JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JUNE 20, 2023
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. Legislative Update

   2. Capital Improvement And Public Safety Sales Tax Oversight Committee Semi-Annual Report

      Documents:

      OVERSIGHT COMMITTEE COUNCIL REPORT 6 20 2023.PDF

   3. Proposition Action Update

      Documents:

      PROP ACTION COUNCIL REPORT 6-20-23.PDF
      PROP ACTION COUNCIL SUMMARY REPORT 6-20-23.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mckenna Pulsipher Requested To Speak On Continuing The Conversation About The Signs Around Town Which Display Bigoted Messages.

7. **Public Hearings**

8. **Consent Agenda**

1. Minutes Of The June 5, 2023, City Council Meeting

   Documents:

   JUNE 5, 2023 MINUTES.PDF

2. COUNCIL BILL NO. 2023-270
   AN ORDINANCE providing to vacate approximately 130 feet of an alley, approximately located between 508 S Virginia Ave and 512 S Virginia Ave, City of Joplin, Jasper County, Missouri.

   Documents:

   CB2023-270.PDF

3. COUNCIL BILL NO. 2023-272
   AN ORDINANCE providing to vacate approximately 200 feet of 9th St, approximately located between S Rex Ave and S Peters Ave, City of Joplin, Jasper County, Missouri.

   Documents:

   CB2023-272.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2023-112
   AN ORDINANCE approving an agreement with Olsson, Inc for professional engineering services in the not to exceed amount of Two Million Five Hundred Thirty-Six Thousand Nine Hundred and 00/100 Dollars ($2,536,900.00) for the ARPA Stormwater Grant project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   CB2023-112_SUMMARY SHEET_ARPA STORMWATER AGREEMENT OLSSON_2.PDF
   CB2023-112_ORDINANCE_ARPA WW AGREEMENT OLSSON.PDF
   ARPA STORMWATER AGREEMENT_CITY OF JOPLIN MO_SIGNED.PDF
   ARPA SW PROJECT SITE MAP CB2023-129.PDF

2. COUNCIL BILL NO. 2023-113
   AN ORDINANCE approving an agreement with Allgeier, Martin and Associates, Inc. for professional engineering services in the not to exceed amount of Seven Hundred Eighty-Eight Thousand and 00/100 Dollars ($788,000.00) for the ARPA Wastewater Grant 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

City of Joplin; and containing an emergency clause.

Documents:

CB2023-113_SUMMARY SHEET_ARPA WW AGREEMENT AMA_2.PDF
CB2023-113_ORDINANCE_ARPA WW AGREEMENT AMA.PDF
COJ AGREEMENT FOR ENGINEERING SERVICES - ARPA FORM (002)
COJ EDITS PER MDNR COMMENTS 5-30-23.PDF
ARPA WW EXHIBIT MAP.PDF

3. COUNCIL BILL NO. 2023-128
AN ORDINANCE approving the City of Joplin to enter into a Governor's Transportation Cost Share Agreement with the Missouri Highways and Transportation Commission; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2023-128 SUMMARY SHEET - ZORA GRANT.PDF
CB2023-128 COUNCIL ORDINANCE - ZORA GRANT.PDF
CB2023-128 ZORA AGREEMENT.PDF
CB2023-128 ZORA MAP.PDF

4. COUNCIL BILL NO. 2023-129
AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Three Million One Hundred Seventy-Eight Thousand Two Hundred and Twenty-Two and 50/100 Dollars ($3,178,222.50) for the Baker's Branch East Wastewater Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2023-129 -SUMMARY SHEET BAKERS BRANCH EAST WW EXTENSION.PDF
CB2023-129 -ORDINANCE BAKERS BRANCH EAST WW EXTENSION.PDF
CB2023-129 -BID SUMMARY SHEET BAKERS BRANCH EAST WW EXTENSION.PDF
BAKERS BRANCH EASTWW EXT. CONTRACT.PDF
BANKERS BRANCH EXTENSION EXHIBIT.PDF

5. COUNCIL BILL NO. 2023-512
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022, to adjust appropriations and containing an emergency clause.

Documents:

CB 2023-512 SUMMARY BUDGET AMENDMENT.PDF
CB 2023-512 BUDGET AMENDMENT ORDINANCE FY2023.PDF

CB 2023-512 SCHEDULE A BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO.2023-009
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Right of Access and Construction Agreement (MOU) with East Town Dreams District for the purpose of building a park and playground for children – "HOPE PARK" – on the City's Joe Becker Stadium Clubhouse North Lot; establishing responsibilities for the East Town Dreams District and the City relating to the construction of improvements and maintenance of HOPE PARK; and, authorizing the City Manager to execute said Agreement (MOU) by and on behalf of the City of Joplin.

Documents:

CB NO 2023-009-HOPE PARK MOU-06122023014212.PDF

2. COUNCIL BILL NO. 2023-127
AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD), for the purpose of street construction improvements associated with the 20th Street Widening from Schifferdecker Avenue to Country Club Drive Project; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

Documents:

CB2023 -127 ICA-JSRD SUMMARY 20TH ST..PDF
CB 2023-127 ICA -JSRD ORDINANCE 20TH ST..PDF
CB2023-127 COJ - JSRD INTERGOVERNMENTAL COOPERATIVE AGREEMENT RE 20TH ST WIDENING (2).PDF
CB2023-127 20TH STREET WIDENING MAP.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2023-119
AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of Eight Hundred Sixty-Three Thousand Seven Hundred Thirty-One and 00/100 dollars ($863,731.00) for professional engineering services for the Main Street Streetscape 8th to 15th Street project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2023-119.PDF

2. COUNCIL BILL NO. 2023-271
AN ORDINANCE approving the voluntary annexation by the Council of the

An Ordinance approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located along Missouri Highway I-249 South of Newman Rd.

Documents:

CB2023-271.PDF

13. **Unfinished Business**

14. **New Business**

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

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 15th day of June 2023 (RSMo 610.020)



JOPLIN MISSOURI

SALES TAX OVERSIGHT COMMITTEE UPDATE

COJ Team | June 20, 2023

CITIZEN APPROVED SPECIAL SALES TAXES

Committee oversees the revenues expenditures of the special sales taxes as compared to the promises made to the voters

- How are the special tax dollars being spent?
- What projects have been completed?
- What's the progress towards the remaining projects?
- What do these revenues mean to the Community?

1/4-Cent Parks and Stormwater Sales Tax Phase II	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
Annual Maintenance (10 Years)	TS0501	$ 1,447,600	$ 1,910,031	$ 1,910,031	$ -	$ -	
Softball Complex Amenities	TS0502	1,195,500	986,731	986,731	208,769	-	
Trail Amenities (Benches, Receptacles & Trail Markers)	TS0503	200,100	18,230	18,230	-	-	
Schifferdecker Park Improvements	TS0504	327,000	354,230	354,230	(27,230)	-	
Parr Hill Park Improvements	TS0505	70,000	30,805	30,805	39,195	-	
Skate Pods at Existing Parks	TS0506	240,000	314,694	314,694	(74,694)	-	
Athletic Complex Improvements	TS0507	77,000	48,254	48,254	28,746	-	
Cunningham Park Improvements	TS0508	150,000	83,231	83,231	66,769	-	Donations
Ewert Park Improvements	TS0509	50,000	39,407	39,407	10,593	-	
McClelland to Town Green via Tin Cup Trail	TS0510	1,098,250	1,147,887	1,150,000	-	347,857	Grant Funds
Campbell Parkway Improvements*	TS0511	60,000	-	-	60,000	-	Donations
Garvin Park Improvements	TS0512	13,000	7,637	7,637	5,363	-	
Leonard Park Improvements	TS0513	45,000	41,794	41,794	3,206	-	
McClelland Park Improvements	TS0514	63,500	41,017	41,017	22,483	-	
Humphrey Park Improvements	TS0515	57,000	41,845	41,845	15,155	-	
Overlay 6 Outdoor Basketball/7 Tennis Court Improvements	TS0516	227,500	162,243	162,243	65,257	-	
Landreth Park Improvements	TS0517	120,000	92,002	92,002	27,998	-	
Spiva Park Improvements	TS0518	50,000	23,276	23,276	26,724	-	
Wildcat Glades & Audubon Center Annual Support	TS0519	150,000	150,000	150,000	-	-	
Low Water Bridge to Grand Falls Trail	TS0520	1,300,000	4,235	1,300,000	-	-	
Aquatic Center - Option B	TS0521	5,800,000	5,768,803	5,768,803	31,197	-	
Off Leash Dog Park - Landreth West/Dover South	TS0522	51,500	13,388	13,388	38,112	-	
Joe Becker Turf Project	TS0523	-	461,528	461,528	(461,528)	124,363	Infrastructure Fund 305
Ewert Skate Park Lights	TS0524	-	53,178	53,178	(53,178)	-	
TOTAL PARKS PROJECTS		**$ 12,792,950**	**$ 11,794,446**	**$ 13,092,323**	**$ 32,939**	**$ 472,220**	
Project Completed in Current Quarter							
Project Complete							

In Progress:

Tin Cup Trail –
Clearing for the trail



In Progress:

Tin Cup Trail –
Clearing for the trail



In Progress:

Tin Cup Trail –
Clearing for the trail



1/4-Cent Parks and Stormwater Sales Tax Phase II	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Minor System Improvements ($96,185 Annual Expense)	TS0601	$ 961,850	$ 3,345,853	$ 3,345,853	$ (2,384,003)	$ 140,021	State Grant
Ditch & Detention Pond Mtce ($300,000 Annual Expense)	TS0602	3,000,000	2,049,367	2,049,367	$ 950,633	94,980	
Catch Basin & Closed System Mtce ($250,000 Annual Expense)	TS0603	2,500,000	1,417,917	1,417,917	$ 1,082,083	-	
Regional Detention, NE side of Murphy Blvd. & S. of 15th	TS0604	774,200	26,076	26,076	(53,804)	-	
Regional Det., NE side of Murphy Blvd. & S. of 15th - State Grant**	GSTA09	-	801,928	801,928	-	801,928	State Grant
Regional Detention, W. of Arizona & N. of 32nd	TS0605	2,652,000	1,180,087	1,180,087	200,971	-	
Regional Detention, W. of Arizona & N. of 32nd - State Grant**	GSTA03	-	1,270,942	1,270,942	-	1,270,942	State Grant
Storm Sewer Improvements, Illinois between 7th & 9th	TS0606	987,000	3,027,710	3,027,710	(2,040,710)	-	
Regional Detention, 15th & Massachusetts	TS0607	1,543,000	252,575	252,575	1,290,425	-	
Culvert Improvements, Lone Elm & Murphy Blvd.	TS0608	565,000	395,864	395,864	169,136	-	
Ditch & Culvert Improvements, Connecticut between 32nd & 35th	TS0609	656,000	19,999	656,000	-	-	
Ditch & Culvert Improvements, Connecticut between 35th & 37th	TS0610	518,000	13,502	518,000	-	-	
Channel Improvement, Canterbury Ditch 3rd to 7th	TS0611	1,163,000	181,470	1,163,000	-	-	
Ditch & Culvert Improvements, 4th & School Avenue	TS0612	739,000	1,541,462	1,541,462	(802,462)	-	
Ditch Improvements, Euclid & Odessa/Rolla	TS0613	525,000	486,988	486,988	38,012	-	
Ditch & Culvert Improvements, 10th & Peters Avenue	TS0614	556,000	968,998	968,998	(412,998)	36,578	
New Culvert System, Michigan between 30th & 27th	TS0615	621,000	-	-	(478,574)	-	
New Culvert System, Michigan between 30th & 27th - State Grant**	GSTA04	-	1,099,574	1,099,574	-	1,099,574	State Grant
Ditch Improvements, 2nd & Oliver/McCoy	TS0616	119,000	163,597	163,597	(44,597)	-	
New Culvert System, Hill between Division & Mineral	TS0617	269,000	473,312	473,312	(204,312)	-	
Curb Inlet Improvements, 4th & Tyler/Adele	TS0618	358,000	207,313	207,313	150,687	-	
Joplin Creek, East Drainage Basin	TS0619	2,300,000	-	-	2,300,000	-	
Joe Becker Stadium	TS0620	-	26,075	26,075	(26,075)	-	
Airport - Public Safety Training Center	TS0621	-	92,734	92,734	(92,734)	-	
TOTAL STORMWATER PROJECTS		**$ 20,807,050**	**$ 19,043,343**	**$ 21,165,372**	**$ (358,322)**	**$ 3,444,024**	
Project Completed in Current Quarter							
Project Complete							

In Progress:

Canterbury Ditch, 3rd to 7th Street Channel Improvement



In Progress:

Canterbury Ditch, 3rd to 7th Street Channel Improvement



In Progress:

Canterbury Ditch, 3rd to 7th Street Channel Improvement



In Progress:

Canterbury Ditch, 3rd to 7th Street Channel Improvement



1/4-Cent Parks and Stormwater Sales Tax Phase III	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
Ewert Park Splash Park w/Ice Ribbon	TS0701	$ 5,000,000	$ -	$ 5,000,000	$ -	$ -	
Ewert Park Covered Bball Court	TS0702	550,000	-	550,000	-	-	
Ewert Park Amphitheater	TS0703	250,000	-	250,000	-	-	
Ewert Park Kiosk & Interpretive Signage	TS0704	29,375	-	29,375	-	-	
Annual Park Maintenance	TS0705	1,700,000	36,502	1,700,000	-	-	
Turf Replacement - Miracle, Redden, JBS	TS0706	800,000	-	800,000	-	-	
Overlay/Resurface Sports Courts	TS0707	400,000	-	400,000	-	-	
Park Beautification	TS0708	2,776,384	60,758	2,776,384	-	-	
Dover Outdoor Recreation	TS0709	1,750,000	-	1,750,000	-	-	
Athletic Complex Operations	TS0710	3,000,000	150,000	3,000,000	-		
Tin Cup Trail Phase II	TS0711	1,000,000	132,460	1,000,000	-	-	
Install Security Lighting	TS0712	1,510,000	-	1,510,000	-	-	
Playground Updates	TS0713	1,300,000	-	1,300,000	-	-	
Install Security Cameras	TS0714	300,000	-	300,000	-	-	
Convert Softball to Turf	TS0715	800,000	-	800,000	-	-	
Electrical at Mercy Park	TS0716	250,000	-	250,000	-	-	
Cunningham to Sand Vball	TS0717	90,000	-	90,000	-	-	
McIndoe Park Restroom	TS0718	150,000	-	150,000	-	-	
Dover to Landreth Connector	TS0719	750,000	3,000	750,000	-	-	
Wildcat Park Restroom	TS0720	150,000	-	150,000	-	-	
Landreth Main Street Underpass	TS0721	250,000	-	250,000	-	-	
Campbell Pkwy Improvements	TS0722	850,000	-	850,000	-	-	
TOTAL PARKS PROJECTS		**$ 23,655,759**	**$ 382,720**	**$ 23,655,759**	**$ -**	**$ -**	
Project Completed in Current Quarter							
Project Complete							

1/4-Cent Parks and Stormwater Sales Tax Phase III	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Minor System Improvements	TS0801	$ 1,000,000	$ 13,077	$ 1,000,000	$ -	$ -	
Ditch & Dentention Pond Maintenance	TS0802	2,850,000	52,760	2,850,000	-	-	
Catch Basin & Closed System Maintenance	TS0803	2,350,000	30,161	2,350,000	-	-	
Automated Gate Arms at Murphy Low Water	TS0804	300,000	64,016	300,000	-	-	
Economic Development	TS0805	500,000	-	500,000	-	-	
Durham Acres	TS0806	2,451,500	-	2,451,500	-	-	
17th & Mina Ave	TS0807	2,334,500	-	2,334,500	-	-	
Texas Aveue - 11th to 15th	TS0808	1,451,000	-	1,451,000	-	-	
Old Willow Branch Phase I	TS0809	750,000	-	750,000	-	-	
1st & Joplin Avenue Phase I	TS0810	500,000	-	500,000	-	-	
Sunnyvale Improvements & I-4 Phase I	TS0811	3,178,500	-	3,178,500	-	-	
26th Street Twin Culverts	TS0812	697,500	-	697,500	-	-	
5th & Porter	TS0813	1,527,500	-	1,527,500	-	-	
ARPA Stormwater Projects*	GFARST	-	153	153	-	-	ARPA Grant
TOTAL STORMWATER PROJECTS		**$ 19,890,500**	**$ 160,167**	**$ 19,890,653**	**$ -**	**$ -**	
Project Completed in Current Quarter							
Project Complete							

3/8-Cent Capital Improvement Sales Tax Phase I					FUNDING SOURCES			
	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	TRANSPORTATION SALES TAX	GRANT REVENUE	CAPITAL IMPROVEMENT SALES TAX	TOTAL OF ALL FUNDING SOURCES
CAPITAL IMPROVEMENT PROJECTS:								
City Overlay Program	$ 5,375,000	$ 5,457,921	$ 5,457,921	$ -	$ -	$ -	$ 5,457,921	$ 5,457,921
32nd Street (Main to Jackson) & Jackson Realignment	2,687,500	2,569,515	2,569,515	117,985	977,444	150,000	1,442,071	2,569,515
32nd Street & Main Intersection	4,300,000	6,158,463	6,158,463	(1,858,463)	-	4,396,913	1,761,550	6,158,463
Connecticut Avenue from Murphy to 30th Street	6,450,000	9,029,191	9,029,191	(2,579,191)	1,843,383	-	7,185,808	9,029,191
Maiden Lane from 20th to 30th	2,150,000	624,322	624,322	1,525,678	-	-	624,322	624,322
Maiden Lane from 9th to 17th	2,150,000	517,295	517,295	1,632,705	-	-	517,295	517,295
Maiden Lane - TIGER Grant*	3,871,360	6,229,923	6,229,923	(2,358,563)	-	4,346,085	1,883,838	6,229,923
20th & Main Intersection	1,505,000	406,501	406,501	1,098,499	-	-	406,501	406,501
Connecticut Viaduct at 26th Street	4,300,000	5,364,810	5,364,810	(1,064,810)	2,263,910	694,057	2,406,843	5,364,810
Schifferdecker Avenue, 7th to 32nd Street	2,687,500	348,606	348,606	2,338,894	-	-	348,606	348,606
Schifferdecker - TIGER Grant Portion	1,558,148	2,370,992	2,370,992	(812,844)	-	1,558,148	812,844	2,370,992
Murphy Blvd. from North Main to 7th	1,671,625	152,681	152,681	1,518,944	-	-	152,681	152,681
Zora & Main Interchange & Overpass	15,050,000	5,062,143	5,062,143	9,987,857	1,915,263	-	3,146,880	5,062,143
26th Street, Maiden Lane to Schifferdecker	1,881,250	365,762	365,762	1,515,488	-	-	365,762	365,762
26th Street - TIGER Grant Portion	2,069,375	2,887,535	2,887,535	(818,160)	-	2,069,375	818,160	2,887,535
Zora from Range Line to Main	2,150,000	3,065,206	3,065,206	-	-	-	3,065,206	3,065,206
Broadway/Buchanan Road from St. Louis to Florida	1,290,000	1,086,041	1,086,041	203,959	-	-	1,086,041	1,086,041
West Bypass Corridor Study	161,250	109,061	109,061	52,189	-	161,250	(52,189)	109,061
St. Louis from Broadway to Zora	1,827,500	4,087,890	4,087,890	-	-	-	4,087,890	4,087,890
Existing Traffic Signal Upgrades	2,150,000	1,722,278	2,150,000		-	-	2,150,000	2,150,000
CR 190, 32nd Street to Interstate 44	2,150,000	1,429,147	1,429,147	720,853	-	1,000,000	429,147	1,429,147
Tristate Road, 1st Street to Perkins	376,250	907,844	907,844	(531,594)	-	-	907,844	907,844
20th Street Overpass - TIGER Grant*	3,261,716	8,223,981	8,223,981	-	-	3,770,200	4,453,781	8,223,981
20th Street Transit - TIGER Grant*	468,192	622,732	622,732	(154,540)	-	256,192	366,540	622,732
TOTAL CAPITAL IMPROVEMENT PROJECTS	**$ 71,541,666**	**$68,799,839**	**$ 69,227,562**	**$ 10,534,887**	**$ 7,000,000**	**$ 18,402,220**	**$ 43,825,342**	**$ 69,227,562**

Project Completed in Current Quarter

Project Complete

3/8-Cent Capital Improvement Sales Tax Phase II						FUNDING SOURCES	
	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	GRANT REVENUE	TOTAL OF ALL FUNDING SOURCES
CAPITAL IMPROVEMENT II PROJECTS:							
32nd Street - Schifferdecker to Country Club Road	TC0601	$ 5,939,000	$ 4,144,208	$ 7,500,000	$ -	$ -	$ 7,500,000
32nd Street - Country Club to Central City Road	TC0602	6,220,000	4,445,602	7,535,000	-	-	7,535,000
Neighborhood Transportation Improvements	TC0603	1,500,000	484,152	1,500,000	-	-	1,500,000
Street Surface Repair	TC0604	2,500,000	1,638,763	2,500,000	-	-	2,500,000
Intersection Improvements	TC0605	2,500,000	1,322,049	2,500,000	-	-	2,500,000
Connecticut - 32nd to 44th	TC0606	8,085,000	1,757,420	5,435,000	-	-	5,435,000
44th Street - Rangeline to Connecticut	TC0607	6,135,000	7,446,179	8,000,000	-	-	8,000,000
Zora - Rangeline to MO 249	TC0608	3,308,000	1,158,635	8,840,000	-	-	8,840,000
Connecticut - Overpass at I-44	TC0609	5,374,000	1,329,154	1,329,154	4,044,846	-	1,329,154
6th Street & Virginia Parking Garage Modifications	TCO610	2,687,000	114,817	2,687,000	-	-	2,687,000
20th Street - Schifferdecker to Country Club Road ROW	TC0611	720,000	-	720,000	-	-	720,000
20th Street - Schifferdecker to Country Club Road	TC0612	5,112,000	188	5,112,000	-	-	5,112,000
Jackson - Bridge Replacement at Shoal Creek	TC0613	973,000	515,080	515,080	457,920	-	515,080
Schifferdecker - New Bridge at Turkey Creek	TC0614	600,000	3,042,614	3,042,614	(2,442,614)	1,200,000	3,042,614
TOTAL CAPITAL IMPROVEMENT II PROJECTS		**$ 51,653,000**	**$27,398,861**	**$ 57,215,848**	**$ 2,060,152**	**$ 1,200,000**	**$ 57,215,848**
Project Completed in Current Quarter							
Project Complete							

In Progress:

32nd Street Widening from Schifferdecker to Central City



In Progress:

32nd Street Widening from Schifferdecker to Central City



In Progress:

32nd Street Widening from Schifferdecker to Central City



In Progress:

32nd Street Widening from Schifferdecker to Central City



In Progress:

32nd Street Widening from Schifferdecker to Central City



In Progress:

32nd Street Widening from Schifferdecker to Central City



1/2-Cent Pubic Safety Sales Tax			ORIGINAL	ANNUAL	PRIOR	GRAND	
	PER		PROJECTED	FY 2023	YEARS	TOTAL	
DESCRIPTION	PERSON		COSTS	COSTS	COSTS	COSTS	SUMMARY/EXPLANATION
OPERATIONAL EXPENDITURES (ANNUAL):							
25 Additional Police Officers	70,782	*	1,769,550	1,778,247	35,318,719	37,096,966	25 Police Officers hired
(5 Addtl/5 Shifts)							
5 Detectives/Crime Analyst/Drug Interdiction	70,782	*	353,910	355,649	6,170,918	6,526,567	5 Police Officer/Detectives hired
15 Additional Firefighters for 1st Additional Station	48,379		725,685	740,263	15,723,292	16,463,555	15 Firefighters hired
(4 Addtl/3 Shifts, plus 3 coverage)							
3 Coverage Firefighters for Current Operations	48,379		145,137	148,053	4,146,780	4,294,833	3 Firefighters hired
Increase Station 3 Personnel to 4 Staff	48,379		145,137	148,053	4,146,780	4,294,833	3 Firefighters hired
12 Firefighters for 2nd Additional Station	48,379		580,548	592,211	292,886	885,097	6 Firefighters hired
Fire Training Captain	56,051		56,051	49,351	1,198,541	1,247,892	1 Fire Training Captain hired
Neighborhood Security Light Program			925,000	121,481	3,976,507	4,097,988	
Wireless Access for Public Safety			50,000	3,500	585,283	588,783	Monthly Recurring Charge
Police Substation			10,000	5,600	275,099	280,699	Substation to be repaid
Public Safety Training Center			-	164,429	1,693,344	1,857,773	
Sub-Total Operational Ongoing Costs			4,761,018	4,106,836	73,528,150	77,634,986	
CAPITAL EXPENDITURES (ONE-TIME):							
Mobile Data Computers			375,000		326,190	326,190	MDC's-58 for Police & 15 for Fire Installed
1st Additional Westside Station			1,325,000	-	2,194,100	2,194,100	Construction Complete
Engine for Westside Station			450,000	-	728,053	728,053	Engine Purchased
First Response Vehicle for Westside Station			200,000	-	303,443	303,443	Rescue Purchased
Brush Truck for Westside Station			50,000	-	32,376	32,376	Brush Truck Purchased
Joint Fire/Police Training Center			3,000,000	-	3,457,770	3,457,770	Phase I Complete
Ladder Truck Replacement for Station 1			1,000,000		858,209	858,209	Ladder Truck Obtained
Handheld Ticket Writers ($5,000 @ 46)			230,000		75,664	75,664	Software Based Ticket Writers
Public Safety AS/400 New Unit			100,000		127,476	127,476	Installation Complete
2nd Additional Eastside Station			1,325,000	1,496,743	1,235,427	2,732,170	Station under Construction
Engine for Eastside Station			450,000	876,572	5,555	882,127	Engine on Order
Additional Joint Fire/Police Training Center Needs			2,000,000	-	5,978,958	5,978,958	Training Center Completed
Rebuild Fire Stations lost in tornado				-	1,085,962	1,085,962	Stations rebuilt
Sub-Total One-Time Capital Costs			10,505,000	2,373,315	16,409,183	18,782,498	
TIF Expense Payments to Developer				51,850	4,633,175	4,685,025	
GRAND TOTAL ACTUAL EXPENDITURES				**6,532,001**	**94,570,508**	**101,102,509**	
*The cost of additional dispatchers and vehicles is included in the per person police officer cost.							
Completed Capital Items							

In Progress:

Fire Station #7



In Progress:

Fire Station #7



In Progress:

Fire Station #7



In Progress:

Fire Station #7



TAX OVERSIGHT COMMITTEE

Oversight Committee meets quarterly

- Committee also oversees:
  - ½-cent Pension Sales Tax
  - Use Tax Action Plan Progress

QUESTIONS?

Implementing Proposition Action – One Year In

A REPORT TO THE COMMUNITY

2021: City Staff and Council and Council Approved An Aggressive Plan Based on What the Citizens Said

CITY COUNCIL GOALS for PROPOSITION ACTION:



Community Appearance



Declining Neighborhoods



Economic Development



Address Homelessness



Crime & Safety



Resilient Revenue

People Spoke – The City Listened

Recap of Recent Progress:

- **Annexation: Area around I-249**
- **Homeless Strategic Plan is underway**
- **Positive Marketing of the City**
- **Demolition of Dilapidated Properties (Old Holiday Inn)**
- **Received 8 Applications for Housing Replacement**
- **More included in attached report**

Upcoming Items (Next 3 Months):

- **Finalize Review of JHAP 2.0 program**
- **Finalize Review of the Minor Home Repair Program**
- **Assist with Panhandling Signage and Education Campaign**
- **Review next round of Housing Revitalization Applications**
- **Assist with Positive Marketing Action Plan**

Housing Revitalization Success:



Housing Revitalization Success:



Housing Revitalization Success:



Action Plan:
Housing Revitalization

Adams

Housing Revitalization Success:



Housing Revitalization Success:





Action Plan:
Housing Revitalization

Adams

Implementation Oversight Committee created by Council

Andrea Waggoner
Cleo Copeland
Eric Colbert
Gary Duncan
Jhan Hurn
Kim Cox
Rhonda Thompson
Rob O'Brian
CB Eastman
Dan Pekarek
Erik Bartlett
Gloria Turner
Jim Scott
Mike Seibert
Travis Stephens



Use Tax Revenue through June 2023

USE TAX COLLECTIONS SUMMARY

MONTH COLLECTED	MONTH OF SALES	GENERAL-1%	PUBLIC SAFETY-1/2%	PENSION 1/2%	PARKS & SW-1/4%	TST-1/2%	CIP-3/8%	GRAND TOTAL
March-22	Jan-22	29,692	14,846	14,846	7,423	14,846	11,134	92,787
Apr-22	Feb-22	54,890	27,445	27,445	13,722	27,445	20,584	171,530
May-22	Mar-22	138,581	69,290	69,290	34,645	69,290	51,968	433,065
Jun-22	Apr-22	103,617	51,808	51,808	25,904	51,808	38,856	323,803
Jul-22	May-22	89,392	44,696	44,696	22,348	44,696	33,522	279,350
Aug-22	Jun-22	192,023	96,012	96,012	48,006	96,012	72,009	600,073
Sep-22	Jul-22	134,302	67,151	67,151	33,575	67,151	50,363	419,693
Oct-22	Aug-22	99,677	49,839	49,839	24,919	49,839	37,379	311,492
FY 2022 TOTAL		**842,174**	**421,087**	**421,087**	**210,543**	**421,087**	**315,815**	**2,631,793**
Nov-22	Sep-22	137,379	68,690	68,690	34,345	68,690	51,517	429,310
Dec-22	Oct-22	135,689	67,844	67,844	33,922	67,844	50,883	424,027
Jan-23	Nov-22	100,674	50,337	50,337	25,168	50,337	37,753	314,606
Feb-23	Dec-22	169,817	84,909	84,909	42,454	84,909	63,682	530,679
Mar-23	Jan-23	141,802	70,901	70,901	35,451	70,901	53,176	443,132
Apr-23	Feb-23	126,206	63,103	63,103	31,552	63,103	47,327	394,395
May-23	Mar-23	108,920	54,460	54,460	27,230	54,460	40,845	340,375
Jun-23	Apr-23	116,537	58,269	58,269	29,134	58,269	43,701	364,178
FY 2023 TOTAL		**1,037,025**	**518,513**	**518,513**	**259,256**	**518,512**	**388,885**	**3,240,703**
LIFE-TO-DATE TOTAL		**1,879,199**	**939,599**	**939,599**	**469,799**	**939,599**	**704,700**	**5,872,496**

Use Tax Commitments Through May 2023

USE TAX COMMITMENTS

FY 2023 BUDGET	*$ 1,184,000*	*$ 592,000*	*$ 592,000*	*$ 296,000*	*$ 592,000*	*$ 444,000*	*$ 3,700,000*
DESCRIPTION	**GENERAL 1%**	**PUBLIC SAFETY-1/2%**	**PENSION 1/2%**	**PARKS & SW-1/4%**	**TST-1/2%**	**CIP-3/8%**	**GRAND TOTAL**
Collections:							
Fiscal Year 2022	842,174	421,087	421,087	210,543	421,087	315,815	2,631,793
Fiscal Year 2023	811,568	405,784	405,784	202,891	405,784	304,338	2,536,150
Total Revenue	1,653,742	826,871	826,871	413,434	826,871	620,153	5,167,943
Less One-Time Expenditures:							
Neighborhood Improvement Building Improvem	183,900						183,900
Homeless Strategic Plan	95,000						95,000
Beautification-4th & Murphy					250,000	250,000	500,000
Pension Payments (as stipulated by this tax)			826,871				826,871
Park Ranger First Time Capital Equipment				81,730			81,730
Planning Positions First Time Capital Equipment	242,600						242,600
Swing Fire Personnel First Time Capital Equipment		15,000					15,000
Police Positions First Time Capital Equipment		177,500					177,500
Sub-Total One-Time Expenditures	521,500	192,500	826,871	81,730	250,000	250,000	2,122,601

Continued:

DESCRIPTION	GENERAL 1%	PUBLIC SAFETY-1/2%	PENSION 1/2%	PARKS & SW-1/4%	TST-1/2%	CIP-3/8%	GRAND TOTAL
Less Ongoing Expenditures:							
Park Rangers (2)				24,423			24,423
Planning Positions (7)	-						-
Swing Fire Personnel (3)		25,866					25,866
Police Positions (4)		4,969					4,969
Sub-Total Ongoing Expenditures	-	30,835	-	24,423	-	-	55,258
Total Expenditures	521,500	223,335	826,871	106,153	250,000	250,000	2,177,859
BALANCE	**1,132,242**	**603,536**	**0**	**307,281**	**576,871**	**370,153**	**2,990,083**

Thank You Joplin for Your Support !

JOPLIN
MISSOURI

CITY OF JOPLIN
ACTION PLAN PRIORITIZATION
AS OF MAY 1, 2023

Action Plan	GOAL	STRATEGY	RANK	FUNDING SOURCE	STATUS
Reduce Number of Vacant & Dangerous Buildings	Address Declining Neighborhoods	Strategy - 6	1.1	General	New
Neighborhood Improvement Zone	Address Declining Neighborhoods	Strategy - 2	1.3	General	New
Review Building Codes	Improve Community Appearance	Strategy - 5	1.4	General	Partially In Progress
Update: Building Code review is complete. The next step is identifying recommendations. Staff will provide the Committee and City Council an overview, along with gain Stakeholder input.					
Annexation	Increase Economic Development	Strategy - 1	1.4	General	In Progress
Update: Representatives for the City have been actively approaching property owners along the City's corporate limits to determine interest in annexation. Property must be contigous to existing corporate limits and requires the delivery of sewer infrastructure.					
Modernize Revenue Sources	Resilient Revenue	Strategy - 1	1.4	General	In Progress
Update: The City has diversified revenue by adding the use tax. Staff is continuing to identify further revenue diversification opportunities.					
Review Zoning Codes	Improve Community Appearance	Strategy - 3	1.5	General	Complete!
Update: The new Zoning Code was adopted by the City Council on August 1, 2022 and became effective on August 2, 2022.					
Maintain City Properties	Address Homelessness	Strategy - 2	1.5	General	Partially In Progress
Update: Staff has created a map of known or reported illegal camping sites. The map has not been added to GIS yet. A maintenance plan for these properties is being developed.					
Homeless Service Provider Dialogue	Address Homelessness	Strategy - 4	1.5	General	In Progress
Update: Funds for a Homeless Strategic Plan have been included in the Fiscal Year 2023 Budget.					
Housing Revitilization Plan	Address Declining Neighborhoods	Strategy - 1	1.5	General	In Progress
Update: Program received formal approval by the City Council. The program was advertised with the first round of applications received and five incentives awarded. Program is being updated for next round of applications.					
Joplin Homeowners Assistance Program	Address Declining Neighborhoods	Strategy - 9	1.5	General	New
Rental Property Inspection & Permitting	Address Declining Neighborhoods	Strategy - 11	1.5	General	New
Positive Marketing of City	Increase Economic Development	Strategy - 3	1.5	General	Partially In Progress
Update: Communications Assessment is complete. Staffing recommendations will be advanced in the near future.					
Smart Cities	Increase Economic Development	Strategy - 4	1.5	General/TST/Grants	Partially In Progress
Update: US Ignite recently completed the "Fiber Gap Analysis" study which was presented to Council in December 2021. A 3rd party consultant has been hired to help evaluate and solicit fiber providers. RFP's from fiber providers are due on January 31, 2023.					
Maintain Private Properties	Address Homelessness	Strategy - 3	1.5	General	New
Home Repair Program	Address Declining Neighborhoods	Strategy - 4	1.6	General	New
Review Signage Codes	Improve Community Appearance	Strategy - 4	1.7	General	Partially In Progress
Update: Sign Code review process has been outlined. Committee of Citizen Stakeholders is being formed to assist with the review.					
Beautification Study	Improve Community Appearance	Strategy - 6	1.7	General	In Progress
Update: First step is for the appointment of a Beautification Committee in order to work in conjunction with the Phase III Parks Projects included in the Parks & Stormwater Sales Tax. First beautification project at 4th and Murphy is currently under design.					
Operational Assessment	Increase Economic Development	Strategy - 2	1.8	General	Complete!
Update: Operational Assessment is complete. First recommendation advanced is to add 7 positions in Planning, Community Development and Building to address Action Plans.					
Vacant Lot Inventory	Address Declining Neighborhoods	Strategy - 7	1.9	General	New

CITY OF JOPLIN
ACTION PLAN PRIORITIZATION
AS OF MAY 1, 2023

Action Plan	GOAL	STRATEGY	RANK	FUNDING SOURCE	STATUS
Review Other City Codes	Address Declining Neighborhoods	Strategy - 3	2.1	General	New
Litigation Tools	Address Declining Neighborhoods	Strategy - 12	2.1	General	New
Adopt-A-Street	Improve Community Appearance	Strategy - 1	2.2	General	New
Donation Education	Address Homelessness	Strategy - 1	2.2	General	New
Public Art Incentives	Improve Community Appearance	Strategy - 8	2.3	General	New
County Lot Transfer Program	Address Declining Neighborhoods	Strategy - 8	2.3	General	New
Tenant Bill of Rights	Address Declining Neighborhoods	Strategy - 13	2.3	General	New
Museum and Cultural District	Resilient Revenue	Strategy - 2	2.3	General	New
Residence & Business of the Month	Improve Community Appearance	Strategy - 2	2.7	General	New
Recruitment and Retention	Reduce Crime & Increase Safety	Strategy - 11	1.1	Public Safety	Partially In Progress
Update: A recruitment incentive program was created and approved by the City Council in June 2021. The program granted a $5,000 pay incentive to sworn police officers transferring to the Joplin Police Department. The program was updated to a $10,000 pay incentive effective April of 2022.					
Adequate Staffing	Reduce Crime & Increase Safety	Strategy - 15	1.2	Public Safety	Partially In Progress
Update: Resource allocation study that identified potential improvements for PD's staffing and operations was completed and presented in March 2022. City is working to incorporate those findings into this action plan.					
Fire Safety (Reduced Response Time)	Reduce Crime & Increase Safety	Strategy - 13	1.4	Public Safety	Partially In Progress
Update: A resource allocation study for the Fire Department was completed and presented to the City Council in November 2021. Using that information, city will work to revise this action plan to incorporate suggested recommendations. Fire Chief recommended addition of 3 Fire Captain Swing Positions for adequate staffing of fire trucks and stations.					
Community Outreach & Education	Reduce Crime & Increase Safety	Strategy - 1	1.4	Public Safety	New
Drug Enforcement	Reduce Crime & Increase Safety	Strategy - 10	1.4	Public Safety	New
Traffic Safety	Reduce Crime & Increase Safety	Strategy - 2	1.5	Public Safety	New
Community Engagement	Reduce Crime & Increase Safety	Strategy - 4	1.5	Public Safety	New
Police Visibility	Reduce Crime & Increase Safety	Strategy - 5	1.5	Public Safety	New
Habitual Offender Identification	Reduce Crime & Increase Safety	Strategy - 8	1.7	Public Safety	New
Technology	Reduce Crime & Increase Safety	Strategy - 6	1.8	Public Safety	New
Training and Assistance	Reduce Crime & Increase Safety	Strategy - 3	2.0	Public Safety	New
Analytics	Reduce Crime & Increase Safety	Strategy - 7	2.3	Public Safety	New
Develop Phased Approach	Address Declining Neighborhoods	Strategy - 10	2.1	General/Public Safety	New
Facilities	Reduce Crime & Increase Safety	Strategy - 9	2.5	General/Public Safety	Partially In Progress
Update: SFS, partnering with Corner Greer, has been engaged to complete the facilities assessment. The assessment has been completed and presented to City Council.					
Downtown CID	Downtown Joplin Alliance	Strategy - 1	1.9	N/A	N/A
Business Accelerator Program	Downtown Joplin Alliance	Strategy - 2	2.2	N/A	N/A
Park Security Position	Reduce Crime & Increase Safety	Strategy - 14	1.3	Parks/SW Sales Tax	Complete!

CITY OF JOPLIN
ACTION PLAN PRIORITIZATION
AS OF MAY 1, 2023

Action Plan	GOAL	STRATEGY	RANK	FUNDING SOURCE	STATUS
Update: Plan for this position was presented to the Committee and City Council. The positions are included in the proposed Fiscal Year 2023 budget. Positions have been filled with a start date of January 30, 2023. Training of new personnel will be the next step of this Action Plan.					
Environmental Design of Public Properties	Reduce Crime & Increase Safety	Strategy - 12	2.2	Parks/SW Sales Tax	New
City Properties Maintained	Address Declining Neighborhoods	Strategy - 5	1.5	TST/Parks/SW	New
Complete Streets	Improve Community Appearance	Strategy - 7	1.3	TST/CIP	Complete!
Update: The City Council approved a complete streets ordinance in January 2022. This ordinance will help guide the design future capital improvement projects.					
Limb Drop Off	Improve Community Appearance	Strategy - 9	2.8	TST	New

Key:
In Progress: No Additional Resources Required or Included in FY 2023 Budget
Partially In Progress: Some Additional Resources Required; Partially Complete with exisiting Resources
New: Yet to be Completed

JOPLIN CITY COUNCIL
JUNE 5, 2023
MEETING MINUTES

CALL TO ORDER

The June 5, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Dr. Mark Farnham

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham Doug Lawson, Gary Shaw, Phil Stinnett, Kate Spencer, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Homelessness Strategic Plan

Tony Robyn, Assistant City Manager presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Now that summer is here, so are the mosquitoes. The Joplin Health Department operates a mosquito control program within Joplin's city limits. This program utilizes ultra-low volume fogging to treat adult mosquitoes and mosquito breeding areas in and around neighborhoods. Fogging routes will be posted on the City of Joplin website: www.joplinmo.org under Health Department, Environmental Health, and Mosquito & Vector Control.

While these efforts help control mosquito populations, citizens play an important role in controlling their presence in the community. Mosquitoes need standing water to reproduce, and as little as one teaspoonful of water is enough to achieve this reproduction. Citizens should check places where water may accumulate, such as gutters, bird baths, untreated swimming pools, and tires. Eliminating these sources is the most effective way to minimize mosquitos.

If citizens are encountering large quantities of mosquitoes, please call the Health Dept. at 417-623-6122 and they can help for everyone can have a safe and enjoyable summer!

Have a teen getting behind the wheel soon? Check out First Impact, a 90-minute traffic safety program that educates parents and teen drivers. The program is designed to reduce the number of motor vehicle fatalities, injuries and accidents among teen drivers and will provide parents with the tools to monitor, coach, and support their new driver.

The City of Joplin Health Department is hosting this program on Thursday, June 22 from 6 PM to 7:30 PM at the Joplin Public Library. Registration is required. For more information contact the Health Department at 417-623-6122, ext. 1286 or find more information on the city's website at joplinmo.org.

There are more Sesquicentennial events coming up this week. I'd like to invite Patrick Tuttle with the Visitors Bureau and Celebrations Commission to the podium to tell you more about these.

Flying In and out of Joplin - A HISTORY OF JOPLIN AIRLINES
Presented by Freedom of Flight Museum June 5-7, 9 a.m. to 5 p.m., Joplin Regional Airport Main Terminal at 7331 State Highway 43 in Joplin. Tour guides are available during these times.

Self-guided tours through Friday, June 30. This Sesquicentennial event offers a stroll through the variations of passenger airline travel through Joplin airports. Viewers learn about Joplin's numerous airline carriers and how they contributed to area transportation options and economies using printed and video media. Visitors can pose for a photo in front of the podium Senator John F. Kennedy used as he made a 1960 campaign speech at the Joplin Terminal. Explore other stories of historic aircraft and their pilots gracing Joplin's skies. Free to the public. Geocache location at the site.

Joplin Goes to the Movies – "DUEL" (5th movie of the Series of 8 movies)
Presented by Missouri Eagle and Visit Joplin

June 8, Showtimes 5 p.m. & 7:30 p.m., Bookhouse Cinema, 715 E. Broadway, Joplin
This Sesquicentennial event comprises eight events between April and July 2023, showcasing eight movies featuring events or actors connected to Joplin. Seating is limited to 45. The restaurant will be open before each show.

Duel, 1971
In Steven Spielberg's first full-length movie, Duel, a traveling salesman (Dennis Weaver) is harassed by a menacing 40-ton truck on a remote desert highway. Brilliant in its simplicity, the cult favorite takes road rage to a dangerous level as the traveler, and the mysterious truck driver are pitted against one another in a motorized duel to the death. Gripping with psychological tension, this desperate battle for survival is hailed by critics as a film that "belongs on the classics shelf reserved for top suspensers" (Daily Variety). PG 1:30 Suspense, Thriller. Featuring Joplin native Dennis Weaver. Film introduction by Dr. Chad Stebbins.

CITIZEN REQUESTS AND PETITIONS

McKenna Pulsipher spoke regarding privately owned signs around Joplin at major intersections that display bigoted messages on them.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-272

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-272

Mr. Stinnett introduced Council Bill No. 2023-272 AN ORDINANCE providing to vacate approximately 200 feet of 9th St, approximately located between S Rex Ave and S Peters Ave, City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Ms. Spencer that Council Bill No. 2023-272 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2023-272.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-270

Mayor Lawson opened the Public Hearing.

Jeff Neal spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-270

Mr. Cortez introduced Council Bill No. 2023-270 - AN ORDINANCE providing to vacate approximately 130 feet of an alley, approximately located between 508 S Virginia Ave and 512 S Virginia Ave, City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Shaw that Council Bill No. 2023-270 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, 8. Nays: 0. Abstention: Williams, 1. The Bill was read as Council Bill No. 2023-270.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-271

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-271

Dr. Farnham introduced Council Bill No. 2023-271 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located along Missouri Highway I-249 South of Newman Rd. Motion by Dr. Farnham, second by Mr. DeTar that Council Bill No. 2023-271 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: Spencer, 1. The Bill was read as Council Bill No. 2023-271.

PUBLIC HEARING FOR COUNCIL BILL NO. 2023-510

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

Four (4) Exhibits entered into the Public Hearing record:

Exhibit 1: Petition for the Creation of the 32nd Street Theatre Community Improvement District. Filed on March 27, 2023.

Exhibit 2: City Clerk verification stating that the petition substantially complies with the CID Act dated March 28, 2023.

Exhibit 3: Affidavit of Publication of the notice of Public Hearing published on May 5, 2023, and May 12, 2023.

Exhibit 4: Certified Return Receipts and copy of the notice mailed to the property owners within the proposed district on April 28, 2023.

The Public Hearing was closed.

COUNCIL BILL NO. 2023-510

Council Bill No. 2023-510 - AN ORDINANCE approving a Petition to Establish the 32nd Street Theatre Community Improvement District and creating the 32nd Street Theatre Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community Improvement District, the 32nd Street Place Community Improvement District, Woodsonia Joplin, LLC, and 32nd Street Entertainment, LLC; authorizing the City Manager to execute the Agreement on behalf of the City of Joplin; and containing an emergency clause. Motion will be made during Item 10.7. The Bill was read as Council Bill No. 2023-510.

CONSENT AGENDA

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

Minutes of the May 15, 2023, City Council Meeting

COUNCIL BILL NO. 2023-405 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and The Southwest Missouri Community Alliance that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City. The Council Bill was declared adopted and entitled **Ordinance No. 2023-070.**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-124

Mr. Copple introduced Council Bill No. 2023-124 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Marion Company, LLC DBA Construction Services Group in the amount of One Hundred Eighteen Thousand Eight Hundred Sixty-Seven and 00/100 Dollars, ($118,867.00) for the rehabilitation of Fire Station 3; 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 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause. Motion by Mr. Copple, second by Ms. Williams that Council Bill No. 2023-124 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-071.**

COUNCIL BILL NO. 2023-125

Mr. Copple introduced Council Bill No. 2023-125 - AN ORDINANCE approving the City of Joplin to enter into a construction agreement with G&G Construction Co. Inc. in the amount of One Hundred Sixteen Thousand One Hundred and 00/100 Dollars, ($116,100.00) for the Turkey Creek Wastewater Treatment Plant Grit Auger Replacement; 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. Copple, second by Mr. DeTar that Council Bill No. 2023-125 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-072.**

COUNCIL BILL NO. 2023-126

Victor Rosetta spoke regarding the award of Bakers Branch East Wastewater Extension Phases 1 & 2.

Jason Conklin spoke regarding the Bakers Branch East Wastewater Extension.

Ms. Spencer introduced Council Bill No. 2023-126 - AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Infrastructure Solutions, Inc., in the amount of Three Million One Hundred Sixty-Seven Thousand and Eighty and 00/100 Dollars ($3,167,080.00) for the Baker's Branch East Wastewater Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Ms. Spencer, second by Mr. Copple to deny Council Bill No. 2023-126. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Shaw, Spencer, Stinnett, and Williams, 8. Nays: Lawson, 1. The Council Bill was denied.

Motion by Mr. Stinnett, second by Mr. DeTar to instruct the City Manager to bring forth a new Council Bill awarding the contract to Rosetta Construction in the amount of their earlier base bid. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

COUNCIL BILL NO. 2023-355

Mr. DeTar introduced Council Bill No. 2023-355- AN ORDINANCE approving the contract by and between the City of Joplin and Freeman's Landworxs LLC for the demolition of the structure(s) and clearing of a lot located at 1314 ½ S Byers Ave. in the City of Joplin, Missouri, for Four Thousand Nine Hundred Fifty dollars ($4,950.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Dr. Farnham that Council Bill No. 2023-355 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-073**.

COUNCIL BILL NO. 2023-356

Mr. Stinnett introduced Council Bill No. 2023-356- AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 1731 S Pennsylvania Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred Ninety-Eight dollars ($3,898.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Ms. Spencer that Council Bill No. 2023-356 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-074**.

COUNCIL BILL NO. 2023-509

Mr. Copple introduced Council Bill No. 2023-509- AN ORDINANCE approving the Second Amendment to the 32nd Street Place Tax Increment Financing Redevelopment Plan; approving a Side Letter Agreement for the Implementation of Redevelopment Project 4; approving a Side Letter Agreement for the Implementation of Redevelopment Project 5; authorizing the City Manager to execute the Agreements on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2023-509 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-075**.

COUNCIL BILL NO. 2023-510

Mr. DeTar introduced Council Bill No. 2023-510- AN ORDINANCE approving a Petition to Establish the 32nd Street Theatre Community Improvement District and creating the 32nd Street Theatre Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Theatre Community Improvement District, the 32nd Street Place Community Improvement District, Woodsonia Joplin, LLC, and 32nd Street Entertainment, LLC; authorizing the City Manager to execute the Agreement on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2023-510 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-076**.

COUNCIL BILL NO. 2023-511

Ms. Spencer introduced Council Bill No. 2023-511- AN ORDINANCE approving the Amended and Restated Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC; authorizing the City Manager to execute said Amendment on behalf of the City of Joplin; and containing an emergency clause. Motion by Ms. Spencer, second by Mr. Cortez that Council Bill No. 2023-511 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-077**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2023-119

Mr. Cortez introduced Council Bill No. 2023-119 - AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of Eight Hundred Sixty-Three Thousand Seven Hundred Thirty-One and 00/100 dollars ($863,731.00) for professional engineering services for the Main Street Streetscape 8th to 15th Street project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2023-119 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Cortez, Copple, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 8. Nays: Spencer, 1. The Bill was read as Council Bill No. 2023-119.

SECOND AND THIRD READING
UNFINISHED BUSINESS

NEW BUSINESS

Eileen Donnelly addressed Council.

Mr. DeTar would like to discuss installing signs at the intersection dissuading panhandling.

Ms. Spencer would like for Legal to review ordinances pertaining to licenses and solicitors permits applied to panhandling.

Mr. Stinnett and Mr. Shaw is in agreement with Mr. DeTar.

Mr. Nick Edwards suggested bringing back a map of proposed locations and costs for panhandling signs.

Mr. Copple would like to discuss signs and PSAs regarding panhandling.

Mayor Lawson is in agreement about the signs.

Mr. Copple asked Mr. Bolander about programs for assisting on repairs on a home on 800 block of Porter Ave.

Mr. Copple requested an update on the 20th Street school crossing.

Mr. Nick Edwards stated they expect the work to begin soon. The estimated cost is $65,000 and the city will request the School District pay 50%. Estimated start date end of June, beginning of July. Mr. Johnson stated that the materials will be ordered in the next week or so.

Mr. Copple would like for the city to begin paying for lifeguard uniforms. Mr. Copple would like to put a program in place to reimburse lifeguards for training.

The meeting was adjourned at 8:54 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-270 – Street Vacation

MEETING DATE:
June 5, 2023

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:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 024-23: Vacation of Streets – A request to vacate approximately 130 feet of an alley between 508 S Virginia Ave and 512 S Virginia Ave – 200 Block Commons, LLC

BACKGROUND:
The applicant owns all adjacent property along the alley. The owner plans to improve the entrances for his tenants, along with providing a common greenspace within the vacated property. Utility companies have commented on the request stating that they currently have interests in the easement. There are no objections so long as utility easements remain. No permanent structures will be added impeding the rights of the utility companies or City services.

Mr. Bellairs contacted GFL trash services, who services the properties on the block. GFL stated that they do not have any concerns with the vacation of the alley.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Phillips asked if this would affect the trash services in the area. Mr. Bellairs stated that he had contacted the trash company and the trash company stated that they are able to access the alley by backing in from 6th St. Ms. Steele asked if there was a City requirement for enclosing dumpsters. Mr. Bolander explained that this was only required when the dumpsters are visible from public right-of-way. Mr. Kimble inquired from Mr. Neal where he would be placing his dumpsters. Mr. Neal stated he would be placing them at the end of the alley.

PUBLIC COMMENT;
Mr. Neal, the owner, represented the case. There was no public comment in opposition.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-270
Planning & Zoning Commission recommends approval of Case 024-23 (6 in Favor, 0 Opposed, 1 absent)

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

Case 024-23: Vacation of Streets

> Alley-Vacation of Streets-A request to vacate approximately 130 feet of an alley between 508 S. Virginia Ave and 512 S. Virginia Ave-200 Block Commons, LLC

Jeff Neal, 212 S. Joplin Ave. Ste 3, Joplin, Missouri. Mr. Neal stated he represented 200 Block Commons, LLC. The plans were to turn the space that was 508 S. Virginia Ave into a public greenspace. They plan to build 21 apartments.

Mr. Kimble asked if there were any questions from the Commission on Case 018-23.

Ms. Phillips asked about the trash trucks. She said right now there are dumpsters down there.

Mr. Neal stated the alley was vacated in 1916.

Mr. Bellairs stated he had comments from the trash company. He contacted the trash company on behalf of the applicant. The trash company has confirmed they can get into the alley off 6th St and back into the vacated alley running north and south.

Mr. Kimble stated to be clear. They will back in from Virginia or back in from 6th St.

Mr. Bellairs said they will back in from 6th St. He stated that was what they had done in the past and currently.

Ms. Phillips stated she did not want to see a bunch of dumpsters on Main Street or Virginia or 5th or 6th or compactors or roll off containers.

Mr. Neal stated he did not have an answer for them. He said any one of the properties from 6th back could enforce property rights.

Mr. Bolander said nothing was going to change with the trash company. That was something that Mr. Bellairs had done was to contact them to see if this was an issue. According to the trash company this would not change their practice now. They have rights to use it from the property owners and they currently back up to get the trash.

Mr. Neal said to his knowledge because of the bridges that go from the alley to the building across the alley the trash trucks don't generally go under those bridges because of the bridge height. That is also why the fire department won't go in there as well.

Mr. Kimble asked so where would the apartment trash service be located. Next to the front door on the north side of the building or the west side of the building in the back from 6th St alleyway.

Mr. Neal stated they own Pennington Building and our new trash dumpster space will actually be down the alley further behind our building. So, that was our intention to put it on our half of the vacated alley further down so the trash truck would have less space to travel.

Mr. Kimble asked if there was another door exiting that building closer from the apartments. To take out their trash they are going to have to walk down and around the corner and through the alley to the south.

Mr. Neal said no, there is currently a fire escape that goes down and the tenants would basically be walking the same distance they do now because presently they do not have trash service set up. Trash service for the Pennington Lofts as well as the Christman Lofts would be combined. So, there will not be a new dumpster down there. They will end up using the existing dumpster. It may get dumped more than once a week, but they are not increasing the number of dumpsters in the alley.

Mr. Kimble stated but they will have to walk around the corner and south to drop their trash off.

Mr. Neal stated that was correct. The dumpster currently at the Christman building is around the corner and to the north so it is effectively the same distance.

Mr. Jackson asked if they could repeat what the trash company said they would do for trash service. What was the response to the City.

Mr. Bolander stated that was one of the first things they checked on because it was a concern to the City as well. Also, there was a concern from a neighbor or property owner in that area. According to them nothing changes. Currently, they back down the alley from 6th St and then exit from that same alley. Vacated alley, he stated he should mention.

Mr. Jackson said he was just trying to figure out the access point on 6th St.

Ms. Steele stated she thought restaurants and apartment buildings were required by City code to provide an enclosure for the dumpsters. She asked Mr. Neal if he planned to enclose the dumpsters for that many units. Enclosed by a decorative fence or if not decorative well maintained.

Mr. Neal stated he did not at this point and did not think it was a requirement in this case.

Mr. Bolander stated when it is visible from the public right of way that is a requirement but a lot of the newer developments you will see that when it is visible from the public right of way but in this case behind these facilities if it is not visible between buildings you will see that wall or buffer.

Ms. Steele said to take only one parking space. Just a comment.

Mr. Kimble asked if there were any questions from the Commission on Case 024-23.

There were none.

Mr. Neal stated he wanted to make one more comment. They had already received an easement from the City on this property. That easement happened prior to them gaining ownership of the buildings to the north. So, that alley already had an easement that they are allowed to build into which is 8 feet of the 20 feet wide alley. So, at this point the alley had already been reduced to 12 feet wide by the easement they were granted a 1 year or 1-½ year ago. So, the utility of that remaining space becomes less and less.

Mr. Kimble asked if anyone wished to speak in favor of Case 024-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 024-23.

There were none.

MR. JACKSON MOVED THAT CASE 024-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED.
(6 IN FAVOR, 0 NAY, 1 ABSENT)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 024-23 A request to vacate an alley.

APPLICANT 200 Block Commons, LLC.

REPRESENTATIVE 200 Block Commons, LLC.

LOCATION Approximately 130 feet of an alley between 508 S Virginia Ave and 512 S Virginia Ave

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley	Approximately 130′

REASON FOR VACATION

200 Block Commons, LLC is requesting to vacate the alley, to provide better entry for their tenants, along with a common green space. Utility easements will remain.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Yes, Spark Light, Spire Gas, and Liberty Utilities have utilities located in the right-of-way.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

Other than the utilities that are already located in the right-of-way, utilities do not have any future plans to locate within the right-of-way.

DISCUSSION

Utility easements will remain, but public right-of-way is requested to be vacated. The proposed development of the property will not include any buildings or permanent structures. The applicant plans to build entry steps for the tenants, as there is currently a significant drop from the door to ground level. The applicant also seeks to develop a green common space for the tenants.

Mr. Bellairs contacted GFL trash services, who services the properties on the block. GFL stated that they do not have any concerns with the vacation of the alley.

Staff recommends approval of Case 024-23.

ENCLOSURES

- Application
- Map

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.

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.: 024-23
Filing Fee: $550.00
Received: 4/7/23
Date Advertised: _____
Proj. No.: 23-161
Public Hearing Date: 5/8/23

Applicant: 200 Block Commons, LLC Phone No.: 417-849-1605

Address: 212 S. Joplin Avenue, Suite 3, Joplin, MO 64801 Email: jneal@nealgroupconstruction.com

Owner: same as above Phone No.: _____

Address: _____ Email: _____

Location of Street or Easement: Alley between 512 S. Virginia and 508 S. Virginia, Joplin

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

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

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

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

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

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

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

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

Utility	Contact	Email	Phone
AT&T	Jon Fisk	jf4583@att.com	417-529-0840
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:** 4-7-23

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: 200 Block Commons, LLC
Phone: 417-849-1905
Email: jneal@nealgroupconstruction.com

Be it known that 200 Block Commons, LLC *, 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 between 512 S. Virginia and 508 S. Virginia

Located at: on the 500 block of Virginia's west side and extending to the vacated alley between Main and Virginia.

For the following purpose: residential redevelopment of the surrounding buildings, resulting in a new main entry for the apartments being built in 512 S. Virginia and common green space for the apartments and commercial space being built at 506 S. Virginia. See attached rendering and map.

For Utility Use:

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

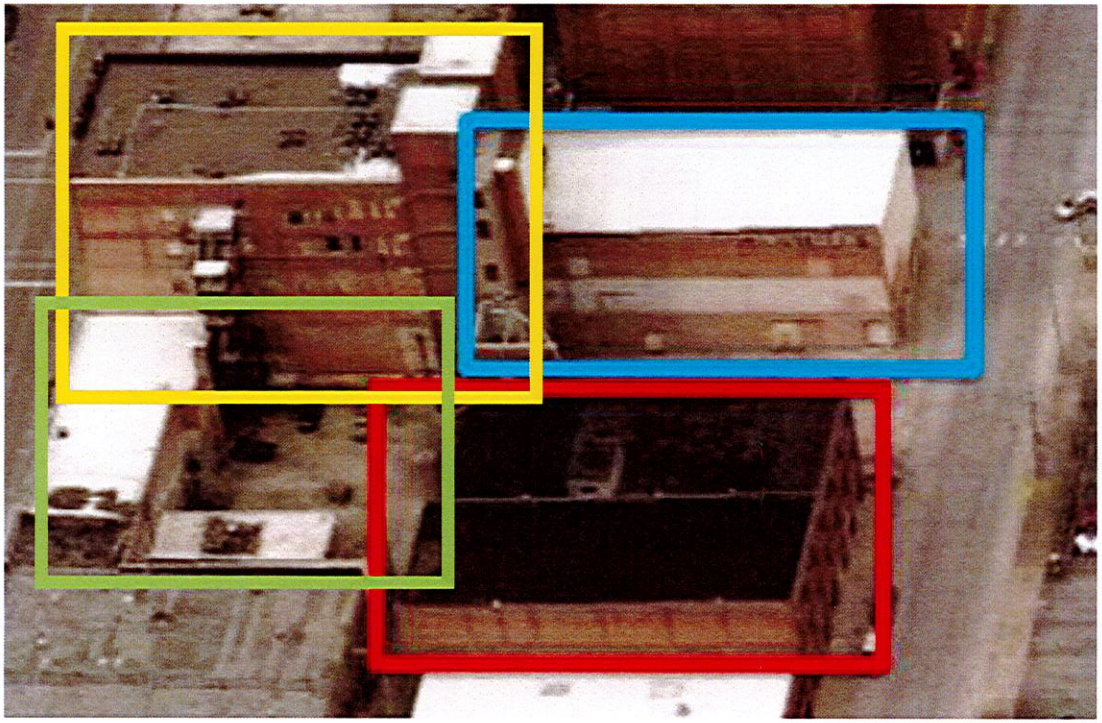
2. Our utility:
   □ has no objection
   □ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   □ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      □ Retain utility easement and protect facilities
      □ Relocate facilities
      □ Other: _____

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

Gene Lollis — Authorized Representative

02/28/2023 — Date

AT&T — Name of Utility

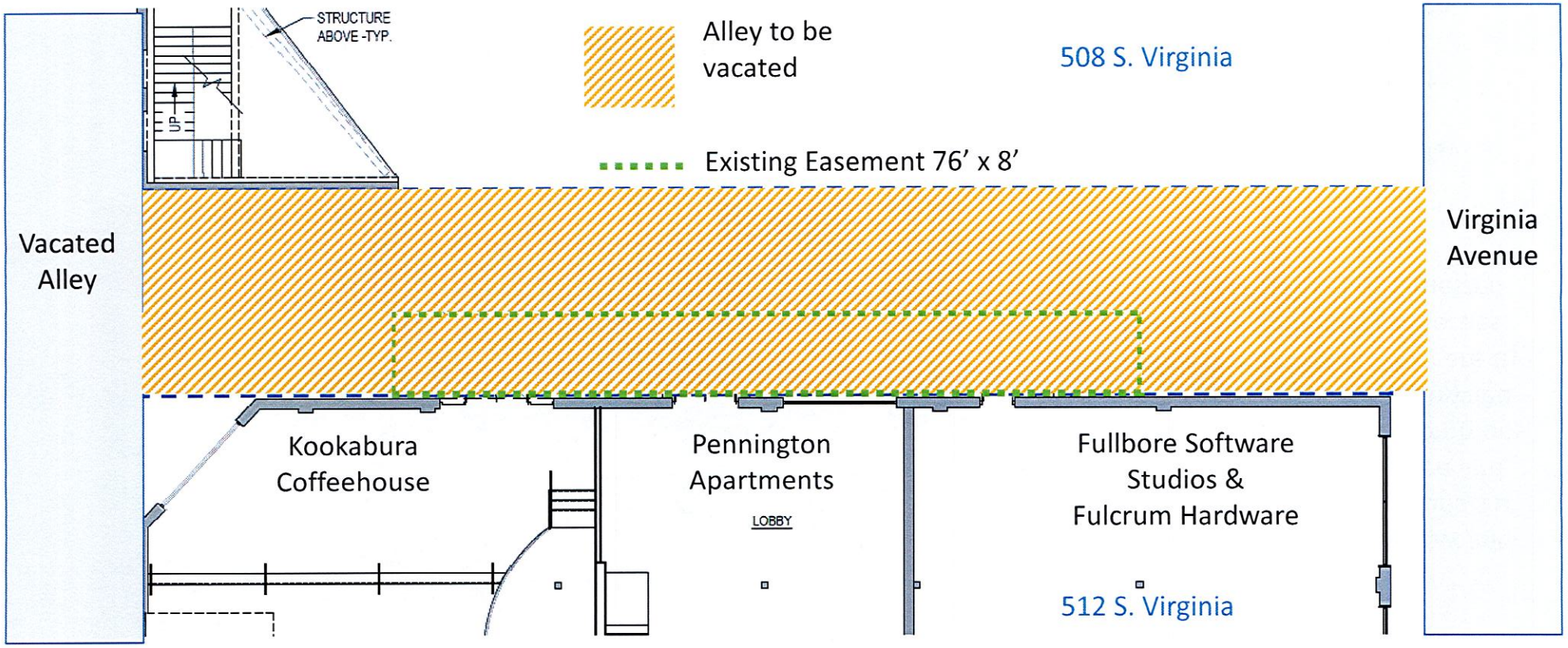


200 Block Commons, LLC
Alley Vacation Request

The properties outlined in yellow and blue are owned by 500 Commons, LLC. The properties outlined in green and red are owned by 200 Block Commons, LLC. Both companies are fully owned by Carolina and Jeff Neal. They are the owners of all surrounding properties and the applicants for this requested alley vacation.

Alley Legal Description from Council Bill No. 6888 Ordinance NO. 5888 establishing the alley on the first day of February, 1916.

"A strip of ground (20) feet wide north and south by one hundred and twenty (120) feet long east to west described as follows: **The South twenty (20) feet of the North twenty-one (21) feet of Lot 72 in Porter's Addition to Murphysburg, now a part of the City of Joplin, extending from Virginia Avenue on the east to Porter alley on the west."**



200 Block Commons, LLC: Alley to be vacated for Pennington Apartments Development



Requested Alley Vacation

Pennington Drug Building #4: 512- 520 Virginia Avenue Joplin, MO 6/23/20

Exterior north side

#1 Future Commercial Leasse Tenant
#2 Pennington Lofts Entry Lobby
#3 Kookabura Coffee House



Pennington Drug Building #4: 512- 520 Virginia Avenue Joplin, MO 6/23/20
Exterior north side

Architectural Renderings of Future Development





Recorded in Newton County, Missouri

Recording Date/Time: 03/02/2023 at 08:22:47 AM

Book: 372 Page: 1210

Instr #: **202301231**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL NEWTON COUNTY, MO

Jennifer A. Childers
Recorder of Deeds

GENERAL WARRANTY DEED

File No.: G23-135993

GRANT

THIS DEED made and entered into February 28, 2023 by and between **Nicholas Andrew Reynolds and Kelsey Lane Reynolds, husband and wife**, Grantor, of the County of Newton, State of Missouri, and **Cameron Tournear and Alyssa Tournear, husband and wife**, Grantee, of the County of Newton, State of Missouri, whose mailing address is: 24 S. Roane St. Webb City, MO 64870

For and in consideration of the sum of Ten Dollars and other valuable considerations paid by the said Grantee, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said Grantee, the following described Real Estate, situated in the County of Newton, State of Missouri, to wit:

ALL OF LOT NUMBERED ELEVEN (11) IN J.A. FINLEY'S THIRD ADDITION TO THE VILLAGE OF SUNNYVALE, NOW IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the premises are free and clear of any encumbrances done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record, if any and zoning laws.

IN WITNESS WHEREOF, the said Grantor has/have hereunto set their hand(s) the day and year first above written.

Nicholas Andrew Reynolds

Nicholas Andrew Reynolds

Kelsey Lane Reynolds

Kelsey Lane Reynolds

STATE OF MISSOURI

COUNTY OF JASPER

On February 28, 2023, before me, personally appeared Nicholas Andrew Reynolds and Kelsey Lane Reynolds, husband and wife, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

James Lawrence Boone, Jr., Notary Public

My Commission Expires: September 10, 2024

JAMES LAWRENCE BOONE JR.
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Sept. 10, 2024
Commission #20214311

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: 200 Block Commons, LLC
Phone: 417-849-1905
Email: jneal@nealgroupconstruction.com

Be it known that 200 Block Commons, LLC *, 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 between 512 S. Virginia and 508 S. Virginia

Located at: on the 500 block of Virginia's west side and extending to the vacated alley between Main and Virginia.

For the following purpose: residential redevelopment of the surrounding buildings, resulting in a new main entry for the apartments being built in 512 S. Virginia and common green space for the apartments and commercial space being built at 506 S. Virginia. See attached rendering and map.

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.

Gene Lollis _____ 02/28/2023

Authorized Representative — Date

AT&T

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: 200 Block Commons, LLC
Phone: 417-849-1905
Email: jneal@nealgroupconstruction.com

Be it known that 200 Block Commons, LLC, *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 between 512 S. Virginia and 508 S. Virginia

Located at: on the 500 block of Virginia's west side and extending to the vacated alley between Main and Virginia.

For the following purpose: residential redevelopment of the surrounding buildings, resulting in a new main entry for the apartments being built in 512 S. Virginia and common green space for the apartments and commercial space being built at 506 S. Virginia. See attached rendering and map.

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.

Terry Jenkins — Authorized Representative

3/30/2023 — Date

Missouri American Water — Name of Utility

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

March 1st, 2023

200 Block Commons, LLC
212 S Joplin Ave
Joplin, MO 64801

Re: Vacation of the Alley between 512 S. Virginia and 508 S. Virginia

Vacation: of the alley on the 500 block of Virginia's west side and extending to the vacated alley between Main and Virginia, also being between 512 S. Virginia and 508 S. Virginia.

200 Block Commons, LLC,

In response to the vacation request letter dated February 27th, 2023 relative to the above referenced alley vacation request.

Please be advised that Spire Missouri Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

Alex Sammet (Mar 3, 2023 16:06 CST)

Alex Sammet
Right of Way Area Manager, Missouri
Spire Missouri Inc.

TJF:MRS
cc: mmcmanis@nealgroupconstruction.com and jneal@nealgroupconstruction.com.

Engineering Dept. Approval: JMA
JMA

System Planning Approval: JVG
JVG

Signature: Jack V Gagan
Jack V Gagan (Mar 3, 2023 20:54 CST)

Email: jack.gagan@spireenergy.com

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: 200 Block Commons, LLC
Phone: 417-849-1905
Email: jneal@nealgroupconstruction.com

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Located at: on the 500 block of Virginia's west side and extending to the vacated alley between Main and Virginia

For the following purpose: residential redevelopment of the surrounding buildings, resulting in a new main entry for the apartments being built in 512 S. Virginia and common green space for the apartments and commercial space being built at 506 S. Virginia. See attached rendering and map.

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.

Chris Parker, Civil Engineer 2 — Authorized Representative

4/06/23 — Date

City Sanitary Sewer — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: 200 Block Commons, LLC
Phone: 417-849-1905
Email: jneal@nealgroupconstruction.com

Be it known that 200 Block Commons, LLC, *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 between 512 S. Virginia and 508 S. Virginia

Located at: on the 500 block of Virginia's west side and extending to the vacated alley between Main and Virginia.

For the following purpose: residential redevelopment of the surrounding buildings, resulting in a new main entry for the apartments being built in 512 S. Virginia and common green space for the apartments and commercial space being built at 506 S. Virginia. See attached rendering and map.

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.

Chris Parker, Civil Engineer 2 — Authorized Representative

4/06/23 — Date

City Storm Sewer — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: 200 Block Commons, LLC
Phone: 417-849-1905
Email: jneal@nealgroupconstruction.com

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Located at: on the 500 block of Virginia's west side and extending to the vacated alley between Main and Virginia.

For the following purpose: residential redevelopment of the surrounding buildings, resulting in a new main entry for the apartments being built in 512 S. Virginia and common green space for the apartments and commercial space being built at 506 S. Virginia. See attached rendering and map.

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.

AMS
Alex Sammet (Mar 3, 2023 16:06 CST)

Authorized Representative

03/03/2023
Date

Spire Missouri Inc.
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
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For the following purpose: residential redevelopment of the surrounding buildings, resulting in a new main entry for the apartments being built in 512 S. Virginia and common green space for the apartments and commercial space being built at 506 S. Virginia. See attached rendering and map.

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.)
     We do have underground cable west of this alley going from end pole to building to North
   - ☐ 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.

_____ 4/3/23
Authorized Representative — Date

Spar K light
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
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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: As long as applicant agrees to work with Liberty for new easements for the project as needed based upon consultation with our construction planning department as the project progress, Liberty has no objection to this vacate request

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

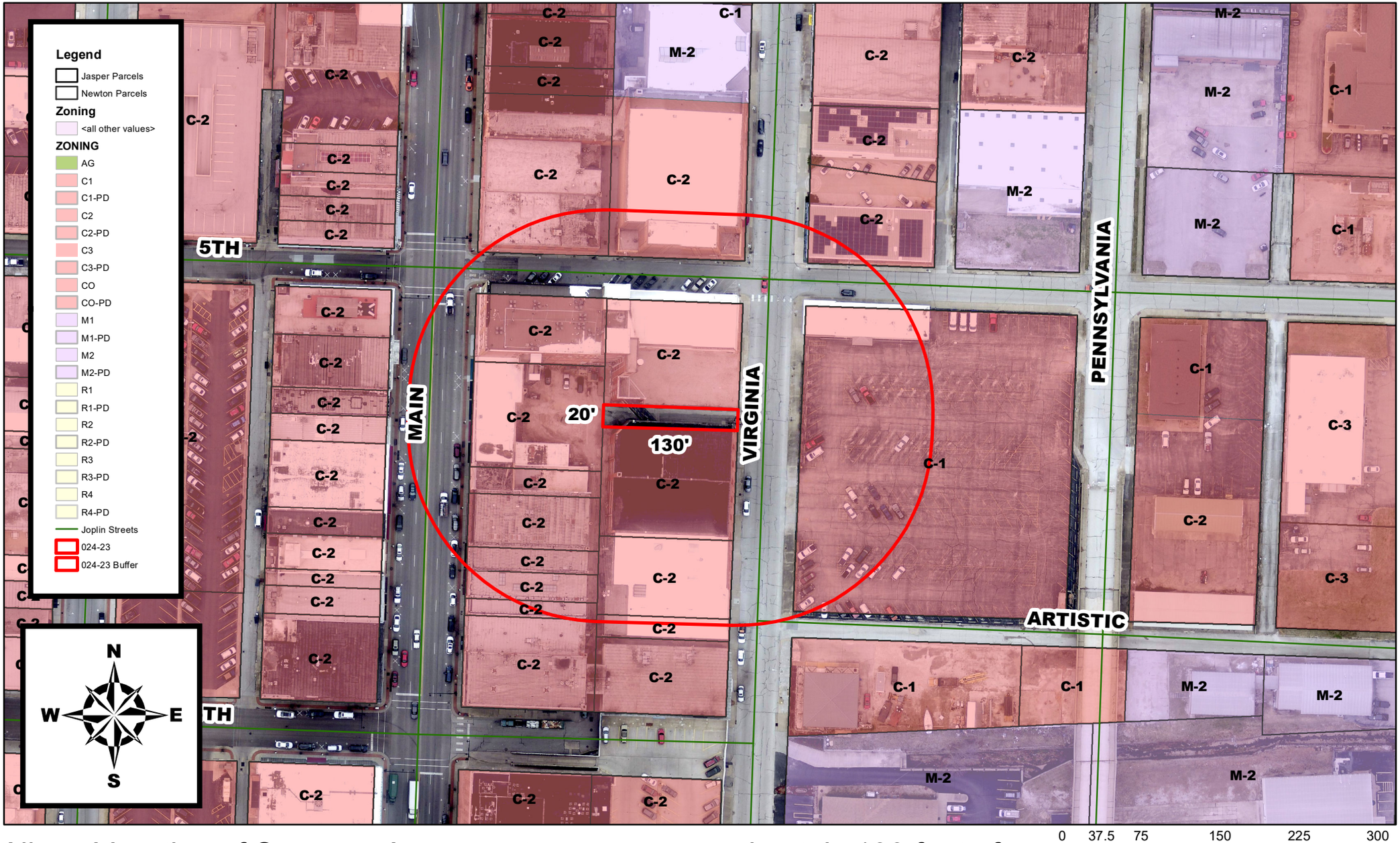
Jeff Lebeda — Jeff Lebeda — 3/2/2023

Authorized Representative — Date

Liberty Utilities

Name of Utility

Case 024-23 - Street Vacation



Alley - Vacation of Streets – A request to vacate approximately 130 feet of an alley between 508 S Virginia Ave and 512 S Virginia Ave – 200 Block Commons, LLC

P & Z Case 024-23
200 Block Commons, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-270 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 130 feet of an alley, approximately located between 508 S Virginia Ave and 512 S Virginia Ave, City of Joplin, Jasper County, Missouri.

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

Section 1. To vacate approximately 130 feet of right-of-way of an alley, approximately located between 508 S Virginia Ave and 512 S Virginia Ave, City of Joplin, Jasper County, Missouri described as follows:

A strip of ground (20) feet wide north and south by one hundred and twenty (120) feet long east to west described as follows: The South twenty (20) feet of the North twenty-one (21) feet of Lot 72 in Porter's Addition to Murphysburg, now a part of the City of Joplin, extending from Virginia Avenue on the east to Porter alley on the west.

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_____, 2023, 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 2023-272 – Street Vacation

MEETING DATE:
June 5, 2023

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:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 023-23: Vacation of Streets – A request to vacate approximately 200 feet of 9th St between S Rex Ave and S Peters Ave – RBC Holding Co.

BACKGROUND:
Rick Benson is requesting to vacate an undeveloped portion of 9th St., to construct duplexes. Their team plans to have a building on the undeveloped public right-of-way. During the City's review of the project, staff required that Mr. Benson request to vacate the portion of 9th St his buildings were on.

Sanitary sewer is the only utility with any interest in the right of way. They are asking that they retain the 20-foot-wide utility easement and to protect their existing facility, matching the existing easement north of 9th St. The proposed building will not impact where sanitary sewer currently has facilities. A utility easement will be kept on this portion of 9th St running North.

Mr. Benson's proposed development does not have any buildings on top of sanitary sewer easements.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wayne Stephenson with GB Engineering spoke in favor of the case and represented the owner. Mr. Jackson asked Mr. Bolander how the vacated property is divided. Mr. Bolander responded that it is split between adjacent property owners.

PUBLIC COMMENT;
Darci Peterson stated she was in favor of vacating 9th St. They had lived there for 25 years, and they own almost two acres right there on 9th St where it dead ends into Peters. She stated she does have a question because she had been unable to find the answer. She directed the question to Mr. Stephenson. She asked if they plan to open 9th St into your development. Wayne Stephenson stated that 9th St will not continue through. Ms. Peterson stated she did not want the extra traffic through the neighborhood.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-272
Planning & Zoning Commission recommends approval of Case 023-23 (6 in Favor, 0 Opposed, 1 Absent)

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

Case 023-23: Vacation of Streets

> 9TH St-Vacation of Streets-A request to vacate approximately 200 feet of 9th St between S Rex Ave and S Peters Ave-Rick Benson

Wayne Stephenson, 302 S. Sergeant Ave., Joplin, Missouri. He represented GB Engineering. He stated they were seeking a street vacation to allow for some duplexes. The street is currently not developed. The surrounding streets are not developed either. Therefore, they are seeking vacation of streets approximately 200 feet of 9th St between S Rex Ave and S Peters Ave.

Mr. Kimble asked if there were any questions from the Commission on Case 023-23.

Mr. Jackson stated he had a question for the City. Mr. Jackson asked Mr. Bolander when this property is vacated how does the property become divided up by ownership.

Mr. Bolander stated typically when property is vacated half would go to the north property owner and half would go to the south property owner.

There were no further questions.

Mr. Kimble asked if anyone wished to speak in favor of Case 023-23.

Darci Peterson, 3114 E. 9th St, Joplin, Missouri. She stated she was in favor of vacating 9th St. They had lived there for 25 years, and they own almost two acres right there on 9th St where it dead ends into Peters. She stated she does have a question because she had been unable to find the answer. She directed the question to Mr. Stephenson. She asked if they plan to open 9th St into your development.

Answer was inaudible.

Ms. Peterson stated so it will just be 8th St that opens in.

Answer was inaudible.

Ms. Peterson stated yes. They like the country setting and not having traffic whip through the property. Thank you.

Mr. Kimble asked if anyone wished to speak in opposition of Case 023-23.

There were none.

MR. JACKSON MOVED THAT CASE 023-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. STEELE SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 023-23 A request to vacate a street.

APPLICANT RBC Holding Co.

REPRESENTATIVE Rick Benson

LOCATION Approximately 200 feet of 9th St between S Rex Ave and S Peters Ave

EXISTING CONDITIONS

Easement Type(s)	Easement Size
9th St	Approximately 200′

REASON FOR VACATION

Rick Benson is requesting to vacate an undeveloped portion of 9th St., to construct duplexes. Their team plans to have a building on the undeveloped public right-of-way. During the City's review of the project, staff required that Mr. Benson request to vacate.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Yes, Sanitary Sewer is currently located within the right-of-way.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

Utilities have no planned interest in the right-of-way.

DISCUSSION

Sanitary sewer is the only utility with any interest in the right of way. They are asking that they retain the 20-foot-wide utility easement and to protect their existing facility, matching the existing easement north of 9th St. The proposed building will not impact where sanitary sewer currently has facilities. A utility easement will be kept on this portion of 9th St running North.

Mr. Benson's proposed development does not have any buildings on top of sanitary sewer easements.

Staff recommends approval of Case 023-23.

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.: 023-23
Filing Fee: $550.00
Received: 4/7/23
Date Advertised: _____
Proj. No.: 23-152
Public Hearing Date: _____

Applicant: Wayne Stephenson Phone No.: 417-825-5291

Address: 302 S. Sergeant Ave, Joplin, MO 64801 Email: Wayne@GBCivil.com

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

Address: 4005 W 32nd Street, Joplin, MO 64804 Email: rick@rickbensonconstruction.com

Location of Street or Easement: A portion of 9th street - between Peters and Rex (see exhibit)

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

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

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

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

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

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

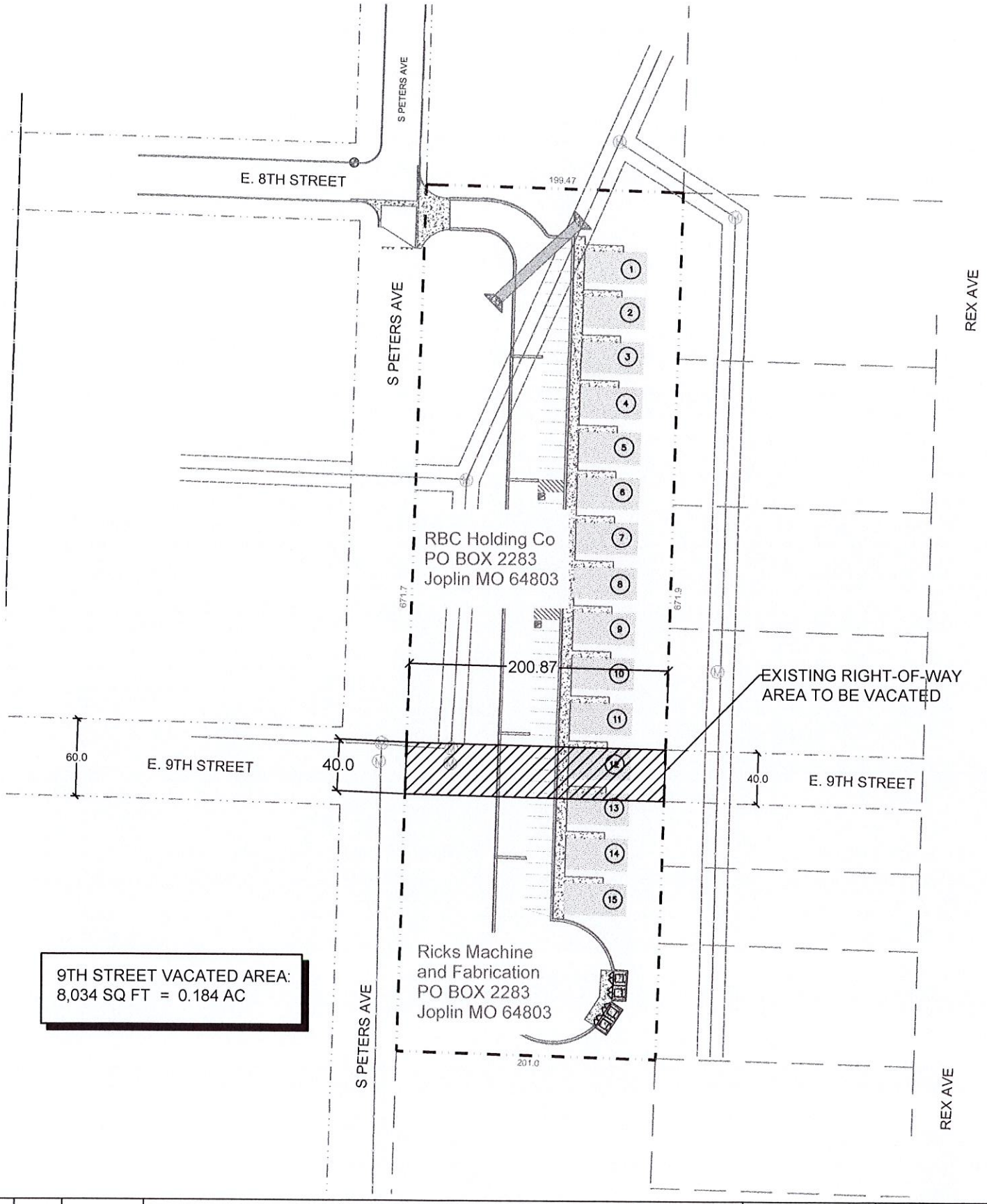
○ ◉ Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, who are not listed as an applicant, indicating their consent to the vacation.

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

Utility	Contact	Email	Phone
AT&T	Jon Fisk	jf4583@att.com	417-529-0840
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:** 3-10-23



9TH STREET VACATED AREA:
8,034 SQ FT = 0.184 AC

GBE# 21028

DATE: 1-16-23
SCALE: 1" = 100'
DRN: WS

9TH STREET RIGHT-OF-WAY VACATE AREA

GB ENGINEERING
302 S. SERGEANT
JOPLIN, MO 64801
WAYNE@GBCIVIL.COM
PH: 417-825-5291

GB ENGINEERING
CIVIL ENGINEERING AND DESIGN

The use of these plans and specifications shall be restricted to the site for which they were prepared. Any reproduction or distribution is expressly limited to such use. Any other reproduction, reuse or disclosure by any method, in whole or in part, is prohibited. These drawings and specifications contain proprietary information and title remains in GB ENGINEERING, LLC.

MJ SURVEYING, LLC.

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

9TH STREET VACATION

ALL THAT PART OF NINTH STREET (9TH STREET) BEING FORTY FEET (40') IN WIDTH LYING ADJACENT AND CONTIGUOS TO LOTS EIGHT (8) AND NINE (9) AND LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF PETERS AVENUE AND BEING BOUND ON THE EAST BY THE PROLONGATION OF THE EAST LINE OF LOTS EIGHT (8) AND NINE (9) IN OAK RIDGE SUBDIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.



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 RBC Holding Company, *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:* 200 LF of East 9th Street Right-of-Way

Located at: 200L of East 9th Street heading East from the intersection of 9th and Peters towards Rex.

For the following purpose: To construct a duplex development with associated parking and structures.

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.

_____ 01/11/2023
Authorized Representative Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that RBC Holding Company, *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:* 200 LF of East 9th Street Right-of-Way

Located at: 200L of East 9th Street heading East from the intersection of 9th and Peters towards Rex.

For the following purpose: To construct a duplex development with associated parking and structures.

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.

Jerry Jenkins — Authorized Representative — 3/8/2023 — Date

Missouri American Water — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that RBC Holding Company, *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:* 200 LF of East 9th Street Right-of-Way

Located at: 200L of East 9th Street heading East from the intersection of 9th and Peters towards Rex.

For the following purpose: To construct a duplex development with associated parking and structures.

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.

J R [illegible] — Authorized Representative

1-20-2023 — Date

LIBERTY UTILITIES — Name of Utility

Signature: Jose Arellano
Jose Arellano (May 11, 2022 15:28 CDT)

Email: jose.arellano@spireenergy.com

Signature: Julie King
Julie King (May 13, 2022 13:26 CDT)

Email: julie.king@spireenergy.com

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 511

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

Be it known that RBC Holding Company, *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:* Approximately 400 LF of E. 9th Street

Located at: between S. Peters Ave and S. Rex Ave

For the following purpose: New housing development

For Utility Use:

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

2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      ☐ Retain utility easement and protect facilities
      ☐ Relocate facilities
      ☐ Other: _____

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

Alex Sammet (May 16, 2022 20:38 MDT)
Authorized Representative

05/16/2022
Date

Spire Missouri Inc.
Name of Utility

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

May 9th, 2022

RBC Holding Company

Re: 400' LF of E. 9th Street, between S. Peters Ave & S. Rex Ave.

Vacation: 400' LF of E. 9th Street, between S. Peters Ave & S. Rex Ave.

RBC Holding Company,

In response to your letter letter dated April 27th, 2022 relative to the above referenced street vacation.

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

Sincerely,

Alex Sammet (May 16, 2022 20:38 MDT)

Alex Sammet
Right of Way Area Manager, Missouri
Spire Missouri Inc.

TJF:MRS
cc: Wayne@gbcivil.com

Engineering Dept. Approval: JMA

System Planning Approval: JMK

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 RBC Holding Company, *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:* 200 LF of East 9th Street Right-of-Way

Located at: 200LF of East 9th Street heading East from the intersection of 9th and Peters towards Rex.

For the following purpose: To construct a duplex development with associated parking and structures.

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: RETAIN 20-FOOT WIDE UTILITY EASEMENT AND PROTECT FACILITIES, MATCHING THE WIDTH OF THE EXISTING EASEMENT NORTH OF THE 9TH STREET RIGHT-OF-WAY

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

Chris Parker, P.E. — Authorized Representative

3/13/23 — Date

CITY OF JOPLIN SANITARY SEWER — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that RBC Holding Company, *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:* 200 LF of East 9th Street Right-of-Way

Located at: 200L of East 9th Street heading East from the intersection of 9th and Peters towards Rex.

For the following purpose: To construct a duplex development with associated parking and structures.

For Utility Use:

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

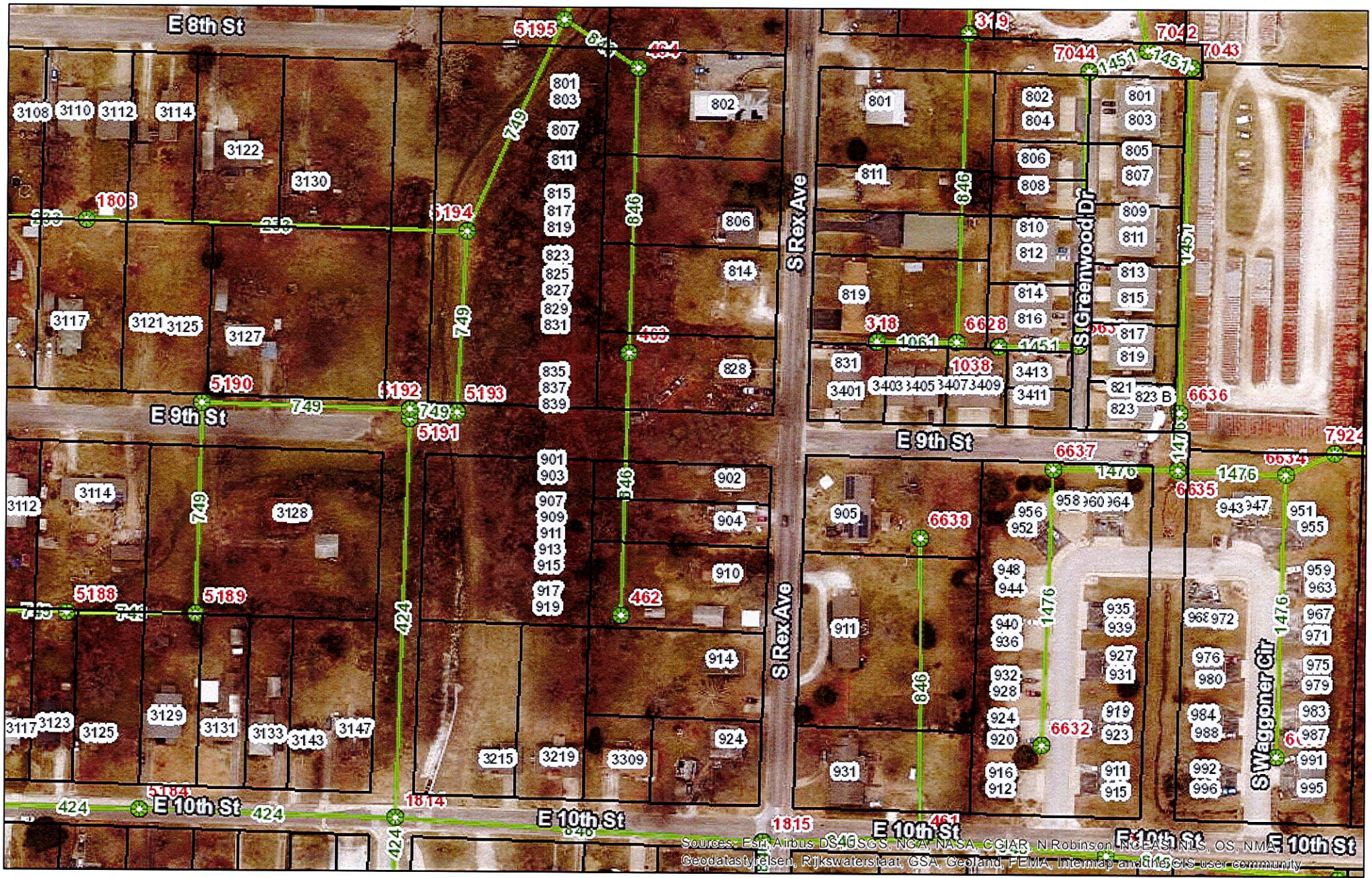
2. Our utility:
   □ has no objection
   □ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   □ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      □ Retain utility easement and protect facilities
      □ Relocate facilities
      □ Other: _____

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

Chris Parker
Authorized Representative

4/10/2023
Date

City Stormsewer
Name of Utility



Date: 4/20/2023

1 " = 188 '

0 0.0175 0.035 0.07 mi

N

- Local Historic Landmarks
- Joplin City Limits
- Addresses
- Jasper Parcels
- Newton Parcels
- Joplin Streets

JoplinMH

- JoplinMH

JoplinSewer

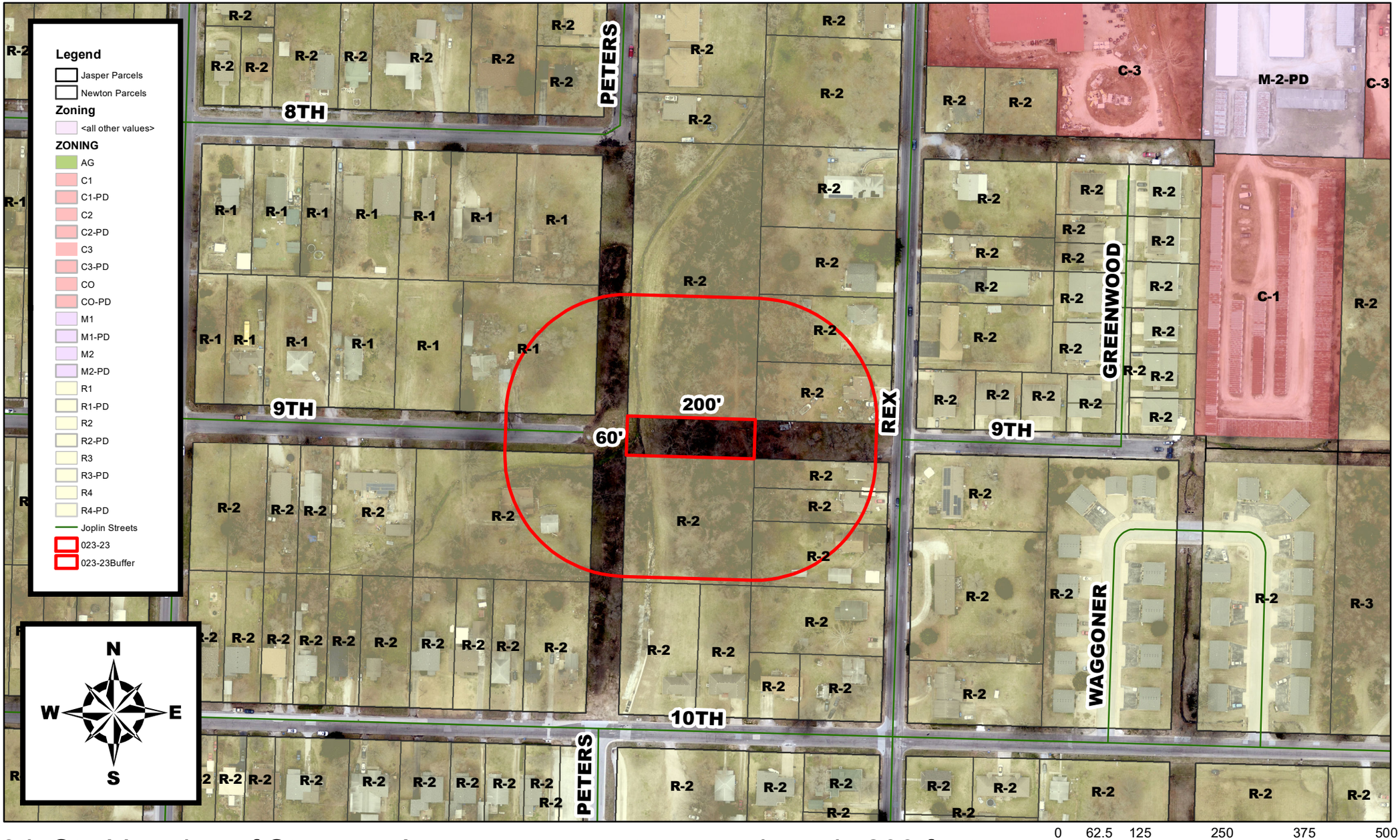
- GRAVITY
- PRESSURE
- Abandoned

- Red: Band_1
- Green: Band_2
- Blue: Band_3

DISCLAIMER

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

Case 023-23 - Street Vacation



9th St - Vacation of Streets – A request to vacate approximately 200 feet of 9th St between S Rex Ave and S Peters Ave – Rick Benson

P & Z Case 023-23
RBC Holding Co.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-272 ORDINANCE NO.

AN ORDINANCE providing to vacate approximately 200 feet of 9th St, approximately located between S Rex Ave and S Peters Ave, City of Joplin, Jasper County, Missouri.

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

Section 1. To vacate approximately 200 feet of 60 feet-wide right-of-way of 9th St, approximately located between S Rex Ave and S Peters Ave, City of Joplin, Jasper County, Missouri described as follows:

ALL THAT PART OF NINTH STREET (9TH STREET) BEING FORTY FEET (40') IN WIDTH LYING ADJACENT AND CONTIGUOUS TO LOTS EIGHT (8) AND NINE (9) AND LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF PETERS AVENUE AND BEING BOUND ON THE EAST BY THE PROLONGATION OF THE EAST LINE OF LOTS EIGHT (8) AND NINE (9) IN OAK RIDGE SUBDIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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_____, 2023, 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 2023-112 Agreement for Professional Engineering Services with Olsson, Inc. for the ARPA Stormwater Grant project; and containing an emergency clause.

MEETING DATE
June 20, 2023

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB 2023-112 Ordinance; Agreement; Exhibit 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 an agreement for Professional Engineering Services with Olsson, Inc. for the ARPA Stormwater Grant project in the not to exceed amount of Two Million Five Hundred Thirty-Six Thousand Nine Hundred and 00/100 Dollars ($2,536,900.00).

BACKGROUND
On May 16, 2022, the Missouri Department of Natural Resources (MDNR) published a grant availability notification as part of Congress' American Rescue Plan Act (ARPA) funding from the federal government. City staff identified a project for the grant, then on June 6, 2022, Council approved Resolution No. 2022-009, authorizing City staff to apply for a stormwater grant. In mid-November of 2022, MDNR issued notifications to grant recipients, notifying the City that its grant application was chosen for funding. Once MDNR allowed it, staff published an RFQ on January 28, 2023, soliciting qualification statements from interested engineering firms. Thirty days later, in accordance with the City's procurement policy, sealed submittals were opened on Feb. 28, 2023. A selection committee comprised of Public Works staff evaluated the qualification submittals from two firms. Olsson was selected as the most qualified engineering firm to provide professional engineering services for the grant project. The consultant's fees are within industry standards for design, bidding, construction, and project management services during the life of the grant. All ARPA funds must be obligated to a project by December 31, 2024, and spent by June 30th, 2026. The project consists of 9 separate sites around town (see the attached Exhibit Map), whose total estimated cost was $8,676,000 at the time the grant application was prepared. The grant amount received by the City is $5,000,000.00. The remaining funds for the project come from the 2022 Parks & Stormwater Sales Tax, Phase 3, which funds three of the sites.

FUNDING SOURCE
ARPA Stormwater Grant funds, Infrastructure Improvement funds

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving an agreement on an Emergency basis being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, adoption of this Council Bill on an emergency basis allows the design of the improvements to begin as quickly as possible, in light of the funding deadline.

COUNCIL BILL NO. 2023-112 ORDINANCE NO

AN ORDINANCE approving an agreement with Olsson, Inc for professional engineering services in the not to exceed amount of Two Million Five Hundred Thirty-Six Thousand Nine Hundred and 00/100 Dollars ($2,536,900.00) for the ARPA Stormwater Grant project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Olsson s, Inc. in the not to exceed amount of Two Million Five Hundred Thirty-Six Thousand Nine Hundred and 00/100 Dollars ($2,536,900.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the 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 Infrastructure Improvement Fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, adoption of this Council Bill on an emergency basis allows the design of the improvements to begin as quickly as possible, in light of the funding deadline.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2023-112

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

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
OLSSON, INC.
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2023 ("the Effective Date"), by and between the City of Joplin, Missouri (OWNER), and OLSSON, INC. (ENGINEER), and with OWNER and ENGINEER being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, OWNER intends to construct the following improvements: ARPA STORMWATER PROJECT; and,

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and give professional engineering consultation and advice to OWNER during the performance of services hereunder; and

WHEREAS, ENGINEER desires to be engaged by OWNER to provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and give professional engineering consultation and advice to OWNER during the performance of services hereunder; and

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, engineering services.

1.1.2 The ENGINEER shall represent the OWNER, insofar as the OWNER desires, to governmental entities and agencies, institutions, and other individual and collective parties in dealings related to the Project.

1.1.3 The ENGINEER shall attend meetings with and on behalf of the OWNER, insofar as the OWNER desires, provided that such meetings pertain to the Project and provided that the OWNER gives the ENGINEER reasonable notice of such meetings and of the OWNER's desire to have the ENGINEER in attendance.

1.1.4 In general, the Project consists stormwater conveyance improvements at the following sites (in no particular order):

17TH And Annie Baxter - Develop plans and specifications for construction of channel improvements, storm sewer improvements, and culvert removal/modification similar in nature to what is shown in project 6-3 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

East Town - Develop plans and specifications for construction of channel improvements, storm sewer improvements, and culvert improvements similar in nature to what is shown in project 7-4 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

9th and St. Louis - Develop plans and specifications for construction of channel improvements, and culvert improvements similar in nature to what is shown in project 7-5 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

12th and Wall - Develop plans and specifications for replacement or restoration of concrete box culvert similar in nature to what is shown in project 7-5 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

Massachusetts and Murphy - Develop plans and specifications for groundwater management solution or water quality BMP to resolve nuisance issues along Joplin Creek similar in nature to what is shown in project 7-3 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

Ten Pin Lane - Develop plans and specifications for construction of storm sewer improvements similar in nature to what is shown in project 10-2 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in significant change in the final construction scope compared to the masterplan.

Texas Avenue: Develop plans and specifications for construction of a new storm sewer system similar in nature to what is shown in project 7-1 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan.

Olsson's scope of services is based on design scope for improvements in masterplan.

26th Street Culverts - Develop plans and specifications for construction of channel improvements, and culvert improvements similar in nature to what is shown in project 9-1 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

5th and Porter - Develop plans and specifications for construction channel improvements, and culvert improvements similar in nature to what is shown in 5th and Porter project in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

Upon execution of this Agreement by the OWNER, the ENGINEER shall proceed with the design phase of the project.

Basic services of the ENGINEER included as part of this Agreement include the following:

1.2 Design Phase

Upon execution of this agreement, ENGINEER shall:

1.2.1 Conduct topographic surveys to the extent necessary for design of the infrastructure facilities.

1.2.2 Boundary Survey. Olsson will collect sufficient boundary information to establish parcel lines, Rights-of-Way, and existing easements, within the project site limits.

1.2.3 ROW and Easement Staking. Olsson will set stakes along the perimeter of proposed easements at 50 feet intervals and at bends as necessary (one time).

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings and review same with regulatory agencies and 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 Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.8 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.

1.2.9 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

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

1.2.11 Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.2.12 Provide assistance to the OWNER relative to submission of applications to regulatory agencies for involvement in the ARPA program.

1.2.13 Utility and Railroad Coordination Services

1.2.13.1 Olsson will attend a maximum of 8 utility coordination meetings during the design phase and will coordinate with utility companies through email and phone calls for relocation of utilities as needed for construction of proposed project. It is assumed that individual meetings for each project site will not be required, and smaller sites can be lumped into a combined meeting.

1.2.13.2 Olsson will attend a maximum of 2 meetings with the railroad during the design phase and will coordinate with railroad through email and phone calls for coordination of work within railroad rights-of-way.

1.2.14 Negotiating to obtain land or easements rights. Refer to Exhibit A to clarifications of scope.

1.2.15 GIS (Geographic Information Systems) Deliverable. At each project site's end, Olsson will create shapefiles of the constructed infrastructure in the data format matching the city's current publicly available databases. The GIS deliverable will include linework and points for storm sewer, sanitary sewer, channels, and culvert and will include information on size, material, date constructed, and project number. These files will be delivered to the city electronically and the city will be responsible for removing old data and replacing with new data in their GIS database.

1.3 Bidding Phase.

After receiving written authorization to proceed with the bidding phase, ENGINEER shall:

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

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and

organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, review pre-bid submittal, prepare any necessary addenda, and assist in opening the bids.

1.3.5 Submit to appropriate regulatory and funding agencies, the bid documents, revised cost estimates, and other documentation required as a part of the ARPA Program.

1.3.6 Assist OWNER in evaluating bids or proposals, in developing a tabulation of bids and in assembling and awarding contracts for each separate bid package.

1.4 Construction Phase.
During the construction phase, ENGINEER shall:

1.4.1 Consult with and advise OWNER and act as his representative. All of OWNER's instructions to contractor(s) will be issued through ENGINEER, who will have authority to act on behalf of OWNER.

1.4.2 Attend pre-construction conference.

1.4.3 Review contractor's proposed project schedule.

1.4.4 Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which 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; 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.

1.4.5 Issue all instructions of OWNER to contractor; 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 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.

1.4.6 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, review 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. 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.

1.4.7 Conduct site observation periodically and as reasonably required by the OWNER to observe conditions and progress of the work and to answer questions of the OWNER, to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed in accordance with the contract documents and if Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the contractor 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 1.4.4.

1.4.8 Provide the OWNER two sets of record prints of drawings and one electronic (PDF) version 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. If desired by OWNER, reproducible record prints can be obtained as set forth in Section 2.1.10 of this agreement.

1.4.9 Assist OWNER with preparation and submittal of funding reimbursement requests.

1.4.10 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 1.4.1 through 1.4.9, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

1.4.11 ENGINEER shall at the conclusion of construction combine field changes noted by the contractor and the resident project representative into a complete, as-built set of plans, representing what was constructed in the field to the best of our knowledge.

1.5 Resident Project Representation.

1.5.1 The ENGINEER shall furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, 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.

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 the contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.5.2 Duties and Responsibilities of RPR.

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

1.5.2.2 Conferences and Meetings: Attend meetings with contractors, such as progress meetings, job conferences, and other project-related meetings.

1.5.2.3 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.

1.5.2.4 Shop Drawings and Samples:

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

b) Receive samples furnished at the site by contractor and notify ENGINEER of sample availability 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.

1.5.2.5 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) Construction Testing Services: Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated February 15, 2021.

c) Materials Testing (assumptions per project site)
One concrete test per day or every 50 yards (5 cylinders per test)-CONCRETE
One soil proctor
One Base Proctor
Atterberg
One Lab Tests –ASPHALT maybe required if road repairs take place

d) Earthwork
Observe stripping and grubbing of construction areas prior to placement of fill.
Sample fill materials for standard Proctor, Atterberg limits, and other requisite lab testing.
Perform field moisture-density testing of structural fill, backfill, and subgrade preparation

e) Asphaltic Concrete
Perform verification testing in accordance with the Missouri Standard Specifications for Highway 1.8.2 Construction. Tests and frequencies of testing are referenced in Table 403.19.3.
Perform tests to determine mixture properties, gradation, deleterious content, and asphalt content on the retained portion of the QC samples at least once per week.

f) Portland Cement Concrete
Observe the condition of the subgrade and reinforcing steel prior to placement of concrete.
Determine that the concrete is delivered, conveyed, and consolidated into curbs, gutters, and formwork in accordance with the project specifications.
Perform field tests on concrete delivered to the project site including concrete temperature, slump and air content.
Cast cylinders from concrete placed for compressive strength testing.
Cure initially in the field, transport to and cure in our laboratory concrete cylinders until broken.

g) 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.

h) 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.

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

1.5.2.6 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.

1.5.2.7 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.

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

1.5.2.9 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.

1.5.2.10 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.

1.5.2.11 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.

1.5.2.12 Assumptions:

a) These project sites will require the utilization of construction observation and materials testing personnel throughout the length of the project. Should the project be timed in a manner requiring Olsson to be on-site more than the length of time allowed for the project, a contract amendment may be required to cover the observation and inspection costs.

b) For bidding phase services, there will be two projects bundles and the bid process will occur a total of two times.

c) Revisions to any stage of plans that have been approved by the City shall be considered additional services.

1.5.2.13 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.

1.5.3 Limitations of Authority. Resident project representative:

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

b) Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents.

c) Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent.

d) 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.

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

f) Shall not accept shop drawing or sample submittals from anyone other than contractor. Shall not authorize OWNER to occupy the project in whole or in part.

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

1.6 Right of Way Services

1.6.1 Olsson shall negotiate the acquisition of right of way necessary to construct nine stormwater project sites in Joplin. 51 properties are assumed as noted in the easement description section. Olsson understands the property will be acquired under the Uniform Relocation Act with funds from the American Rescue Plan Act.

1.6.2 Pre-Acquisition Meeting and Progress Report Meetings.

1.6.2.1 Olsson shall participate in a pre-acquisition meeting prior to the start of the project with the City of Joplin. This meeting will be to discuss project timelines, project milestones and review the scope of work responsibilities.

1.6.2.2 Olsson shall participate in monthly progress report meetings with City of Joplin staff during the duration of right of way acquisition activities.

1.6.3 Negotiations.

1.6.3.1 Olsson shall obtain title information through a title company for parcels where permanent easements are being acquired. Olsson shall obtain the last deed of record from county records to determine ownership of all parcels where only temporary easements are being acquired. Any ownership deeds, easements deeds, subdivision plats, etc. needed or used in the development of existing property lines and easement boundaries for the right of way plans shall be furnished by the title company and Olsson.

1.6.3.2 Olsson shall secure the necessary right of way and easements by negotiation for construction of these projects.

1.6.3.3 Olsson shall negotiate all acquisitions in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and implementing regulations (49 CFR Part 24). This may include but is not limited to the following: Describing the acquisition, referencing plans or plats, explaining right of way and construction plans, project schedule and other project details. Olsson shall explain details related to the appraisal or value determination, how the offer was developed, and answer other necessary valuation questions.

1.6.3.4 City of Joplin shall provide Olsson will all agreements and conveyance documents necessary for the acquisition of the property.

1.6.3.5 Olsson shall prepare all necessary documents for review and signature by City of Joplin. Olsson shall not present any counteroffer or agree to any engineering plans, revisions or changes without express permission from the City of Joplin. Olsson shall relay all concerns, counteroffers, or issues to the City of Joplin for review and consideration.

1.6.3.6 When negotiations result in an agreement, Olsson shall prepare the necessary documents and secure notarized signatures from the owner or their representatives, as well as any tenants to submit for payment.

1.6.3.7 Olsson shall: Deliver each owner an offer letter, copy of appraisal, plans, and unsigned documents and agreements by means of personal contact or certified mail. Maintain a detailed written negotiator's log of contacts with each property owner to document negotiations, efforts to achieve amicable settlements, responsiveness to owners' counter proposals, and suggestions for changes in plans.

1.6.3.8 Olsson shall complete all documents necessary to facilitate the payment of settlements to property owners.

1.6.3.9 When negotiations result in condemnation, Olsson shall submit all necessary completed files and

documents to the City of Joplin.

1.6.3.10 Olsson understands that no Relocations will take place as part of the project. If any Relocations are to take place Olsson will issue an amendment

1.6.4 Appraisal Services.

1.6.4.1 Olsson shall identify the valuation problems, determine the number and type of appraisal reports needed for each parcel, identify items pertinent to the valuation of each parcel, and note any specific or unusual appraisal problems. Any properties worth more than $10,000 will have an appraisal completed and any property valued at under $10,000 will have a waiver valuation completed by Olsson real estate staff.

1.6.4.2 Olsson shall utilize Southwest Valuation, LLC a MoDOT approved appraiser to complete appraisals.

1.6.4.3 All appraisal reports will be reviewed by a pre-qualified review appraiser, independent of the individual who issued the report. Olsson shall hire an outside appraiser for this service on all appraisals.

1.6.4.4 All completed appraisal, appraisal reviews, and waiver valuation reports shall be provided to City of Joplin.

1.6.5 Olsson's Fees.

1.6.5.1 Olsson's fee for negotiations is estimated to be $3,000 per parcel and will be billed according to standard hourly rates.

1.6.5.2 Olsson assumes the cost of a third-party appraisal will be $2,250 per appraisal and will be billed as a flat rate per parcel.

1.6.5.3 Olsson assumes the cost of third-party appraisal review will be $1,000 per appraisal review and will be billed as a flat rate per parcel. .

1.6.5.4 Waiver Valuations will be completed by Olsson for $500 per parcel and will be billed as a flat rate per parcel. .

1.6.5.5 Olsson assumes the cost of title reports to be $350 per parcel and will be billed as a flat rate per parcel. .

1.6.5.6 Olsson estimates the total cost to acquire 51 parcels to be $196,350, this includes negotiation, waiver valuation, and title reports. If a parcel requires an appraisal and/or an appraisal review the cost for those services will be additional less the waiver valuation amount included in the estimate.

1.6.6 Schedule

1.6.6.1 Project initial meeting to be scheduled within 1 week after notice to proceed on property acquisitions.

1.6.6.2 Prepare waiver valuations to be completed within four weeks after initial project meeting.

1.6.6.3 Make initial calls to owners and/or mail certified letters: Completed three weeks after step 3.

1.6.6.4 Mail second round of certified letters to owners who are still unresponsive: This will occur 2 weeks after the initial letters were mailed.

1.6.6.5 Based on our experience with projects of this scale, we expect that land acquisition will take 12 months for all 9 project sites. Some individual project sites may be completed sooner. We expect some landowners will need more time to address their questions or concerns, and some will take more time to contact. Olsson will work to meet and if possible, improve on this timeline.

1.6.7 Assumptions and Exclusions

1.6.7.1 This estimate assumes that all right of way will be acquired voluntarily. Any Olsson services associated with potential condemnation would be addressed in an amendment.

1.6.7.2 This proposal does not include the compensation paid to landowners, or other non-listed third-party services.

1.6.7.3 This proposal does not include acquiring easements for any third-party utilities that need relocated as part of the project. Olsson can provide these services but will require an amendment later.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Preparing documents for out-of-sequence work.

2.1.4 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.5 Furnishing the services of special consultants requested by the OWNER for other than the normal civil, structural, mechanical, and electrical engineering; such as consultants for interior design, furnishings, communications, acoustics, and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.6 Reviewing contractors' and subcontractors' payroll records.

2.1.7 Providing any type of field staking to enable contractor(s) to proceed with their work; and providing other special field surveys other than those for design purposes.

2.1.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for basic services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to drawings and specifications occasioned thereby, and services resulting from significant delays, changes, or price increased occurring as a direct or indirect result of material, equipment, or energy shortages.

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.10 Preparing for OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.11 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by contractor(s).

2.1.12 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.13 Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14 Preparing to serve or serving as a consultant or witness for OWNER in any litigation or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.15 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this agreement.

2.1.16. Refer to scope of services matrix (EXHIBIT B). Any scope categories listed as “NO” for a particular project site are excluded from the scope of services for that project site. Other items that are excluded from all sites include the following:

2.1.16.1. Right-of-Way monumentation

2.1.16.2. As-built surveys

2.1.16.3. Construction staking

2.1.16.4. Pavement and joint design

2.1.16.5. Payroll Reviews

2.1.16.6. Mechanical or electrical engineering

2.1.16.7. Utility design, including waterline, gas, fiber optic, and electric design.

2.1.16.8. All services not specifically listed are assumed to be excluded.

2.1.16.9. Bill of reinforcing steel for structures.

2.1.16.10. Calculation of excavation types (all excavation will be unclassified).

2.1.16.11. Building stability investigations for construction access/excavations.

2.1.16.12. Design of temporary shoring or dewatering.

2.1.16.13. Health and Safety Plans

2.1.16.14. Environment Site Assessments

2.1.16.15. Mitigation Design

2.1.16.16. Irrigation design

2.1.16.17. FEMA Letters of Map Change (LOMR/CLOMR/LOMA/CLOMA, etc)

2.1.16.18. Renderings and visualizations

2.1.16.19. Individual 404 Permitting

2.1.16.20. Other permit applications not specifically described in the scope of services.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

3.2 Assist ENGINEER by placing at his disposal all reasonably available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which

ENGINEER may reasonably rely upon in performing his services.
3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as reasonably required for ENGINEER to perform his services.

3.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7 Provide such accounting, independent cost estimating, and insurance counseling services as may be reasonably required for the Project; such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by contractor(s); such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as OWNER may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.

3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.

3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).

3.10 Furnish, or direct in writing ENGINEER to provide, necessary additional services as stipulated in Section 2 of this agreement or other services as required.

3.11 Bear all costs incidental to compliance with the requirements of this Section 3. The Parties acknowledge and agree that all such costs must be approved in advance by the OWNER in writing.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period which may be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by the OWNER, ENGINEER shall proceed with the performance of the services called for in the design phase (Section 1.2) and shall submit final design and contract documents and a revised opinion of probable Project cost by September 2024. Thirteen months are planned for completion of preliminary and final design tasks.

4.3 After acceptance by regulatory agencies of the ENGINEER's drawings, specifications, and other design-phase documentation, including the most recent opinion of probable project cost, and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the bidding phase (Section 1.3).

4.4 All engineering services provided subsequent to the bidding phase and as set forth under Section 1.2 of this Agreement shall be completed by December 31, 2024 by the ENGINEER. Engineering services for right-of-way, bidding and construction phases are anticipated to be completed by December 31, 2026; however, all billable work should be completed by October of 2026 to ensure adequate time for invoicing, pay request submission, and payment processing.

4.5 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.6 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the construction phase has not commenced within 120 calendar days after completion of the final design phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement.

4.7 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control or if ENGINEER for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 Payment for Services:

5.1.1.1 For Planning, Design Phase and Easement/Property Acquisition Services: OWNER shall pay ENGINEER for time expended in the performance of design phase services rendered under Section 1.2, at the labor rates and non-labor rates shown in Exhibit D, and according to the phases of work and not to exceed cost estimate shown in Exhibit C, the scope of work for which shall not be changed, and the cost for which shall not be exceeded, except by formal written amendment.

5.1.1.2 For Contract Administration including Bidding and Basic Construction Phase Services: OWNER shall pay ENGINEER for time expended in the performance of bidding and basic construction phase services rendered under Sections 1.3 and 1.4, at the labor rates shown in Exhibit D, and according to the phases of work and not to exceed cost estimate shown in Exhibit C, the scope of work for which shall not be changed, and the cost for which shall not be exceeded, except by formal written amendment.

5.1.1.3 For Resident Services During Construction: OWNER shall pay ENGINEER for the actual time expended and expenses incurred in the performance of resident services during construction as outlined in Section 1.5 at the labor rates and non-labor rates shown in Exhibit D, and according to the phases of work and not to exceed cost estimate shown in Exhibit C, the scope of work for which shall not be changed, and the cost for which shall not be exceeded, except by formal written amendment. However, it is

understood that the duration of construction is subject to delays beyond the control of the ENGINEER and the actual time required for resident services may be more or less than the time estimated by the ENGINEER and reflected in the fee specified above, therefore delays in construction may warrant the issuance of an amendment to the contract at a later date.

5.1.1.4 The total not to exceed amounts for all sections of the contract shall be $2,536,900.

5.1.2 Additional Services. Subject to the not to exceed price specified in Section 5.1.1.4, OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.15, inclusive (except services covered by paragraph 2.1.5) on the basis of the labor rates shown in Exhibit D.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5, the amount billed to ENGINEER therefore times a factor of 1.10.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4 below.

5.2 Times of Payments

ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, subject to the not to exceed price specified in Section 5.1.1.4

5.3.3 OWNER shall make payment to ENGINEER in accordance with Section 8.960, RSMo.

5.4 Definitions.

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: furnishing and maintaining field office facilities; subsistence, lodging, and transportation of project staff and resident project representatives; reproduction of reports, drawings, and specifications; postage and

express delivery services; survey materials; and similar Project-related items.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including drawings and specifications prepared by ENGINEER pursuant to this agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by OWNER without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses arising or resulting therefrom.

7.3 Controlling Law

This agreement is to be governed by the laws of the State of Missouri. Venue for any litigation between the parties shall exclusively lie in Jasper County, Missouri.

7.4 Successors and Assigns

7.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any

written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance

ENGINEER shall, as part of this agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of $2,000,000.

7.6 Consequential Damages. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

7.7 Disadvantaged Business Enterprises. ENGINEER agrees to take steps to ensure that disadvantaged business enterprises (DBEs) are utilized when possible as sources of supplies, equipment, construction, and services as required by 2 CFR 200.321.

7.8 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.

7.9 Intellectual Property. OWNER shall own all right, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of ENGINEER created in performance of or relating to this Agreement.

7.10 Non-Appropriation. Notwithstanding any provision herein to the contrary, OWNER 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 OWNER's then current fiscal year at the discretion of OWNER. 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 OWNER to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

7.11 Records and Audits.

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

7.11.2 One stamped hardcopy and one stamped digital copy of plans and specifications and all change orders will be submitted to the Missouri Department of Natural Resources for approval.

7.12 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.

7.13 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 affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

7.14 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.

7.15. Understandings and assumptions:

7.15.1. Fees can be shifted between project sites, phases, and tasks.

7.15.2. The City will issue notice to proceed after City Council Approval.

7.15.3. Final plan reviews to be completed after City Approval.

7.15.4. Utility relocation shall be completed by the respective utility company.

7.15.5. It is assumed that the included stormwater project sites will be bid in no more than two packages to two prime contractors. Construction phase services including administration and testing are adjusted for this assumption which reducing meeting and coordination effort with contractor.

7.15.6. RPR, construction administration, and testing services are calculated assuming total construction duration of 12 months and minimum of four project sites being constructed simultaneously. Olsson will utilize this to the city's advantage and the onsite RPR will watch over two project sites at once. This will allow costs to be kept lower and be more utilized throughout the process.

7.15.7. Cost estimates and bid documents will be prepared assuming that the structural work will be bid by cubic yards of concrete, or other appropriate items such as lengths or repair limits, as needed. No detailed breakdowns of amounts of reinforcing steel will be provided by Olsson. It is assumed that the Contractor will develop shop drawings and submit them for review and approval by the Engineer as a preconstruction work item(s).

7.15.8. City will provide CCTV for:

7.15.8.1. Existing box culvert at 12th and Wall which will be needed to evaluate condition of existing structure.

7.15.8.2. Sanitary sewer adjacent to the 12th and Wall box culvert should also be inspected with CCTV to provide locations a existing sewer laterals crossing the project.

7.15.8.3. Massachusetts and Murphy: Sanitary sewer along street looking to identify laterals from the homes to the east.

7.15.8.4. Ten Pin Lane: sanitary sewer lateral locations along north-south sewer line.

7.15.8.5. Texas Avenue: sanitary sewer showing lateral locations as requested by Olsson

7.15.8.6. Any additional potential sanitary sewer lateral conflicts, as requested by Olsson.

7.15.9. The land disturbance permit and SWPPP will be handled under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.

7.15.10. Construction observation and Testing Services:

7.15.11. No potholing will be performed by the engineer. The engineer will coordinate with utility companies for potholing at critical locations.

7.15.12. Survey is to include location of existing utilities based on visible surface evidence and markings provided by the Missouri One-Call System.

7.15.13. If precast box culvert is utilized, structural design calculations are excluded and are anticipated to be performed by the contractor/precaster.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 The following exhibit is attached to and made a part of this agreement: Exhibit A: Clarification of Services", Exhibit B: Scope of Services Matrix, and Exhibit C "Rate Schedule".

8.2 This agreement (consisting of pages 1 to 22, inclusive), as well as the exhibits identified above, constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The parties hereto have made and executed this agreement as of the day and year first above written.

OWNER:	**ENGINEER:**
CITY OF JOPLIN, MISSOURI	OLSSON, INC
_____	Andrea Adams
(Authorized Signature)	(Authorized Signature)
_____	Andrea Adams
(Printed Name)	(Printed Name)
_____	Senior Directors, Operations
(Title)	(Title)

EXHIBIT A
CLARIFICATION OF SERVICES
2023 ARPA Stormwater Improvement Project
The following Clarification of Services, Assumptions, and Exclusions further define SCOPE OF ARPA STORMWATER PROJECT

DESCRIPTION OF DESIGN SERVICES

The following provides a description of additional included services that are not described in the Scope of Services Document. Reference the attached scope of services matrix to identify which services are included or excluded in each project site. **Note: Services listed as optional in the scope of services matrix are included in the contract price, but may or may not be necessary depending on the scope of improvements. If these items are not needed or completed, the total contract amount will not be billed.**

a. Storm and Site Design Services

i. Hydrologic Evaluation

1. Olsson will evaluate the hydrologic condition for peak runoff to the project site in accordance with the Joplin Stormwater Management Criteria. Suitable hydrologic modeling methods will be selected for each project site based on the total site drainage area as well as the type of improvements that are being designed. Hydrology for storm sewer design will be performed using the rational method, where the inlet drainage area sizes are appropriate for that method. Larger drainage areas from offsite flows, for culvert projects, and for channel projects may require utilizing the curve number method for hydrology. Sites located within FEMA floodplains will utilize flows from the FIS study, unless otherwise specified. Peak flow rates will typically be determined for the 10-year, 25-year, and 100-year storm events, but additional rainfall events may be evaluated at Olsson's discretion if a modified design criteria is warranted.

ii. Storm Sewer Design

1. Olsson will evaluate the proposed storm sewer collection system utilizing modeling software such as StormCAD to ensure storm sewer inlets are appropriately sized and spaced to meet the city's design criteria, and to ensure that storm sewer pipes are appropriately sized to meet the city's design criteria. Given the nature of these retrofit efforts, certain constraints may prevent the project from meeting the design criteria. Such constraints may include conflicts with existing utilities, limited right-of-way, limited cover, downstream choke points, or the lack of sufficient upstream inlets. In these cases, Olsson will update the city of the capacity being provided during preliminary design and discuss whether the proposed capacity is acceptable or whether other alternatives should be considered.

2. The existing storm sewer, if applicable, will not be modeled or evaluated in detail. If existing storm sewer will be routed through the proposed system, assumptions will be utilized for the amount of flow in the existing pipes versus the amount flowing above grade. These assumptions may be on a case-by-case basis but typically assume full pipe flow and the remainder being conveyed above grade.

iii. Culvert Hydraulics

1. Olsson will perform hydraulic evaluation of proposed culvert crossing to ensure the proposed culverts meet the city's design criteria. Culverts may be modeled in HY-8 or HEC-RAS depending on the situation and requirements of the specific site. Culverts located within FEMA floodplains will be designed to meet the community's floodplain management criteria. If the culvert is unable to meet the city's design criteria, Olsson will update the city of the capacity being provided during preliminary design and discuss whether the proposed capacity is acceptable or whether other alternatives should be considered.

iv. Channel design

1. Olsson will evaluate proposed channel capacity using manning's equation, StormCAD, or HEC-RAS depending on what the specific situation warrants based on Olsson's judgment. Large channel and culvert improvement projects may seek to meet the city's design criteria for channel capacity, however most cases will seek to improve capacity within the constraints of the site. Channel modifications within the floodplain must meet the city's floodplain management criteria. Work within waters of the united states will be documents and permitted accordingly as described in other sections of the scope of services.

v. Landscape Architecture

1. Olsson will prepare a single sheet planting plan (for the sites that are denoted for beautification) with accompanying plan sheet of planting notes and details, plus planting specification sections (or JSPs). The planting plan shall include quantity, location, size and species of proposed plant materials. The plan will also depict the existing trees that will be preserved and/or removed as well as details for tree protection measures.

vi. Native Planting Plan

1. Native Planting Plan & Specifications. Olsson will complete a native planting plan for the site.

2. Native Plant Species Specification. Native plant species will be selected that are adapted to the environmental conditions present at the site site (e.g., climate, precipitation, soils, growing season, pests), and that will be low maintenance once established. Species that are available for purchase from nearby native plant nurseries will be selected.

3. Species Selected for Water Quality. Native species that have the ability to improve stormwater quality by facilitating the breakdown of contaminants commonly found in stormwater runoff will be included.

4. Seed Mix Specification. A custom seed mix will be developed that contains species adapted to the environmental conditions specific to the site location. Species that are available for purchase from native seed providers will be selected.

5. Plan Sheets. Plan sheets will be produced that show the location where the plant species should be planted and where the seed mix should be sowed.

6. Planting Specifications. Planting specifications that will assist the construction contractor with sourcing, planting, and establishing the seeds and plant materials included in the Planting Plan will be developed.

vii. Water Quality BMP Design

1. If deemed to be an appropriate solution, Olsson will incorporate water quality BMP design in the Massachusetts and Murphy site as a means to address maintenance concerns. Water quality BMP design will be limited to development of plans and specifications for water quality BMP and design of outlet works and underdrain to handle site drainage. Detailed water quality calculations will not be performed.

2. Olsson will incorporate BMP plantings within the planting plan sheets listed under Landscape Architecture for the sites that are denoted to include water quality BMP design.

viii. Bank Stabilization

1. In cases noted where existing channel banks may be unstable, Olsson will evaluate alternatives to reduce future erosion and provide more stability to the channel. The range of solution will vary on a case-by-case basis but may include bank grading, plantings, armoring, reinforcement matting, etc.

2. Olsson will incorporate bank stabilization plantings within the planting plan sheets listed under Landscape Architecture for the sites that are denoted to include bank stabilization.

ix. Roadway Profile Adjustment

1. Where noted in the scope of services matrix, roadway profile adjustments may be evaluated along with culvert alternatives to weigh the benefit of taller culvert alternatives. Only one modified roadway profile will be evaluated for the final design. If this alternative is selected, a roadway plan and profile sheet will be included in the final plans for construction.

2. Increases in roadway profile will be evaluated will the culvert model to ensure no additional backwater is caused upstream of the site, without approval of city and impacted property owners.

x. Sidewalk Replacement/ ADA Ramp Modification

1. Where noted in the scope of services matrix, sidewalk and ramp replacement may be warranted. In most cases, existing sidewalk will be replaced to match existing grades and detailed spot grading will be excluded from this scope of services. The following amounts of sidewalk and ramps are assumed to be included in the design effort:

   a. 5th and Porter – Approximately 180 feet of sidewalk including 4 ADA ramps.

   b. East Town- Up to eight (8) sidewalk ramps are included in the site. Sidewalk that is impacted will be replaced to match existing grades and will not require detailed grading information in the plans.

xi. Sanitary Sewer Relocation

1. Olsson will prepare utility relocation for impacted gravity sanitary sewer lines where feasible. Relocation plans shall consist of a proposed plan alignment and profile as per City of Joplin Standard Specifications and Details. The length for relocation services is estimated to be limited to site boundaries for each improvement area. Relocations outside of the site limits due to pipe slope grades or system improvements shall be considered additional services.

2. Sanitary sewer relocations are shown as optional services and will only be utilized if warranted by the selected alternative.

3. The follow are assumptions for the estimated length of relocation that may be required with this scope of services:

a. 26th Street: Approximately 850 feet of sewer relocation within site limits, if required.

b. 5th and Porter: Approximately 600 feet of relocation within site limits, if required.

c. Texas Avenue: Approximately 1900 feet of sewer relocation may be required depending on the alignment that is selected for the proposed storm sewer system. It is assumed that drop structures will be feasible on the Texas Avenue trunk line and additional modifications to branch lines will not be required.

xii. Environmental and Permitting Services

1. Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation

a. Olsson will complete a wetland delineation and stream assessment at the proposed site. Olsson will follow the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountain and Piedmont Region (Version 2.0) (April 2012).

b. Desktop Review. The first step of the wetland delineation and stream assessment consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

c. Wetlands (WETS) Table Analysis for Agricultural Lands. Using the methodology described in the U.S. Department of Agriculture (USDA) Part 650-Engineering Field Handbook, Olsson will complete WETS Tables to determine if the area had a normal amount of precipitation for a given year. Once years with normal precipitation are determined, Olsson will review historic National Agricultural Imagery Program (NAIP) aerials to determine if signatures of wetlands are present in those years.

d. Site Visit. Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Midwest Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.

e. DELIVERABLE

i. Report. Upon completion of the site visit a report documenting the findings of the wetland delineation and stream assessment will be prepared detailing the presence

or absence of wetlands, streams, and other waters of the U.S. within the project study area. The wetland delineation and stream assessment report will include a narrative of how the wetland delineation and stream assessment was conducted and a summary of the results of the wetland delineation and stream assessment. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other waters of the U.S. boundaries, sample point locations, and photo point locations will be included. The report will also include a description of Olsson's opinion of whether the wetlands, streams, and other waters of the U.S. are jurisdictional.

f. ASSUMPTIONS

i. Client will provide: General Project Location Map and Project Study Area Access and Landowner Permission

ii. Not included in the scope: Site Visits with the Corps

2. Nationwide Permit

a. Olsson will submit a Clean Water Act, Section 404, nationwide permit notification to the U.S. Army Corps of Engineers (USACE) for the project site. Nationwide permits are general department of army (DA) permits that meet a set of nationwide standards that have minimal individual and cumulative environmental impacts. Nationwide permits are required when jurisdictional aquatic impacts occur related to a project. Olsson will follow the Clean Water Act regulations (33 CFR Parts 320-332) and Section 404(b)(1) Guidelines (40 CFR Part 230). Nationwide permits include a description of the Project, aquatic impacts, threatened and endangered species (desktop evaluation), and cultural resources (desktop evaluation). Following completion of the permit, Olsson will submit the permit request to the USACE for permit issuance. Olsson will follow-up with additional USACE requests within the limitation of the assumptions outlined below.

b. Not included in the scope:

i. Site Visits with the Corps

ii. Agency or Client Meetings, Other Than Phone Call Discussions

iii. Changes in Project Design or Location Requiring Changes to the Report

iv. On-Site Habitat or Threatened and Endangered Species Evaluations

v. On-Site Cultural Resources Study or Evaluation

vi. Permittee Responsible Mitigation Plan and Monitoring

b. Structural Engineering Services

i. Olsson will assist our H&H designers for the layout and design of stormwater improvements on the project sites as listed below. Olsson will make use of standard structural designs (City/APWA/MoDOT, where appropriate) and prepare structural detail drawings. Precast concrete structures (designed by others) will be specified where they provide value to the Owner. Where custom stormwater structures are needed, Olsson will provide custom structural designs and details which may include; cast-in-place culvert construction, RCB bends/transition

structures, headwalls, wingwalls, and CRCE encasement details for structural conflicts.

1. 12th Street & Wall – Approx. 350 LF of RCB Structure Repair or Replacement with upstream wingwalls and downstream junction. Olsson will provide a preliminary engineering study for this project to assess the structural health of the existing box culvert. This study will review the TV camera inspection provided by others, and develop recommendations based on the visual appearance, concrete core sampling (conducted by Olsson), as-built plans (if available), and past inspection reports. Recommendations may include repair or replacement (up to 2 conceptual new alignments). It is assumed that up to four concrete core samples will be collected in the walls at the accessible location near the south end of the structure.

2. 5th Street & Porter Ave – Shallow RCB structural replacement under sidewalk and street (Approx 200 LF with special lid design) with upstream wingwall unit/90 degree bend, diagonal bend under intersection, and downstream junction

3. 26th Street Twin Culverts – New culvert under 26th Street. Assumed precast barrel specified and CIP end sections/wingwalls.

4. Texas Ave – Upstream custom wingwalls, transition structure, and a custom stormwater inlet detail. Assumed to be mostly standard round pipe.

5. 9th & St. Louis – Two new culverts under St. Louis and Connecticut Streets. Assumed to have precast barrels specified and CIP end sections/wingwalls. It is assumed the CIP end sections/wingwalls will be identical so that one set of details may be used.

6. East Town – One outlet structure/wingwall and four new culvert street crossings. It is assumed these street crossings will have precast barrels specified and CIP end sections/wingwalls. It is assumed the CIP end sections/wingwalls will have two sizes for the four structures such that two sets of details may be used.

7. Ten Pin Lane – Assumed to be standard round pipe (custom structural work excluded)

8. 17th and Annie Baxter Avenue – Assumed to be open channel improvements (custom structural work excluded).

9. Massachusetts & Murphy – Custom structural work excluded.

c. Geotechnical Engineering Services

i. Drilling Services (17th and Annie Baxter, East Town, 9th and St. Louis, Massachusetts and Murphy, Ten Pin Lane, 26th Street Culvert, & 5th and Porter)

1. Coordination and General Notes

a. Olsson to contact Missouri One Call to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections.

b. All boring locations must be readily accessible. We understand the borings will be completed after the demolition of the existing structure. Any fees resulting from the use of clearing operations to achieve access to boring locations is Owner's responsibility and

not included in this scope of work. Olsson cannot perform field work until access to boring locations is satisfactory to Olsson.

c. Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete cracking, and damage to underground sprinkler systems. Olsson will not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. The Owner accepts full responsibility for site disturbance.

2. Field Exploration

   a. We propose to use a truck-mounted drill rig to complete the following borings for the geotechnical exploration for the following structures:

   b. Up to Two (2) borings to depths of up to 20 feet each; The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 40 linear feet.

   c. Thin-walled samples shall be collected from the soil test borings.

   d. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.

   e. After obtaining groundwater level readings, we will backfill the borings with soil cuttings.

3. Laboratory Services

   a. At our laboratory, unconfined compressive strength, moisture content, and in-place unit weight tests will be performed on representative portions of selected Shelby tube samples. Moisture content tests will be performed on all samples. Atterberg limits tests will also be performed upon representative samples of typical subsurface conditions encountered across this site. Potentially, a triaxial sheer test may be performed.

4. Retaining Wall Design

   a. In addition to drilling and lab testing, we propose to design a single gravity or reinforced modular block retaining wall at the site. From the information above and the information that has been provided, Olsson will perform the following services:

   b. Design of the retaining wall/s in accordance with NCMA design guidelines.

   c. Global Stability Analysis on the critical wall section

   d. Preparation of design calculations

   e. Preparation of construction documents, plans and design notes

5. Slope Stability Analysis (9th and St. Louis)

   a. In addition to drilling, lab and retaining wall design, we understand construction near the railroad alignment may be necessary at the 9th and St. Louis site Based on the results of the borings and the laboratory testing, we will evaluate the global stability of the existing and proposed slopes using the Slope/W computer program.

b. The results of our analyses will be presented in a geotechnical engineering letter report. The letter will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the subsurface conditions encountered onsite. In addition, the letter will present our geotechnical opinions regarding the stability analysis.

d. ROW and Easement Descriptions:

i. One Easement document consists of a description and a sketch. The preparation of easement documents will be prepared, as necessary. Olsson's estimated fee for preparation of these documents will be $500.00 per easement document and will be billed based on standard hourly rates. Olsson has assumed 51 easement documents, as broken out per project site, in the information listed below:

1. 17th and Annie Baxter, 6
2. East Town, 6
3. 9th and St Louis, 2
4. 12th and Wall, 7
5. Mass and Murphy, 0
6. Ten Pin Lane, 7
7. Texas Avenue, 12
8. 26th Street, 4
9. 5th and Porter, 7

Exhibit B: Scope of Services Matrix

Project Number: 023-00749 **Project Name:** Joplin Stormwater Projects 2023

Date: 6/6/2023

	Project Site								
Scope Items	17th and Annie Baxter	East Town	9th and St louis	12th and Wall	Massachusetts and Murphy	Ten Pin Lane	Texas Avenue	26th Street Culvert	5th and Porter
Basic Services***	Yes	YES	YES	YES	YES	YES	YES	YES	YES
Hydrologic Evaluation	Yes	YES	YES	YES	NO	YES	YES	YES	YES
Storm Sewer Design	Yes	YES	NO	YES	NO	YES	YES	NO	YES
Culvert Hydraulics	NO	YES	YES	YES	NO	NO	NO	YES	YES
Channel Design	Yes	YES	YES	NO	YES	YES	NO	YES	YES
Beautification Opportunitiy (Landscape Architecture)	Yes	YES	YES	NO	YES	YES	NO	NO	YES
Native Plantings	NO	NO	YES	NO	YES	NO	NO	NO	NO
Water Quality BMP	NO	NO	NO	NO	YES	NO	NO	NO	NO
Bank Stabilization	NO	NO	YES	NO	YES	NO	NO	NO	NO
Roadway Profile Adjustment	NO	NO	NO	NO	NO	NO	NO	OPTIONAL	NO
Sidewalk Replacement/ ADA Ramps	NO	YES	NO	NO	NO	NO	NO	NO	YES
Sanitary Sewer Relocation	No, Avoid	No, Avoid	No, Avoid	No, Avoid	No, Avoid	No, Avoid	OPTIONAL	OPTIONAL	OPTIONAL
Jurisdictional Determination	Yes	Yes	YES	NO	YES	NO	NO	YES	YES
404/401 Permitting	OPTIONAL	Yes	YES	NO	NO	NO	NO	OPTIONAL	NO
Floodplain Development Permit	No	Yes	NO	NO	YES	NO	NO	OPTIONAL	NO
Structural Box Culvert Design	No	OPTIONAL	NO	YES	NO	NO	NO	NO	YES
Structural Inlet Detail	No	NO	NO	YES	NO	NO	OPTIONAL	NO	YES
Structural Wingwall Detail	No	OPTIONAL	OPTIONAL	NO	NO	NO	OPTIONAL	YES	YES
Geotechnical Wall Design	OPTIONAL	OPTIONAL	OPTIONAL	NO	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL
Geotechnical Slope Design	No	NO	OPTIONAL	NO	NO	NO	NO	NO	NO
Right-of-Way Negotiations	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL
Appraisals	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL
Construction Administration	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Resident Project Representative	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Inspection/Testing	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

***Include Basic services referenced in agreement,

Not to Exceed Engineering Fees	17th and Annie Baxter	East Town	9th and St louis	12th and Wall	Massachusetts and Murphy	Ten Pin Lane	Texas Avenue	26th Street Culvert	5th and Porter
Base Services (not including Optionals)	$ 214,500	$ 360,200	$ 182,400	$ 167,900	$ 219,800	$ 202,900	$ 336,800	$ 157,200	$ 233,800
Optional Services)	$ 37,300	$ 54,500	$ 37,400	$ 28,500	$ 7,600	$ 40,300	$ 88,900	$ 59,500	$ 107,400
Total	$ 251,800	$ 414,700	$ 219,800	$ 196,400	$ 227,400	$ 243,200	$ 425,700	$ 216,700	$ 341,200

olsson

General Infrastructure

LABOR RATE BILLING SCHEDULE 2023

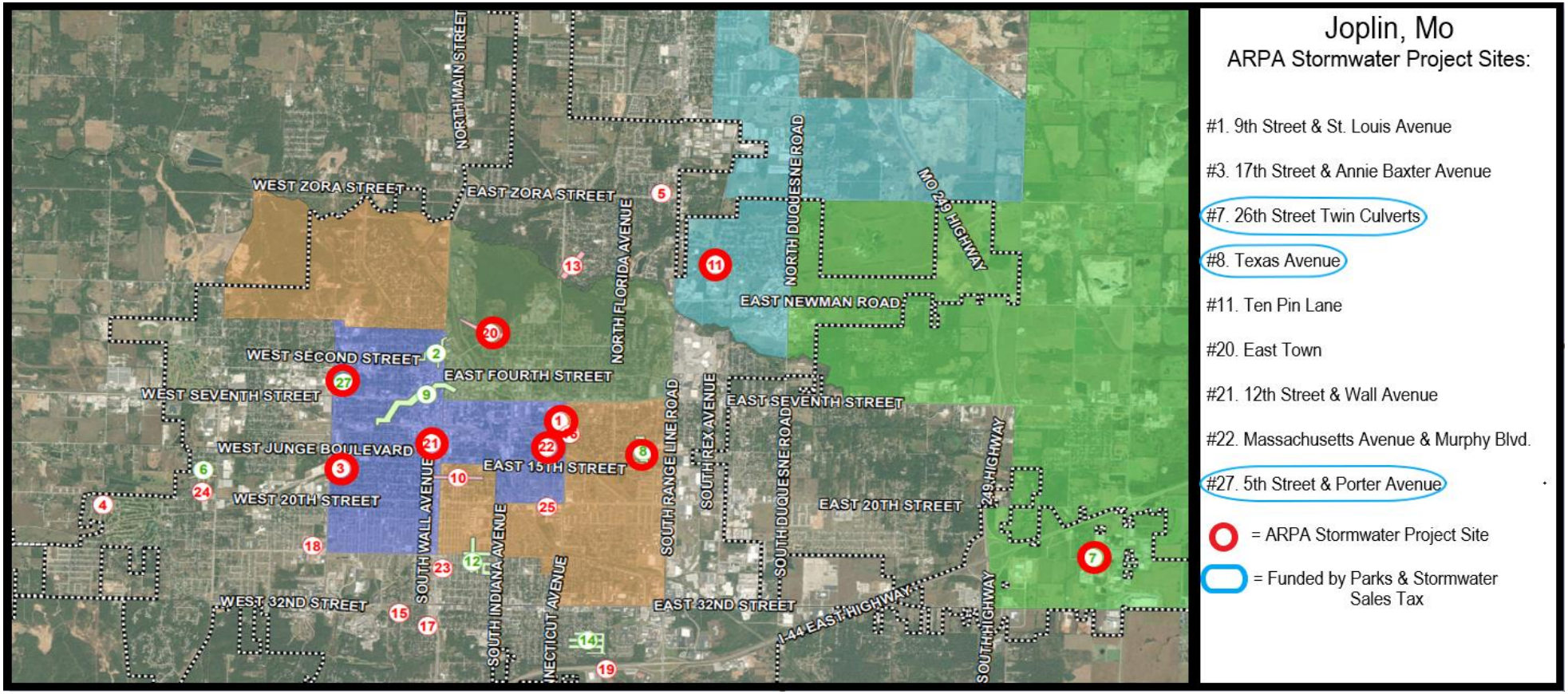
LABOR RATES

Description	Range
Principal/Senior Professional ……..	175 - 280
Project Manager……	140 - 265
Project Professional……	130 - 180
Associate Professional ……...	115 - 135
Assistant Professional……	85 - 130
Designer ……	110 - 160
CAD Operator ……..	45 - 125
*Surveyor ……..	65 - 150
*Survey Crew……	130 - 175
*Construction Services……..	50 - 240
Administrative/Clerical……..	45 - 110

Note:

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

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


Joplin, Mo
ARPA Stormwater Project Sites:
#1. 9th Street & St. Louis Avenue
#3. 17th Street & Annie Baxter Avenue
#7. 26th Street Twin Culverts
#8. Texas Avenue
#11. Ten Pin Lane
#20. East Town
#21. 12th Street & Wall Avenue
#22. Massachusetts Avenue & Murphy Blvd.
#27. 5th Street & Porter Avenue
= ARPA Stormwater Project Site
= Funded by Parks & Stormwater Sales Tax
NORTH MAIN STREET
WEST ZORA STREET
EAST ZORA STREET
NORTH FLORIDA AVENUE
NORTH DUQUESNE ROAD
MO 249 HIGHWAY
EAST NEWMAN ROAD
WEST SECOND STREET
EAST FOURTH STREET
WEST SEVENTH STREET
EAST SEVENTH STREET
SOUTH RANGE LINE ROAD
SOUTH REX AVENUE
SOUTH DUQUESNE ROAD
WEST JUNGE BOULEVARD
EAST 15TH STREET
WEST 20TH STREET
EAST 20TH STREET
SOUTH WALL AVENUE
SOUTH INDIANA AVENUE
CONNECTICUT AVENUE
WEST 32ND STREET
EAST 32ND STREET
I-44 EAST HIGHWAY
SOUTH HIGHWAY

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-113 Agreement with Allgeier, Martin and Associates, Inc. for the ARPA Wastewater Grant project; and containing an emergency clause.

MEETING DATE
June 20, 2023

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB 2023-113 Ordinance; Agreement; Exhibit 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 an agreement with Allgeier, Martin and Associates, Inc. for the ARPA Wastewater Grant project in the not to exceed amount of Seven Hundred Eighty-Eight Thousand and 00/100 Dollars ($788,000.00).

BACKGROUND
On May 16, 2022, the Missouri Department of Natural Resources (MDNR) published grant availability notification as part of Congress' American Rescue Plan Act (ARPA) funding from the federal government. City staff identified a project for the grant, then on June 6, 2022, Council approved Resolution No. 2022-009, authorizing City staff to apply for a wastewater grant. In mid-November of 2022, MDNR issued notifications to grant recipients, notifying the City that its grant application was chosen for funding. Once MDNR allowed it, staff published an RFQ on January 28, 2023, soliciting qualification statements from interested engineering firms. Thirty days later, in accordance with the City's procurement policy, sealed submittals were opened on Feb. 28, 2023. A selection committee comprised of Public Works staff evaluated the qualification submittals from two firms. AMA was selected as the most qualified engineering firm to provide professional engineering services for the grant project. The consultant's fees are within industry standards for design, bidding, construction, and project management services during the life of the grant. All ARPA funds must be obligated to a project by December 31, 2024, and spent by June 30th, 2026. The project consists of replacement of about 4,500 LF of large diameter concrete interceptor sewer lines Cured-In-Place Pipe (CIPP) renovation of about 37,200 LF of small diameter public sewers (see the attached Exhibit Map), whose total estimated cost was $5,226,782 at the time the grant application was prepared. The grant amount received by the City is $3,599,782.00. The remaining $1,667,000.00 for the project comes from the current and future FY budgets from the Sanitary Sewer Fund.

FUNDING SOURCE

ARPA wastewater Grant funds, Sanitary Sewer Fund

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving an agreement on an Emergency basis being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, adoption of this Council Bill on an emergency basis allows the design of the improvements to begin as quickly as possible, in light of the funding deadline.

COUNCIL BILL NO. 2023-113 ORDINANCE NO

AN ORDINANCE approving an agreement with Allgeier, Martin and Associates, Inc. for professional engineering services in the not to exceed amount of Seven Hundred Eighty-Eight Thousand and 00/100 Dollars ($788,000.00) for the ARPA Wastewater Grant Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seven Hundred Eighty-Eight Thousand and 00/100 Dollars ($788,000.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the 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 Sanitary Sewer Fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, adoption of this Council Bill on an emergency basis allows the design of the improvements to begin as quickly as possible, in light of the funding deadline.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2023-113

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

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
ALLGEIER MARTIN AND ASSOCIATES, INC
FOR
PROFESSIONAL SERVICES
WORK AUTHORIZATION NUMBER ARPAWW-2023-001

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2023 ("the Effective Date"), by and between the City of Joplin, Missouri (OWNER), and Allgeier Martin and Associates, Inc. (ENGINEER), and with OWNER and ENGINEER being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, OWNER intends to construct the following improvements: Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin in association with the received ARPA Wastewater Collection System Grant, herein after referred to as "Project"; and,

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and give professional engineering consultation and advice to OWNER during the performance of services hereunder; and

WHEREAS, ENGINEER desires to be engaged by OWNER to provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and give professional engineering consultation and advice to OWNER during the performance of services hereunder; and

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services.

1.1.2 The ENGINEER shall represent the OWNER, insofar as the OWNER desires, to governmental entities and agencies, institutions, and other individual and collective parties in dealings related to the Project.

1.1.3 The ENGINEER shall attend meetings and hearings with and on behalf of the OWNER, insofar as the OWNER desires, provided that such meetings and hearings pertain to the Project and provided that the OWNER gives the ENGINEER reasonable notice of such meetings and hearings and of the OWNER's desire to have the ENGINEER in attendance.

1.1.4 In general, the Project consists of the following:

1.1.4.1 Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin in association with the received ARPA Wastewater Collection System Grant.

1.1.4.1.1 Evaluate the condition of existing sewer lines within the wastewater collection system project area. Utilize existing CCTV data or coordinate completion of needed CCTV inspections to recommend improvements to the existing sanitary sewer collection lines within the project boundary.

1.1.4.1.2 Develop a scope of work for wastewater collection line rehabilitation and interceptor sewer lines, based upon the preliminary CCTV investigation work, within the project boundary and in general accordance with the preliminary $4,755,256 project construction budget.

1.1.4.2 Bidding and Construction Phase Engineering for the modifications and improvements necessary for completion of the identified scope of work for the project.

1.1.4.3 Periodic Resident Construction Representation Phase services for the completion of the project. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.4.4 Right-of-Way/Easement Acquisition services for the project, if desired by the OWNER. It is estimated that up to 8 separate properties will need easements/right-of-way acquired in order to construct the project.

1.1.4.5 Development of an update to the existing wastewater hydrologic/hydraulic model.
Upon execution of this Agreement by the OWNER, the ENGINEER shall proceed with the design phase of the project.

Basic services of the ENGINEER included as part of this Agreement include the following:

1.2 Design Phase

Upon execution of this agreement, ENGINEER shall:

1.2.1 Conduct topographic surveys to the extent necessary for design of the infrastructure facilities.

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

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

1.2.4 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.

1.2.4 Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities. This specifically includes obtaining a construction permit from the Missouri Department of Natural Resources.

1.2.6 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.

1.2.7 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

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

1.2.9 Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.2.10 Provide assistance to the OWNER relative to submission of applications to regulatory agencies for involvement in the ARPA program.

1.2.11 Negotiating for the purpose of obtaining land or easements rights.

1.3 Bidding Phase.

After receiving written authorization to proceed with the bidding phase, ENGINEER shall:

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

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, review pre-bid submittal, prepare any necessary addenda, and assist in opening the bids.

1.3.5 Submit to appropriate regulatory and funding agencies, the bid documents, revised cost estimates, and other documentation required as a part of the ARPA Program.

1.3.6 Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts, separately, for each respective bidding package. The ENGINEER shall provide a tabulation of bids to the OWNER as part of the evaluation for each respective bid.

1.4 Construction Phase.

During the construction phase, ENGINEER shall:

1.4.1 Consult with and advise OWNER and act as his representative. All of OWNER's instructions to contractor(s) will be issued through ENGINEER, who will have authority to act on behalf of OWNER.

1.4.2 Attend pre-construction conference.

1.4.3 Review contractor's proposed project schedule.

1.4.4 Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which 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; 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.

1.4.5 Issue all instructions of OWNER to contractor; 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 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.

1.4.6 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. 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.

1.4.7 Conduct site observation periodically and as reasonably required by the OWNER or RPR to observe conditions and progress of the work and to answer questions of the OWNER or RPR, to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed in accordance with the contract documents and if Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the contractor 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 1.4.4.

1.4.8 Provide the OWNER two sets of record prints of drawings and one electronic (PDF) version 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. If desired by OWNER, reproducible record prints can be obtained as set forth in Section 2.1.10 of this agreement.

1.4.8.1 GIS (Geographic Information Systems) Deliverable: At each respective contract's end, ENGINEER will create shapefiles of the constructed infrastructure in the data format matching the city's current publicly available databases. The GIS deliverable for sanitary sewer improvements will include new alignments, line and manhole numbers, line sizes, pipe materials, CCTV footage (as applicable), manhole locations, lateral locations (where applicable), dates of improvements, pdf line condition reports for respective line segments (as applicable) and pdf drawings of the line replacement project. The ENGINEER will work with the OWNER to determine if any other desired information is requested to be included with this GIS update information submission. These files will be delivered to the city electronically and the city will be responsible for removing old data and replacing with new data in their GIS database.

1.4.9 Assist OWNER with preparation and submittal of funding reimbursement requests.

1.4.10 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 1.4.1 through 1.4.9, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

1.4.11 ENGINEER shall at the conclusion of construction combine field changes noted by the contractor and the resident project representative into a complete, as-built set of plans, representing what was constructed in the field to the best of our knowledge.

1.5 Resident Project Representation.

1.5.1 The ENGINEER shall furnish a part time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of contractor. Through

more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, 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.

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.

1.5.2 Duties and Responsibilities of RPR.

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

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

1.5.2.3 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.

1.5.2.4 Shop Drawings and Samples:

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

b) Receive samples which 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.

1.5.2.5 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.

1.5.2.6 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.

1.5.2.7 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.

1.5.2.8 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 clarification 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.

1.5.2.9 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.

1.5.2.10 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.

1.5.2.11 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.

1.5.2.12 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.

1.5.3 Limitations of Authority. Resident project representative:

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

1.5.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents.

1.5.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent.

1.5.3.4 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.

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

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

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

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

1.6 Right-of-Way/Easement Acquisition

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services for an estimated 8 separate properties as follows:

1.6.1 Review and understand right of way and engineering construction plans.

1.6.2 Attend public meetings on proposed projects at the request of city staff.

1.6.3 Set up and maintain right of way acquisition file for each parcel.

1.6.4 Send appropriate notices to property owners as required by funding source and city policy.

1.6.5 Prepare legal documents using standard right-of-way and easement forms.

1.6.6 If an appraisal is found to be necessary, review appraisal information and send certified letter of offer to each property owner.

1.6.6.1 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work. Any required appraisals, if determined necessary, may be provided by the ENGINEER, at the direction of the OWNER, as an additional service.

1.6.7 Contact owners and arrange on site or office meetings to review project or compensation details.

1.6.8 Prepare a detailed Negotiation's Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

1.6.9 Review counter offers, special requests or conditions with project manager.

1.6.10 Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

1.6.11 Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.

1.6.12 Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.

1.6.13 In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations and the remainder of the file to allow the OWNER to decide the course of future action.

1.6.14 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

1.6.15 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

1.7 Wastewater Hydrologic/Hydraulic Model

1.7.1 Develop an update to the existing Wastewater Collection System Hydraulic Model. Hydrologic sub-catchments for the hydraulic model will be delineated based on the location of flow meters from the previous, existing collection system Hydraulic Model. The intent of the Hydraulic Model Update would be to include areas modified, replaced or rehabilitated since the initial Hydraulic Model development and to evaluate impacts of those improvements to the performance of the collection system.

1.7.1.1 The City's wastewater collection system hydraulic model will be developed using the following data provided by the OWNER if not already possessed by AMA:

- Existing GIS data
- Existing AutoCAD data
- Sewer system as-built record drawings
- Pump rating curves (Replaced Since the previous model was developed)

This data will be supplemented with survey data collected by others.

1.7.1.2 Data from up to Five (5) locations where flow meters have been installed within the collection system since the development of the initial hydraulic model will be used to calibrate the model.

1.7.1.3 Wastewater Collection System Analysis

1.7.1.3.1 The updated hydraulic model and the NRCS 5-year, 6-hour rainfall event will be used to stress test the collection system. Stress testing will identify locations within the existing wastewater collection system where there are Level of Service (LoS) deficiencies. The results of this analysis will also be used to evaluate collection system constraints subsequent to projected I/I rehabilitation efforts.

1.7.1.3.2 A Collection System Analysis TM will be prepared and will document the OWNER's existing wastewater collection system LoS based performance under existing I/I conditions and under various I/I reduction scenarios. This TM will also summarize the flow analysis, model calibration, for up to five (5) flow metering points used for dry and wet weather calibration. This TM will compare performance differences of the collection system between the updated hydraulic model and the initial hydraulic model.

1.7.1.3.3 The TM will document the finalized priority recommendations within the collection system.

1.7.1.4 Surveying: Additional surveying, as needed to update the hydraulic model and above that as indicated elsewhere within this scope of work, may be completed as an additional service upon receipt of prior approval of the OWNER.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Preparing documents for out-of-sequence work.

2.1.4 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.5 Furnishing the services of special consultants requested by the OWNER for other than the normal civil, structural, mechanical, and electrical engineering; such as consultants for interior design, furnishings, communications, acoustics, and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.6 Reviewing contractors' and subcontractors' payroll records.

2.1.7 Providing any type of field staking to enable contractor(s) to proceed with their work; and providing other special field surveys other than those for design purposes.

2.1.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for basic services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to drawings and specifications occasioned thereby, and services resulting from significant delays, changes, or price increased occurring as a direct or indirect result of material, equipment, or energy shortages.

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.10 Preparing for OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.11 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by contractor(s).

2.1.12 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.13 Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14 Preparing to serve or serving as a consultant or witness for OWNER in any litigation or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.15 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this agreement.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

3.2 Assist ENGINEER by placing at his disposal all reasonably available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may reasonably rely upon in performing his services.

3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as reasonably required for ENGINEER to perform his services.

3.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7 Provide such accounting, independent cost estimating, and insurance counseling services as may be reasonably required for the Project; such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by contractor(s); such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as OWNER may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.

3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.

3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).

3.10 Furnish, or direct in writing ENGINEER to provide, necessary additional services as stipulated in Section 2 of this agreement or other services as required.

3.11 Bear all costs incidental to compliance with the requirements of this Section 3. The Parties acknowledge and agree that all such costs must be approved in advance by OWNER in writing.

3.12 Geotechnical investigations to determine depth to rock.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by the OWNER, ENGINEER shall proceed with the performance of the services called for in the design phase (Section 1.2), and shall submit final design and contract documents and a revised opinion of probable Project cost within 300 calendar days.

4.3 After acceptance by regulatory agencies of the ENGINEER's drawings, specifications, and other design-phase documentation, including the most recent opinion of probable project cost, and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the bidding phase (Section 1.3).

4.4 All engineering services provided subsequent to the bidding phase and as set forth under Sections 1.4 and 1.5 of this Agreement shall be completed by December 31, 2026 however, all billable

work should be completed by October of 2026 to ensure adequate time for invoicing, pay request submission, and payment processing.

4.5 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.6 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the construction phase has not commenced within 120 calendar days after completion of the final design phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement.

4.7 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control or if ENGINEER for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 Payment for Services:

5.1.1.1 For Planning, Design Phase and Easement/Property Acquisition Services: OWNER shall pay ENGINEER for time expended in the performance of design phase services rendered under Section 1.2 and 1.6, at the labor rates and non-labor rates shown in Exhibit A, and according to the phases of work and not to exceed cost estimate shown in Exhibit B, the scope of work for which shall not be changed, and the cost for which shall not be exceeded, except by formal written amendment.

5.1.1.2 For Contract Administration including Bidding and Basic Construction Phase Services: OWNER shall pay ENGINEER for time expended in the performance of bidding and basic construction phase services rendered under Sections 1.3 and 1.4, at the labor rates shown in Exhibit A, and according to the phases of work and not to exceed cost estimate shown in Exhibit B, the scope of work for which shall not be changed, and the cost for which shall not be exceeded, except by formal written amendment.

5.1.1.3 For Resident Services During Construction: OWNER shall pay ENGINEER for the actual time expended and expenses incurred in the performance of resident services during construction as outlined in Section 1.5 at the labor rates and non-labor rates shown in Exhibit A, and according to the phases of work and not to exceed cost estimate shown in Exhibit B, the scope of work for which shall not be changed, and the cost for which shall not be exceeded, except by formal written amendment. However, it is understood that the duration of construction is subject to delays beyond the control of the ENGINEER and the actual time required for resident services may be more or less than the time estimated by the ENGINEER and reflected in the fee specified above, therefore delays in construction may warrant the issuance of an amendment to the contract at a later date.

5.1.1.5 The total not to exceed amount for all sections of the contract shall be Seven Hundred Eighty-Eight Thousand and no/100 ($788,000).

5.1.2 Additional Services. Subject to the not to exceed price specified in Section 5.1.1.5, OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.15, inclusive (except services covered by paragraph 2.1.5) on the basis of the labor rates shown in Exhibit A.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5, the amount billed to ENGINEER therefor times a factor of 1.10.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4 below.

5.2 Times of Payments

5.2.1 ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, subject to the not to exceed price specified in Section 5.1.1.4

5.3.3 OWNER shall make payment to ENGINEER in accordance with Section 8.960, RSMo.

5.4 Definitions.

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: furnishing and maintaining field office facilities; subsistence, lodging, and transportation of project staff and resident project representatives; reproduction of reports, drawings, and specifications; postage and express delivery services; survey materials; and similar Project-related items.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including drawings and specifications prepared by ENGINEER pursuant to this agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by OWNER without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses arising or resulting therefrom.

7.3 Controlling Law

This agreement is to be governed by the laws of the State of Missouri. Venue for any litigation between the parties shall exclusively lie in Jasper County, Missouri.

7.4 Successors and Assigns

7.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically

stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance
ENGINEER shall, as part of this agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of $2,000,000.

7.6 Consequential Damages. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

7.7 Disadvantaged Business Enterprises. ENGINEER agrees to take steps to ensure that disadvantaged business enterprises (DBEs) are utilized when possible as sources of supplies, equipment, construction, and services as required by 2 CFR 200.321.

7.8 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.

7.9 Intellectual Property. OWNER shall own all right, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of ENGINEER created in performance of or relating to this Agreement.

7.10 Non-Appropriation. Notwithstanding any provision herein to the contrary, OWNER 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 OWNER's then current fiscal year at the discretion of OWNER. 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 OWNER to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

7.11 Records and Audits.

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

7.11.2 One stamped hardcopy and one stamped digital copy of plans and specifications and all change orders will be submitted to the Missouri Department of Natural Resources for approval.

7.12 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.

7.13 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 affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

7.14 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.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 The following exhibit is attached to and made a part of this agreement: Exhibit A "Rate Schedule" and Exhibit B “Estimate of Costs”.

8.2 This agreement, including any exhibits identified herein, constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The parties hereto have made and executed this agreement as of the day and year first above written.

OWNER: **CITY OF JOPLIN, MISSOURI**	**ENGINEER:** **ALLGEIER MARTIN AND ASSOCIATES, INC**
_____ (Authorized Signature)	_____ (Authorized Signature)
Dan Johnson, P.E. (Printed Name)	Chris Erisman, P.E. (Printed Name)
Director of Public Works (Title)	First Vice President (Title)

Exhibit A

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025
Principal/Engineer VI	$279	$289	$302
Principal/Engineer V	$248	$257	$269
Principal/Engineer IV	$225	$233	$243
Principal/Engineer III	$207	$215	$224
Project Manager/Engineer II	$184	$190	$199
Project Manager/Engineer I	$167	$173	$181
Technician IV	$152	$157	$164
Technician III/GIS Specialist	$152	$157	$164
Technician III	$129	$133	$139
Technician II	$115	$119	$125
Technician I	$109	$112	$118
Two-Man GPS Survey Crew	$213	$220	$230
One-Man GPS Survey Crew	$167	$173	$181
Three-Man Survey Crew	$232	$240	$251
Two-Man Survey Crew	$184	$190	$199
Registered Land Surveyor II	$196	$203	$212
Registered Land Surveyor I	$173	$179	$187
Survey Crew Member	$88	$91	$95
Right of Way Specialist	$134	$139	$145
Project Representative III	$129	$133	$139
Project Representative II	$115	$119	$125
Project Representative I	$106	$110	$115
Secretary/Assistant	$88	$91	$95
Print Specialist	$88	$91	$95

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

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

Exhibit B
Estimate of Costs
Projected Fee Breakdown

Task	**Estimated Fee**
Standard Project Engineering Services	
Planning, Design and Right-of-Way Negotiation Phase Engineering Services (Paragraphs 5.1.1.1)	$412,000
Contract Administration - Bidding and Construction Phase Engineering Services (Paragraphs 5.1.1.2)	$80,000
Resident Project Representation Services (Part Time) (Paragraphs 5.1.1.3)	$260,000
Collection System Hydraulic Model Update (Paragraphs 5.1.1.4)	$36,000
Total Estimated Maximum Fee – All Services	$788,000

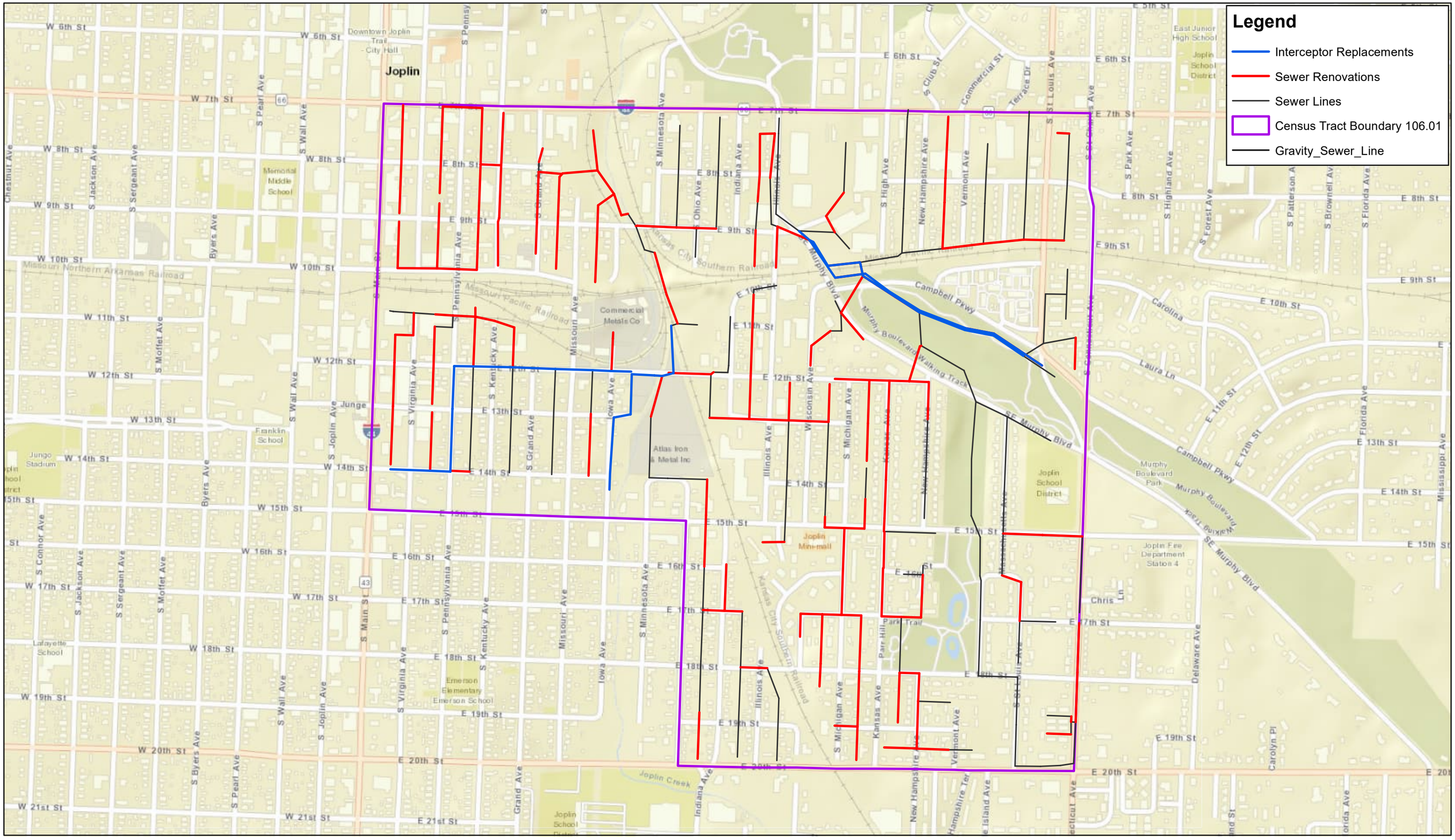


EXHIBIT 1
ARPA SANITARY SEWER IMPROVEMENTS

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-128 Governor's Transportation Cost Share Agreement between City of Joplin and Missouri Highways and Transportation Commission for the Zora Street Widening Project from Rangeline Road to MO-249

MEETING DATE
June 20, 2023

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Agreement; Council Bill 2023-128; Location Map

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into a Governor's Transportation Cost Share Agreement with the Missouri Highways and Transportation Commission for the Zora Street Widening Project from Rangeline Road to MO-249.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the widening of Zora Street from Rangeline Road to MO-249.

In September 2022, Council approved Resolution 2022-015 in support of an application to the Missouri Department of Transportation, Governor's Transportation Cost Share Program, for grant funding for the Zora Widening Improvements project, from Rangeline Road to MO-249; with the matching funds covered by the City's Capital Improvement Sales Tax funds.

The attached agreement will provide matching funds in the amount of up to $4 Million towards the construction costs only. The current construction estimate for the complete project is $9 Million. The City of Joplin is responsible for the remaining project costs including design, right-of way, and engineering costs, which are covered by Capital Improvement Sales Tax funds.

FUNDING SOURCE
Capital Improvement Sales Tax

RECOMMENDATION
Staff recommends approval of Council Bill 2023-128, a Governor's Transportation Cost Share Agreement with the Missouri Highways and Transportation Commission on an emergency basis, per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage.

COUNCIL BILL NO. 2023-128 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into a Governor's Transportation Cost Share Agreement with the Missouri Highways and Transportation Commission; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City of Joplin enter into a Governor's Transportation Cost Share Agreement with the Missouri Highways and Transportation Commission, for the Zora Street Widening Project from Rangeline Road to MO-249, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

Section 3. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2023, by a vote of_____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CCO Form: FS35G
Approved: 1/20 (MWH)
Revised: 3/23 (RSV)
Modified:

Entity: City of Joplin
Project Number/Name: Zora Street
MoDOT Project Number: SNS0014
eAgreement #: 2023-05-79036

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
GOVERNOR'S TRANSPORTATION COST SHARE AGREEMENT

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

WITNESSETH:

WHEREAS, pursuant to Section 4.445 of Truly Agreed to and Finally Passed House Bill 3004 from the 2022 legislative session (**TAFP HB 3004 2022**), the Missouri General Assembly (**GA**) has appropriated Seventy-Five million dollars ($75,000,000) in general revenue funds to the Commission to be expended for road and bridge projects under the *Governor's Transportation Cost Share Program* (**Program**); and

WHEREAS, the Entity applied to the Commission for participation in the Program; and

WHEREAS, on January 4, 2023, the Commission approved the Entity's application to the Program for a proposed road and bridge improvement project (**Project**) off the State Highway System subject to the terms and conditions of this Agreement; and

WHEREAS, the Commission will administer these Program funds to the Entity with the understanding that such funds will be used for the purpose of funding the Entity's proposed Project, as further described within TAFP HB 3004 2022 and within this Agreement.

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

(1) PROGRAM PURPOSE AND AMOUNT OF PROGRAM:

(A) The Program purpose is to provide financial assistance to public and private entities for public road and bridge projects satisfying a transportation need, provided that these funds shall not supplant, and shall only supplement, the current planned allocation of road and bridge expenditures under the most recently adopted State Transportation and Improvement Plan (**STIP**), including all amendments thereto, as of the date of passage of TAFP HB 3004 2022 by the GA.

(B) The total amount of this Program, as provided within Section 4.445

of TAFP HB 3004 2022, is Seventy-Five Million dollars ($75,000,000). These Program funds are subject to appropriations made by the GA and gubernatorial release of such funds appropriated to the Commission. The Commission will administer funds from the Program in an amount not to exceed Seventy-Five Million dollars ($75,000,000); however, in the event state funds appropriated within Section 4.445 of TAFP HB 3004 2022 are reduced so that the Commission is incapable of completely satisfying its obligations to the Entity, the Commission may recompute and reduce this Program and the amount of this Agreement.

(C) The designation of this Program does not create a lump sum quantity contract, but rather only represents the amount of funding available for reimbursement of eligible Program expenses. In no event will the Commission reimburse the Entity for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all Project expenses to ensure that they are eligible Program expenses.

(D) These Program funds are for construction contract costs only. All other non-construction costs, including but not limited to preliminary engineering, environmental services, right-of-way services and acquisitions, utilities, construction inspection, etc. are ineligible for funds from Section 4.445 of TAFP HB 3004 2022. The Entity shall be solely responsible for all ineligible costs.

(2) PROGRAM TIME PERIOD: This Agreement provides Program funding for expenditures during State Fiscal Year (**SFY**) 2023 (July 1, 2022 - June 30, 2023). In the event the funds are re-appropriated by the GA into another SFY, the Program time period will automatically be adjusted to reflect the new SFY.

(3) REQUEST FOR RE-APPROPRIATION OF FUNDS AND EXTENSION OF TIME FOR COMPLETION OF PROJECT: It is anticipated the Seventy-Five Million dollars ($75,000,000) provided within Section 4.445 of TAFP HB 3004 2022 will not be fully expended by June 30, 2023, the end of SFY 2023. Therefore, the Commission will request for the re-appropriation of Program funds and extension of time for completion of the Project. If the re-appropriation is not approved by the GA, the Entity has the discretion to complete the construction of the Project at the Entity's expense and at no cost or expense whatsoever to the Commission.

(4) PURPOSE: The purpose of this Agreement is to coordinate participation by the Commission in the cost of the Entity's proposed Project in accordance with Section 4.445 of TAFP HB 3004 2022.

(5) LOCATION AND JOB NUMBER: The proposed Project that is the subject of this Agreement is identified as MoDOT job number SNS0014 and Entity job number/name Zora Street Widening. The Project is contemplated at the following location:

Along Zora Street between Range Line Road and Missouri Highway 249. Length of improvement is approximately 2 miles.

The general location of the Project is shown on the attachment marked as "**Exhibit A**" and is incorporated herein by reference.

(6) SCOPE OF WORK: The Entity shall undertake and complete the proposed Project described in the Entity's Scope of Work Statement, which is attached and marked as "**Exhibit B**" and is incorporated herein by reference. The Project will be defined by the Entity's Scope of Work Statement. Any proposed changes to the Entity's Scope of Work, during design or construction of the Project, must be submitted in writing for Commission review and approval before the changes will be considered eligible for participation in the Program.

(7) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(8) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(9) ENTITY REPRESENTATIVE: The Entity's Director of Public Works is designated as the Entity's representative for the purpose of administering the provisions of this Agreement. The Entity's representative may designate by written notice other persons having the authority to act on behalf of the Entity in furtherance of the performance of this Agreement.

(10) PROJECT RESPONSIBILITIES: With regard to Project responsibilities under this agreement, the parties agree as follows:

(A) The Entity shall be responsible for design of the Project and shall prepare detailed right-of way and construction plans and specifications. The Entity shall provide the Commission with final construction Plans, Specifications and Estimate (PS&E) prior to bidding the Project.

(B) The Entity shall acquire right-of-way as needed for the Project in accordance with Commission requirements for Local Public Agency projects.

(C) The Entity shall be responsible for letting the road and bridge improvement Project, which includes advertising the Project for bids and awarding the construction contract. The Entity shall award the contract to the lowest, responsive, responsible bidder. The Commission will review all contractors' bids and concur with the

selection of the apparent successful low bidder prior to the Entity awarding the construction contract.

(D) The Entity shall be responsible for construction of the Project which includes administration of the construction contract.

(E) The Entity shall be responsible for inspection of the Project work and is subject to the Commission's oversight, approval, and acceptance.

(11) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The Program funds are only eligible to be used for construction contract costs on the Entity's proposed Project in accordance with Section 4.445 of TAFP HB 3004 2022. All other Project costs are ineligible for Program funds and shall be the responsibility of the Entity. The estimated construction contract cost for the Entity's proposed Project is nine million dollars ($9,000,000).

(B) The Commission will reimburse forty-four and forty-four hundreths percent (44.44%) of the construction contract costs not to exceed four million dollars ($4,000,000).

(C) The Entity shall be one hundred percent (100%) responsible for the balance of the construction contract costs in excess of nine million dollars ($9,000,000).

(D) The Commission and Entity will share any construction contract cost savings based on pro rata share between the parties.

(E) The estimated Construction Contract Cost, Project Responsibilities and Financial Responsibilities are shown in "**Exhibit C**", which is attached hereto and incorporated herein by reference.

(12) REIMBURSEMENT FOR ELIGIBLE EXPENSES: The Commission will reimburse the Entity as discussed in section (11) for Project expenses based on eligible construction contract costs.

(A) The Entity may request reimbursement for eligible costs incurred at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be submitted to the Missouri Department of Transportation (**MoDOT**) monthly and shall be supported with invoices and documentation that its providers were paid in full for the work performed.

(B) It is understood and agreed by and between the parties that the Commission shall make no reimbursement payment which could cause the aggregate of all payments under this Agreement to exceed four million dollars ($4,000,000) as

approved by the Commission.

(C) The request for reimbursement must include a construction progress summary that includes an estimated percent complete, list of major items of work completed during the pay period and status of schedule.

(D) Within ninety (90) days of final inspection of the Project funded under this Program, the Entity shall provide to the Commission a final payment request and all financial performance and other reports as required by this Agreement.

(E) If the Commission determines that the Entity was overpaid, the Entity shall remit the amount of overpayment to the Commission.

(F) The Entity must submit reimbursement requests by May 31st of the Program Time Period to ensure reimbursement by the end of the SFY.

(13) EXPENDITURE OF PROGRAM FUNDS: All funds not expended by the Entity at the end of the Program Time Period within this Agreement may be redistributed to another applicant at the discretion of the Commission.

(14) WITHDRAWAL OF PROGRAM OFFER: The Commission reserves the right to amend or withdraw this Program offer at any time prior to acceptance by the Entity.

(15) MAINTENANCE: Upon completion of construction of this Project, the Entity shall accept maintenance and control of the improved Zora Street at no cost or expense whatsoever to the Commission. All obligations of the Commission under this Agreement shall cease upon completion of the Project.

(16) ACQUISITION OF RIGHT OF WAY: The Entity shall acquire any additional necessary right of way required for the Project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(17) DESIGN AND CONSTRUCTION SPECIFICATIONS: The Entity agrees that all design and construction work for the proposed Project will be in accordance with policies, procedures, design criteria, design standards, and construction specifications adopted by the Entity for Entity's streets. In absence of such Entity adopted requirements, the Entity shall use Commission requirements for Local Public Agency projects. Any work on the State Highway System shall be in accordance with current Commission policies, procedures, design criteria, and the Missouri Standard Specifications for Highway Construction.

(18) PERMITS: The Entity shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction

and maintenance of the Project.

(19) TRAFFIC CONTROL: The plans shall provide for temporary and permanent traffic control using signs, signals, and markings in accordance with the Manual of Uniform Traffic Control Devices (**MUTCD**).

(20) SOLICITATION FOR BIDS AND CONTRACT AWARD: The Entity shall solicit bids for the Project in accordance with plans developed by the Entity. The Entity shall review all contractor bids received and award the contract to the lowest, responsive, responsible bidder. Prior to awarding the contract, the Entity shall submit the bids to the Commission for review and concurrence. The Entity shall not make any award for the Project without prior written consent of the Commission.

(21) NOTICE TO PROCEED: After award of the construction contract, the Entity shall provide the Commission with copies of the executed construction contract between the Entity and the contractor, the performance and payment bonds, and any other documentation as required by this Agreement. Upon receipt of all necessary documents, the Commission will authorize the Entity to issue a notice to proceed with construction.

(22) CONSTRUCTION PROGRESS AND INSPECTION: The Entity shall provide and maintain adequate, competent, and qualified engineering supervision and construction inspection at the Project site during all stages of the work to ensure that the completed work conforms with the Project plans and specifications. The inspection staff shall utilize construction progress and inspection reports to sufficiently document the work and to document proper payments for competed work. Project oversight by other personnel does not relieve the Entity of this responsibility.

(23) PROMPT PAYMENT: The Commission and the Entity will require all contractors to pay all subcontractors and suppliers for satisfactory performance of services in compliance with section 34.057 RSMo, Missouri's prompt payment statute. Pursuant to section 34.057 RSMo, the Commission and the Entity will also require the prompt return of all retainage held on all subcontractors after the subcontractors' work is satisfactorily completed, as determined by the Entity and the Commission.

(24) AUDIT OF RECORDS: The Entity shall maintain all records relating to this Agreement, including but not limited to bidding documents, construction contracts, construction inspection reports, invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(25) NONDISCRIMINATION CLAUSE: The Entity shall comply with all state and federal statutes applicable to the Entity relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000*d* and 2000e, *et seq*.); and with any provision of the

"Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq*.).

(26) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(27) PROJECT SCHEDULE: The Project schedule is shown on the attachment marked as "**Exhibit D**" and is incorporated herein by reference. Any lack of progress which significantly endangers substantial performance of the Project within the specified time shall be deemed a material breach of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Entity in writing once such a determination is made.

(28) PROJECT ACCEPTANCE AND CERTIFICATION: The Entity shall certify in writing that the Project was completed in accordance with all applicable state and federal laws and applicable construction requirements were met. The certification form is shown on the attachment marked as "**Exhibit E**" and is incorporated herein by reference. This certification will be submitted during the final closeout phase of the Project. The Commission will withhold final payment until certification is received.

(29) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(30) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(31) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(32) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(33) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(34) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(35) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation
Attn: Stacy Reese
District Engineer
3025 E. Kearney
Springfield, MO 65803
Email: stacy.reese@modot.mo.gov

Entity to: Dan Johnson
Director Public Works, City of Joplin
602 S. Main Street
Joplin, MO 64801
Email: djohnso1@joplinmo.org

or to such other place as the parties may designate in accordance with this Agreement.

(36) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(37) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(38) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Entity at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(39) CONFIDENTIALITY: The Entity shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Entity shall notify the Commission immediately of any request for such information.

(40) NONSOLICITATION: The Entity warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Entity, 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, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(41) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(42) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(43) INSURANCE: The Entity or the Commission will require any contractor procured to work on or under this Agreement:

(A) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(B) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The Entity shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(44) NOTIFICATION OF CHANGE: The Entity shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

(45) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(46) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Entity, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Entity responsible for damages.

(47) ENTITY RIGHT-OF-WAY: All Project improvements made within Entity-owned right-of-way shall become the Entity's property, and all future alterations, modifications, or maintenance therof, will be the responsibility of the Entity. The Entity further agrees that the right of way provided for any improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(48) STATE WAGE LAWS: The Entity's contractor and its subcontractors shall pay the prevailing hourly rate of wages for each craft or type of worker required to execute this Project work as determined by the Department of Labor and Industrial Relations of Missouri, and they shall further comply in every respect with the minimum wage laws of Missouri. The Entity shall take those acts which may be required to fully inform itself of the terms of, and to comply with, any applicable state wage laws.

[The Remainder of This Page Is Intentionally Left Blank.]

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

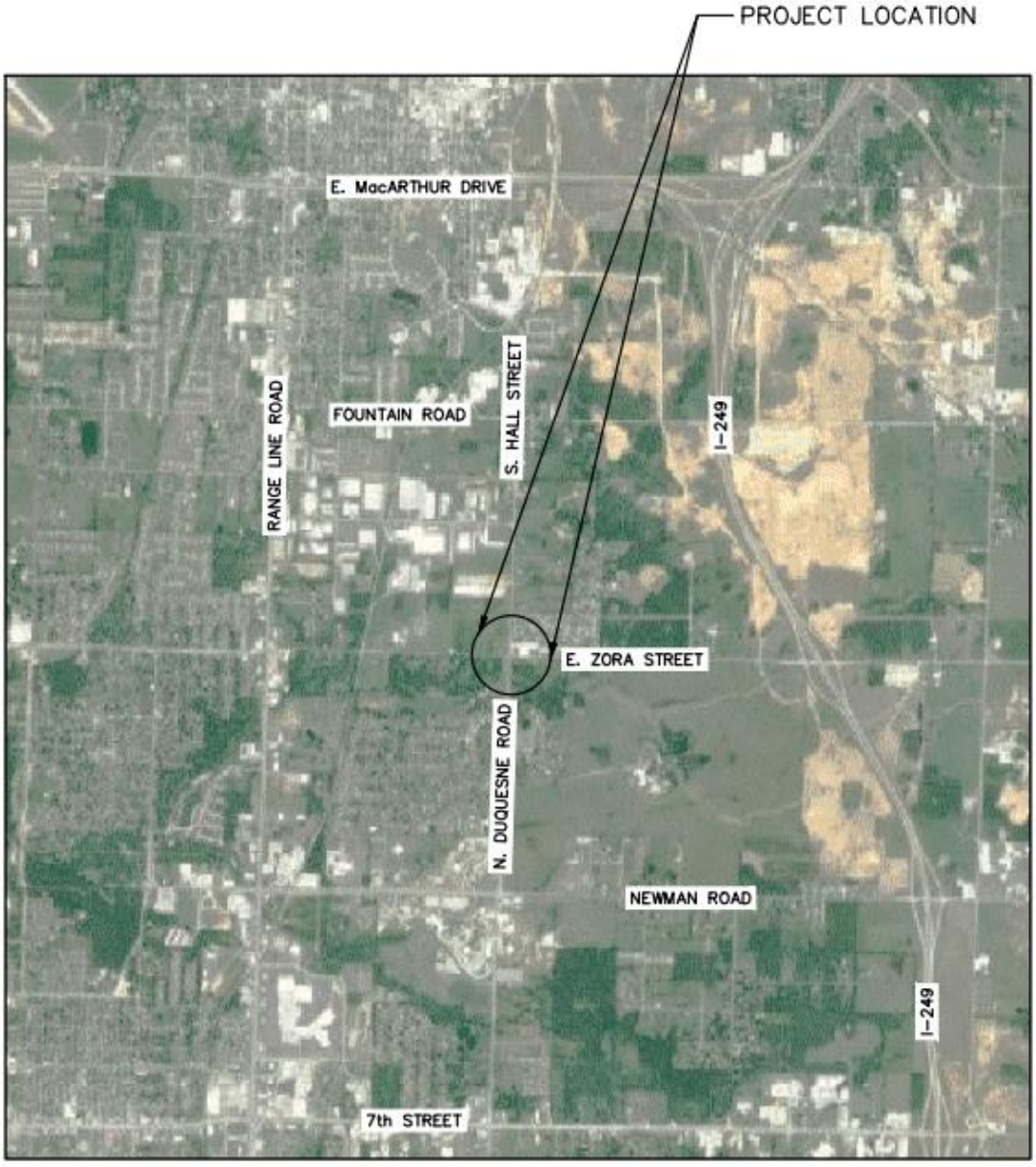
Executed by the Entity on _____(DATE).

Executed by the Commission on _____ (DATE).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF JOPLIN
_____	By_____
Title _____	Title_____
Attest:	Attest:
_____	By_____
Secretary to the Commission	
	Title_____
Approved as to Form:	Ordinance No. _____
_____	
Commission Counsel	

EXHIBIT A

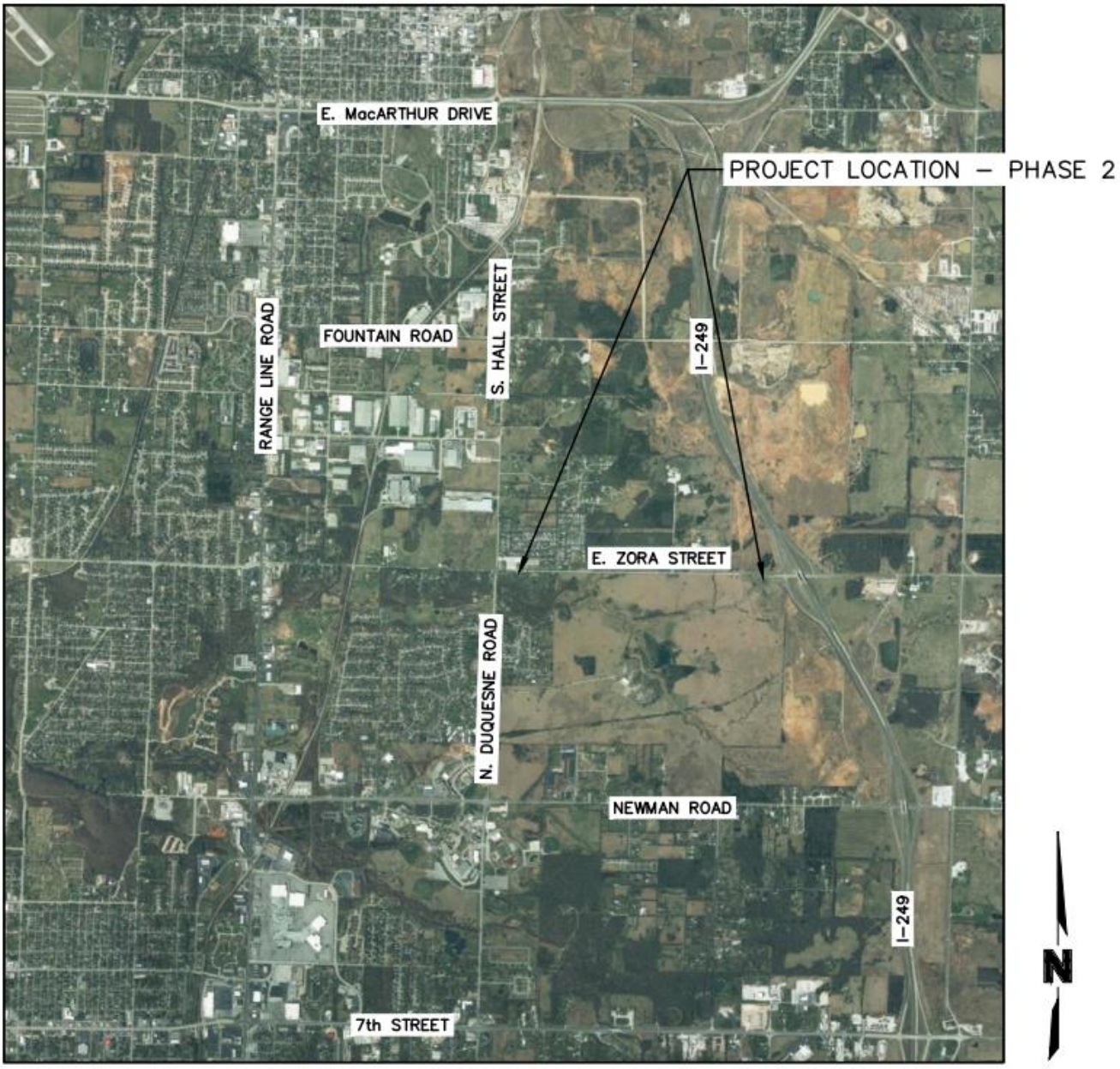
LOCATION



LOCATION MAP

NOT TO SCALE

EXHIBIT A (cont.)



LOCATION MAP

NOT TO SCALE

EXHIBIT A (cont.)



LOCATION MAP

NOT TO SCALE

EXHIBIT B

SCOPE OF WORK

- Widen Zora Street from Range Line Road to Duquesne Road to 2-13’ lanes with curb and gutter
- Replace open ditches with an enclosed system
- Widen Zora Street from Duquesne Road to Missouri Highway 249 to 2-12’ lanes with 10’ shoulders
- Roundabout at intersection of Zora Street and Duquesne Road

EXHIBIT C

FINANCIAL SUMMARY

Project Name: Zora Street Widening

Project Number: SNS0014

Description: Widening Zora Street from Range Line Road (Loop 49) to Duquesne Road with a roudabout installed at intersection of Zora Street and Duquesne Road.

Total Construction Contract Cost Estimate: $9,000,000

Local Entity: City of Joplin

	Current Estimate
Construction	$9,000,000

Project Responsibilities:

Preliminary Engineering/Design	City of Joplin
Right of Way Acquisition	City of Joplin
Bid Letting and Construction	City of Joplin
Utilities	City of Joplin
Construction Engineering/Inspection	City of Joplin

Financial Responsibilities for Cost Share Eligible:

Governor's Cost Share Funds	$4,000,000	Total Program Share
Governor's Cost Share Economic Development Funds	$0	$4,000,000
Entity	$5,000,000	Total Entity Share
		$5,000,000
Total:	$9,000,000	

How are overruns and underruns handled?

Overruns will be the responsibility of the Entity. Underruns will be based on a pro rata share.

EXHIBIT D

PROJECT SCHEDULE

- Award Date: June 2023

EXHIBIT E



Missouri Department of Transportation

Certification for Acceptance

Governor's Transportation Cost Share Program

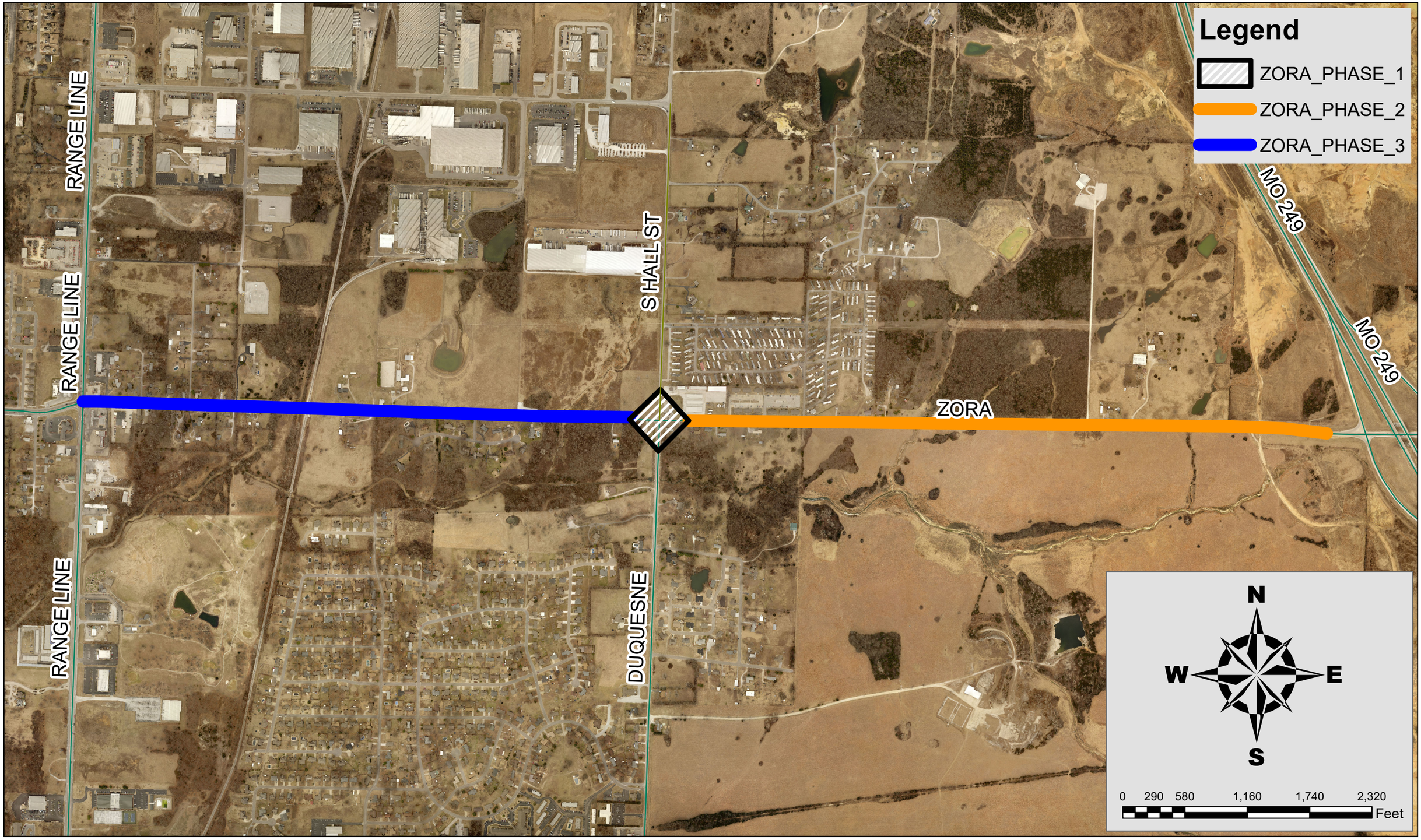
Funding Recipient:					
Address					
City		State		Zip	
Project Identification Number:					
County		Route		Completion Date	
Project Location					
Type of Improvement					

I hereby certify the Governor's Cost share project identified above has been completed in accordance with all state and federal laws and the following requirements have been met:

1. Project field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications.
2. The project was constructed substantially in conformity with the plans and specifications.
3. A copy of the Final Invoice and a Final List of Pay Quantities have been submitted to MoDOT.
4. The Funding Recipient has received certification from the Contractor that all lawful claims in connection with the project have been paid and discharged.
5. For projects exceeding $75,000, all Missouri Prevailing Wage laws were followed and enforced (for a checklist, see Form PW-5 at https://labor.mo.gov/).

Signed by an Authorized Representative of the Funding Recipient:	_____ Signature _____(Date)

ZORA WIDENING



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2023-129 Construction Agreement for the Baker's Branch East Wastewater Extension project; and containing an emergency clause.

MEETING DATE
June 20th, 2023

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB 2023-129 Ordinance; Bid Summary; Agreement; 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 Construction Agreement with Rosetta Construction, Inc., for the Baker's Branch East Wastewater Extension project in the amount of Three Million One Hundred Seventy-Eight Thousand Two Hundred and Twenty-Two and 50/100 Dollars ($3,178,222.50)

BACKGROUND
In the 1990s, the City of Joplin assisted financially with the Missouri Department of Transportation (MoDOT) in the construction of the Highway 249 ("the Rangeline Bypass") as a means of growing the City of Joplin. In recent years, City staff have received inquiries about sewer service from various developers interested in improving properties along the Highway 249 corridor. However, development along the corridor was never cost-effective due to the lack of utility infrastructure. This project assists in facilitating development along the Highway 249 corridor.

This project will extend sanitary sewer service from the east side of Duquesne Road (just south of Zora Ave.) to the highway interchanges at Zora and Newman Road. See the attached exhibit map for reference. Design for the project was done by Allgeier, Martin and Associates. The project was advertised on March 24, 2023, and bids were opened on April 20, 2023, in accordance with the City of Joplin's procurement policies. Bids were received from 3 contractors; see the attached Bid Summary for reference. Rosetta Construction, Inc. was confirmed as the lowest local bidder when utilizing the City of Joplin's Local Preference Procurement Policy; The bid was below the Engineers estimate. Public Works intends to provide construction administration and inspection.

FUNDING SOURCE
Sanitary Sewer Fund

RECOMMENDATION
Staff recommends approval of this Council Bill on an emergency basis, being an ordinance for

infrastructure improvements, and to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, the agreement needs to be approved as quickly as possible due to material price volatility.

COUNCIL BILL NO. 2023-129 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Three Million One Hundred Seventy-Eight Thousand Two Hundred and Twenty-Two and 50/100 Dollars ($3,178,222.50) for the Baker's Branch East Wastewater Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Rosetta Construction, Inc., in the amount of Three Million One Hundred Seventy-Eight Thousand Two Hundred and Twenty-Two and 50/100 Dollars ($3,178,222.50) for the Baker's Branch East Wastewater Extension project, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance, dealing with a public improvement, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, the agreement needs to be approved as quickly as possible due to material price volatility.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL 2023-129

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

BID SUMMARY

PROJECT: Bakers Branch East Wastewater Extension

DATE OF BID OPENING: April 20th, 2023 @ 10:00 am

CONTRACTOR	BASE BID	ALTERNATE BID	TOTAL BID
Infrastructure Solutions	3,167,080.00	481,528.00	3,648,608.00
Rosetta Construction	3,178,222.50	475,506.50	3,653,729.00
Asbell Exc. & Trucking	5,751,367.48	442,171.80	6,193,539.28
Engineering Estimate	3,400,000.00		

AGREEMENT
BETWEEN
CITY OF JOPLIN AND ROSETTA CONSTRUCTION, LLC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MISSOURI 64801		Name: Rosetta Construction, LLC. Address: P.O Box 14024 SPRINGFIELD, MISSOURI 65814	
Attention: Mr. Chris Parker- Civil Engineer II		Attention: Mr. Victor Rosetta	
Department: Public Works- Engineering		Phone: 417.886.2094	Fax:
Phone: 417-624-0820	Fax:		

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:

Bakers Branch East Wastewater Extension

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 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

As of January 1, 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 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Three Million One Hundred Seventy-Eight Thousand Two Hundred and Twenty-Two and 50/100 Dollars ($3,178,222.50) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 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 Three Million One Hundred Seventy-Eight Thousand Two Hundred and Twenty-Two and 50/100 Dollars ($3,178,222.50), 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. Contractor shall utilize local subcontractors for sixty percent of the value of the total work performed under this Contract as set forth in the bid. In the event that Contractor does not meet this local preference requirement, it shall be liable for damages to the City in the amount of five percent of the total sum contract amount.

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, counterclaims, 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.
Director of Public Works

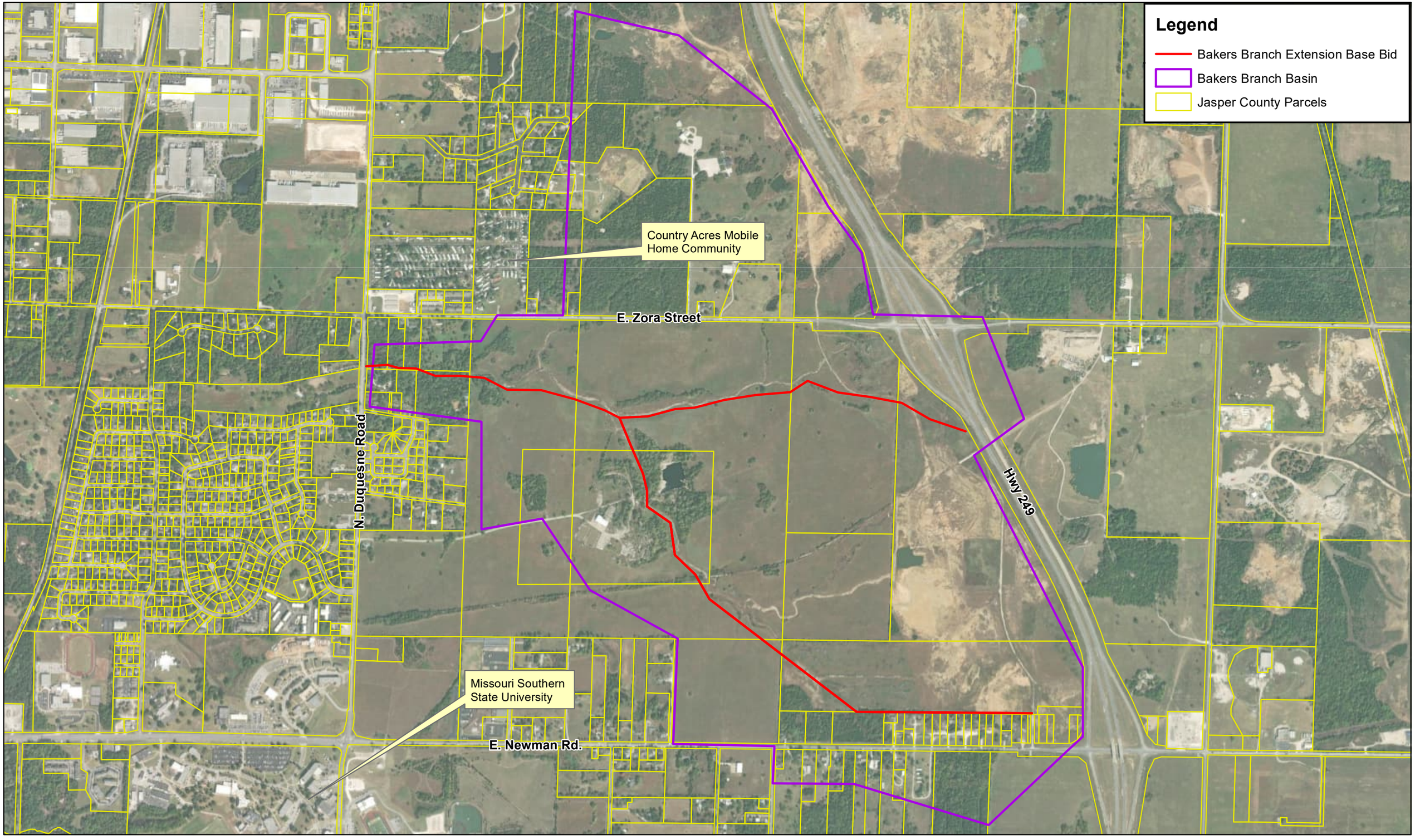


Exhibit Map 1
Bakers Branch Extension
June, 2023

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-512 – Approving a budget amendment for FY 2023

MEETING DATE
June 20, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-512 Ordinance; Schedule "A" Budget Amendment

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

SUMMARY
This Council Bill amends the adopted 2022-2023 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is an explanation for the items in Schedule A:

- Amending various departments for Proposition Action approved expenditures.
- Amending the elections division for election costs.
- Amending various funds for insurance claims, reimbursed through the liability insurance fund.
- Amending the Fire Department for federal grants awarded.
- Amending the Police Department for drug forfeiture expenditures.
- Amending various departments for fuel charges due to fuel software system conversion at year-end.
- Amending the Solid Waste Fund for a grinding contract.
- Amending the Solid Waste Fund for the actual costs of the leaf pickup program.
- Amending the Liability Insurance Fund for an increase in premiums.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenue in the amount of $249,515.00 and expenditures by $1,178,830.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2023-512 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2022-161 on October 17, 2022, which estimated revenues and appropriated funds for the fiscal year 2022-2023; and,

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2022-2023 budgeted appropriations as adopted by Ordinance 2022-161 be amended by increasing revenues by the total amount of Two Hundred Forty-Nine Thousand Five Hundred Fifteen Dollars and No Cents ($249,515.00) and by increasing appropriations by the total amount of One Million One Hundred Seventy-Eight Thousand Eight Hundred Thirty Dollars and No Cents ($1,178,830.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
20-Jun-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$		
	Charges & Assessments	001-0000-440-0913	Administrative Fees-TIF		40,000	
	Other Income	001-0000-450-0604	Insurance Settlement		26,446	
	Federal Grant	001-0000-470-0904	Fire Grant		60,000	
	City Manager	001-0501-500-7005	Printing Services			2,000
	City Clerk	001-0803-500-5055	Contractor Fees			15,386
	Finance	001-2003-500-3205	Postage			7,000
	Finance-TIF Reimbursable	001-2015-500-5015	Legal Fees			40,000
	Information Technology	001-2501-500-5265	Maintenance Contracts			3,110
	City Facility Maintenance	001-4502-520-4125	General Equipment Repairs			9,532
	City Facility Maintenance	001-4502-520-8220	Operating Equipment			20,000
	Police Administration (DF)	001-5501-510-2050	Operational Supplies			10,000
	Police Patrol (DF)	001-5502-510-5265	Maintenance Contracts			11,500
	Police Patrol (DF)	001-5502-510-8220	Operating Equipment			25,084
	Police Investigations	001-5503-510-2110	Computer Software			1,400
	Police Investigations	001-5503-510-7081	Cyber Crimes Program			5,000
	Police Professional Stds	001-5504-510-2765	Firing Range Operational Supplies			5,000
	Police Professional Stds	001-5504-510-3115	Fuel, Oil & Diesel			5,000
	Police Professional Stds	001-5504-510-4210	Central Garage Repairs			4,000
	Police Jail Services (DF)	001-5507-510-2050	Operational Supplies			29,245
	Police Special Services	001-5508-510-7010	Copy Services			600
	Fire Administration	001-6001-510-3115	Fuel, Oil & Diesel			7,000
	Fire Operations	001-6002-510-2010	Wearing Apparel			5,000
	Fire Operations	001-6002-510-2050	Operational Supplies			6,000
	Fire Operations	001-6002-510-3125	Pest Control			4,500
	Fire Operations	001-6002-510-4205	Vehicle Repairs			60,000
	Fire Federal Grants	001-6090-510-8230	Emergency Operating Equipment			60,000
	Emergency Management	001-7001-510-3115	Fuel, Oil & Diesel			500
	Total General Fund			$	126,446	336,857
101	Public Safety Sales Tax					
	Police	101-5575-510-3115	Fuel, Oil & Diesel			50,000
	Training Center	101-6275-510-4105	Property Repairs & Maint			5,000
	Training Center	101-6275-510-6115	Educational Materials			10,000
	Total Public Safety Sales Tax Fund			$	-	65,000
105	CVB Fund					
	Other Income	105-0000-450-0604	Insurance Settlement	$	6,015	
	CVB Administration	105-4001-560-3115	Fuel, Oil & Diesel			1,000
	CVB Special Projects	105-4080-560-4105	Property Repairs & Maint			6,015
	CVB Special Projects	105-4080-560-4210	Central Garage Repairs			1,000
	Total CVB Fund			$	6,015	8,015
115	Parks Fund					
	Other Income	115-0000-450-0604	Insurance Settlement	$	46,919	-
	Parks Museum Operations	115-6514-560-2050	Operational Supplies			2,000
	Parks Museum Operations	115-6514-560-2120	General Office Supplies			250

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
20-Jun-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	Parks Museum Operations	115-6514-560-4105	Property Repairs & Maintenance			1,500
	Parks Museum Operations	115-6514-560-5265	Maintenance Contracts			1,800
	Parks Museum Operations	115-6514-560-7205	Resale Inventory			4,000
	Parks Athletic Complex	115-6516-560-4105	Property Repairs & Maintenance			18,097
	Parks Stadium Maintenance	115-6530-560-4105	Property Repairs & Maintenance			16,822
	Parks Grounds Maintenance	115-6532-560-2405	Hand Tools			1,000
	Parks Grounds Maintenance	115-6532-560-2605	Chemical & Lab Supplies			1,000
	Parks Grounds Maintenance	115-6532-560-4105	Property Repairs & Maintenance			18,000
	Parks Grounds Maintenance	115-6532-560-8010	Building Improvements			7,336
	Total Parks Fund			$	46,919	71,805
120	Solid Waste Management Fund					
	Planning Administration	120-4510-540-5010	Consulting Fees			15,000
	Planning Administration	120-4510-540-2815	Special Events & Programs			52,200
	Special Programs	120-4511-540-3115	Fuel, Oil & Diesel			2,000
	Special Programs	120-4511-540-7410	Leaf Pickup Program			30,000
	Total Solid Waste Management Fund			$	-	99,200
130	Parks & Stormwater Sales Tax Fund					
	Parks-Prop Action	130-6522-560-2010	Wearing Apparel			3,000
	Parks-Prop Action	130-6522-560-8210	Motor Vehicles			16,000
	Parks-Prop Action	130-6522-560-8315	Computer Equipment			8,000
	Total Parks & Stormwater Sales Tax Fund			$	-	27,000
140	TST Fund					
	Other Income	140-0000-450-0604	Insurance Settlement		70,135	-
	Streets-Prop Action	140-4522-530-8631	Beautification Projects			30,000
	Traffic Control	140-4530-530-3115	Fuel, Oil & Diesel			2,000
	Traffic Control	140-4530-530-4105	Property Repairs & Maint			1,000
	Traffic Signal Maintenance	140-4531-530-2515	Traffic Signal Supplies			70,135
	Paratransit System	140-5002-530-4210	Central Garage			5,000
	Paratransit System	140-5002-530-5265	Maintenance Contracts			2,200
	Total TST Fund			$	70,135	110,335
145	Capital Improvement Sales Tax Fund					
	Capital Impr-Prop Action	145-4565-520-8631	Beautification Projects			30,000
	Total Capital Improvement Sales Tax Fund			$	-	30,000
410	Golf Course Fund					
	Golf Administration	410-6520-560-4105	Property Repairs & Maintenance	$		500
	Golf Administration	410-6520-560-7205	Resale Inventory			8,500
	Grounds Maintenance	410-6521-560-2605	Chemical & Lab Supplies			2,000
	Total Golf Course Fund			$	-	11,000
415	Sanitary Sewer Fund					
	Billing & Collection	415-2002-540-5265	Maintenance Contracts	$		2,000

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2022-2023 ADOPTED BUDGET
20-Jun-23

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
	2021 Bond Issue	415-2021-500-7315	DNR Fee			2,500
	Sewer Treatment	415-4541-540-2835	Equipment Rental			20,000
	Total Sanitary Sewer Fund			$	-	24,500
505	Central Garage Fund					
	Central Garage	505-7870-500-2825	Safety Equipment	$		1,000
	Central Garage	505-7870-500-4210	Central Garage Repairs			3,000
	Central Garage	505-7870-500-8015	Facility Improvements			35,200
	Central Garage	505-7870-500-8220	Operating Equipment			2,303
	Total Central Garage Fund			$	-	41,503
512	Workers Compensation Fund					
	Workers Compensation	512-7503-500-7140	Insurance Premiums			11,000
	Total Workers Compensation Fund			$	-	11,000
515	General Liability Insurance Fund					
	Liability Insurance	515-7501-500-5305	Judgments and Claims	$		152,515
	Liability Insurance	515-7501-500-7140	Insurance Premiums			180,100
	Total General Liability Insurance Fund			$	-	332,615
520	Emergency Communications Fund					
	Dispatch Services	520-8502-510-3015	Telephone Charges	$		10,000
	Total Emergency Communications Fund			$	-	10,000
	Grand Total			$	249,515	1,178,830

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-009 – authorizing the City of Joplin to enter into a Right of Access and Construction Agreement (Memorandum of Understanding), for the purpose of building a park and playground for children ("HOPE PARK") on/at the Joe Becker Stadium Clubhouse Lot and establishing responsibilities of the parties.

MEETING DATE
June 20, 2023

ORIGINATING DEPARTMENT
Parks & Recreation – Paul Bloomberg

ATTACHMENTS
Council Bill No. 2023-009; Exhibit "A" – Right of Access And Construction Agreement (MOU); Exhibit "B" – Map of property; Exhibit "C" – Hope Park architectural design.

REVIEWED BY
Parks Director Paul Bloomberg; City Attorney Peter Edwards; Finance Director Leslie Haase; Assistant City Manager, Tony Robyn; City Manager Nicholas Edwards.

SUMMARY
This Council Bill approves an MOU between the City of Joplin and the East Town Dreams District for the purpose of building a park and playground for area children on the Joe Becker Stadium Clubhouse Lot.

BACKGROUND
On September 4, 2018, the East Town Dreams District presented the proposed partnership of "Hope Park" to City Council expressing an interest in building a park and playground for area children. The City of Joplin would own and maintain the property, with the East Town Dreams District raising funds to design and construct a park with several amenities that area children would be able to enjoy. City Council approved the East Town Dreams District to continue with designing and come back at a later date with a donation request. During this time, with the COVID pandemic affecting our area, the East Town Dreams District continued with the design, while discussing amenity details with the Joplin Parks and Recreation Department.

In the Spring of 2023, the East Town Dreams District and City of Joplin staff met to discuss design and develop a Memorandum of Understanding to enter into a Right of Access and Construction Agreement.

FUNDING SOURCE
Not applicable to this item.

RECOMMENDATION
Staff recommends this Council Bill be placed on First Reading.

PB/PCE:ab

RIGHT OF ACCESS AND CONSTRUCTION AGREEMENT

This Right of Access and Construction Agreement ("Agreement") entered into by and between City of Joplin, Missouri, a constitutional charter city organized under the laws and statutes of the State of Missouri ("City" or "Property Owner" or "Grantor") and East Town Dreams District ("Grantee"), on this _____ day of _____ , 2023.

WHEREAS, the City of Joplin owns the following real estate in Joplin, Jasper County, Missouri:

Joe Becker Stadium Clubhouse North Lot (the "real estate")

WHEREAS, Grantee endeavors to build, "HOPE PARK", a park and playground for children in the area and would like to construct said improvements on the real estate;

WHEREAS, the City is permitting Grantee the right to construct said improvements on the real estate with the express understanding between the parties that the improvements will become the property of the City of Joplin upon completion of the work, subject to the terms, covenants and conditions outlined in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

1. The City of Joplin hereby authorizes Grantee and its contractors, subcontractors or assigns to enter upon the real estate, as specifically identified on the aerial map attached hereto and incorporated herein by reference as Exhibit A. City and Grantee will coordinate with each other to determine the precise location for the improvements and will mark the boundary lines with flags or other markers in order to designate the exact area for which this Agreement applies.

2. The City of Joplin grants Grantee the right to access the real estate for the purpose of constructing improvements that include playground equipment, a pavilion, and related improvements in accordance with the construction plans and illustrations attached hereto and incorporated herein by reference as Exhibit B.

3. Construction Plans. Grantee will submit building plans to the City for approval before construction begins. All construction shall be in accordance and compliance with the submitted plans. Any deviation from the plans must be approved in writing by the City. All finished construction shall be done in a good and workmanlike manner and completion of the construction shall be completed within one hundred eighty (180) days from the time work begins. All improvements, including all fixtures, shall become the property of the City Upon the completion of the construction of the improvements outlined in Exhibit B.

4. Permits and Licenses. Grantee shall obtain such state, county, and local, permits or licenses as are required for the construction of the improvements.

EXHIBIT "A"

5. Liens. If any mechanics, laborers, materialmen or any other lien shall at any time be filed against the leased premises as a result of Grantee's construction, Grantee shall, within thirty (30) days after such lien is made or filed, cause the same to be discharged of record by payment, order of a court of competent jurisdiction, or otherwise. Notice is hereby given that the City shall not be liable for any labor or materials furnished to Grantee and no mechanics' or other liens shall attach to or affect the reversionary or other estate or interest of City in and to the property leased herein.

6. Prevailing Wage Project. This is a prevailing wage project and prevailing wage shall be paid to all contractors and subcontractors as required by law.

7. Maintenance and Improvements. City shall provide some maintenance on the real estate, including trash removal and mowing and weed eating, and shall perform regular and routine maintenance at the property. City will also add new fence to create a boundary between Hope Park and Joe Becker Stadium Clubhouse. Grantee shall provide flower bed maintenance and assist with litter within park. Future improvements to Hope Park must be agreed mutually by both organizations.

8. Park Rules and Regulations. Grantee must follow the Park Rules and Regulations set forth in the City of Joplin Ordinances. These rules and regulations are the same for all parks that the City of Joplin maintains and operates.

9. Insurance. Grantee's contractor shall procure and maintain a Certificate of Insurance covering Worker's Compensation insurance from a responsible insurance company acceptable to City and said insurance shall provide for the payment of compensation in accordance with the laws of the State of Missouri for all employees of the Grantee, its agents and contractors, and further insuring City against any and all liability for personal injury or death of such employees. Grantee shall, during the entire term of this Agreement, keep in full force and effect policies of public liability and property damage insurance with respect to the construction of improvements by Grantee, its agents and contractors, and Grantee's use of the Property, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 for personal injury and $50,000.00 for damage to property. The policy shall name City, any person, firms or corporations designated by City, and Grantee as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to City and a copy of the policy, or a Certificate of Insurance shall be delivered to City.

10. Indemnification of City. Grantee 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 and costs 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 City, its agents or employees, or Grantee, 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 or any construction work done hereunder or business or activities performed or conducted by Grantee after construction is complete, except that Grantee shall have no obligation of indemnification to the city or any other person or entity for personal injury, property damage or death caused by the negligence or intentional acts of the city or its agents, employees and assigns. Neither shall Grantee have no obligation of indemnification to the city or any other person or entity for personal injury, property damage or death resulting from incidents which take place when the property is being used by the city or any other person or entity other than Grantee, unless Grantee contributed to the negligence.

11. Damage or Destruction of Leased Premises. The City will maintain insurance on the improvements and in the event that the property is destroyed or damaged so as to be unfit for ordinary use, by fire, storm, explosion, earthquake or other casualty, the City will proceed to restore the premises within a reasonable time.

12. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the Grantor as follows:

City of Joplin, Missouri
Nicholas Edwards, City Manager
602 S. Main Street
Joplin, Missouri 64801,

and to Grantee as follows:

_____
_____
_____

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

13. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this lease 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. This provision shall not apply to changes of address for forwarding of notice or rental payments.

14. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

15. Heirs, Successors and Assigns. Each and every obligation contained in this Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

16. Contingent of City Council Approval. This Agreement is contingent on approval from the Joplin City Council.

17. Assignment. This Agreement is not assignable by Grantee, without the express written consent of the City.

18. Term. The term of this agreement shall be for a period of ten (10) full fiscal years, as the City uses, specified above, following the completion of construction. This Agreement shall automatically and continually renew for successive five (5) year terms thereafter unless terminated by Grantee or Grantor upon written notice to the other party, no less than thirty (30) days prior to the start of a new term.

IN WITNESS WHEREOF, the parties have executed these presents as of the day and year first written above.

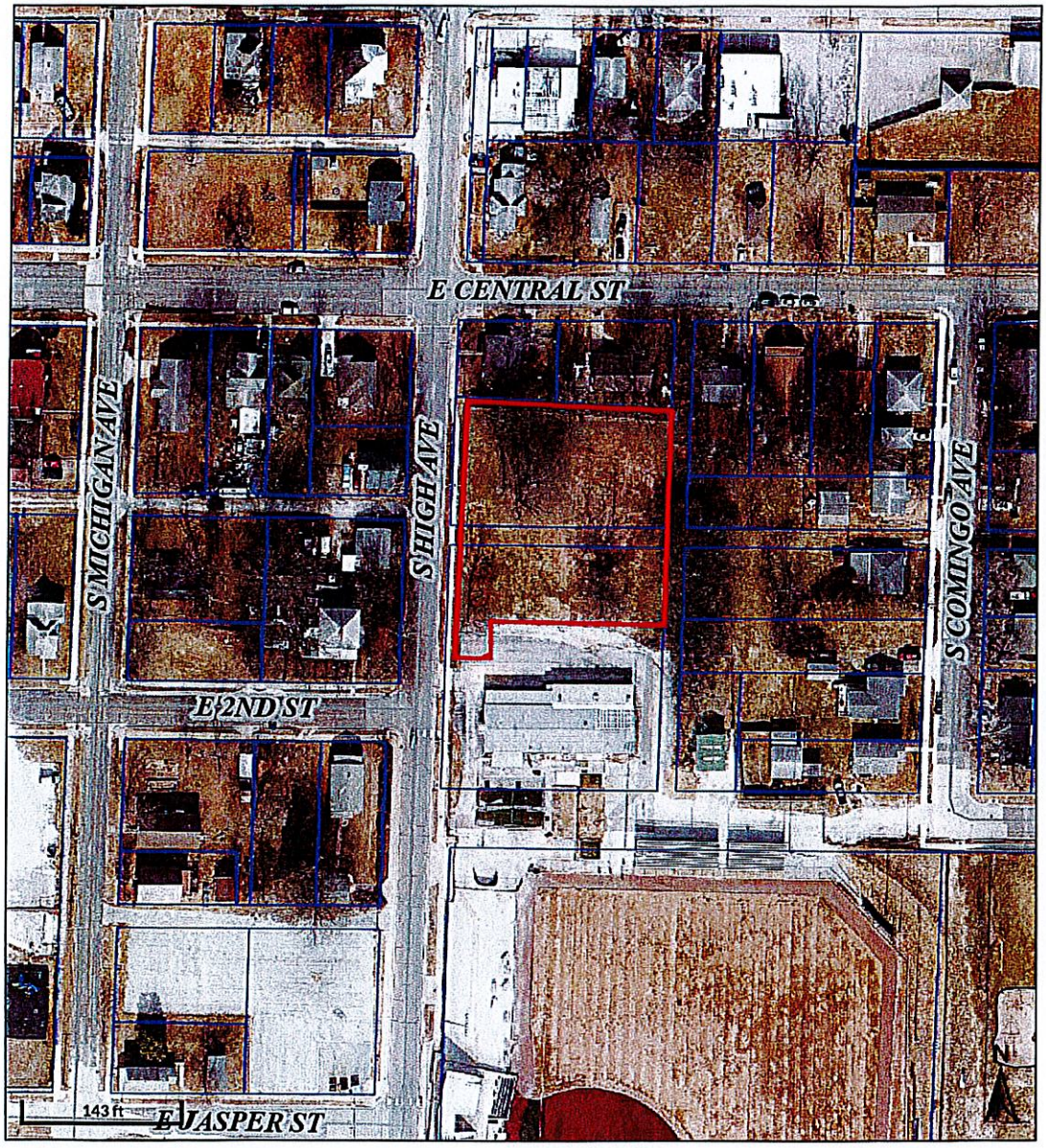
CITY OF JOPLIN

By: _____
Nicholas Edwards
City Manager

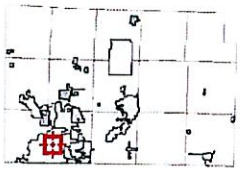
East Town Dreams District ("HOPE PARK")

_____
President

Beacon™ Jasper County, MO



Overview



Legend

- County Boundary
- Parcels
- Local Roads

Any split parcels recorded after the middle of May will not display until the next tax year.

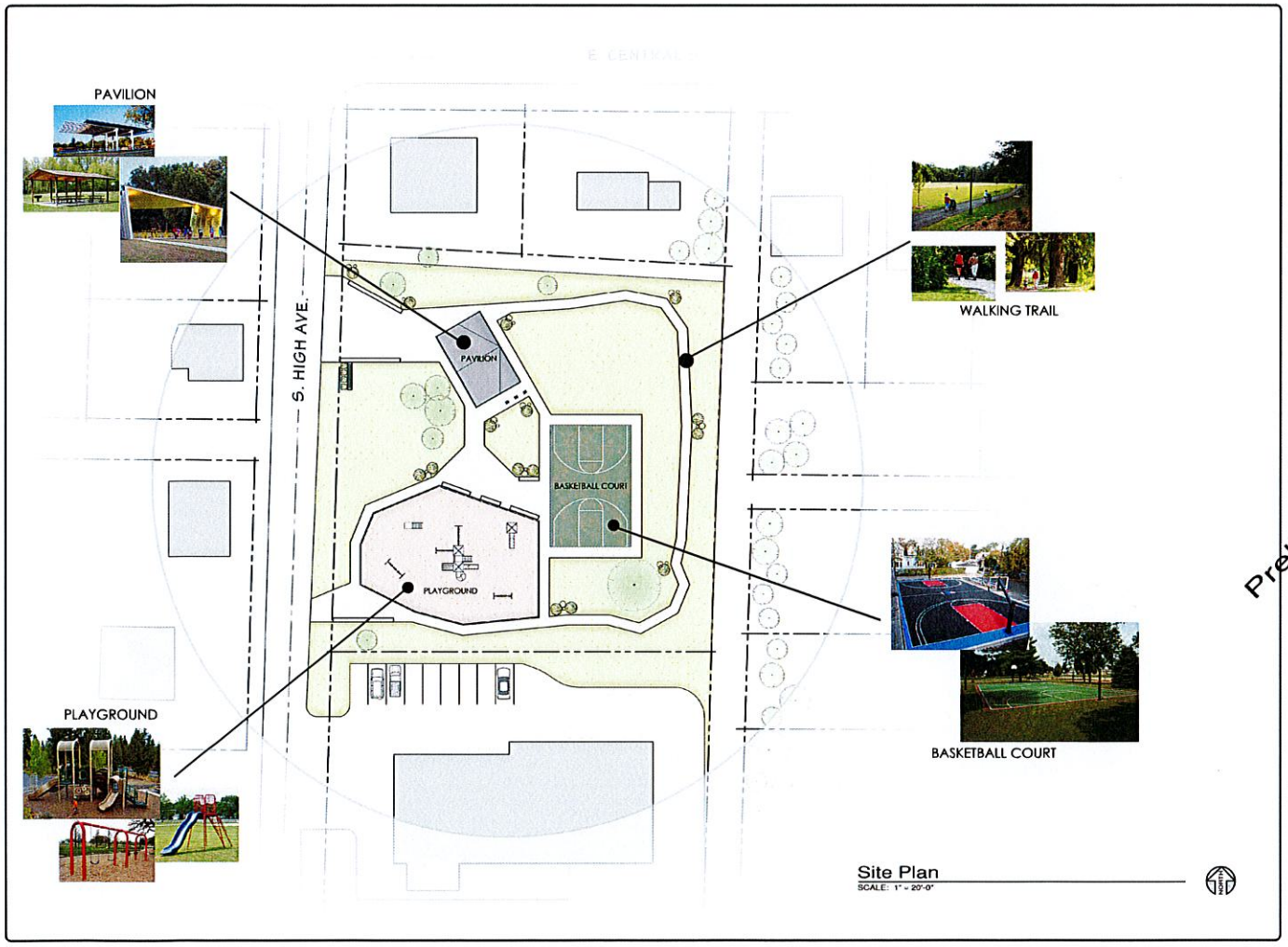
Date created: 5/16/2023
Last Data Uploaded: 5/16/2023 1:17:11 AM

Developed by Schneider GEOSPATIAL

Exhibit "B"



Exhibit "C"



Site Plan
SCALE: 1" = 20'-0"

Revisions	By

Last Modification
DATE | INITIALS

Hunter & Millard ARCHITECTS, INC.
3329 E. 32nd St., Suite 7F
Joplin, Missouri 64804
(417) 624-8672
jeff@hunterandmillard.com
website:
hunterandmillard.com
Check us out on Facebook:
Hunter & Millard Architects, Inc.

Hunter & Millard ARCHITECTS, INC.
Missouri Certificate of Authority: A-2008008317

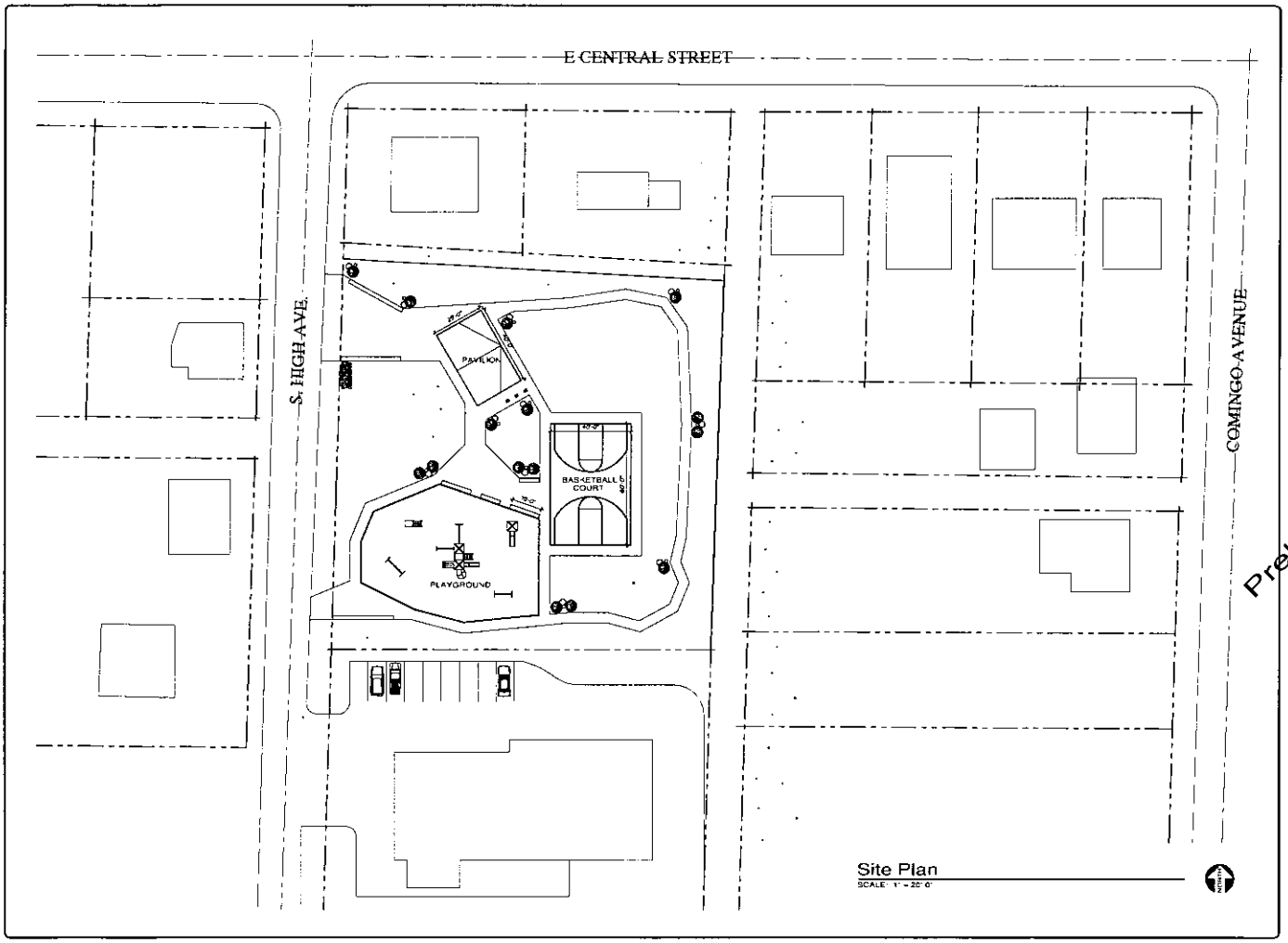
Preliminary

Eliott D. Hunter, Architect
Jeffrey A. Millard, Architect

Hope Park
131 S. High Ave. Joplin, MO 64804

Drawn By
Checked By
Date
2010
Scale
1" = 20'-0"
Job No. Dwr
Site Plan

C1



Site Plan
SCALE: 1" = 20'-0"

NORTH

Revisions | By

Last Modification
DATE | INITIALS

Hunter & Millard
ARCHITECTS, INC.
3223 E. 32nd St. Suite B
Joplin, Missouri 64804
(417) 624-4672
fax (417) 781-4814
email: hunterandmillard@aol.com
website: hunterandmillard.com
check us out on Facebook
Hunter & Millard Architects Inc.

Hunter & Millard
ARCHITECTS, INC.
Missouri Certificate of Authority A-2006006317

Preliminary

Hope Park
131 S. High Ave., Joplin, MO 64801

Drawn By
Checked By
Date
2010
Scale
1" = 20'-0"
Job Number

Site Plan

C1

COUNCIL BILL NO. 2023-009 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Right of Access and Construction Agreement (MOU) with East Town Dreams District for the purpose of building a park and playground for children – "HOPE PARK" – on the City's Joe Becker Stadium Clubhouse North Lot; establishing responsibilities for the East Town Dreams District and the City relating to the construction of improvements and maintenance of HOPE PARK; and, authorizing the City Manager to execute said Agreement (MOU) 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 Right of Access and Construction Agreement (MOU) by and between the City of Joplin and East Town Dreams District, for the purpose of building a park and playground for children – "HOPE PARK", on the City's Joe Becker Stadium Clubhouse North Lot, establishing responsibilities for the East Town Dreams District and the City relating to the construction of improvements, maintenance, and operation of a park and playground for children, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be, and the same is, hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, 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 2023-127 Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD) for the 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project

MEETING DATE
June 20, 2023

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2023-127; Agreement; Location Map

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

SUMMARY
This Council Bill authorizes the City of Joplin to enter into a Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD) for the 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects included in the program was the widening of 20th Street from Schifferdecker Avenue to Country Club Drive.

The City has reached an agreement with Jasper County to extend the 20th Street Widening design further west, to near the MO/KS State Line. Jasper County has committed funds in the amount of $4 million to be used for the additional design and construction costs in excess of those included in the current CIST program.

Recently, the Joplin Special Roads District (JSRD) reached out to the City of Joplin to offer funds in the amount of Three Hundred Thousand and 00/100 dollars ($300,000.00) in support of the project to be used for design, rights-of-way acquisition and construction of this public improvement.

FUNDING SOURCE
Capital Improvement Sales Tax

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

COUNCIL BILL NO. 2023-127 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into an Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD), for the purpose of street construction improvements associated with the 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project; authorizing the City Manager to execute the same by and on behalf of the City of Joplin.

WHEREAS, the proposed 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project was included in the 2014 renewal of the Capital Improvement Sales Tax Program; and,

WHEREAS, the proposed 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project was included in the FY22 and FY23 budgets; and,

WHEREAS, the proposed 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project is situated in Jasper County, Missouri; and,

WHEREAS, the City of Joplin, Missouri, and the Joplin Special Road District (JSRD) desire to enter into an Intergovernmental Cooperative Agreement in order to define their respective responsibilities concerning the proposed 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project.

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

Section 1. That the Intergovernmental Cooperative Agreement with the Joplin Special Roads District (JSRD) for the purpose of street construction improvements associated with the 20th Street Widening from Shifferdecker Avenue to Country Club Drive Project, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit "A," be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Intergovernmental Cooperative Agreement ("this Agreement) is made and entered into this _____ day of _____, 2023 ("the Effective Date"), by and between the **City of Joplin, Missouri** ("City"), and the **Joplin Special Road District** ("District"), collectively referred to as "the Parties".

WHEREAS, City and District are empowered by law to contract and cooperate for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service, under Sec. 70.220, RSMo.; and

WHEREAS, City and District desire to contract and cooperate for the planning, development, construction, acquisition, and operation of a public improvement, specifically, the widening of West 20th Street, from South Schifferdecker Avenue to the Missouri-Kansas state line ("the Project"); and

WHEREAS, City and District intend to construct said public improvement from South Schifferdecker Avenue to South Black Cat Road and plan but not construct at this time said public improvement from South Black Cat Road to the Missouri-Kansas state line; and

WHEREAS, said public improvement was included in City's 2014 Capital Improvement Sales Tax Program; and

WHEREAS, District desires to contribute $300,000.00 toward said public improvement.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. City's Responsibilities. City shall have the following responsibilities under this Agreement:

A. To communicate with District on material issues throughout the Project.

B. To engage all architects, engineers, surveyors, appraisers, contractors, subcontractors, attorneys, and other professionals necessary to complete the Project.

C. Except as specified in paragraph 2, to incur all costs of the Project, including design, engineering, right-of-way acquisition, construction, maintenance, and repair.

D. To coordinate with any person who proposes to develop any property located within or adjacent to the Project.

2. Districts' Responsibilities. District shall have the following responsibilities under this Agreement:

A. To communicate with City on material issues throughout the Project.

B. To proceed with condemnation in the name of District as requested by City in order to acquire any right-of-way within the Project. District shall appoint the City Attorney as District Special Attorney for the purpose of pursuing any condemnation action in the name of District. The Parties agree that City shall pay all costs of any such condemnation, including any condemnation award, attorney's fees, court costs, engineering fees, surveyor fees, appraisal fees, and witness fees. The Parties further agree that, because City shall pay all such costs, that prior written approval from City shall be required for any such costs. The Parties further agree that all property rights acquired in the name of District shall, within 60 days of acquisition, be deeded by District to City, without any further costs to City, other than recording fees.

C. To pay City the sum of $300,000.00, to be paid in full no later than September 30, 2023.

D. To inform the City of any proposed development which is submitted to District which is to be located within or adjacent to the Project as soon as reasonably possible after such development plans have been submitted.

3. 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.

4. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the other party.

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. 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.

7. 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.

8. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and District at the addresses as follows:

City of Joplin, Missouri	Joplin Special Road District
ATTN: City Attorney	ATTN:
602 S. Main St.	1016 S. Picher Ave.
Joplin, MO 64801	Joplin, MO 64801

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.

9. 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.

10. 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 affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

11. 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 caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF JOPLIN, MISSOURI	JOPLIN SPECIAL ROAD DISTRICT
_____	_____
By: Its: authorized signatory	By: Its: authorized signatory
ATTEST:	ATTEST:
_____	_____
Holly Nagy, City Clerk	Secretary



20th Street Widening

N



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-119 Agreement and Work Authorization with Olsson for professional engineering services for the Main Street Streetscape 8th to 15th Street project.

MEETING DATE
June 5, 2023

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2023-119; Agreement and Work Authorization; Scoring Summary, Location Map

REVIEWED BY
Director of Public Works: Daniel Johnson; Director of Planning & Community Development: Troy Bolander; Finance Director: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an agreement and work authorization with Olsson in the not to exceed amount of Eight Hundred Sixty-Three Thousand Seven Hundred Thirty-One and 00/100 dollars ($863,731.00) for professional engineering services for the Main Street Streetscape 8th to 15th Street project.

BACKGROUND
Starting in 2006 the City of Joplin began improving the Main Street corridor from 1st Street to 8th Street with Streetscape Enhancement projects that were completed in 2011. In 2014, the City utilized CDBG-DR (Disaster Recovery) funds to improve Main Street from 15th Street to 32nd Street with Streetscape Enhancements. This project was completed and closed out in 2020.

In 2017 the City utilized Federal Grant Funds administered through the Missouri Highways and Transportation Commission Federal Aid Program Agreement for the design of a Main Street Enhancements project from 11th Street to 15th Street. These plans were completed and delivered to the City in 2019.

In 2022 the City successfully applied for Community Project Funding (CPF) grant funds which will be administered through the Department of Housing and Urban Development. These grant funds in the amount of $3 million will be used in conjunction with City funds to improve Main Street from 8th Street to 15th Street.

A Request for Qualifications (RFQ) to provide professional engineering services for the Main Street Streetscape 8th to 15th Street project was advertised on February 11th, with Statements of Qualifications from interested consultants due on March 7th. The City received two qualification statements which were reviewed and scored by a team of City staff comprised of Public Works and Planning, Development, and Neighborhood Services personnel. Based on the scoring, it was determined that Olsson was qualified to provide the requested services. A scoping meeting was held with Olsson to determine the scope of work to be included in this agreement. The fees submitted by Olsson have been reviewed by City Staff and found to be within industry standards.

FUNDING SOURCE
Infrastructure Improvements Fund

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

Main Street Streetscape 8th to 15th RFQ Scoring

	Max Score	Scorer	Olsson	CJW
Concept and Responsiveness to City's Request. Responsiveness of the written response in clearly stating an understanding of the work to be performed as outlined in the scope of service.	**20**	1	19	18
		2	19	18
		3	18	18
		Subtotal	**18.67**	**18**
Consultant's Relevant Experience. The Firm's overall experience with similar projects.	**20**	1	20	18
		2	19	17
		3	20	16
		Subtotal	**19.67**	**17**
Project Team - Qualifications of staff to be assigned, education, position in firm and years experience will be considered.	**20**	1	20	20
		2	18	18
		3	20	18
		Subtotal	**19.33**	**18.67**
Approach - Accessibility to client, familiarity with the area, proximity to the client, client/consultant relationship and general approach to project.	**40**	1	38	36
		2	37	35
		3	38	36
		Subtotal	**37.67**	**35.67**
		Score	**95.33**	**89.33**

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: OLSSON Address: 1027 S MAIN ST, SUITE 503 JOPLIN, MO 64801	
Attention: Dan Johnson, P.E.		Attention: Cory Clark, Clayton Cristy	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4717
Phone: 417-624-0820	Fax:	Main Street Streetscape - 8th ST to 15th ST	

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

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

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

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

Date: _____

Engineer: OLSSON

By: _____

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: 05/25/2023

Engineer: OLSSON

By: _____

Printed Name: Cory Clark

Title: Transportation Practice Leader

Date: 05/25/2023

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S Main St, Suite 503 Joplin, MO 64801	
Attention: Dan Johnson, P.E.		Attention: Cory Clark Clayton Cristy	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4717
Phone: 417-624-0820	Fax:	Main Street Streetscape – 8th Street to 15th Street	

WORK AUTHORIZATION NUMBER OLS-MAIN23-01
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

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

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number OLS-MAIN23-01 exceed the sum of Eight Hundred Sixty-Three Thousand Seven Hundred Thirty-One Dollars ($863,731).

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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the

City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson, Inc.

By: _____

Printed Name: Clayton Cristy

Title: Senior Project Manager

Date: 05/25/2023

Engineer: Olsson, Inc.

By: _____

Printed Name: Cory Clark

Title: Transportation Practice Leader

Date: 05/25/2023

City of Joplin, Missouri

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

Date: _____

Project Name/Description Main Street (8th to 15th)
Consultant Olsson

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

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

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
   (environmental assessment has been completed by the City and is not included in basic services)

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

Each invoice must have a cover sheet which summarizes the contract's overall status, showing the following content:

- *original amount; net additions; revised total contract amount; previously invoiced amount; current payment due; balance to finish;*
- *Engineer may choose to utilize the City's or the AIA's Certification for Payment document, or similar approved document.*

Within the pages of the invoice, the Engineer must also include the following information, grouped by project phase or task:

- *For each Staff: name, along with hours worked by date*
- *Sub-totals, as appropriate*

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 Preliminary Design Phase - (30 percent plans)

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

10. Development communication plan for project: considering the use of door hangers, letters, public meetings, changeable message boards.

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey
All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements
Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation
Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. Existing United States Public Land Survey System Corners
All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05 Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

A1.08 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the

Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility

for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information

given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

    a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

    a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner,

based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative Services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

   a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
   b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
   c) A final list of acceptance testers used on the project and a certification stating:

      "The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing."

Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

d) Contractor certification and city recommendation:

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

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

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

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or

advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

EXHIBIT A

CLARIFICATION OF SERVICES

Main Street Streetscape (8th to 15th Street)

The following Clarifications of Services, Assumptions, and Exclusions further define Work Authorization Number OLS-MAIN23-01.

A. Clarification of Services

The following provides further clarification of services that are included in the scope of services document, by specifically describing more specific tasks that are or are not included and by providing specific quantities to define scope where appropriate.

Phase 100 – Project Management

- The Consultant will schedule and attend all progress/review meetings. The Consultant will create and distribute a meeting agenda prior to all progress meetings. This scope estimates 18 meetings.
- The Consultant will attend 1 open house style public meeting(s). The Consultant will prepare a strip map and to be used at the public meeting and may be shown to the general public, used in media, be presented to various groups, and/or be used to aid in ROW and construction easement negotiations.
- The Consultant will attend 1 council meeting to provide updates to council members. Consultant will prepare PowerPoint presentation to be used as part of this presentation.
- The Consultant will provide railroad coordination. This will include setting up and attending 2 diagnostic meetings and providing construction drawings to railroad.

Phase 200 – Survey Services

- Topo Survey – Olsson will review the previously conducted survey of the area from 11th to 15th street for consistency and inclusion in the project. Olsson will collect Topographic Survey data for the additional area as indicated in orange on the attached exhibit. Improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, existing visible utilities and underground utilities as located by Missouri One-Call system. The survey shall be tied vertically to the NAVD 1988 Vertical Datum and Horizontally to the Missouri State Plane Coordinate System NAD 83-West Zone-US Survey Foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.
- Boundary Survey – Consultant will collect boundary information sufficient for preparing and writing easement descriptions. The survey shall be tied vertically to the NAVD 1988 Vertical Datum and Horizontally to the Missouri State Plane Coordinate System NAD 83-West Zone-US Survey Foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

- The Consultant will prepare easement documents. One Easement document consists of a description and a sketch. The preparation of easement documents will be prepared, if necessary. The Consultant's fee for preparation of these documents will be $500.00 per Easement document. Consultant assumes 56 parcels for document preparation. An additional 21 easement documents were previously completed and will be used for acquisition.
- Title commitment will be provided by the City.
- GIS Deliverables – after project construction has completed the Consultant shall provide As-Built drawings in electronic format for import into the City's GIS utility mapping

Phase 300 – Preliminary Plans

- 30% Design Plans will update and continue the previously completed design drawings for Main Street between 11th ST and 15th ST, construction plans will be developed based on local, AASHTO and MODOT design standards, as applicable. Plans from 11th to 15th will be updated to latest format and provide pavement rehabilitation limits.

  The Engineer shall prepare a total project Opinion of Probable Cost including the engineering, Right-of-Way, Construction and Construction Engineering.

  A site visit with City staff will take place as preliminary design begins.

  The 30% Design Plans and deliverables will include:

  - Title Sheet
  - Typical Sections
  - General Notes Sheet
  - Survey Control and Alignment Data Sheet
  - Demolition Plan
  - Roadway Plan and Profile Sheets
  - Storm Drainage Layout
  - Traffic Layout
  - Preliminary Right-of-Way Plans
  - Special Sheets
  - Cross Sections at Critical Locations
  - Engineer's Preliminary Cost Estimate
  - Design Memorandum

Phase 400 – Utility Coordination

- The Consultant will be responsible for contacting and coordinating with utility companies. This will include developing pot hole plans as needed, incorporating utility adjustments into plans, and providing utility clearance letter.

Phase 500 – Right-of-Way Plans

- 60% Design Plans – This task will be to take the design plans from 30% to 60% complete. The Right-of-way plans with this project will include roadway plans, landscape plans, driveway plans and grading plans that could affect right-of-way or easements.
- The Consultant will produce a set of right-of-way plans a right-of-way plans will aerial super imposed in the background to be used during acquisition.
- The Consultant will be responsible for negotiation activity which will include preparation of deeds and easement documents and three contacts with the owners to ensure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. Consultant will coordinate with the City staff for the arrangement of payments to the property owners. A record of negotiations will be available to the City at all times upon request. If negotiations are not successful after three attempts the City will be notified that the negotiation activity has ceased, and the Consultant will request directions on how to proceed from the City of Joplin.
- Condemnation services are excluded. For condemnation purposes the Consultant charges a rate of $130.00 per hour for court appearances, attorney conferences, and preparation of court exhibits. These shall be considered Additional Services.
- It is assumed that 77 parcels will be impacted. 56 new parcels and 21 previous parcels. Impacts are assumed to be limited to temporary construction easement acquisition.
- 2 appraisals are included in this scope.
- The 60% Design Plans and deliverables will include:
    - Title Sheet
    - Typical Sections
    - General Notes Sheet
    - Survey Control and Alignment Data Sheet
    - Demolition Plan
    - Right-of-Way Plan
    - Roadway Plan and Profile Sheets
    - Storm Drainage Layout
    - Intersection Sheets
    - ADA Curb Ramp Details
    - Traffic Signal Sheets for Main and 9th ST
    - Traffic Signal Sheets for Main and 10th ST
    - Preliminary Landscape Plans
    - Driveway Details
    - Cross Sections at 25-foot Intervals
    - Engineer’s Cost Estimate
    - Right-of-Way Documents
    - Right-of-Way Tabulation Sheet

Phase 600 – Final Plans

- 90% Design Plans – This task will be to take the design plans from 60% to 90% complete. The Final design phase for this project will include final drawings, specifications and final bid documents.

- PS&E Plans – Upon incorporating the 90% review comments into the plan set and special provisions, Olsson will prepare and submit all drawings, special provisions and an updated total project opinion of probable cost to the city for the 100% PS&E submittal. Upon City acceptance of the PS&E Plans, Olsson shall submit the bid package in electronic PDF format to the City's Project Manager. The bid package includes sealed drawings and sealed special provisions.
- The Final Design Plans and deliverables will include:
  - Title Sheet
  - Typical Sections
  - General Notes Sheet
  - Quantity Tables Sheet
  - Survey Control and Alignment Data Sheet
  - Demolition Plan
  - Right-of-Way Plan
  - Roadway Plan and Profile Sheets
  - Storm Drainage Layout
  - Intersection Sheets
  - ADA Curb Ramp Details
  - Traffic Signal Sheets for Main and 9th ST
  - Traffic Signal Sheets for Main and 10th ST
  - Preliminary Landscape Plans
  - Driveway Details
  - Cross Sections at 25-foot Intervals
  - Engineer's Cost Estimate
  - Job Special Provisions
  - Project Bid Manual

Phase 700 – Bidding Services

- The Consultant will assist with advertising construction bid, attend pre-bid meeting and answer questions throughout the bidding process.

Phase 800 – Construction Services

- The Consultant will provide field observations and testing, project length is assumed to be 8 months.

B. Assumptions

- Fees can be shifted between phases and tasks.
- The City will issue notice to proceed after Council Approval
- City will provide title search
- Plans will be combined into one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- All permit and mitigation fees will be paid by the City
- Utility relocation shall be completed by the respective utility company.

- The land disturbance permit and SWPPP will be handled under the City's operating permit. The contractor shall be responsible for maintaining and updated the SWPPP. Furthermore the contractor shall be responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMP"S as set for in the SWPPP to meet all applicable city, state and federal laws.
- It is assumed that 18 pay request will be processed.
- Construction phase services for this agreement shall be limited to 8 months. The total contract time is approximately 24 months.
- Change order shall be considered additional services beyond as included fee of $10,000.
- RFI responses shall be considered additional services beyond as included fee of $10,000.
- Evaluation of or Equal items shall be considered additional services beyond an included fee of $3,000.
- Progress Meeting shall be held monthly.
- It is anticipated that a project engineer will be onsite for 6 hours per week for 34 weeks.
- Construction Observations:
    - we have estimated that these projects will require the utilization of construction observation and materials testing personnel over an 8 month period. Should the project be timed in a manner requiring Olsson to provide observation and testing personnel for more than 10 months, a supplemental agreement will be required.
    - Fees are based on one construction observer 40 hours per week for 34 weeks. Overtime could require a supplemental agreement.

C. **Exclusions**

- Traffic Study and signal warrants
- Right-of-Way monumentation
- Storm modeling
- Geotechnical boring is excluded, pavement cores are excluded.
- Coal shoot closure design
- Structural review of adjacent buildings
- Environmental Review
- Any service not specifically detailed in the scope.

D. **Payment**

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this Exhibit A; with a total compensation ceiling of $863,731 as set forth in Work Authorization Number OLS-MAIN23-01 Main Street Streetscape (8th ST to 15th ST) to the Agreement for Professional Engineering Consulting Services, with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Task 100 – Project Management	$44,620
Task 200 – Survey	$80,200
Task 300 – Preliminary Plans	$70,160
Task 400 – Utility Coordination	$10,850
Task 500 – Right of Way Plans	$216,285
Task 600 – Final Plans	$116,380
Task 700 – Bidding Phase	$12,960
Task 800 – Construction Phase	$281,140
Task 900 – Post Construction Phase	$24,200
Expenses	$6,936
Total Estimated Maximum Fee	$863,731

Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson 2023 Billing Rate Schedule

Description	Range		
Principal	$140.00	-	$463.00
Project Manager	$129.00	-	$254.00
Project Professional	$104.00	-	$237.00
Assistant Professional	$71.00	-	$173.00
Designer	$90.00	-	$210.00
CAD Operator	$59.00	-	$133.00
Survey	$56.00	-	$181.00
Construction Services	$49.00	-	$254.00
Administrative/Clerical	$47.00	-	$159.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

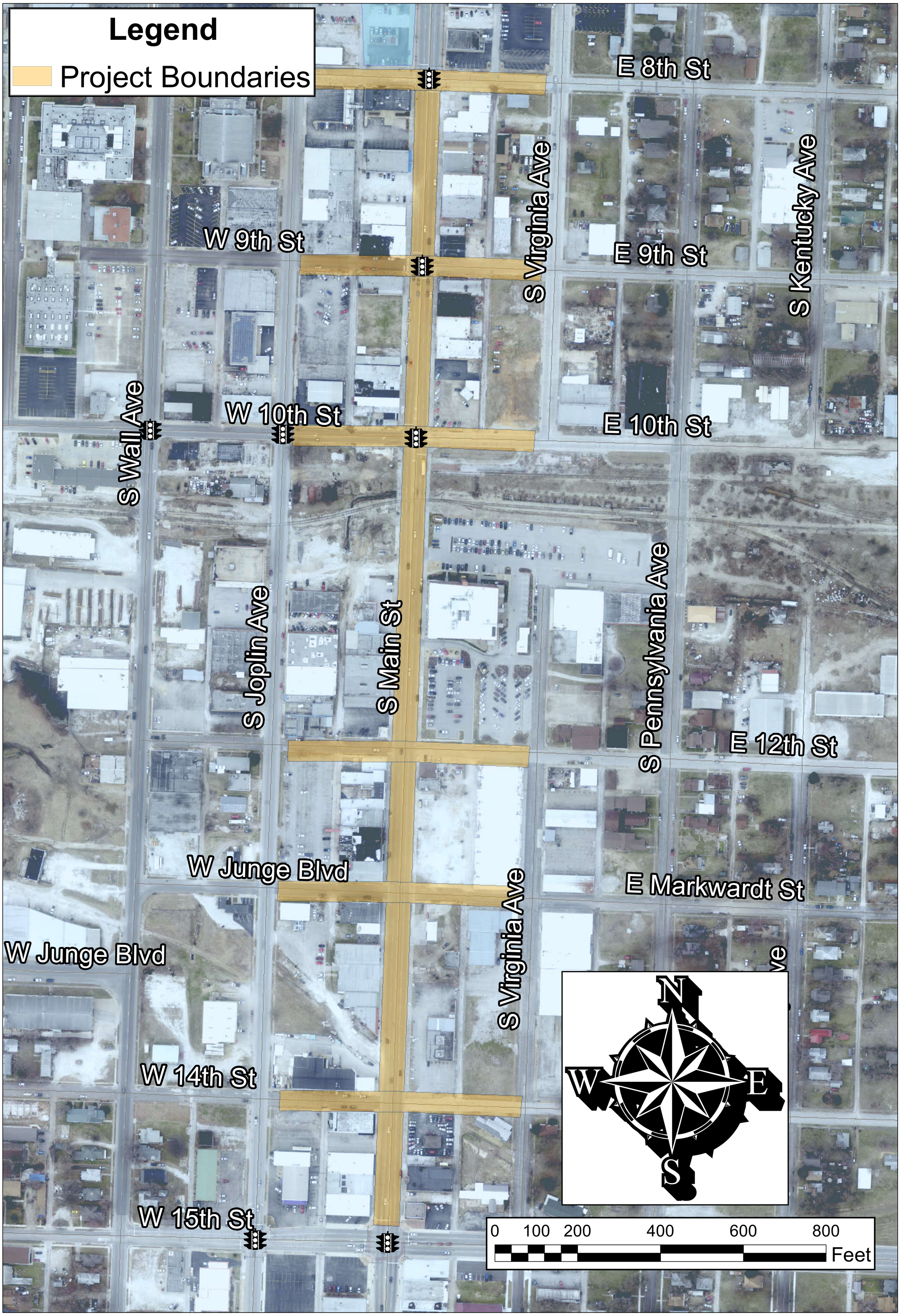
REIMBURSABLE EXPENSE SCHEDULE

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

Classification	Cost
Automobiles (Personal Vehicle)	$0.655/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

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

Main Street - Streetscaping
8th Street - 15th Street



COUNCIL BILL NO. 2023-119 ORDINANCE NO.

AN ORDINANCE approving an Agreement and Work Authorization with Olsson in the not to exceed amount of Eight Hundred Sixty-Three Thousand Seven Hundred Thirty-One and 00/100 dollars ($863,731.00) for professional engineering services for the Main Street Streetscape 8th to 15th Street project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the Agreement and Work Authorization with Olsson in the not to exceed amount of Eight Hundred Sixty-Three Thousand Seven Hundred Thirty-One and 00/100 dollars ($863,731.00) for professional engineering services for the Main Street Streetscape 8th to 15th Street project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2023, by a vote of_____.

ATTEST: Douglas W. Lawson, 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 Infrastructure Improvements Fund to pay the amounts called for on the basis of the negotiated fee.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-271 – Voluntary Annexation

MEETING DATE:
June 5, 2023

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:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 030-23: Voluntary Annexation – A request to Voluntarily Annex into the Corporate Limits of the City of Joplin, MO, Jasper County – ACME Land Co.

BACKGROUND:

All property will be annexed in as R-1 Single-Family Residential. The property will need to rezone for any future commercial or industrial development. The property is vacant with one vacant existing single-family home.

Raymon Sharp, has agreed to voluntarily annex into the City. The City contributed to the development of the MODOT corridor years back. Since then, the City attempted to involuntarily annex the property East and West of the corridor, but it did not pass. Now, the owner is requesting annexing into the City.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander represented the case. He explained the background on this property and noted that the City and its citizens are trying to capitalize on the dollars invested into developing the corridor by bringing the property into the City limits. Mr. Jackson asked if there were plan for utilities. Mr. Bolander explained that when MODOT was developing Highway I-249, the City installed a sleeve under 249 to provide access to Sewer utilities on the East side of the road.

Ms. Phillips asked about lead contamination in the soil. Mr. Bolander stated they used some of the contaminated soil for the 249 corridor and then they encapsulated it with concrete.

PUBLIC COMMENT;
Donna Strup spoke in opposition. She stated that it was mentioned that the property would be used as industrial property. She asked what the proposed use was. Mr. Bolander responded that there is no proposed use at this time. He stated that those uses were just what was expected to be seen along the corridor, but that when property is annexed into the City, it comes in as R-1.

Mr. Jackson asked if the property is in the County's jurisdiction right now. Mr. Bolander stated yes. Mr. Jackson then asked if bringing the property into the City puts more control on zoning and use. Mr. Bolander confirmed this.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-271
Planning & Zoning Commission recommends approval of Case 030-23 (4 in Favor, 2 Opposed, 1 Absent)

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

Case 030-23: Voluntary Annexation

Property East and West of Highway I-249, South of Newman Rd.-Voluntary Annexation-A request to Voluntarily Annex into the Corporate Limits of the City of Joplin, MO, Jasper County-Raymon Sharp

Mr. Bolander, City of Joplin, represented the owner of the property on the voluntary annexation. The history of this area, City of Joplin did invest 5-7 million dollars when this corridor was built with the Missouri Department of Transportation. This is one of the few properties that are not in the City of Joplin or another community. Much of the property is in Duenweg. We are trying to capitalize our investment the citizens have made and Mr. Sharp has agreed to voluntarily come into the City of Joplin. Both sides of the corridor between Newman Rd. and 7th St. We do recommend the approval of this request.

Mr. Kimble asked if there were any questions from the Commission on Case 030-23.

Mr. Jackson asked if there was any future projected land use for this property.

Mr. Bolander stated yes, we actually did involuntary annexation and had a vote which failed in this area. Part of that requirement was through a land use and a plan submission involuntary annexation. Around the interchanges you will see commercial and then between it mostly industrial type development.

Mr. Jackson asked what the process would be to get city utilities located out there for a hook up.

Mr. Bolander stated they are working on that right now. There is actually sewer going in on the west side of the corridor. In fact, those agreements have been approved by City Council. Then part of that when MODOT built it we did put a sleeve underneath 249 to get utilities to the east side as well.

Ms. Phillips stated she had a question. This was so long ago but she remembered some of the abated soil from the lead contamination underneath one of the highways. Was this one of them.

Mr. Bolander said yes, that was the corridor.

Mr. Jackson asked if the soil was contaminated.

Mr. Bolander stated no. It was a mitigation they used some of the contaminated soil for the 249 corridor and then they encapsulated it with concrete.

Ms. Phillips stated so it is actually under the highway.

Mr. Bolander stated yes.

Mr. Jackson said a question he had was we annex things into the City of Joplin, they now have City services, and they get City utility access which increases the value of their property, and they will also have City Public Safety on their property and then they get a decrease in their property tax bill. They are currently paying for rural services for fire. So, any time we have seen these annexations the landowners typically see a reduction in their property tax. He stated his concern there had been a lot of strong conversations in the last year that our Public Safety was very underfunded and here we are throwing more land onto them, and the City of Joplin will not have anything to offset this additional overhead, but the property owner would have everything to gain.

Mr. Bolander stated the rebuttal to that would be we are hoping this would develop. That would bring in revenue, jobs and property taxes. Right now, they get a decrease because the City tax is cheaper than the County tax so they would be paying City taxes once it comes into the City of Joplin. There is no abatement on the property right now. The only decrease they are going to receive would be the voluntary fire district tax that serves this area is more than the City tax. He stated we receive no tax off this property now.

Mr. McCullough stated that any property next to a freeway that goes residential is there any code that they have to put up any sound barrier.

Mr. Bolander stated no. A lot of the new housing development that you see on 7th St is in the community of Duenweg.

Mr. Kimble asked if there were any other questions from the Commission on Case 030-23.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 030-23.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 030-23.

Donna Strup, 1096 N. Prosperity Ave., Joplin, Missouri. Ms. Strup stated she lives right across the street. They said industry. Is it going to be zoned industry or residential or commercial. What is their proposal.

Mr. Bolander stated right now there is no proposal. His guess was on the interchanges you would see those developed first and they would be commercial. When we annex property into the City of Joplin it comes in as R-1, single family residential so they would have to go through a rezoning request to get it changed to commercial or even industrial. Right now, if it was annexed into the City of Joplin it comes in as single family residential.

Ms. Strup said okay, so we are just hanging up in the air to see what they are going to do down the road.

Mr. Bolander stated yes. All they are requesting is that it becomes a part of the City of Joplin. They have no development plans presented to us right now.

Ms. Strup stated okay, she just didn't want a big industry right across the street from her property but that is her comment.

Mr. Jackson stated he had a question based on her feedback. This is technically County property now, correct.

Mr. Bolander stated yes.

Mr. Jackson said so if something wanted to go in there commercial or industrial there is no zoning process they have to go through even.

Mr. Bolander stated that is correct.

Mr. Jackson stated they could put a land dump in there.

Mr. Bolander stated yes, there are no land use regulations in the County.

Mr. Jackson said so with the City annexing the property it actually puts more restrictions and control on that.

Mr. Bolander stated that is correct.

Ms. Strup thanked them for the clarification.

MS. STEELE MOVED THAT CASE 030-23 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (4 IN FAVOR, 2 NAY, 1 ABSENT) VOTE IN OPPOSITION WAS FROM MR. JACKSON AND MS. WARREN.

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 030-23 A request to voluntarily annex property into the City of Joplin

LOCATION Property East and West of Highway I-249, South of Newman Rd.

APPLICANT Raymon Sharp

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Vacant/one Single-Family Home	Approximately 200 acres

DISCUSSION

The applicant is requesting to annex this property into the City of Joplin for future industrial development. All property will be annexed in as R-1 Single-Family Residential. The property will need to rezone for any future commercial or industrial development. The property is vacant with one vacant existing single-family home.

Raymon Sharp, has agreed to voluntarily annex into the City. The City contributed to the development of the MODOT corridor years back. Since then, the City attempted to involuntarily annex the property East and West of the corridor, but it did not pass. Now, the owner is requesting annexing into the City.

Staff recommends approval of Case 030-23.

ENCLOSURES

- Map of area to be annexed
- Application

Voluntary

Annexation Application

Corporation

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

Office Use Only

Case No.: 030-23
Filing Fee: $0.00
Received: 4/18/23
Proj. No.: 23-167

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

Owner Name: Acme Land Co. Phone No. 417 624-5825

Email: newt@newtsharp.com

Applicant Name: Raymon N. Sharp Phone No. 417 434 2021

Email: same

Mailing Address: P.O. Box 66 Joplin MO 64802

Annexation Property Location: ATTACHED

Present Use of Property: agriculture

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

Number of presently occupied or occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

BOUNDARY DESCRIPTION FOR THE CITY OF JOPLIN – March 16th, 2023

ANNEXATION TRACTS ALONG I-249 IN SECTION 4, TOWNSHIP 27 N, RANGE 32 W, JASPER CO., MO.

ALL THAT PART OF THE NORTHEAST FRACTIONAL ¼ AND THAT PART OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN AND BASELINE ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, JASPER COUNTY MISSOURI DESCRIBED AS FOLLOWS:

(WEST TRACT) - COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID SECTION 4, THENCE NORTH 89 DEGREES, 15 MINUTES WEST ALONG THE NORTH LINE OF SAID SECTION 2666.47 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST FRACTIONAL ¼; THENCE SOUTH 1 DEGREE, 54 MINUTES, 18 SECONDS WEST ALONG THE WEST LINE OF SAID FRACTIONAL ¼ A DISTANCE OF 30 FEET TO THE APPARENT SOUTH RIGHT-OF-WAY LINE OF EAST NEWMAN ROAD AND THE POINT OF BEGINNING. THENCE SOUTH 89 DEGREES, 15 MINUTES, EAST ALONG SAID RIGHT-OF-WAY LINE 316 FEET TO THE MISSOURI STATE HIGHWAY ROUTE 249 RIGHT-OF-WAY; THENCE ALONG SAID HIGHWAY RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 0 DEGREES, 46 MINUTES, 16 SECONDS WEST 95.93 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 89 DEGREES, 13 MINUTES, 44 SECONDS EAST 754.59 FEET; THENCE SOUTH 56 DEGREES, 25 MINUTES, 57 SECONDS EAST 121.79 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 14 DEGREES, 13 MINTUES, 32 SECONDS EAST 82.04 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 14 DEGREES, 13 MINUTES, 32 SECONDS EAST 803.63 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 4 DEGREES, 41 MINUTES, 28 SECONDS EAST 469.82 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 8366.12 FEET, ARC LENGTH OF 1360.1 FEET, ON A CHORD BEARING OF SOUTH 2 DEGREES, 44 MINUTES, 28 SECONDS EAST A CHORD DISTANCE OF 1358.61 FEET; THENCE SOUTH 7 DEGREES, 23 MINUTES, 55 SECONDS EAST 579.22 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 4 DEGREES, 20 MINUTES, 55 SECONDS WEST 611.4 FEET; THENCE SOUTH 12 DEGREES, 04 MINUTES, 35 SECONDS WEST ALONG SAID HIGHWAY RIGHT-OF-WAY 341.16 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF THE "ACME LAND COMPANY TRACT" DESCRIBED IN BOOK 2642 AT PAGE 310; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID TRACT OF LAND THE FOLLOWING COURSES AND DISTANCES: NORTH 87 DEGREES, 50 MINUTES, 04 SECONDS WEST 776.2 FEET; THENCE SOUTH 3 DEGREES, 04 MINUTES, 42 SECONDS WEST 117.93 FEET TO THE MISSOURI STATE HIGHWAY ACCESS RIGHT-OF-WAY; THENCE NORTH 87 DEGREES, 47 MINUTES, 06 WEST ALONG SAID RIGHT-OF-WAY 77 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 2 DEGREES, 38 MINUTES, 14 WEST 102.59 FEET; THENCE NORTH 88 DEGREES, 55 MINUTES, 13 SECONDS WEST 465.53 FEET; THENCE SOUTH 1 DEGREE, 48 MINUTES, 02 SECONDS WEST 180 FEET; THENCE NORTH 88 DEGREES, 11 MINUTES, 58 SECONDS WEST 199.5 FEET; THENCE SOUTH 1 DEGREE, 48 MINUTES, 02 SECONDS WEST 250 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST 7TH STREET; THENCE NORTH 88 DEGREES, 11 MINUTES, 58 SECONDS WEST 55.07 FEET ALONG SAID RIGHT-OF-WAY LINE 55.07 FEET TO THE WEST LINE OF SAID SOUTHEAST ¼ OF SECTION 4; THENCE NORTH 1 DEGREE, 42 MINUTES, 04 SECONDS EAST ALONG THE WEST LINE OF SAID ¼ A DISTANCE OF 1284.08 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SOUTHEAST ¼; THENCE SOUTH 88 DEGREES, 52 MINUTES EAST ALONG THE NORTH LINE OF SAID ¼-¼ A DISTANCE OF 669.71 FEET TO THE SOUTHWEST CORNER OF THE EAST ½ OF THE NORTHWEST ¼ OF SAID SOUTHEAST ¼; THENCE NORTH 1 DEGREE, 37 MINUTES, 49 SECONDS EAST ALONG THE WEST LINE OF EAST ½ OF SAID A DISTANCE OF 1319.51 TO AN IRON PIN FOUND AT THE NORTHWEST CORNER THEREOF; THENCE SOUTH 88 DEGREES, 54 MINUTES, 54 SECONDS EAST ALONG THE NORTH LINE OF SAID ¼-¼ (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) A DISTANCE OF 668.72 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼; THENCE NORTH 1 DEGREE, 49 MINUTES, 10 SECONDS EAST ALONG EAST LINE OF SAID ¼-¼ (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) A DISTANCE OF 360.28 TO AN IRON PIN FOUND; THENCE NORTH 88 DEGREES, 55 MINUTES, 41 SECONDS WEST (ALONG THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) 736.42 FEET TO AN IRON PIN FOUND; THENCE NORTH 1 DEGREE, 53 MINUTES, 25 SECONDS EAST (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) 359.27 FEET TO AN IRON PIN FOUND; THENCE NORTH 88 DEGREES, 48 MINUTES, 46 SECONDS WEST (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) 599.81 FEET TO AN IRON PIN FOUND ON THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 4; THENCE NORTH 1 DEGREE, 54 MINUTES, 18 SECONDS EAST ALONG THE WEST LINE OF SAID ¼ A DISTANCE OF 1795.62 FEET TO THE POINT OF BEGINNING. CONTAINING 125.5 ACRES, MORE OR LESS.

TOGETHER WITH: (EAST TRACT) - COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE SOUTH 1 DEGREE, 44 MINUTES, 26 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 43.93 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST NEWMAN ROAD (IF EXTENDED); THENCE NORTH 89 DEGREES, 13 MINUTES, 44 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 30 FEET TO THE WEST RIGHT-OF-WAY LINE OF PROSPERITY ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE, 44 MINUTES, 26 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE 2517.3 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 (SAID POINT BEING 30 FEET WEST OF AN IRON PIN FOUND AT THE EAST ¼ CORNER OF SAID SECTION 4); THENCE SOUTH 2 DEGREES, 01 MINUTE, 08 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 1776.81 FEET; THENCE SOUTH 1 DEGREE, 14 MINUTES, 37 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 169.5 FEET TO THE NORTH LINE OF THE "FCS FINANCIAL TRACT" DESCRIBED IN BOOK 2264 AT PAGE 269; THENCE NORTH 88 DEGREES, 18 MINUTES, 39 SECONDS WEST ALONG THE NORTH LINE OF SAID DESCRIBED TRACT 428.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY ROUTE 249; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 13 DEGREES, 42 MINUTES, 05 SECONDS WEST 784.51 FEET TO A RIGHT-OF-WAY MARKER FOUND; THENCE NORTH 7 DEGREES, 23 MINUTES, 55 SECONDS WEST 579.22 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 8038.04 FEET, ARC LENGTH OF 1306.77 FEET, ON A CHORD BEARING OF NORTH 2 DEGREES, 44 MINUTES, 29 SECONDS EAST A CHORD DISTANCE OF 1305.33 FEET; THENCE NORTH 1 DEGREE, 54 MINUTES, 58 SECONDS EAST 322.46 FEET; THENCE NORTH 8 DEGREES, 18 MINUTES, 33 SECONDS EAST 539.29 FEET; THENCE NORTH 9 DEGREES, 36 MINUTES, 46 SECONDS EAST 761.95 FEET; THENCE NORTH 24 DEGREES, 14 MINUTES, 39 SECONDS EAST 193.39 FEET; THENCE NORTH 68 DEGREES, 57 MINUTES, 54 SECONDS EAST 88.34 FEET; THENCE SOUTH 89 DEGREES, 13 MINUTES, 44 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST NEWMAN ROAD 515.87 FEET TO THE POINT OF BEGINNING. CONTAINING 74 ACRES, MORE OR LESS.

*BEING SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, COVENANTS, AND RESERVATIONS OF RECORD.

*BEARINGS BASED UPON GRID NORTH, THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WESTERN ZONE.

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

TO WHOM IT MAY CONCERN:

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

Acme Land Co. P.O. Box 66, Joplin, MO 64802

Raymon N. Sharp. Raymn N Sharp

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 16 day of March 2023, before me appeared Raymon N. Sharp

_____, to me known to be the _____

_____ of _____

_____, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its _____ of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

Notary Public Vicky Lynn Copeland

My commission expires: 05-22-26

VICKY LYNN COPELAND
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
Commission Expires 05/22/2026
Commission Number #09804844

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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Acme Land Co. P.O. Box 66, Joplin, MO 64802

Raymon N. Sharp. Raymn N Sharp

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 16 day of March 2023, before me appeared _____
Raymon N. Sharp

_____

_____, to me known to be the _____

_____ of _____

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Notary Public Vicky Lynn Copeland

My commission expires: 05-22-26

VICKY LYNN COPELAND
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
Commission Expires 05/22/2026
Commission Number #09804844

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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Acme Land Co. P.O. Box 66, Joplin, MO 64802

Raymon N. Sharp. Raymon N Sharp

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

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_____ of _____

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Notary Public Vicky Lynn Copeland

My commission expires: 05-22-26

VICKY LYNN COPELAND
Notary Public - Notary Seal
STATE OF MISSOURI
Newton County
Commission Expires 05/22/2026
Commission Number #09804844

Acme Supply Co. P.O. Box 142, Clayton, NC 64802

Clayton N. Stamp Esquire Delivered

Voluntary Annexation Procedures

The voluntary annexation of land into the City of Joplin requires procedures established by the Missouri State Statutes. This section of the law is attached for your use. To further assist in the procedures, the following checklist is provided.

1. The property to be annexed must be compact and contiguous to the existing boundaries of the City of Joplin. This must be determined to ensure that there are no unincorporated areas between the area to be annexed and the City of Joplin.

2. If the requested annexation area consists of single or multiple tracts of land a Petition requesting the annexation must be signed by all the owners of all fee interests of record in all tracts of real property to be annexed. This means that both a husband and wife must sign, however, a mortgage holder such as a bank does not need to sign. Please note that all signatures must be notarized. A form is included in this packet for your use.

3. The petition must be filed with the office of the City Attorney for verification. Attached to the petition must be a legal description describing the boundary of the property requested for annexation.

4. The petition will be referred to the Planning and Zoning Commission and City Council for Public Hearing. This will determine the ability of the City to provide services within a reasonable amount of time and whether the land is reasonable and necessary for the development of the City.

5. If there are no written objections filed within fourteen (14) days by two (2) qualified voters in the area or by at least two percent (2%) of the qualified voters of the City, then, the City may complete the annexation by the adoption of an ordinance.

6. Upon completion of the above process, the City will file notice of the annexation with the County Clerk's Office in the county in which the annexed property lies.

Note: If you have any questions, you may call the Planning Division at 417-624-0820, ext. 1511, or email Zoning-Planning@JoplinMO.org for assistance.

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

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

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

Property Owner Name: Acme Land Co. (Raymon Shcap) **Telephone Number:** 417 624 5825

Property Address: _____

_____

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

   If yes, how many businesses are located on this property? None

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

Business #1:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ **Yes** _____ **No**

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

Does the business sell liquor? _____ **Yes** _____ **No**

Business #2:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ **Yes** _____ **No**

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Name of water provider, or list 'well': _____

Name of sewer provider, or list 'septic': _____

Commercial Information (if no present commercial use, you may skip this section.) NONE

Business #1
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

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

If Yes, how many

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

Do you plan to build residential living units on the property _____Yes X No

If Yes, how many

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

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

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

Tract 2: All that part of the Southeast Quarter of the Southeast Quarter of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri, described as follows: Commencing at the Northeast corner of said Southeast Quarter of the Southeast Quarter, thence North 88 degrees 51 minutes 53 seconds West along said North line of the Southeast Quarter of the Southeast Quarter, 1001.99 feet to a point on the West right-of-way line of Missouri Route 249, and the Point of Beginning, thence South 04 degrees 21 minutes 16 seconds West along said West right-of-way line, 522.53 feet to an angle point at station 8+717.412, thence South 12 degrees 04 minutes 11 seconds West along said West right-of-way, 341.01 feet, thence North 87 degrees 46 minutes 21 seconds West 249.81 feet to a point on the West line of said Southeast Quarter of the Southeast Quarter, thence North 01 degrees 33 minutes 09 seconds East along said West line 851.81 feet to a found gas pipe at the Northwest corner of said Southeast Quarter of the Southeast Quarter, thence South 88 degrees 51 minutes 33 seconds East along the North line of said Southeast Quarter of the Southeast Quarter 337.58 feet to the Point of Beginning.

Tract 3: All of the East One-half of the Northwest Quarter of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri.

Tract 4: All of Lot Numbered Two (2) and the East One-Half of Lot Numbered One (1) of the Northeast Quarter of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri;

All of the Northeast Quarter of the Southeast Quarter of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri;

All of the East One-Half of the Southeast Quarter of the Southeast Quarter of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri, EXCEPT the following tracts of land: All of a tract of land described as Commencing at the East Quarter corner of Section 4, Township 27, Range 32, Jasper County, Missouri, thence South 0 degrees 44 minutes 42 seconds West 2608.59 feet to the North line of 7th Street, thence South 89 degrees 06 minutes 32 seconds West 467.34 feet along said right-of-way to the point of beginning, thence South 89 degrees 06 minutes 32 seconds West 200.0 feet, thence North 0 degrees 39 minutes 22 seconds East 440.0 feet, thence North 89 degrees 06 minutes 32 seconds East 200.0 feet, thence South 0 degrees 39 minutes 22 seconds West 440.0 feet to the point of beginning;

AND EXCEPT All of a tract of land described as Commencing at the East Quarter corner of Section 4, Township 27, Range 32, Jasper County, Missouri, thence South 0 degrees 44 minutes 42 seconds West 2608.59 feet to the North line of Seventh Street, thence South 89 degrees 06 minutes 32 seconds West 440.34 feet to the point of beginning, thence North 0 degrees 39 minutes 22 seconds East 440.0 feet, thence South 89 degrees 06 minutes 32 seconds West 27.0 feet, thence South 0 degrees 39 minutes 22 seconds West 440.0 feet, thence North 89 degrees 06 minutes 32 seconds East 27.0 feet to the point of beginning;

AND EXCEPT All that part of the Southeast Quarter of the Southeast Quarter of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri, and being more particularly described as follows: Commencing at a found 1/4" iron bar marking the Southeast corner of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri, thence North 18 degrees 03 minutes 30 seconds West, a distance of 86.57 feet to a found right-of-way marker in the North right-of-way line of Route 66, as now established, being the point of beginning, thence North 89 degrees 57 minutes 56 seconds West along said North right-of-way line, a distance of 193.97 feet to a found right-of-way marking being the point of intersection with said North right-of-way line and the East right-of-way line of State Route 249, as now established, thence departing said North right-of-way line North 62 degrees 17 minutes 04 seconds West along said East right-of-way line of State Route 249, a distance of 87.12 feet to a found right-of-way marker, thence continuing along said East right-of-way line North 13 degrees 27 minutes 06 seconds West, a distance of 117.33 feet, thence continuing along said East right-of-way line North 13 degrees 41

LEGAL DESCRIPTION CONTINUED ON NEXT PAGE

minutes 31 seconds West, a distance of 493.08 feet, thence departing said East right-of-way line South 88 degrees 13 minutes 47 seconds East, a distance of 434.48 feet, thence South 01 degrees 47 minutes 18 seconds East along said East line, a distance of 620.69 feet to the point of beginning;

AND EXCEPT All that part of Section 4, lying within the following tract: A tract of land in the Southwest Quarter of the Southwest Quarter of Section 3, and the Southeast Quarter of Section 4, Township 27 North, Range 32 West, Jasper County, Missouri, more particularly described as follows: Commencing at a found mag nail at the Southwest corner of said Section 3, as shown on corner document 600-86749, North 18 degrees 03 minutes 30 seconds West, a distance of 86.57 feet to an existing steel right-of-way marker and the point of beginning, thence North 01 degrees 47 minutes 18 seconds East, a distance of 620.69 feet to a set 5/8 bar with MoDot cap, thence South 25 degrees 34 minutes 39 seconds East a distance of 570.55 feet to a set 5/8 bar with MoDot cap, thence South 68 degrees 17 minutes 46 seconds West a distance of 285.97 feet to the point of beginning.

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

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

Patterson McReynolds Land Co., LLC

By: _____
Allen McReynolds, IV, General Manager

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

On this 21st day of March, 2018 before me, appeared Allen McReynolds, IV, to me personally known, who being by me duly sworn, did say that he is the General Manager of Patterson McReynolds Land Co., LLC, a Missouri Limited Liability Company and that said instrument was signed in behalf of said Limited Liability Company by authority of its Members and Allen McReynolds, IV acknowledged said instrument to be the free act and deed of said Limited Liability Company.

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

BRENDA R. REYNOLDS
Notary Public - Notary Seal
State of Missouri, Jasper County
Commission # 14429341
My Commission Expires Aug. 18, 2018

_____
Brenda R. Reynolds, Notary Public
My Term Expires: August 18, 2018

BRENDA R. REYNOLDS
Notary Public - Notary Seal
State of Missouri, Jasper County
Commission # 14429341
My Commission Expires Aug. 18, 2018

Recorded In Jasper County, Missouri
Recording Date/Time: 04/03/2020 at 01:43:15 PM
Book: 2535 Page: 443
Instr #: 2020004555
Type: WD
Pages: 4
Fee: $33.00 S

Electronically Recorded

SEAL

Charlotte Pickering
Recorder of Deeds

Form reviewed and approved by:
Kendall R. McPhail
Attorney at Law
2838 S. Ingram Mill Rd.
Springfield, MO 65804
Missouri Bar No: 31363

WACO Title Company Joplin
File No. 2001114-124

General Warranty Deed

THIS DEED, Made and entered into this 2nd day of **April, 2020**, by and between **RUTH DOUGLAS, A SINGLE PERSON**, as Grantor, and **ACME LAND COMPANY, A DELAWARE CORPORATION**, as Grantee, whose mailing address is:
405 W. 5th Street, Joplin, MO 64801

WITNESSETH, that the Grantor, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm unto Grantee, Grantee's heirs and assigns, the following described lots, tracts and parcels of land situated in the County of **JASPER** and State of **Missouri**, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee and unto Grantee's heirs and assigns forever; the Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that Grantor has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by Grantor or those under whom Grantor claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that Grantor will warrant and defend the title to the said premises unto Grantee and unto Grantee's heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the Grantor or Grantee, the words "Grantor" and "Grantee" will be construed to read "Grantors" and "Grantees" whenever the sense of this Deed requires.

GRANTOR HEREIN STATES THAT JERRY B. DOUGLAS DIED ON MARCH 6TH, 2019 AT THE TIME OF HIS DEATH HE WAS MARRIED TO RUTH DOUGLAS.

IN WITNESS WHEREOF, the Grantor has hereunto executed this instrument on the day and year above written.

Ruth Douglas
RUTH DOUGLAS

STATE OF MO)
) ss
COUNTY OF Cass)

On this 2nd day of April, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **RUTH DOUGLAS** to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that she executed the same for the purposes therein stated and as her free act and deed, and the said further declared that she is single.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in the County and State the day and year first above written.

Patricia Van Black
Patricia Van Black
Notary Public within and for said County and State

My commission expires:

PATRICIA VAN BLACK
Notary Public - Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires: Dec. 21, 2021
Commission #13551920

Exhibit "A"

Tract 1: Commencing at the Northwest corner of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 4, Township 27, Range 32 in Jasper County, Missouri, thence South 600 feet, thence East 600 feet, thence North 600 feet, thence West 600 feet, to the Point of Beginning.

Tract 2: A tract of Land lying in the Southwest Quarter of the Northeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, described as follows: Beginning at the Northeast corner of said Southwest Quarter of the Northeast Quarter, thence South 959.75 feet along the East line of said Southwest Quarter of the Northeast Quarter, thence West 736.14 feet parallel with the South line of said Southwest of the Northeast Quarter, thence North 959.34 feet parallel with the West line of said Southwest Quarter of the Northeast Quarter, thence East 734.85 feet along the North line of said Southwest Quarter of the Northeast Quarter, to the Point of Beginning,

and also a perpetual easement in favor of the above-described named Grantees, their heirs, successors and assigns to run with the above described land for ingress and egress purposes and legally described as beginning in the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 4, Township 27, Range 32, in Jasper County, Missouri, thence South 600 feet to the North Right-of-Way line of certain County Road being the Point of Beginning, thence East 600 feet more or less to the boundary line of the above described real estate, thence South 20 feet, thence West 600 feet more or less to the Quarter-Quarter Section line where it adjoins said County Road, thence North 20 feet to the Point of Beginning said easement to run with the above described Land.

Tract 3: All of the West Half (W1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 4, Township 27, Range 32, together with a permanent right of ingress and egress running with the above-described Land over an easement described as commencing at the junction of the North right-of-way of U.S. Highway 66, and the Southwest corner of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 4, Township 27, Range 32, thence North and parallel to the Quarter-Quarter Section line 1300 feet more or less to a point 25 feet North of the Southwest corner of the West Half (W1/2) of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 4, Township 27, Range 32, thence East 16 feet thence South 1300 feet more or less and parallel to the Quarter-Quarter Section Line and to the North line of U.S. Highway 66 right-of-way, thence West 16 feet along said North line of U.S. Highway 66 right-of-way to the Point of Beginning;

ALSO subject to the right of ingress and egress over said above-described easement in favor of Anne E. Davis, her heirs, successors, and assigns, and said easement to run forever with the land described as the Northeast Quarter (NE1/4) of Section 4, Township 27, Range 32;

EXCEPT HOWEVER,

Beginning in the Southeast corner of the Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section Four (4), Township Twenty-Seven (27), Range Thirty-Two (32), at which is situated a two inch gas pipe, thence West 667.77 feet more or less to the Point of Beginning, thence West again 667.77 feet to an iron pin found in the Southeast corner of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section Four (4), Township Twenty-Seven (27), Range Thirty-Two (32), thence North 440 feet to an iron pin, thence East 667.91 feet, thence South 440 feet to the Point of Beginning plus an existing road easement Sixteen feet (16') wide beginning at the North right-of-way line of 7th Street also known as Route 66 Highway and running due North on the East side of the quarter section-section line to the Northwest corner of the above described real estate which easement shall run with the above described land.

Tract 4: All of the East Half of the Northeast Quarter of the Southwest Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, EXCEPT the South 440 feet thereof and subject to a certain 20 foot wide ingress and egress easement on the North 20 feet thereof, together with a perpetual easement in favor of Leon and

Joyce Krutsinger and Robert and Mary Jane Smith, their heirs, successors and assigns, to run with the above described Tract, which easement shall be for ingress and egress purposes and is described as beginning in the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 4, Township 27, Range 32, thence South 600 feet to the Point of Beginning on the North edge of a certain County road, thence South 718.98 feet to the limestone situated at the center of Section 4, Township 27, Range 33, thence West along the Section/Section line 666.83 feet to an iron pin, thence South 20 feet, thence East and parallel to the Quarter/Quarter Section line 686.83 feet, thence North 738.98 feet, thence West 20 feet to the Point of Beginning.

Subject to easements, restrictions, reservations, and covenants of record, if any.

Recorded in Jasper County, Missouri
Recording Date/Time: **03/21/2018** at **03:31:26 PM**
Book: **2462** Page: **310**
Instr #: 2018003780
Type: WD
Pages: 4
Fee: $33.00 S

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Corporation Warranty Deed

THIS INDENTURE, Made and entered into this 21st day of March, 2018 by and between

Patterson McReynolds Land Co., LLC, a Missouri Limited Liability Company

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

Acme Land Company, a Delaware Corporation

hereinafter referred to as GRANTEE, whether one or more.

(Grantee's mailing address is PO Box 66, Joplin, MO 64802-0066

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

Tract 1: All of the Southwest Quarter of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, Except the following described tracts:

Except All that part of the Southwest Quarter of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, described as Beginning 40 feet North and 55 feet East of the Southwest corner of said Southwest Quarter of the Southeast Quarter, thence East 199.5 feet, thence North 250 feet, thence West 199.5 feet, thence South 250 feet to the Point of Beginning;

Except a part of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, described as follows: Beginning at a point 40 feet North and 254.5 feet East of the Southwest corner of the Southeast Quarter of Section 4, Township 27, Range 32, thence North 250 feet, thence East 100 feet, thence South 250 feet, thence West 100 feet to the Point of Beginning;

Except All of a tract of land described as Beginning at a point 627 feet West of the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 4, Township 27, Range 32, thence West 209 feet, thence North 209 feet, thence East 209 feet, thence South 209 feet, to the Place of Beginning, Jasper County, Missouri;

Except a tract of land described as Commencing at the Southwest corner of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, thence South 89 degrees 53 minutes 31 seconds East along the South line of Section 4, 707.25 feet to the Point of Beginning, thence North 0 degrees 33 minutes 56 seconds East 209.0 feet, thence South 89 degrees 53 minutes 31 seconds East 15.0 feet, thence South 0 degrees 33 minutes 56 seconds West 209.0 feet, thence North 89 degrees 53 minutes 31

LEGAL DESCRIPTION CONTINUED ON NEXT PAGE

1751652 ABBEY-J

seconds West 15.0 feet to the Point of Beginning, Except Highway Right-of-way on the South side thereof;

Except All of a tract of land described as Commencing at the Southwest corner of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, thence South 89 degrees 53 minutes 31 seconds East along the South line of Section 4, 489.40 feet to the Point of Beginning, thence North 0 degrees 27 minutes 56 seconds East 466.68 feet, thence South 89 degrees 53 minutes 31 seconds East 233.67 feet, thence South 0 degrees 33 minutes 56 seconds West 257.69 feet, thence North 89 degrees 53 minutes 31 seconds West 209.0 feet, thence South 0 degrees 33 minutes 56 seconds West 209.0 feet, thence North 89 degrees 53 minutes 56 seconds West 23.85 feet to the Point of Beginning, Except Highway Right-of-way on the South side thereof;

Except All of a tract of land described as follows: Beginning at a Point 40 feet North and 354.5 feet East of the Southwest corner of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, thence North 250 feet, thence East 135 feet, thence South 250 feet, thence West 135 feet to the Point of Beginning, Together with Easement of Private Road along the East side thereof;

Except, All of a tract of land described as follows: Commencing at a point 40.0 feet North and 489.50 feet East of the South Quarter corner of Section 4, Township 27, Range 32, Jasper County, Missouri, thence North 250.0 feet to the Point of Beginning, thence West 235.0 feet, thence North 180.0 feet, thence East 235.0 feet, thence South 180.0 feet to the Point of Beginning;

Except All that part of the Southwest Quarter of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, described as Commencing at the Northeast corner of the South One-half of the Southeast Quarter of Section 4, thence North 89 degrees 53 minutes 13 seconds West along the North line of said South One-half of the Southeast Quarter 1338.19 feet, thence South 0 degrees 33 minutes 56 seconds West 852.15 feet, thence North 88 degrees 50 minutes 39 seconds West 407.0 feet to the Point of Beginning, thence South 0 degrees 33 minutes 56 seconds West 440.0 feet, more or less, to the North line of Missouri State Highway 66, thence North 88 degrees 50 minutes 39 seconds West 120 feet, thence North 0 degrees 33 minutes 56 seconds East 440.0 feet more or less to an iron pin, thence South 88 degrees 50 minutes 39 seconds East 120.0 feet to the Point of Beginning;

Except a tract of land described as Commencing at the Northeast corner of the South One-half of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, thence North 89 degrees 53 minutes 13 seconds West along the North line of said South One-half of the Southeast Quarter 1338.19 feet, thence South 0 degrees 33 minutes 56 seconds West 852.15 feet, thence North 88 degrees 50 minutes 39 seconds West 125.0 feet to the Point of Beginning, thence South 0 degrees 33 minutes 56 seconds West 440.0 feet, more or less, to the North line of Missouri State Highway 66, thence North 88 degrees 50 minutes 39 seconds West 282.0 feet, thence North 0 degrees 33 minutes 56 seconds East 440.0 feet more or less to a point West of the point of beginning, thence South 88 degrees 50 minutes 39 seconds East 282.0 feet to the Point of Beginning;

Except All that part of the Southwest Quarter of the Southeast Quarter of Section 4, Township 27, Range 32, Jasper County, Missouri, described as Commencing at the Northeast corner of the South One-half of the Southeast Quarter of Section 4, thence North 89 degrees 53 minutes 13 seconds West along the North line of said South One-half of the Southeast Quarter 1338.19 feet, thence South 0 degrees 33 minutes 56 seconds West 852.15 feet to the Point of Beginning, thence South 0 degrees 33 minutes 56 seconds West 440.0 feet, more or less, to the North line of Missouri State Highway 66, thence North 88 degrees 50 minutes 39 seconds West 125.0 feet, thence North 0 degrees 33 minutes 56 seconds East 440.0 feet, more or less, to an iron pin, thence South 88 degrees 50 minutes 39 seconds East 125.0 feet to the Point of Beginning.

LEGAL DESCRIPTION CONTINUED ON NEXT PAGE

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

Business #3: Does the business sell liquor? _____ Yes _____ No (Over)

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____ Yes _____ No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

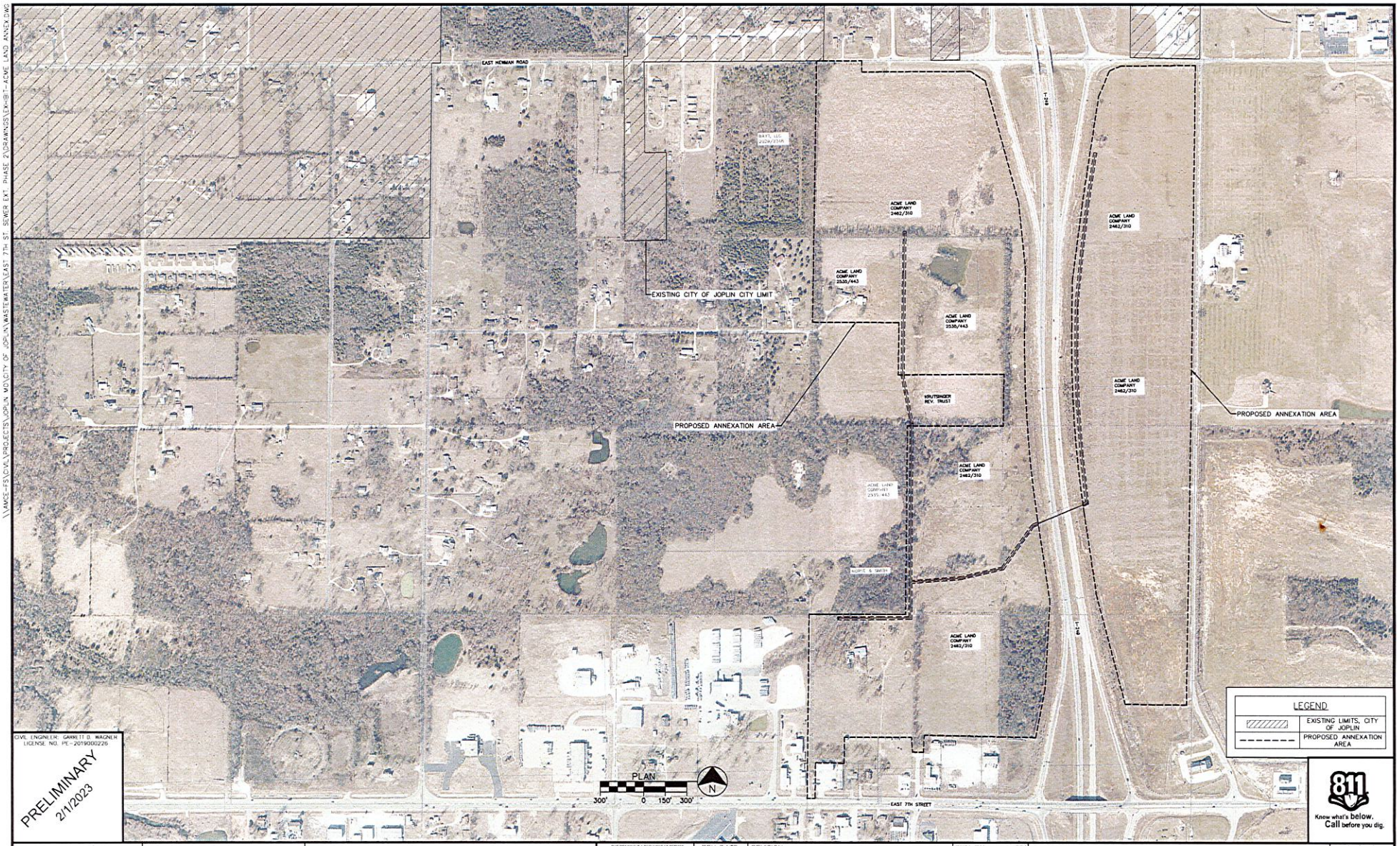
Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____ Yes _____ No

MMENTS



\\AMCE-FS\CIVIL\PROJECTS\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\EAST 7TH ST. SEWER EXT. PHASE 2\DRAWINGS\EX-01-ACME LAND ANNEX.DWG

CIVIL ENGINEER: GARRETT D. WAGNER
LICENSE NO. PE-2019000226

PRELIMINARY
2/1/2023

CITY OF Joplin

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

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

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

CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

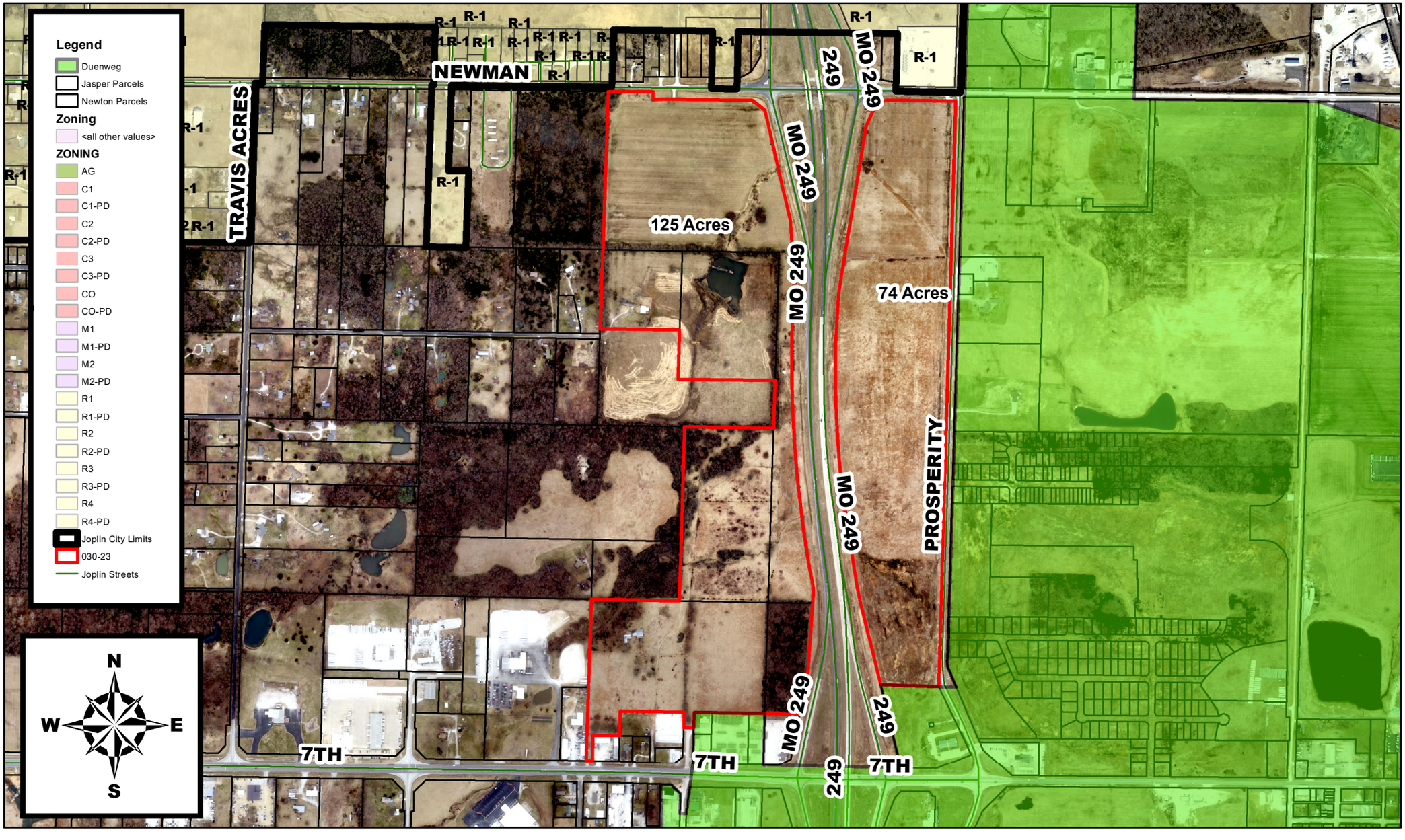
REV DATE:	REVISION:	
		DWN BY: CSJ
		CKD BY:
		APD BY:
		DATE: 02/2023

EAST 7TH STREET EXTENSION PHASE 2

PROPOSED 7TH AND I-249 ANNEXATION AREA

DWG NO.
EX-A

Case 030-23 - Voluntary Annexation



Property East and West of Highway I-249 and South of Newman Rd - Voluntary Annexation - A request to Voluntarily Annex into the Corporate Limits of the City of Joplin, MO, Jasper County - Raymon Sharp

P & Z Case 030-23
ACME Land Co.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-271 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located along Missouri Highway I-249 South of Newman Rd.

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

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

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

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

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

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

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

ALL THAT PART OF THE NORTHEAST FRACTIONAL ¼ AND THAT PART OF THE SOUTHEAST ¼ OF SECTION 4, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN AND BASELINE ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, JASPER COUNTY MISSOURI DESCRIBED AS FOLLOWS:

(WEST TRACT) - COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID SECTION 4, THENCE NORTH 89 DEGREES, 15 MINUTES WEST ALONG THE NORTH LINE OF SAID SECTION 2666.47 FEET TO THE NORTHWEST CORNER OF SAID NORTHEAST FRACTIONAL ¼; THENCE SOUTH 1 DEGREE, 54 MINUTES, 18 SECONDS WEST ALONG THE WEST LINE OF SAID FRACTIONAL ¼ A DISTANCE OF 30 FEET TO THE APPARENT SOUTH RIGHT-OF-

WAY LINE OF EAST NEWMAN ROAD AND THE POINT OF BEGINNING. THENCE SOUTH 89 DEGREES, 15 MINUTES, EAST ALONG SAID RIGHT-OF-WAY LINE 316 FEET TO THE MISSOURI STATE HIGHWAY ROUTE 249 RIGHT-OF-WAY; THENCE ALONG SAID HIGHWAY RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 0 DEGREES, 46 MINUTES, 16 SECONDS WEST 95.93 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 89 DEGREES, 13 MINUTES, 44 SECONDS EAST 754.59 FEET; THENCE SOUTH 56 DEGREES, 25 MINUTES, 57 SECONDS EAST 121.79 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 14 DEGREES, 13 MINTUES, 32 SECONDS EAST 82.04 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 14 DEGREES, 13 MINUTES, 32 SECONDS EAST 803.63 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 4 DEGREES, 41 MINUTES, 28 SECONDS EAST 469.82 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 8366.12 FEET, ARC LENGTH OF 1360.1 FEET, ON A CHORD BEARING OF SOUTH 2 DEGREES, 44 MINUTES, 28 SECONDS EAST A CHORD DISTANCE OF 1358.61 FEET; THENCE SOUTH 7 DEGREES, 23 MINUTES, 55 SECONDS EAST 579.22 FEET TO A RIGHT-OF-WAY MARKER; THENCE SOUTH 4 DEGREES, 20 MINUTES, 55 SECONDS WEST 611.4 FEET; THENCE SOUTH 12 DEGREES, 04 MINUTES, 35 SECONDS WEST ALONG SAID HIGHWAY RIGHT-OF-WAY 341.16 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF THE “ACME LAND COMPANY TRACT” DESCRIBED IN BOOK 2642 AT PAGE 310; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID TRACT OF LAND THE FOLLOWING COURSES AND DISTANCES: NORTH 87 DEGREES, 50 MINUTES, 04 SECONDS WEST 776.2 FEET; THENCE SOUTH 3 DEGREES, 04 MINUTES, 42 SECONDS WEST 117.93 FEET TO THE MISSOURI STATE HIGHWAY ACCESS RIGHT-OF-WAY; THENCE NORTH 87 DEGREES, 47 MINUTES, 06 WEST ALONG SAID RIGHT-OF-WAY 77 FEET; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 2 DEGREES, 38 MINUTES, 14 WEST 102.59 FEET; THENCE NORTH 88 DEGREES, 55 MINUTES, 13 SECONDS WEST 465.53 FEET; THENCE SOUTH 1 DEGREE, 48 MINUTES, 02 SECONDS WEST 180 FEET; THENCE NORTH 88 DEGREES, 11 MINUTES, 58 SECONDS WEST 199.5 FEET; THENCE SOUTH 1 DEGREE, 48 MINUTES, 02 SECONDS WEST 250 FEET TO THE NORTH RIGHT-OF-WAY LINE OF EAST 7TH STREET; THENCE NORTH 88 DEGREES, 11 MINUTES, 58 SECONDS WEST 55.07 FEET ALONG SAID RIGHT-OF-WAY LINE 55.07 FEET TO THE WEST LINE OF SAID SOUTHEAST ¼ OF SECTION 4; THENCE NORTH 1 DEGREE, 42 MINUTES, 04 SECONDS EAST ALONG THE WEST LINE OF SAID ¼ A DISTANCE OF 1284.08 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SAID SOUTHEAST ¼; THENCE SOUTH 88 DEGREES, 52 MINUTES EAST ALONG THE NORTH LINE OF SAID ¼-¼ A DISTANCE OF 669.71 FEET TO THE SOUTHWEST CORNER OF THE EAST ½ OF THE NORTHWEST ¼ OF SAID SOUTHEAST ¼; THENCE NORTH 1 DEGREE, 37 MINUTES, 49 SECONDS EAST ALONG THE WEST LINE OF EAST ½ OF SAID A DISTANCE OF 1319.51 TO AN IRON PIN FOUND AT THE NORTHWEST CORNER THEREOF; THENCE SOUTH 88 DEGREES, 54 MINUTES, 54 SECONDS EAST ALONG THE NORTH LINE OF SAID ¼-¼ (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) A DISTANCE OF 668.72 FEET TO AN IRON PIN FOUND AT THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼; THENCE NORTH 1 DEGREE, 49 MINUTES, 10 SECONDS EAST ALONG EAST LINE OF SAID ¼-¼ (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT

DESCRIBED IN BOOK 2519 AT PAGE 146) A DISTANCE OF 360.28 TO AN IRON PIN FOUND; THENCE NORTH 88 DEGREES, 55 MINUTES, 41 SECONDS WEST (ALONG THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) 736.42 FEET TO AN IRON PIN FOUND; THENCE NORTH 1 DEGREE, 53 MINUTES, 25 SECONDS EAST (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) 359.27 FEET TO AN IRON PIN FOUND; THENCE NORTH 88 DEGREES, 48 MINUTES, 46 SECONDS WEST (THE SAME BEING THE BOUNDARY OF THE KRUTSINGER TRUST TRACT DESCRIBED IN BOOK 2519 AT PAGE 146) 599.81 FEET TO AN IRON PIN FOUND ON THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 4; THENCE NORTH 1 DEGREE, 54 MINUTES, 18 SECONDS EAST ALONG THE WEST LINE OF SAID ¼ A DISTANCE OF 1795.62 FEET TO THE POINT OF BEGINNING. CONTAINING 125.5 ACRES, MORE OR LESS.

TOGETHER WITH: (EAST TRACT) - COMMENCING AT AN IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE SOUTH 1 DEGREE, 44 MINUTES, 26 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 43.93 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST NEWMAN ROAD (IF EXTENDED); THENCE NORTH 89 DEGREES, 13 MINUTES, 44 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 30 FEET TO THE WEST RIGHT-OF-WAY LINE OF PROSPERITY ROAD AND THE POINT OF BEGINNING; THENCE SOUTH 1 DEGREE, 44 MINUTES, 26 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE 2517.3 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 (SAID POINT BEING 30 FEET WEST OF AN IRON PIN FOUND AT THE EAST ¼ CORNER OF SAID SECTION 4); THENCE SOUTH 2 DEGREES, 01 MINUTE, 08 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 1776.81 FEET; THENCE SOUTH 1 DEGREE, 14 MINUTES, 37 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 169.5 FEET TO THE NORTH LINE OF THE “FCS FINANCIAL TRACT” DESCRIBED IN BOOK 2264 AT PAGE 269; THENCE NORTH 88 DEGREES, 18 MINUTES, 39 SECONDS WEST ALONG THE NORTH LINE OF SAID DESCRIBED TRACT 428.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY ROUTE 249; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: NORTH 13 DEGREES, 42 MINUTES, 05 SECONDS WEST 784.51 FEET TO A RIGHT-OF-WAY MARKER FOUND; THENCE NORTH 7 DEGREES, 23 MINUTES, 55 SECONDS WEST 579.22 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 8038.04 FEET, ARC LENGTH OF 1306.77 FEET, ON A CHORD BEARING OF NORTH 2 DEGREES, 44 MINUTES, 29 SECONDS EAST A CHORD DISTANCE OF 1305.33 FEET; THENCE NORTH 1 DEGREE, 54 MINUTES, 58 SECONDS EAST 322.46 FEET; THENCE NORTH 8 DEGREES, 18 MINUTES, 33 SECONDS EAST 539.29 FEET; THENCE NORTH 9 DEGREES, 36 MINUTES, 46 SECONDS EAST 761.95 FEET; THENCE NORTH 24 DEGREES, 14 MINUTES, 39 SECONDS EAST 193.39 FEET; THENCE NORTH 68 DEGREES, 57 MINUTES, 54 SECONDS EAST 88.34 FEET; THENCE SOUTH 89 DEGREES, 13 MINUTES, 44 SECONDS EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST NEWMAN ROAD 515.87 FEET TO THE POINT OF BEGINNING. CONTAINING 74 ACRES, MORE OR LESS.

*BEING SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS, COVENANTS, AND RESERVATIONS OF RECORD.

*BEARINGS BASED UPON GRID NORTH, THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WESTERN ZONE.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney