet, preparation of a notice to bidders, and preparation of bid tabulation sheet. OWN will place appropriate notices in local newspapers and bidding services known to provide data to the contractors in the area. Bidding document preparation assumes and will include the following:
    - One (**1**) Pre Bid Meeting
    - One (**1**) Bid Opening

- One (**1**) Final Punch List Walk Through
- Standard City of Joplin Bid Package
- Bid Tabulation Sheet

- BIDDING ASSISTANCE SERVICES: OWN will provide responses to RFI's, prepare a bid tab and bid analysis to present to the Client and provide award notification to the lowest and best bidder. Bidding Assistance assumes and will include the following:
  - Bid Tabulation Sheet
  - Five (**5**) RFIs
  - Five (**5**) Submittals

GIS-PROJECT MANAGEMENT AND SHAPE FILE DELIVERABLES	TIME AND MATERIALS $19,400.00

- GIS MAPPING: OWN will provide GIS services for the Sunnyvale stormwater management and collection system to the Client. The GIS services will be uploaded to the Sunnyvale GIS map and will include:
  - Geotagged pictures taken in the field.
  - Creating and updating a notes point layer to the map; Enabling important field-collected information to be highlighted and viewed.
  - CAD designs allowing the City of Joplin and OWN to view design changes and updates on the map.
  - Certain field-collected information from the OWN survey team. The field-collected information includes, but is not limited to, contours and existing utilities. This information also includes relevant attribute information, such as pipe size and location as well as invert depths and elevation.

- SHAPE FILE DELIVERABLES: Prepare and deliver shapefiles of the CAD designs to the City of Joplin with relevant attribute information such as pipe size and location as well as invert depths and elevation.

CIVIL ENGINEERING - AS-BUILT DRAWINGS	TIME AND MATERIALS $14,900.00

- AS-BUILTS: Improvements that are being designed with this proposal are public in nature and we will need to prepare as-built documents following the competition of construction. OWN, Inc will provide a red line set of construction drawings showing deviations from the final construction drawings as well as RFI adjustments.

CONSTRUCTION SUPPORT SERVICES	TIME AND MATERIALS $70,000.00

- CONSTRUCTION INSPECTION & OBSERVATION: OWN will provide construction inspection services related to the public improvements for the project. Services will be invoiced on an hourly basis in accordance with our standard rates attached. The fees shown for these items are an allowance at this time, with an assumed construction duration of three months (13 weeks). Fees should be adjusted as appropriate once the project schedule is known. Fees will be invoiced hourly for these services. Services are anticipated to include the following:
  - Attending all pre-construction and progress meetings for the project.
  - Maintain regular contact with the City and project Engineer.
  - Reviewing materials, installation methods, and work quality with conformance to the project plans and specifications.
  - Scheduling and overseeing required materials testing to ensure compliance with the project documents.
  - Maintaining daily work reports including weather, project work, project progress, material quantities, and materials testing performed.
  - Checking contractor's construction layout for general conformance with the approved plans.
  - Meeting with City staff or Engineer as needed or requested.
  - Participating in a final walk through upon project completion.

- CONSTRUCTION MATERIALS TESTING: Provide construction materials testing services as required for the project or as deemed necessary by the project construction inspector. Services will be invoiced on an hourly

basis in accordance with our standard rates attached. The fees shown for this item are an allowance at this time, with an assumed construction duration of three months. Fees should be adjusted as appropriate once the project schedule is known. Fees will be invoiced hourly for these services. Services are anticipated to include the following:

- Laboratory testing of construction materials
- Subgrade evaluation
- Structural fill and backfill - density and moisture monitoring
- Concrete testing for stormwater upgrades, roadways, driveways, and curb and gutter

TOTAL FEE FOR THE ABOVE SERVICES	TIME AND MATERIALS $540,200.00

Reimbursable Expenses
Reimbursable expenses are typically paid upfront by OWN unless otherwise specified by the Client. Please note that the Client shall be responsible for all reimbursable expenses incurred during the project, including a 15% markup on up-front reimbursable expenses if required to be paid by OWN. Typical reimbursable expenses may include travel, mileage, printing, delivery or courier services. The Client is responsible for City submittal fees, City review fees, state submittal fees, state review fees, permit fees, etc.

Assumptions
OWN has made several assumptions in the preparation of this proposal. These assumptions and subsequent explanations are as follows.

- OWN assumes that the Client will set up weekly coordination meetings for the design life of the project. These weekly meetings will be billed at time and materials per OWN's standard hourly rates.
- OWN assumes that all right-of-ways, easements, property ownership issues, and private utilities affecting the project will be provided by the Client to OWN. OWN will make a Utility Locate call to identify public utilities; however, OWN assumes that all public utilities will be located accurately by the Utility Locator. OWN also assumes that all private utilities will be marked properly by the owner. OWN can not be held liable for any mis-marked or unmarked utilities, which may result in plan revisions, project delays, change orders, and/or additional services.
- Dry utility connection points shown on OWN's plans are approximate unless OWN has received specific information from the Client or utility company as to the actual connection location. OWN suggests that the Client begin its service requests with the utility companies early in the planning and design process to avoid unacceptable service connection locations.
- Any available construction details as well as prior approved plans for similar facilities that the Client has in its possession will be provided to OWN.
- Construction documents will be prepared based on direction from the owner and the final site plan being determined prior to the preparation of these documents. Any significant changes or building modifications at this stage will be considered additional services.
- Any existing easements, covenants, restrictions or encumbrances that affect the subject property shall be provided to OWN by the Client if such encumbrances are to be made a part of the site survey.
- OWN does not anticipate any site retaining walls on this project. OR if included, retaining wall structural design and global stability is by others.

Additional Service Items
Should the Client request work not specifically described and included in this Agreement, such as additional services, OWN shall provide the Client with a written scope and fee for these services. OWN shall not commence work on additional services without Client's prior approval in writing or as otherwise authorized.

The following services, in addition to any items not specifically listed in our scope of services, can potentially be provided by OWN but are not included herein:

- ALTA Survey
- Platting
- Construction Staking
- Photogrammetry
- Hydrographic Survey
- LiDAR Surveying
- Public Water, Sewer, Street and Sanitary Plans
- Community Engagement
- CLOMR-F/LOMR-F
- Rezoning Plans
- Color Renderings
- SWPPP Inspections
- Pavement Design
- Permitting
- Traffic Study or Impact Analysis
- Phase 1 Environmental Site Assessment Report
- Geotechnical Report
- Drilling
- Structural Engineering or design for Retaining Walls
- Environmental and Asbestos Reports
- Landscape Architecture/Landscape Plan
- Submittal Fees
- Site Plan details including, but not limited to, pavement sections, sidewalk detail, handicap parking signs, striping
- Utility Plan
- Landscape Plans
- Sidewalk design along public ROW or fee in lieu of construction of sidewalk
- Application, permit fees or bonds
- Cost Estimates, bid forms, or bid documents
- Plan or review compliance with local governmental agencies for items not identified in the Scope of Services above

COMPENSATION

Compensation for OWN's services shall be hourly services in accordance with the current OWN, Inc. Fee Schedule attached hereto. The OWN, Inc. Fee Schedule is subject to adjustment on an annual basis from the date of this agreement. Reimbursable expenses are in addition to the amounts shown herein.

These financial arrangements are proposed with the assumption that Project invoices will be paid promptly and the Project will progress orderly and continuously. Invoices are due upon receipt regardless of whether the Client has been, or is to be, reimbursed by any other party. In the event Client disputes any invoice item, Client shall give OWN written notice of such disputed item within five (5) days after receipt of such invoice and shall pay to OWN the undisputed portion of the invoice according to the General Conditions hereof. A service charge of 1.5% per month is assessed on accounts 45 days past due.

SCHEDULE FOR SERVICES

Unless otherwise agreed, OWN would expect to begin performing its services under this Agreement promptly upon Client signature with a mutually agreed schedule thereafter, exclusive of delays beyond OWN's control.

TERMS AND CONDITIONS

1. General Conditions and our Fee Schedule (if hourly) are provided for Client review and approval and are made part of this Agreement. OWN's fee schedule is subject to annual calendar year adjustments.

2. Due to the very limited benefit OWN will derive from this Project compared to that of other parties involved, including CLIENT, CLIENT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW TO LIMIT THE TOTAL LIABILITY OF OWN, INC. TO CLIENT, OR ANY OTHER PARTY USING OR RELYING ON OWN's WORK, FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE WORK, THE PROJECT, OR THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF AGREEMENT, TO THE GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES UNDER THIS AGREEMENT OR AN AGGREGATE TOTAL OF $25,000 FOR ALL PARTIES, WHICHEVER IS THE GREATER.

The Agreement represents the entire understanding between Client and OWN with respect to the Project and may only be modified in writing signed by both parties. This proposal will be open for acceptance for a period of thirty (30) days from the date set forth above, unless changed by OWN in writing. **The City's contractual language will govern in the case of any contradictory statements between this document and the City's agreement or work authorization.**

Thank you for the opportunity to provide professional services for this project, we look forward to working together again. Let us know if you have any questions or need any additional information. Please sign in the space provided and return an executed original to OWN.

Sincerely,

OWN, Inc.

Joshua Oathout
Office Leader

Blake Rourick
Land Development Department Manager

The signer below acknowledges they have full authority to bind the Client to this Agreement. The signature indicates authorization to proceed and that the Client has reviewed and accepted this Letter of Agreement for Professional Services and General Conditions.

City of Joplin

Signature: _____

Name: _____

Title: _____

Date: _____

Client Representative (if different from above): _____

Client Accounts Payable Information

AP Contact Name:_____ AP Contact Phone Number: _____

AP Email Address: _____

SITE MAP



Proposed Project Boundary

Engineering beyond.™

ATTACHMENT NUMBER ONE
OWN, Inc. Fee Schedule

THIS SCHEDULE IS PREPARED AS A METHOD OF CHARGING FOR SERVICES ON A UNIT AND HOURLY BASIS. THE RATES ARE BASED UPON THE SKILL AND KNOWLEDGE OF OUR PERSONNEL. INVOICES WILL BE SUBMITTED MONTHLY AND/OR UPON COMPLETION OF SERVICES. PAYMENT IS DUE ON RECEIPT OF THE INVOICE. ACCOUNTS OVER FORTY-FIVE DAYS ARE SUBJECT TO A 1 1/2% MONTHLY SERVICE CHARGE. SERVICES WILL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARD METHODS UTILIZING PROPERLY TRAINED, REGISTERED, LICENSED, OR CERTIFIED PERSONNEL AS REQUIRED. HOWEVER, WE CANNOT ASSUME RESPONSIBILITY FOR CONSTRUCTION METHODS, SITE SAFETY, MATERIALS, PROCEDURES, PRODUCTS, OR ACTIONS OF OTHERS. THIS SCHEDULE IS SUBJECT TO ANNUAL CALENDAR YEAR ADJUSTMENTS.

OWN, INC., BY _____ EFFECTIVE: 01/01/2024 THRU 12/31/2024

JERROD HOGAN, PLS, CEO

BASIC CHARGES

PERSONNEL (HOURLY RATES):

SENIOR PROJECT MANAGER	$231 - $243	FIELD/LABORATORY TECHNICIAN	$64 - $107
PROJECT MANAGER	$210 - $220	DRILLING TECHNICIAN	$64 - $107
SENIOR PROJECT ENGINEER	$219 - $235	PROJECT INSPECTOR	$94 - $171
PROJECT ENGINEER	$165 - $199	STRUCTURAL STEEL INSPECTOR	$131 - $152
SENIOR CIVIL ENGINEER	$189 - $230	IBC FIRESTOP INSPECTOR	$131 - $152
CIVIL ENGINEER	$118 - $172	AWS CERTIFIED WELD INSPECTOR	$131 - $152
SENIOR CIVIL DESIGNER	$173 - $190	ASNT TC-1A ULTRASONIC, MAG	$131 - $152
CIVIL DESIGNER	$96 - $157	PARTICLE & DYE TESTING - LEVEL II	$124 - $145
SENIOR CIVIL CAD TECHNICIAN	$156 - $172	PROJECT SURVEYOR	$163 - $182
CIVIL CAD TECHNICIAN	$87 - $142	ASSOCIATE SURVEYOR	$107 - $137
CIVIL TECHNICIAN	$96 - $132	SENIOR SURVEY CAD TECHNICIAN	$126 - $142
SENIOR STRUCTURAL ENGINEER	$185 - $227	SURVEY CAD TECHNICIAN	$87 - $111
STRUCTURAL ENGINEER	$132 - $173	SURVEY CREW CHIEF	$96 - $139
SENIOR BRIDGE ENGINEER	$185 - $227	SURVEY TECHNICIAN	$73 - $119
BRIDGE ENGINEER	$132 - $173	ONE PERSON SURVEY CREW	$154 - $174
SENIOR STRUCTURAL DESIGNER	$167 - $184	TWO PERSON SURVEY CREW	$196 - $213
STRUCTURAL DESIGNER	$113 - $152	THREE PERSON SURVEY CREW	$260 - $273
STRUCTURAL TECHNICIAN	$101 - $146	FOUR PERSON SURVEY CREW	$324 - $344
BRIDGE TECHNICIAN	$101 - $146	SENIOR GIS TECHNICIAN	$161 - $180
SENIOR GEOTECHNICAL ENGINEER	$181 - $224	GIS TECHNICIAN	$111 - $142
GEOTECHNICAL ENGINEER	$132 - $163	OFFICE LEADER	$244 - $258
SENIOR PROJECT GEOLOGIST	$161 - $180	DEPARTMENT MANAGER	$195 - $245
PROJECT GEOLOGIST	$127 - $149	CLIENT MANAGER	$161 - $180
SENIOR ENVIRONMENTAL SPECIALIST	$163 - $182	SENIOR PROJECT COORDINATOR	$140 - $161
ENVIRONMENTAL SPECIALIST	$129 - $151	PROJECT COORDINATOR	$80 - $124
SENIOR FIELD/LABORATORY TECHNICIAN	$131 - $152	INTERN	$86 - $104

EXPENSES & EQUIPMENT CHARGES:

VEHICLE (3/4 TON OR LESS)	$0.91/MILE	GPS	$375.00/DAY
VEHICLE (SUBURBAN & 1 TON)	$0.98/MILE	ROBOTIC TOTAL STATION	$375.00/DAY
WATER TRUCK PER DAY +	$100/DAY	DRONE	$590.00/DAY
WATER TRUCK PER MILE	$0.95/MILE	COPIES	$0.20/EACH
LIDAR SCANNER	$802.50/DAY	PRINTING PLANS	$0.70/SF +TIME
MOBILE LIDAR $5,000 MINIMUM	$1,000.00/DAY		

REIMBURSABLES:

COST PLUS 15% - TRAVEL EXPENSES (INCLUDING MEAL & LODGING), OUTSIDE PRINTING, CONSUMABLE MATERIALS AND SUBCONTRACTOR EXPENSES.

OVERTIME (OVER 8 HOURS PER DAY OR SATURDAY, SUNDAY, AND HOLIDAY WORK OR OUTSIDE OF NORMAL HOURS 6PM-6AM)

1.5 TIMES THE HOURLY RATE

HOURLY RATES:

APPLY TO MEETINGS AND TRAVEL TIME

DEPOSITION OR COURT TESTIMONY:

1.5 TIMES THE HOURLY RATE

MINIMUM CHARGE:

2 HOURS OF TECHNICIAN TIME PER JOB SITE VISIT, EXCEPT FOR CYLINDER AND SAMPLE PICK UP.

HAZARDOUS OPERATION CHARGE:

FOR LEVEL C: 1.5 TIMES THE BASIC CHARGE; FOR LEVEL A & B: 2 TIMES THE BASIC CHARGES

FIELD TESTING AND INSPECTION CHARGES:

FIELD DENSITY (COMPACTION TEST)	BASIC CHARGES +	$17.50 /EACH
CONE PENETROMETER	BASIC CHARGES +	$22.50 /EACH
FLOOR FLATNESS EQUIPMENT	BASIC CHARGES +	$367.00 /EACH
DYNAMIC CONE PENETROMETER	BASIC CHARGES +	$36.50 /EACH
CORING EQUIPMENT CHARGES	BASIC CHARGES +	$146.50 /DAY
MAGNESIUM STRAIGHT EDGE	BASIC CHARGES +	$64.50 /DAY
ROLLING STRAIGHT EDGE	BASIC CHARGES +	$292.50 /DAY

LABORATORY TEST CHARGES

AGGREGATES (ASTM)

	UNIT CHARGE
L.A. ABRASION, SMALL AGG. (C131)	$186.50
L.A. ABRASION, LARGE AGG. (C535)	$227.50
SULFATE SOUNDNESS TEST (C88): 5-CYCLE	$313.50
SULFATE SOUNDNESS TEST (C88): 10-CYCLE	$437.00
SULFATE SOUNDNESS TEST (C88): 20-CYCLE	$618.00
SIEVE ANALYSIS, DRY AGG. (C136)	$76.50
SIEVE ANALYSIS (C117)	$93.50
SIEVE ANALYSIS (C117, C136)	$115.50
SPECIFIC GRAVITY, FINE AGG. (C128)	$84.50
SPECIFIC GRAVITY, COARSE AGG. (C127)	$84.50
LIGHTWEIGHT PIECES IN AGG. (C123)	$131.00
ORGANIC IMPURITIES (C40)	$76.50
FLAT & ELONGATED PIECES (D4791)	$115.50
DELETERIOUS MATLS (MODOT TM71)	$101.00
CLAY LUMPS & FRIABLE PARTICLES (C142)	$124.50
DRY RODDED UNIT WEIGHT (C29)	$54.00

MASONRY TESTS (ASTM)

COMPRESSIVE STRENGTH 4” BLOCK	$37.50
COMPRESSIVE STRENGTH 6” BLOCK	$47.00
COMPRESSIVE STRENGTH 8” BLOCK	$64.50
COMPRESSIVE STRENGTH 12” BLOCK	$107.50
COMPRESSIVE STRENGTH MORT/GR CUBE	$17.50
GROUT PRISM	$17.50
MORTAR CYLINDER (2” X 4”)	$17.50
ABSORPTION, MASONRY BLOCK	$62.50
LINEAR SHRINKAGE (SET OF 3)	$468.50

BITUMINOUS TESTING

ASPHALT CONTENT	$140.00
ASPHALT CONTENT & AGG. GRADATION	$234.00
SIEVE ANALYSIS EXTRACTION	$115.50
MARSHALL TEST, FIELD - 3 PUCKS	$115.50
MARSHALL TEST, LAB - 3 PUCKS	$171.00
RETAINED STABILITY	$264.50
ASPHALT CORE DENSITY, EACH	$37.50
THEORETICAL MAX. DENSITY	$186.50

CONCRETE/ROCK CORE

CORE TRIM & TEST	$62.00
THICKNESS (AASHTO T148/ASTM C174)	$35.25

SOIL TESTS (ASTM)

	UNIT CHARGE
ATTERBERG LIMITS (D4318)	$84.50
ATTERBERG LIMITS - CH (D4318)	$123.00
SWELL TEST, 1/16 TSF (D4546)	$227.50
SWELL PRESSURE (D4546)	$429.50
SHRINKAGE LIMIT (D4643)	$84.50
MOISTURE CONTENT (2216)	$9.50
SIEVE + HYDROMETER	$210.50
HYDROMETER ONLY (D422)	$115.50
USCS CLASSIFICATION	$39.00
PERCENT PASSING #200	$62.50
SPECIFIC GRAVITY (D845)	$107.50
UNCONFINED COMPRESSION	$74.50
UNCONFINED/TRIAXIAL, REMOLDED	$115.50
TRIAXIAL TEST, PP, CU w/PP /POINT	$588.50
ORGANIC MATTER (D2974-C)	$76.50
PENETROMETER	$7.00
SAMPLE PREP, PER HOUR	$74.50
SHELBY TUBE DENSITY	$47.00
RESISTIVITY, 1 POINT	$90.50
RESISTIVITY, MINIMUM	$104.00
Ph	$76.50
CONSOLIDATION TEST, TO 8 TSF	$593.50
CONSOLIDATION TEST, >8 TSF 1 POINT	$76.50
CALIFORNIA BEARING RATIO, LAB, /PNT	$176.50
PERMEABILITY, FALLING HEAD 4” MOLD	$560.00
PERMEABILITY, FLEXIBLE WALL	$647.50
PERMEABILITY CONSTANT HEAD	$560.00
PERMEABILITY, FALLING HEAD UNDISTURBED	$677.00

LABORATORY COMPACTION TESTS

MOISTURE DENSITY RELATIONSHIP	
STD. PROCTOR (D698), MTH. A & B	$224.00
STD. PROCTOR (D698), MTH. C	$264.50
STD. PROCTOR (D698), 1 POINT	$78.50
MOD. PROCTOR (D1557), MTH. A & B	$274.00
MOD. PROCTOR (D1557), MTH. C	$370.00
MOD. PROCTOR (D1557), 1 POINT	$87.00
RELATIVE DENSITY	$561.00

CONCRETE TESTING

4” X 8” OR 6” X 12” TEST MOLD	$2.75
6” X 12” CYLINDER, TESTED AND MOLD	$21.25
4” X 8” CYLINDER, TESTED AND MOLD	$15.00
SAW CONCRETE CYLINDER	$37.00
BEAM FLEXURAL STRENGTH	$52.00
CONCRETE BEAM, NOT TESTED	$29.50
SAMPLE PREP, CLIENT MADE (5 CYLS.)	$42.50

DRILLING SERVICES CHARGES:

ENGINEER, STANDBY TIME, STAKEOUT CREW & OFFICE PERSONNEL	BASIC CHARGES +
MILEAGE - CME 75 RIGS ($100 MINIMUM)	$4.50 /MILE
MILEAGE - CME 550 RIGS ($150 MINIMUM)	$5.00 /MILE
CME 55 DRILL RIG AND TWO PERSON CREW	$260.50 /HOUR
CME 75 DRILL RIG AND TWO PERSON CREW	$304.00 /HOUR
CME 550 DRILL RIG AND TWO PERSON CREW	$304.00 /HOUR
CORE BIT CHARGE	$8.56 /FOOT
ROCK CORE SET UP	$107.00 /BORING
DECONTAMINATION EQUIPMENT	$206.50 /DAY
GROUT MACHINE	$344.50 /DAY
PLUG & BACKFILL BORINGS (UP TO 20 FT. DEPTH)	$16.00 /EACH
ALL-TERRAIN DRILL RIG RENTAL SURCHARGE	$441.50 /DAY
CME 75 EQUIPMENT RENTAL SURCHARGE	$294.50 /DAY
WATER TRUCK TANK & EQUIPMENT SURCHARGE	$111.00 /DAY
RESISTIVITY, FIELD TESTING, EQUIPMENT	$357.50 /DAY
MINIMUM DRILLING CHARGE	$1,619.00 /DAY

DRILLING ITEM:	DEPTH:				
	0' TO 20'	20' TO 40'	40' TO 60'	60' TO 100'	100' TO 150'
SOIL OVERBURDEN, 4 IN. AUGER	$11.35	$12.70	$14.00	$15.75	-
SOIL OVERBURDEN, 6 IN. HS AUGER	$13.70	$15.75	$17.00	$19.00	-
SOIL OVERBURDEN, 8 IN. HS AUGER	$13.70	$17.00	$20.70	$24.15	-
SOIL OVERBURDEN, 10 IN. HS AUGER	$15.75	$24.15	-	-	-
SOIL OVERBURDEN, 12 IN. HS AUGER	$19.00	$24.15	-	-	-
ROCK PENETRATION	$42.45	$47.45	$50.50	$58.80	$86.60
NQ CORING	$55.20	$58.80	$66.25	$76.25	-
STANDARD PENETRATION TEST	$31.35	$39.05	$47.85	$55.20	-
3IN. SHELBY TUBES	$39.05	$47.85	$55.20	$63.50	-

NOTE:

A HIGHER PRICE WILL APPLY WHEN THERE IS AN INCREASED RISK OF LOSING AUGERS OR BREAKING CORE BARRELS.

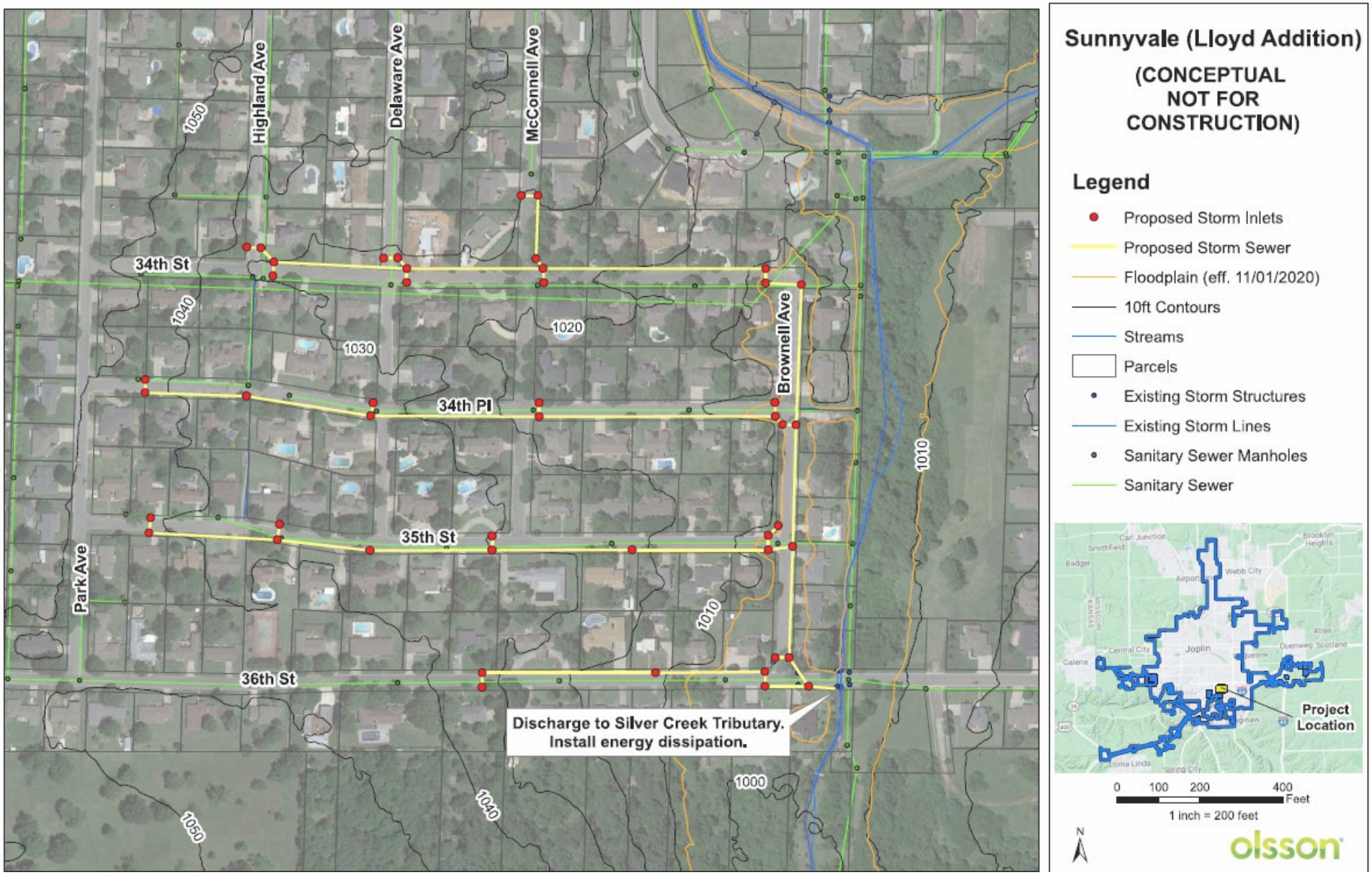
OWN

Engineering beyond.™

Average of Evaluator Scores

Selection Criteria		AMA	Earles	Olsson	OWN
Project Understanding					
Demonstrated responsiveness in the Submittal, including a clear understanding of the work to be performed, as outlined in the scope of service	***20*** *Points Possible*	17.7	16.7	17.7	19.0
Consultant's Relevant Experience					
The Firm's overall experience with similar projects.	***20*** *Points Possible*	17.7	16.3	18.0	18.3
Project Team					
Qualifications of staff to be assigned, education, position in firm and years experience will be considered.	***30*** *Points Possible*	25.3	20.3	26.3	27.0
Approach					
Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.	***30*** *Points Possible*	28.0	21.7	25.0	28.0
TOTALS:	100	88.7	75.0	87.0	92.3

	AMA	Earles	Olsson	OWN
Rankings	2	4	3	1



CB 2024-118 Exhibit Map –

Sunnyvale Stormwater Improvements

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-121 Work Authorization with Allgeier Martin and Associates, Inc. for Design, Bidding, Construction and Professional Engineering Consulting Services for the Tin Cup Lift Station & Pressure Line Improvements Project.

MEETING DATE
June 3, 2024

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
Ordinance; Work Authorization AMA-OC-024-007; Exhibit Map

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

SUMMARY
This Council Bill approves a work authorization with AMA, Inc. for the Tin Cup Lift Station & Pressure Line Improvements Project in the not to exceed amount of Two Hundred Thirty Thousand and 00/100 Dollars ($230,000.00)

BACKGROUND
The 2020 Wastewater Facility Plan, prepared by AMA, recommended certain upgrades to the Tin Cup Lift Station, along with completion of the parallel force main between the Tin Cup and Filmore Bridge lift stations-both of which will increase the pumping capacities of these lift stations. At this point, the design of the lift station expansion for additional pumps is complete and is ready for bid; the design of the force main's connection to existing structures is nearly complete. Because time is of the essence, the portion of the new force main where easements have already been secured will be bid at the same time as the lift station upgrades. The attached Exhibit map shows the 5,000 feet of new parallel force main piping for AMA's project. (The remainder of the force main between these two lift stations will be handled in a future project.) AMA's fees in this WA include final design, along with bidding and construction phase services. Approving this council bill is another step toward enabling City staff to ultimately switch flows into a new force main, evaluate the old force main, and plan rehabilitation efforts. Also, this project will help reduce the frequency of sanitary sewer overflows upstream of the lift station, along Glendale Road. AMA was selected as the most qualified on-call consultant to provide engineering services for this project. The consultant's fees are within industry standards for these services.

FUNDING SOURCE
This is included in the FY 2024 Budget in the Sewer Fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on First Reading.

COUNCIL BILL NO. 2024-121 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier Martin and Associates, Inc. in the not to exceed amount of Two Hundred Thirty Thousand and 00/100 DOLLARS ($230,000.00) for engineering services associated with the Tin Cup Lift Station & Pressure Line Improvements Project authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier Martin and Associates, Inc. in the not to exceed amount of Two Hundred Thirty Thousand and 00/100 DOLLARS ($230,000.00), for engineering services associated with the Tin Cup Lift Station & Pressure Line Improvements Project on behalf of the City of Joplin; a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of June 18, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sewer Fund to pay the amounts called for through this work authorization.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chad Weller, PLS Assistant Director of Public Works for Operations		Attention: Mr. Jared Nichols, P.E. Vice President	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820 x 1560	Fax: 417-625-4738	Project: Tin Cup Lift Station and Pressure Line Improvements	

WORK AUTHORIZATION NUMBER __AMA-OC-024-007__
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-024-007 exceed the sum of Two Hundred Thirty Thousand and 00/100 Dollars ($230,000).

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

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

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Jared Nichols

Title: Vice President

Date: 05/20/2024

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-024-007 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Tin Cup Lift Station and Pressure Line Improvements)

1. SERVICES

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

1.1 General

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

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

1.1.3 In general, the Project consists of additional pumps, piping, and electrical upgrades at the lift station, and the addition of 5,000 LF of parallel 24" force main.

1.1.3.9 Design of improvements for integration at the existing facilities.

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

1.1.3.11 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part-time with an estimated construction duration of 12 months. 12 months x 4 wks/mo x 20 hrs/wk = 960 hours

1.2 Design Phase

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

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

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

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

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

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

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

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

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

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

1.3 Bidding and Construction Phase

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

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

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

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

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

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

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

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

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

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

passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

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

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

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

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's

superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or

directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2024-2026"; with a total compensation ceiling of $230,000 as set forth in Work Authorization Number AMA–OC-024-007 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Design Phase Engineering Services	$50,000
Bidding and Construction Phase Engineering Services	$60,000
Resident Project Representation	$120,000
Total Estimated Maximum Fee – All Services	$230,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2024-2026

LABOR RATES

Classification	Hourly Billing Rate 01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026
Principal/Engineer VI	$289	$302	$316
Principal/Engineer V	$257	$269	$281
Principal/Engineer IV	$233	$243	$254
Principal/Engineer III	$215	$224	$234
Project Manager/Engineer II	$190	$199	$208
Project Manager/Engineer I	$173	$181	$189
Technician IV	$157	$164	$172
Technician III/GIS Specialist	$157	$164	$172
Technician III	$133	$139	$145
Technician II	$119	$125	$130
Technician I	$112	$118	$123
Two-Man GPS Survey Crew	$220	$230	$241
One-Man GPS Survey Crew	$173	$181	$189
Three-Man Survey Crew	$240	$251	$262
Two-Man Survey Crew	$190	$199	$208
Registered Land Surveyor II	$203	$212	$222
Registered Land Surveyor I	$179	$187	$195
Survey Crew Member	$91	$95	$99
Right of Way Specialist	$139	$145	$152
Project Representative III	$133	$139	$145
Project Representative II	$119	$125	$130
Project Representative I	$110	$115	$120
Secretary/Assistant	$91	$95	$99
Print Specialist	$91	$95	$99

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

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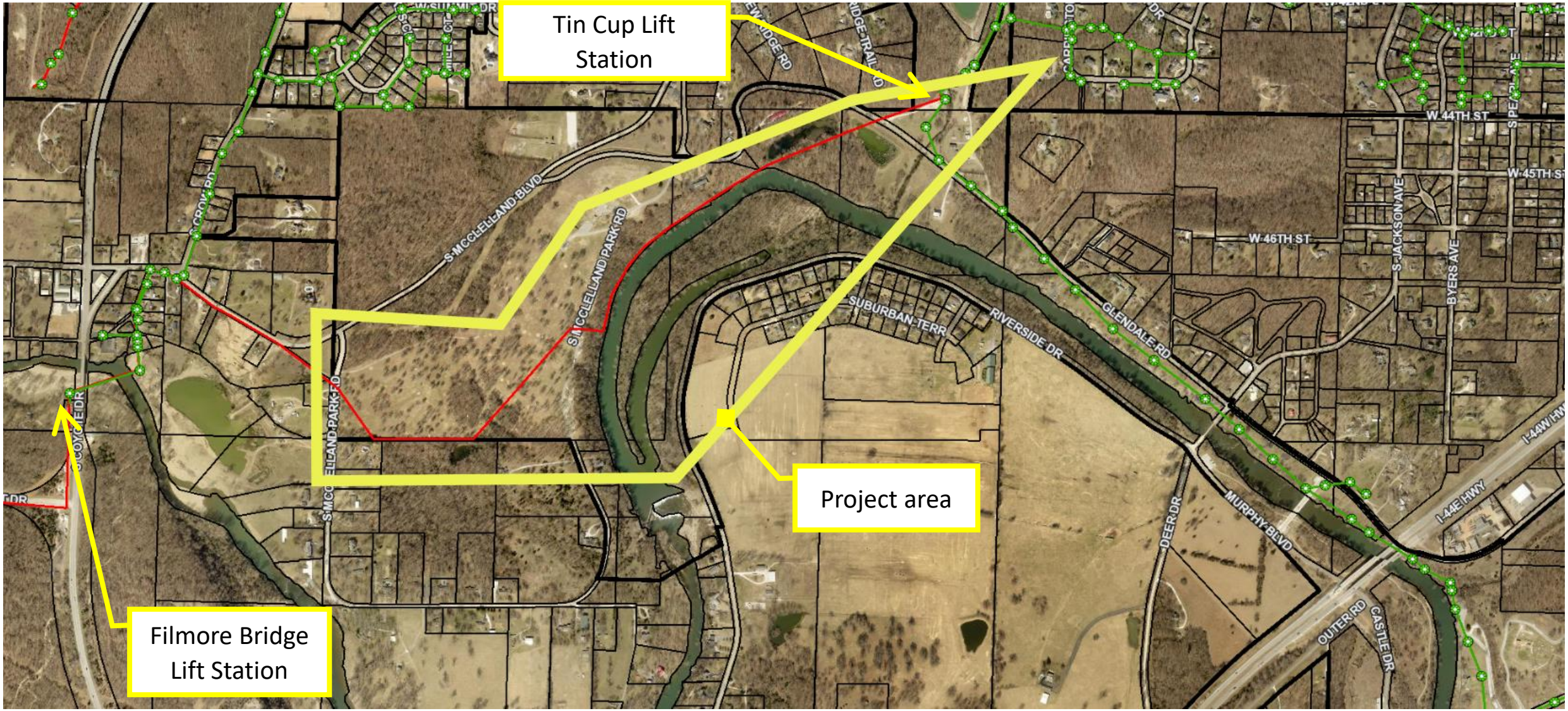
NON-LABOR RATES

Item	Rate
Travel	$0.65 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

Tin Cup Lift Station & Pressure Line Improvements



CB 2024-121 Exhibit Map – Tin Cup Parallel Force Main

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-122 Work Authorization with Allgeier Martin and Associates, Inc. for Design, Bidding, Construction and Professional Engineering Consulting Services for the Turkey Creek WWTP Trickling Filter Replacement.

MEETING DATE
June 3, 2024

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2024-122 Ordinance, Work Authorization

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 a Work Authorization between the City of Joplin and Allgeier Martin and Associates, Inc. to provide professional engineering consulting services in the not to exceed amount of One Hundred Seventy-Five Thousand and 00/100 DOLLARS ($175,000.00) for the Turkey Creek WWTP Trickling Filter Replacement.

BACKGROUND
The Turkey Creek Wastewater Treatment Facility was built in 1985. The facility utilizes four Trickling Filter Towers with corrugated plastic media for biological treatment of the wastewater. The media has now been in service for 35 years. The trickling filter media has a design life of 20 to 30 years. Because of its age, the Turkey Creek WWTP trickling filter media needs to be replaced with new media as soon as possible. AMA was selected as the most qualified on-call consultant because of their familiarity with our wastewater facilities, past and present projects for example, the Shoal Creek Plant Expansion and the 2020 Wastewater Facility Plan.

FUNDING SOURCE
This is included in the FY 2024 Budget in the Sewer Maintenance Fund.

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

COUNCIL BILL NO. 2024-122 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier Martin and Associates, Inc. in the not to exceed amount of One Hundred Seventy-Five Thousand and 00/100 DOLLARS ($175,000.00) for engineering services associated with the Turkey Creek WWTP Trickling Filter Replacement and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier Martin and Associates, Inc. in the not to exceed amount of One Hundred Seventy-Five Thousand and 00/100 DOLLARS ($175,000.00), for engineering services associated with the Turkey Creek WWTP Trickling Filter Replacement on behalf of the City of Joplin; a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of June 18, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-122

I hereby certify that a sufficient amount is available in the Sewer Maintenance Fund to pay the amounts called for through this work authorization.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chad Weller, PLS Assistant Director of Public Works for Operations		Attention: Mr. Jared Nichols, P.E. Vice President	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820 x 1560	Fax: 417-625-4738	Project: Turkey Creek WWTP Trickling Filter Media Replacement	

WORK AUTHORIZATION NUMBER __AMA-OC-024-008__
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-024-008 exceed the sum of One Hundred Seventy-Five Thousand and 00/100 Dollars ($175,000).

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

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

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Jared Nichols

Title: Vice President

Date: 05/20/2024

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-024-008 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Turkey Creek WWTP Trickling Filter Media Replacement)

1. SERVICES

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

1.1 General

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

1.1.2 Coordinate the professional design, bidding, construction phase, and resident project representation services of the improvements project with the OWNER.

1.1.3 In general, the Project consists of replacement of trickling filter media, distribution arms, controls, and electrical.

1.1.3.9 Design of improvements for integration at the existing facilities.

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

1.1.3.11 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part-time with an estimated construction duration of 6 months. 6 months x 4 wks/mo x 40 hrs/wk = 960 hours

1.2 Design Phase

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

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

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

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

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

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

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

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

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

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

1.3 Bidding and Construction Phase

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

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

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

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

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

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

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

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

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

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

passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

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

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

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

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's

superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or

directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2024-2026"; with a total compensation ceiling of $175,000 as set forth in Work Authorization Number AMA–OC-024-008 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Design Phase Engineering Services	$15,000
Bidding and Construction Phase Engineering Services	$40,000
Resident Project Representation Services	$120,000
Total Estimated Maximum Fee – All Services	$175,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2024-2026

LABOR RATES

Classification	Hourly Billing Rate 01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026
Principal/Engineer VI	$289	$302	$316
Principal/Engineer V	$257	$269	$281
Principal/Engineer IV	$233	$243	$254
Principal/Engineer III	$215	$224	$234
Project Manager/Engineer II	$190	$199	$208
Project Manager/Engineer I	$173	$181	$189
Technician IV	$157	$164	$172
Technician III/GIS Specialist	$157	$164	$172
Technician III	$133	$139	$145
Technician II	$119	$125	$130
Technician I	$112	$118	$123
Two-Man GPS Survey Crew	$220	$230	$241
One-Man GPS Survey Crew	$173	$181	$189
Three-Man Survey Crew	$240	$251	$262
Two-Man Survey Crew	$190	$199	$208
Registered Land Surveyor II	$203	$212	$222
Registered Land Surveyor I	$179	$187	$195
Survey Crew Member	$91	$95	$99
Right of Way Specialist	$139	$145	$152
Project Representative III	$133	$139	$145
Project Representative II	$119	$125	$130
Project Representative I	$110	$115	$120
Secretary/Assistant	$91	$95	$99
Print Specialist	$91	$95	$99

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

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NON-LABOR RATES

Item	Rate
Travel	$0.65 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-124 – authorizing a Lease Renewal with TAMKO Building Products, LLC (TAMKO) for a hangar located at the Joplin Reginal Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

MEETING DATE
June 3, 2024

ORIGINATING DEPT
Public Works/Airport

ATTACHMENTS
CB2024-124 Ordinance; Lease Agreement

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 a Lease Renewal between the City of Joplin and TAMKO for a hangar located at the Joplin Regional Airport. It will take effect on June 18, 2024.

BACKGROUND
The City of Joplin and TAMKO entered into a lease agreement on June 9, 2009, for a corporate hangar located at the Joplin Regional Airport. The initial agreement was for a term of 5 years. The agreement was extended for two additional terms of five years each which resulted in the original lease set to expire in June 2024. Both parties have agreed to the terms of a new lease. The details are provided in Exhibit "A".

FUNDING SOURCE
N/A

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

COUNCIL BILL NO. 2024-124 **ORDINANCE NO.**

AN ORDINANCE authorizing a Lease Renewal with TAMKO Building Products, LLC (TAMKO), for a hangar located at the Joplin Regional Airport, authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and TAMKO, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," is hereby approved.

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

Section 3. That this Council Bill shall have an effective date of June 18, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a _____ vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

DocuSign Envelope ID: 16CD9393-6E8B-4C27-94CB-68FC87A6412C

FIRST AMENDMENT TO LEASE WITH OPTION FOR A LEASE RENEWAL

This Lease Renewal ("this Lease Renewal") is made and entered into as of this 20th day of May 2024 ("the Effective Date"), by and between the City of Joplin, Missouri, a Missouri Municipal Corporation ("Lessor"), and TAMKO Building Products LLC, a Delaware limited liability company formerly known as TAMKO Building Products, Inc. ("Lessee"), and with Lessor and Lessee being referred to collectively as "the Parties."

WHEREAS, the Parties entered into a Lease Agreement on or about June 9, 2009, attached hereto and incorporated by reference as Exhibit A ("the Agreement").

WHEREAS, on May 15, 2019, Lessee converted from a Missouri corporation to a Delaware limited liability company and changed its name from TAMKO Building Products, Inc. to TAMKO Building Products LLC.

WHEREAS, the Parties completed the initial term of the Agreement and two (2) five (5) year renewal terms.

WHERAS, the Parties desire to extend the Agreement for another five (5) year term with the option for two (2) renewal terms.

WHEREAS, the Parties wish to amend Sections 4.01, 4.02, and 5.01 of the Agreement to update certain language and the rental amount for the extension and renewal terms.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

The Lease Agreement shall be revised to include new sections as follows:

ARTICLE IV – TERM OF LEASEHOLD

4.01. INITIAL TERM. The initial term of this Lease shall be for a period of five (5) years commencing on July 1, 2024, and ending June 30, 2029.

4.02 OPTIONS TO RENEW. Lessee shall have the option to renew this Lease upon the same terms and conditions for two (2) successive five (5) year terms following the initial term. Lessee shall be required to give written notice to Lessor not less than ninety (90) days prior to the expiration of the preceding term, of Lessee's intent to exercise each option for a renewal term.

ARTICLE V – RENTALS AND FEES

5.01 HANGAR RENTAL FOR INITIAL LEASE TERM. For the Demised Premises leased hereunder, Lessee shall pay to Lessor hangar lease rent in the amount of Two Hundred Twenty

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Thousand, Eight Hundred Fifty-One Dollars, Twenty-One Cents ($220,851.21), to be paid in sixty (60) equal monthly installments of Three Thousand, Six Hundred Eighty Dollars, Eighty-Five Cents ($3,680.85) per month, payable in advance on the 1st day of every month, the first payment being due on July 1, 2024. In the event that Lessee desires to renew this lease as described in Paragraph 4.02, monthly rent due and payable hereunder shall be increased for the next five (5) year renewal term to an amount equal to the sum of the amount of monthly rent payable in the last month of the previous five (5) year term, plus the product of the amount of the monthly rent payable in the last month of the previous five (5) year term multiplied by seven percent (7%). No failure by Lessor to notify Lessee of the amount of the rent increases due hereunder shall relieve Lessee from responsibility for payment thereof and should, through inadvertence, Lessor fail or neglect to notify Lessee of the amount of such rent increases until after the same are to become effective, the same shall become effective retroactive to the date on which the same were to be adjusted, and Lessee shall pay the full amount of any resulting arrearages in a lump sum upon Lessor's demand.

4. All other terms, conditions, and requirements of the Agreement, including the remaining sections of Articles IV and V, shall remain in full force and effect, except as modified by this First Amendment.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI

_____
Nicholas Edwards,
City Manager

ATTEST:

_____
Holly Nagy, City Clerk

TAMKO Building Products LLC

David C. Humphreys
By: David C. Humphreys
Title: Chairman and Chief Executive Officer

FORM REVIEWED BY TAMKO LEGAL DEPARTMENT
Jim Wicks
05-20-2024

ATTEST:

James V. Wicks

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-505 – Approving a TIF Funding Agreement with Woodsonia Joplin, LLC.

MEETING DATE
June 3, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-505 Ordinance; Exhibit "A" Tax Increment Financing Funding Agreement

REVIEWED BY
Department Head: Leslie Haase; Director of Community Development & Neighborhood Improvements: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a Tax Increment Financing (TIF) Funding Agreement with Woodsonia Joplin, LLC.

BACKGROUND
Woodsonia Joplin, LLC. has submitted a preliminary Tax Increment Financing (TIF) Plan for a proposed development for Prospect Village generally located on the former International Paper site south of 20th Street, east of Geneva, and west of Davis Boulevard. With the submission of this preliminary TIF Plan, the City will incur various expenses, such as postage, legal notices, legal costs, and consultant fees. This funding agreement merely requires the developer to make a deposit of $25,000.00 to cover any costs the City incurs in this process. It also makes provisions to allow the City to be able to bill the developer if the costs incurred are more than the amount of the deposit. The agreement further requires an additional payment of $5,000.00 to cover costs associated with city staff time.

Approval of this funding agreement does not approve the proposed TIF Plan. Action on the TIF Plan proposal itself will require future consideration by the TIF Commission and City Council at a later date.

FUNDING SOURCE
Not applicable for this item.

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

COUNCIL BILL NO. 2024-505 ORDINANCE NO.

AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between Woodsonia Joplin, LLC., a Nebraska limited liability company, and the City of Joplin, Missouri; authorizing the City Manager to execute said Agreement on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

WHEREAS, Woodsonia Joplin will be filing a proposed Tax Increment Financing (TIF) Plan for Prospect Village; and,

WHEREAS, the City shall incur various expenses as a result of such plan; and,

WHEREAS, the City Council requires a funding deposit be made to the City by the developer to cover said expenses of the City.

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

Section 1. That the Tax Increment Financing Funding Agreement by and between Woodsonia Joplin, LLC., a Nebraska limited liability company, and the City of Joplin, Missouri, a copy of the same being attached hereto as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized to execute said Agreement on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance shall become effective on June 18, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

TAX INCREMENT FINANCING FUNDING AGREEMENT

THIS TAX INCREMENT FINANCING FUNDING AGREEMENT ("Agreement") is entered into this ____ day of June, 2024, by PROSPECT VILLAGE, LLC (the "Company") and the CITY OF JOPLIN, MISSOURI (the "City").

RECITALS

A. The City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri. The principal office of the City is located at City Hall, 602 South Main Street, Joplin, Missouri 64801.

B. The City created the Tax Increment Financing Commission of the City of Joplin, Missouri (the "Commission") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), and under Ordinance No. 2003-53, adopted by the City Council of the City.

C. The Company is a Nebraska limited liability company with offices at 20010 Manderson Street, Suite 2, Elkhorn, Nebraska 68022.

D. The Commission and the City have been requested by the Company to prepare or consult on the preparation of a tax increment financing plan (the "Plan") within the City, and to consider the Plan in accordance with the Act and, if such Plan is approved by the City, to provide such other services and assistance as may be required to implement and administer the Plan through its completion.

E. The Commission and the City do not have a source of funds to finance costs incurred by them, in the form of additional City staff time; legal, fiscal, planning consultants; direct out-of-pocket expenses and other costs resulting from, services rendered to Company to review, evaluate, process and consider applications for tax increment financing assistance authorized by the Act.

F. If the Plan is approved by the City Council and if sufficient revenues are generated by the redevelopment contemplated by the Plan, Commission and City costs covered by this Agreement and paid by Company shall be reimbursed to Company from monies deposited into the Special Allocation Fund pursuant to 99.845, RSMo.

AGREEMENT

1. Services to be Performed by the Commission and/or the City. The Commission and/or the City shall:

a. Prepare or consult with the Company on the preparation of and consider the Plan in accordance with the provisions of the Act, give all notices, make all publications and hold hearings as required by the Act;

b. Review documents submitted by the Company and prepare and present required ordinances, analyses, and other necessary documents to the City Council of the City for consideration for approval.

c. If the City Council of the City approves the Plan, provide the necessary staff and legal assistance to prepare and negotiate a definitive agreement between the Company and the City for implementation of the Plan;

d. If a definitive agreement is entered into, provide the necessary staff and legal assistance to administer such agreement and the Plan until funds are available in the Special Allocation Fund.

2. Initial Deposit. The City acknowledges receipt of Twenty-five Thousand Dollars and no cents ($25,000.00) (the "Deposit") from the Company. The City shall disburse the Deposit as set forth in Section 4 and shall bill the Company pursuant to Section 3 to re-establish the Deposit so that there is always a cash balance available from which additional disbursements may be made as required.

3. Additional Funding. The City shall submit one combined itemized statement for it and the Commission for staff time, other administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City or Commission. Such statements shall be submitted no more often than monthly. For City internal staff time in evaluating and processing the TIF proposal, Company shall pay a one-time fee to the City in the amount of Five Thousand Dollars ($5,000.00). The Company shall pay the City the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum, and the City shall be relieved of its obligations hereunder until paid or may terminate this Agreement pursuant to Section 6.a. Company shall supply the Additional Funds in a timely manner so that Commission and City activities may continue without interruption.

4. Disbursement of Funds.

a. The City shall disburse the Funds and Additional Funds for reimbursement for staff time and other administrative costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the Commission and/or the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the Commission and/or City shall make its records available for inspection by Company with respect to such disbursements.

b. All of the services set forth in Section 1 are eligible redevelopment costs under the Act and as such are reimbursable from the Special Allocation Fund.

5. Plan Administration. In addition to the services set forth in Section 1, the Commission and/or City will be required to provide services from time to time for the continuing administration of the Plan and management of the Special Allocation Fund. The Commission and/or City may be reimbursed from the Special Allocation Fund for meeting expenses at $250/meeting and, upon appropriate itemization, staff time and expenses. In addition, the Commission and/or City may retain monies deposited in the Special Allocation Fund each year, in an amount equal to the documented expenses of the Commission and/or the City that are reasonable or incidental to the general operations of the Commission and/or City with respect to administration of the Plan.

6. Termination.

a. In the event the Company fails to perform any of its obligations herein, the City may terminate this Agreement, and any other agreement between the parties, in its sole discretion upon ten (10) days written notice to the Company. Termination by the City shall terminate its duties and obligations with respect to this Agreement, including, but not limited to, the Commission's or City's processing of Company's application and/or Plan. Upon such termination, the City shall retain the Funds and Additional Funds, if any, necessary to reimburse their outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Funds and Additional Funds, if any, to the Company within sixty (60) days of such termination.

b. The parties hereto acknowledge that the Company may determine to abandon the Plan. Upon notice of abandonment by the Company, this Agreement shall terminate and the City may terminate any other agreement between the parties and shall retain the Funds and Additional Funds, if any, necessary to reimburse its staff time accumulated to the date of termination and outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Funds and Additional Funds, if any, to the Company within sixty (60) days of such termination.

c. In the event the Funds and Additional Funds are insufficient to reimburse the Commission and the City for its outstanding expenses payable hereunder, the Company shall reimburse the City as set forth in Section 3.

7. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

Community Development Department Director

City of Joplin
602 South Main Street
Joplin, MO 64801

With a copy to:

City Attorney
City of Joplin
602 South Main Street
Joplin, MO 64801

To the Company:

Prospect Village, LLC
Attn: Natalie Wordekemper/Drew Snyder
20010 Manderson Street, Suite 2
Elkhorn, Nebraska 68022

With a copy to:

William B. Moore
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, MO 64111

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

8. Miscellaneous.

a. Governing law. This Agreement shall be governed by Missouri law. Any disputes arising hereunder shall be litigated only in the Circuit Court of Jasper County, Missouri.

b. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the funding by the Company to the City for the services associated with the Plan pursuant to this Agreement.

c. No Waiver. Failure of any party hereto to enforce its rights hereunder at any time shall not be deemed a waiver of such rights.

c. Successors and Assigns. This Agreement may not be assigned by any party hereto without prior written consent of all other party. No assignment, unless specifically provided for in the consent thereto, shall relieve the assigning party of any liability hereunder. This Agreement shall be binding upon the parties hereto and their heirs, successors and permitted assigns.

e. Counterparts. This Agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Its: City Manager

Attest:

By: _____
Its: City Clerk

PROSPECT VILLAGE, LLC

By: _____

Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of June, 2024, before me, _____, a Notary Public in and for said State, personally appeared Nick Edwards, City Manager of the City of Joplin, Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said City such person duly acknowledged to me that he executed the same for the purposes therein stated and that the execution of the same to be the free act and deed of said City.

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

_____
Notary Public

My Commission Expires:

_____

STATE OF NEBRASKA)
) ss.
COUNTY OF _____)

On this _____ day of June, 2024, before me, _____ a notary public in and for the County and State aforesaid, appeared Drew Snyder, _____ of Prospect Village, LLC, a Nebraska limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of Prospect Village, LLC, and such person duly acknowledged the execution of the same to be the act and deed of Prospect Village, LLC.

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

_____
Notary Public

My Commission Expires:

_____

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-613 – An ordinance approving an agreement with Thomas McGee Group, Third Party Administrator (TPA) to provide workers' compensation and liability claims services for the City of Joplin.

MEETING DATE
June 3, 2024

ORIGINATING DEPT
Human Resources/Risk

ATTACHMENTS
CB 2024-613 and agreement for consulting services

REVIEWED BY
Department Head: Michelle Ducre; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves an agreement for claims services Third Party Administrator (TPA) for workers' compensation and liability claims processing for the City of Joplin, effective July 1, 2024 at midnight.

BACKGROUND
In March 2024, the City issued a renewal RFP for Third Party Administrator (TPA) claims service. Thomas McGee was selected as the new TPA.

In 2023, our total claims incurred were $8,272,963.09 and claims paid were $4,263,593.86. There are sixty-one (61) open claims (58 workers' compensation and 3 auto).

The annual TPA services annual fee is $10,000 for 2024, $10,000 for 2025, and $10,250 for 2026, and the per claim fee schedule is attached in "Exhibit A".

FUNDING SOURCE
These services are included in the FY 2024-2025 budget of the Workers Compensation Fund and Liability Insurance Fund.

RECOMMENDATION
Staff recommends approval of this council bill on first reading to begin claims transition from the current TPA (Brentwood) to Thomas McGee to begin July 1, 2024.

COUNCIL BILL NO. 2024-613 ORDINANCE NO.

AN ORDINANCE approving an agreement with Thomas McGee Group, Third Party Administrator (TPA) to provide workers' compensation and liability claims services for the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

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

Section 1. That purchase of workers compensation and liability claims services for the City of Joplin, as outlined in the detailed cost breakdown from Thomas McGee, Third Party Administrator (TPA), a true and accurate copy of said costs being attached hereto and incorporated herein by reference as Exhibit "A" and service agreement Exhibit "B" be, and the same is, hereby approved.

Section 2. That the City Manager, or his designee, is hereby authorized and directed to execute said Third Party Administrator Renewal Proposal Acceptance Contract/Purchase Order by and on behalf of the City of Joplin, Missouri.

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

of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Human Resources & Risk Management
602 S Main Street
Joplin, Missouri 64801
417-624-0820
HR@JoplinMo.org

Council Bill 2024-613

NARRATIVE

SELECTION OF THIRD-PARTY ADMINISTRATOR (TPA) SERVICES

Via a three-member committee, to include the Assistant City Attorney, Thomas McGee has been selected as the recommended candidate for the City's third-party administrator to handle liability and worker's compensation claims. The following points were the deciding factors for the selection:

1. This TPA has over 100 years of experience, and their focus on municipalities has granted them over 33 municipal partners within the Midwest region.
2. Communication with employees throughout the claim also includes text option to notify employees of appointments and easy accessibility to claims adjusters.
3. Services will include a dedicated account manager and claims team with significant claims experience.
4. The approach to claims handling and the philosophy behind it are aligned with our goals and expectations. This includes an approach designed for reviewing and closing claims and providing recommendations to reduce employee injuries.
5. Access to a claims portal will provide real-time updates and information to be viewed or analyzed by legal and access. This will include the ability to enter and track information directly and allow for better communication regarding claims status and settlements.

THOMAS McGEE GROUP
A DIVISION OF RISK STRATEGIES

Exhibit A: Fee & Service Summary

City of Joplin | Effective: 6/1/2024

Thomas McGee, L.C. will provide all of the following services on a fixed claim fee basis for the period of 6/1/2024 thru 5/30/2027.

	2024/25	2025/26	2026/27
Medical Only Claims	$170	$170	$175
Lost Time/Managed Med Claims	$1050	$1050	$1075
Record Only	$50	$50	$50
General Liability Claims	$700	$700	$750
Property Claims	$500	$500	$525
Auto Liability Claim s	$700	$700	$750
Public Officials/Police Professional Claims	$850	$850	$875
Administration (Annual)	$10,000	$10,000	$10,250
Take Over Claims (one time)	$3,000		
Data Conversion (one time)	$3,000		

1) Medical Only claims are defined as claims administered by a Thomas McGee Claim Technician which meet the following criteria:
    - Medical payments do not exceed $2,500
    - No payments are made for Indemnity/Lost Time or Vocational Rehabilitation
    - No settlement authority is required
2) Managed Medical claims are defined as claims exceeding $2,500 in medical payments and will be handled by the Thomas McGee adjuster and include claims being denied, require recorded statements, claims involving potential fraud and subrogation or at the request of the City.
3) Administrative Fee includes anticipated Travel Expenses to comply with regular meetings and claim reviews.

All claim services described in our response and administrative services shown on the following page will be applicable under this fee structure option.

SERVICES:

- We will provide claims administration / adjusting for "medical only" and "indemnity" claims.
- We will provide recordkeeping on all "incident reports".
- We will investigate, adjust and otherwise administer all claims in accordance with Thomas McGee's professional judgement and Best Practices.
- We will assist you each year with your renewal for qualification with the State.
- We will assist in the filing of State reports, such as reports of injury, commencement of benefits forms, and other various forms that may be required by the State, that fall under the purview of this Agreement.
- We will maintain complete records of all CLIENT business for which Thomas McGee is responsible hereunder during the Term of this Agreement. Upon termination of this Agreement, Thomas McGee shall release all CLIENT records to CLIENT.

- We will provide you monthly loss runs formatted to fit your business needs. In addition, we will provide quarterly loss runs and electronic data to applicable excess carriers and year-end 1099 forms.
- We will meet you regularly on any claim(s) that exceed $10,000 in value to insure you are aware of all the facts and direction the claim will take.
- We will manage any litigation that may come up with an attorney of your choice.
- We will aggressively pursue any opportunities for recovery from third parties upon your approval to do so.
- We will report claims to the Center of Medicare Services per requirements of Section 111.
- Any costs associated with the management of claims imposed by State or Federal regulatory changes have not been included in this Agreement. Any additional costs imposed by State or Federal regulatory changes will be in addition to the fees quoted herein. Thomas McGee will invoice the CLIENT for any additional fees due to regulatory requirement changes during the term of this Agreement.
- The fees stated above do not include the transfer of electronic data out of our claims management system. Costs associated with the electronic movement of data are considered to be ancillary services and will be quoted separately based upon the specific requirements of the project.
- The Missouri Division of Workers Compensation requires all employers to report all claims and all expenses associated with Workers Compensation injuries including internally charged expenses. CLIENT will be responsible for all such reporting. Failure to completely report this information may be considered fraud by the Department and subject to fines, or other penalties. Thomas McGee will not be responsible in any manner and you will indemnify McGee for your failure to fully report claims and claim expenses to Thomas McGee in a complete and timely manner.

ADMINISTRATIVE SERVICES INCLUDE:

- Calculation and consultation of Ultimate Loss Costs
- Account set-up and maintenance
- Excess carrier claim reporting
- Access to on-line loss reports
- Unlimited number of Internet Claim Reporting Access
- Completion of annual 1099 reports
- Claim reviews as needed
- Individualized Claim Manual
- Development of individualized reports to monitor program progress
- On-line viewing of claim files
- Costs associated with Indexing with the Insurance Service Office (ISO)
- Reporting of claims in compliance with Section 111 of the Center for Medicare Services

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on their behalf by the undersigned duly authorized persons.

BY: _____ Date: _____
City of Joplin

BY: _____ Date: _____
Thomas McGee, L.C.

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of June, 2024, by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as "City," and **Thomas McGee Group**, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional Third Party Administrator (TPA) to provide claims services for workers' compensation, general liability, auto, property, and professional liability claims for the City of Joplin, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional claims services pursuant to the terms of this agreement, as described in Consultant's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the scope of services, duties and responsibilities described in Exhibits A and B within the time specified therein. Specifically, Consultant shall serve as City's Third Party Administrator (TPA) for an initial three (3) year period. The contract period shall begin on or about July 1, 2024, and shall end on August 31, 2027, unless extended by the parties in a signed written agreement. The parties agree that this agreement may be extended for up to two (2) additional years.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant $10,000.00 annually in 2024 and 2025 then $10,250 in 2026, plus claims management service fees to be billed on a monthly basis. Consultant shall invoice the City annually for the administrative consulting fee, and each month for claims services. For any partial year under this agreement, the City shall be billed monthly. The City will also maintain claims reserve funds account and maintain

adequate funds available from which Thomas McGee may draw from at any time to pay for claims, losses and/or allocated loss expense payments.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

g. The Consultant shall maintain and retain custody of claims records and make available to the City access to claims and reports through its online claims portal. As a condition of such access, the City shall be responsible to maintain confidentiality and protection of claims information viewed/obtained through such software. Should this agreement be terminated or non-renewed, Consultant shall transfer records to the City and/or new TPA as outlined in Exhibit B.

h. The City shall furnish the Consultant with a copy of its workers' compensation and liability insurance policies within thirty (30) days of its procurement to enable the Consultant to provide claims information to insurance carriers.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

10. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or

damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Thomas McGee shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri
ATTN: HR
602 S. Main St.
Joplin, MO 64801

Thomas McGee Group
ATTN: John Charpie
120 W. 12th Street, Suite 1000
Kansas City, MO 64105

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.

21. Records and Audits. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the

City or any authorized representative and will be retained for three years after the expiration of this Contract.

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

25. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI

Nicholas Edwards, City Manager

ATTEST:

Holly Nagy, City Clerk

THOMAS MCGEE GROUP

By: John Charpie
Its: authorized signatory

Exh. A

JOPLIN
MISSOURI

RFP TITLE: **Third Party Administrator Claims Services**

RFP: # 2024-RFP-10

DATE OF ISSUANCE:	**March 28, 2024**
QUESTIONS DUE:	**April 17, 2024 @ 10:00 a.m. to hr@joplinmo.org**
PROPOSAL DUE DATE:	**April 26, 2024 @ 10:00 a.m.**
SUBMIT TO:	**Human Resources - Joplin City Hall First Floor** **602 S. Main Street** **Joplin, Missouri 64801**

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until Friday, April 26, 2024, at 10:00 a.m. as set forth in the bid packet to PROCURE the following service:

Third Party Administrator Claims Services

The RFP is available from Michelle Ducre, Human Resources Director, by calling 417-624-0820 ext. 1210 or by emailing; hr@joplinmo.org . Any bids received after the specified deadline will not be considered.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female-owned businesses to submit bids on all City purchases.

Leslie Haase, CPA, CMA
Finance Director

Publication Date: **Thursday, Marh 28, 2024**

Notice to bidders

Bidders may submit a proposal for either workers' comp and liability claims or both. Proposals must be delivered by the deadline and to the location above in a **SEALED ENVELOPE** with the **RFP number/RFP Title** and **Firm's name and address clearly marked on the outside of the envelope**. Proposals received after the deadline or that fail to comply with RFP requirements expressed herein will be rejected. During the evaluation process, the City of Joplin reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

The City of Joplin reserves the right to cancel this RFP, or to reject any and all proposals, or any portion of any proposal, received in response to this RFP, upon its determination that such cancellation or rejection serves the best interests of the City. There is no expressed or implied obligation for the City of Joplin to reimburse firms for any expenses incurred in preparing or delivering proposals in response to this request.

The City also reserves the right to negotiate with selected firms regarding pricing and fee structures and all other aspects of the Proposals. All information included in a Proposal may be incorporated, at the City's sole option, into the contract **RFP TITLE: TPA Claims** to be entered into between the City and the successful Bidder (as hereinafter defined). Any contract awarded as a result of this RFP will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation, or national origin.

Any technical or administrative questions regarding this RFP shall be made in writing and directed by email to hr@joplinmo.org. All questions, answers, and/or addenda, as applicable, will be posted on the City's website at www.joplinmo.org (Upon entering the website click on Bids & Proposals Icon, click on the Bid Title to view all proposal details and document links). **It is the respondent's responsibility to check the website for addenda prior to submission of any proposal.**

MARK BID ENVELOPES: ***"Third Party Administrator Claims Services -#2024-RFP-10, 10:00 A.M., Friday, April 26, 2024"***

TIMELINE

The City intends to adhere to the schedule listed below as closely as possible and reserves the right to modify the schedule in the best interest of the City as required.

Publicize RFP	**March 28, 2024**
Questions	**April 17, 2024 @ 10:00 a.m. CST**
RFP Due Date	**April 26, 2024 @ 10:00 a.m. CST**
Interviews with Top Respondents	**Week of April 29th, 2024**
Execution of Contract	**May 20, 2024**
Transition of Claims	**Begin transition May 21, 2024**

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SECTION I – GENERAL INFORMATION

PURPOSE

The City of Joplin ("the City") is seeking proposals from qualified firms/providers to enter into a three-year contract for Third Party Claims Administration (TPA) services related to **Workers' Compensation** AND **Liability Claims** with an option to renew for two (2) additional years, each to be exercised separately. The City has the sole discretion to renew or not to renew each optional contract year. Please note that the City is self-funded.

The TPA is required to:

(1) manage the claims administration, analysis, reporting, and funding for the City and ensure compliance under Missouri State Statutes for work-related illnesses and injuries. This includes special provisions for law enforcement and firefighters. Services must include completing and filing the First Report of Injury with the State of Missouri, completing the annual ERM-6 report for submission to NCCI, and monitoring claims as required by Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 ("MMSEA").

(2) Provide claims adjusting, analysis and reporting services for general liability, property, casualty, and automobile claims.

This Request for Proposal is being released in accordance with the City's purchasing and procurement policies. Currently, the City uses Brentwood Services Administrators, Inc. as its TPA and their performance has been satisfactory to date.

BACKGROUND

Incorporated in 1873, the City of Joplin is located in the southwest corner of Missouri and is the State's fourth largest metropolitan area. Population growth within the City limits, which covers more than thirty square miles, continues to grow modestly while rapid growth is being experienced in the surrounding regional area. Joplin's actual population is 51,762 that swells to approximately 225,000 during the day. The City's fiscal year begins on November 1. The total annual budget of the City is approximately $140 million. The City currently employs approximately 617 full-time equivalent employees representing a total payroll of about $40 million. City employees work in fifteen distinct departments: City Manager's Office, City Clerk's Office, Communications, Legal, Human Resources, Finance, Information Technology, Municipal Court, Public Health Department, Planning, Development & Neighborhood Services, Convention & Visitor's Bureau, Public Works, Police, Fire, and Parks & Recreation.

SECTION II – EXISTING ENVIRONMENT

The City is self-insured for all lines of insurance. Our TPA manages all workers' comp claims, including filing the First Report of Injury (FROI) with the State of Missouri. The TPA also obtains budget and settlement authority for claims from our City Attorney and discusses claims settlement or negotiation recommendations with the City's retained workers' comp attorney.

For liability claims, two HR/Risk staff members manage small claims and the TPA handles large liability claims (over $5,000), and those involving rental cars. The City Attorney must approve all settlements and communications with claimant attorneys.

- Workers' comp. SIR level is $500,000 and for Police and Fire it is $750,000 with a $2,000,000 limit per occurrence. The City's 2023 experience mod rating is 1.31 and the new rating from NCCI is currently pending.

- For all liability policies the SIR is $850,000 with limits of $10,000 to $25,000,000

- The City carries property and liability coverage for: general, employee benefits, law enforcement, public entity management, public entity employment related practices, auto, auto physical damage, umbrella excess, medical facility professionals, fine arts, crime, cyber, drone, and aviation liability
- The City owns/operates a fleet of 280+ vehicles, 400 equipment, and 250 structures/locations
- City employees are permitted to drive personal vehicles on City business with City self-insurance being excess over any personal insurance carried by the employee

SECTION III – SCOPE OF WORK

SPECIFIC SERVICES

The selected respondent's solution shall perform the following:

WORKERS' COMPENSATION CLAIMS

- Provide 24/7 triage services for all claims to determine appropriate treatment. Currently, we use a service called First Nurse, and they receive the claims and provide the information to the TPA to complete and submit the First Report of Injury (FROI). The nurse triage service advises the employee (and supervisor) whether to self-treat or proceed to Occumed, Urgent Care or the Emergency room. The TPA must contact Human Resources (HR) for hire date and salary information needed to submit the FROI to the State of Missouri.

- Process wage payments to the injured employee, and coordinate payments with the City's payroll specialist

- Contact the injured employee to explain the workers' compensation claim process and ensure that they are provided all necessary and quality medical services in a managed care environment. Keep in touch with employee periodically throughout the claims process to minimize litigation

- Interview the injured employee, supervisor, any team members or witnesses, and Department Director. Identify and aggressively defend against fraudulent claims, including claims that can be determined to occur or be caused by non-work-related factors like hobbies, lifestyle, normal aging or body deterioration, or activities that pose no greater risk at home than at work. Advise HR, the City Attorney, and the City's Workers' Comp Attorney of findings

- Process claim related payments to medical providers; provide copy to City Risk Manager

- Provide the City with a monthly claims analysis and report(s) including a simple excel chart showing claims by department, dollar amount, and nature of injury. Prepare and send to HR annual NCCI and State of Missouri filing documents (ERM-6, WC-83, and WC-83) no later than January 15th

- Manage claims for early recovery from injury and early return to productive employment. Work with HR to coordinate alternative work assignments that adhere to medical restrictions. Assign nurse case managers for serious injury claims and those requiring loss time from work

- Comply with all state and federal laws, and City of Joplin policies. Maintain regular communication with the City Attorney for budget authority, and the City's Workers' Compensation Attorney regarding case updates and claims settlement

LIABILITY CLAIMS

Typically, Human Resources/Risk Management is required to handle claims, but since we do not have contracts for rental vehicles, alternative housing, nor adjusters, we occasionally send claims of this nature to the TPA to investigate and process. The City will retain some litigation management and restitution/recovery functions but may call upon the TPA to assist in these areas on a case-by-case basis.

SPECIFIC SERVICES – LIABILITY CLAIMS

The selected respondent's solution shall perform the following:

- Administer property and liability claims, negotiate claims settlement, and obtain authorization from City Attorney to settle claims
- Investigate claims and repair/replacement quotes to determine fraud, inflated quotes, whether there was previous damage to vehicles/property, or if claimant violated City ordinances, state or federal laws; assign adjuster to review claims and repair/replacement quotes
- At the direction of the City Attorney, contact claimants or their attorneys within five (5) business days of receipt of a claim and maintain contact with them until the claim is closed
- Arrange and pay for vehicle rentals, possibly hotel costs for temporary displacement caused by the City's damage to a residence (confer with the City Attorney to authorize)
- Subrogate claims with claimant's insurance company to recover medical and pain and suffering costs to the injured employee and City's property/vehicle losses; have subrogated funds sent to the City of Joplin HR/Risk Management Department
- Maintain a master file and report monthly claims analysis to the City; monitor available reserves and notify City of reserve balances; follow records retention laws; provide City with a monthly and annual claims report
- Install and/or utilize any necessary automated claims administration systems. Manage transfer of claims data records between existing and new TPA for open and closed claims, if needed
- Provide education/training resources to City staff regarding claims management and use of any web-based claims systems or portals
- Analyze settlement potential, including options and recommendations. Settlement authority forms should be completed and approved by City's Human Resources/Risk Department and City Attorney prior to being negotiated with claimant or attorney of claimant
- Prepare and submit settlement recommendations for approval by the City prior to commencing settlement negotiations
- Obtain fully executed release on all settlements and dismissals
- Ensure that adjusters are available to travel to City locations, as needed for meetings or in the event of a catastrophic loss event. No additional fees will be paid by the City for such arrangements
- Comply with all state and federal laws, and City of Joplin policies. Maintain regular communication with the City Attorney and Director of HR/Risk Management regarding claims updates and claims settlement, and file any required reports to the State or federal government
- Provide monthly analysis report on claims; offer recommendations for reducing claims
- Submit billing to the City on a monthly basis, including claims details

Respond to all Questions (if only bidding on workers' comp, answer only questions 1-13), if bidding on both workers'

comp and liability, also answer additional questions listed under Liability.

1. Provide a description of the organization including date founded, staff size, and a list of all workers' compensation and liability claims and consulting services offered by your organization, any subsidiaries (or subcontractors), and your parent company, as applicable.

2. What are your hours of operation? Is there a dedicated 24/7 claims/nurse triage service that informs employees how to treat or seek medical attention for injuries?

3. Furnish documents showing that your firm is licensed to provide services in the State of Missouri

4. Submit a copy of the most recent Statement on Standards for Attestation Engagements (SSAE) 16 audit

5. Outline the Account Manager and staff's experience, certifications, and education in workers' compensation and liability claims management. Include a description of their background in claims investigation, case management, claims adjudication and settlement.

6. Are all claims staff, insurance adjusters, and nurse case managers your agency's staff or a subcontractor? If subcontractor, provide the background on their company and staff. On average, how many clients/claims does each claims staff member manage. What is the staff's tenure in your organization and your staff turnover rate for the last three years? How frequently are Account Managers changed?

7. Describe the education and experience of your Nurse Case Manager(s). Provide a detailed explanation of the services, which are provided by the Case Manager. Is the Case Manager an employee of your facility or a subcontractor? Describe your philosophy on the use of Case Managers and the frequency of use of Case Managers in the past two (2) years.

8. What is the current caseload of the primary team that would be assigned to the City of Joplin? Describe how the TPA manages communication with the injured employee and the City's HR and legal team from claim submission to settlement. What is the turnaround time to respond to claims and inquiries, and to provide updates after medical appointments/treatments? How is billing handled?

9. Describe your experience with filing the First Report of Injury, monthly reporting (provide a sample report), and timely completion of annual state reports (WC-83 and WC-86) and the ERM-6 for NCCI workers' compensation experience mod rating – without being prompted by the employer to do so.

10. What is your practice regarding investigating whether workers' comp injuries may not have actually occurred in the course of doing work and what is your process for denying claims. What policy recommendations do you provide regarding workers' comp relating to Missouri statutes specific to law enforcement and firefighters?

11. Share your philosophy and practice regarding return to work and modified duty. How does your TPA assist municipalities/clients with facilitating both return to work and modified duty?

12. Provide a summary of your firm's security/catastrophic/business continuity plan and records storage/data encryption process? Describe how the City's claims data is securely stored and kept separate from other clients' claims data. Are your adjusters able to travel to loss sites if needed?

13. How does your firm handle the transition of claims files from our current TPA to your system if you are awarded the contract?

ADDITIONAL QUESTIONS FOR LIABILITY CLAIMS

1. Outline the liability claims experience of the Account Manager, supporting claims staff and adjusters. Include a description of their background in claims investigation, claims adjusting, claims adjudication/settlement.

2. Are all staff your agency's staff or a subcontractor? If subcontractor, provide the background on their company and staff. What is the staff's tenure in your organization and your staff turnover rate for the last three years?

3. Describe the claims system used and how the City staff can access to view claims documents and claims status. Can claims be filed 24/7 or what are hours that claims are received?

4. How does your team educate/inform the City Attorney and HR/Risk Management Staff about changes or proposed changes in statutes, rules and regulations affecting the City's responsibility under a legally self-insured General Liability Program?

5. What is your process for managing, negotiating, mediating, or otherwise assisting with claims investigation, denial, resolution/settlement? How does your firm assist the City Attorney in preparing/answering discovery, as requested?

6. On average, what is the caseload of any one adjuster, and how does your firm reduce turnover or frequent changes is claims staff?

7. Provide a summary of your firm's security/catastrophic/business continuity plan and records storage/data encryption process? Describe how the City's claims data is securely stored and kept separate from other clients' claims data. Are your adjusters able to travel to loss sites if needed?

8. How does your firm handle the transition of claims files from our current TPA to your system if you are awarded the contract?

9. Describe any services, training, or program enhancements your firm provides to the City staff.

PROPOSAL OUTLINE

Proposals shall not exceed twenty (20) pages excluding cover letter, cover page and reference letters.
The proposal shall include the following items and be organized in the manner specified below.
Please one (1) bound copy and 1 loose copy - include tabs and an index organizing the proposal content.

- Submit Signed and completed Authorization Form – no digital signatures (only wet ink)
- Outline your company's background, insurance coverages, staff experience, and how your firm will execute the Scope of Work and general information regarding the firm and staff to be involved.
- Responses to the Questions for Workers' Comp and/or Liability
- Transition Schedule and Process
- Excel Spreadsheet Outlining Monthly and Annual Costs (include narrative about cost containment/caps and any anticipated fee increases)
- 4 Reference Letters/Statements (especially municipal clients with 600 employees)

AUTHORIZED RFP REPRESENTATIVE

Printed Name	Title
Company Name	
Company Mailing Address	
City, State, Zip	
Phone No.	Federal Employer ID No.
Fax No.	E-Mail Address
Circle one: Individual Partnership Corporation	
Licensed to do business in the State of Missouri? _____yes _____no	
Maintain a regular place of business in the State of Missouri? _____yes _____no	
Has current General Liability and Error and Omissions Insurance Coverage? ____yes _____no	

Circle Y or N

Y N Are Bidders, their affiliates, subsidiaries, officers, directors, employees, and any team members or subcontractor/TPAs who will do work relating to the Scope of Services listed in the RFP currently under investigation by any governmental agency /or in the past five (5) years been convicted of a felony, or found liable for any act prohibited by City, State or Federal law in any jurisdiction, including conspiracy, theft, bribery, extortion, collusion or any other unlawful action with respect to responding to any public contract?

Y N Are any Bidders, their affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal banned/excluded from any procurement or non-procurement programs with the City, State or Federal government?

Y N The company submitting this proposal certifies that it is being submitted without any collusion, communication, or agreement as to any matter relating to it with any other Respondent or competitor.

Y N Are any Bidders, their affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal related or doing business with any City official or City employee? **If yes, list the City official/employee and relation/business.**

_____ _____

Signature Date

COST / PRICING PROPOSAL

Please complete the excel spreadsheet below:

(a) Provide the **total cost for a three (3) year contract period** for TPA services for workers' compensation and liability claims management. Provide **monthly flat fee** for claims services.

(b) Cost shall full compensation for the TPA's professional services and shall include all administrative, travel and other costs required to manage everything outlined in the Scope of Work and all TPA/subcontracted services.

(c) The TPA(s)/subcontractors involved in this contract are strictly prohibited from receiving additional compensation/commissions. All additional compensation or commissions must be promptly returned to the City of Joplin.

(d) Failure to disclose third-party compensation agreements/understandings to the City may result in bid rejection or future contract termination.

(e) Costs and justification for recommended services outside the current scope.

(f) Provide a copy of your Professional Services Agreement or similar agreement that would best represent a contractual relationship between the Firm and the City. The City Attorney will review the Agreement. Additionally, the TPA agrees to protect, defend, hold harmless and indemnify the City, its officers, agents, and employees.

Service	Monthly Flat Rate	Cost for 3-year period
Claims Management: Workers' Compensation	$	$
Claims Management/Adjuster: Liability	$	$
Monthly and Annual Reporting including State and NCCI ERM-6	$	$
Nurse triage line/Nurse case manager	$	$
Meetings/Travel	No extra cost to City	
File/data transfer	$	$
Other: (Specify)	$	$
TOTAL	$	$

EVALUATION CRITERIA

PROPOSAL EVALUATION

By use of numerical and narrative scoring techniques, proposals will be evaluated by Joplin against the factors specified below on a 100-point scale. Finalists will be invited to an interview with the City, and the City will determine whether to award a new contract or retain the existing TPA. TPA will be required to attend a council meeting to finalize the award.

Criteria	Points
1. Company/Staff Expertise/References	20
2. Claims Management including meeting all qualifications criteria, System Security	25
3. Claims Services: 24/7 claims reporting, claims investigation and review, nurse case manager, reporting, subrogation, settlement	25
4. Costs / expenses	30

SELECTION PROCESS

- This request for proposal does not commit the City of Joplin to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request become the property of the City of Joplin. The City of Joplin reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional period or to cancel in part or in its entirety the request for proposals, if it is in the best interests of the City to do so.

- A Selection Committee will evaluate all proposals received for completeness and the respondent's ability to meet all requirements as outlined in this proposal. The Committee will then short list the specific firms whose proposals best meet all criteria required and may conduct interviews with these firms. Upon completion of interviews, the Selection Committee will forward to the City Manager a list of firms recommended for further consideration.

- Based on the results of the interview process, the City Manager or his designee and City Attorney will review the Scope of Services, fee proposals, and other factors with the top-rated firm(s) and negotiate a specific agreement based on these discussions.

- The City Attorney will execute the contract for services with the TPA.

- TPA will work with the HR/Risk Director to implement or transition claims management and if needed, files transfer, set up, etc.

- Additional technical information may be requested from any respondent for clarification purposes, but in no way changes the original proposal submitted.

INSURANCE REQUIREMENTS / INDEMNIFICATION

The Respondent (TPA) shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverages covering the Respondent and all of its agents, employees and sub-contractors and other providers of services and shall name the **City of Joplin and their employees and agents as an Additional Insured** on a primary and non-contributory basis to the Respondent's Liability policies. **These requirements shall be clearly stated in the remarks section on the Respondent's Certificate of Insurance (COI).** A Waiver of Subrogation shall be provided in favor of the City of Joplin and their employees and agents. The selected firm shall direct its Insurer to provide a Certificate of Insurance to the City for each of the aforementioned policies before any work is performed/continued. The awarded Respondent(s) will be responsible to provide written notice to the City 60 days prior to cancellation or non-renewal of any insurance policy.

Insurance shall be written with insurance carriers approved in the State of Missouri and with a minimum Best's Rating of A-VIII with all policies written on an occurrence form basis. In addition, all carriers are subject to approval by the City. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage per State of Missouri Requirements
- Employer's Liability with limits of $1,000,000 each accident/$1,000,000 disease-policy limit/$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the City of Joplin and their employees and agents

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability, and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage not less than $5,000,000 per occurrence/$10,000,000 Annual Aggregate
- A Waiver of Subrogation shall be provided in favor of the City of Joplin and their employees and agents

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence of Combined Single Limit of Liability for Bodily Injury and Building Damage: Per Accident $1,000,000

4) Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability of no less than $50,000,000.
- The respondent agrees to maintain continuous professional liability coverage for the entire duration of this Project and shall provide for an Extended Reporting Period in which to report claims for seven (7) years following the conclusion of the Project.

5) Data Breach Liability:

- $5,000,000 Occurrence/$25,000,000 Annual Aggregate involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion/cyber extortion, extra expense, and network security.

INDEMNIFICATION

To the fullest extent permitted by law, the selected firm shall indemnify and hold harmless the City and their employees and agents consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Respondent's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Respondent, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Respondent to perform or furnish either of the services, or anyone for whose acts the Respondent may be liable.

MARK BID ENVELOPES: ***"Third Party Administrator Claims Services -#2024-RFP-10, 10:00 A.M., Friday, April 26, 2024"***

CB 2024-613 - TPA Cost Comparison

	2024-2025		2025-2026		2026-2027	
WORKERS COMP (WC)	**Brentwood**	**Thomas McGee**	**Brentwood**	**Thomas McGee**	**Brentwood**	**Thomas McGee**
	per claim					
Indemnity (lost time) claims	$1,050	$1,050	$1,085	$1,050	$1,120	$1,075
Medical only claims	$190	$170	$200	$170	$210	$175
Incident only (telephone case management)	$60.00	$50	$65	$50	$70.0	$50
Nurse triage	$130.00	$95	Will be billed by Nursing Triage Service			
Status upgrade from info only to med only	$122.50	Thomas McGee audits claims and makes adjustments or refunds based on the difference between the original claim fee and corrected claim fee.				
Upgrade from prior period med only to indemnity	$845					
Upgrade from med only to indemnity	$820					
Nurse triage to indemnity	$942.50					
Downgrade from med only to nurse triage	($100)					
Downgrade from indemnity to med only	($800)					
Downgrade from indemnity to info only	($900)					
Downgrade from med only to info only	($100)					
LIABILITY						
General liability claims	$750	$700	$775	$700	$800	$750
Property claims	$750	$500	$775	$500	$800	$525
Auto liability claims (bodily injury)	$700	$700	$775	$700	$800	$750
Auto liability claims (property damage only)	$700		$725		$750	
Public Officials/Police Professional liability claims	$800	$850	$800	$850	$825	$875
Incident only	$52.50	Thomas McGee audits claims and makes adjustments or refunds based on the difference between the original claim fee and corrected claim fee.				
Upgrade auto paid claims unbilled	$300					
Delete	($600)					
Auto property to physical damage	($300)					
Claims system 2 users free, $500 for add'l): Attys	$1,000	**included**	$1,000	**included**	$1,000	**included**
Annual administration fee	$5,600	$10,000	$5,770	$10,000	$5,950	$10,250
Take over claims (**one time fee**) Thomas McGee	N/A	$3,000				
Data conversion (**one time fee**) Thomas McGee		$3,000				
Fees 2024-2027	$12,013	$16,000	$11,970	$14,020	$11,325	$14,450
OTHER						
2023 claim fees paid (Brentwood only)	$41,107.50	N/A				
2023 Actual Annual admin fee paid (Brentwood only)	$5,250					

TOTAL OVERALL SCORES

	Brentwood	Thomas McGee
Andrea	75	100
Michelle	75	95
Tiffany	50	95
TOTAL	**200**	**290**
See attached score sheets		

Three Year Costs

Claims Mgmt	Brentwood	Thomas McGee	
Admin Fee	$17,320	$30,250	
WC	$75,879	$62,025	
Liability	$35,844	$39,775	
Nurse Triage	$390	$285	estimates based on current rates
CMS Reporting	$17,320	Part of Admin fee	
Meetings Travel	No Charge		
Files/Data Transfer	N/A	$6,000	one time charge only to transfer files from Brentwood
Claims System	$3,000	Part of Admin fee	
	$146,753	$138,335	

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-614 – Approving an extension to Lease Agreement with Parkwood Tournament, LLC for various parks facilities.

MEETING DATE
June 3, 2024

ORIGINATING DEPT
Parks

ATTACHMENTS
CB 2024-614 Ordinance; Exhibit "A" Second Amendment to Lease with Option for a Lease Renewal

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

SUMMARY
This Council Bill approves an extension to lease agreement with Parkwood Tournament, LLC. for Joe Becker Baseball Stadium, Wendell Redden Stadium, and Bassman Softball Complex starting on December 1, 2026, through November 30, 2028. Bassman Softball Complex will only be leased Friday through Sunday during the lease term.

BACKGROUND
The City is currently under a First Amendment to the Lease Agreement with Parkwood Tournaments, LLC which runs through November 30, 2026.

With the new ownership of the Joplin Outlaws and a five (5) year contract between Parkwood Tournament Company, LLC, and the Joplin Outlaws ownership group to use the facilities at Joe Becker, Parkwood has requested an option to extend its lease agreement with the City of Joplin, so it coincides with that contract.

The tenant will pay $65,672.88 annually for December 1, 2026, to November 30, 2027, and $67,643.07 annually for December 1, 2027, to November 30, 2028 to lease the facilities, which reflects an increase of 3% each year.

The City will have the right to terminate the lease at any time with six months' notice or if an affiliated, independent or semi-professional team agrees to play at Joe Becker Stadium with one-year notice.

FUNDING SOURCE
This item will result in overall savings to the parks fund.

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

SECOND AMENDMENT TO LEASE WITH OPTION FOR A LEASE RENEWAL

This Lease Renewal ("this Lease Renewal") is made and entered into as of this _____ day of _____ 2024 ("the Effective Date"), by and between the City of Joplin, Missouri, a Missouri Municipal Corporation ("Landlord"), and Parkwood Tournament Company, LLC, a Missouri Limited Liability Company ("Tenant"), and with Landlord and Tenant being referred to collectively as "the Parties."

WHEREAS, the Parties entered into a Lease Agreement on or about November 2, 2020, attached hereto and incorporated by reference as Exhibit A ("the Agreement").

WHEREAS, the Parties entered into a First Amendment to Lease Agreement on or about September 1, 2022, attached hereto and incorporated by reference as Exhibit B ("the First Amendment") and this gives the Tenant the option to lease Joe Becker Stadium, Wendall Redden Stadium and the softball complex through November 30, 2026.

WHERAS, with the new ownership of the Joplin Outlaws and a five (5) year contract between Parkwood Tournament Company, LLC and the Joplin Outlaws ownership group to use the facilities at Joe Becker, Parkwood has requested an option to extend its lease agreement with the City of Joplin so it coincides with that contract.

WHEREAS, the Parties wish to amend Section 1. Term and Rent, paragraph b. Renewal Option, of the Agreement to provide that the Parties may extend the Agreement for one (1) renewal period of two (2) years on the same terms and conditions.

WHEREAS, the Parties desire to exercise said renewal option.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Lease Renewal Term. The Term of this Lease Renewal shall be for a period of two (2) years, beginning on December 1, 2026, and ending on November 30, 2028, unless terminated sooner as provided herein.

3. Lease Renewal Annual Rent. The Annual Rent due under this Lease Renewal, payable in equal monthly payments, shall be as follows:

December 1, 2026 – November 30, 2027:	$65,672.88
December 1, 2027 – November 30, 2028:	$67,643.07

4. All other terms, conditions, and requirements of the Agreement and the First Amendment, including the remaining terms of Section 1. Term and Rent, shall remain in full force and effect, except as modified by this Lease Renewal.

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

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI	PARKWOOD TOURNAMENT COMPANY
_____	_____
Nicholas Edwards, City Manager	Mike Greninger, Managing Member
ATTEST:	ATTEST:
_____	_____
Holly Nagy, City Clerk	

COUNCIL BILL NO. 2024-614 **ORDINANCE NO.**

AN ORDINANCE approving an extension to Lease Agreement by and between the City of Joplin and Parkwood Tournament, LLC. to lease various parks facilities from December 1, 2026 to November 30, 2028; authorizing the City Manager to execute said extension to Lease Agreement by and on behalf of the City of Joplin.

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

Section 1. That the Lease Agreement by and between the City of Joplin and Parkwood Tournament, LLC. to lease various parks facilities, 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 Lease Agreement, by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance will meet the schedule to lease various facilities in the new fiscal year.

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

of _____, 2024, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney