JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, July 7, 2025
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

   1. Joplin Recycling Education & Outreach Plan

      Documents:

      JOPLIN REO CITY COUNCIL PRESENTATION.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2025-272
      AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 2602 S Wall Ave, Joplin, Jasper County, Missouri. (Planning and Zoning Commission Recommends Approval)

Recommends Approval)

Documents:

272SUMMARY.PDF
019-25REPORT.PDF
272MINUTES.PDF
019-25APP.PDF
272MAP.PDF
CB2025-272.PDF

3. COUNCIL BILL NO. 2025-273
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 4106 E Zora Street, Joplin, Jasper County, Missouri. (Planning and Zoning Commission Recommends Approval)

Documents:

273SUMMARY.PDF
020-25REPORT.PDF
273MINUTES.PDF
020-25APP.PDF
273MAP.PDF
CB2025-273.PDF

8. Consent Agenda

1. Minutes Of The June 16, 2025, City Council Meeting

Documents:

JUNE 16, 2025 MINUTES.PDF

2. COUNCIL BILL NO. 2025-125
AN ORDINANCE approving the City of Joplin to enter into an agreement with Sunrise Elevator Company, Inc in the amount of Six Hundred Thirty-Six Thousand Three Hundred Forty-Eight and 00/100 dollars ($636,348.00) for the construction of the City Hall Elevator Modernization project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-125.PDF

3. COUNCIL BILL NO. 2025-127

AN ORDINANCE approving Amendment 1 to Work Authorization OLS-WIL-03 with Olsson in the not to exceed amount of Ninety-Eight Thousand and 00/100 dollars ($98,000.00) for professional engineering services for the Willow Branch 7th Street Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-127.PDF

4. COUNCIL BILL NO. 2025-128
AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC22-02 with Olsson in the not to exceed amount of One Hundred Eight Thousand Three Hundred Fifty and 00/100 dollars ($108,350.00) for professional engineering consulting services for the design of the Grand Falls Trail; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-128.PDF

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2025-130
AN ORDINANCE approving the City of Joplin to enter into an agreement with AT&T Enterprises, LLC in the amount of One Hundred Forty-Eight Thousand Seven Hundred Twenty-Seven and 28/100 dollars ($148,727.28) for facility relocations required for the Zora Street Improvements Phase 2 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2025-130 ATT ZORA RELOCATION PHASE 2 SUMMARY SHEET.PDF
CB2025-130 ATT ZORA RELOCATION PHASE 2 ORDINANCE.PDF
CB2025-130 ATT ZORA RELOCATION PHASE 2 AGREEMENT.PDF
CB2025-130 ATT ZORA PHASE 2 LOCATION MAP.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2025-004
AN ORDINANCE Approving a ground lease agreement with Jasper County Emergency Services Board (Jasper County 911-JASCO); allowing JASCO-911 to construct a communications tower on the premises; establishing terms for the use of a communications tower by both Parties; and determining a

for the use of a communications tower by both Parties; and determining a time for the ordinance to become effective.

Documents:

CB2025-004 SUMMARY SHEET.PDF
CB2025-004 GROUND LEASE.PDF
CB2025-004 GROUND LEASE AGREEMENT EXH A.PDF

2. COUNCIL BILL NO. 2025-122
AN ORDINANCE approving a construction agreement with Microsurfacing Contractors LLC in the amount of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) for the Microsurfacing 2025 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-122 MICROSURFACING 2025 SUMMARY (2).PDF
CB2025-122 MICROSURFACING 2025 ORDINANCE.PDF
CB2025-122 MICROSURFACING 2025 BID SUMMARY.PDF
CB2025-122 MICROSURFACING 2025 LOCAL FUND JOPLIN CONSTRUCTION CONTRACT.PDF
CB2025-122 MICROSURFACING 2025 MAPS.PDF

3. COUNCIL BILL NO. 2025-126
AN ORDINANCE approving an agreement with Grizzly Contracting & Supply Co. LLC, to provide sanitary sewer service to a property located adjacent to Briaroaks Lane in Newton County, Missouri, authorizing the City Manager to execute or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

Documents:

CB2025-126 - OUT OF TOWN SEWER AGREEMENT - GRIZZLY - SUMMARY.PDF
CB2025-126 - OUT OF TOWN SEWER AGREEMENT - GRIZZLY - ORDINANCE.PDF
CB2025-126 - OUT OF TOWN SEWER AGREEMENT - GRIZZLY.PDF
CB2025-126 - OUT OF TOWN SEWER AGREEMENT - GRIZZLY - EXHIBIT MAP.PDF

4. COUNCIL BILL NO. 2025-614
AN ORDINANCE approving the issuance of a Purchase Order to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software, as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025, was budgeted and approved for by Council during the budget process and finalized by Council Bill 2024-514 on October 21, 2024; and containing an effective date.

Documents:

2025-614 MSEA SUMMARY SHEET.PDF
CB2025-614 MSEA COUNCIL BILL.PDF
2025MS_EA_RENEWAL.PDF

12. **Ordinances - Second Reading And Third Reading**

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, And To Discuss Leasing, Purchase Or Sale Of Real Estate By A Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Thereof, Pursuant To State Law; As Set Forth In Section 610.021 (1) (2) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session

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 3rd day of July 2025 (RSMo 610.020)

BURNS McDONNELL

JOPLIN
RECYCLING EDUCATION & OUTREACH PLAN

July 7, 2025

Joplin City Council Meeting

Agenda

1. Project Overview
2. Current System Overview
3. Community Survey Results
4. Community Input Results
5. Recommended Strategies & Messaging
6. Next Steps

PROJECT OVERVIEW

Project Overview

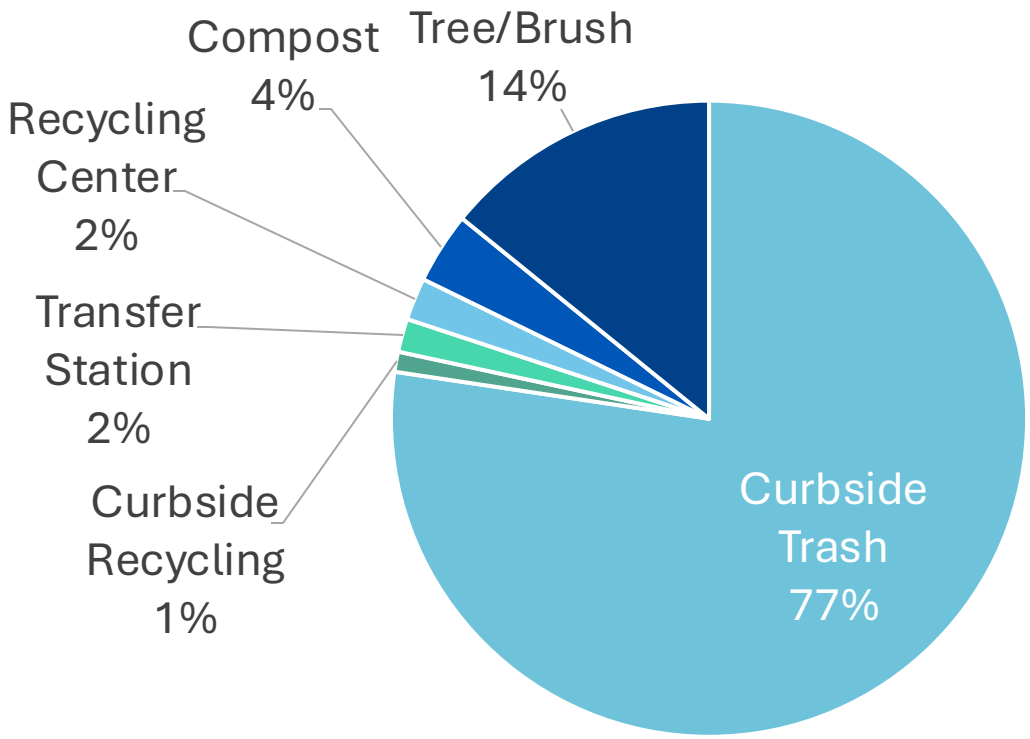
- The City of Joplin received $1.7M from the EPA for REO (June 2024)
  - Burns & McDonnell was contracted in October 2024
- Researched Best Management Practices
- Evaluated Benchmark Communities
- Conducted Community Engagement Activities
  - Third Thursdays (x2)
  - Community Open House
  - Focus Group
  - Hauler Interviews
  - Community Survey
- Developed REO Plan



CURRENT SYSTEM OVERVIEW

Current System Overview

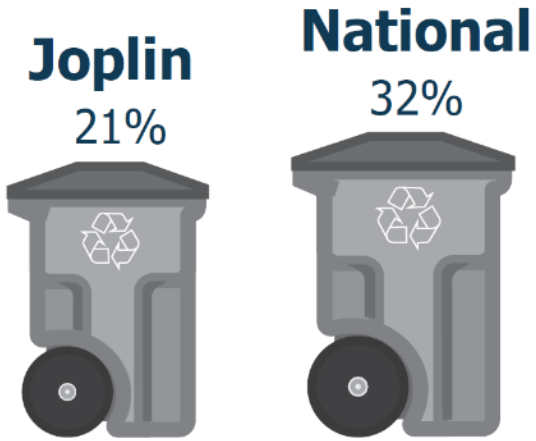
Residential Waste Generation



Two Ways to Recycle

- Optional Curbside Subscription
  - $4.77 / month
  - Only 10% of residents currently subscribe
- Recycling Center
  - Popular and well utilized

Recycling, Brush, and Yard Waste Diversion Rate Comparison



Current System Overview

Best Management Practices

- Accessibility
  - Provide Bins
- Consistency
  - Repeated Messaging
- Direct Engagement
  - Face-to-Face and Door-to-Door
- Motivating Language
  - Easy, Smart, Natural, Simple

Granite Falls, Minnesota

89% increase in tonnage when recycling bins were introduced for all residents



COMMUNITY SURVEY

RESULTS

Community Survey Results

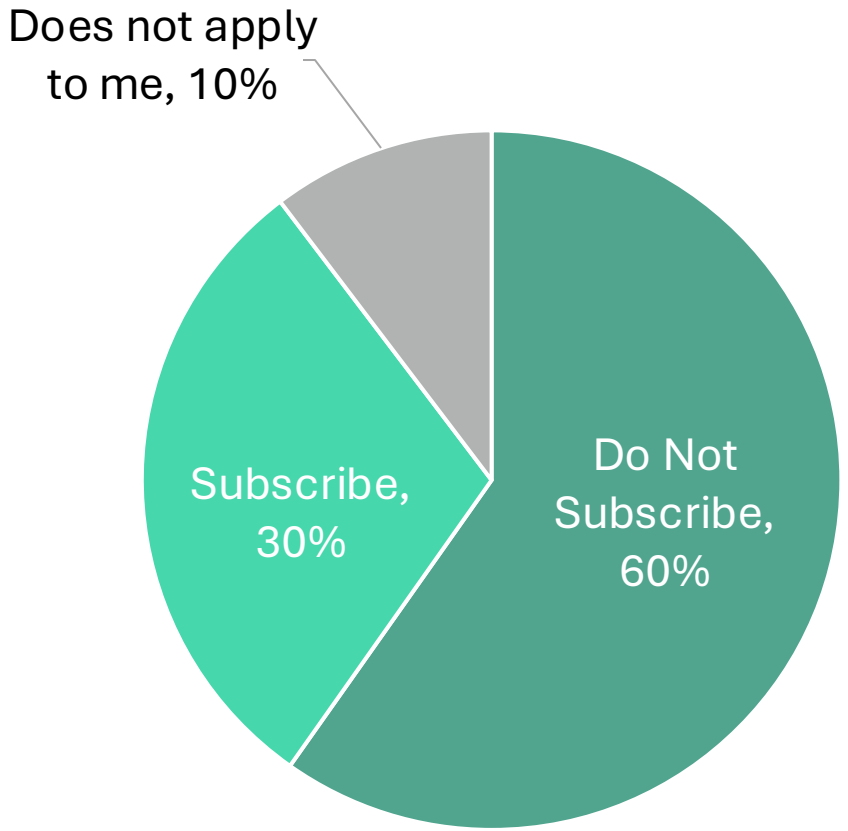
Demographic Overview

- 241 survey respondents
  - April 17 to May 19
- 77% were residents of Joplin
- 85% live in a single-family home
- Even distribution across age groups
- Even distribution of household sizes 1-5+

- Evaluated results for both sets of data: subscribers and non-subscribers

Survey Response:

Subscribe to Curbside Recycling?



Challenges to Recycling

- Recycling is confusing for over a quarter of respondents – 27%
- Not aware of the curbside program – 29%
- Cost is a barrier for over half of respondents – 38%
- Strong majority find recycling important and makes a difference – 77%
- Mistrust that recyclables get recycling and don't end up in a landfill – 21%



Community Survey Results

Trust in Sources

- Subscribers are trustful of all entities
- Overall, both subscribers and non-subscribers have strong trust in all sources

Sources of Information – Subscribers vs Non-Subscribers

	Trust	
Source	**Subscribers**	**Non-subscribers**
City of Joplin	80%	57%
Trash / Recycling Provider	80%	47%
Neighborhood or Community Groups	62%	47%
School (Child's school or university)	69%	50%
Environmental Advocacy Group	70%	53%
News Outlets	52%	43%
Friends	62%	53%
Family	59%	57%

COMMUNITY INPUT

RESULTS

Activities & Key Findings

Community Input Activities

- Third Thursdays – April and May
- Open House – Library, 15 attendees
- Focus Group – Wildcat Glades, 15 attendees
- Hauler Interviews – Republic Services and GFL



Overall Key Findings

- Community lacks information about recycling options
- If they have information its often misinformation or distrust
- The community has the desire to recycle and believes it is the right thing to do
- Recycling needs to be easy for them to participate

RECOMMENDED STRATEGIES & MESSAGING

Recommended Strategies & Messaging

Proposed Objectives

- Build Trust in Recycling
- Increase Awareness of Recycling Programs
  - Increase participation in curbside
  - Increase participation in drop off
  - Educate the next generation
  - Increase awareness of cardboard recycling service for businesses / commercial
  - Promote diversion of yard waste and food waste



Recommended Strategies & Messaging

Key Message:

Recycling is easy and makes a difference

- Curbside recycling is easy.
- Drop-off recycling fits your schedule
- Businesses can recycle cardboard too
- Compost yard and brush
- Recycling materials are truly recycled

Recommended Strategies & Messaging

Methods of Communication

- Branded Joplin Recycling –
  - Consistency in messaging across all recycling options
  - Reposition curbside recycling as Joplin's service (powered by Republic)
- Robust presence on Joplin's website
- Social and online
- Direct mail
- Earned and paid media
- Community Events
- K-12 / Commercial Toolkit

NEXT STEPS

Next Steps

Implementation of the Recycling Education and Outreach Plan

- City request for proposals for a marketing firm
  - Proposals Due July 11th.
- Burns & McDonnell will continue to support implementation and tracking data

THANK YOU FOR YOUR TIME

Regional Case Studies

Municipality	Level of Service	Dedicated Recycling Education and Outreach Staff	Qualitative Level of Engagement with the Public	Qualitative Participation in Curbside Recycling
Columbia	Residents receive vouchers for free recycling bags 2X/year and can request additional vouchers through the City's vendor.	No, but a volunteer program specialist is available to assist with education and outreach efforts.	Medium	Medium
Olathe	Residents are provided with a 95-gallon recycle cart and can request additional carts for free.	No, but a communication & marketing specialist is available to assist with education and outreach efforts.	Low	High
Springfield	Residents have optional curbside recycling with an associated fee.	Yes, they have an education and outreach coordinator.	High	Low

Community Survey Results – Trusted Sources

- Key Opportunities to Increase Recycling
  - Willing to participate but need to see what the results
  - Respondents want to participate – 70% would be more likely to participate if service was reduced or free
- Sources of Information
  - Both recycling participants and non-participants responded consistently to these questions – methods are not impacting participation
  - TV – interested or neutral
  - Websites and email – 60% interested
  - Social Media – preference towards Instagram and Facebook
  - Physical Mail – interested or neutral
- Methods of Communication by Age
  - Online (websites) is the overall strongest method
  - Community – all ages are interested
  - Television – all ages are moderately interested

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-272 – Rezoning

MEETING DATE:
July 7, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 019-25: 2602 S Wall Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Turtle Turtle, LLC

BACKGROUND:

The property was destroyed after the tornado. The previous owners rebuilt and had a special use permit to operate after the tornado, and it has been a daycare ever since. The new owners purchased the property, and did not realize that the use was not permitted by right. Special use permits do not transfer with ownership, so rezoning creates permanent conditions to allow the use.

After the tornado, the City included commercial development planning into the 2012 Comprehensive Plan and established the W 26th St Corridor.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Randall Kraft stated that the property has been a daycare facility for 20 years, and that with the change of ownership, they are requesting a rezoning.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-272
Planning & Zoning Commission recommends approving Case 019-25 (7 in Favor, 0 Opposed, 0 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 019-25 A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial)

LOCATION 2602 S Wall Ave

APPLICANT Turtle Turtle, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Day Care	Approximately 0.25 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1 PD	R-1	R-1	R-3 PD
Land Use	Restaurant – Quick Serve	Vacant	Single-Family Home	Vacant/Apartments

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 26th St	Arterial	100′
S Wall Ave	Local	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

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

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

W 26th Street is identified as a commercial corridor/arterial street. The highest and best use for this property is C-1 (Neighborhood Commercial).

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The requested change in zoning will not detrimentally affect nearby properties. There is plenty of parking and a drive lane to support the use, and the structure has a residential exterior appearance.

DISCUSSION

The property was destroyed after the tornado. The previous owners rebuilt and had a special use permit to operate after the tornado, and it has been a daycare ever since. The new owners purchased the property, and did not realize that the use was not permitted by right. Special use permits do not transfer with ownership, so rezoning creates permanent conditions to allow the use.

After the tornado, the City included commercial development planning into the 2012 Comprehensive Plan and established the W 26th St Corridor.

Staff recommends approval of Case 019-25.

ENCLOSURES

- Map of property
- Application

CASE 019-25: Rezoning

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

Randall Kraft of 2701 S Bird Ave, Joplin, Missouri, stated that the request to rezone is due to the property being a daycare facility for 20 years and recently there had been a change in ownership, and with the change in ownership they are wanting to have the property correctly zoned.

MR. LANDIS MADE A MOTION TO APPROVE CASE 019-25. THIS CASE WAS SECONDED BY DR. ROSENBERG. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

Rezoning Application

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

Office Use Only
Case No.: 019-25
Filing Fee: $600.00
Received: 4/11/25
Date Advertised:
Proj. No.: 25-035
Public Hearing Date: 6/4/25

Applicant: Miracles Daycare Phone No.: 417-624-6565
Address: 2602 S. Wall Joplin, MO 64804 Email: rkraft@Kraftins.com
Owner: Turtle Turtle, LLC Phone No.: 417-624-6565
Address: 2701 Bird Ave. Joplin, MO 64804 Email: rkraft@Kraftins.com
Location of Property: 2602 S. Wall Ave. Joplin, MO 64804
Present Use of Property: Daycare
Proposed Use of Property: Daycare
Current Zoning: R1 Requested Zoning: C1

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Gringo's Resterant	C-1-PD
South	Residential	R-1 & R3
East	Vacant	R-1
West	Vacant	R-3

Character of the Neighborhood: Commercial corridor - 26th

Relationship to Existing Zoning Pattern:

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

If yes, explain: Daycare facility Required Commercial zoning

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: 26th & Wall Streets

Classification of Street(s):

Arterial ☒ Collector ☐ Local ☐

Right-of-Way Width: Standard

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

Has been daycare for 20+ years - under new ownership - getting zoning corrected

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

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

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

Signature: Ronald Kraft **Date:** 4-11-25

KRAFT
INSURANCE
SERVICES
WILSON-TURNER-GAVIN, INC
Providing Personal & Business Insurance Since 1925

PO Box 2667 (2701 Bird Ave.) Joplin, MO 64803
Ph: 417.624.6565 Fax: 417.624.0561 Email: rkraft@kraftins.com

April 11, 2025

RE: Rezoning of 2602 S Wall St- Miracles Daycare owned by Turtle Turtle, LLC

To whom it may concern,
Please let this letter serve as the statement describing the rezoning for the rezoning of the above listed property.

Property has been a daycare in Joplin for over 20 years, had been improperly zoned as R1 with series of inefficient and wasteful zoning variances. There is no expected impact in the rezoning in relation to what has been operated there in the past nor are there any changes in traffic conditions, fire hazards to the area. It is my understanding that this zoning change fits within the City of Joplin's long term plan objectives.

Please feel free to contact me if you need any additional information on this matter.

Thank You,

Randal Kraft, LUTCF/FSS
Kraft Insurance Services
Member of Turtle Turtle, LLC

Case 019-25: Rezoning



2602 S Wall Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Turtle Turtle, LLC

0 50 100 200 300 400
Feet

P & Z Case 019-25
Turtle Turtle, LLC
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-270 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 2602 S Wall Ave, Joplin, Jasper County, Missouri.

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

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

All of Lots 280 and 281 in Lukes Southern Addition to the city of Joplin, Jasper County, Missouri, according to the recorded plat thereof. (2602 S Wall).

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-273 – Rezoning

MEETING DATE:
July 7, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 020-25: 4106 E Zora St – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Toro Construction

BACKGROUND:

The owners of the property seek to remodel the house for an office use, to service their construction company. Any area where the applicant keeps a trailer or company vehicles will be parked on dust-free, all-weather surfaces. The applicant plans on adding/improving the parking area to accommodate this, and ADA compliant parking. They do not plan on utilizing the property for outdoor storage, and any Non-Residential Outdoor Storage will be required to comply with Article 4, Section 3, F.

C-1 districts do not generally permit uses that generate large amounts of traffic or are highly intensive. Given the surrounding character of development North of Zora, this use is considered compatible.

The applicant held a community meeting with residents in the neighborhood on April 28, 2025. There was no protest or opposition at this meeting.

PLANNING & ZONING COMMISSION TESTIMONY:

Christian Hamlin stated the request to rezone is so they can remodel the current property to be used as office space for their company.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-273
Planning & Zoning Commission recommends approving Case 020-25 (7 in Favor, 0 Opposed, 0 Absent)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 020-25 A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial)

LOCATION 4106 E Zora St

APPLICANT Toro Construction

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-Family Home	Approximately 3.6 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	Webb City	R-1	R-1	R-1
Land Use	Gas Station/Self-Storage Units	Single-Family Home	Single-Family Home	Single-Family Home

FUTURE LAND USE

The property is identified as Low-Density Residential on the future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E Zora St	Collector	50′
N Duquesne Rd	Arterial	80′/100′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

The south half of the property is within the flood plain. The portion of the site being used will not be located within the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map identifies the property as Low-Density Residential. City staff consider the surrounding pattern of development, and the existing infrastructure when making their recommendations.

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

With the addition of the roundabout on a high-trafficked intersection (Arterial and Collector streets), and with the commercial development outside of City limits, the highest and best use for this property is C-1 (Neighborhood Commercial).

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The requested zoning change will not detrimentally affect nearby property. The property is large enough and covered in dense vegetation that will provide screening for the adjacent residential properties. C-1 is intended to integrate with neighboring residential properties, and restricts uses to small to moderate retail, offices, and restaurants. Gas stations, large retail uses, and drive-drive-through restaurants are not permitted by right in C-1.

DISCUSSION

The owners of the property seek to remodel the house for an office use, to service their construction company. Any area where the applicant keeps a trailer or company vehicles will be parked on dust-free, all-weather surfaces. The applicant plans on adding/improving the parking area to accommodate this, and ADA compliant parking. They do not plan on utilizing the property for outdoor storage, and any Non-Residential Outdoor Storage will be required to comply with Article 4, Section 3, F.

C-1 districts do not generally permit uses that generate large amounts of traffic or are highly intensive. Given the surrounding character of development North of Zora, this use is considered compatible.

The applicant held a community meeting with residents in the neighborhood on April 28, 2025. There was no protest or opposition at this meeting.

Staff recommends approval of Case 020-25.

ENCLOSURES

- Map of property
- Application

CASE 020-25: REZONING

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

Christian Hamlin of 4106 E Zora, Joplin, Missouri, stated that the request to rezone is so he can remodel the current property to be used as an office space for his company.

Mr. Kimble asked the commission if there were any questions for the applicant.

Mr. Landis asked Mr. Hamlin what the future intended use of the property will be.

Mr. Hamlin stated that the property will be used as an office space for his company.

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

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

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 020-25. THIS MOTION WAS SECONDED BY MR. LANDIS. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

Rezoning Application

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

Office Use Only
Case No.: 020-25
Filing Fee: $600.00
Received: 5/1/25
Date Advertised:
Proj. No.: 25-037
Public Hearing Date: 6/9/25

Applicant: Christian Hamlin Phone No.: 417-850-0880
Address: 24 Cumbrian Dr, Bella Vista, AR Email: toroconstructionar@gmail.com
Owner: Toro Construction Phone No.:
Address: 4106 E Zora St. Email:
Location of Property: 4106 E Zora St.
Present Use of Property: Single-Family Residential
Proposed Use of Property: Office
Current Zoning: R-1 Requested Zoning: C-1

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Webb City - Commercial	Webb
South	Single-Family Residential	R-1
East	Single-Family Residential	R-1
West	Single-Family Residential	R-1

Character of the Neighborhood: Commercial + Low-Density Residential

Relationship to Existing Zoning Pattern:

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

If yes, explain: We plan to use the property as an office for our business.

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: E Zoca & N Duquesne

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Staff will complete

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: NA

Unique Characteristic of Property and/or Additional Comment:

For business office use

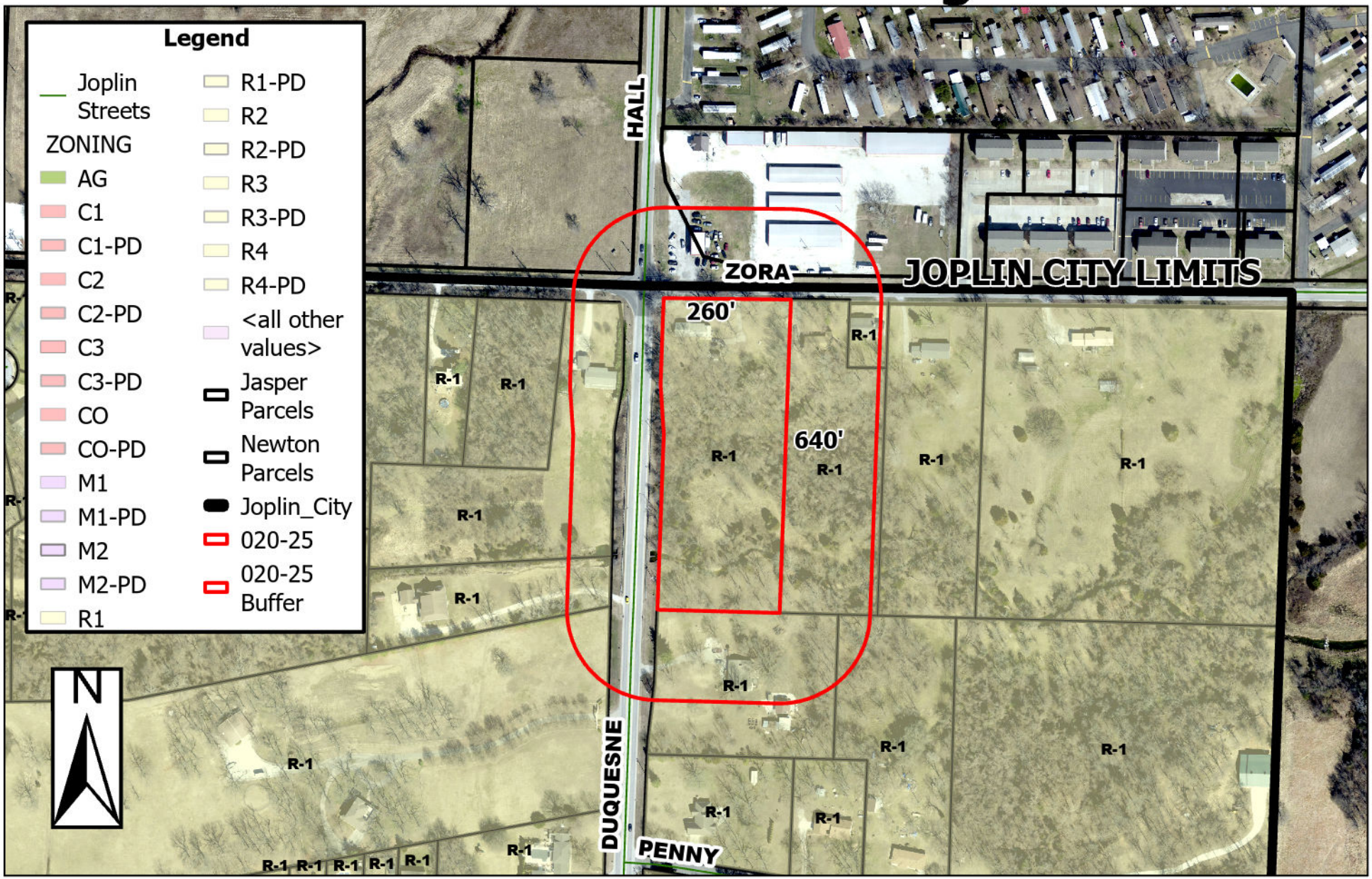
Submission of Documents: The following documents are **required** at time of submission.

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

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

Signature: _____ **Date:** 4-28-25

Case 020-25: Rezoning



4106 E Zora St – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Toro Construction

0 100 200 400 600 800 Feet

P & Z Case 020-25
Toro Construction
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-273 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 4106 E Zora Street, Joplin, Jasper County, Missouri.

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

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

A tract of land in the West One-half (W½) of the Northwest Quarter (NW¼) of Section 32, Township 28, Range 32, Jasper County, Missouri, and further described as follows: Beginning at the Northwest corner of said Section 32; thence East along the North line of said Section 32, a distance of 300 feet; thence South a distance of 660 feet; thence West a distance of 300 feet; thence North along the West line of said Section 32, a distance of 660 feet to the point of beginning, also known as Lot Numbered Nine (9) in Friendly Acres in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, Except any part taken or deeded for road. Subject to easements, restrictions, reservations, and covenants of record, if any.

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
JUNE 16, 2025
MEETING MINUTES

CALL TO ORDER

The June 16, 2025, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Joplin NALA Read.

ROLL CALL

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

PRESENTATIONS

Public Works Department Update

Dan Johnson, Director of Public Works presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Lynn Onstot, Public Information Officer, presented.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-523

Mayor Cortez opened the Public Hearing
David Henkie (Hermann Lumber) spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-523

Council Bill No. 2025-523 - AN ORDINANCE approving a Petition to Remove Property From the Joplin Sports Facility Community Improvement District and Containing an Emergency Clause. No action was taken. The item will be considered during Emergency Ordinances.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-524
Mayor Cortez opened the Public Hearing
David Geisler spoke in favor of this item.
Julia Wommack spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-524
Council Bill No. 2025-524 - AN ORDINANCE approving a Petition to Add Property to the Joplin Sports Facility Community Improvement District and Containing an Emergency Clause. No action was taken. The item will be considered during Emergency Ordinances.

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

Minutes of the June 2, 2025 City Council Meeting

COUNCIL BILL NO. 2025-109 - AN ORDINANCE approving the issuance of a Purchase Order to United Access in the amount of Fifty-Five Thousand Five Hundred Two Dollars and No Cents ($55,502.00) for the replacement of the two Wheelchair Lifts on the large trolley; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this ordinance shall become effective. **Ordinance No. 2025-073.**

COUNCIL BILL NO. 2025-124 - AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Two Million Eight Hundred Forty Thousand Seven Hundred Twenty-Three and 59/100 dollars ($2,840,723.59) for construction of the Zora Street Improvements Phase 2 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-074.**

COUNCIL BILL NO. 2025-270 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-3 (Multi-Family Residential) property as described below and generally known as 1148 S Pennsylvania Ave, Joplin, Jasper County, Missouri. **Ordinance No. 2025-075.**

RESOLUTIONS
RESOLUTION NO. 2025-008
Mr. Jackson introduced Resolution No. 2025-008 - AN RESOLUTION Extending the "Proposition Action Implementation and Oversight Committee". Motion by Mr. Jackson, second by Dr. Farnham to approve Resolution No. 2025-008. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-523

Mr. DeTar introduced Council Bill No. 2025-523 - AN ORDINANCE approving a Petition to Remove Property From the Joplin Sports Facility Community Improvement District and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Lawson, that Council Bill 2025-523 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-076.**

COUNCIL BILL NO. 2025-524

Mr. DeTar introduced Council Bill No. 2025-524- AN ORDINANCE approving a Petition to Add Property to the Joplin Sports Facility Community Improvement District and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Bard that Council Bill 2025-524 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.
Ordinance No. 2025-077.

COUNCIL BILL NO. 2025-525

Mr. Lawson introduced Council Bill No. 2025-525- AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Brigitte Morales, for the sale of one parcel located at 916 Jackson Avenue, totaling approximately 5,134 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Bard that Council Bill 2025-525 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-078.**

COUNCIL BILL NO. 2025-526

Mr. Bard introduced Council Bill No. 2025-526- AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Masada Contracting LLC., for the sale of one parcel located at 1210 Iowa Avenue, totaling approximately 6,000 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Bard, second by Mr. Jackson that Council Bill 2025-526 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-079**.

COUNCIL BILL NO. 2025-527

Mr. Bard introduced Council Bill No. 2025-527- AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024, to adjust appropriations and containing an emergency clause. Motion by Mr. Bard, second by Mr. Jackson that Council Bill 2025-527 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-080**.

COUNCIL BILL NO. 2025-612

Mr. Lawson introduced Council Bill No. 2025-612- AN ORDINANCE approving an application for grant money by the City of Joplin, Missouri to the Department of Justice (DOJ) Community Oriented Policing Services dealing generally with Law Enforcement Mental Health and Wellness; authorizing the police department to apply on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. DeTar that Council Bill 2025-612 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. Ordinance **No. 2025-081**.

COUNCIL BILL NO. 2025-613

Mr. Lawson introduced Council Bill No. 2025-613- AN ORDINANCE approving an application for grant money by the City of Joplin, Missouri to the Department of Justice (DOJ) Community Oriented Policing Services dealing generally with Law Enforcement Crisis response and de-escalation enhancement; authorizing the police department to apply on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. DeTar that Council Bill 2025-613 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. **Ordinance No. 2025-082**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-125

Mr. Lawson introduced Council Bill No. 2025-125- AN ORDINANCE approving the City of Joplin to enter into an agreement with Sunrise Elevator Company, Inc in the amount of Six Hundred Thirty-Six Thousand Three Hundred Forty-Eight and 00/100 dollars ($636,348.00) for the construction of the City Hall Elevator Modernization project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and setting a date when this Ordinance shall become effective. Motion by Mr. Lawson, second by Mr. DeTar that amended Council Bill No. 2025-125 be passed on first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-125.

COUNCIL BILL NO. 2025-127

Dr.Farnham introduced Council Bill No. 2025-127 - AN ORDINANCE approving Amendment 1 to Work Authorization OLS-WIL-03 with Olsson in the not to exceed amount of Ninety-Eight Thousand and 00/100 dollars ($98,000.00) for professional engineering services for the Willow Branch 7th Street Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Dr. Farnham, second by Mr. Jackson, that Council Bill 2025-127 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-127.

COUNCIL BILL NO. 2025-128

Dr. Farnham introduced Council Bill No. 2025-128- AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC22-02 with Olsson in the not to exceed amount of One Hundred Eight Thousand Three Hundred Fifty and 00/100 dollars ($108,350.00) for professional engineering consulting services for the design of the Grand Falls Trail; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Dr. Farnham, second by Mr. Bard, that Council Bill 2025-128 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-128.

SECOND AND THIRD READING

AMENDED COUNCIL BILL NO. 2025-003

Mr. Bard introduced Amended Council Bill No. 2025-003- AN ORDINANCE amending Chapter 82 - Offenses and Miscellaneous Provisions, Section 82-191 – Unlawful Use of Weapons; Exceptions, as it pertains to hunting within city limits; establishing regulations; and fixing the time when this ordinance shall become effective. Motion by Mr. Bard, second by Dr. Farnham that Council Bill NO. 2025-003 move to second reading, advance to third and pass. Voting in favor were Council Members: Bard, Cortez, DeTar, Farnham, Jackson, and Lawson, 6. Nays: Carlin, Copple, Shaw, 3. **Ordinance No. 2025-083.**

UNFINISHED BUSINESS

NEW BUSINESS

The following appointments were confirmed for Boards and Commissions.

Reappointments:

ADA Committee: Camille Turner
ADA Committee: Jamy Spry
Airport Board: Brian Jones
Board of Adjustment: Chase Kraft
Board of Adjustment: Christopher Briley
Building Board: Michael Wicklund
Building Board: Crystal Harrington
Building Board: Steve Brown
JIDA: Jim Scott
JIDA: Morris Glaze
JRC: Clayton Shilling
Library Board: Jean Colthrap
Library Board: Mary Gaarder
Library Board: Emily Stanley
Parks & Rec: Greg Matzer
Parks & Rec: Brad McIntyre
Planning & Zoning: Benjamin Rosenberg
Planning & Zoning: Gary Spruce
Police & Fire Pension: Ken Copeland
JRC: Stephen Holt

Appointments:

ADA Committee: Carol Eck, Kali Sweet, Linda Tucker
Airport Board: Thomas Christensen, Tom Robertson
Board of Health: Sofyan Sayfo
Building Board of Appeals: Rob O'Brian
CVB Advisory Board: Ethan Tresemer
Historic Preservation: Diane Reid Adams, Hannah Provin
JRC: Bethany McKenzie
JSA: James Weber

Parks & Rec: Heather Ogden, Drew Roy
Planning & Zoning: Crystal Harrington
Solid Waste: Christina Williams

Mr. Copple would like the following to be reviewed:
* Jake Brakes signage and enforcement on 249 and Duquesne.

Mr. Jackson would like the following to be reviewed:
* Construction in parks, policies sent to Council regarding guarding off construction areas in parks.

The meeting was adjourned at 7:57 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-125 Construction Agreement between City of Joplin and Sunrise Elevator Company, Inc. for the City Hall Elevator Modernization project

MEETING DATE
June 16, 2025

ORIGINATING DEPT
Public Works – Facilities

ATTACHMENTS
Council Bill 2025-125; Agreement; Bid Summary; Bid Recommendation Letter

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Sunrise Elevator Company, Inc in the amount of Six Hundred Thirty-Six Thousand Three Hundred Forty-Eight and 00/100 dollars ($636,348.00) for the construction of the City Hall Elevator Modernization project.

BACKGROUND
On March 3rd, 2025, the City staff presented an update to Council and requested direction from Council. The Council directed staff to move forward with modernizing all three elevators of City Hall to bring Elevator #1 back into service and bring all elevators up to the most recent codes and extend their service life. City staff worked with Allgeier Martin & Associated with CGA Architects to prepare bid documents for bidding. In accordance with the City of Joplin's procurement policies, a request for bid proposal was advertised in the Joplin Globe on May 3rd, 2025, and two bids were received by the City on May 27th, 2025. Sunrise Elevator Company, Inc. was selected as the lowest responsive bidder, and this bid was in the range of what was estimated previously for Council. The Notice to Proceed will be issued once signed contract documents have been received and executed, and the project is to be completed within 240 calendar days.

FUNDING SOURCE
This item includes a general fund budget amendment.

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

BID SUMMARY

PROJECT: CITY HALL ELEVATOR MODERNIZATION

DATE OF BID OPENING: May 27th, 2025 @ 10:00 am

CONTRACTOR	BID
Sunrise Elevator Company, Inc	$ 636,348.00
Schindler Elevator Corporation	$ 794,810.00
Engineer's Estimate	$ 750,000.00

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

May 28, 2025

Mr. Jeremy Hagerman
Assistant Director of Public Works for Engineering
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
City Hall Elevator Modernization

Dear Mr. Hagerman:

We have reviewed the bids received May 27, 2025, for the construction of the referenced project, and subsequently prepared a bid tabulation. It is our recommendation that the City award the construction contract to Sunrise Elevator Inc. in the amount of $636,348.00 for the referenced project.

A copy of the bid tabulation and Notice of Award for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return the Notice of Award to me. A copy of Sunrise Elevator's Bid and Bid Bond have also been included with this letter for your records.

Once the Notice of Award document is received back by our office, we will submit Contract Documents to the Contractor for execution.

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.
Vice President

AGREEMENT
BETWEEN
CITY OF JOPLIN AND SUNRISE ELEVATOR INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: SUNRISE ELEVATOR INC. Address: 3839 N. Cypress Dr. Ste 700 WICHITA, KS 67226	
Attention:		Attention: Matthew Whitley	
Department:		Phone: (316) 737-0083	Fax:
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: City Hall Elevator Modernization	

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:

City Hall Elevator Modernization

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 240 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $636,348.00 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Bid Form
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond

h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Six hundred thirty-six thousand three hundred and forty-eight DOLLARS ($636,348.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

COUNCIL BILL NO. 2025-125 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Sunrise Elevator Company, Inc in the amount of Six Hundred Thirty-Six Thousand Three Hundred Forty-Eight and 00/100 dollars ($636,348.00) for the construction of the City Hall Elevator Modernization project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and setting a date when this Ordinance shall become effective.

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

Section 1. That the City enter into an agreement with Sunrise Elevator Company, Inc in the amount of Six Hundred Thirty-Six Thousand Three Hundred Forty-Eight and 00/100 dollars ($636,348.00) for the construction of the City Hall Elevator Modernization 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 Sunrise Elevator Company, Inc.

Section 3. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing appropriations by the total amount of Six Hundred Thirty-Six Thousand Three Hundred Forty-Eight Dollars and No Cents ($636,348.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That this Council Bill shall have an effective date of July 8, 2025.

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

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-127 Amendment 1 to Work Authorization OLS-WIL-03 with Olsson for professional engineering services for the Willow Branch 7th Street Improvements project.

MEETING DATE
June 16th, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-127; Amendment 1 to Work Authorization OLS-WIL-03; Location 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 authorizes the City to approve an Amendment to Work Authorization OLS-WIL-03 with Olsson in the not to exceed amount of Ninety-Eight Thousand and 00/100 dollars ($98,000.00) for professional engineering services for the Willow Branch 7th Street Improvements project.

BACKGROUND
In April 2024, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 12 years. Two of the projects included in the program were the removal of the Pennsylvania Avenue Viaduct, and the improvement of the Old Willow Branch Storm Sewer System.

The Missouri Department of Transportation (MoDOT) has plans to reconstruct Route 66 / 7th Street in Joplin from Schifferdecker Avenue to Range Line Road. This project is currently in the design phase, with a tentative bid letting scheduled for the Fall of 2025.

In November 2024, City Council approved 3 separate work authorizations with Olsson, including the Willow Branch 7th Street Improvements project, the Willow Branch Stormwater Study project, and the Pennsylvania Avenue Viaduct Removal project.

A large portion of the Old Willow Branch Storm Sewer improvement project was originally envisioned to go under 7th Street, from Moffett Avenue to Pennsylvania Avenue, and then turn north running under Pennsylvania Avenue to tie into the existing drainage channel. Based on data obtained during the Willow Branch Stormwater Study project, the route of the proposed Reinforced Concrete Box Culvert (RCB) is now planned to run under 7th Street to Wall Avenue, then turn north, running under Wall Avenue to 5th Street before turning back east. The installation of the new RCB Storm Sewer System within 7th Street is planned to be incorporated into MoDOT's 7th Street Reconstruction project.

This amendment is for additional costs for engineering services related to the RCB section from 7th and Wall to 6th and Wall. This portion of the RCB will need to be bid separately and constructed prior to the RCB in 7th Street which will be incorporated into the MoDOT project. The fees submitted by Olsson have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE

This item is included in the FY 2025 Budget in the Capital Improvement Sales Tax Fund.

RECOMMENDATION

Staff recommend approval of this Council Bill on first reading.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Inc. Address: 1027 South Main Suite 503 Joplin, MO 64801	
Attention: Dan Johnson		Attention: Eric Shelton, Clayton Cristy, Reid Catt	
Department: Engineering		Phone: (417) 890-8802	Department:
Phone: 417.624.0820 ext: 1538	Fax: 417.624.4620	OLS-WIL-03, Amendment #1 Old Willow Brand Drainage Improvements 7th Street Improvement (MODOT) (Red Phase)	

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER OLS-WIL-03

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**. 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**. City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. 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**. City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number OLS-WIL-03 exceed the sum of Ninety-Eight Thousand and 00/100 Dollars ($98,000.00).

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

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

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq.
Employer's Liability…… $1,000,000.00

b. Commercial General Liability Insurance, including coverage for 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

f. Notice. 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: Reid Catt, PE

Title: Senior Team Leader

Date: 6/4/2025

By: _____

Printed Name: Clayton Cristy, PE

Title: Senior Project Manager

Date: 6/4/2025

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

Date: _____

EXHIBIT 1
WORK AUTHORIZATION #OLS-WIL-03 (RED)
AMENDMENT #1

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Old Willow Branch Culvert Replacement, Joplin, Missouri

Located from 7th and Moffet Ave to 6th and Virginia Ave

Project Description: Old Willow Branch Culvert Replacement

The existing Old Willow Branch box culvert is near the end of its service life and in need of replacement. Original scope under OLS-WIL-01 assumed the new culvert alignment would be follow 7th Street from 7th Street and Moffett to 7th Street and Pennsylvania Avenue. Olsson evaluated multiple alternatives with consideration to construction costs, utility impacts, traffic impacts, constructability, and risks/impacts to private property. Following this evaluation, a different alignment was recommended that would reduce overall project cost, project risks, and impacts to the community. The recommended alignment starts at 7th Street just west of Byers and continues east to Wall Avenue, turns north on Wall Avenue to 5th Street, turns east on 5th Street to Virginia Avenue, then turns south and connects to the existing box culverts near 6th Street and Virginia. The scope for the RED portion of this project includes work from just west of 7th Street and Byers to the intersection of 6th Street and Wall Avenue.

Work Order # OLS-WIL-03 is amended as follows:

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Phase 100 – Project Management **$9,500**

This scope remains unchanged, except task 104: utility review meeting/coordination. Olsson will conduct a utility coordination meeting (1 virtual) and coordinate with utilities for potential impacts for the portion of the project along Wall Avenue. The ENGINEER contracted with MoDOT will provide utility coordination as a part of the MoDOT contract will continue to provide this service for the portion of the project along 7th Street.

Phase 200 – Survey **$25,000**

Task 201: Topographic and Boundary Survey

Topographic Survey - Olsson will collect Topographic Survey data for the additional areas outlined in Blue on Figure 1. The Topographic Survey data shall depict contours at a 1' vertical interval, physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One-Call system. To provide continuity throughout the project, Olsson will utilize the project control established for the MoDOT Jasper County Route 66 project. The existing control is 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. Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey. Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

Right-of-Way Survey Data - Olsson will collect right-of-way information for the area outlined in Purple on the attached exhibit. To provide continuity throughout the project, Olsson will utilize the project control established for the MoDOT Jasper County Route 66 project. The existing control is 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.

Base Map Preparation – Consultant will create the base map using the above topographic survey and right-of-way data. Drawings will be provided in AutoCAD format. The Base Maps will include topographic information, existing underground and aerial utilities, existing right-of-way lines, approximate lot and property lines. Property line determinations will be performed as needed for project design and easement acquisition.

Project Control – To provide continuity throughout the project, Olsson will utilize the project control established for the MoDOT Jasper County Route 66 project. The existing control is tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. The Consultant shall provide a list of horizontal and vertical control points with coordinates, elevations and descriptions.

Utility Locates - Missouri One Call will be contacted, and utilities will be drawn from surveying above ground features and will include markings by utility companies resulting from the locate request. Any information supplied by utility companies will also be used to complete the placement of existing utilities on the plans. Locations from utility plans will be transferred into the topographic survey. Where available, above-ground features will be used to improve accuracy. The Consultant will add a disclaimer to the drawings with respect to the undetermined location of underground utilities.

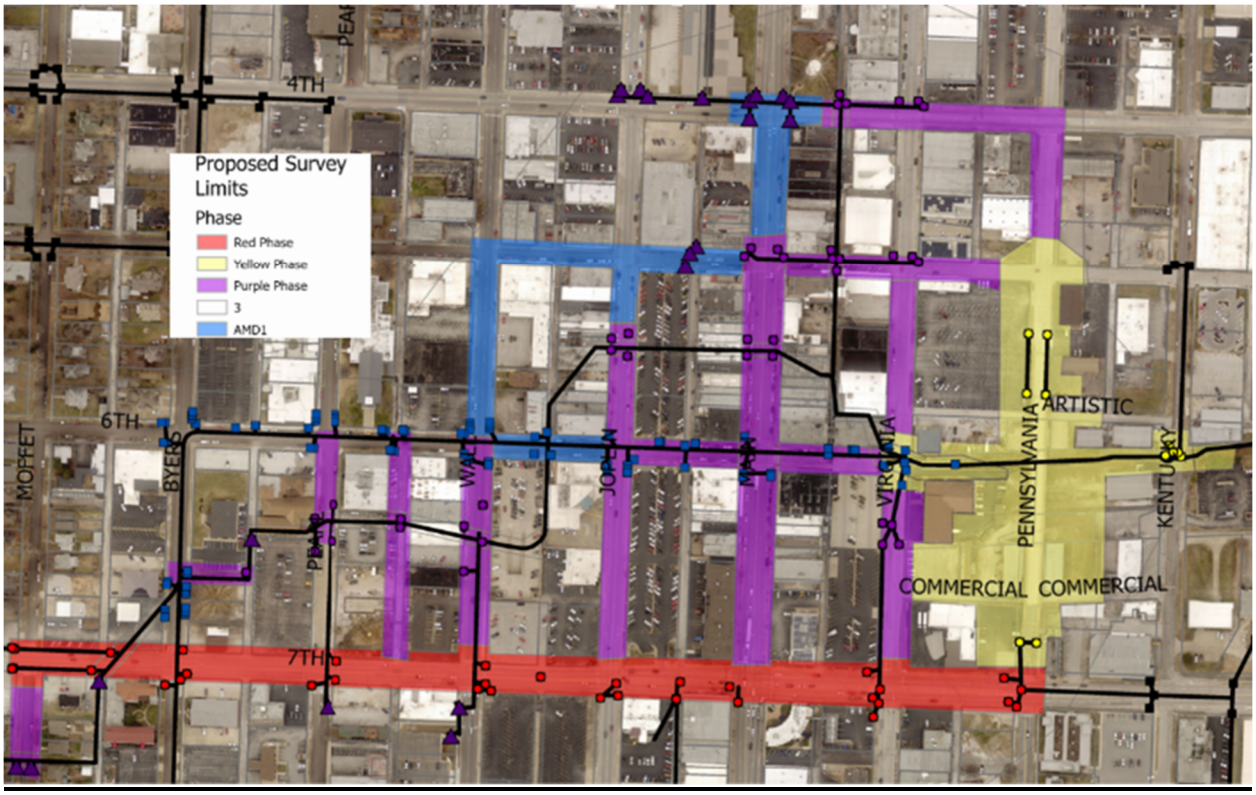


Figure 1: Survey Limits

Phase 300 – Site Investigation (Complete)

Phase 400 – Final Roadway Design Services (MoDOT)

This scope remains unchanged, except for changing the limits of the design as previously described.

Phase 500 – Preliminary Design (from 7th St & Wall Ave to 6th St and Wall Ave) **$39,000**

Task 501: Preliminary and Right-of-Way Plans
Olsson will develop preliminary and right-of-way plans for the proposed box culvert construction from 7th Street & Wall Avenue to 6th Street & Wall Avenue that illustrate limits of the demolition, pavement restoration, structures and utilities in conflict with the proposed project, as well as easement and permanent RW limits.

Preliminary & Right-of-Way Plans

- Prepare & Submit RW Plans
  - Cover Sheet
  - General Notes
  - Alignment and Control
  - Typical Sections
  - Demolition Plans
  - Plan & Profile Sheets or special grading (Roadway)
  - Plan and Profile Sheets (Box Culvert)
  - Storm system layout (for connecting existing inlets within the project limits)
  - Special details
  - Cross Sections
- Prepare & Submit Opinion of Probable Cost
- Conduct Quality Control Review

Phase 600 – Right-of-way services **$21,000**

Task 601: RW Assistance

Olsson has reviewed the scope of the project as presented by the City and have assumed six (6) parcels impacted by temporary construction easements and no permanent right-of-way or easements.

The fee amount for negotiation activity 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. We will

coordinate with 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 negotiating activity has ceased, and we will request direction on how to proceed from the City of Joplin. If the parcel or easement can't be negotiated in the three contacts listed above, Olsson will review the property with the City to evaluate how to proceed. Negotiations beyond the initial three contacts shall be considered additional services.

For condemnation purposes, Olsson charges a rate of $350.00 per hour for court appearances, attorney conferences, and preparation of court exhibits.

The above negotiation fee is based upon the following: The City of Joplin will provide with a notice to proceed:

- All applicable title commitments;
- Approved right-of-way plans and individual tract plats if available;
- Legal descriptions of acquisition;
- A copy of each appraisal with supporting documents from Contract Fee Appraiser.
- The City of Joplin will provide vacancy notices to each owner when applicable.
- All conveyances and documents to secure all rights, title, and interests for each parcel will be turned over to the City of Joplin personnel for closing each transaction.

Olsson's timeline for completion of negotiations on this project is nine (9) months from the City's notice to proceed.

Task 602: Waiver Valuations (6 properties)

Phase 700 – Final Design Services (from 7th St & Wall Ave to 6th St and Wall Ave) **$41,000**

Task 701: Final Plans

Olsson will prepare final design plans for the proposed box culvert construction. The following design tasks are anticipated and included:

Final Design & Final Plans

- Incorporate comments from City on preliminary plan submittal
- Prepare & Submit Final Plans
  - Cover Sheet
  - General Notes and Recapitulation of Quantities
  - Alignment and Control
  - Typical Sections

  - Plan & Profile Sheets or special grading (Roadway)
  - Plan & Profile Sheets (Box Culvert)
  - Storm System Plan & Profile Sheets (for connecting existing inlets within the project limits)
  - Pavement Marking & Signing Sheets
  - Traffic Control General Phasing
  - Sediment and Erosion Control Sheets
  - Special Details (~4 sheets)
  - Cross Sections
- Final Opinion of Probable Cost
- Draft Technical Specifications

Task 702: Structural Design

A standard MoDOT RCB will be used as the basis for the design. A detailed bill of reinforcing will not be developed for the RCB or special connections. Special connection details will be developed:

1. To connect to the existing RCB system approximately 200 feet south of 6th street on Wall Avenue.
2. To connect to the existing RCB system at 6th and Wall.

Task 703: Final PS&E

Olsson will prepare final plans, specifications, and estimate for bidding.

Final PS&E

- Incorporate comments from Client on Final Plan Submittal (100% unsigned/unsealed)
- Revise and Submit 100% PS&E (signed/sealed) for Construction Submittal
- Prepare & Submit Final Opinion of Probable Cost
- Prepare & Submit SWPPP (if applicable)
- Prepare & Submit Project Front End Docs
- Prepare & Submit Technical Specifications
- Conduct Quality Control Review

Phase 800 – Bid Phase Services **$12,500**

Task 801: Attend Pre-bid Meeting

Olsson will attend a pre-bid meeting led by the Client. Some Olsson personnel may attend this meeting virtually.

Task 802: Answer Questions and Prepare Addenda

Olsson will assist the City with answering questions raised by bidders. Addenda will be prepared, as required, to provide clarification to questions. The Client will be informed on a regular basis of any project changes resulting from bidders' questions.

Task 803: Review and Evaluate Bids

All bids properly received will be reviewed. Any inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will distribute the bid tabulation to all bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Assumptions/Clarifications:

The following assumptions and clarifications apply to the scope of this workorder:

1. The portion of the box culvert construction from 7th Street & Wall Avenue to 6th Street & Wall Avenue will be bid separately from the remainder of the alignment to allow for this phase to be constructed first. This section must be constructed prior to the start of construction the storm improvements being incorporated into the MoDOT 7th Street project.
2. After coordination with city staff, previous geotechnical investigations were shifted from along 7th Street to other locations after determining the shallow depth of rock along 7th Street. No additional geotechnical borings appear to be necessary currently.
3. A majority of the subconsultant design work was completed prior to determining 7th Street was not the optimal location. No additional subconsultant survey was completed.
4. The pavement rehab assumes that the profile of Wall Avenue is not changing and sidewalk restoration will only be designed on the western side of the street.
5. Aesthetic improvements and special streetscape features are not expected for this section of roadway.
6. The city will help coordinate with property owners regarding any property considerations such as basements, drains, or access.
7. Fees are an estimate of the actual work necessary to complete the work and the consultant can shift funds between phases and task as necessary to complete the work. Fees cannot be shifted to future phases until the current phase has been submitted and accepted by the City.
8. All permit and mitigation fees, if any, will be paid for by the City.
9. Contractor shall develop detailed traffic control plans based on general phasing and present to the city for approval during construction.
10. No federal funding will be used for the project.
11. Geotechnical investigations have been completed.
12. Other assumptions identified within the scope of services.

Exclusions:

The following exclusions apply to the scope of this workorder:

1. Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities. More specifically, sanitary sewer conflict relocation is not included in this scope of services.
2. Detailed bill of reinforcing for RCB and special structural details.
3. Roadway concrete jointing plans.
4. Special aesthetic design elements such as benches, festival power, irrigation, tree wells or planting plans, and detailed concrete jointing plans.
5. Photometrics and street lighting.
6. Environmental review and investigations.
7. Appraisals
8. Public meeting and public engagement.
9. 3D visualizations.
10. Construction staking, administration, observation, testing, and inspection.
11. Any service that is not explicitly stated in this scope of services.

DELIVERABLES

All deliverables are assumed to be electronic (PDF) format:

- Preliminary Plans & Right-of-way Plans Phase
    - Plan Set
    - Opinion of Probable Cost
    - Easement Descriptions & Exhibits (after preliminary)
    - Valuation Waivers (after preliminary)
- Final Design (100% unsigned/unsealed) – for client review/approval
    - Plan Set
    - Opinion of Probable Cost
    - Technical specifications
- Final Design (100% signed/sealed) – for bid
    - Plan Set
    - Opinion of Probable Cost
    - Technical specifications
    - Project Front End Documents
    - SWPPP (if applicable)

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Completion Date (Design Scope): December 2026

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

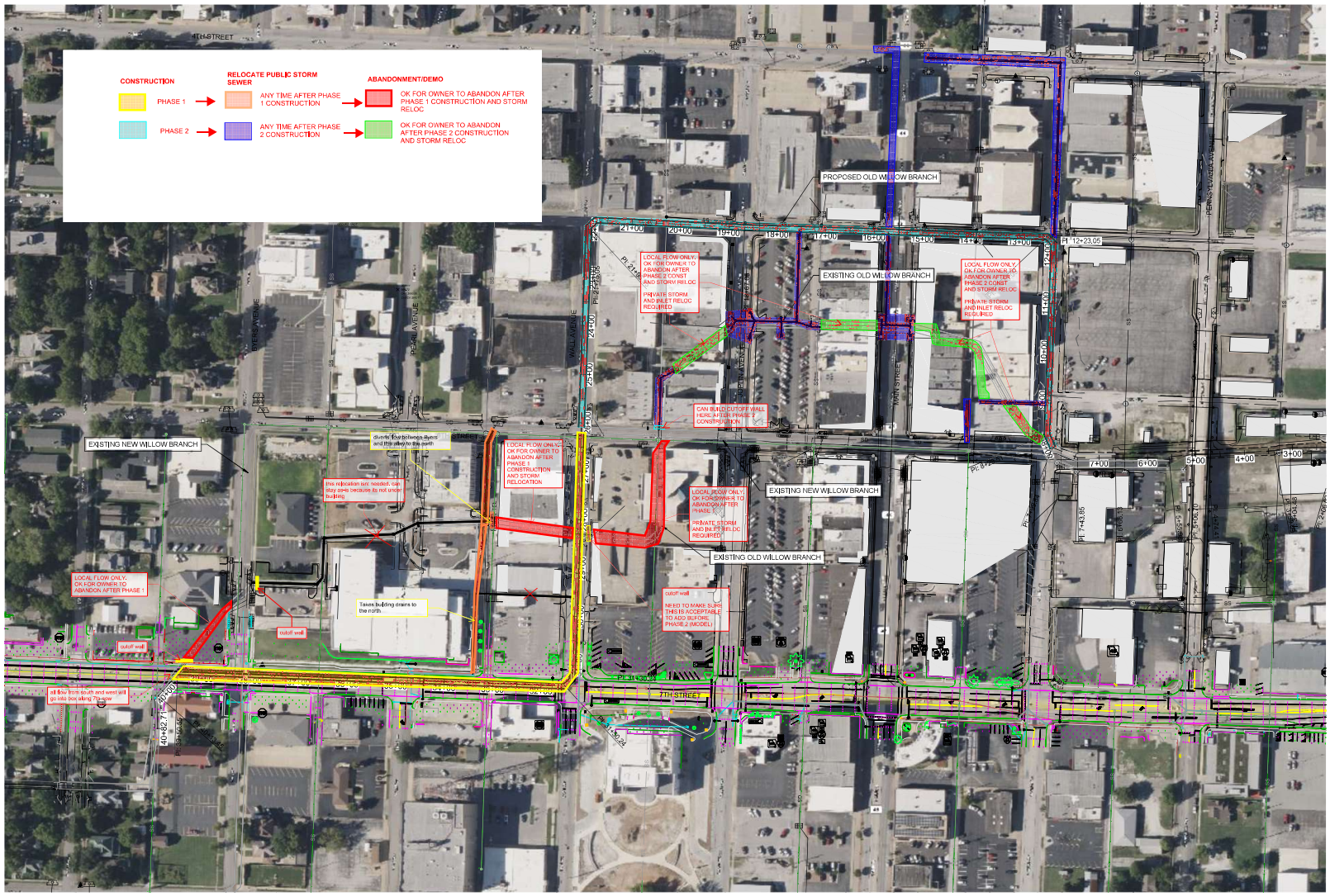
Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.20, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $98,000. The total fees in the amendment sum to more than $98,000. The $98,000 fee reflects the net increase in fees to complete the scope of services from the original agreement and scope of services for this amendment. The fee reduction from total of original and amendment are a result of the overlaps in some of the services, which remain unchanged.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

OLD WILLOW BRANCH 2025 REPLACEMENT - CONSTRUCTION AND ABANDONMENT PHASING PLAN



GENERAL NOTE:
ONLY EXISTING OLD WILLOW BRANCH, EXISTING NEW WILLOW BRANCH, AND PROPOSED OLD WILLOW BRANCH SHOWN ON OVERALL PLAN.

550 East St. Louis Street
Springfield, MO 65806

olsson.com
TEL 417.890.8802
FAX 417.890.8805
Olsson - Engineering
Missouri COA #001592

REVISIONS

REV. NO.	DATE	DESCRIPTION	BY

OVERALL PLAN
ALTERNATE 2

OLD WILLOW BRANCH
STORMWATER IMPROVEMENTS

2025

JOPLIN, MISSOURI

drawn by: AGW
designed by: EJS
project no.: 024-046478
date: 03.24.2025

SHEET
1 of 7

F:\2024\046501-050\050204-046417-BUS-Design\AutoCAD\Final Plans\Sheets\WTRSW_STM01_B240464?.dwg
DATE: Apr 22, 2025 - 4:51pm USER: estratton

COUNCIL BILL NO. 2025-127 **ORDINANCE NO.**

AN ORDINANCE approving Amendment 1 to Work Authorization OLS-WIL-03 with Olsson in the not to exceed amount of Ninety-Eight Thousand and 00/100 dollars ($98,000.00) for professional engineering services for the Willow Branch 7th Street Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Amendment 1 to Work Authorization OLS-WIL-03 with Olsson in the not to exceed amount of Ninety-Eight Thousand and 00/100 dollars ($98,000.00) for professional engineering services for the Willow Branch 7th Street Improvements project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of July 8, 2025.

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

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2025-127

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-128 – approving Amendment 1 to Work Authorization OLS-OC22-02 with Olsson for professional engineering consulting services for the design of the Grand Falls Trail.

MEETING DATE
June 16, 2025

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2025-128, Amendment 1

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 Amendment 1 to Work Authorization OLS-OC22-02 with Olsson in the not to exceed amount of One Hundred Eight Thousand Three Hundred Fifty and 00/100 dollars ($108,350.00) for professional engineering consulting services for the design of the Grand Falls Trail.

BACKGROUND
City Council previously approved a work authorization with Olsson for the design of the Grand Falls Trail which included the conceptual design of a new parking area and overlook near the falls. The City has since received additional funding through a TAP grant that will help fund the construction of the trail. Due to the addition of grant funding, the parking area and overlook are planned to be added as bid alternates so they can be constructed should funding allow. The conceptual designs have to be finalized in order to be added to the bid.

This amendment includes the final design of the parking area and overlook; survey; hydraulic analysis; and wetland, stream and glade management/permitting requirements. It also includes assistance with the preparation of the bid documents. The fees submitted by Olsson have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE
This is included in the FY 2025 budget in the Parks and Stormwater Sales Tax.

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

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S. Main St. Suite 503, Joplin, MO 64801	
Attention: Dan Johnson		Attention: Jonathan Peitz, Clayton Cristy	
Department: Engineering		Phone: 417-890-8802	Department:
Phone: 417.624.0820 ext: 1538	Fax: 417.624.4620	OLS-OC22-02, Amendment #1 Grand Falls Parking Lot and Trail	

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER (OLS-OC22-02) GRAND FALLS PARKING LOT AND TRAIL BETWEEN THE CITY OF JOPLIN, MISSOURI AND OLSSON, INC. UNDER THE PROFESSIONAL SERVICES AGREEMENT PROFESSIONAL SERVICES DATED July 12, 2022

TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. 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**. City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. 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**. City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number OLS-OC22-02 to Master Agreement for Professional Engineering Consulting Services Dated 07/12/2022

exceed the sum of One Hundred Eight Thousand Three Hundred Fifty and 00/100 Dollars ($108,350.00).

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

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

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

f. Notice. 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: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Date: _____

AMENDMENT #1

Date: 5/30/2025

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated July 12, 2022 between City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Grand Falls (Along Riverside Drive/Grand Falls Road from Jackson Avenue to Grand Falls Dam)

Project Description: Grand Falls Trail along Riverside Drive/Grand Falls Road
Trailhead and Parking Lot at Grand Falls
Grand Falls Overlook (site features, beautification elements)

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

DESIGN SERVICES

Phase 200 – Surveying Services

Task 203 – Additional Topographic Survey Data

Olsson shall perform additional topographic survey for the area shown in the attached Exhibit C to connect to previous job 022-04049. Control points from the previous job will also be found and used for this site. The topographic survey data will be collected on approximately a 50-foot grid along with high and low spots, break lines and line connectivity will be used to contour the site. Contours will be shown on a (1) foot contour interval with spot elevations shown if needed for clarity. All physical improvements including buildings, driveways, sidewalks, fencing and visible utilities, as well as underground utilities as located by Missouri One-Call system will be shown.

Topographic Survey shall be tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System– Zone West-US Survey foot.

Only an in-house AutoCAD drawing will be provided.

- Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will not be obtained or indicated on the topographic survey.

Survey of utilities will be based on tracing and marking by One Call and / or a private utility locater. By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.

- Easement Preparation
  One Easement document consists of a description and a sketch. Olsson's fee includes preparation of two (2) easement documents. Olsson's fee for preparation of additional easement documents will be $750.00 per Easement Document.

Phase 700 – Parking Lot & Overlook Design Plans

Task 701 – Overlook 10% Concept Plans

Olsson shall prepare a concept design plan, preliminary hardscape and wall materials, concept lighting, fencing, site amenities, and plant palette for Project site, as shown on the attached Exhibit A, based on Client-provided site programming. Concept design plans will include preliminary site plan locations, sizes, shapes, elevations, and materials options. Concept design plans will include development of two (2) concept options for the Grand Falls overlook.

Meetings
Olsson shall attend Project meetings with Client's Project team. The following meetings are anticipated:

- One (1) in-person site meeting to review potential Overlook locations
- One (1) virtual concept design review meeting

Deliverables: One (1) concept design package, meeting notes and memorandums, as required.

Task 702 – Overlook & Parking Lot 60% Plans

Olsson will prepare design development plans for Client based on approved conceptual design plans, including preliminary site plan locations, sizes, shapes, elevations, and materials options. Olsson will submit plans for Client review and comments. Design will include proposed parking lot layout, parking lot lighting, proposed overlook layout, retaining wall materials, preliminary design grading, and associated softscape. If required, a photometric analysis considering illuminance and/or luminance will be prepared and submitted to Joplin staff to ensure compliance with standards are met. Lighting will comply with Dark Sky requirements. Proposed power source locations will be reviewed with power provider and coordinated to ensure power feed can be provided. Voltage drop and circuitry will be reviewed to determine optimum placement of control equipment for current and future build of the parking lot and trail system. Design development plans will be considered as 60% completion construction documents. Olsson will submit one (1) plan set to the client for review and comment. Plans will be incorporated into the existing plan

set as bid alternatives and additional sheets will be added as needed. Olsson will update opinion of probable cost and quantities.

Meetings
Olsson shall attend Project meetings with Client's Project team. The following meetings are anticipated:

- Up to two (2) virtual conference call review meetings
- One (1) in person review meeting and site visit

Task 703 – Final Design Plans

Olsson will prepare construction documents, based on Client approved design development plans. Olsson will incorporate Client comments into construction documents. Construction documents will include elevation, section, details, and layout plans for requested removal of existing trees, parking lot lighting, trail head, overlook, retaining wall materials, privacy fencing and additional landscaping. Final plans will be incorporated into the overall project plan. Olsson will update opinion of probable cost and quantities.

Meetings
Olsson shall attend Project meetings with Client's Project team. The following meetings are anticipated:

- One (1) Site visit for location review and resolution review
- Two (2) virtual conference call review meetings

Deliverables: Final PS&E documents for Bid Alternatives; and meeting notes and memorandums, as required.

Task 704 – Hydraulic Analysis

a. Additional modeling is required to evaluate the impacts of a proposed scenic overlook at Grand Falls Dam. The location is shown in the floodway in the draft version of the upcoming flood map for Newton county. Currently, the project is located in the Zone AE floodplain of Shoal Creek with a defined floodway. Work within the floodway is required to cause no increase to the base flood elevation.

b. Development of hydraulic model for evaluation.

i. The city will provide the draft hydraulic model from SEMA for the upcoming flood map update for Shoal Creek. The draft model will be utilized as the best available information and the starting point for the evaluation. If the draft model is not provided by the city, Olsson with utilize the previously developed model for shoal creek to perform the no-rise evaluation.

ii. Olsson will utilize hydrologic information from the FIS study for peak flow rates.

c. The hydraulic model will be used to evaluate project impacts to the base flood elevation and compliance with no-rise criteria.

i. Olsson will adjust the location and size of the overlook in an attempt to offset impacts to the base flood elevation

1. This scope assumes the selected alternative will have minimal grading or obstructions within the floodway. Some overbank grading near the overlook may be recommended to achieve a no-rise.
2. It is understood that channel improvements are not included in the scope of work for the project, so avoiding fill within the floodway will be paramount to meeting no-rise and floodplain requirements.

d. Complete a floodplain development permit application and no-rise certification (if applicable) to be submitted with the construction drawings deliverable.

e. Complete a brief 1-2 page no-rise report summarizing the evaluation and results.

f. Exclusion: FEMA CLOMR and LOMR: It is assumed that the project will be able to meet a no-rise criteria without significant improvements to the stream and culverts/bridges. If the project cannot avoid the floodway and creates an increase in the base flood elevation, a contract amendment will be required to perform a CLOMR and a LOMR. Map revision work is not able to be performed without first obtaining the effective model from FEMA.

Task 705 – Revised Wetland and Stream Delineation and Report

Olsson will revise the wetland and stream delineation report for the Grand Falls Trail project (Project) in Joplin, Missouri to include the additional area for the overlook. Olsson will follow the methods described in the United States Army Corps of Engineers (USACE) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont (Version 2.0) (November 2010).

a. **Desktop Review**
Olsson will conduct a desktop review of available databases to determine areas within the additional Project site study area that may have potential wetlands or other waters. 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.

b. **Site Visit**
Following desktop review, Olsson will conduct a site visit to verify the presence or absence of wetlands, streams and other waters identified in the additional study area. The site visit will be conducted by traversing the Project site study area to identify wetland characteristics, including hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland and/or other waters boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Eastern Mountains and Piedmont Region Data Forms will be completed. Photographs documenting site conditions, including wetlands and other waters, will be provided. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.

c. **Report**
Upon site visit completion, Olsson will revise the previous completed wetland and stream report to include any additional wetland and stream findings within the expanded Project site study area. The wetland delineation and stream delineation report will include a narrative of how the wetland and stream delineation was conducted and a summary of wetland and stream delineation results. Figures documenting information gathered during desktop review and figures showing wetland, streams and other waters boundaries, sample point locations, and photo point locations will be included along with a photo log documenting conditions at the time of the site visit.

ASSUMPTIONS:
Client will provide the following:
1. Project description
2. Location information
3. General Project location map
4. Project site access and landowner permission

ITEMS NOT INCLUDED IN THIS TASK:
1. Individual Permit (over 0.5 acre of wetland impacts),
2. On-Site Habitat or Threatened and Endangered Species Evaluations,
3. On-Site Cultural Resources Study or Evaluation,
4. Permittee Responsible Mitigation Plan and Monitoring.

Task 706: Glade Restoration & Management Plan
Olsson will develop a Glade Restoration Plan for the Grand Falls Trail Overlook project located in Joplin, Missouri.

a. **Native Plant Species Specification.** Native plant species will be selected that are adapted to the environmental conditions present at the project site (e.g., climate, precipitation, soils, growing season, pests), and that will require minimal maintenance once established. Species that are available for purchase from nearby native plant nurseries will be selected, with an emphasis on species adapted to glade habitats.

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

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

d. **Maintenance Plan.** Maintenance specifications that will assist the city staff or contractors with maintaining the native glade species and controlling noxious and invasive species will be developed.

e. **Quality Control Review.** Olsson will conduct a quality control review of the engineering plan sheets to ensure conformance with the Glade Restoration Plan.

Phase 800 – Bidding Phase

Task 801: Preparation of Bid Documents

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices. Olsson will attend the pre-bid meeting and prepare agenda for the meeting. Olsson will coordinate answering questions raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The client will be informed on a regular basis of project changes resulting from bidders questions.

Task 802: Review and Evaluate Bids

Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award. Olsson will prepare any required RTP Grant bid concurrence documentation.

Phase 900 – RTP Grant Permitting Assistance

Task 901: Wetland and Stream Field Delineation

Olsson will complete a presence/absence survey of potentially jurisdictional wetlands and streams at the following locations in Joplin, Missouri so that construction and installation of these features can avoid impacting jurisdictional wetlands, streams, and other waterbodies:

- Ron Richard Park
- McIndoe Park
- Landreth Park
- Tin Cup Trail
- Mohaska Trail

Olsson will follow the methods described below:

- Desktop Review. Olsson will conduct a desktop review of available databases and compare them to the proposed locations for the installation of bike racks and benches to identify those that may be within or in close proximity to regulated

Waters of the United States. 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.

- Field Delineation. 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. at select locations identified during the desktop review. The boundaries of wetlands, streams, and/or other waters of the U.S. boundaries will be delineated using marking flags or paint, and the locations will be recorded with a sub-meter accuracy global positioning system (GPS) unit. Photographs documenting the locations will be taken. Photographs and GIS coordinates will be provided to the client.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed upon, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Upon receipt of notice to proceed.
Anticipated Completion Dates: The field delineation will be completed and deliverables provided to the client within 30 days upon receipt of notice to proceed.

ASSUMPTIONS

Client will provide the following:

1. General Project Location Map
2. Project Area Access and Landowner Permission

ITEMS NOT INCLUDED IN SCOPE:

1. Nationwide 404 Permit Application
2. Individual Section 404 Permit Application
3. On-site meetings with the Corps
4. Changes in project design or location requiring additional field delineations
5. In-person agency or client meetings
6. Wetland Delineation Report outlining methods and results of desktop review and field delineation.

Task 902 – Agency and Client Coordination

Olsson will provide coordination with staff at the City of Joplin and the U.S. Army Corps of Engineers as needed for the additions of bike racks and benches to the Grand Falls Trail project in Joplin, Missouri. Olsson will follow up with additional USACE requests within the limitation of the assumptions outlined below.

ASSUMPTIONS

Client will provide the following:

1. Revised project description,
2. Revised project design sheets,

3. Revised quantity (in cubic yards and square feet) of dredge and fill in Waters of the U.S. from the project,
4. Revised quantity (in cubic yards and square feet) of temporary and permanent impacts by the project to Waters of the U.S.

ITEMS NOT INCLUDED IN THE SCOPE:

1. In-person agency or client meetings

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Upon receipt of the notice to proceed.

Anticipated Completion Dates: Olsson will submit a revised NWP to the USACE within 30 days of notice to proceed. Following submittal, the USACE timeline can vary in issuing a permit.

Assumptions and Exclusions

We have made assumptions in the preparation of this scope of services. These assumptions and subsequent explanations are as follows:

- All permit and mitigation fees will be paid by the Client
- Assumes an individual 404 Permit will not be required, the nation-wide permit will be sufficient.
- Client shall provide design guidelines, City Fonts, and Parks Department Logos

Exclusions include, but not limited to the following:

- 3D Visualization and modeling
- LiDAR Scanning and Point Cloud Terrain
- Irrigation Plans and Details
- Design of any culvert modifications
- Contract development for contractor
- Geotechnical study
- Three-dimensional modeling and illustrative graphics
- Value engineering revisions
- Payment of submittal fees and expenses for governmental reviews
- Elevation certifications
- As-built surveys and preparation of record drawings, except were specifically stated otherwise.
- Value Engineering Revisions
- Payment of Submittal Fees and expenses for governmental reviews
- Construction Inspection and Testing
- Any services not specifically detailed in the scope.

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: Upon Receipt of Signed Amendment
Anticipated Completion Date: December 31st, 2025

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson via email: jpeitz@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By _____ By _____

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

City of Joplin, Missouri

By _____
Signature

Printed Name _____

Title _____ Dated: _____

Amendment 1 Fee Summary - Overlook, Parking Lot and RTP Grant			
Phase	**Task**	**Description**	**Fee**
200		**Survey Services**	**$9,100.00**
	203	Additional Topographical Survey	$9,100.00
700		**Parking Lot & Overlook Design Plans**	**$86,000.00**
	701	Overlook Concept Plans	$9,500.00
	702	Overlook & Parking Lot 60% Design Plans	$35,000.00
	703	Overlook & Parking Lot Final Design Plans	$25,000.00
	704	Hydraulic Analysis	$9,000.00
	705	Revised Wetland & Stream Delineation Report	$1,500.00
	706	Glade Restoration & Management Plan	$6,000.00
800		**Bidding Phase**	**$9,500.00**
	801	Preparation of Bid Documents	$6,500.00
	802	Review and Evaluate Bids	$3,000.00
900		**RTP Grant Permitting Assistance**	**$3,750.00**
	901	Wetland and Stream Field Delineation	$3,000.00
	902	Agency & Client Coordination	$750.00
		Contract Amendment Total =	**$ 108,350.00**

Attachments
Olsson Billing Rate Schedule
Exhibit A: Project Site
Exhibit B: RTP Permitting Site
Exhibit C: Additional Topo Area

EXHIBIT A - PROJECT SITE FOR OVERLOOK AND PARKING LOT DESIGN

PROJECT AREA

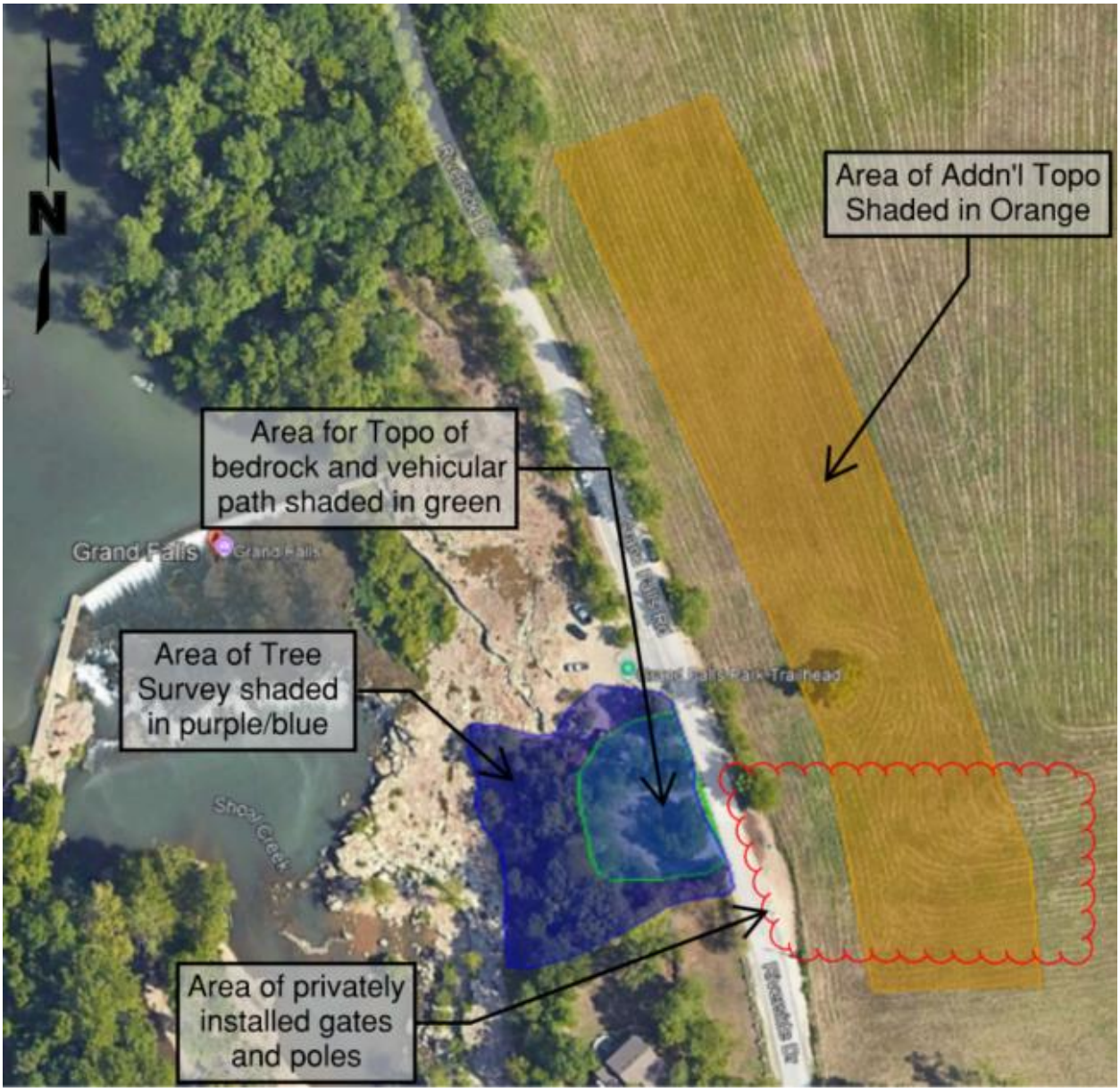
Grand Falls Rd

Riverside Dr

Google Earth

olsson

Topographic Data Collection Exhibit



550 E. St. Louis Street / Springfield, MO 65806
O 417.890.8802 **/ olsson.com**

COUNCIL BILL NO. 2025-128 ORDINANCE NO

AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC22-02 with Olsson in the not to exceed amount of One Hundred Eight Thousand Three Hundred Fifty and 00/100 dollars ($108,350.00) for professional engineering consulting services for the design of the Grand Falls Trail; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Amendment to Work Authorization OLS-OC22-02 with Olsson in the not to exceed amount of One Hundred Eight Thousand Three Hundred Fifty and 00/100 dollars ($108,350.00) for professional engineering consulting services for the design of the Grand Falls Trail, a true and accurate copy of said amendment to work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of July 8, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2025-128

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-130 Utility Relocation Reimbursement Agreement between City of Joplin and AT&T Enterprises, LLC for the Zora Street Improvements Phase 2 project

MEETING DATE
July 7, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-130; Agreement; 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 to enter into an agreement with AT&T Enterprises, LLC in the amount of One Hundred Forty-Eight Thousand Seven Hundred Twenty-Seven and 28/100 dollars ($148,727.28) for facility relocations required for the Zora Street Improvements Phase 2 project.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects was the improvement of E. Zora Street from Range Line Road to MO-249. Phase 1 of the Zora improvements project is defined as the construction of a new concrete roundabout at the intersection of Zora Street and Duquesne Road. Phase 2 of the project is defined as improving Zora Street from the new intersection at Duquesne Road east to MO-249, and Phase 3 is defined as improving Zora Street from Range Line Road to Duquesne Road. In June 2025, City Council approved a construction agreement with Emery Sapp and Sons, Inc. (ESS) for the construction of Phase 2 of the Zora Improvements project. The relocation of AT&T's facilities in this area are required for the completion of the construction project by ESS.

FUNDING SOURCE
This item is included in the FY 2025 Budget in the Capital Improvement Sales Tax Fund.

RECOMMENDATION
Staff recommend approval of Council Bill 2025-130, agreement with AT&T Enterprises, LLC in the amount of One Hundred Forty-Eight Thousand Seven Hundred Twenty-Seven and 28/100 dollars ($148,727.28) for facility relocations required for the Zora Street Improvements Phase 2 project on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the contractor for the roadway improvements project to proceed with the contracted work without any unnecessary delays, and is therefore an emergency.

COUNCIL BILL NO. 2025-130 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with AT&T Enterprises, LLC in the amount of One Hundred Forty-Eight Thousand Seven Hundred Twenty-Seven and 28/100 dollars ($148,727.28) for facility relocations required for the Zora Street Improvements Phase 2 project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City enter into an agreement with AT&T Enterprises, LLC in the amount of One Hundred Forty-Eight Thousand Seven Hundred Twenty-Seven and 28/100 dollars ($148,727.28) for facility relocations required for the Zora Street Improvements Phase 2 project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

Section 3. That upon the passage of this ordinance, AT&T Enterprises, LLC shall be paid from the Capital Improvement Sales Tax fund.

Section 4. That the City hereby declares that this ordinance dealing with a public improvement, is an emergency within the meaning of section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the contractor for the roadway improvements project to proceed with the contracted work without any unnecessary delays, and is therefore an emergency.

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

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2025-130

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

_____

Leslie Haase, Director of Finance

REIMBURSEMENT AGREEMENT

This AGREEMENT made this ____ day of _____, 20__, by and between AT&T Enterprises, LLC., on behalf of itself and its affiliated companies, which has a place of business at 3450 Riverwood Parkway SE, Room 162, Atlanta, GA 30339 ("AT&T") and The City of Joplin, which has a place of business at **602 South Main Street Joplin, MO 64801.**

WITNESSETH:

WHEREAS, AT&T is a grantee of a Jasper County Permit that allows the installation, relocation and maintenance of Fiber Optic (Telecommunications) facilities located within Jasper County, State of Missouri (the "Easement"); and

WHEREAS, the Easement and any AT&T buried cable and associated facilities that have been placed within the Easement will be adversely impacted by Developer's proposed construction within the Easement strip; and

WHEREAS, Developer will reimburse AT&T for AT&T's cost of protecting, relocating and/or lowering sections of the AT&T Fiber Optic Cable located on the Springfield, MO to Joplin, MO fiber optic route at/near Zora Rd., Joplin Missouri ((the "Cable");

NOW THEREFORE, the parties agree as follows:

1. AT&T will provide engineering, plant protection, labor, materials, and supervision necessary to protect, relocate and/or lower the Cable, as deemed necessary in AT&T's sole judgment (the "Work"). The Work is more particularly described in attached Exhibit A. The starting date will be set by the parties so that the Work can be completed as expeditiously as practicable.

2. Developer shall pay AT&T the actual cost of the Work, which is estimated to be One Hundred Forty Eight Thousand Seven Hundred Twenty Seven Dollars 28/100 ($148,727.28), as shown on attached Exhibit B. Developer acknowledges that the estimated cost does not include rock removal costs and that if rock removal is required, the actual cost may greatly exceed the estimated cost. Upon completion of the Work, AT&T will send a final invoice to Developer for the actual cost of the Work. If the actual cost is greater than the estimated amount, Developer will pay to AT&T the difference within thirty (30) days from the invoice date. If the actual cost is less than the estimated amount, AT&T shall reimburse Developer the difference within sixty (60) days from the invoice date.

3. Developer agrees to exercise all due caution while working near the Cable, in order to prevent damage to the Cable. Developer agrees:

(a) to notify AT&T by telephone at 1-800 252-1133 at least forty-eight (48) hours prior to performing any construction, demolition or repairs at the Cable location;

(b) not to use at the Cable location any tool, equipment, or the machinery capable of being operated within ten (10) feet of the Cable;

(c) to perform construction, demolition, repair, modifications, additions and any other activities in compliance with all applicable laws and regulations and in a manner that does not interfere with the operations of AT&T; and

(d) not to work at the Cable location without AT&T's prior authorization and AT&T's On-Site Work Force personnel being present during the work.

4. Developer (the "Indemnifying Party") shall indemnify, defend and hold harmless AT&T (the "Indemnified Party") from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) that may from time to time be asserted by third parties against the Indemnified Party because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, to the extent caused by the negligence or misconduct of the Indemnifying Party, its agents, employees or contractors. For purposes of indemnifications set forth in this Agreement, "Indemnified Party" means AT&T, its affiliates, subsidiaries, parent, successors and assigns and its and their employees, directors, officers, agents, contractors and subcontractors. The Indemnified Party:

4.1 shall notify the Indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby;

4.2 shall have the right to participate in such defense or settlement with its own counsel and at its own expense, but the Indemnifying Party shall have control of this defense or settlement; and

4.3 shall reasonably cooperate with the defense.

5. AT&T MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANITES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT AS PROVIDED IN SECTION 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTIAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING , BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF

REPLACEMENT SERVICES, OR CLAIMS OF CUSTOMERS OR OF OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

7. Developer shall keep the Cable and other property of AT&T free from all mechanic's, artisan's, materialman's, architect's, or similar services' liens which arise in any way from or as a result of its activities and cause any such liens which may arise to be discharged or released.

8. Except for payment of the cost of the Work, neither party shall have any liability for its delays or its failure in performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its control, whether or not similar to the foregoing.

9. A party shall be in default if it fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice (fourteen (14) days in the case of Developer's failure to pay

AT&T the estimated and/or actual cost of the Work); provided, however, that when such default (excluding Developer's non-payment) cannot reasonably be cured within such thirty (30) day period, this period will be extended if that party promptly commences to cure the same and prosecutes such curing with due diligence. Upon the default by a party, the other party may terminate this Agreement and pursue any legal remedies it may have under applicable law or principles of equity.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. Developer shall not assign, transfer, or dispose of this Agreement or any of its rights or obligations hereunder without prior written consent of AT&T; provided, however, that Developer may assign or transfer this Agreement to a controlling or controlled affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of AT&T. An assignment, transfer or disposition of this Agreement by Developer shall not relieve Developer of any of its obligations under this Agreement. AT&T shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in party, to any party. An assignment, transfer or disposition of this Agreement by AT&T shall not relieve AT&T of any of its obligations under this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

11. Any demand, notice or other communication to be given to a party in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by commercial overnight delivery

service addressed to the recipient as set forth below or to such other address or individual, as may be designated by notice given by the party to the other:

AT&T:

AT&T Enterprises LLC.
3450 Riverwood Parkway SE
Room 162-RW
Atlanta, GA 30339
Attention: Rodrick Waters

With a copy to:

AT&T Enterprises LLC.
One AT&T Way
Room: 3A105
Bedminster, New Jersey 07921
Attention: AT&T Legal - Network Services

Developer:

City of Joplin
602 S. Main St.
Joplin, MO
Attn: Director of Public Works

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and if given by registered or certified mail, return receipt requested or by commercial overnight delivery service on the date of receipt thereof.

12. The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.

13. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of New York without reference to its choice of law principles.

14. Each party represents and warrants that:

(a) It has full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;

(b) It has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;

(c) This Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and

(d) Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court or body.

15. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications, understandings and agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are an integral part hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

16. Each action or claim against any party arising under or relating to this Agreement shall be made only against such party as a corporate, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section 16 and shall be entitled to enforce the obligations of this Section 16.

17. The relationship between the parties shall not be that of partners, agents or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

18. This Agreement and each of the parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to benefit of the parties and each of their respective permitted successors and assigns.

19. No provision of this Agreement shall be interpreted to require any unlawful action by either party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement,

the parties shall promptly negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

20. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date first above set forth.

City of Joplin	**AT&T Entreprises LLC**
By:_____	By: _____
Name: Dan Johnson	Name: Todd R. Gregory
Title: Director of Public Works	Title: Sr. Network Proj/Prog Mgmt.

EXHIBIT A

THE WORK

EXHIBIT A

CLLI CODE: JPLNMOU001
PROJECT NUMBER: A0XXXX
SPECIFICATION:

VICINITY MAP



ZORA ROAD RELOCATION
JOPLIN MO

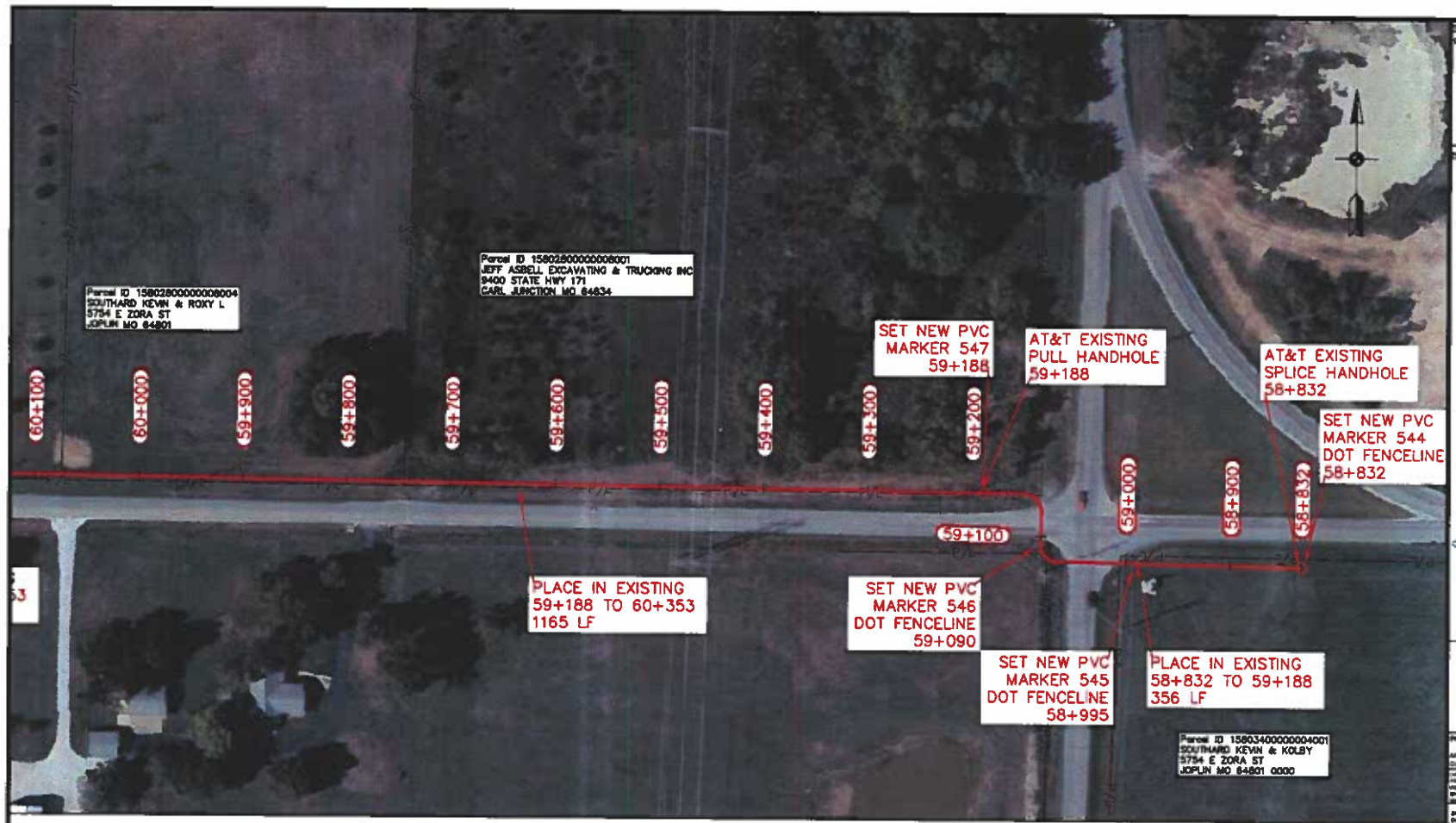
SPRINGFIELD TO JOPLIN
CARTHAGE TO JOPLIN

SDT

A UniTek Global Services Company

ISSUED FOR CONSTRUCTION
MARCH 14, 2025

at&t



R/W WIDTH PERMITS DETAILS B

COUNTY PERMIT #
COUNTY FILE #

R/W WIDTH PERMITS B DETAILS

TO JOPLIN

TO CARTHAGE

SEE DWG. DN002 60+100

3-1.25 I.D. HDPE

W.W. = 1165'

75' COIL SLACK

EXISTING PULL HH 59+188 30"X48"X16"

1.5" HDPE
59+188
60+353
1165'
845C
3-1.25"
1-4" PVC
4DHX-24SSM
PLACE IN EXISTING

W.W. = 356'

75' COIL SLACK

EXISTING SPLICE HH 58+832 30"X48"X18"

1.5" HDPE
58+832
59+188
356'
845C
3-1.25"
1-4" PVC
4DHX-24SSM
PLACE IN EXISTING

3-1.25 I.D. HDPE

SEE DWG. SW11748 SHEET 34A 58+832

CONSTRUCTION DRAWINGS: 3-14-25

ZORA RD RELOCATION

SDT

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at&t

PREPARED FOR RECORD

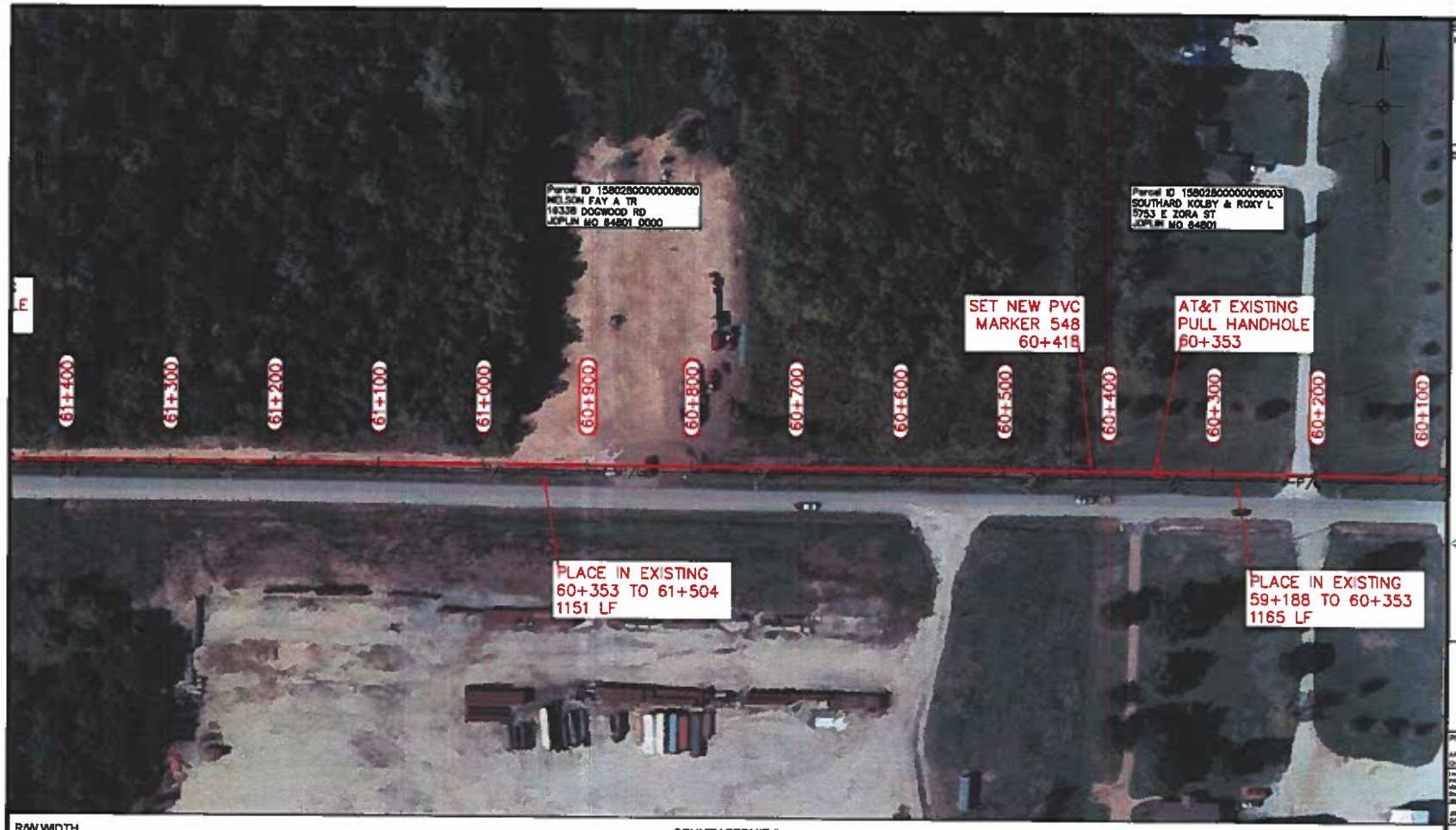
PROPRIETARY

SCALE 1" = 100'

SPRINGFIELD MO TO JOPLIN MO LIGHTGUIDE CABLE

CARTHAGE REGEN TO JOPLIN POP DETAILED CONSTRUCTION DRAWINGS

DN001



R/W WIDTH PERMITS DETAILS B

COUNTY PERMIT #
COUNTY FILE #

R/W WIDTH PERMITS & DETAILS

TO JOPLIN

TO CARTHAGE

SEE DWG. DN003 61+400

W.W. = 1151'

3-1.25 I.D. HDPE

1.5" HDPE
60+353
61+504
1151'
845C
3-1.25"
1-4" PVC
4DHX-24SSM
PLACE IN EXISTING

75' COIL SLACK

EXISTING PULL HH 60+353 30"X48"X18"

W.W. = 1165'

1.5" HDPE
59+188
60+353
1165'
845C
3-1.25"
1-4" PVC
4DHX-24SSM
PLACE IN EXISTING

3-1.25 I.D. HDPE

SEE DWG. DN001 60+100

CONSTRUCTION DRAWINGS: 3-14-25

ZORA RD RELOCATION

SDT

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at&t

PREPARED FOR RECORD

APPROVED FOR OUTSIDE PLANT ENGINEER DATE

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF

SIGNED DATE REG. NO.

PROPRIETARY

USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION

PROJECT NUMBER

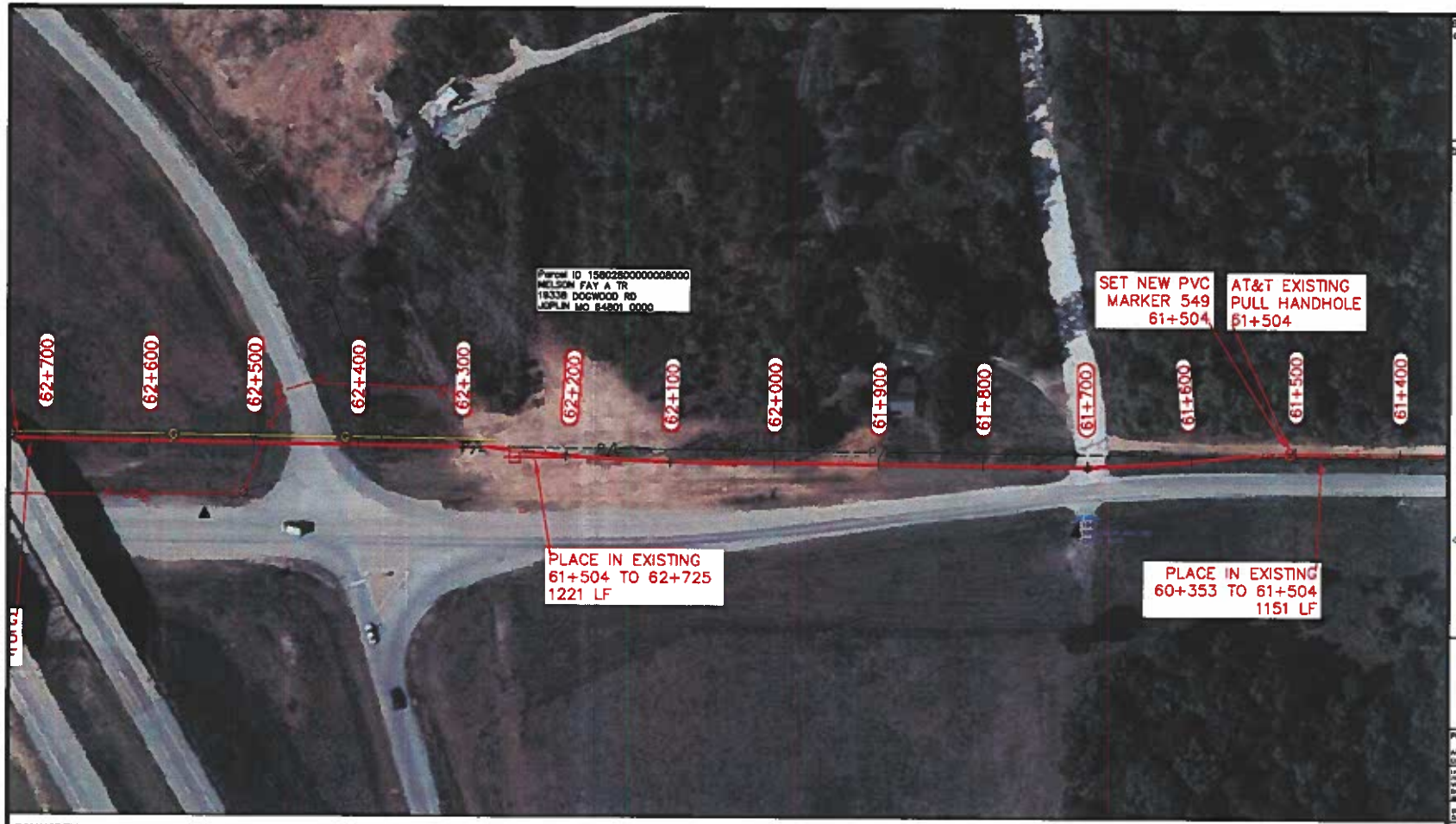
CONNECTED AT&T
LINE CODE F404
CABLE CLLI JPLNMOJD01

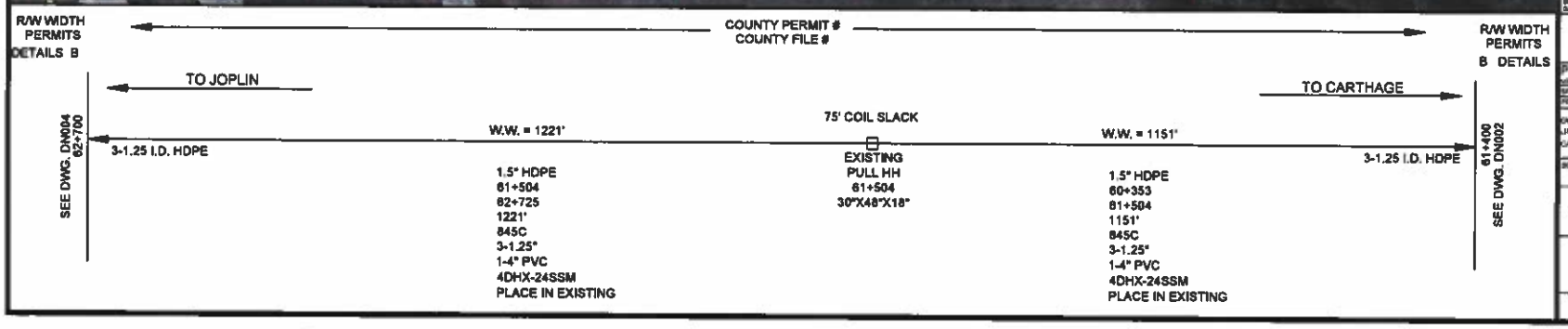
SCALE 1" = 100'

SPRINGFIELD MO TO JOPLIN MO LIGHTGUIDE CABLE

CARTHAGE REGEN TO JOPLIN POP DETAILED CONSTRUCTION DRAWINGS

DN002





CONSTRUCTION DRAWINGS 3-14-25

ZORA RD RELOCATION

SDT

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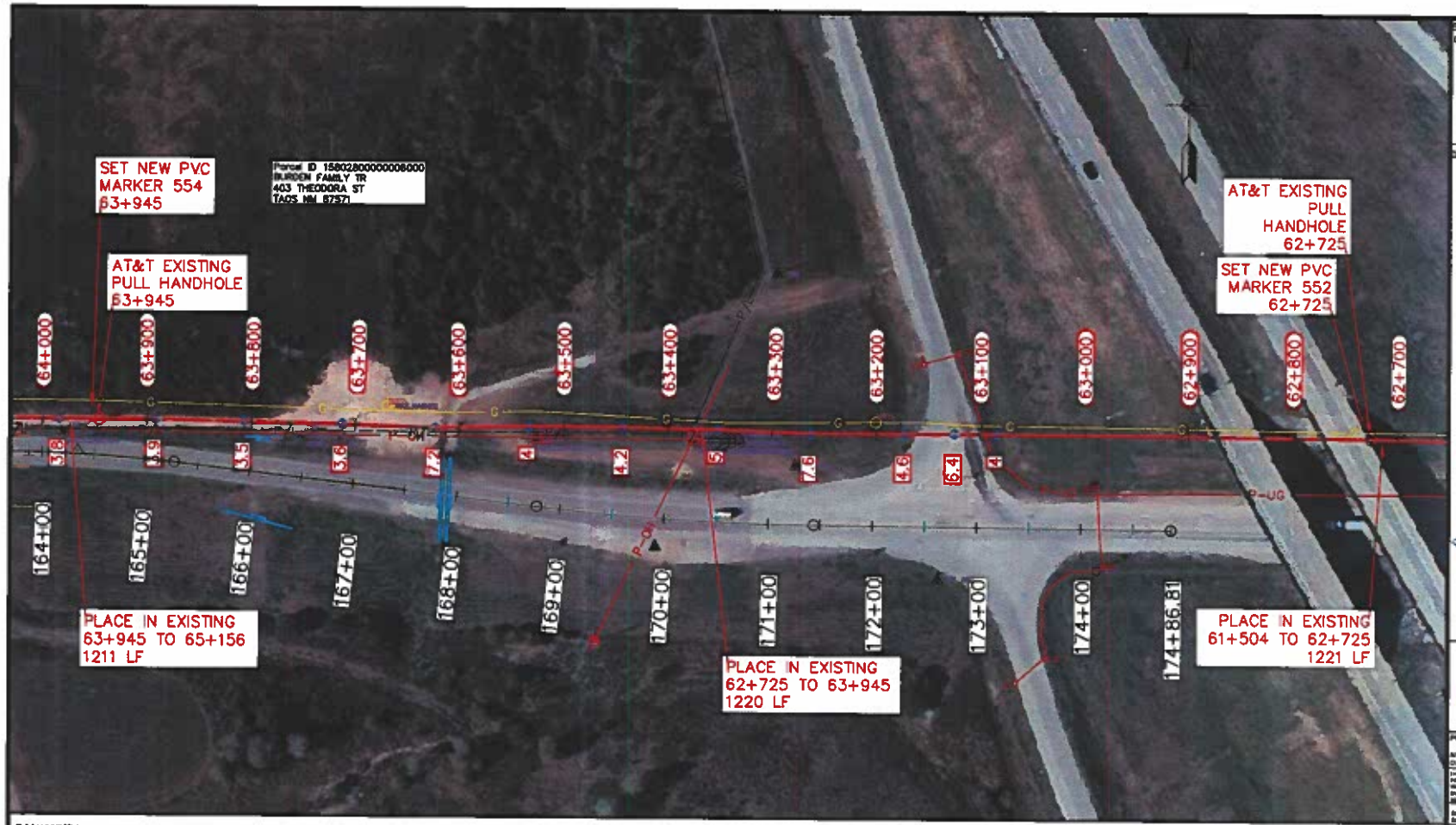
PREPARED FOR RECORD

PROPRIETARY

SPRINGFIELD MO TO JOPLIN MO LIGHTGUIDE CABLE

CARTHAGE REGEN TO JOPLIN POP DETAILED CONSTRUCTION DRAWINGS

DN003



R/W WIDTH PERMITS DETAILS B

COUNTY PERMIT #
COUNTY FILE #

R/W WIDTH PERMITS B DETAILS

TO JOPLIN

TO CARTHAGE

SEE DWG. DN005 64+000

3-1.25 I.D. HDPE

W.W. = 1211'

1.5" HDPE
63+945
65+156
1211'
845C
3-1.25"
1-4" PVC
4DHX-24SSM
PLACE IN EXISTING

75' COIL SLACK

EXISTING PULL HH 63+945 30"X48"X18"

W.W. = 1220'

1.5" HDPE
62+725
63+945
1220'
845C
3-1.25"
1-4" PVC
4DHX-24SSM
PLACE IN EXISTING

75' COIL SLACK

EXISTING PULL HH 62+725 30"X48"X18"

W.W. = 1221'

1.5" HDPE
61+504
62+725
1221'
845C
3-1.25"
1-4" PVC
4DHX-24SSM
PLACE IN EXISTING

3-1.25 I.D. HDPE

62+700 SEE DWG. DN003

CONSTRUCTION DRAWINGS: 3-14-25

ZORA RD RELOCATION

SDT

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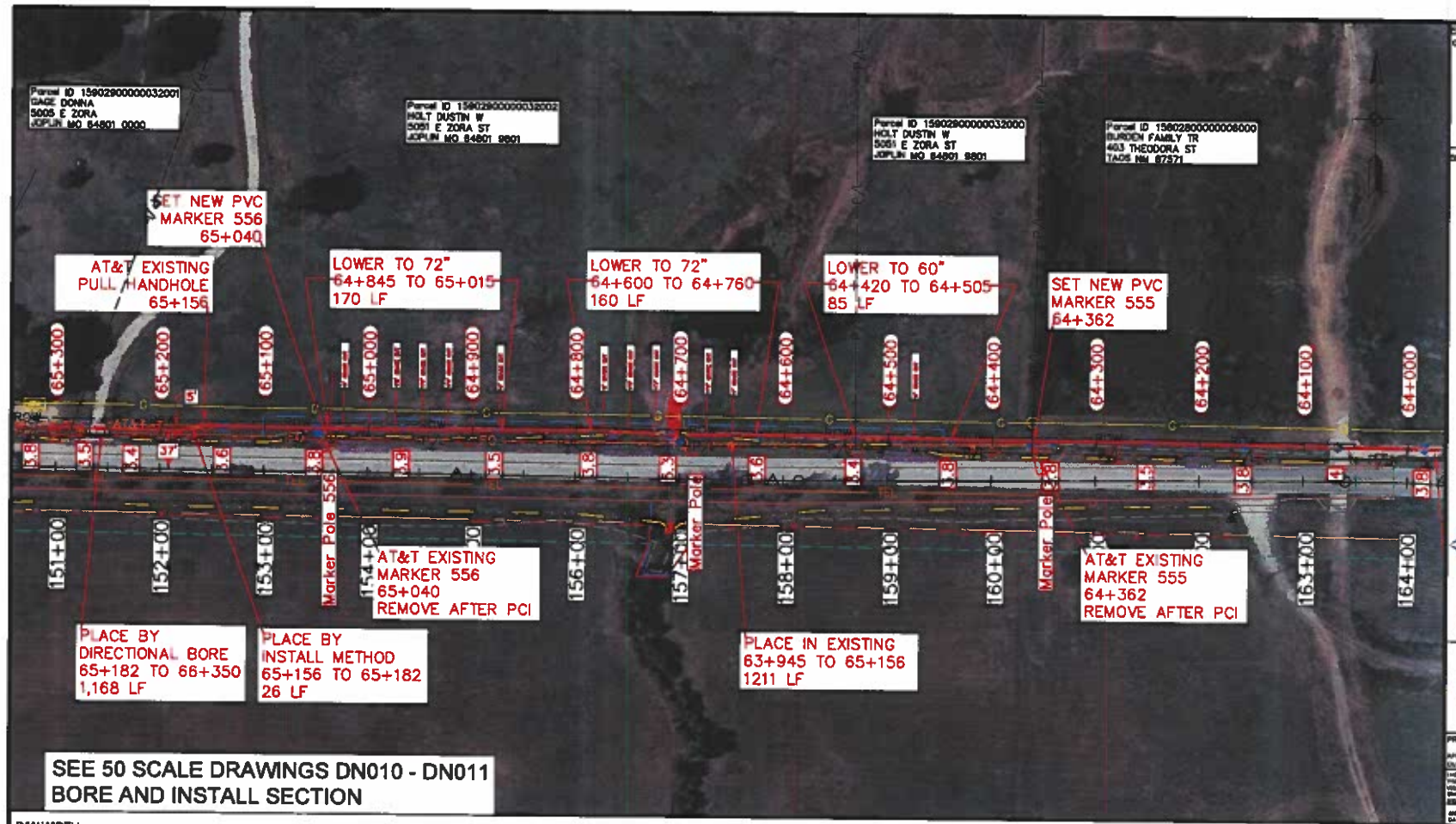
PROPRIETARY

SCALE 1" = 100'

SPRINGFIELD MO TO JOPLIN MO LIGHTGUIDE CABLE

CARTHAGE REGEN TO JOPLIN POP DETAILED CONSTRUCTION DRAWINGS

DN004



R/W WIDTH PERMITS DETAILS B

COUNTY PERMIT #
COUNTY FILE #

R/W WIDTH PERMITS B DETAILS

TO JOPLIN

TO CARTHAGE

SEE DWG. DN006 65+300

W.W. = 1217'

75' COIL SLACK

W.W. = 1211'

3-1.25 I.D. HDPE

3-1.25 I.D. HDPE

SEE DWG. DN004 64+000

1.5" HDPE 65+182 66+350 1168' 845C 3-1.25" 1-4" PVC 4DHX-24SSM BORE	1.5" HDPE 65+156 65+182 26' 845C 3-1.25" 1-4" PVC 4DHX-24SSM INSTALL	EXISTING PULL HH 65+158 30"X48"X18"	1.5" HDPE 64+845 65+015 170' 845C 3-1.25" 1-4" PVC 4DHX-24SSM LOWER TO 72" DOC	1.5" HDPE 64+600 64+760 160' 845C 3-1.25" 1-4" PVC 4DHX-24SSM LOWER TO 72" DOC	1.5" HDPE 64+420 64+505 85' 845C 3-1.25" 1-4" PVC 4DHX-24SSM LOWER TO 60" DOC	1.5" HDPE 63+945 65+156 1211' 845C 3-1.25" 1-4" PVC 4DHX-24SSM PLACE IN EXISTING

CONSTRUCTION DRAWINGS: 3-14-25

ZORA RD RELOCATION

SDT

A UniTek Global Services Company

at&t

PREPARED FOR RECORD

PROPRIETARY

SPRINGFIELD MO TO JOPLIN MO LIGHTGUIDE CABLE

CARTHAGE REGEN TO JOPLIN POP DETAILED CONSTRUCTION DRAWINGS

DN005



CONSTRUCTION DRAWINGS: 3-14-25

NOTES

ZORA RD RELOCATION

SDT

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APPROVED FOR OUTSIDE PLANT DATE

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF

SIGNED DATE

PROPRIETARY

PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION

PROJECT NUMBER

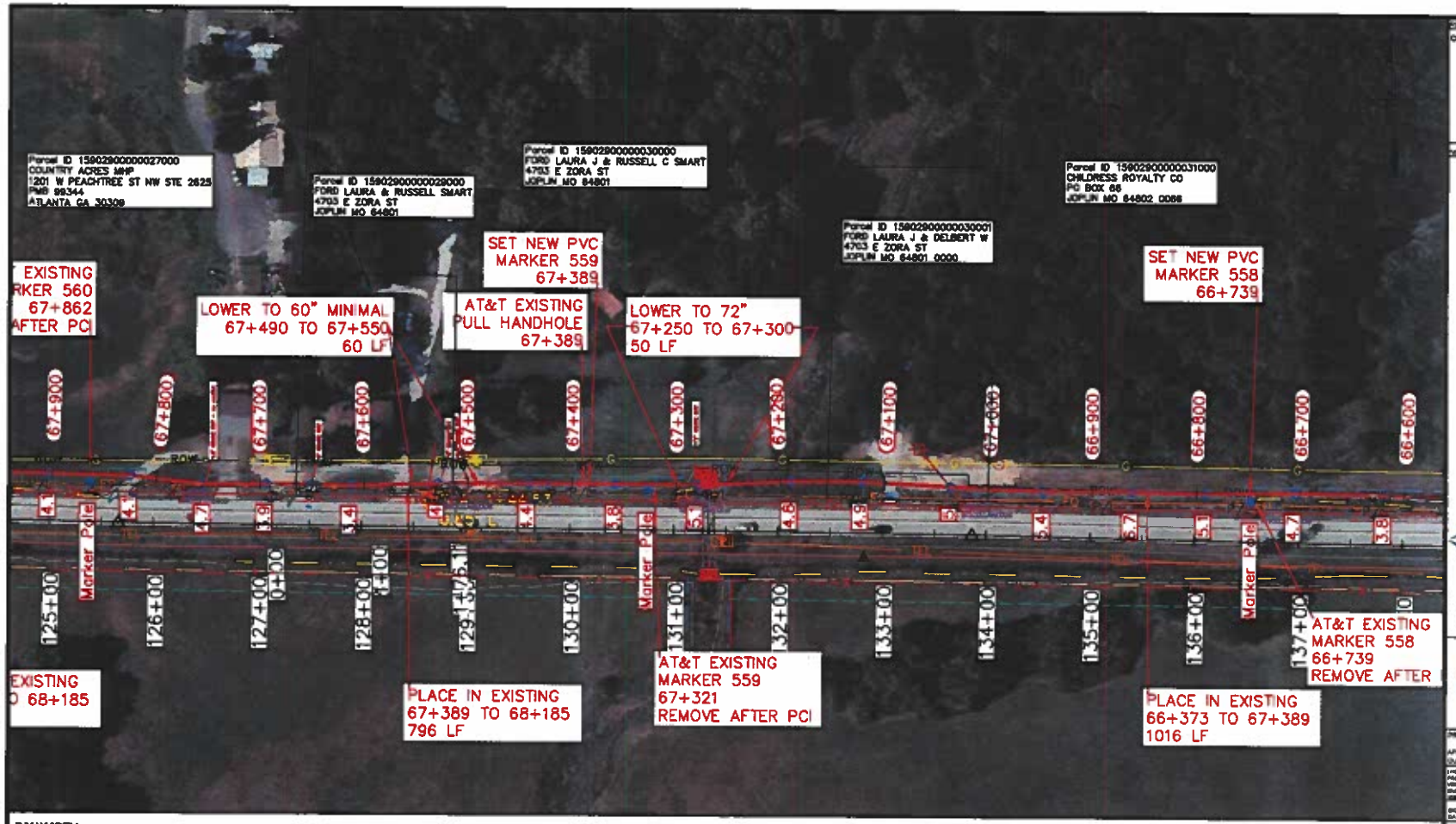
OWNERSHIP AT&T
LINE CODE F404
CABLE CLLI JPLMOLG001

SCALE 1" = 100'

SPRINGFIELD MO TO JOPLIN MO LIGHTGUIDE CABLE

CARTHAGE REGEN TO JOPLIN POP DETAILED CONSTRUCTION DRAWINGS

DN006



CONSTRUCTION DRAWINGS 3-14-25

ZORA RD
RELOCATION

SDT

A UniTek Global Services Company

at&t

PREPARED FOR RECORD

PROPRIETARY

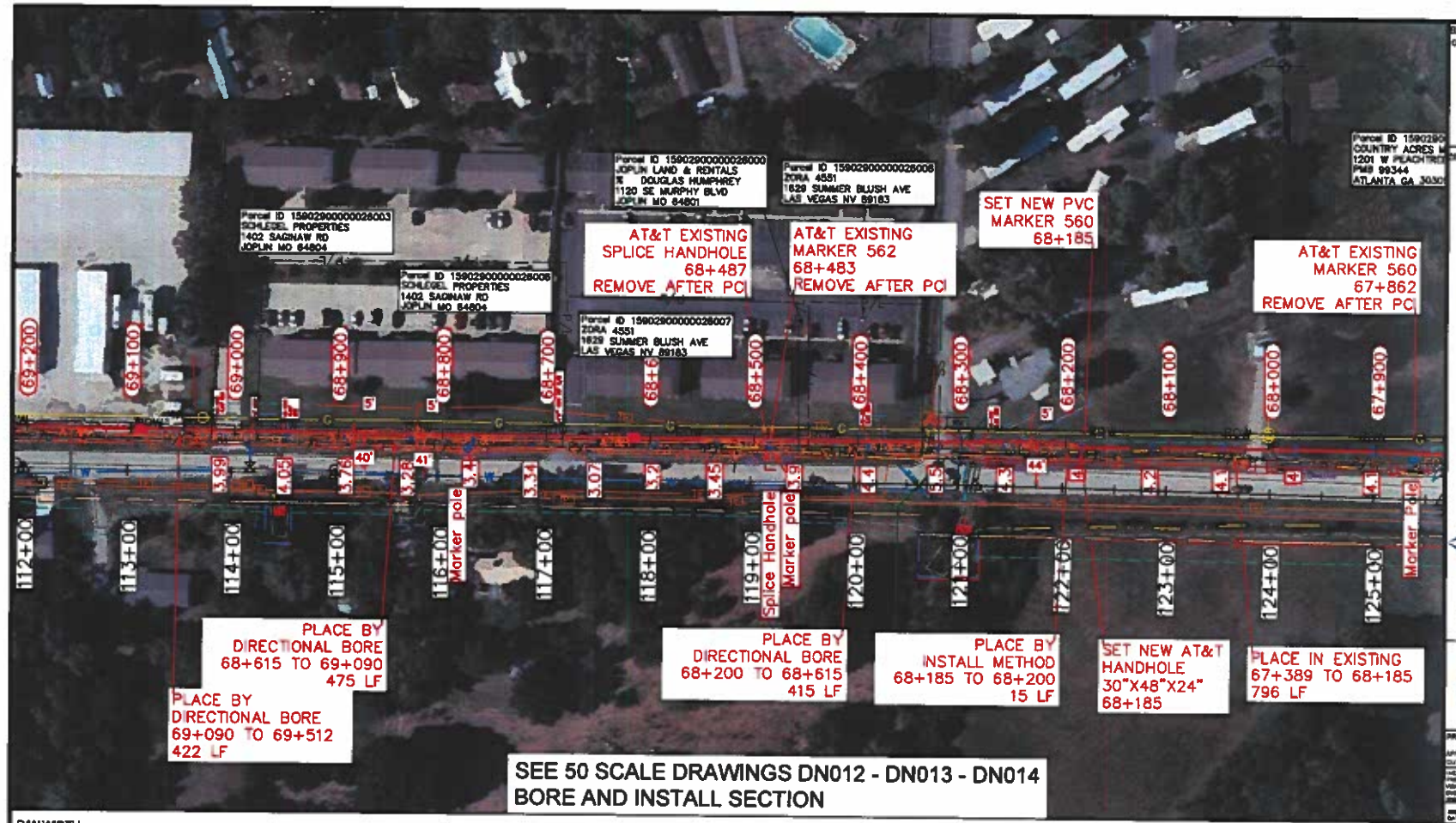
OWNERSHIP AT&T
LINE CODE F404
CABLE CLLI JPLMAOU001

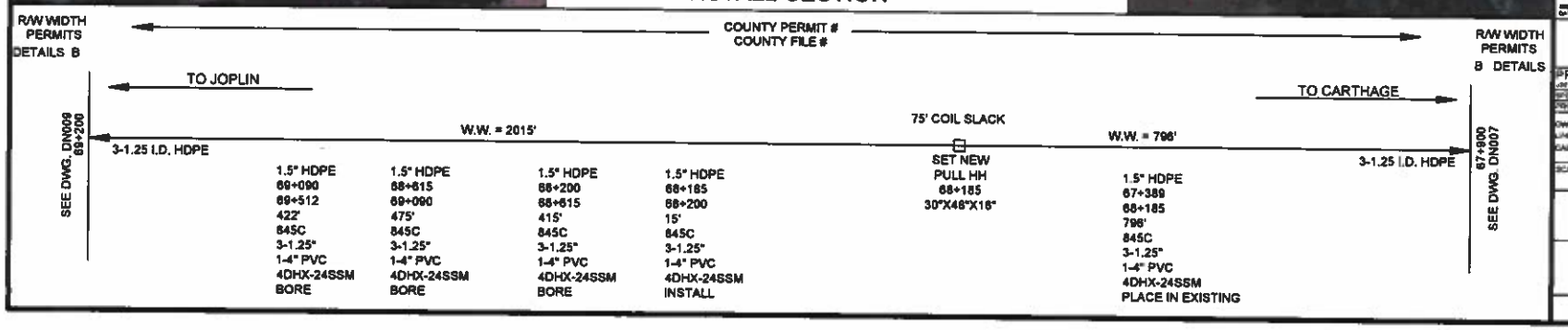
SCALE 1" = 100'

SPRINGFIELD MO
TO JOPLIN MO
LIGHTGUIDE CABLE

CARTHAGE REGEN
TO JOPLIN POP
DETAILED CONSTRUCTION
DRAWINGS

DN007





CONSTRUCTION DRAWINGS 3-14-25

ZORA RD RELOCATION

SDT

A UniTek Global Services Company

at&t

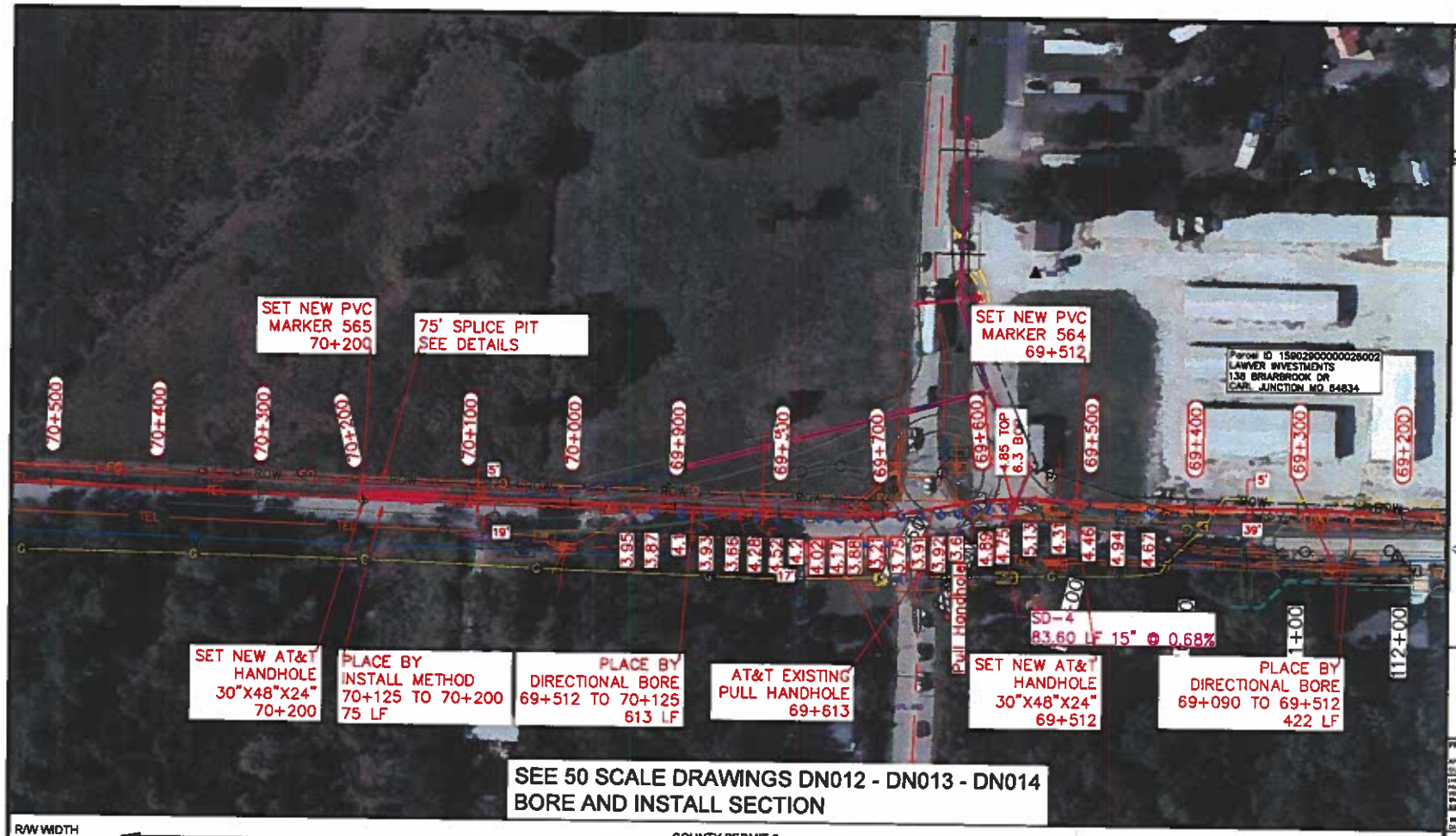
PREPARED FOR RECORD

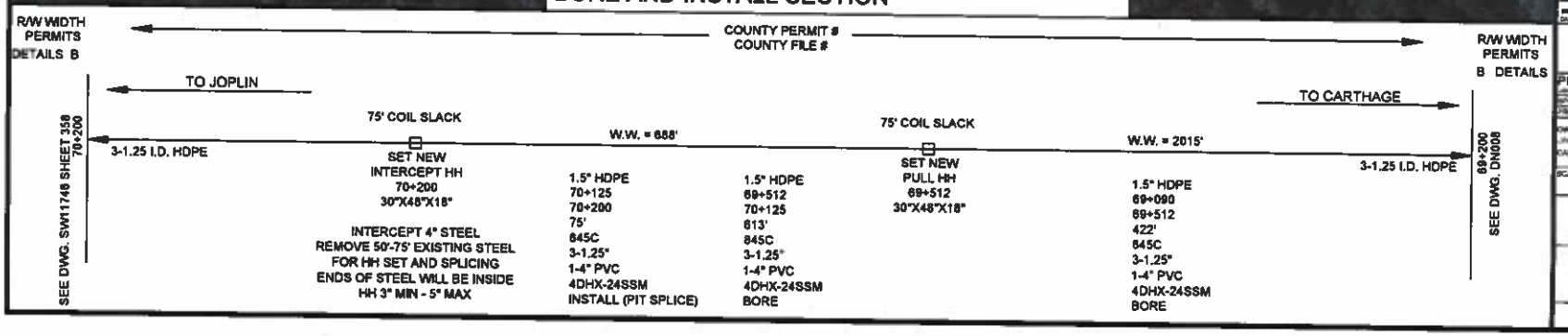
PROPRIETARY

SPRINGFIELD MO TO JOPLIN MO LIGHTGUIDE CABLE

CARTHAGE REGEN TO JOPLIN POP DETAILED CONSTRUCTION DRAWINGS

DN008





CONSTRUCTION DRAWINGS: 3-14-23

ZORA RD RELOCATION

SDT

A UniTek Global Services Company

at&t

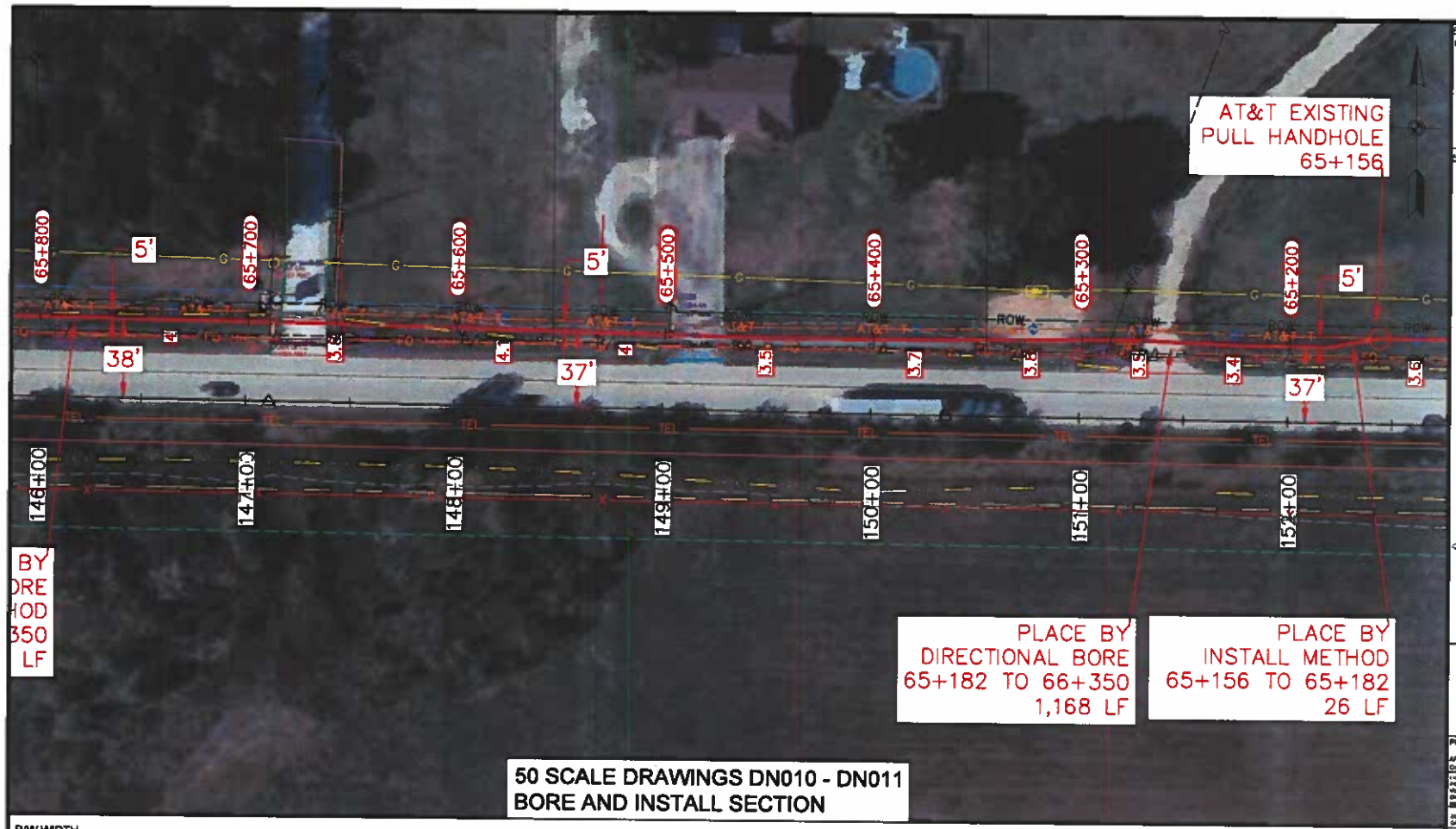
PREPARED FOR RECORD

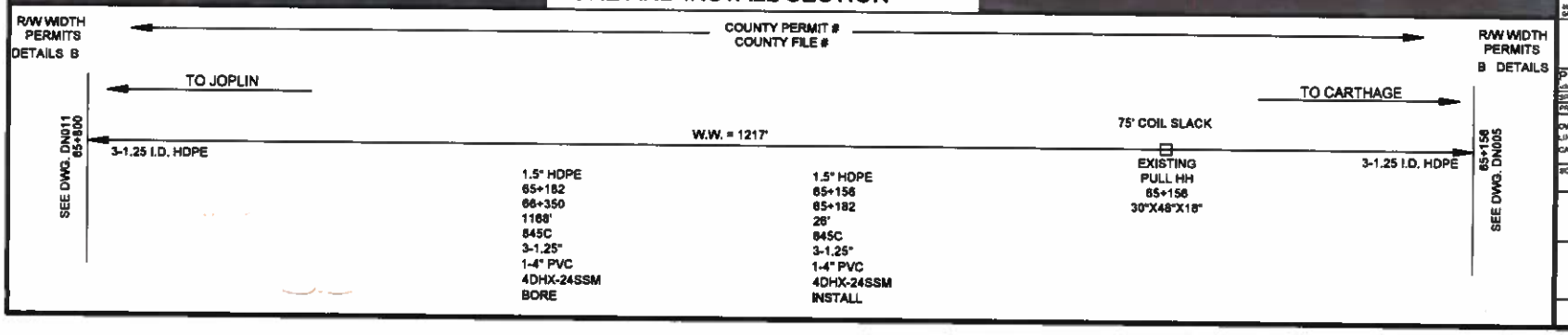
PROPRIETARY

SPRINGFIELD MO TO JOPLIN MO LIGHTGUIDE CABLE

CARTHAGE REGEN TO JOPLIN POP DETAILED CONSTRUCTION DRAWINGS

DN009





REVISIONS
CONSTRUCTION DRAWINGS: 3-14-25

NOTES

ZORA RD
RELOCATION

SDT
A UniTek Global Services Company

at&t

PREPARED FOR RECORD

APPROVED FOR
OUTSIDE PLANT ENGINEER DATE

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF MISSOURI

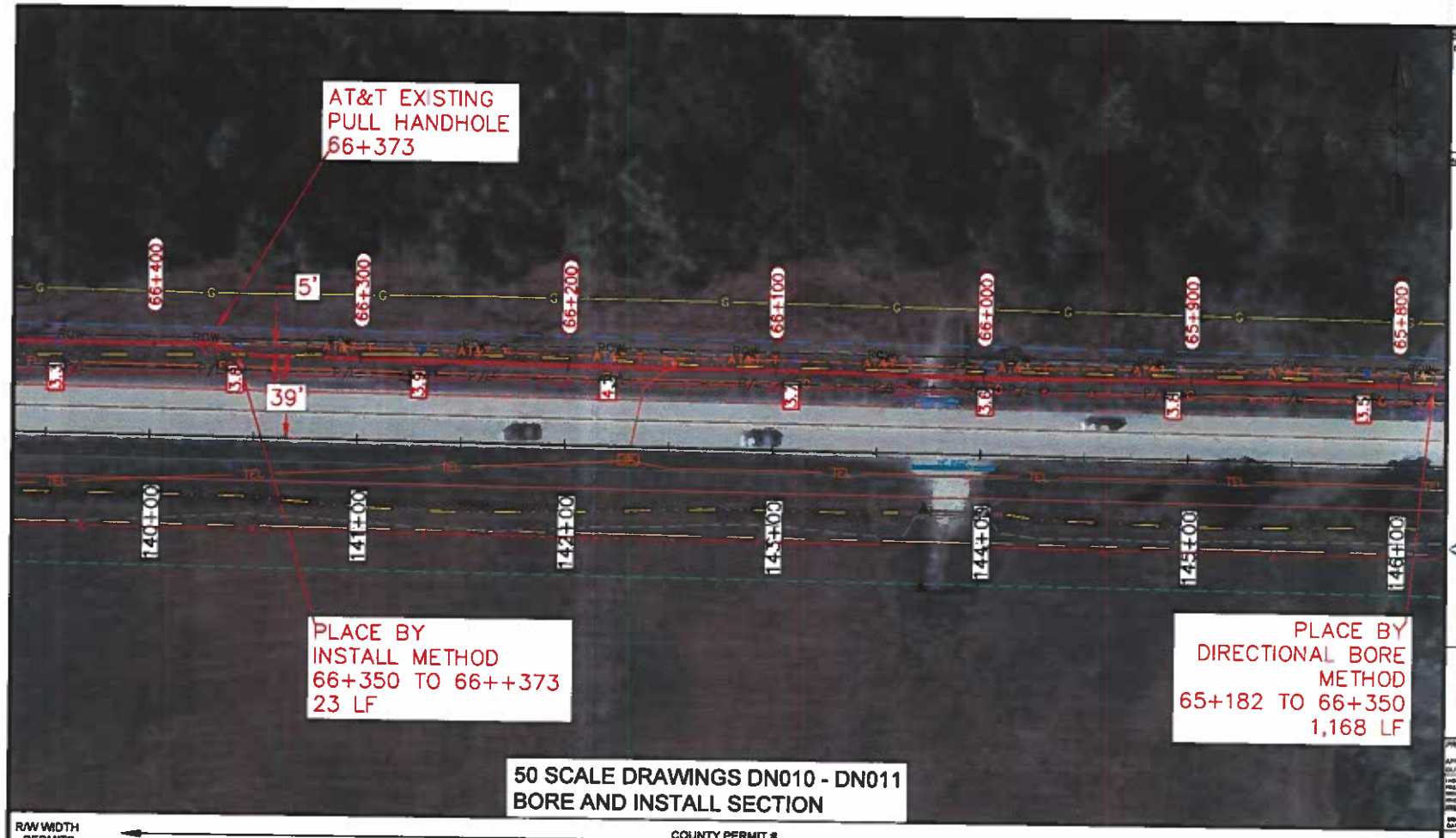
SIGNED
DATE MO. NO.

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS
SPECIFICATION
PROJECT NUMBER
OWNERSHIP AT&T
LINE CODE F45A
CABLE CLLI JPLAMOU001
SCALE 1" = 50'

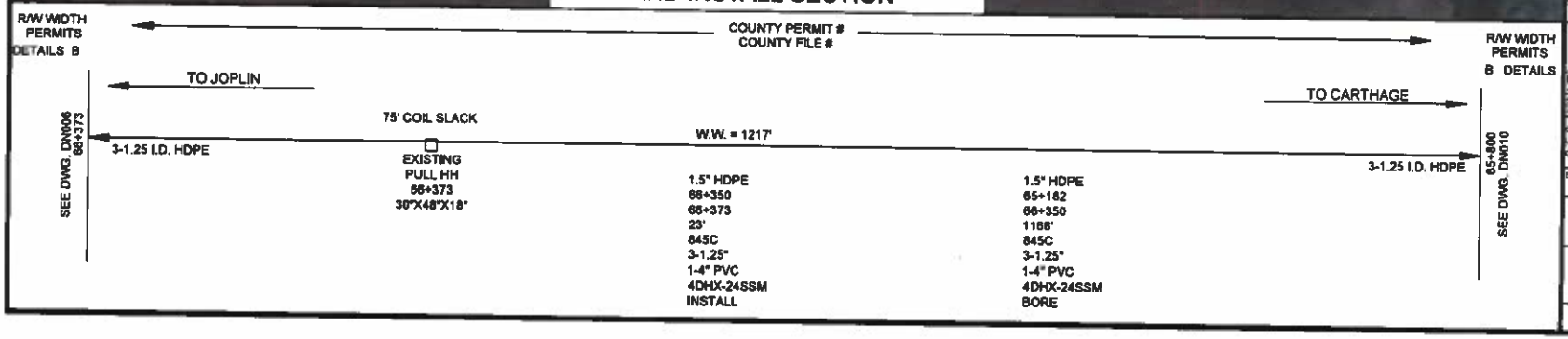
SPRINGFIELD MO
TO JOPLIN MO
LIGHTGUIDE CABLE

CARTHAGE REGEN
TO JOPLIN POP
DETAILED CONSTRUCTION
DRAWINGS

DN010



50 SCALE DRAWINGS DN010 - DN011
BORE AND INSTALL SECTION



CONSTRUCTION DRAWINGS: 3-14-25

ZORA RD
RELOCATION

SDT

A UniTek Global Services Company

at&t

PREPARED FOR RECORD

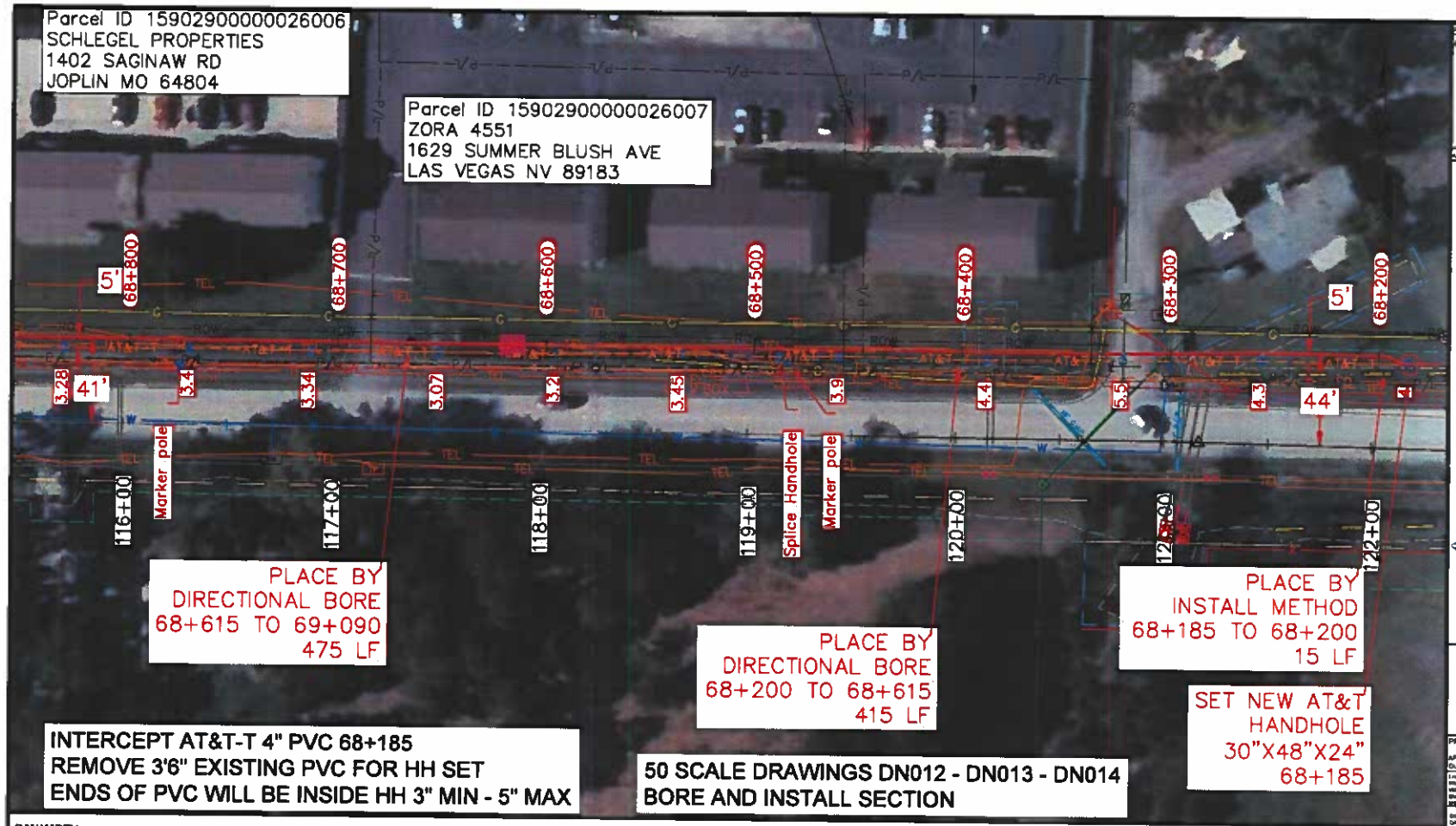
PROPRIETARY

OWNERSHIP AT&T
LINE CODE F404
CABLE CLLI JPLMOCL001
SCALE 1" = 50'

SPRINGFIELD MO
TO JOPLIN MO
LIGHTGUIDE CABLE

CARTHAGE REGEN
TO JOPLIN POP
DETAILED CONSTRUCTION
DRAWINGS

DN011



R/W WIDTH PERMITS DETAILS B

COUNTY PERMIT #
COUNTY FILE #

R/W WIDTH PERMITS & DETAILS

TO JOPLIN

TO CARTHAGE

SEE DWG. DN008 68+650

W.W. = 2015'

3-1.25 I.D. HDPE

75' COIL SLACK

3-1.25 I.D. HDPE

SEE DWG. DN008 68+185

1.5" HDPE	1.5" HDPE	1.5" HDPE	SET NEW PULL HH
68+615	68+200	68+185	68+185
69+090	68+615	68+200	30"X48"X18"
475'	415'	15'	
845C	845C	845C	INTERCEPT 4" PVC
3-1.25"	3-1.25"	3-1.25"	REMOVE 3'6" EXISTING PVC
1-4" PVC	1-4" PVC	1-4" PVC	FOR HH SET
4DHX-24SSM	4DHX-24SSM	4DHX-24SSM	ENDS OF PVC WILL BE
BORE	BORE	INSTALL	INSIDE HH 3" MIN - 5" MAX

REVISIONS
CONSTRUCTION DRAWINGS 3-14-25

NOTES

ZORA RD
RELOCATION

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APPROVED FOR
OUTSIDE PLANT ENGINEER DATE

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ENGINEER
DATE REG NO

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION
PROJECT NUMBER

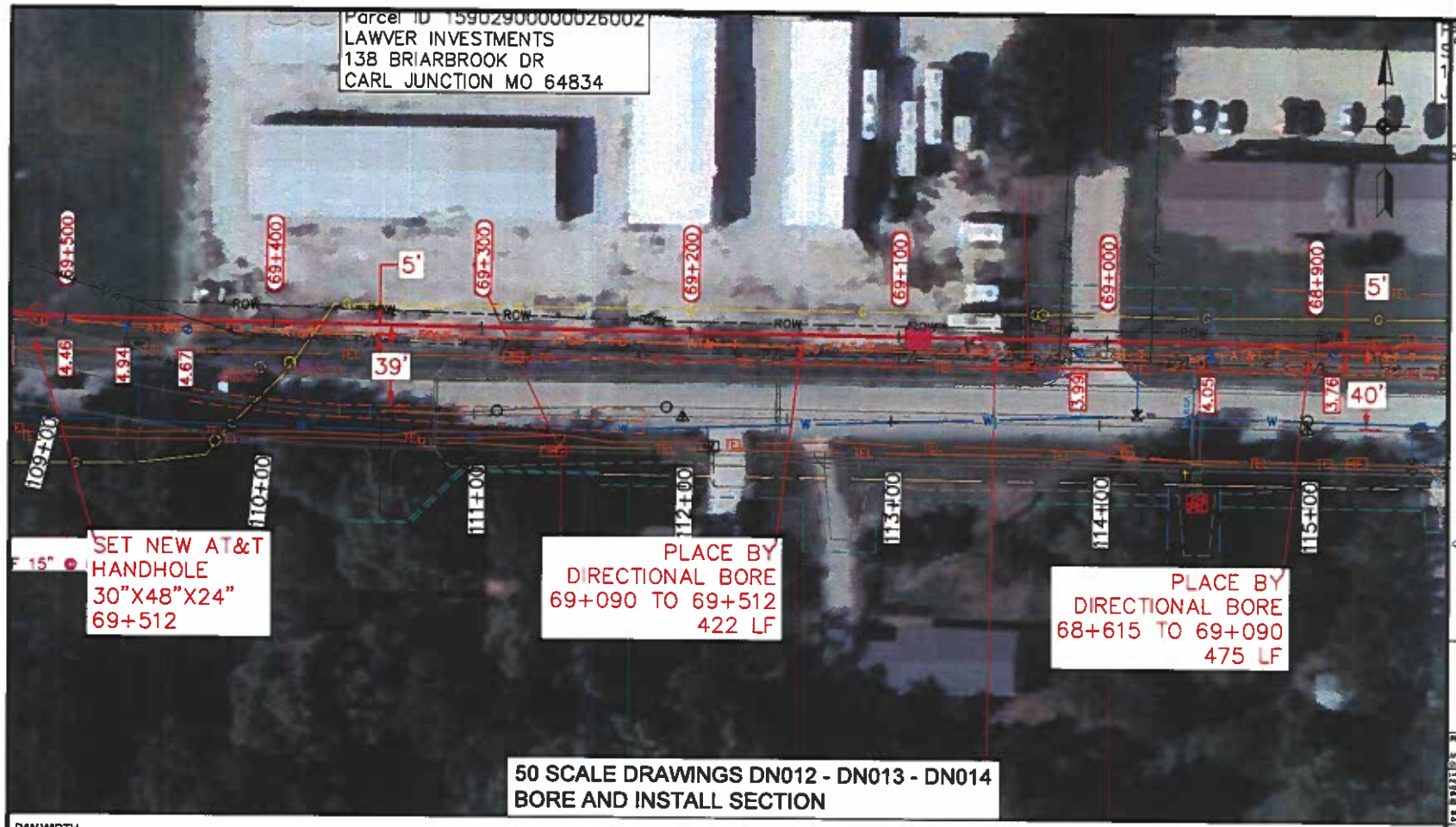
OWNERSHIP AT&T
LINE CODE F404
CABLE CLLI JPLNMOJD01

SCALE 1" = 50'

SPRINGFIELD MO
TO JOPLIN MO
LIGHTGUIDE CABLE

CARTHAGE REGEN
TO JOPLIN POP
DETAILED CONSTRUCTION
DRAWINGS

DN012



CONSTRUCTION DRAWINGS: 3-14-23

ZORA RD RELOCATION

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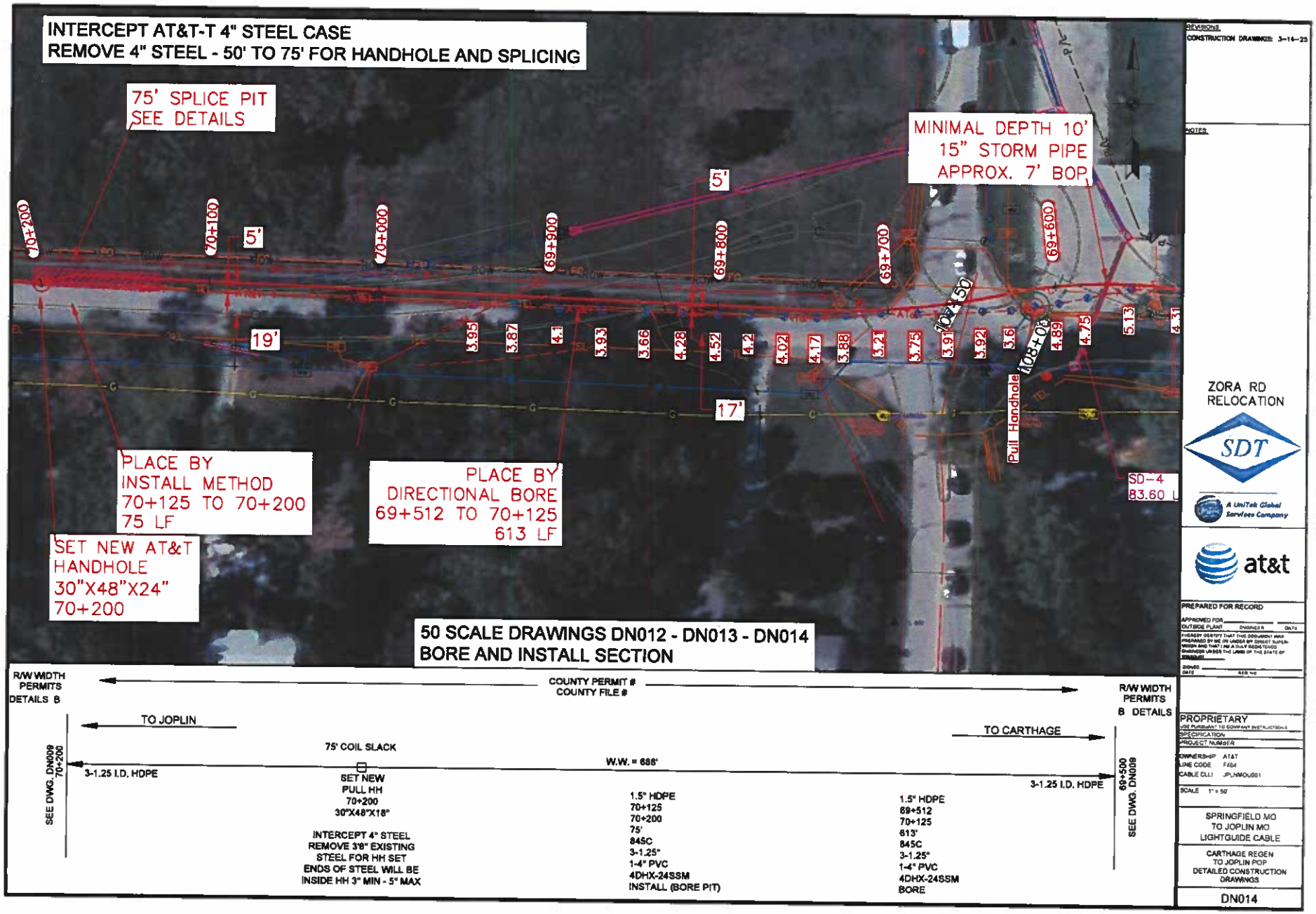
PREPARED FOR RECORD

PROPRIETARY

SPRINGFIELD MO TO JOPLIN MO LIGHTGUIDE CABLE

CARTHAGE REGEN TO JOPLIN POP DETAILED CONSTRUCTION DRAWINGS

DN013


INTERCEPT AT&T-T 4" STEEL CASE
REMOVE 4" STEEL - 50' TO 75' FOR HANDHOLE AND SPLICING
75' SPLICE PIT
SEE DETAILS
MINIMAL DEPTH 10'
15" STORM PIPE
APPROX. 7' BOP
5'
5'
19'
17'
70+200
70+100
70+000
69+900
69+800
69+700
69+600
PLACE BY
INSTALL METHOD
70+125 TO 70+200
75 LF
PLACE BY
DIRECTIONAL BORE
69+512 TO 70+125
613 LF
SET NEW AT&T
HANDHOLE
30"X48"X24"
70+200
Pull Handhole
SD-4
83.60 L
50 SCALE DRAWINGS DN012 - DN013 - DN014
BORE AND INSTALL SECTION
R/W WIDTH
PERMITS
DETAILS B
COUNTY PERMIT #
COUNTY FILE #
R/W WIDTH
PERMITS
B DETAILS
TO JOPLIN
TO CARTHAGE
75' COIL SLACK
W.W. = 686'
SEE DWG. DN009
70+200
3-1.25 I.D. HDPE
SET NEW
PULL HH
70+200
30"X48"X18"
INTERCEPT 4" STEEL
REMOVE 3'6" EXISTING
STEEL FOR HH SET
ENDS OF STEEL WILL BE
INSIDE HH 3" MIN - 5" MAX
1.5" HDPE
70+125
70+200
75'
845C
3-1.25"
1-4" PVC
4DHX-24SSM
INSTALL (BORE PIT)
1.5" HDPE
69+512
70+125
613'
845C
3-1.25"
1-4" PVC
4DHX-24SSM
BORE
3-1.25 I.D. HDPE
69+500
SEE DWG. DN009
REVISIONS
CONSTRUCTION DRAWINGS: 3-14-23
NOTES
ZORA RD
RELOCATION
SDT
A UniTek Global Services Company
at&t
PREPARED FOR RECORD
PROPRIETARY
SPECIFICATION
PROJECT NUMBER
OWNERSHIP AT&T
LINE CODE F4D4
CABLE CLLI JPLMMOJD01
SCALE 1" = 50'
SPRINGFIELD MO
TO JOPLIN MO
LIGHTGUIDE CABLE
CARTHAGE REGEN
TO JOPLIN POP
DETAILED CONSTRUCTION
DRAWINGS
DN014

STATION FROM	STATION TO	METHOD	CONSTRUCTION FOOTAGE	HANDHOLE SLACK	FOOTAGE W/W
58+832		EXISTING SPL		75'	
58+832	59+188	PLACE IN EXISTING			356'
59+188		EXISTING PULL		75'	
59+188	60+353	PLACE IN EXISTING			1165'
60+353		EXISTING PULL		75'	
60+353	61+504	PLACE IN EXISTING			1151'
61+504		EXISTING PULL		75'	
61+504	62+725	PLACE IN EXISTING			1221'
62+725		EXISTING PULL		75'	
62+725	63+945	PLACE IN EXISTING			1220'
63+945		EXISTING PULL		75'	
63+945	65+156	PLACE IN EXISTING			1211'
65+156		EXISTING PULL		75'	
65+156	65+182	INSTALL	26'		
65+182	66+350	BORE	1168'		1217'
66+350	66+373	INSTALL	23'		
66+373		EXISTING PULL		75'	
66+373	67+389	PLACE IN EXISTING			1016'
67+389		EXISTING PULL		75'	
67+389	68+185	PLACE IN EXISTING			796'
68+185		SET NEW PULL		75'	
68+185	68+200	INSTALL	15'		
68+200	68+615	BORE	415'		
68+615	69+090	BORE	475'		1327'
69+090	69+512	BORE	422'		
69+512		SET NEW PULL		75'	
69+512	70+125	BORE	613'		688'
70+125	70+200	INSTALL	75'		
70+200		SET NEW PULL		75'	

LOWER FROM	LOWER TO	FOOTAGE	DEPTH	CURRENT DEPTH
64+420	64+505	85'	60"	3.6'
64+600	64+760	160'	72"	5'3"
64+845	65+015	170'	72"	3'9"
67+250	67+300	50'	72"	5'
67+490	67+550	60'	60"	4'

NEW CONSTRUCTION	
PLACE BY INSTALL	139'
PLACE BY BORE	3093'
SET NEW HH's	3

FIBER CABLE	
GROUND FOOTAGE	11368
SLACK COILS 12 @ 75'	900'
WANDER (1%) GROUND	114'
TOTAL CABLE	12382'

MARKER POLE PLACEMENT	
STATION	MKR #
58+832	544
58+995	545
59+090	546
59+188	547
60+418	548
61+504	549
62+725	552
63+945	554
64+362	555
65+040	556
66+373	557
66+739	558
67+389	559
68+185	560
69+512	564
70+200	565
TOTAL	16

MARKER POLE REMOVALS	
STATION	MKR #
64+362	555
65+040	556
66+739	558
67+321	559
67+321	560
68+483	562
TOTAL	6

HANDHOLE REMOVALS	
STATION	PURPOSE
68+487	EXISTING SPLICE
TOTAL	1

- CONSTRUCTION WILL CONSIST OF 3 EA. CONTRACTOR SUPPLIED 1.25" SDR 11 HDPE
- HANDHOLES WILL BE CONTRACTOR SUPPLIED 30"X48"X24" T-15 OR BETTER WITH EMS IN LID AND AT&T LOGO ON PLACARD
- FIBER CABLE WILL BE AT&T SUPPLIED 24 COUNT TONEABLE CABLING
- WARNING TAPE AND NEW PVC MARKERS (AS REQUIRED) WILL BE AT&T SUPPLIED

REVISIONS
CONSTRUCTION DRAWINGS: 3-14-25

NOTES

ZORA RD
RELOCATION

SDT

A UniTek Global Services Company

at&t

PREPARED FOR RECORD

APPROVED FOR OUTSIDE PLANT — DISCIPLINE # — DATE

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF [illegible]

SIGNED
DATE

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION

PROJECT NUMBER

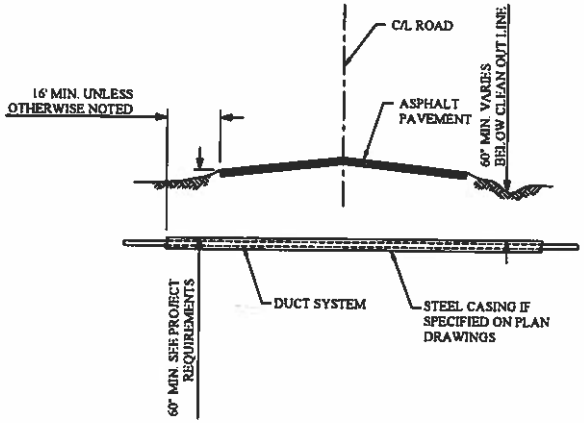
OWNERSHIP AT&T
LINE CODE F404
CABLE CLLI JPLVMOJ001

SCALE: 1" = 100'

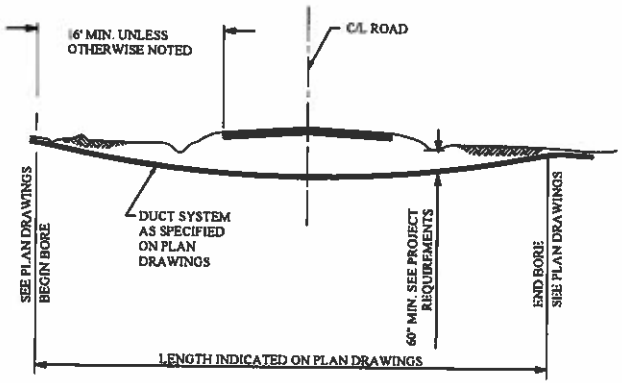
SPRINGFIELD MO
TO JOPLIN MO
LIGHTGUIDE CABLE

CARTHAGE REGEN
TO JOPLIN POP
DETAILED CONSTRUCTION
DRAWINGS

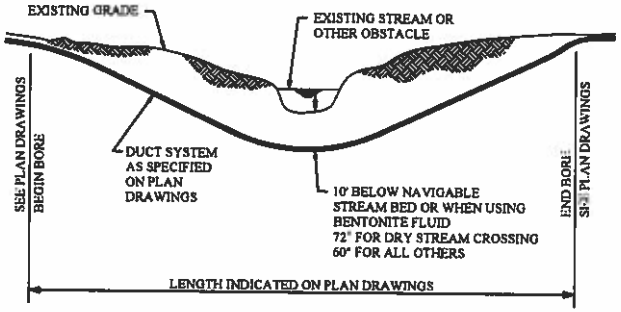
DN015



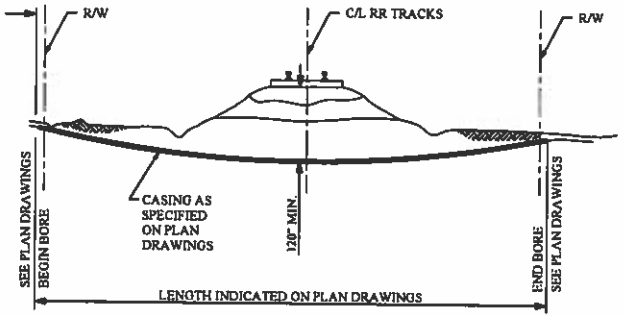
TYPICAL HORIZONTAL BORE
ROAD CROSSING
N.T.S.



TYPICAL DIRECTIONAL BORE
ROAD CROSSING
N.T.S.



TYPICAL DIRECTIONAL BORE
UNDER STREAMS AND WATERWAYS
N.T.S.



TYPICAL DIRECTIONAL BORE
RAILROAD CROSSING
N.T.S.

NOTES:

1 CASING PIPE SHALL BE HDPE AND BE SELECTED BY THE CONTRACTOR AS TO DIAMETER AND THICKNESS BASED ON THE CONTRACTOR'S JUDGMENT AFTER REVIEW OF THE SPECIFIC SITE CONDITIONS.

2 CASING GRADE SHALL NOT EXCEED 5% PLUS OR MINUS FROM HORIZONTAL. (HORIZONTAL BORE)

REVISIONS

DATES

SDT

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PREPARED FOR RECORD

APPROVED FOR CONSTRUCTION BY: DISCIPLINE DATE

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SIGNED

DATE REG. NO.

PROPRIETARY

SUBJECT TO COMPANY RESTRICTIONS

LOCATION

PROJECT NUMBER

OWNERSHIP AT&T

LINE CODE

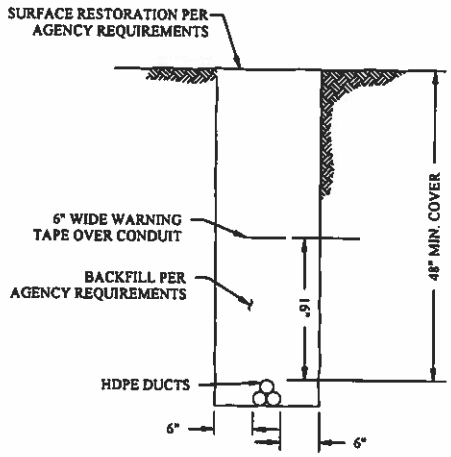
CABLE CLLI

SCALE NTS

TULSA OK
TO DALLAS TX
LIGHTGUIDE CABLE

TULSA OK
TO OKMULGEE REGEN
DETAILED CONSTRUCTION DRAWINGS

TYPICALS



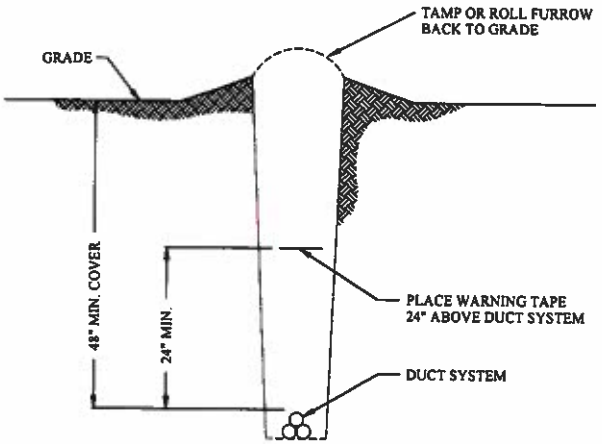
TYPICAL TRENCH DETAIL A

N.T.S.



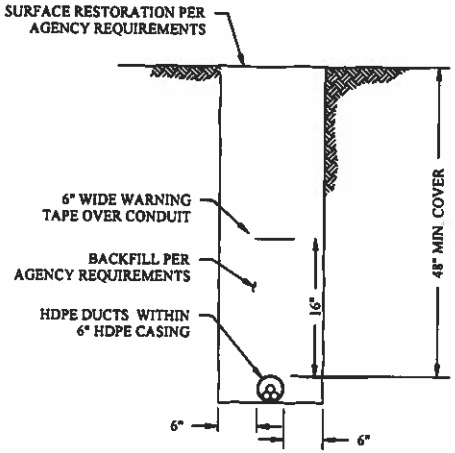
DUCT CONFIGURATION

COUNT AND CONFIGURATION WILL BE PROJECT SPECIFIC



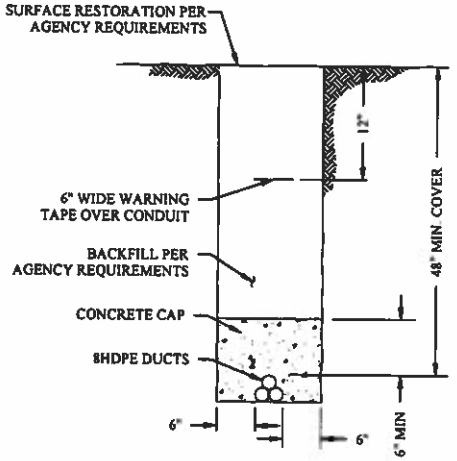
TYPICAL PLOW DETAIL B

N.T.S.



TRENCH DETAIL C
WITHIN 6" HDPE CASING

N.T.S.



DETAIL D
CONCRETE CAP PROTECTION

N.T.S.

REVISIONS

NOTES

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at&t

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APPROVED FOR OUTSIDE PLANT ENGINEER DATE

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AS-BUILT DATE

PROPRIETARY

PURSUANT TO COMPANY BUSINESS

SPECIFICATION

PROJECT NUMBER

OWNER AT&T

LINE CODE

CABLE CLLI

SCALE NTS

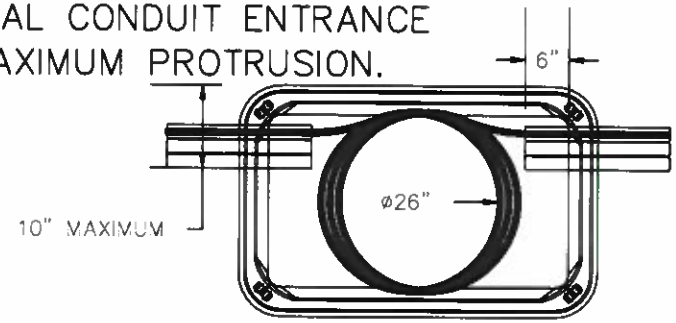
NTS

TULSA OK TO DALLAS TX LIGHTGUIDE CABLE

TULSA OK TO OKMULGEE REGEN DETAILED CONSTRUCTION DRAWINGS

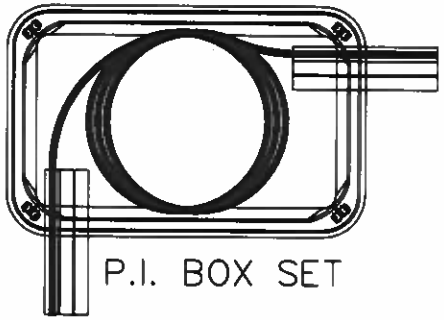
TYPICAL

TYPICAL CONDUIT ENTRANCE
6" MAXIMUM PROTRUSION.



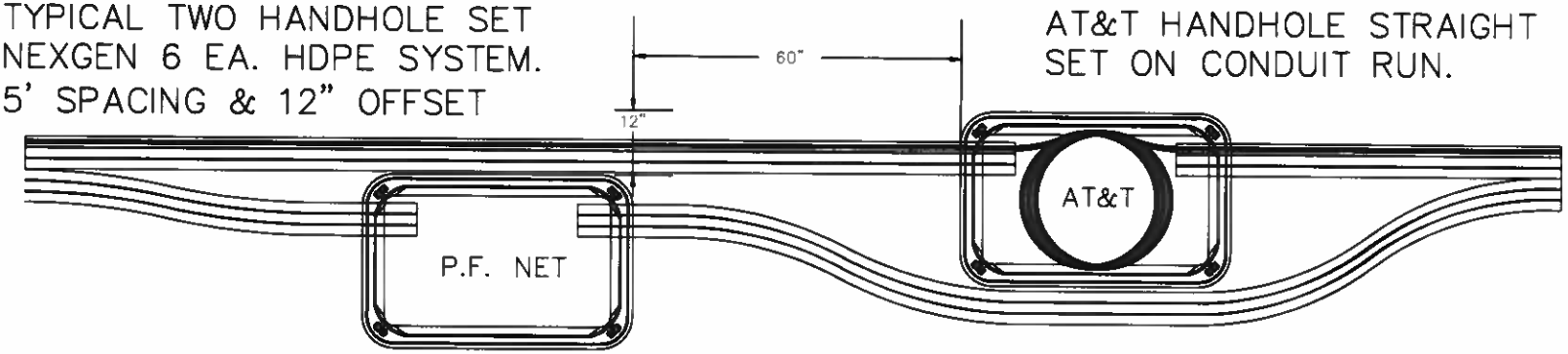
INLINE BOX SET

FIBER TO HAVE MAXIMUM RADIUS
POSSIBLE BASED ON BOX SIZE.



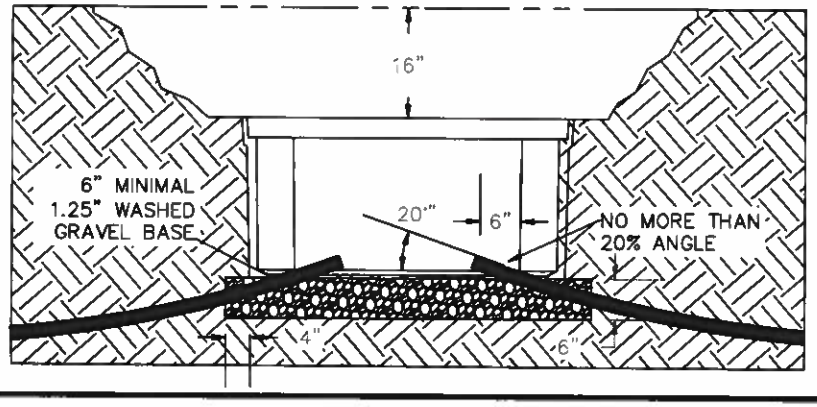
P.I. BOX SET

TYPICAL TWO HANDHOLE SET
NEXGEN 6 EA. HDPE SYSTEM.
5' SPACING & 12" OFFSET



AT&T HANDHOLE STRAIGHT
SET ON CONDUIT RUN.

TYPICAL HANDHOLE
SET W/16" COVER.
CONDUITS NO MORE
THAN 20% ANGLE
INTO BOX.
MINIMAL 6" 1.25"
WASHED GRAVEL
BASE.



GRAVEL TO BE
PLACED UNDER
HANDHOLE
EXTENDING 4"
MINIMAL BEYOND
BASE.
GRAVEL NOT TO BE
PLACED INTERIOR.

REVISIONS

NOTES

SDT

at&t

PREPARED FOR RECORD

APPROVED FOR
OUTSIDE PLANT ENGINEER DATE

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SIGNED
DATE REG. NO

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION

PROJECT NUMBER

OWNER/SHIP AT&T
LINE CODE
CABLE CLLI

SCALE NTS

CONDUIT AND
HANDHOLE LAYOUT
AT&T SYSTEMS

TYPICAL
DRAWINGS

TYPICAL HH SETS

EXHIBIT B

ESTIMATED COST

[Engineering Designs	$13,488.28
Total	$13.488.28

EXHIBIT B

Estimate of Cost Zora Road Relocation

Estimate of Cost for the relocation of AT&T Facilities for the Zora Rd Relocation in Joplin MO.

These are estimates only and actual cost will be determined by bid process.

Actual cost of the project will be determined by bid for the relocation and protection of the AT&T Facility. Only the actual cost of relocation will be billed in accordance with the completed project.

This will be a split cost due to portions being on Private Right of Way and portions on Public. This document covers only the costing associated with the work performed on Private Easement determined to be reimbursable.

Total Project cost estimated at: $197,000.00

AT&T RESPONSIBILITY

APPROX. 688 LF of Construction Activity

Construction spanning area between STA: 102+00 to 109+00 DOT Stations

Construction Cost:	$32,954.50
Engineering Cost:	$12,310.00
AT&T Cost:	$3,008.22

AT&T portion will be $48,272.72

CITY OF JOPLIN RESPONSIBILITY

APPROX. 3,069 LF of Construction Activity

Construction spanning area between STA: 109++00 to 160+00 DOT Stations

Construction Cost:	$110,045.50
Engineering Cost:	$30,690.00
AT&T Cost:	$7,991.78

City of Joplin portion will be $148,727.28

Cable 1 (Carthage to Joplin) Construction Cost to consist of:

- Installation of 3 Ea. 1.25" SDR 11 HDPE for an approx. distance of 64 LF along a new alignment by trench methods.
- Installation of 3 Ea. 1.25" SDR 11 HDPE for an approx. distance of 2,480 LF along a new alignment by directional bore methods.
- Lowering and adjustments of approx. 525 LF of 4" PVC Conduits.
- Install 2 Ea. 30"X48"x24" Handhole at Intercept location.
- Install Approx. 12,137 LF of new 24 Cable Installation from existing Splice to new splice locations through new and existing conduits.
- Removal of 10,623 LF of retired 24 cable if possible, to vacate system.
- Mobilization, Traffic Control and Cable Cutover assistance.

Engineering Cost to consist of:

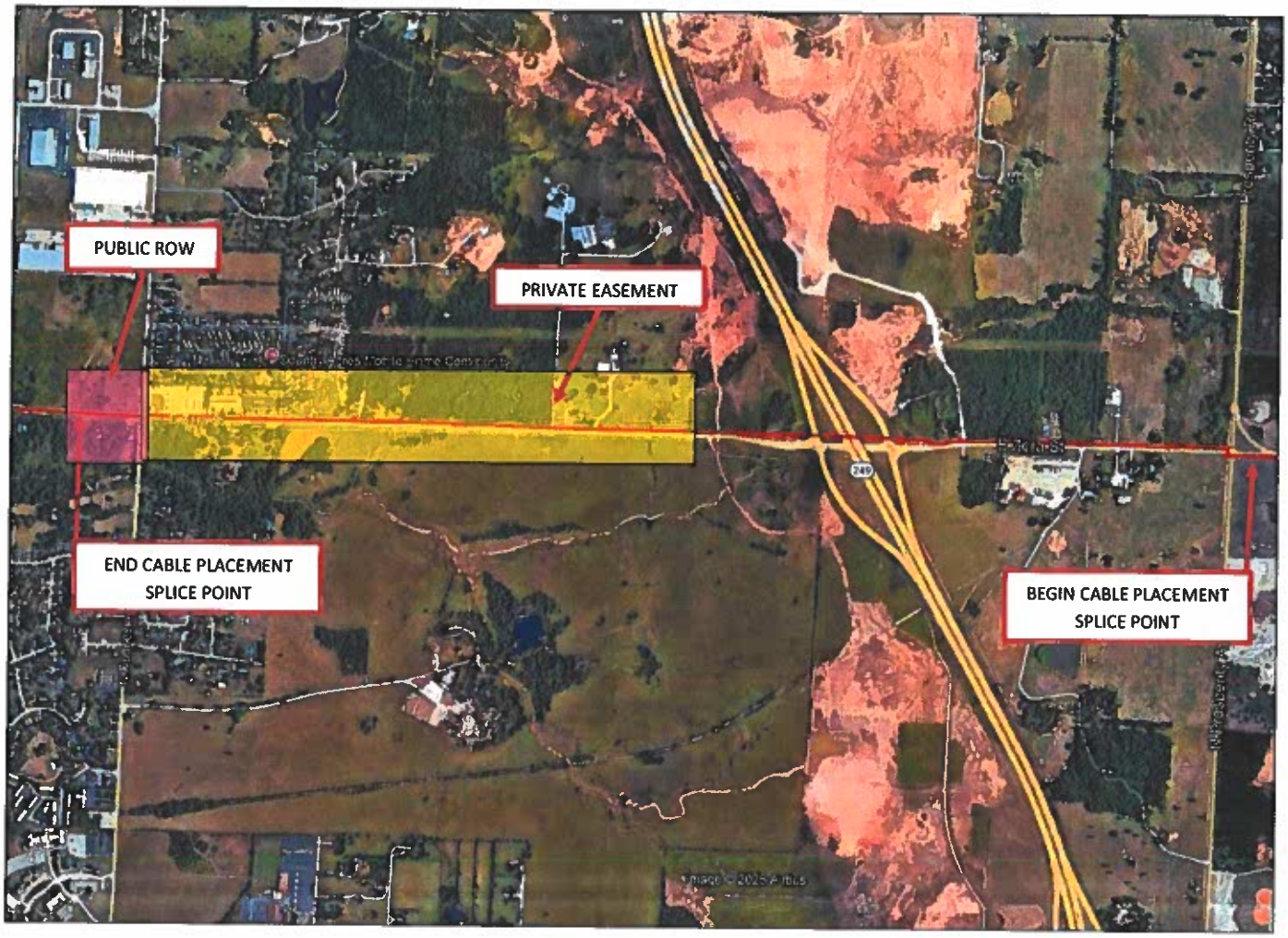
- Design
- Inspection and plant protection
- Recording of construction documentation and CAD prints of new construction for AT&T permanent record.
- Coordination of Crews and personnel for project completion.

AT&T Cost to consist of:

- Fiber Cable & AT&T provided construction materials

Estimate of Cost Zora Road Relocation

EXHIBIT A:



Questions may be directed to:

Kevin Wingard
Project Manager
SDT Solutions LLC.
2749 NW Hunter Dr STE E
Blue Springs MO 64015
580-931-7688
kwingard@sdt-1.com

EXHIBIT B

COSTING ESTIMATE ATT-T TRANSMISSION FOR ZORA RD RELOCATION - JOPLIN MO

ENGINEERING AND INSPECTION

Description	Code	Cost per Unit	Quantity	Total	Function
Project Manager		$77.00	110	$8,470.00	Permits, Engineering, Bid & processing
Project Engineer		$71.50	80	$5,720.00	Field Engineering & Layouts
Engineer Tech		$55.00	180	$9,900.00	On Site Inspection / documentation
Clerical		$40.00	16	$640.00	Clerical
CAD Operator		$50.00	30	$1,500.00	Final CAD Drawings & Recording
Engineering Miscellaneous		$4,460.00	1	$4,460.00	Per Diem, mileage, expenses
				TOTAL:	**$30,690.00**

CONSTRUCTION

Description	Code	Cost per Unit	Quantity	Total	Function
MOBILIZATION	MISC	$1,500.00	1	$1,500.00	Contractor Men & Equipment transport
6" ROCK REMOVAL	MISC	$26.00	323	$8,398.00	Adder for unknown substrate
LOWER CONDUIT	COND-CO	$14.00	525	$7,350.00	Lower 6" PVC
INSTALL 3-1.25" HDPE	BORE-CO	$18.00	64	$1,152.00	Relocation of Conduit package
DIRECTIONAL BORE	MH-HH	$24.00	2480	$59,520.00	Relocation of Conduit package
CABLE PLACEMENT	COND-CO	$1.25	10879	$13,598.75	Fiber placed after relocation
HANDHOLE	UPLAC-UF	$2,600.00	2	$5,200.00	T-15 Non Traffic rated
REMOVE PVC FROM FIBER	URECK-WU	$12.00	4	$48.00	Intercept point for Handhole placement
REMOVE CABLE	URECK-LC	$1.25	10623	$13,278.75	Wreck out of conflicted fiber cabling
				TOTAL:	**$110,045.50**

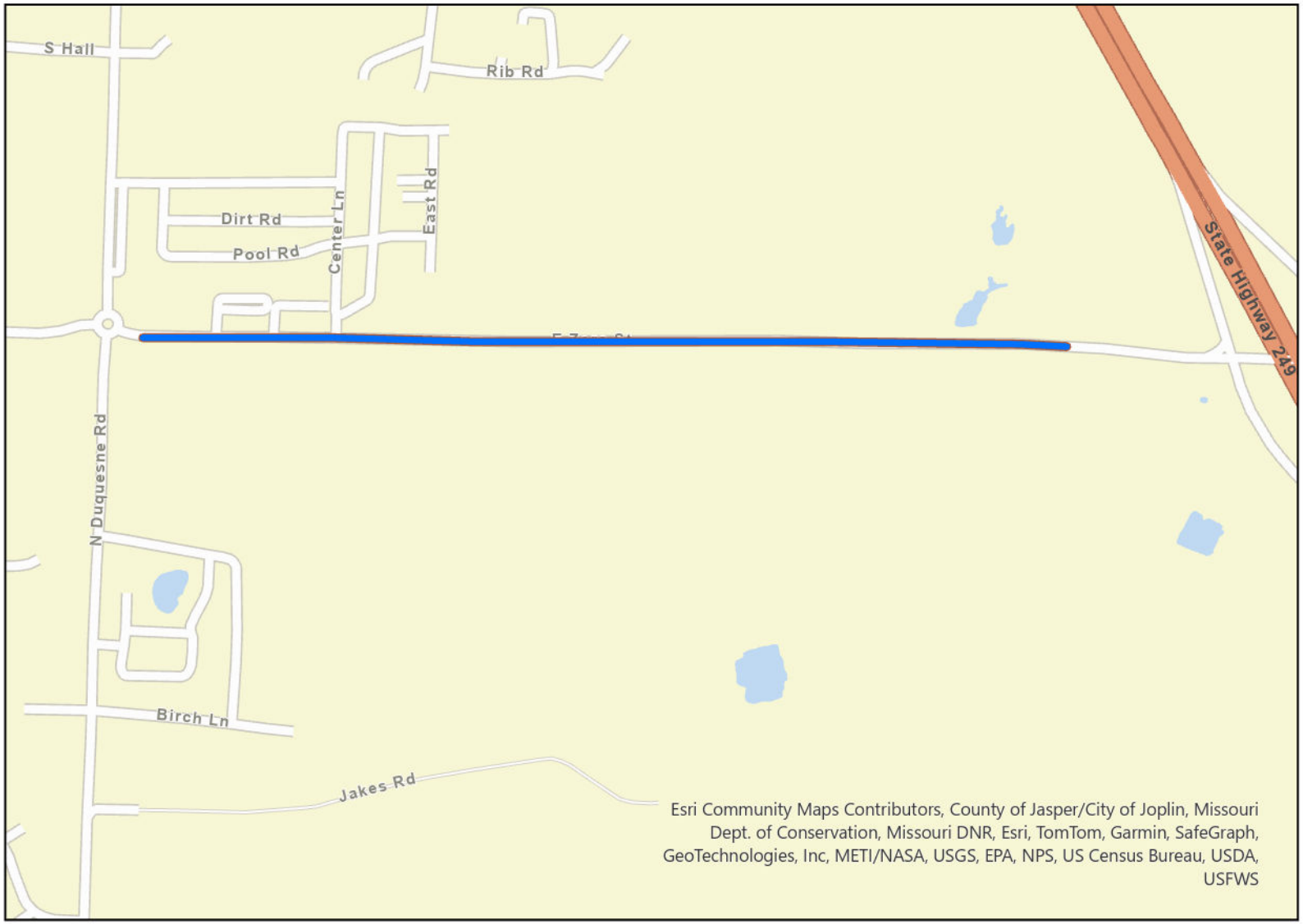
COSTING ESTIMATE ATT-T TRANSMISSION FOR ZORA RD RELOCATION - JOPLIN MO

AT&T COSTING

Description	Code	Cost per Unit	Quantity	Total	Function
207UG-Fiber cable	Fiber Cable	$0.64	12137	$7,767.68	48 Fiber
6"x 1,000ft Warning Tape	PTP-661000FO	$37.00	1	$37.00	Trench Tape for Lowering / Trenching
Fluorescent Orange Marking Paint	ACP-247	$43.20	1	$43.20	Construction Material
ATT/T Transmission Orange Fiber Flags 30"	FL-1066-30W	$83.23	1	$83.23	Construction Material
White 30" wire flags	ACP-455WFW-30	$60.67	1	$60.67	Construction Material
MISC	Overages		1	$0.00	Shipping & assorted overages
				TOTAL:	**$7,991.78**

TOTAL PROJECT COST:
$148,727.28

Zora Street Improvements Phase 2



Legend

Zora Phase 2

0 0.13 0.25 0.5 0.75 1 Miles

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2025-004 – Approving a ground lease agreement with Jasper County Emergency Services Board (Jasper County 911-JASCO); allowing JASCO-911 to construct a communications tower on the premises; establishing terms for the use of a communications tower by both Parties; and determining a time for the ordinance to become effective.

MEETING DATE
July 7, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill No. 2025-004; Ground Lease Agreement

REVIEWED BY
City Attorney: Peter Edwards; Chief of Police: Richard Pearson; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves an agreement for a ground lease with Jasper County 911- JASCO, for construction of a new emergency communications tower, wherein the City of Joplin shall provide the premises, and JASCO 911 shall construct the tower. Upon completion, both parties shall partake in the use and benefit of the communications tower. The current communications tower used by the City of Joplin is no longer serviceable, and its functionality continues to degrade. Emergency communications provide an essential service for the safety and well-being of the community; and the use of these premises for emergency services is in the best interests of the City of Joplin.

FUNDING SOURCE
N/A.

RECOMMENDATION
Staff recommends this council bill be placed on first reading.

COUNCIL BILL NO. 2025-004 ORDINANCE NO.

AN ORDINANCE approving a ground lease agreement with Jasper County Emergency Services Board (Jasper County 911-JASCO); allowing JASCO-911 to construct a communications tower on the premises; establishing terms for the use of a communications tower by both Parties; and determining a date for the ordinance to become effective.

WHEREAS, the Jasper County Emergency Services Board, also known as Jasper County 911-JASCO, wishes to enter into a ground lease agreement with the City of Joplin, Missouri, for the benefit of the citizens of the district, specifically in order to provide for leasing of a site for the construction of a new communications tower (a copy of said Ground Lease Agreement is attached hereto and incorporated by reference as Exhibit "A"); and

WHEREAS, the City of Joplin shall provide the premises and JASCO 911 shall construct the tower; and upon completion, both parties shall partake in use and benefit of the communications tower; and

WHEREAS, the current communications tower used by City of Joplin is no longer serviceable and its functionality continues to degrade; and

WHEREAS, emergency communications provide an essential service for the safety and well-being of the community; and

WHEREAS, upon proper consideration the City of Joplin, Missouri, believes that use of this premises for emergency services is in the best interests of the City of Joplin.

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

Section 1. The City of Joplin, Missouri, hereby declares its intent to execute the Ground Lease Agreement with JASCO-911.

Section 2. The City Manager is hereby authorized and directed to sign all documents necessary or expedient for the City of Joplin, Missouri, to enter said Agreement, and to be bound together with other members thereby.

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

Section 4. This ordinance shall be effective on July 22, 2025.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

GROUND LEASE AGREEMENT

This Ground Lease Agreement (**Agreement**) is entered into between the City of Joplin, Missouri, a Municipal Corporation (**Landlord**), and Jasper County Emergency Services Board, also known as Jasper County 911-JASCO, an emergency service district created under Section 190.335 Rsmo. (**Tenant**) made effective as of the date of execution of this agreement (**Effective Date**).

The Parties agree:

1. **DESCRIPTION**: Landlord owns the real property legally described in Exhibit A in fee simple, attached hereto and incorporated herein by reference. Landlord wishes to lease to Tenant a portion of said real property; the property identified in Exhibit B, attached hereto and incorporated herein by reference, said ground lease consisting of approximately six hundred square feet, the center located by a communications tower at approximately 37.103861 Latitude by -94.563944 Longitude as depicted in Exhibit C, attached hereto and incorporated herein by reference; said ground lease shall be the lease premises (**Premises**).

2. **TERM**: The initial term of this Agreement (**Initial Term**) shall commence as of the Effective Date and continue until the tenth anniversary of the Effective Date at which time it shall terminate, unless sooner terminated or renewed as provided herein. This Agreement shall automatically renew for two additional ten-year terms (each, a **Renewal Term**, together with the Initial Term, the **Term**), upon the terms and conditions as stated herein. Tenant shall have the option to extend this Agreement for one additional ten-year term if needed. Terms and conditions as stated herein and shall be terminable at any time, by either party, with thirty days' written notice to the other party.

3. **RENT:** During the Term, Tenant shall pay to Landlord as Rent $1.00, and other valuable consideration. Each new Term, Tenant shall remit Rent to Landlord. Tenant shall bear all cost of utilities and maintenance.

4. **USE**: Tenant shall use the Premises to construct and operate a communications tower, providing for all cost of construction and maintenance, and without any promise of permanent occupancy. Tenant shall not, without the written consent of Landlord, use the Premises for any other purpose.

5. **CONDITION OF PREMISES**: Landlord makes no warranties as to the condition of the Premises, and Tenant acknowledges it is accepting the Premises in its current and “As Is” condition. Landlord makes no warranties as to the condition or existence of utility infrastructure on the Premises, and Tenant acknowledges it is accepting

the Premises in its current and “As Is” condition.

6. **SECURITY:** Tenant shall fence the tower and cables areas and keep them secure and regularly monitor the Premises. It shall be Tenant's sole responsibility for the installation of any and all braces or other additions to the tower as may be necessary and required to adequately support its system.

7. **ACCESS:** Access to the Premises shall be nonexclusive. Landlord shall have access to the tower and use of the communication tower provided that such access and use shall not materially interfere with the use of the tower and premises by Tenant, as provided for in Section 9 below. Landlord shall have access and use of Landlord’s radio equipment under the supervision of Tenant. It is agreed between both Landlord and Tenant that only authorized engineers and/or employees of the Tenant; with Tenant making available to Landlord the basis for such authorization, FCC inspectors or persons otherwise under the direct supervision of FCC inspectors will be permitted to have access to Landlord's Property which is the overall subject of this Agreement. Tenant shall have continuous access to tower site and premises.

8. **REGULATIONS AND LICENSING:** Tenant agrees with and represents to Landlord that the radio equipment associated with the tower will be operated and maintained at all times in accordance with applicable Federal Communications Commission (FCC) rules and regulations, as well as rules and regulations of the Federal Aviation Authority (FAA) and the State of Missouri and the County of Jasper and the City of Joplin. Landlord assumes no responsibility for the licensing, operations, and/or maintenance of Tenant's radio equipment which Tenant will install at the Property.

9. **USE OF TOWER BY LANDLORD**: Landlord reserves the right to use the tower for placement of its radio equipment. Landlord shall not install any device or antenna on the premises or tower without the prior written approval of Tenant.

10. **IMPROVEMENTS BY TENANT**: Tenant shall not make any improvements or alterations to the Premises (excluding replacement or rearrangement of personal property within the Premises) without submitting plans and specifications to Landlord and securing Landlord's written consent, which shall not be unreasonably conditioned, delayed, or withheld. Tenant shall pay all costs of improvements and alterations, shall provide evidence of such payment to Landlord upon request, and shall hold Landlord harmless from any costs, liens, or damages. Upon termination or expiration of this Agreement, Tenant shall, at Tenant’s sole cost and expense, remove from the Premises all of Tenant’s leasehold improvements, including without limitation, the radio tower, securing cables, fencing and related improvements and other such items that have been installed or placed on the Premises by Tenant, by Tenant’s predecessors in interest, or which have been installed or placed therein for the benefit of or on behalf of Tenant or Tenant's predecessors (all of which are hereinafter referred to as “Tenant’s Property”), and

Tenant shall repair all damage resulting from such removal.

11. **MAINTENANCE OF PREMISES AND TENANT'S PROPERTY.** Tenant shall, throughout the Term of this Agreement, at its own cost, and without any expense to Landlord, keep and maintain the Premises and Tenant's Property, the communications tower, including all appurtenances, in good working order, and, except as specifically provided in this Agreement, restore and rehabilitate its improvements on the Premises that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. This requirement to maintain includes, but is not limited to, damage to the tower, snow removal, landscape maintenance, and utilities as required to effectively use the Premises.

12. **WASTE**: Tenant shall not commit or permit any waste of the Premises, nor any public or private nuisance on the Premises.

13. **INSURANCE**. Tenant shall, during the entire Term, keep in full force and effect, solely, at Tenant's cost and expense, a policy of commercial general liability insurance with respect to the Premises and the activities of Tenant thereon, for which the limits shall not be less than One Million and no/100 Dollars covering bodily injury, sickness or death and loss of or damage to Premises, naming Landlord as an additional insured and providing that it is the primary coverage for liability on the Premises. Such coverage shall include a broad form of general liability endorsement. The policy shall also be endorsed to provide that the additional insured party will be notified of the cancellation or non-renewal at least thirty days before the effective date of such cancellation or non-renewal except in the event of cancellation due to non-payment of premium then a ten (10) days' notice shall be given.

14. **INDEMNIFICATION**. Tenant shall indemnify, protect, defend and hold Landlord City and its officers, directors, members, city council, employees and agents (collectively, the "Indemnified Parties" or, individually, an "Indemnified Party") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character to persons or property occurring or allegedly occurring as a result of any acts or omissions of Tenant, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement and/or in connection with Tenant's use of the Premises.

Likewise, Landlord shall be solely responsible for the installation and maintenance of its equipment on the tower and for the actions of all of its employees, agents, independent contractors, licensees, and invitees in connection with Landlord's use of the Premises.

15. **ASSIGNMENT**: Tenant shall not assign or sublet any portion of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without the consent of Landlord, shall be void and, at the option of Landlord, Landlord may terminate this Agreement. Notwithstanding anything to the contrary contained herein, Tenant may assign its entire interest under the Agreement or sublet the Premises or any portion thereof to a corporation, partnership, or other legal entity controlling, controlled by or under common control as Tenant, or to any successor to Tenant by purchase, merger, consolidation, reorganization, or sale of substantially all assets without the consent of Landlord.

16. **QUIET ENJOYMENT**: Landlord warrants that Tenant shall have possession and quiet enjoyment of the Premises for so long as Tenant is in compliance with the terms of this Agreement.

17. **HOLDING OVER**: If Tenant remains in possession after the termination date without the written consent of Landlord, Tenant shall be deemed to be a trespasser. If Tenant shall have paid, and Landlord shall have accepted, rent in respect to such holding over, Tenant shall be deemed to be occupying the Premises only as a Tenant from month-to-month subject to all the terms of this Agreement except for the rental charged, which during the hold over period shall be at a rate which is the same as the last rental rate.

18. **EFFECT OF SALE**: A sale of the Premises will operate to release Landlord from all obligations pursuant to this Agreement, except liabilities which arose prior to the closing of such sale, and Tenant shall transfer to Landlord's successor in interest such that Landlord's successor shall be bound by all of the terms and conditions contained herein. Provided that, prior to any such sale, Tenant shall have the first right of refusal to purchase the premises at the same price as any negotiated contract between Landlord and the Buyer. Upon the execution of such contract, Landlord shall give Tenant thirty days to provide notice in writing as to whether Tenant wishes to exercise such right, and in the event that Tenant wishes to exercise said right to purchase, the sale shall be completed within forty-five days.

19. **TERMINATION**: Upon termination of this Agreement, either party shall:

a. Give the other party no less than sixty days written notice of its intent to terminate the agreement.

b. deliver possession of the Premises to Landlord in good condition as at the commencement of this Agreement, ordinary wear and tear excepted.

c. Leave undisturbed all non-trade fixtures and improvements as they existed at the time of the execution of this lease agreement.

d. Remove from the Premises all trade fixtures and other property of Tenant. Tenant shall, at Tenant's expense, repair any damage to the Premises arising from the removal of such trade fixtures or other property.

e. Comply with any other requirements, covenants and conditions in this Agreement.

20. **MISCELLANEOUS**:

a. No term or condition of this Agreement shall be construed to have been waived by Landlord or Tenant, unless Tenant or Landlord shall have secured such waiver from the other party, as applicable.

b. Each person executing this Agreement on behalf of an entity represents and warrants that they have complete and full authority and capacity to act on behalf of that entity.

c. The invalidity or unenforceability of any term or condition of this Agreement shall not prejudice the enforceability of any other term or condition.

d. This Agreement shall not be amended or modified, except by a written instrument executed by both Landlord and Tenant.

e. Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid and shall be addressed as listed on the last page of this document.

f. Landlord and Tenant represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises. Each of them will indemnify the other against any claim for fees or commissions from anyone other than the Broker.

g. This Agreement shall be binding upon the successors in interest of the parties.

h. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

i. The foregoing constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement on the day first set forth above.

LANDLORD: **City of Joplin**

By:_____

Its: City Manager

Name: Nicholas Edwards
Joplin City Hall
602 S Main St
Joplin MO 64801

Tenant: Jasper County 911-JASCO

By:_____

Its: Board of Directors, Chairperson

Name: Greg Dagnan
13870 Dispatch Ln
P.O. Box 801
Carthage, MO 64836

ATTACHMENTS

Exhibit A: Property Description

Exhibit B: Tenant Property Lease

Exhibit C: Joplin Equipment (Landlord)

Exhibit D: Jasper County Emergency Services Equipment (Tenant)

Exhibit E: Tower

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-122 – Construction Agreement for Microsurfacing 2025

MEETING DATE
July 7, 2025

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB 2025-122 Ordinance, Bid Tabulation, Construction Agreement, Location Map

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

SUMMARY
This Council Bill approves a construction agreement with Microsurfacing Contractors LLC in the amount of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) for the Microsurfacing 2025 project.

BACKGROUND
As a part of the annual street maintenance program, the City provides preventative maintenance on asphalt streets on a seven-year cycle. The Street Slurry Seal projects have been a major part of this seven-year preventive maintenance program since 1982. In 2004, staff chose to use Microsurfacing over the Type II Slurry Seal used in the past. Microsurfacing sets up more quickly and is more durable, allowing roads to be opened to the public in a shorter time frame.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Bids were opened on June 30, 2025. Microsurfacing Contractors LLC was the low bidder, and the bid was below the Engineer's estimate. Construction inspection services will be provided by city staff.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Transportation Sales Tax Fund.

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

COUNCIL BILL NO. 2025-122 ORDINANCE NO

AN ORDINANCE approving a construction agreement with Microsurfacing Contractors LLC in the amount of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) for the Microsurfacing 2025 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the construction agreement between the City of Joplin and Microsurfacing Contractors LLC in the amount of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) for the Microsurfacing 2025 project, a true and accurate copy of said agreement being attached hereto; be the same and is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Transportation Sales Tax, appropriations having been approved in the 2024-2025 city budget.

Section 4. That this Council Bill shall have an effective date of July 22, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-122

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

_____

Leslie Haase, Director of Finance

BID TABULATION

PROJECT: Microsurfacing 2025

DATE OF BID OPENING: June 30, 2025

CONTRACTOR	BID
Vance Brothers, Inc.	$1,232,042.83
Microsurfacing Contractors LLC	$1,213,154.04
Engineer's Estimate	$1,279,439.50

AGREEMENT
BETWEEN
CITY OF JOPLIN AND MICROSURCAING CONTRACTORS LLC

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Microsurfacing Contractors LLC Address: 13940 St. Charles Rock Rd. Bridgeton, MO 63044	
Attention: Dakota Rusk		Attention: Caitlin Kalicak	
Department: Engineering		Phone: (314) 866-4348	Fax:
Phone: 417.624.0820 ext: 1598	Fax: 417.624.4620	Project: Microsurfacing 2025	

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

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

Microsurfacing 2025

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by September 30, 2025, with a notice to proceed that shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1000 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)

e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

CONTRACTOR'S BOND NO.

FOR CITY CONTRACTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Microsurfacing Contractors LLC

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

(Microsurfacing 2025)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.
PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

Microsurfacing Contractors LLC

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

(Microsurfacing 2025)

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

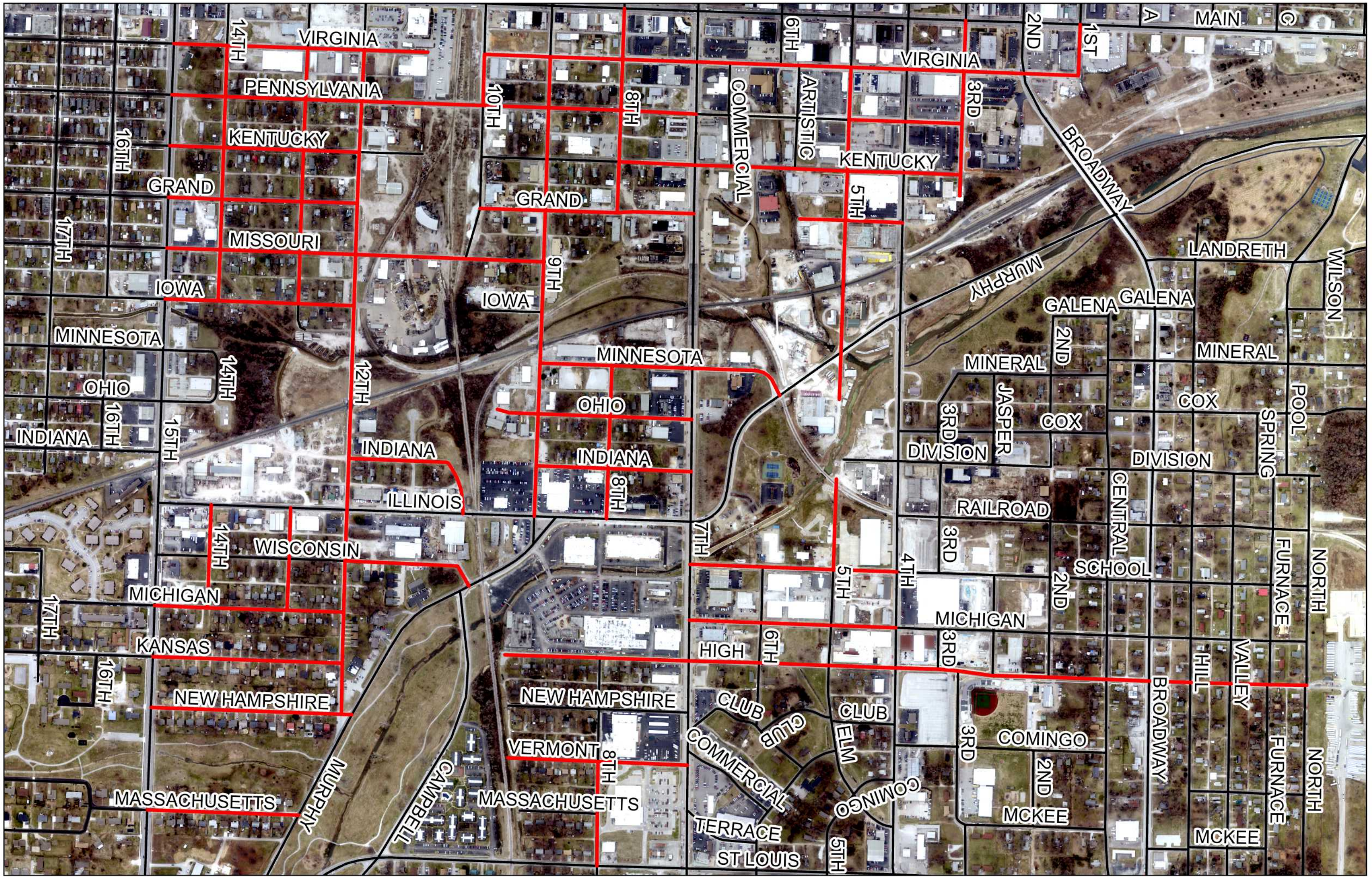
_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.


LOGAN
JAMES
LUCAS
KENT
PRAIRIE FLOWER
SWEDE
FOUNTAIN
EMPORER
SPRUCE
MOUNT HOPE
EAGLEWOOD
SIONNI
MANGROVE
KENTUCKY
ECHO VALLEY
MARION
EASTER
MAIN
ELK
WHITNEY
NATALIE
SADIE
ANDREA
MO43
MISSOURI
IOWA
MINNESOTA
ZORA
HICKORY
MICHIGAN
ST LOUIS
ST CHARLES
PARK
HIGHLAND
KATIE
YUMA
XENIA
OHIO
INDIANA
ILLINOIS
WINDSOR
SOUTH
VANDALIA
UTICA
GARDEN
TRENTON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MINNESOTA
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DIVISION
MINERAL
GALENA
LANDRETH
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SCHOOL
CENTRAL
SPRING
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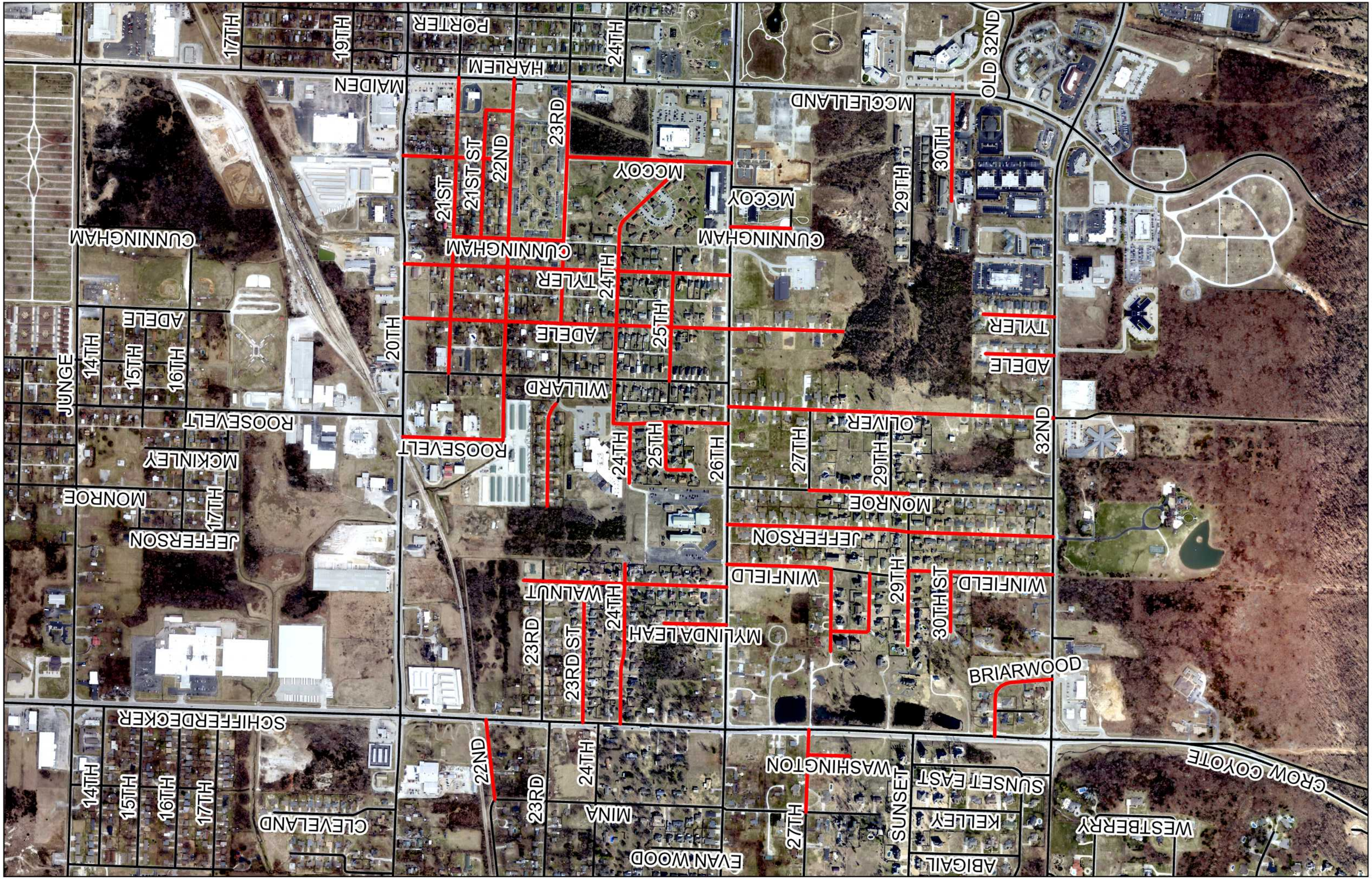
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CROW COYOTE
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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-126 – Agreement for an Out-of-Town Sewer Service

MEETING DATE
July 7, 2025

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2025-126 Ordinance, Agreement for Out-of-Town Sewer Service; 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 will approve an agreement with Grizzly Contracting & Supply Co. LLC for sanitary sewer service to a property located adjacent to Briaroaks Lane in Newton County, Missouri.

BACKGROUND
Grizzly Contracting & Supply Co. LLC (the "Developer") owns property located adjacent to Briaroaks Lane in Newton County, as shown in the attached exhibit map. The City of Joplin owns and maintains public sanitary sewer infrastructure near the subject property. The Developer has requested that the City of Joplin provide sanitary sewer treatment services for wastewater generated from the property. As recently as 2019, an out-of-town sewer agreement for properties in the area was approved by the City Council to connect to the same sewer main. Prior to that nine property, other homes were already connected to this sewer main. The Agreement for Out-of-town sewer service (see attached) will allow the developer to connect to the City's sanitary sewer collection system. Under this agreement, the developer will be responsible for applicable permit fees, connection fees and ongoing fees for wastewater collection and treatment. The agreement stipulates applicable user rates, requires that all development on the property comply with the City of Joplin codes, and remains binding on all future property owners. The agreement also grants the City of Joplin the right to annex the property once it becomes contiguous with City Limits, in accordance with state statute requirements and at the City's discretion. Approval of this agreement aligns with the Public Works Department's ongoing objective to expand access to sanitary sewer services for as many residential and commercial properties as possible.

FUNDING SOURCE
Sewer Permits will be paid by the Developer.

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

COUNCIL BILL NO. 2025-126 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Grizzly Contracting & Supply Co. LLC, to provide sanitary sewer service to a property located adjacent to Briaroaks Lane in Newton County, Missouri, authorizing the City Manager to execute or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and Grizzly Contracting & Supply Co. LLC to provide sanitary sewer service to a property located adjacent to Briaroaks Lane in Newton County, Missouri, 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 this Council Bill shall have an effective date of July 22, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

AGREEMENT FOR OUT-OF-TOWN SEWER SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between Grizzly Contracting & Supply Co. LLC, a Kansas Limited Liability Company (hereinafter referred to as "Grantee") and the City of Joplin, Missouri, a Missouri Municipal Corporation ("Grantor"). Grantor's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Grantee owns certain real estate (hereinafter referred to as "the Property") located outside the present corporate limits of Grantor, said real estate being described as follows:

ALL OF LOTS NUMBERED THIRTEEN (13) AND FOURTEEN (14) IN VALLEY VIEW ESTATES TO THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

WHEREAS, Grantee desires that Grantor treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

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. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Sewer Service. Grantee shall, at its expense, provide a sewage collection system on and from the Property, and any Joplin Public Sewer System extension required by Grantor, all of which are to be constructed by Grantee in accordance with the following requirements:

a. Grantee's plans shall conform to all requirements of the Joplin City Code, including but not limited to the building code (Section 26-61 through Section 26-80), fire prevention code (Section 58-51 through Section 58-60), zoning code, and Standard Specifications. Grantee's plans must be prepared by an engineering firm or engineer licensed in Missouri. Grantee shall, at its expense, submit its plans for review by Grantor. Grantee shall be assessed fees for plan review pursuant to the rates established by Section 26-91 through Section 26-93, Section 58-68, and Section 106-62 of the Joplin City Code. Grantee shall not proceed unless Grantor has approved Grantor's plans.

b. Grantee shall, at its expense, obtain and record with the county recorder of deeds, any and all easements necessary for sewer service. Grantee shall provide Grantor with proof of said recording.

c. Grantee shall, at its expense, use an engineering firm or engineer licensed in Missouri, hereinafter referred to as "engineer," to inspect and supervise construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantee with a copy thereof to be given to Grantor. Engineer's approval must certify that all conditions of the Joplin City Code, including but not limited to the building code

(Section 26-61 through Section 26-80), fire prevention code (Section 58-51 through Section 58-60), zoning code, and Standard Specifications have been satisfied. Grantee shall also provide Grantor with drawings of any public infrastructure, including the sewage collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantor at that time. As an alternative to use of an engineering firm or engineer licensed in Missouri, Grantee may use City's building, fire, and public works departments in exchange for fees at the rates established by Section 26-91 through Section 26-93, Section 58-68, and Section 106-62 of the Joplin City Code.

d. Grantee shall, at its expense, obtain a connection permit prior to connection to the Joplin Public Sewer System. Grantor shall be assessed fees for connection pursuant to the rates established by Section 118-235 of the Joplin City Code.

e. Upon connection of Grantee's sewage collection system to the Joplin Public Sewer System, all right, title, and interest in any sewer main lines of Grantee's sewage collection system shall belong to City without compensation to Grantee. However, Grantee shall retain all right, title, and interest in any sewer lateral/service lines of Grantee's sewage collection system.

3. Maintenance and Repair of the Property's Sewage Collection System. Grantor shall be responsible for maintenance and repair of the Property's sewage collection system sewer main lines. Grantee shall be responsible for maintenance and repair of the Property's sewage collection system sewer lateral/service lines.

4. Discharge Requirements. Grantee must comply with any discharge requirements established by federal, state, or local law.

5. Rates for Service. Grantee shall be assessed fees for sewer service pursuant to the rates established by Section 118-202 of the Joplin City Code.

6. Payment Schedule. Grantee shall pay Grantor for any fees assessed pursuant to paragraph 5 herein within 30 days of invoice.

7. Development of the Property. Grantee agrees that the Property is governed by the Joplin City Code, including but not limited to the building code (Section 26-61 through Section 26-80), fire prevention code (Section 58-51 through Section 58-60), zoning code, and Standard Specifications. Grantee agrees that any construction or development of the Property shall conform to all requirements of the Joplin City Code and Standard Specifications. Any addresses at the Property shall conform to the City's standard numbering system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

a. To the extent allowed by law, Grantor may annex the Property into the City of Joplin without further action of Grantee, after the Property becomes contiguous to the corporate limits of the City in accordance with Section 71.012, RSMo.

b. Grantee irrevocably appoints the City of Joplin Director of Public Works, herein "Director," as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the Joplin City Council. The Director may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City.

c. If requested by the Director, Grantee shall, within such time as specified by the Director, submit a verified petition requesting annexation of the Property to the City Clerk for presentation to the City Council. The Director may request Grantee to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

d. Grantee agrees not to take any action to oppose any annexation initiated by the City or by any other property owners which includes the Property.

e. This paragraph 8 shall survive termination of this Agreement and shall be a covenant that runs with the land.

9. 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.

10. Attorney's Fees and Expenses. Grantor shall be entitled to enforce this Agreement through all remedies lawfully available, and Grantee shall pay Grantor its costs of enforcement, including reasonable attorney's fees, in the event that Grantee is determined judicially to have violated the terms of this Agreement.

11. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

12. Choice of Law and Venue. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue shall exclusively lie in the Circuit Court of Jasper County, Missouri.

13. Compliance with Law. Grantee shall comply with all federal, state, and local laws at all times.

14. Consequential Damages. In no event shall Grantor be liable to Grantee for special, indirect, or consequential damages.

15. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

16. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

17. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

18. Indemnification. Grantee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Grantor, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses, including reasonable attorney's fees, 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 Grantor, 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.

19. 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.

20. Severability. The clauses of this Agreement are independent and several and should any part or portion of this Agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the Agreement, and it shall remain in full force and effect.

21. Termination. Grantor may terminate this Agreement upon the failure of Grantee to comply with the terms of this Agreement or any amendments thereto after ninety (90) days' notice by Grantor to Grantee.

22. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

23. Waiver. Grantor's rights under this Agreement shall not be affected by its prior failure to require the performance by Grantee, nor shall the waiver by Grantor of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____ , 2025.

GRANTEE

Grizzly Contracting & Supply Co. LLC

_____
Representative/OWNER

GRANTOR

CITY OF JOPLIN, MISSOURI

_____
Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

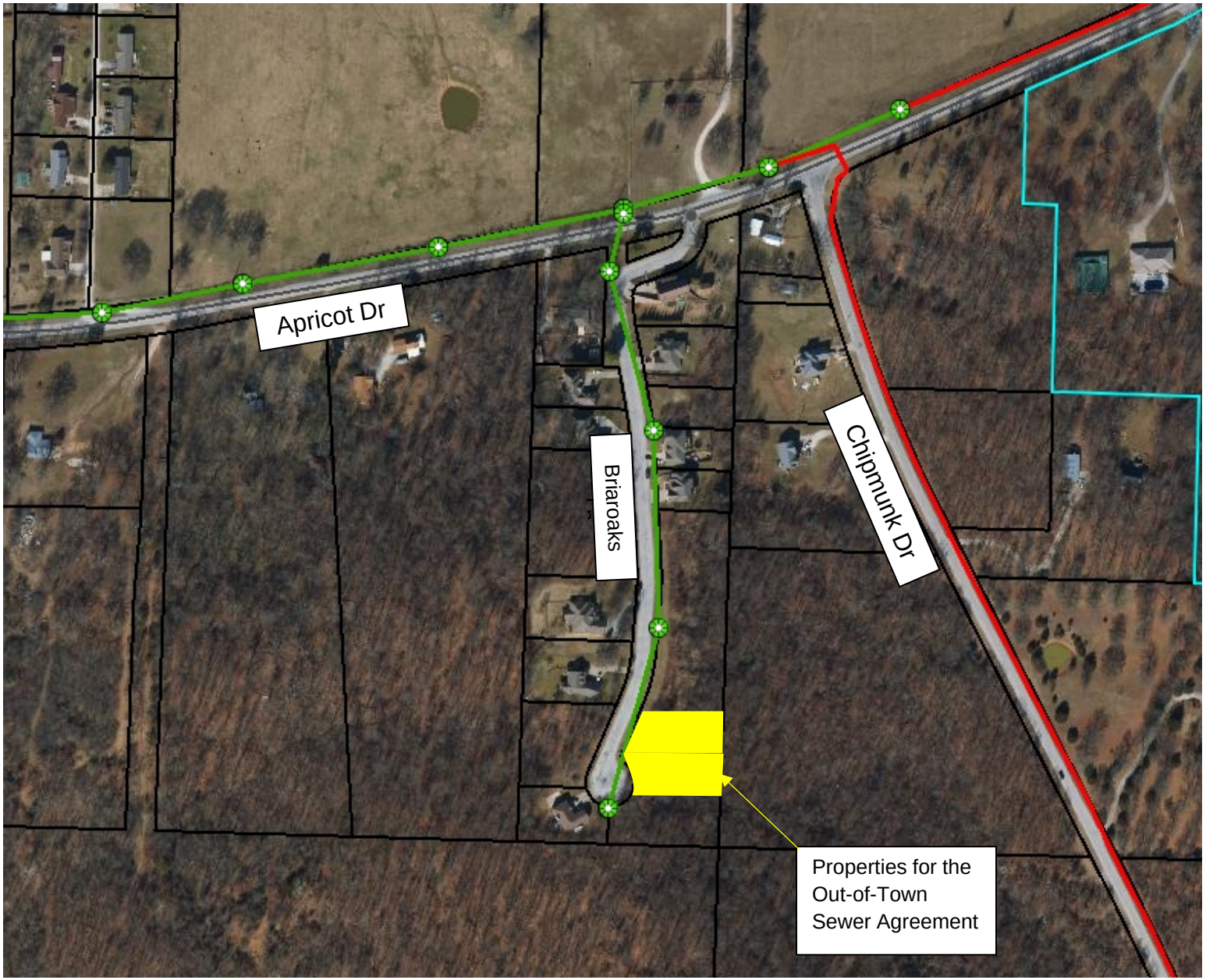
STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me personally appeared Representative/OWNER, authorized representative and member of Grizzly Contracting & Supply Co. LLC, a Kansas limited liability company, personally known to me to be the person who executed the foregoing **Agreement for Out-of-Town Sewer Service** as Grantor and acknowledged to me that he executed the foregoing instrument as his free act and deed as authorized representative and member of Grizzly Contracting & Supply Co. LLC, a Kansas Limited Liability Company.

IN TESTIMONY WHEREOF**,** I have subscribed my name and affixed my official seal in the city or county and State aforesaid, on the day and year above written.

_____
Notary Public

My Commission Expires:



CB 2025-1 26 EXHIBIT MAP

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-614: AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems; and containing an effective date.

MEETING DATE
July 7, 2025

ORIGINATING DEPT
Information Technology

ATTACHMENTS
CB2025-614 Ordinance

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

SUMMARY
This Council Bill authorizes the City to renew an agreement with Microsoft for the annual payment of our Enterprise Software and various Microsoft Specific software licensing and approves issuance of a purchase order for same. This payment represents year 3 of 3 payments and is identical to last year. ($225,392.14)

BACKGROUND
The licensed base of computers for the City of Joplin is now 550 units. The Agreement covers the entire desktop professional platform for each computer. This is the Windows Operating System, Microsoft Office 365, and Core Client Access License (also known as CAL). Annually, the City of Joplin and Microsoft will participate in a "true up" process to determine the number of licenses to be covered and renewed. The number of seats/licenses has remained the same as last year.

FUNDING SOURCE
Currently, this item is a budgeted expense in the IT Dept Software Acct #001-2501-500-21.10

RECOMMENDATION
Staff recommends adoption of this Council Bill on 1st reading with an effective date of 8/1/2025

COUNCIL BILL NO. 2025-614 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software, as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025, was budgeted and approved for by Council during the budget process and finalized by Council Bill 2024-514 on October 21, 2024.

WHEREAS, in the FY2024-2025 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to SHI/Microsoft Corporation for the amount of Two Hundred Twenty-Five Thousand, Three Hundred Ninety-two Dollars, Fourteen Cents ($225,392.14), covering the annual fee for the Enterprise software licensing for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2024-2025 budgeted appropriations as adopted by Council Bill 2024-514 and reflected an appropriation in the total amount of Two Hundred Twenty-Five Thousand, Three Hundred Ninety-two Dollars, Fourteen Cents ($225,392.14) for payment.

Section 3. That this Council Bill shall have an effective date of August 01, 2025

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Pricing Proposal
Quotation #: 26197713
Reference #: EA - 83364742 - Year 3 Anniversary
Created On: 5/15/2025
Valid Until: 5/30/2025

MO-City of Joplin

Mark Morris
MO
United States
Phone: 417-624-0820 x247
Fax:
Email:

Microsoft Inside Account Manager

Vivien Cruz
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-868-5926
Fax:
Email: vivien_cruz@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Azure prepayment Microsoft - Part#: 6QK-00001 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	1	$1,224.00	$1,224.00
2	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	8	$18.12	$144.96
3	Office Professional Plus ALng SA Microsoft - Part#: 269-05704 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	35	$105.02	$3,675.70
4	Visio Standard ALng SA Microsoft - Part#: D86-01253 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	90	$56.92	$5,122.80
5	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	144	$19.46	$2,802.24
6	System Center DC Core ALng SA 2L Microsoft - Part#: 9EP-00208 Contract Name: PC Prime Vendor Services Contract #: CT220337001	8	$49.45	$395.60

	Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910			
7	Teams AC with Dial Out US/CA Sub Add-on Microsoft - Part#: NYG-00001 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	539	$0.00	$0.00
8	M365 F3 FUSL Sub Per User Microsoft - Part#: JFX-00003 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	1	$83.60	$83.60
9	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	2	$649.70	$1,299.40
10	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	16	$126.81	$2,028.96
11	M365 E3 Unified Sub Per User Microsoft - Part#: AAD-33204 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	538	$387.76	$208,614.88
			Total	$225,392.14

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.