JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 17, 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. Grant Project Status Update

      Documents:

      GRANT PROJECT STATUS UPDATE JUNE 17 2024.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Price Requested To Speak On Fiscal Accountability.

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2024-272
      AN ORDINANCE providing to vacate an alley way, lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri. Requested by Seneca Enterprises Mo, LLC. Planning and Zoning Commission recommended to strike.

Documents:

272SUMMARY.PDF
025-24REPORT.PDF
025-24APP.PDF
CASE 025-24MINUTES.PDF
2024-272 MAP.PDF
CB2024-272.PDF

8. Consent Agenda

1. Minutes Of The June 3, 2024, City Council Meeting

   Documents:

   JUNE 3, 2024 MINUTES.PDF

2. 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.PDF

3. 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 and Line Improvements Project authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2024-121.PDF

4. 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:

CB2024-122.PDF

5. 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:

CB2024-124.PDF

6. 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:

CB2024-265.PDF

7. 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:

CB2024-267.PDF

8. 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:

CB2024-268.PDF

9. 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:

CB2024-269.PDF

10. 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; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

Documents:

CB2024-613.PDF

9. Resolutions

1. RESOLUTION NO. 2024-011
A RESOLUTION authorizing the AMENDING of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for program year 2020; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

Documents:

RESOLUTION 2024-011 SUMMARY.PDF
FY2020 SUBSTANTIAL AMENDMENT ACTION PLAN QUICK GLANCE.PDF
RESOLUTION 2024-011.PDF

10. Ordinances - Emergency

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2024-114
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Sprouls Construction, Inc. in the amount of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00) for the 4th and Murphy Blvd Geometric Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when this Ordinance shall become effective.

Documents:

CB2024-114 SUMMARY 4TH AND MURPHY BLVD.PDF
CB2024-114 CB 4TH AND MURPHY BLVD.PDF

4TH AND MURPHY BLVD CONSTRUCTION CONTRACT.PDF

2. COUNCIL BILL NO. 2024-125
AN ORDINANCE approving an amended work authorization with Allgeier, Martin, and Associates in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00) for professional engineering services associated with the MS4 Permit & Floodplain Management Support project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

Documents:

CB2024-125 SUMMARY MS4 PERMIT FLOODPLAIN MANAGEMENT SUPPORT WA AMENDEMNT1.PDF
CB2024-125 ORDINANCE MS4 PERMIT FLOODPLAIN MANAGEMENT SUPPORT WA AMENDEMNT1.PDF
MS4 PERMIT AND FLOODPLAIN WORK AUTHORIZATION.PDF

3. COUNCIL BILL NO. 2024-127
AN ORDINANCE approving an amendment (Change Order 3) to the construction agreement with Blevins Asphalt Construction Company Inc. in the amount of Three Hundred Fifteen Thousand Seven Hundred Seventeen and 50/100 Dollars, ($315,717.50) for the Mill and Overlay 2023 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when this Ordinance shall become effective.

Documents:

CB2024-127 SUMMARY SHEET OVERLAY 2023 CHANGE ORDER 3.PDF
CB2024-127 COUNCIL ORDINANCE OVERLAY 2023 CHANGE ORDER 3.PDF
CHANGE ORDER 3.PDF
MILL AND OVERLAY 2023 CHANGE ORDER 3 MAP.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2024-505
AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between Prospect Village, 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

13. Unfinished Business

14. New Business

1. Confirm Boards And Commissions Appointments
2. Vote To Go Into Closed Session, Which Shall Pertain To Leasing, Purchasing Or Sale Of Real Estate By A Public Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Therefore As Set Forth In Section 610.021 (2) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 13th day of June 2024 (RSMo 610.020)



JOPLIN
MISSOURI

GRANT PROJECT STATUS UPDATE

COJ Team | June 17, 2024

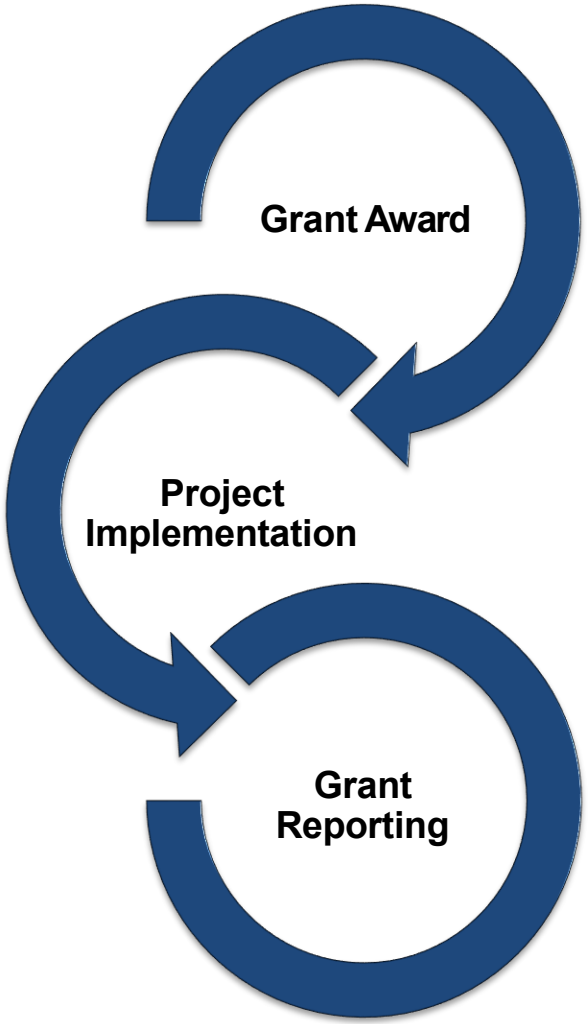


1. Overview
2. Summary of Grants Awarded
3. Detailed Grant Project Status Update
4. Pending Grant Applications
5. Next Steps

OVERVIEW



GRANT PROJECT STATUS



- **Grant** awarded following application process.
- **Complete** any requirements for final grant award.

- **Implement** and execute grant projects based on award requirements within the performance period.

- **Complete** required grant reports and submit grant reimbursement requests.



SUMMARY OF GRANTS AWARDED

SUMMARY OF GRANTS AWARDED

Grantor Agency	Grant	Project	Total Project Cost	Grant Amount Awarded	City Match Amount
HUD	Community Project Grant	Streetscape along Main Street from 8th to 15th Street	$6,000,000	$3,000,000	$3,000,000
State of MO ARPA	Justice Center Grant (Legislative Priority)	Justice Center Facility Improvements	$2,000,000	$1,000,000	$1,000,000
State of MO ARPA	Drinking Water Grant (Legislative Priority)	Zora Street Water Main Install; County Road 180 Water Main; 7th Street Water Main Install	$10,000,000	$5,000,000	$-0-
State of MO ARPA	Stormwater Infrastructure Grant	Nine Total Project Sites	$8,676,000	$5,000,000	$3,676,000
State of MO ARPA	Wastewater Infrastructure Grant	12th and Iowa Project	$5,266,782	$3,599,782	$1,667,000
County ARPA	Jasper County	20th Street Widening Project	$15,632,000	$6,500,000	$9,132,000
County ARPA	Jasper County	MOSWIN Interoperability Radios	$637,048	$637,048	$-0-
State of MO	Governor's Transportation Cost-Share (MODOT)	Zora St Widening and Improvement Project	$10,754,000	$4,000,000	$6,754,000

SUMMARY OF GRANTS AWARDED

Grantor Agency	Grant	Project	Total Project Cost	Grant Amount Awarded	City Match Amount
State of MO ARPA	Community Revitalization Grant	Neighborhood Improvement - Down Payment Assistance; Demolitions; and Home Rehabilitation & Repair	$7,000,000	$3,500,000	$3,500,000
State of MO ARPA	Emergency Medical Services Grant	Fire EMS Equipment	$41,894	$20,000	$21,894
State of MO ARPA	Fire Protection Grant Program	Fire 2nd Set of Turnout Gear	$54,594	$20,000	$34,594
State of MO ARPA	Peace Officer Grant Program	Police Body Cameras	$42,000	$20,000	$22,000
State of MO ARPA	Local Tourism Asset Development Grant	Dover Outdoor Recreation Area (DORA)	$3,425,133	$1,437,133	$1,988,000
State Dept of Health ARPA	State and Local Cybersecurity Grant	Cybersecurity Resilience	$186,472	$186,472	$-0-
EPA BIL	Recycling Education and Outreach Grant (REO)	Joplin Regional Recycling Outreach	$2,355,244	$1,740,000	$615,244
FTA BIL	Areas of Persistent Poverty (AoPP)	Implementation of a Sustainable Transit Program	$500,000	$400,000	$100,000

SUMMARY OF GRANTS

Grantor Agency	Grant	Project	Total Project Cost	Grant Amount Awarded	City Match Amount
DOE ARPA	Energy Efficient Conservation Block Grant (ECCBG)	City Facilities Energy Evaluation	$119,050	$119,050	$-0-
FAA BIL/AIP	Federal Aviation Administration BIL and AIP Grant	Air Traffic Control Tower – (1) Equipment Replacement (2) Lighting and Control Management System	$1,060,310	$1,050,295	$10,015
City ARPA	City ARPA Grant	Citywide Broadband	$5,000,000	$5,000,000	$-0-
City ARPA	City ARPA Grant	Tin Cup Trail Bridge Connector	$750,000	$750,000	$-0-
City ARPA	City ARPA Grant	MSSU Health Science Innovation Center	$1,500,000	$1,500,000	$-0-
	GRAND TOTAL		$81,000,527	$44,479,780	$31,520,747

SUMMARY OF CITY ARPA AWARD SPENDING PLAN

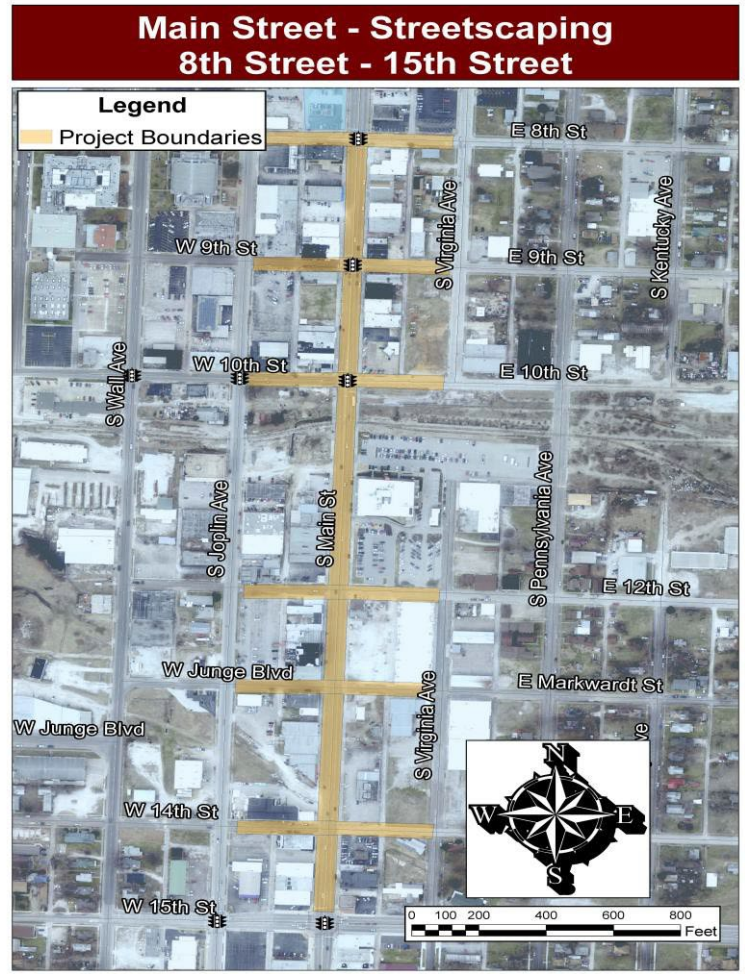
Project	Grant Amount Awarded
Community Revitalization (State Grant Match Portion)	$3,500,000
Fire EMS Equipment (State Grant Match Portion)	$21,894
Fire Equipment (State Grant Match Portion)	$34,594
Police Equipment (State Grant Match Portion)	$22,000
MSSU Health Science Innovation Center (State Grant Match Portion)	$1,500,000
Dover Outdoor Recreation Area (DORA) (Grant Project Additional Amount)	$238,000
Citywide Fiber Broadband Network	$5,000,000
20th Street Widening Project (Grant Project Additional Amount)	$2,500,000
Tin Cup Trail Bridge Connector (Existing Project Additional Amount)	$750,000
Project Contingency	$213,251
GRAND TOTAL	$13,779,739



DETAILED GRANT PROJECT STATUS UPDATE

COMMUNITY PROJECT GRANT

Project Name	Streetscape along Main Street from 8th to 15th Street
Total Project Cost	$6,000,000
Grant Period of Performance	August 31, 2030
Anticipated Timeline	Anticipated Construction beginning Summer 2025 Estimated Completion Summer 2026
Project Description	Streetscape from 8th to 15th Street along Main Street, to include some side streets depending on bid prices and available funding. Beautification at 10th and Main Street is separately funded but is part of this overall project on the same timeline.
Project Status Update	Project is currently under design by Olsson. It is anticipated the project will be bid in the Spring of 2025, with construction beginning in the Summer of 2025. It is estimated the project will require one year for construction.



City Match = Transportation Sales Tax	+	Grant Award	+	Other Funding Source	=	Total Project Cost
$3,000,000		$3,000,000		$0		$6,000,000

JUSTICE CENTER GRANT

Project Name	Justice Center Facility Improvements
Total Project Cost	$2,000,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	Project is underway. Estimated Completion Summer of 2025
Project Description	This project consists of the following improvements and updates to the Justice Center: • Electrical Distribution Equipment • Main Distribution Switchboard • Motor Control Center • Domestic Water Distribution • Chilled Water Chillers • Duct Work Cleaning
Project Status Update	• Electrical Distribution Equipment, Main Distribution Switchboard and Motor Control Center are about 30%-40% complete • Domestic Water Distribution contract complete, work is anticipated to be complete by December of 2024 • Chilled Water Chillers are installed and operational; Demolition of former chillers underway • Duct Work Cleaning is complete

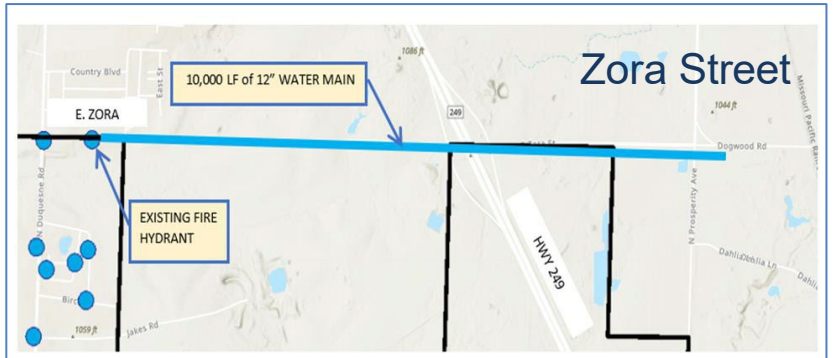




City Match = Public Safety Sales Tax	+	Grant Award	+	Other Funding Source	=	Total Project Cost
$1,000,000		$1,000,000		$0		$2,000,000

DRINKING WATER GRANT

Project Name	Drinking Water Main Extensions
Total Project Cost	$10,000,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by September 30, 2026
Anticipated Timeline	Anticipated Construction beginning Spring 2025 Estimated Completion Spring 2026
Project Description	This project consists of the following water line extensions: • Zora Street Water Main Installation – Install 10,000' of 12" water main along Zora Street from east of Duquesne Road to east of Highway 249 • County Road 180 Water Main Installation – Install 9,000' of 12" water main along County Road 180, north of Apple Road • 7th Street Water Main Installation – Install 6,400' of 12" water main along 7th Street from Duquesne Road to Kinser Road
Project Status Update	Project is currently under design by Allgeier Martin (AMA). It is anticipated the project will be bid in the fall of 2024, with construction beginning in the Spring of 2025. It is estimated the project will be complete in the Spring of 2026.







City Match =		Grant Award		MoAm Funding -	=	Total Project Cost
N/A	+		+			
$-0-		$5,000,000		$5,000,000		$10,000,000

STORMWATER INFRASTRUCTURE GRANT

Project Name	Stormwater Infrastructure Grant
Total Project Cost	$8,676,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by September 30, 2026
Anticipated Timeline	Anticipated Construction beginning Spring 2025 Estimated Completion Summer 2026
Project Description	This project consists of the following nine stormwater projects: • 17th & Annie Baxter — East Town • 9th & St Louis — 12th & Wall • Massachusetts & Murphy Blvd — 5th & Porter • Ten Pin Lane — Texas Avenue 11th to 15th • 26th St Twin Culverts
Project Status Update	These projects have been split into Group A and Group B. Both groups are currently in design with Olsson. The public meeting for Group A has been held. 90% plans for Group A will be submitted to DNR in June with anticipated bid in July. Group B 90% plans will be submitted to DNR in August, with anticipated bid in September. Construction will begin following bid process with estimated completion in the Summer of 2026.

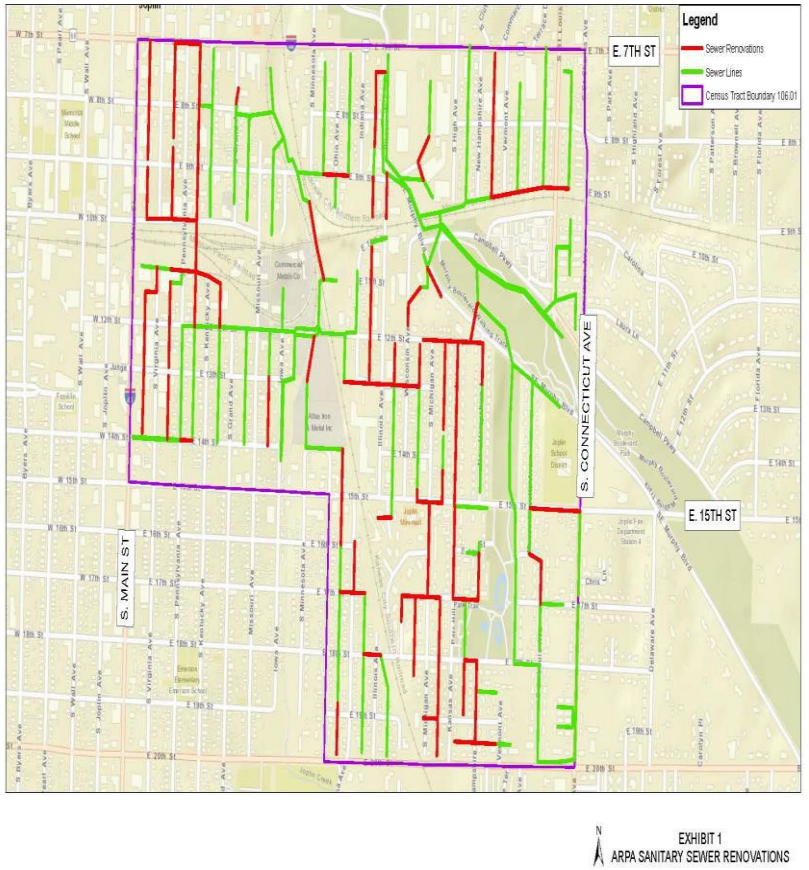




City Match = Parks/Stormwater Sales Tax	+	Grant Award	+	Other Funding -	=	Total Project Cost
$3,676,000		$5,000,000		$-0-		$8,676,000

WASTEWATER INFRASTRUCTURE GRANT

Project Name	Wastewater Infrastructure Grant
Total Project Cost	$5,266,782
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by September 30, 2026
Anticipated Timeline	Construction underway, except for open cut portion; Open cut portion will bid Summer 2024 Estimated Completion Fall 2025
Project Description	This project consists of sewer improvements in the 12th & Iowa area.
Project Status Update	This project is currently under construction, except for the open cut portion of the work, which is anticipated to be bid in the Summer of 2024. The entire project is expected to be completed in the Fall of 2025.



City Match = Sewer Fund	+	Grant Award	+	Other Funding -	=	Total Project Cost
$1,667,000		$3,599,782		$-0-		$5,266,782

20th STREET WIDENING PROJECT

Project Name	20th Street Widening Project
Total Project Cost	$15,632,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by December 31, 2026
Anticipated Timeline	Anticipated Construction beginning Spring 2025 Estimated Completion Fall of 2026
Project Description	This project consists of designing the widening of 20th Street from Schifferdecker to State Line Road and construction of the widening of 20th Street from Schifferdecker to Central City Road. This widening will be designed as a complete street with a separated and designated pedestrian and bicycle path.
Project Status Update	This project is currently under design and right-of-way acquisition. It is anticipated to be bid in the fall of 2024, with construction expected to begin in the Spring of 2025. The estimated completion for this project is September of 2026.





City Match = CIST Fund	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$9,132,000		$4,000,000		$2,500,000		$15,632,000

MOSWIN INTEROPERABILITY RADIO PROJECT

Project Name	MOSWIN Interoperability Radio Project
Total Project Cost	$637,048
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by December 31, 2026
Anticipated Timeline	Purchase is complete.
Project Description	This project provides the system that will allow the Police Department to communicate by radio to public safety agencies across the State of Missouri.
Project Status Update	This project is part of the JASCO MOSWIN conversion project. Recently, a groundbreaking was held in Sarcoxie for the first tower site. The required server equipment has been received. City staff will be working to prepare the radios for the transition. Following JASCO's testing, Joplin will begin the transition. It is expected this project will be complete by December of 2024.



Courtesy Stock Photo

City Match = N/A	+	Grant Award	+	Other Funding -	=	Total Project Cost
$-0-		$637,048		$-0-		$637,048

ZORA STREET WIDENING AND IMPROVEMENT PROJECT

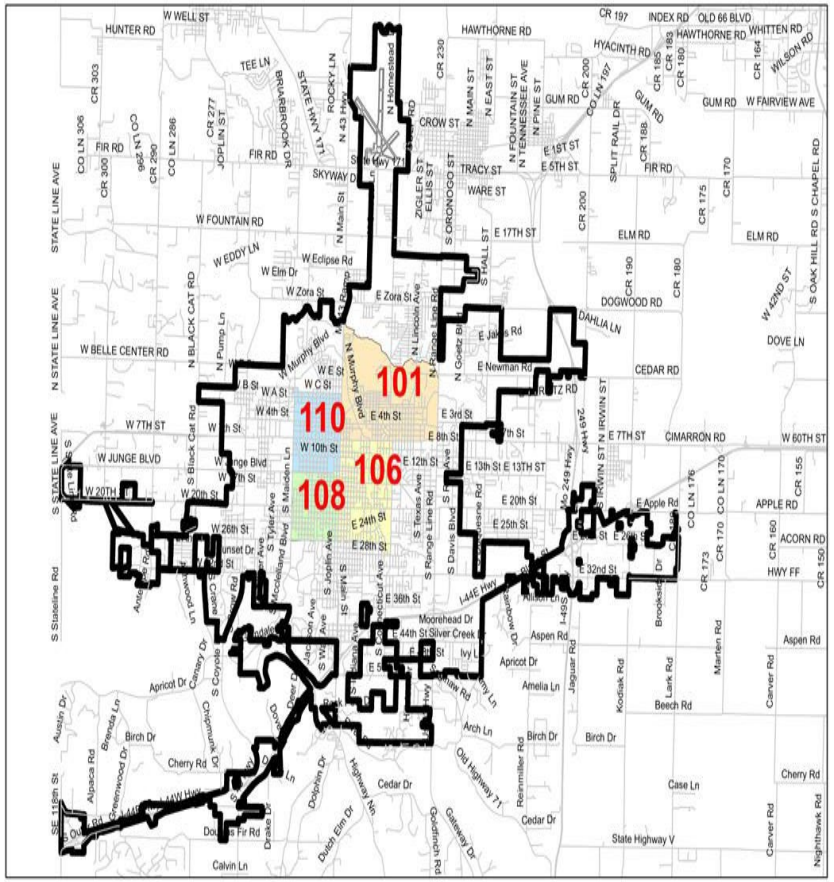
Project Name	Zora Street Widening and Improvement Project
Total Project Cost	$10,754,000
Grant Period of Performance	TBD - Governor's Grant receives extensions
Anticipated Timeline	Anticipated Construction beginning Fall 2024 Estimated Completion Fall 2026
Project Description	This project consists of improving Zora Street from Rangeline Road nearly to Highway 249. It is broken into three phases. The first phase is improving the intersection at Zora and Duquesne Roads. The second phase is improving Zora Street from Duquesne Road nearly to Highway 249. The third phase is improving Zora Street from just east of Rangeline Road to Duquesne Road.
Project Status Update	This project is currently under design and right-of-way acquisition. Phase one has been bid with construction expected to begin in the Fall of 2024. Phase two is anticipated to be bid in the Fall of 2024, with construction to begin in the Spring of 2025. The final phase is expected to be bid in the Spring of 2025, with construction to begin in the Summer of 2025. The estimated completion for the entire project is the Fall of 2026.



City Match = CIST Fund	+	Grant Award	+	City of WC Funding -	=	Total Project Cost
$6,754,000		$4,000,000		TBD		$10,754,000

COMMUNITY REVITALIZATION GRANT

Project Name	Community Revitalization Grant
Total Project Cost	$7,000,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	Estimated Completion June 2026
Project Description	This project begins to address much of the neighborhood revitalization action plans through three programs: • Downpayment and closing cost assistance – No more than 20% of the purchase price not to exceed $40,000 per applicant, based on income guidelines for primary residence inside city limits of Joplin • Home Repairs and Rehabilitation – Maximum award is $25,000 per household for minor exterior repairs such as roof, siding, windows, HVAC, sidewalks, etc. within the 4 Qualified Census Tracts • Demolitions – Follow existing dangerous building process, within the 4 Qualified Census Tracts, no duplication of benefits
Project Status Update	Downpayment and closing cost assistance under way with over 100 applications received to date. Housing condition assessment in QCT 110 complete and 108 is in process, with demolitions underway. Home Repair and Rehabilitation Program is currently being designed with an anticipated start in July of 2024.



City Match = N/A		Grant Award		City ARPA Funding -	=	Total Project Cost
$-0-		$3,500,000		$3,500,000		$7,000,000

FIRE EMS EQUIPMENT

Project Name	Fire EMS Equipment Project
Total Project Cost	$41,894
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	Project is complete.
Project Description	This project is for EMS equipment and training equipment. Specifically, the following items: • Case Review Monitoring Software • Video Laryngoscope • Laryngoscope Blades Pediatric Trainer Adult Trainer EZ IO Supplies
Project Status Update	This project is complete. The equipment has been purchased, received and is in service.



Courtesy Stock Photo

City Match = N/A	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$-0-		$20,000		$21,894		$41,894

FIRE PROTECTION EQUIPMENT GRANT

Project Name	Fire Protection Equipment Grant
Total Project Cost	$54,594
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	Project is complete.
Project Description	This project is for the purchase of 21 sets of turnout gear to begin to provide our firefighters with a second set of turnout gear.
Project Status Update	This project is complete. The equipment has been purchased, received and is in service.





Courtesy Stock Photo

City Match = N/A	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$-0-		$20,000		$34,594		$54,594

POLICE OFFICER EQUIPMENT GRANT

Project Name	Police Officer Equipment Grant
Total Project Cost	$42,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	Project is complete.
Project Description	This project is for the purchase of 20 body cameras for Sergeants and above to ensure all police personnel are properly equipped.
Project Status Update	This project is complete. The equipment has been purchased, received and is in service.





Courtesy Stock Photo

City Match = N/A	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$-0-		$20,000		$22,000		$42,000

LOCAL TOURISM ASSET DEVELOPMENT GRANT

Project Name	Local Tourism Asset Development Grant (Dover Outdoor Recreation Area - DORA)
Total Project Cost	$3,425,133
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by June 30, 2026
Anticipated Timeline	Anticipated Construction beginning Spring 2025 Estimated Completion Spring 2026
Project Description	This project consists of constructing an outdoor bicycle recreation area, including bicycle trails, a pump track, a children's bicycle playground, a restroom, shelter and parking areas to be a regional tourism draw.
Project Status Update	This project is currently under design. Stakeholder meetings and the public meeting have been held. It is anticipated to be bid in the Fall of 2024 with construction beginning in the Spring of 2025. Project completion is expected in the Spring of 2026.



Courtesy Stock Photo

City Match = Parks Stormwater Sales Tax Fund	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$1,750,000		$1,437,133		$238,000		$3,425,133

CYBERSECURITY GRANT

Project Name	Cybersecurity Grant
Total Project Cost	$186,472
Grant Period of Performance	July 31, 2025
Anticipated Timeline	Estimated Completion late Spring 2025
Project Description	This project enhances cybersecurity resilience. It includes the purchase of laptops for training purposes and for areas where certain employees lack access to a daily computer. It also includes domain MFA (multi-factor authentication) and a sandbox server to further enhance cybersecurity efforts. Finally, this grant will cover in-person training for city employees.
Project Status Update	This project is underway. The laptops are purchased and configured. The sandbox server has been delivered and will soon be deployed. The first in-person employee training is complete, with another session scheduled for Fall of 2024. Finally, the domain MFA is expected to be implemented in the late Spring of 2025, which will complete this project.



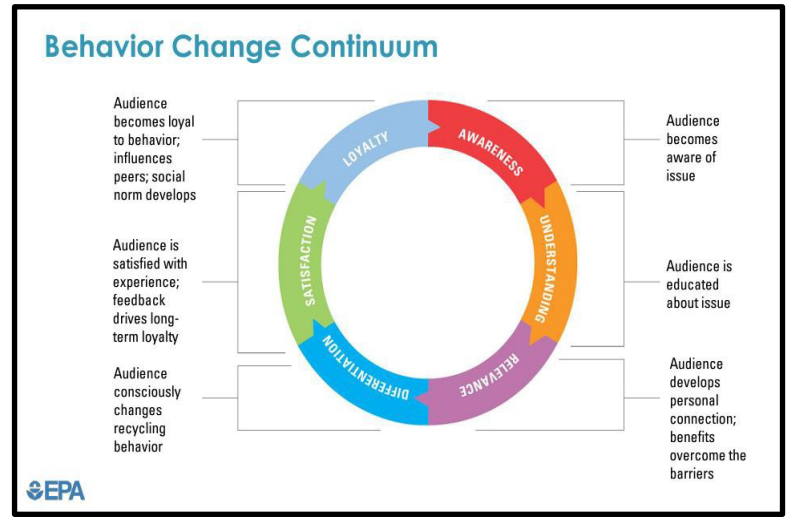


Courtesy Stock Photo

City Match = N/A	+	Grant Award	+	Other Funding -	=	Total Project Cost
$-0-		$186,472		$-0-		$186,472

RECYCLING EDUCATION AND OUTREACH (REO) GRANT

Project Name	Recycling Education and Outreach (REO) Grant
Total Project Cost	$2,355,244
Grant Period of Performance	June 1, 2024 through May 31, 2027
Anticipated Timeline	Anticipate Consultant work beginning August 2024 Estimated Completion May 2027
Project Description	This project will encourage the collection of recycled materials and (1) inform the public about community recycling programs; (2) provide information about the recycled materials that are accepted as part of a community recycling program that provides for the separate collection of residential solid waste from recycled material; and (3) increase collection rates and decrease contamination in community recycling programs.
Project Status Update	The City was assigned a project officer by the EPA for this grant. Since award announcement, the City has been working with the project officer to complete the required paperwork to receive the final award. The final award was just received with a grant start date of June 1. Staff has developed the RFP for the consultant, which has now been released. It is anticipated the consultant will begin work in August 2024 and the grant will be completed in May of 2027.





Courtesy Stock Photo

City Match = Solid Waste Fund	+	Grant Award	+	Other Funding -	=	Total Project Cost
$615,244		$1,740,000		$-0-		$2,355,244

AREAS OF PERSISTENT POVERTY (AOPP) GRANT

Project Name	Areas of Persistent Poverty (AOPP) Grant – Sustainable Structure Transit Study
Total Project Cost	$500,000
Grant Period of Performance	TBD
Anticipated Timeline	Anticipate Consultant work beginning September 2024 Estimated Completion Fall of 2025
Project Description	As a community priority, this project will commission a feasibility assessment that will evaluate local public transportation and recommend feasible options that promote more ridership in areas considered historically disadvantaged communities or designated as areas of persistent poverty. Specifically, the study will define methods of how the City of Joplin can financially support the expansion of its transit system to areas where there is a need for more affordable access to employment, public services, education, and healthcare facilities.
Project Status Update	The City has been completing the required paperwork to receive the final award. It is anticipated the final award will occur this month. City staff has the consultant RFP ready for release upon notice of final award. It is anticipated the consultant will begin work in September of 2024 and complete this project by Fall of 2025.



Courtesy Stock Photo

City Match = Transportation Sales Tax	+	Grant Award	+	Other Funding -	=	Total Project Cost
$100,000		$400,000		$-0-		$500,000

ENERGY EFFICIENT CONSERVATION BLOCK GRANT (ECCBG)

Project Name	ECCBG – City Facilities Energy Evaluation
Total Project Cost	$119,050
Grant Period of Performance	TBD
Anticipated Timeline	TBD
Project Description	This project will further augment the previous Energy Efficiency Evaluation completed in 2022 by studying specific steps the City can take to decrease energy costs at city facilities.
Project Status Update	The City is working to complete the required paperwork to finalize the award.





Courtesy Stock Photo

City Match = N/A	+	Grant Award	+	Other Funding -	=	Total Project Cost
$-0-		$119,050		$-0-		$119,050

AIR TRAFFIC CONTROL TOWER PROJECT

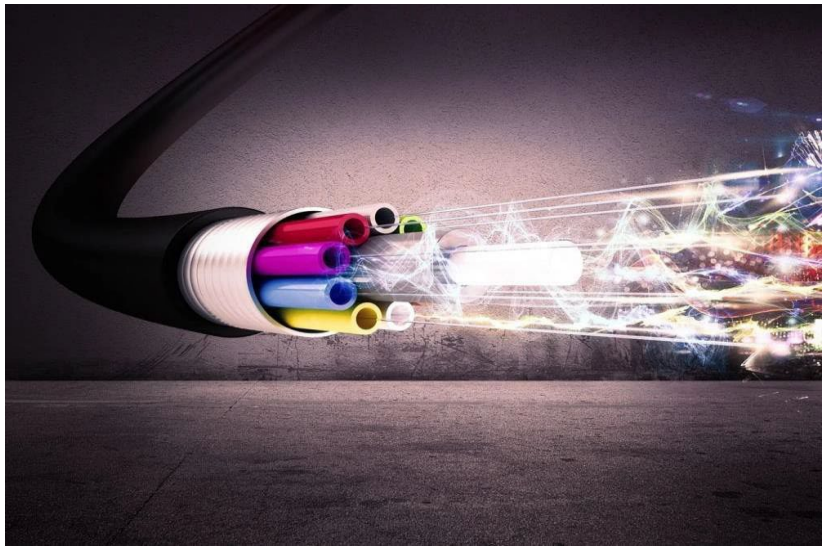
Project Name	Air Traffic Control Tower Project
Total Project Cost	$1,060,310
Grant Period of Performance	August 2027
Anticipated Timeline	Anticipated Construction beginning Summer 2024 Estimated Completion December 2024
Project Description	This project consists of two Air Traffic Control Tower Projects covered mostly by a BIL grant, with the remainder covered by the AIP grant. The first project is for equipment replacement at the ATCT to include tower radios, voice control system, ATIS weather equipment, etc. The second project is for an airport lighting and control management system to remotely control the airport lighting from the tower. This system will be much more reliable through fiber optic cable.
Project Status Update	It is anticipated construction will begin Summer of 2024, with completion by December 2024. Equipment is currently on order but has long lead times.

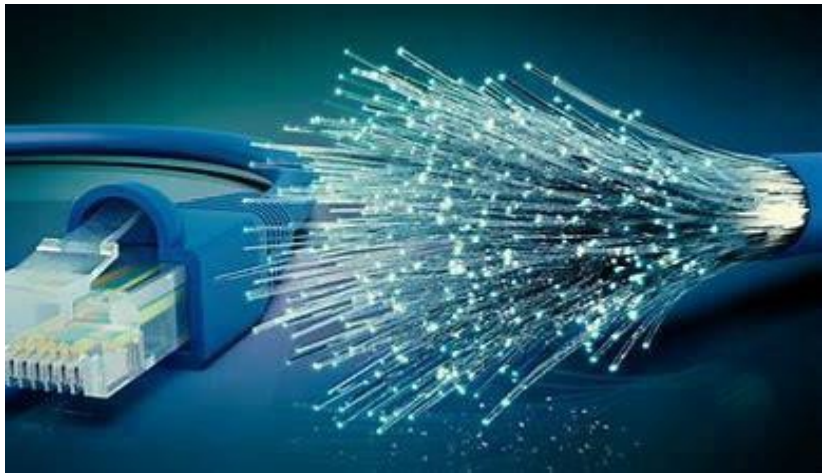


City Match = Airport Fund	+	Grant Award	+	Other Funding -	=	Total Project Cost
$10,015		$1,050,295		$-0-		$1,060,310

CITYWIDE BROADBAND PROJECT

Project Name	Citywide Broadband Fiber Project
Total Project Cost	$5,000,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by December 31, 2026
Anticipated Timeline	Anticipated Construction beginning July of 2024 Estimated Completion is Summer of 2026
Project Description	This project will bring access to fiber broadband access to the entire community.
Project Status Update	Allo is currently finalizing the right-of-way agreement to install fiber in the public right-of-way.



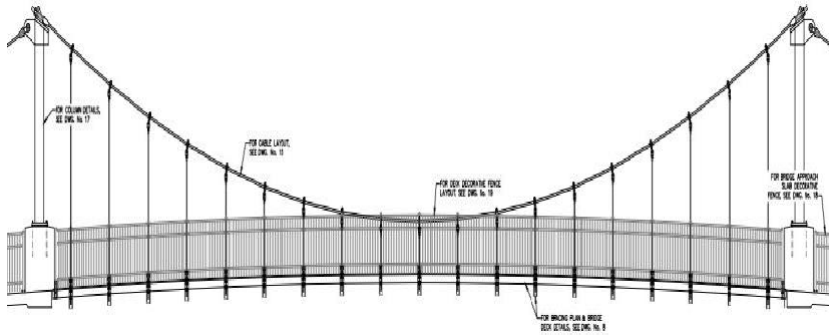


Courtesy Stock Photo

City Match = N/A	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$-0-		$-0-		$5,000,000		$5,000,000

TIN CUP TRAIL BRIDGE CONNECTOR PROJECT

Project Name	Tin Cup Trail Bridge Connector Project
Total Project Cost	$750,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by December 31, 2026
Anticipated Timeline	Anticipated Construction beginning Fall of 2024. Estimated Completion Fall of 2025.
Project Description	This project will construct a bridge as a connector for the Tin Cup Trail in conjunction with construction of both phases of the Tin Cup Trail.
Project Status Update	This project is currently designed and will be bid this month. It is anticipated construction will begin late Summer or early Fall of 2024. The project is expected to be complete by the Fall of 2025.



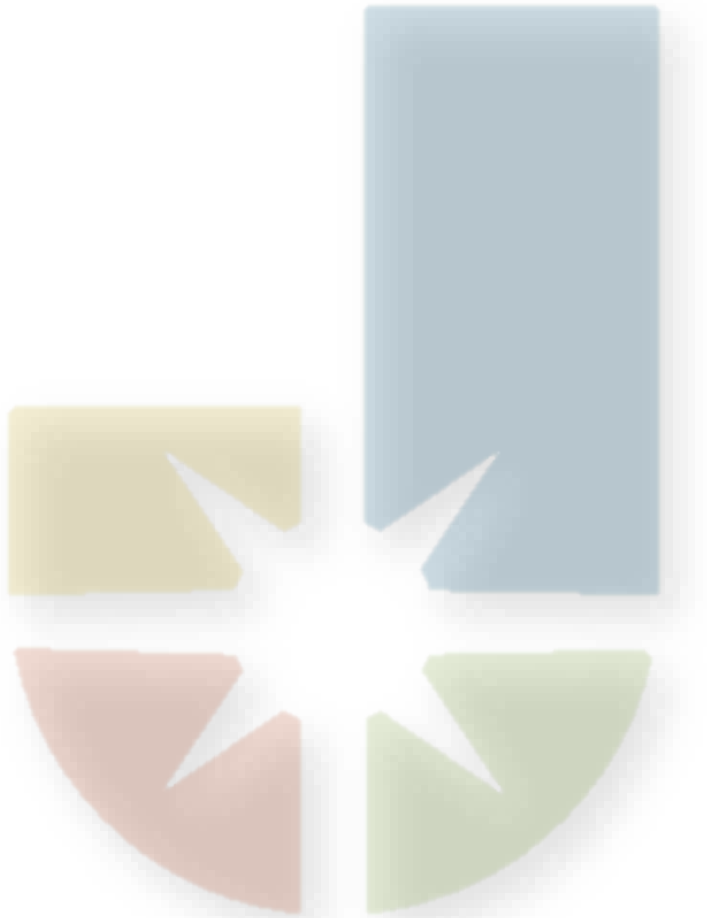
City Match = N/A	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$-0-		$-0-		$750,000		$750,000

MSSU HEALTH SCIENCE INNOVATION CENTER PROJECT

Project Name	MSSU Health Science Innovation Center Project
Total Project Cost	$1,500,000
Grant Period of Performance	Must be under contract by December 31, 2024; Project must be complete by December 31, 2026
Anticipated Timeline	Estimated Completion Summer 2026 with opening classes and activities August 2026
Project Description	This project will construct a new Health Science Innovation Center on the campus of MSSU.
Project Status Update	Design development is complete with all parties approving those plans in March 2024. Package one construction documents currently being finalized and will be later this month. Package two documents are in preliminary development. Fence has been erected around the construction site to allow for pier test drilling. Testing nearly complete, which will yield the needed depth to bedrock for each of the 75 piers that will support the new facility. Anticipated construction completion is Summer 2026 with actual occupancy in August 2026!



City Match = N/A	+	Grant Award	+	City ARPA Funding -	=	Total Project Cost
$-0-		$-0-		$1,500,000		$1,500,000



PENDING GRANT APPLICATIONS

PENDING GRANTS – *Applied Waiting Results*

Grantor Agency	Grant	Project	Grant Amount Requested	Total Project Cost	Date Grant Submitted
DOT	Safe Streets for All	Downtown Loop Project	$2,751,344	$3,439,180	5/13/2024
TAP	Missouri TAP 2024	7th Street Sidewalks (City owned)	$600,000	$1,693,242	4/26/2024
TAP	Missouri TAP 2024	Grand Falls Trail	$600,000	$1,396,005	4/26/2024
DNR/Parks	Land & Water Conservation Grant (LWCF)	Dover Park Trail Addition Project	$500,000	$1,000,000	5/31/2024
DNR/Parks	Recreational Trails Program	Trail benches, bicycle racks, bicycle repair stations, trailway signage across 18 miles of trails in 12 city parks	$147,210	$245,350	2/21/2024
DOT	RAISE	20th Street Widening from Central City Road to State Line Road	$13,000,000	$28,500,000	2/28/2024
DNR/Parks	Outdoor Recreation Legacy Program	Parr Hill Park Improvements	$479,117	$958,235	2/15/2024
State	CIIEG	Mobile Aircraft Fire Trainer	$275,000	$550,000	1/5/2024

PENDING GRANTS – *Applied Waiting Results*

Grantor Agency	Grant	Project	Grant Amount Requested	Total Project Cost	Date Grant Submitted
DOT	Bridge Investment Program	Turkey Creek Bridge at Newman Road	$4,682,843	$5,853,554	3/19/2024
FEMA	Building Resistant Infrastructure and Communities (BRIC)	I-44 Culvert Phase I	$1,125,000	$1,500,000	1/5/2024
DOT	Advanced Transportation Technologies and Innovative Mobility Deployment (ATTAIN)	Upgraded and Interactive Traffic Signals across the City, excluding the Downtown	$2,055,352	$2,569,190	2/2/2024
HUD	CHOICE Neighborhoods	Planning grant for a comprehensive approach to neighborhood transformation	$475,000	$500,000	6/5/2024
	GRAND TOTAL		$26,690,866	$48,204,756	

GRANTS – *Upcoming Anticipated Application Submissions*

Grantor Agency	Grant	Project
MDC	Outdoor Recreation	Grand Falls Overlook, Amenities, Restroom, etc.
FHWA	Active Transportation Infrastructure Investment Program (ATIIP)	Sidewalks for active transportation
DED	Public Works and Economic Adjustment Assistance Program (PWEAA)	Infrastructure at Crossroads Industrial Park to create additional economic capacity
DOT	Railroad Crossing Elimination	TBD
DOT	Charging and Fueling Infrastructure (CFI)	Charging Stations on City Property
DOT	SMART Traffic Signal Grant	Upgraded and Interactive Traffic Signals for the Downtown
DOT	Bridge Investment Program	TBD
FEMA	Flood Mitigation Assistance (FMA)	Phase II I-44 Culvert Mitigation Project
DOT	Infra/Rural Grant Program	20th Street Widening and Improvements from Schifferdecker Avenue to the Missouri/Kansas State Line

NEXT STEPS

- Continue to Execute Grant Projects within Performance Period
- Complete required Grant paperwork and Submit timely Reimbursement Requests
- Present Periodic Public Project Status Updates

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 2024-272 – Alley Vacation

MEETING DATE:
June 17, 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 025-24: An alley located at 1036 S Range Line Rd – Alley Vacation – A request to vacate a portion of alley right-of-way – Seneca Enterprises MO, LLC

BACKGROUND:
Trash trucks and the public currently utilize the alley for access to the commercial property on this block. While City staff would not usually recommend the vacation of a part of an active alley, the developer is offering to record a public access easement running east to west which would connect Range Line Rd to Frost Ave. Furthermore, they will improve a portion of Frost Ave at their own expense. This will provide an alternative connection, with legally recorded access for the public, businesses on this block, city services (trash, emergency services, etc.). Frost Ave is currently a platted street with no improvements. This will also give the residences at 1030/1032 Frost Ave and 2933/2931 E 11th St an improved street built to City standards.

The applicant has not been able to provide vacation consent forms for business/property owners along the rest of the alley. Staff is also waiting on the easement documentation from the applicant. The applicant has requested this case be stricken and they will reapply at a later time.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Tyler Bellairs stated that staff has recommended this case be stricken after consulting with the applicant. The applicant requested to withdraw the case. Max DiCarlo, with First Street Development, requested the case to be stricken based on the comments from the neighbors along the alley. They thought that it was best to take a step back to thoughtfully address the comments, so that everyone is on the same page and that they can gain support from as many neighbors as possible. Mr. Bellairs stated for the record that staff received one petition of protest for this case.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends Striking Council Bill 2024-272
Planning & Zoning Commission recommends Striking Case 025-24 (4 in Favor, 0 Opposed, 2 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 025-24 A request to vacate alley right-of-way.

APPLICANT Seneca Enterprises MO, LLC

REPRESENTATIVE First Street Development, LLC

LOCATION 1036 S Range Line Rd

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley	Approximately 20′X120′

REASON FOR VACATION

The owner of the property located at 1036 S Range Line Rd also owns the property west of the alley. They wish to vacate this portion of the alley right-of-way so that they can run their drive through over it.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are existing utilities in the right-of-way. There is a sanitary sewer main running north to south 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

Trash trucks and the public currently utilize the alley for access to the commercial property on this block. While City staff would not usually recommend the vacation of a part of an active alley, the developer is offering to record a public access easement running east to west which would connect Range Line Rd to Frost Ave. Furthermore, they will improve a portion of Frost Ave at their own expense. This will provide an alternative connection, with legally recorded access for the public, businesses on this block, city services (trash, emergency services, etc.). Frost Ave is currently a platted street with no improvements. This will also give the residences at 1030/1032 Frost Ave and 2933/2931 E 11th St an improved street built to City standards.

The applicant has not been able to provide vacation consent forms for business/property owners along the rest of the alley. Until this has been provided, staff recommends striking this case.

Staff recommends striking Case 025-24.

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.: 025-24
Filing Fee: $600.00
Received: 5/20/24
Date Advertised: _____
Proj. No.: 24-089
Public Hearing Date: 6/10/24

Applicant: First Street Development, LLC. Phone No.: 314.566.8026

Address: 4700 Belleview Ave, Suite 415, Kansas City, MO 64112 Email: andy@firststreetdev.com

Owner: Seneca Enterprises MO, LLC Phone No.: 615.545.6837

Address: 3017 Abigail St., Joplin, MO 64804 Email: ashokpatelabc@gmail.com

Location of Street or Easement: THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

Type of Vacation: Street Easement (Alley) Plat

RIGHT OF WAY VACATION ONLY | UTILITIES & UTILITY EASEMENT TO REMAIN

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,

Vacation of Streets or Easements Procedures

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

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

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

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

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

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

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

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

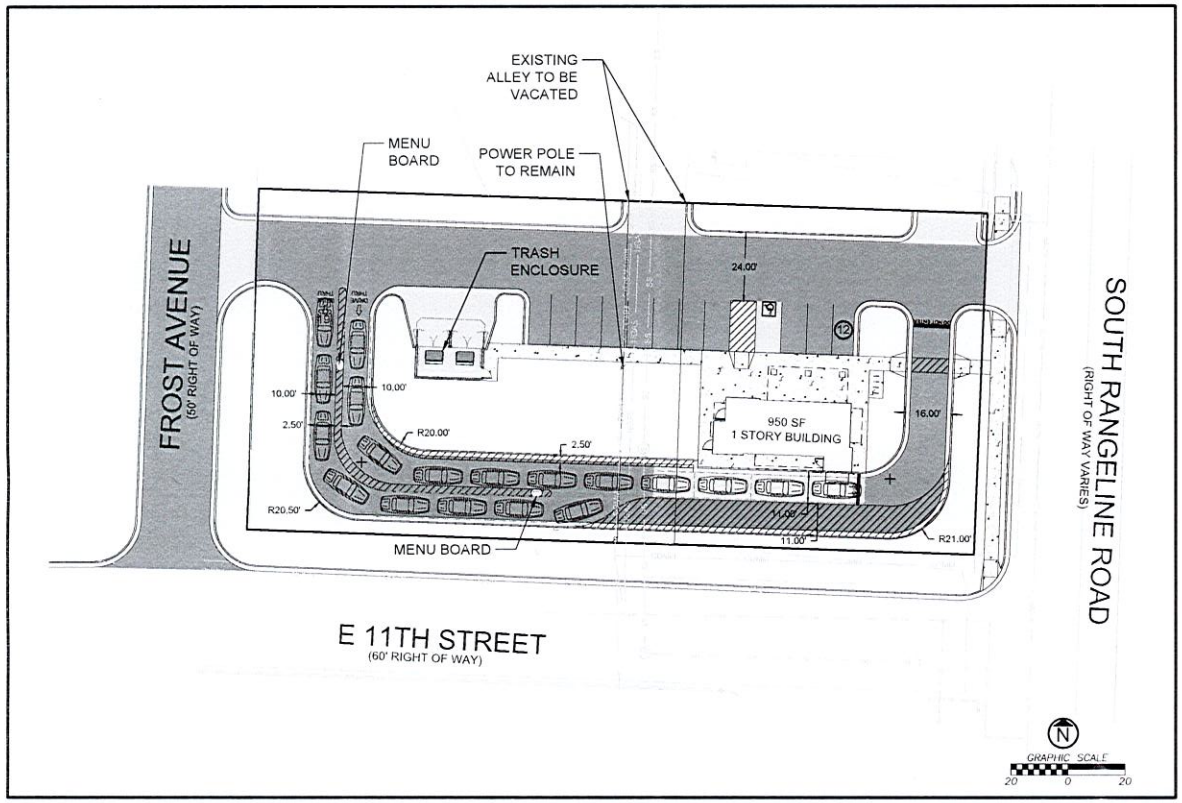
☐ ☒ Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

RIGHT OF WAY VACATION ONLY | UTILITIES & UTILITY EASEMENT TO REMAIN

Utility	Contact	Email	Phone
AT&T	Gene Lollis	IL0967@att.com	417-499-7819
MoAm Water*	Derec Bass	derec.bass@amwater.com	
MoAm Water*	Trenton Mccarty	trenton.mccarty@amwater.com	
MoAm Water*	Bob Kirby	bob.kirby@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1531

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

Signature: _____ **Date:** 5/20/2024



HATCH LEGEND

- STANDARD DUTY ASPHALT PAVEMENT
- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK PAVEMENT

SITE DATA

ZONING- C-3

TOTAL PROPERTY AREA	0.704 ACRES
DISTURBED AREA	X.XX ACRES

BUILDING DATA

BUILDING GROSS SF	APPROX950 SQ FEET

PARKING DATA

CITY REQUIREMENT - RESTAURANT -1 PER 3 SEATS
(OUTSIDE SEATING EXCLUDED)

REQUIRED PARKING	0
PROVIDED PARKING	12
ADA ACCESSIBLE REQUIRED	1
ADA ACCESSIBLE PROVIDED	1

LEGAL DESCRIPTION

ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE

NAME
NUMBER

CLIENT

ENGINEERING FIRM OF RECORD

aubry enterprises.

KANSAS OFFICE
15195 METCALF AVE UNIT A
OVERLAND PARK, KS 66223

COLORADO OFFICE
48700 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

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4/1/2024

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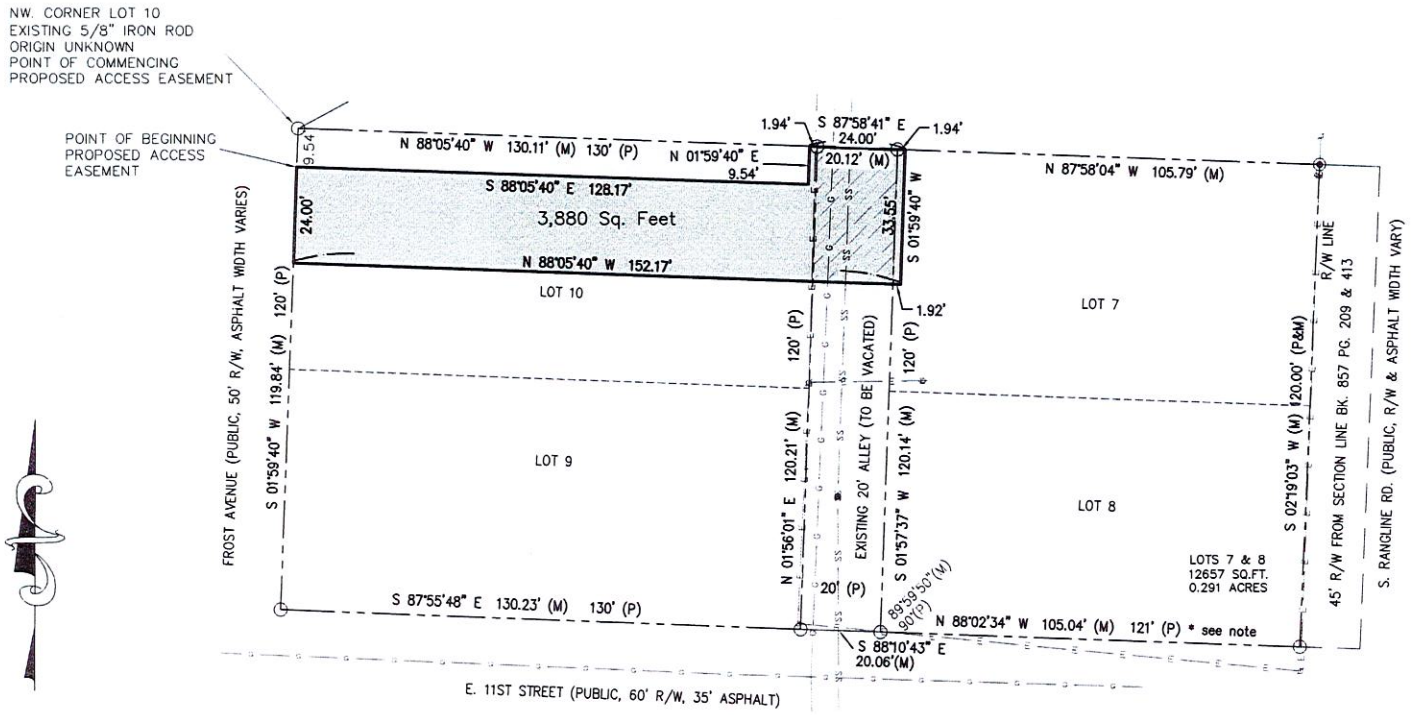


0 30 60

SCALE: 1" = 30'

* No corner monuments were set on Easement (Per request)

* Right-of-Way acquired by MoDOT on the East side of Lots 7 & 8 acquired an additional 15' (including the original 30 feet from plat)

SURVEYOR'S CERTIFICATION

I, William A. Booe, a duly licensed Land Surveyor in the State of Missouri, do hereby certify that this plat was prepared from the notes of an actual on the ground field survey done by me or under my direct supervision on April 19, 2024 and that the information shown hereon is true and correct and meets or exceeds current Missouri Minimum Standards for Boundary Surveys.

STATE OF MISSOURI
WILLIAM A. BOOE
NUMBER PLS-2002010970
PROFESSIONAL LAND SURVEYOR
5-20-24

William A. Booe, PS 2002010970
w.booe@cornerstone-rs.com

LEGEND

- Existing Iron Rod Origin Uncertain (unless noted)
- Set 1/2"x24" Iron Rod with 1.5" Plastic Yellow Cornerstone Cap Stamped LS110 (unless noted)
- Boundary Line
- Easement Line
- (M) Measured Dimension
- (D) Deed Dimension
- (P) Plat Dimension

PROPOSED EASEMENT DESCRIPTIONS & VACATION

PROPOSED ALLEY VACATION AND CONVERTED TO A UTILITY EASEMENT
(WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024):

THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

PROPOSED ACCESS EASEMENT
(WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024):

A TRACT OF LAND LOCATED IN A PORTION OF LOT 7 AND LOT 10 AND THE ADJACENT ALLEY IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE S 01°59'40" W, ALONG THE WEST LINE OF SAID LOT 10, 9.54 FEET TO THE POINT OF BEGINNING; THENCE S 88°05'40" E, BEING PARALLEL TO THE NORTH LINE OF SAID LOT 10, 128.17 FEET; THENCE N 1°59'40" E, 9.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10 AND BEING 1.94' WEST OF THE NORTHEAST CORNER OF LOT 10; THENCE S 87°58'41" E, 24.00 FEET TO A POINT LYING 1.94 FEET EAST OF THE NORTHWEST CORNER OF LOT 7 OF SAID CAMPBELL'S FIRST ADDITION TO JOPLIN; THENCE S 01°59'40" W, 33.55 FEET TO A POINT LYING 1.92 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE N 88°05'40" W, BEING PARALLEL WITH THE NORTH LINE OF LOT 10, 152.17 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N 01°59'40" E, ALONG THE WEST LINE OF SAID LOT 10, 24.00 FEET TO THE POINT OF BEGINNING CONTAINING 3880 SQUARE FEET, MORE OR LESS.

EASEMENT DESCRIPTIONS / ALLEY VACATION
A PORTION OF LOTS 7 & 10,
CAMPBELL'S 1ST ADDITION
To The CITY of JOPLIN, JASPER COUNTY, MO.

DRAWN BY: RRZ	DATE: 5-17-2024	JOB NO. 1-24020053M ESMT	
CHECKED BY: WAB	REVISION DATE: 5-20-2024	REF. JOB NO. N/A	
PREPARED FOR: FIRST STREET DEVELOPMENT			

CORNERSTONE Regional Surveying, LLC
Serving Kansas, Missouri & Oklahoma
617 S. Hwy 69 Pittsburg, KS 66762 Ph: 620-235-1166

Case 025-24: Vacation

An alley located at 1036 S. Range Line Rd-Alley vacation-A request to vacate a portion of alley right-of-way Seneca Enterprises Mo. LLC.

Mr. Tyler Bellairs, City of Joplin Planner, stated the P & Z staff recommended the case be stricken after consulting with the applicant. The applicant had requested to withdraw.

Max DiCarlo, First Street Development, 4700 Belleview Ste 415, Kansas City, Missouri, have requested this case to be stricken based solely on the fact of the comments from the neighbors in the area. They thought it best to take a step back and attempt to thoughtfully address those comments, so they have alignment from everyone in the area and support from as many neighbors as they can. For that reason and in the spirit of collaboration we thought it best to strike it from tonight's agenda until they can meet with neighbors and address their concerns.

Mr. Bellairs stated for the record they did get a petition of protest on this case.

Ms. Warren asked if there were any questions from the Commission on Case 025-24.

There were none.

Ms. Warren asked if there was anyone to speak in favor of Case 025-24.

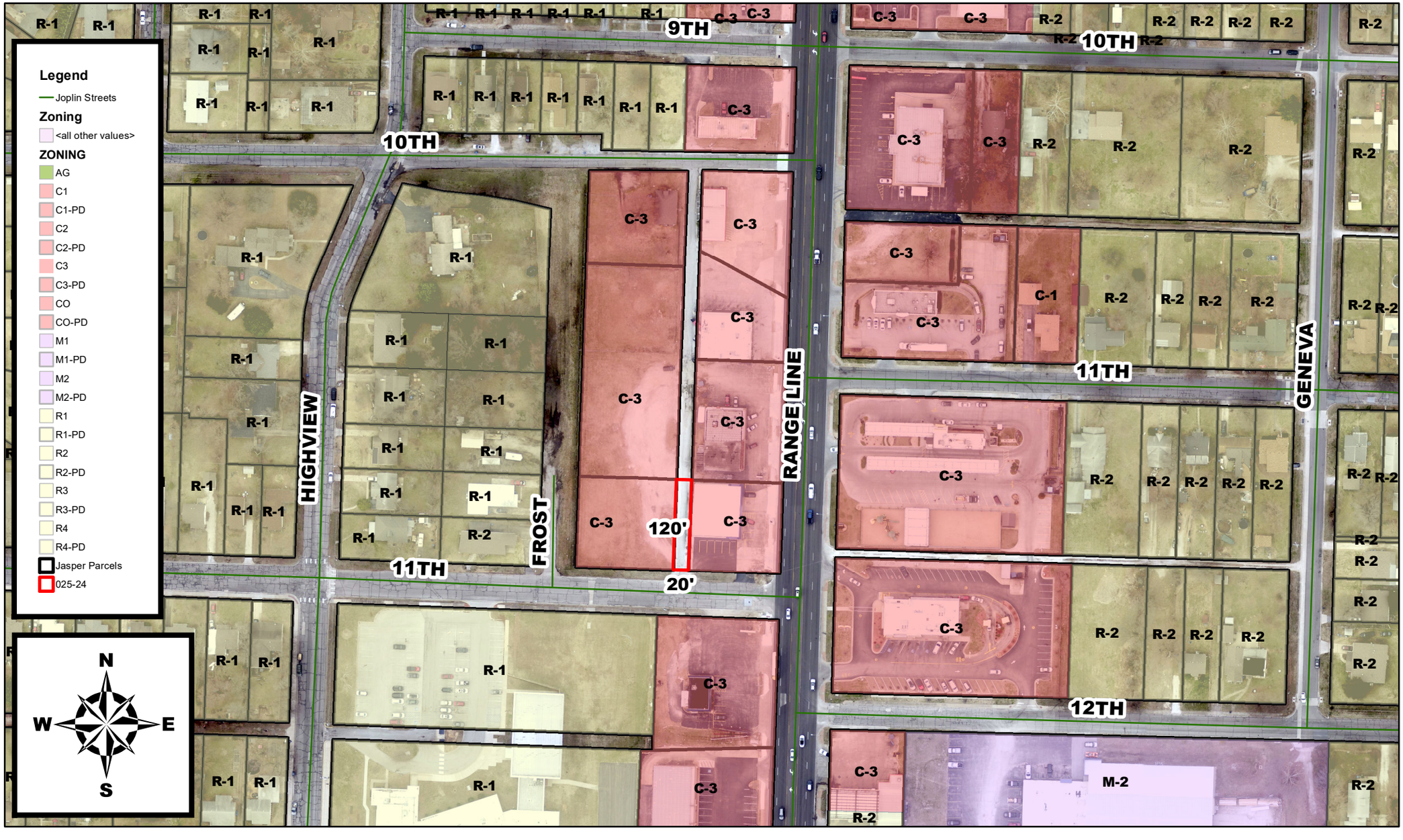
There were none.

Ms. Warren asked if there was anyone to speak in opposition of Case 025-24.

There were none.

MR. LANDIS MOVED THAT CASE 025-24 BE STRICKEN. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (4 IN FAVOR, 0 NAY, 2 ABSENT)

Case 025-24: Alley Vacation



Part of an alley located at 1036 S Range Line Rd - Alley Vacation - A request to vacate part of an alley right-of-way - First Street Development LLC

P & Z Case 025-24
Seneca Enterprises MO, LLC
(P & Z Recommended to Strike)

COUNCIL BILL NO. 2024-272 ORDINANCE NO.

AN ORDINANCE providing to vacate an alley way, lying near property described as 1036 S Range Line Rd, 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 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO 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 _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
JUNE 3, 2024
MEETING MINUTES

CALL TO ORDER

The June 3, 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 Thomas Jefferson High School Students.

ROLL CALL

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

PRESENTATIONS

1201 Byers Proposal by Vita Nova Village

Rhonda Thompson and Morris Glaze with Vita Nova Village presented.

Discussion ensued. Assistant City Attorney Andrea Knoblock explained that the property would have to go through the surplus property process.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

The curbside tree limb pick-up started today for residents affected by the May 6 tornado. Just a couple of reminders:

Tree limbs and vegetation must be at the curbside. City crews and contractors cannot enter private property to get tree limbs.
Please do not place tree or vegetation debris on the streets or sidewalks.
This is a one-pass service. There will not be call backs to return to an area.

Please move cars from curbs if possible. If a car has to remain on the street, please do not park it in front of any tree limb piles so crews can remove vegetation.

Residents are reminded that the Tree Limb Drop-Off site will be open on Friday June 14 and Saturday, June 15 from 8:30 a.m. to 3 p.m. The site is located at 1702 N. Schifferdecker. There is no charge for this drop-off.

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

Joplin Pools are Open! This includes both Schifferdecker and Cunningham Aquatic Centers. We're excited about this, along with offering many options for Family Swim from 6 p.m. to 8 p.m. Be sure to check the Parks website at joplinparks.org or their Facebook page for the schedule.

New dates include:
June 7: Cunningham and Schifferdecker Pool
June 12: Schifferdecker Pool
June 16: Cunningham and Schifferdecker Pool
June 28: Cunningham Pool
July 3: Cunningham and Schifferdecker Pool
July 7: Cunningham and Schifferdecker Pool
July 26: Cunningham Pool
July 28: Cunningham and Schifferdecker Pool
August 6: Cunningham and Schifferdecker Pool
August 16: Cunningham and Schifferdecker Pool

3D Street Painting is coming to Joplin – in a big way.

Visit Joplin has partnered with the World Street Painting Foundation of the Netherlands to create a one-of-a-kind celebration of the Route 66 Centennial.

Over the next three years, 28 international and five U.S. artists will create what will become the world's largest collection of 3D Street Paintings -- 33 paintings in all.
It all begins on Wednesday, June 5th, when three artists will introduce their craft to Joplin, right along Route 66, on the grounds of the Harry M. Cornell Arts and Entertainment Complex.

The artists will create their 3D art on June 5, 6, and 7, and the public is invited to experience the completed art on Saturday, June 8.
In fact, the public is encouraged to visit the artists daily to see how a 3D image is created and brought to life. So stop by the Cornell Complex located on 7th Street, between Joplin and Wall Street.

It all begins June 5th, the World Street Painting Festival – 3 Years and 33 3D Paintings - honoring 100 years of the Mother Road.

The City invites citizens to view conceptual plans for the new Dover Outdoor Recreation Area at a Public Meeting this Thursday, June 6. The meeting will be held from 5:30 to 7:30 p.m. at the Joplin History and Mineral Museum, located at 504 S. Schifferdecker, within Schifferdecker Park, just east of the golf course clubhouse.

This new park will feature biking activities for all ages and skill levels, such as a BMX-style pump track, a children's bike playground, and single-track mountain bike trails throughout. Those attending the meeting can view renderings of initial plans and provide their input about this new park's proposed features and layout. This informal public meeting provides

a come-and-go format for the public to view informational displays, visit with City staff about the park and ask questions about the project.

Last year Missouri Governor announced that the Dover Outdoor Recreation Area (DORA) will receive $1.4 million through the Local Tourism Asset Development Grant Program. DORA was initially introduced to voters as a project within the Parks and Stormwater Sales Tax Renewal efforts in August 2021. The grant funding will offset some of the costs, and the City will provide a match of approximately $1.7 million.

CITIZEN REQUESTS AND PETITIONS

Missi Hesketh requested to speak. Ms. Hesketh was not in attendance.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-271

Mayor Cortez opened the Public Hearing
No one spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-271

Mr. DeTar introduced 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. Motion by Mr. DeTar second by Mr. Lawson that Council Bill No. 2024-271 be stricken. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. The Bill was stricken.

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-270

Mayor Cortez opened the Public Hearing
No one spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-270

Mr. DeTar introduced 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. Motion by Mr. DeTar second by Mr. Lawson that Council Bill No. 2024-271 be stricken. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. The Bill was stricken.

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-269
Mayor Cortez opened the Public Hearing
No one spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-269
Mr. Jackson introduced 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. Motion by Mr. Jackson, second by Mr. Bard that Council Bill No. 2024-269 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. The Bill was read as Council Bill No. 2024-269.

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-268
Mayor Cortez opened the Public Hearing
Damien Tiregol spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-268
Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Bard that Council Bill No. 2024-268 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. The Bill was read as Council Bill No. 2024-268.

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-267
Mayor Cortez opened the Public Hearing
Damien Tiregol spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-267
Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Ms. Carlin that Council Bill No. 2024-267 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. The Bill was read as Council Bill No. 2024-267.

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-265
Mayor Cortez opened the Public Hearing
Joel Standeford spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-265
Mr. Jackson introduced 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. Motion by Mr. Jackson, second by Dr. Farnham that Council Bill No. 2024-265 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. The Bill was read as Council Bill No. 2024-265.

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-266
Mayor Cortez opened the Public Hearing
Joel Standeford spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-266
Mr. Lawson introduced 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. Motion by Mr. Lawson, second by Mr. DeTar that Council Bill No. 2024-266 be stricken. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. The Bill was stricken.

PUBLIC HEARING FOR RESOLUTION NO. 2024-006
Mayor Cortez opened the Public Hearing
Shelby and Nathan Jensen spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

RESOLUTION NO. 2024-006
Mr. Copple introduced 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. Motion by Mr. Copple, second by Mr. Lawson that Resolution No. 2024-006 be passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9.

PUBLIC HEARING FOR RESOLUTION NO. 2024-007
Mayor Cortez opened the Public Hearing
No one spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

RESOLUTION NO. 2024-007
Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Jackson that Resolution No. 2024-007 be stricken. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. This resolution was stricken. There was a protest occurrence of 3.6618%.

CONSENT AGENDA

Motion by Mr. DeTar, second by Mr. Lawson to approve the Consent Agenda. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9.

Minutes Of the May 20, 2024, Joplin City Council Meeting

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. **Ordinance No. 2024-069.**

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. **Ordinance No. 2024 -070.**

RESOLUTIONS

RESOLUTION NO. 2024-008
Mr. Copple introduced 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. Motion by Mr. Copple, second by Mr. Jackson to approve Resolution No. 2024-008. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, and Shaw 9.

RESOLUTION NO. 2024-009

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Copple to approve Resolution No. 2024-009. Voting in favor were Council Members: Bard, Carlin, Copple, DeTar, Farnham, Jackson and Lawson, and Shaw 8. Abstain: Cortez, 1.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-123

Mr. Lawson introduced 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. Motion by Mr. Lawson, second by Mr. Jackson that Council Bill No. 2024-123 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2024-071.**

COUNCIL BILL NO. 2024-506

Mr. Copple introduced 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. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2024-506 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2024-072.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2024-118

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Jackson that Council Bill No. 2024-118 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, and Shaw 9. The Bill was read as Council Bill No. 2024-118.

COUNCIL BILL NO. 2024-121

Mr. Lawson introduced 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. Motion by Mr. Lawson, second by Dr. Farnham that Council Bill No. 2024-121 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, and Shaw 9. The Bill was read as Council Bill No. 2024-121.

COUNCIL BILL NO. 2024-122

Mr. Copple introduced 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. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2024-122 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, and Shaw 9. The Bill was read as Council Bill No. 2024-122.

COUNCIL BILL NO. 2024-124

Mr. Copple introduced 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. Motion by Mr. Copple, second by Mr. Lawson that Council Bill No. 2024-124 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, and Shaw 9. The Bill was read as Council Bill No. 2024-124.

COUNCIL BILL NO. 2024-505

Mr. Copple introduced 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.

Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2024-505 be amended to replace Woodsonia Joplin, LLC with Prospect Village, LLC. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, and Shaw 9.

Motion by Mr. Copple, second by Mr. DeTar that Amended Council Bill No. 2024-505 passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, and Shaw 9. The Bill was read as Council Bill No. 2024-505.

COUNCIL BILL NO. 2024-613

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2024-613 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, and Shaw 9. The Bill was read as Council Bill No. 2024-613.

COUNCIL BILL NO. 2024-614

Mr. Lawson introduced 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. Motion by Mr. Lawson, second by Ms. Carlin that Council Bill No. 2024-614 be tabled for further legal review of previous contract. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, and Shaw 9. The Bill was tabled.

SECOND AND THIRD READING
UNFINISHED BUSINESS

NEW BUSINESS

Mayor Cortez discussed having coffee with the mayor events.

The meeting was adjourned at 8:10 p.m.

Respectfully,

Holly Nagy
City Clerk

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.

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

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

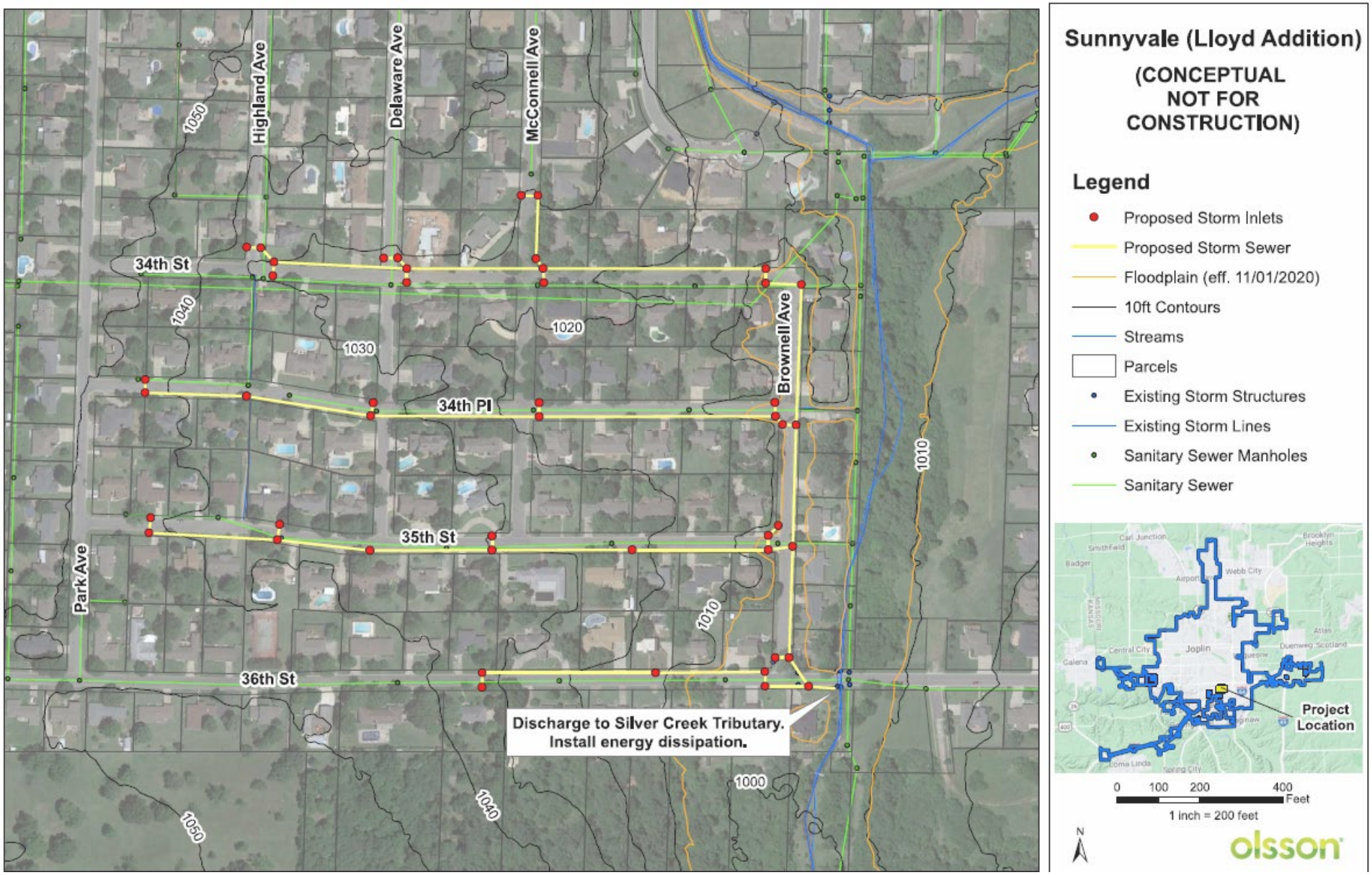
DRILLING ITEM:	DEPTH:				
	0' TO 20'	20' TO 40'	40' TO 60'	60' TO 100'	100' TO 150'
SOIL OVERBURDEN, 4 IN. AUGER	$11.35	$12.70	$14.00	$15.75	-
SOIL OVERBURDEN, 6 IN. HS AUGER	$13.70	$15.75	$17.00	$19.00	-
SOIL OVERBURDEN, 8 IN. HS AUGER	$13.70	$17.00	$20.70	$24.15	-
SOIL OVERBURDEN, 10 IN. HS AUGER	$15.75	$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.™



CB 2024-118 Exhibit Map –

Sunnyvale Stormwater Improvements

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 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.

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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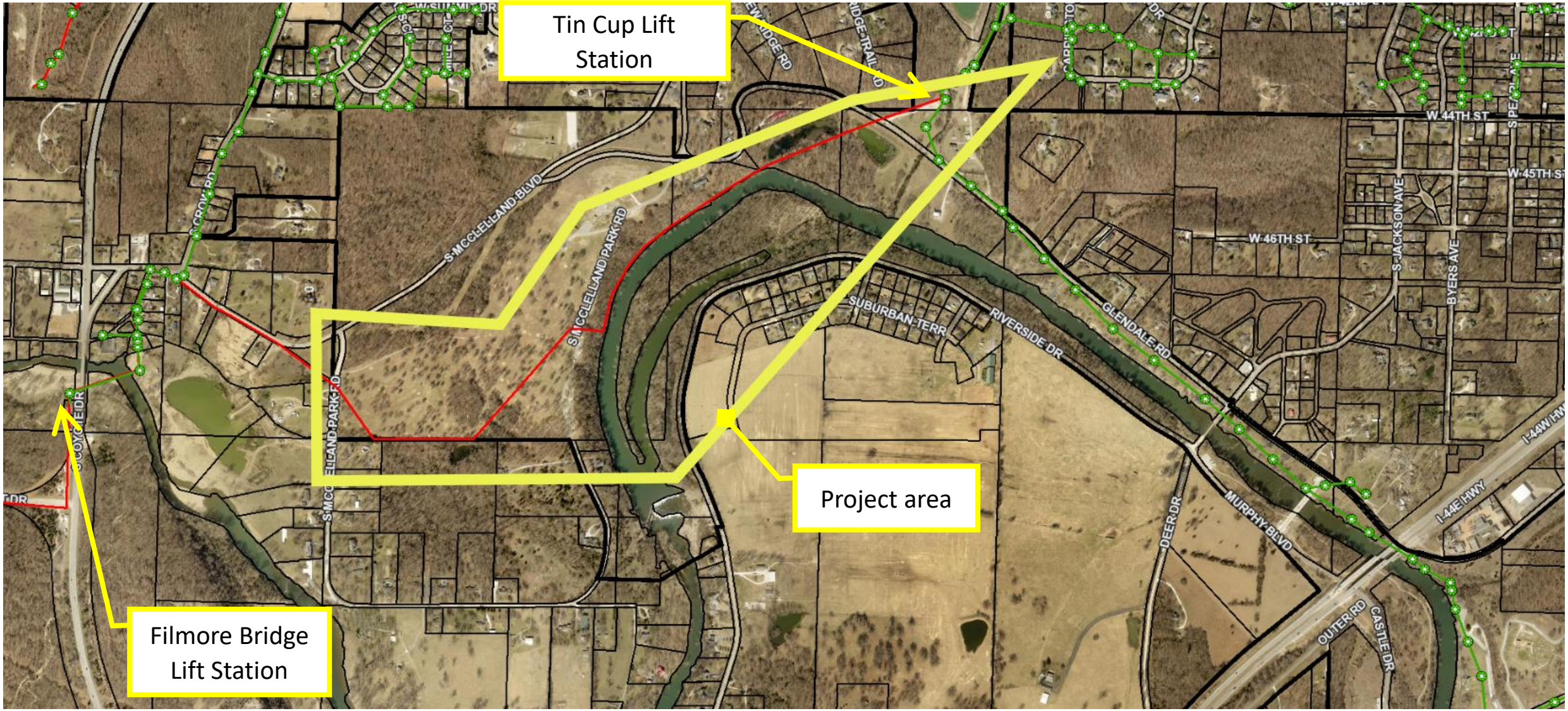
NON-LABOR RATES

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

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 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.

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

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 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.

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

DocuSign Envelope ID: 16CD9393-6E8B-4C27-94CB-68FC87A6412C

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

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

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

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)

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.

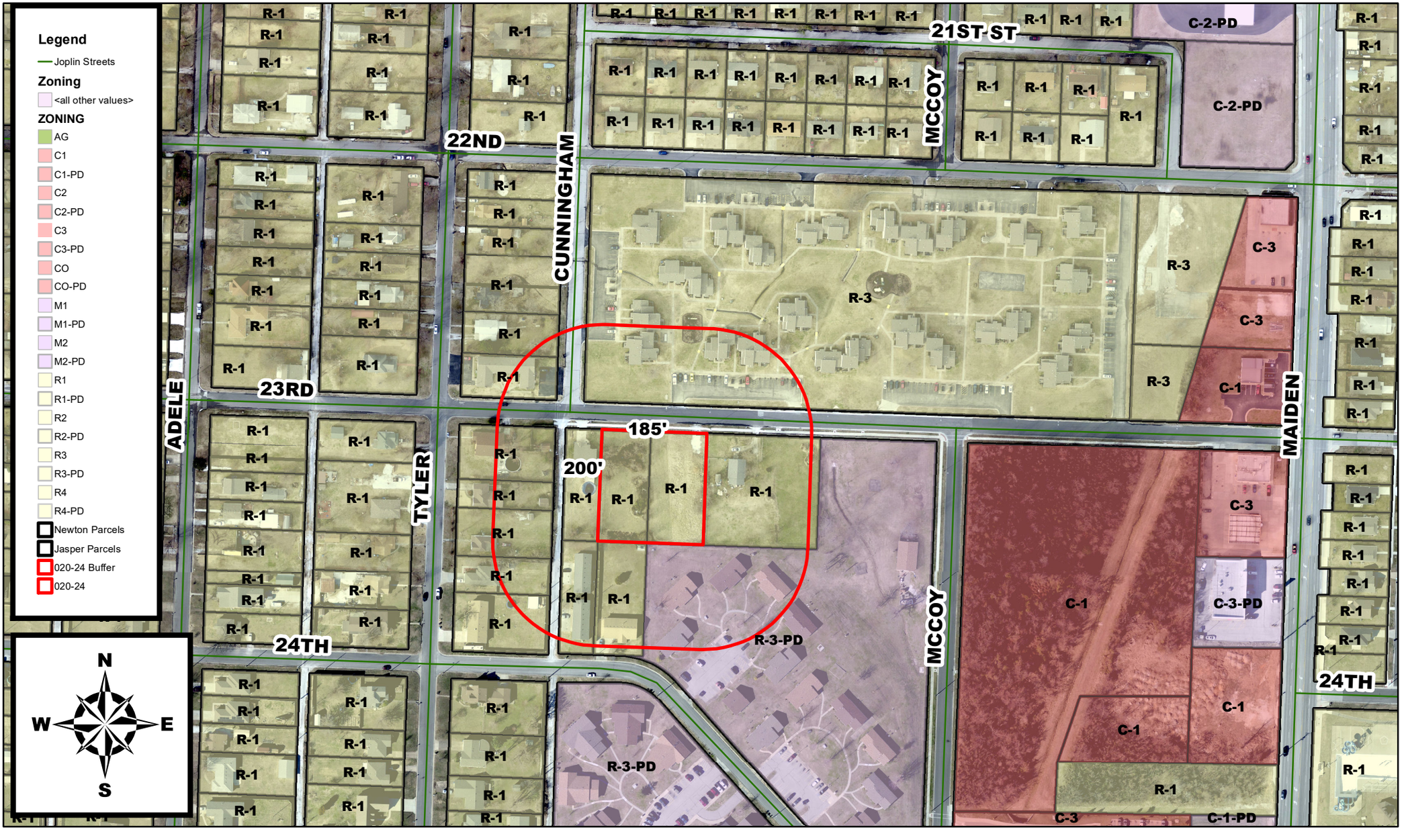
Traffic in the area would remain steady and not change much. This change and development would clean the area up from currently overgrowth and normal lot deterioration.

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: 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 2024-267 – 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

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)

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

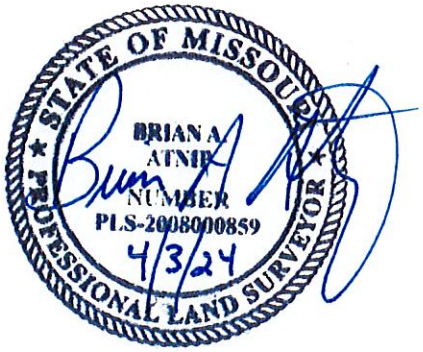
_____
Name of Utility

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.

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

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 2024-269 – 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

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)

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.

_____

_____

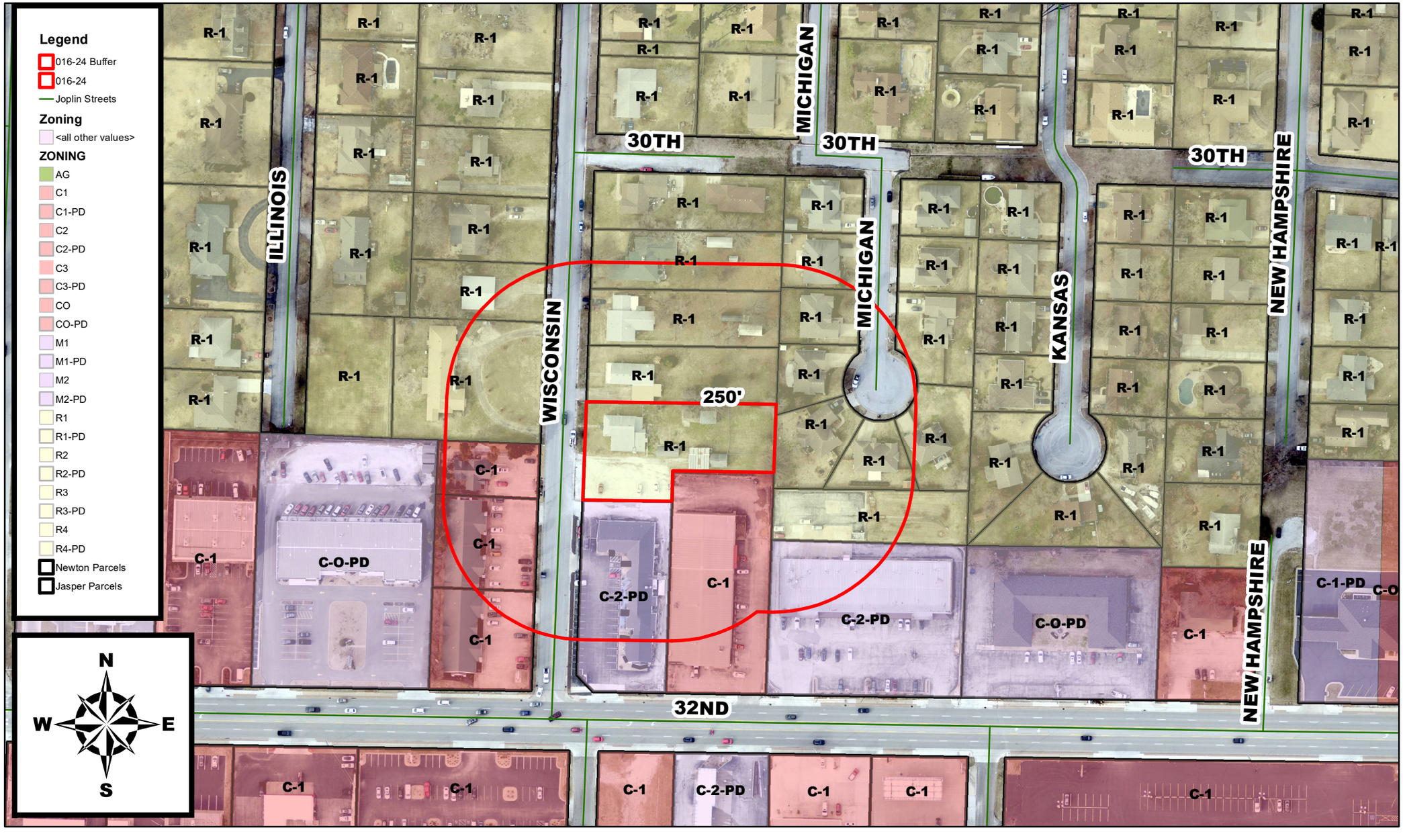
Submission of Documents: The following documents are **required** at time of submission.

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: 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
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.

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"***

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.

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.

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	

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

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Resolution 2024-011 – 2020 Action Plan Substantial Amendment.

MEETING DATE
June 17, 2024

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

SUMMARY
The following is a resolution that authorizes the amendment of a One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the Joplin HOME Consortium's Home Investment Partnership (HOME) Program for program year 2020.

BACKGROUND
The approved 2020 Annual Action Plan allocated approximately $291,000.00 to Community Housing Development Organization (CHDO) special reserve and $110,000.00 to the Homeowner Rehabilitation Program. This resolution amends the plan to move $110,000.00 from the rehabilitation program to CHDO reserve. A public meeting was held on My 9th at Joplin City Hall followed by a public comment period form May 10th to June 10th, 2024. A meeting for HOME Consortium Members and the public was held on May 21st to update the Consortium on program performance, production and the specifics of this amendment. No objection was expressed by all present. There were no public comments received.

RECOMMENDATION
Members of the Joplin HOME Consortium recommend adoption of this Resolution.

ATTACHMENTS
Amended 2020 Action Plan Quick Glance
Resolution No. 2024-011

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

AMENDED FY2020 ACTION PLAN QUICK GLANCE

ORIGIONAL GRANT AMOUNTS

COMMUNITY DEVELOPMENT BLOCK GRANT: **$592,833.00**

- GRANT HAS BEEN EXPENDED

HOME INVESTMENT PARTNERSHIP: **$501,324.00**

- GRANT BALANCE $110,000.00 (EN)

PROJECTS

CDBG PROGRAM $592,833.00

INFRASTRUCTURE IMPROVEMENTS **$371,864.80**

Funding to improve infrastructure conditions in the Eastown Neighborhood. The primary focus of this year's funding will be on sidewalk projects to improve connectivity to neighborhood amenities.

2020 Sanitary Sewer Project Completed

COORDINADED ENTRY PROGRAM **$ 50,000.00**

Coordinated Entry is a point of contact assessment of the homeless or those in danger of becoming homeless. Clients are referred to the appropriate services through the Homeless Coalition.

Program Year 2020 Coordinated Entry Completed

HOMELESS COALITION HMIS FUNDING **$ 17,000.00**

Funding provided to the Homeless Coalition for use of HMIS, a homelessness database required by the Department of Housing and Urban Development

HMIS Licensing paid for Homeless Coalition in 2021

ADMINISTRATION AND PLANNING **$ 113,716.20**

Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc. Also includes $2,500 of funding for the Community Housing Resource Board for the promotion of Fair Housing.

Planning and Administration funds have been expended. Funds used for salary and fringe for City Staff and Community Housing Resource Board Fair Housing contribution.

HOME INVESTMENT PARTNERSHIPS PROGRAM $501,324.00

CHDO ACTIVITIES **$291,059.20**

A Community Housing Development Organization will act as the owner and developer of properties to be newly constructed or rehabilitated for homebuyers.

***COMMUNITY DEVELOPMENT HOUSING ORGANIZATION CAN APPLY FOR MULTIFAMILY DEVELOPMENT AS WELL AS SINGLEFAMILY UNDER THIS ALLOCATION**

- FINAL ALLOCATION FOLLOWING AMENDMENT WILL BE $401,059.20. ALL BUT THE $110,000.00 MOVED FROM HOMEOWNER REHABILITATION IS EITHER EXPENDED FOR COMMITTED.

HOMEOWNER REHABILITATION **$110,000.00**

Substantial rehabilitation for program for income qualifying homeowners throughout the HOME Consortium member jurisdictions.

- FINAL ALLOCATION FOLLOWING AMENDMENT WILL BE $0.00.

PROGRAM ADMINISTRATION ACTIVITIES **$ 100,264.80**

Planning and Administration funding was previously amended and increased using a CARES Act authorized waiver. Funds are expended on pro-rata share of Planning/ Community Development staff and benefits. Utilizing the CARES Act waiver some funds were used for the 2021 Joplin Comprehensive Housing Study.

RESOLUTION NO. 2024-011

A RESOLUTION authorizing the AMENDING of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for program year 2020; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

WHEREAS, the City of Joplin receives CDBG and HOME funds from the Department of Housing and Urban Development on an annual basis for the purposes of providing decent housing, suitable living environments, and economic opportunities for persons of low and moderate income; and

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

Section 1: That the City of Joplin amend the 2020 Year Action Plan for fiscal year 2024 for the Joplin Consortium HOME Investment Partnership Program grant in the amount of $501,324.00 with the U.S. Department of Housing and Urban Development.

Section 2: That the City Manager of the City of Joplin is hereby authorized and directed to execute said Standard Form 424 and Standard Form 424-D Certification to allow submission of the Amended One Year Action Plan, or substantially similar in form, for and on behalf of the City of Joplin.

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holy Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-114 – Construction Agreement with Sprouls Construction, Inc. for the 4th and Murphy Blvd Geometric Improvements.

MEETING DATE
June 3, 2024

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2024-114 Ordinance, Agreement, Bid Summary

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 construction agreement between the City of Joplin and Sprouls Construction, Inc. for the 4th and Murphy Blvd Geometric Improvements project in the amount of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00).

BACKGROUND
The Capital Improvement Sales Tax was approved by voters in 2004. One of the items listed on the project to be funded by the tax was signal improvements. In September 2020, City Council approved a work authorization with Olsson for engineering services for the design of improvements at 4th and Murphy Blvd Geometrics Improvements. In following with the "Improve Community Appearance" directive of the Action Plans, beautification efforts were added to this project. The project will include the installation of new traffic signals, turn lanes, intersection enhancements including sidewalk, pavement, and storm system, and beautification elements.
In accordance with the City of Joplin's procurement policies, a request for bid was advertised in the Joplin Globe on March 9, 2024 and bids were received by the City on April 2, 2024. One bid was received from Sprouls Construction, Inc. The bid is within 10% of the engineer's estimate. The base bid and Alternates one and two will be awarded. The Notice to Proceed will be issued once signed contract documents have been received and executed. The contractor will be given time to procure materials and complete intersection work and shall be completed within 90 days. Additional time is granted for the beautification work; all work must be completed by November 27, 2024.

FUNDING SOURCE
This item is included in the FY 2024 Budget in the Capital Improvement Sales Tax fund and is being partially funded through the Transportation Sales Tax Fund.

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

COUNCIL BILL NO. 2024-114 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Sprouls Construction, Inc. in the amount of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00) for the 4th and Murphy Blvd Geometric Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when this Ordinance shall become effective.

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

Section 1. That the agreement by and between the City of Joplin and Sprouls Construction, Inc. in the amount of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00), a true and accurate copy of said agreement and being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of July 2, 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 2024-114

I hereby certify that a sufficient amount is available in the Capital Improvements Sales Tax and Transportation Sales Tax Funds to pay the amounts called for on the basis of the bids received.

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND SPROULS CONSTRUCTION, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Sprouls Construction, Inc.	
		Address: 397 W. DD Hwy Lamar, MO 64759	
Attention: Dakota Rusk		Attention: Doug Sprouls	
Department: Engineering		Phone: 417-682-9577	Fax: 417-682-2277
Phone: 417-624-0820		4th Street and Murphy Blvd Geometric Improvements	

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

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

4th Street and Murphy Blvd. Geometric Improvements

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 calendar days for the base bid from the date Contractor procures materials, with additional time for alternates with all work being completed by November 27, 2024. Notice to proceed shall be issued by the Director of Public Works within 30 days after the date of this contract. Time is given between notice to proceed and the start of the 90 days to allow for procurement of materials.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 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 Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million 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. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million 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. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million 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 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.

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

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

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

sovereign immunity or official immunity for any monetary amount whatsoever.

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1,000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders

c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million Seven Hundred Thirty-Seven Thousand Seven Hundred Forty-Three and 00/100 dollars ($1,737,743.00), said amount being subject to any approved addenda or change order.

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

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

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on

the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-125 Amendment to Work Authorization number AMA-OC23-019 with Allgeier, Martin and Associates, Inc. for MS4 Permit & Floodplain Management Support project; and setting a date when this ordinance shall become effective.

MEETING DATE
June 17, 2024

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2024-125 Ordinance; Amendment 1 to Work Authorization AMA-OC23-019

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

SUMMARY
This Council Bill approves an amendment to work authorization AMA-OC23-019 with Allgeier, Martin and Associates, Inc. (AMA), for the MS4 Permit & Floodplain Management Support project in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00).

BACKGROUND
Since approval of Council bill 2023-151, AMA has assisted staff with Municipal Separate Storm Sewer Systems (MS4) reporting, plan finalization and renewal of the City's permit from the Missouri Department of Natural Resources (MoDNR). Sarah Simon, PE with AMA has assisted staff with updating forms and documentation processes, as well as, providing direct support during the 2023 report which was completed and submitted to MoDNR in September. Dr. Patterson, PE with AMA has provided floodplain management support thus far; moving forward, he will be spearheading the effort to submit a Letter of Map Revision ("LOMAR") request to the Federal Emergency Management Administration (FEMA) for the regional stormwater management facility built along Murphy Blvd., between E. 15th and E. 20th Streets. The LOMAR work involves establishing the 100-year base flood elevation in conjunction with the updated FEMA model. The consultant's fees are within industry standards for studies of this nature.

FUNDING SOURCE
This item includes a budget amendment to the Stormwater fund.

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

COUNCIL BILL NO. 2024-125 ORDINANCE NO

AN ORDINANCE approving an amended work authorization with Allgeier, Martin, and Associates in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00) for professional engineering services associated with the MS4 Permit & Floodplain Management Support project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

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

Section 1. That the said amendment to work authorization with Allgeier, Martin, and Associates, in the not to exceed amount of One Hundred Thousand and no/100 Dollars ($100,000.00) for professional engineering services associated with the MS4 Permit & Floodplain Management Support project, a true and accurate copy of said amendment to 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 amendment, or amendment in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached agreement, 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 Stormwater Fund.

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 One Hundred Thousand Dollars and No Cents ($100,000.00).

Section 5. That this Council Bill shall have an effective date of July 2, 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

COUNCIL BILL NO. 2024-125 **ORDINANCE NO**

I hereby certify that a sufficient amount is available in the Stormwater Fund to pay the amounts called for this project.

_____

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: Daniel Johnson, P.E. Public Works Director		Attention: Kurt Higgins, P.E., Sr. Vice President	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, Ext 1500	Fax: 417-625-4738	Project: MS4 Program and Floodplain Management Support	

WORK AUTHORIZATION NUMBER _AMA-OC23-019_

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _AMA-OC23_

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

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 of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to 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 additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number AMA-OC23-019 exceed the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00).

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

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

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

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

As of January 1, 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 of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

EXHIBIT A TO AMENDMENT 1 WORK AUTHORIZATION NUMBER AMA-OC23-019 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Design Services Associated with the MS4 Program, Floodplain Management Support and Site Plan Review Support

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 review services as hereinafter stated which shall include customary civil engineering services for evaluation of the City's Draft Floodplain Mapping currently being proposed by SEMA and current MS4 Program and assisting with reviewing site plans/reports submitted to the City of Joplin on an as-needed basis.

1.1.2 The ENGINEER shall perform review services on an hourly basis up to the contract amount with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Review current proposed floodplain mapping by SEMA and provide comments. The proposed floodplain mapping utilizes NRCS Type II for the analysis, which overestimates peak flowrates and increases the footprint of the regulated floodplain. Allgeier Martin will assist the City in presenting to SEMA why Huff's distributions is more representative of observed events in Joplin. Allgeier Martin will also make comments on the proposed mapping identifying critical stormwater improvements the City has made to their system over the past 20-years that are not currently in the SEMA modeling.
1.1.3.2 Regulated Small Municipal Separate Storm Sewer Systems (MS4)/Stormwater assistance.
1.1.3.3 Review of draft stormwater management plan including but not limited to the Minimum Control Measures, TMDL's, and monitoring, recording keeping and reporting documents.
1.1.3.4 Provided Comments, suggestions and draft forms and documents.
1.1.3.5 Provide an engineer to review site plans, stormwater reports, and development plans submitted to the City for approval as needed and requested by the City.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Ongoing Floodplain Mapping/MS4 assistance/Plan Reviews (Identified in Section 1.1)	Engineering Services anticipated through a period ending October 31, 2026.

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 2024-2025"; with a total compensation ceiling of $100,000, as set forth in Amendment 1 Work Authorization Number AMA–OC23-019 to the Agreement for Professional Engineering Consulting Services, Section 5.b.

4. SUMMARY OF ATTACHMENTS
Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

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	$0.67 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 2024-127 – Change Order 3 for Mill and Overlay 2023

MEETING DATE
June 17, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024 - 127 Ordinance, Change Order 3, Map

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

SUMMARY
This Council Bill approves a change order with Blevins Asphalt Construction Company Inc. for Mill and Overlay 2023 in the amount of Three Hundred Fifteen Thousand Seven Hundred Seventeen and 50/100 Dollars, ($315,717.50). This amount covers the change order plus $25,000 contingency for asphalt index and other items.

BACKGROUND
The City of Joplin typically does a yearly overlay program that covers a specific zone of the city. The zone for the 2024 overlay happens to overlap with the area that Missouri American Water is getting ready to perform utility work in. Due to this, the 2024 mill and overlay is being postponed and will be combined with the 2025 overlay. This will allow the utilities to perform work ahead of the City's resurfacing projects so that newly surfaced roads are not cut into. However, there are some items that still need to be paved this year which cannot wait until next year. Each year there are repair items that are planned to be done with the mill and overlay program, such as repairs following sewer projects, sidewalk projects, etc. This change order will cover these items that need to be done this year. City staff will provide project management and inspection for the work.

FUNDING SOURCE
This is included in the FY 2024 Budget in the Transportation Sales Tax Fund.

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

COUNCIL BILL NO. 2024-127 **ORDINANCE NO**

AN ORDINANCE approving an amendment (Change Order 3) to the construction agreement with Blevins Asphalt Construction Company Inc. in the amount of Three Hundred Fifteen Thousand Seven Hundred Seventeen and 50/100 Dollars, ($315,717.50) for the Mill and Overlay 2023 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin, and setting a date when this Ordinance shall become effective.

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

Section 1. That the amendment to the agreement by and between the City of Joplin and Blevins Asphalt Construction Company Inc. in the amount of Three Hundred Fifteen Thousand Seven Hundred Seventeen and 50/100 Dollars, ($315,717.50) for Mill and Overlay 2023, a true and accurate copy of said amendment 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 amendment, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Transportation Sales Tax, appropriations having been approved in the 2023-2024 city budget.

Section 4. That this Council Bill shall have an effective date of July 2, 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

CHANGE ORDER 3

Sheet No. 1 of 2

To Blevins Asphalt Construction Co
PO Box 230
Mt Vernon, MO 65712

Project 2023 Mill and Overlay

You are hereby directed to make the following changes from the contract. Job No._____

❖❖❖

_____
Department / Title

5. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		$1,541,943.53	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER	$	$290,717.50	CONTRACTOR Blevins Asphalt Conctruction Co
3. OVERRUN PREVIOUS	$	$472,337.26	
4. TOTAL OVERRUN TO DATE	$	$762,054.76	by :_____ _____
5. TOTAL		$2,303,998.29	Date
PERCENTAGE OF ORIGINAL CONTRACT		49.42%	

Emergency Provisions of Change Order Policy Used YES □ NO □ Date approved _____

Reason for Emergency and description of work approved _____

_____ _____ _____ _____
SUBMITTED ENGINEER DATE *APPROVAL DIRECTOR OF FINANCE DATE

_____ _____ _____ _____
APPROVAL PROJECT MANAGER DATE *APPROVAL CITY MANAGER DATE

_____ _____
APPROVALSUPERVISOR/ ENGINEERING REVIEWER DATE *When applicable.

_____ _____
APPROVAL OF DEPARTMENT HEAD DATE

Mill and Overlay 2023
Change Order 3



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-505 – Approving a TIF Funding Agreement with Prospect Village, 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 Prospect Village, 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 Prospect Village, 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 Prospect Village, 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:

_____