JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, OCTOBER 6, 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**
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Officer
6. **Citizen Requests And Petitions**
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2025-276

      AN ORDINANCE providing to vacate Forest Ave from Rolla Street to Quincy Street, City of Joplin, Jasper County, Missouri.

      Documents:

      276SUMMARY.PDF
      276REPORT.PDF
      276MINUTES.PDF

276MINUTES.PDF
276APP.PDF
276MAP.PDF
CB2025-276.PDF

3. COUNCIL BILL NO. 2025-283

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 District C-1 PD (Neighborhood Commercial – Planned Development) and include in District C-3 (Commercial) property as described below and generally known as 901 N Florida Ave, Joplin, Jasper County, Missouri.

Documents:

283SUMMARY.PDF
283REPORT.PDF
283MINUTES.PDF
283APP.PDF
283MAP.PDF
CB2025-283.PDF

4. COUNCIL BILL NO. 2025-282

AN ORDINANCE providing to Vacate 1st Street from Monroe Ave to McKinley Ave, City of Joplin, Jasper County, Missouri.

Documents:

282SUMMARY.PDF
282REPORT.PDF
282MINUTES.PDF
282APP.PDF
282MAP.PDF
CB 2025-282.PDF

5. COUNCIL BILL NO. 2025-280

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as the Southeast corner of the intersection at W Adobe Ln and Country Club Dr (Approximately 1,200 feet north of 32nd Street), Jasper County, Missouri.

Documents:

280SUMMARY.PDF
280REPORT.PDF
280MINUTES.PDF
028-25APP.PDF
280MAP.PDF
CB2025-280.PDF

6. COUNCIL BILL NO. 2025-281

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of

the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-3 (Apartment House) property as described below and generally known as the Southeast corner of the intersection at W Adobe Ln and Country Club Dr, Joplin, Jasper County, Missouri.

Documents:

281SUMMARY.PDF
281REPORT.PDF
281MINUTES.PDF
281APP.PDF
SITE PLAN EXHIBIT-1.PDF
SITE PLAN EXHIBIT-2.PDF
BUILDING EXHIBIT.PDF
PROTESTS.PDF
281MAP.PDF
CB2025-281.PDF

7. COUNCIL BILL NO. 2025-279

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022.

Documents:

SUMMARY SHEET 279.PDF
REPORT 279.PDF
279MINUTES.PDF
CB2025-279.PDF

8. COUNCIL BILL NO. 2025-278

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 PD (Heavy Industrial – Planned Development) and include in District C-3 (Commercial) property as described below and generally known as the 7603 E 32nd St, Joplin, Jasper County, Missouri.

Documents:

278SUMMARY.PDF
278REPORT.PDF
278MINUTES.PDF
278APP.PDF
032-25MAP.PDF
CB2025-278.PDF

8. Consent Agenda

1. Minutes Of The September 15, 2025 City Council Meeting

Documents:

SEP 15 2025 MINUTES.PDF

2. COUNCIL BILL NO. 2025-007

AN ORDINANCE dissolving the Personnel Board and transferring any remaining functions, powers, or duties to the Human Resources Department and the City Manager.

Documents:

CB2025-007.PDF

3. COUNCIL BILL NO. 2025-008

AN ORDINANCE dissolving the Building Trades Board and transferring any remaining functions, powers, or duties to the Building Department.

Documents:

CB2025-008.PDF

4. COUNCIL BILL NO. 2025-009

AN ORDINANCE dissolving the Board of Health and transferring any remaining functions, powers, or duties to the Health Department and the City Manager.

Documents:

CB2025-009.PDF

5. COUNCIL BILL NO. 2025-010

AN ORDINANCE dissolving the Solid Waste Advisory Commission and transferring any remaining functions, powers, or duties to the Public Works Department and the City Manager.

Documents:

CB2025-010.PDF

6. COUNCIL BILL NO. 2025-136

AN ORDINANCE approving an agreement with the G&G Construction Company Inc. in the amount of One Million Seven Hundred Seven Thousand Two Hundred and 00/100 DOLLARS ($1,707,200.00) for the Miscellaneous WWTP Improvements 2025 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:

CB2025-136.PDF

7. COUNCIL BILL NO. 2025-137

AN ORDINANCE approving an agreement with the G&G Construction Company, Inc for the Turkey Creek WWTP Aeration Renovation 2025 in the amount of Two Million Six Hundred Ninety Four Thousand Two Hundred One and 14/100 DOLLARS ($2,694,201.14) for the Turkey Creek WWTP Aeration Renovation 2025 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:

CB2025-137.PDF

8. COUNCIL BILL NO. 2025-141

AN ORDINANCE approving the issuance of a Purchase Order to Tri-State Truck Center, Inc., in the amount of One Hundred Fifty-Three Thousand Three Hundred Ninety-Nine and 00/100 Dollars ($153,399.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE Transmission; and, setting a date when this ordinance shall become effective.

Documents:

CB2025-141.PDF

9. COUNCIL BILL NO. 2025-277

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2025, through October 31, 2026, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-277.PDF

10. COUNCIL BILL NO. 2025-532

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Home Pal, LLC., for the sale of one parcel located at 3127 S Wall Avenue, totaling approximately 4,125 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-532.PDF

11. COUNCIL BILL NO. 2025-533

AN ORDINANCE approving an Agreement by and between the City of Joplin and MetLife to provide dental, life and disability insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-533.PDF

12. COUNCIL BILL NO. 2025-534

AN ORDINANCE approving an Agreement by and between the City of Joplin and EyeMed to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2025-534.PDF

13. COUNCIL BILL NO. 2025-618

AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the financial software and related systems as budgeted in the Proposed Budget of the City of Joplin for the Fiscal Year 2025-2026 and setting an effective date

Documents:

CB2025-618.PDF

9. Resolutions

1. RESOLUTION NO. 2025-011

A RESOLUTION authorizing the City Manager to execute the Petition to the City of Joplin, Missouri for the creation of the Woodsonia Marketplace Community Improvement District.

Documents:

RESOLUTION 2025-011 SUMMARY AUTHORIZING CITY MANAGER TO EXECUTE THE WOODSONIA MARKETPLACE CID PETITION.PDF
RESOLUTION 2025-011 AUTHORIZATION TO FILE WOODSONIA MARKETPLACE CID PETITION.PDF
RESOLUTION 2025-011 EXHIBIT A WOODSONIA MARKETPLACE CID.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2025-354

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 126 S Pearl Ave. in the City of Joplin, Missouri, for Six Thousand Four Hundred Seventy-Eight dollars ($6,478.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY (GREEN) 126 S PEARL AVE CB 2025-354.PDF
126 S PEARL AVE PHOTOS JUNE 16 .PDF
405W2ND126 S PEARL AVE.PDF
CB 2025-354 126 S PEARL AVE.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2025-142

AN ORDINANCE approving Amendment #1 to work authorization OLS-24OC-001 with Olsson for professional engineering consultation services in the not to exceed amount of Sixty-One Thousand One Hundred Fifty and 00/100 dollars ($61,150.00) for the 7th Street Sanitary Sewer Relocation 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:

CB2025-142 AMEND 1 TO WA FOR 7TH ST SAN SEWER RELO (OLSSON) SUMMARY.PDF
CB2025-142 AMEND 1 TO WA FOR 7TH SAN SEWER JOPLIN ENG AMEND TO WORK AUTH FORM-SIGNED.PDF
CB2025-142 AMEND 1 TO WA FOR 7TH ST SAN SEWER RELO 25-0918-024-03774-LTR AGMT AMEND 1 (EXHIBIT A - JOPLIN WA).PDF
CB2025-142 AMEND 1 TO WA FOR 7TH ST SAN SEWER RR SUBMITTAL - LOCATION.PDF
CB2025-142 AMEND 1 TO WA FOR 7TH ST SAN SEWER RELO (OLSSON) ORDINANCE.PDF

2. COUNCIL BILL NO. 2025-143

AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Two Hundred Fifty-Six Thousand Five Hundred Eighty and 00/100 dollars ($256,580.00) for professional engineering services for the Zora Street Improvements Phases 2 and 3 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:

CB2025-143 ZORA PH. 2 AND 3 AMEND 1 (OLSSON) SUMMARY.PDF

CB2025-143 ZORA PH. 2 AND 3 AMEND 1 (OLSSON) AMENDMENT 1.PDF
CB2021-143 ZORA PH. 2 AND 3 AMEND 1 (OLSSON) MAP.PDF
CB2025-143 ZORA PH. 2 AND 3 AMEND 1 (OLSSON) ORDINANCE.PDF

3. COUNCIL BILL NO. 2025-144

AN ORDINANCE approving an Agreement and Work Authorization with SFS Architecture, Inc. for Architectural Design Services for the Public Safety Training Center (PSTC) Bathroom Facility in the not to exceed amount of Fifty-Three Thousand Two Hundred and 00/100 dollars ($53,200.00) 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:

CB2025-144 SUMMARY SHEET - SFS--PSTC RESTROOM FACILITY ARCH. SERVICES (1) (1).PDF
CB2025-144 ORDINANCE FD-PSTC RESTROOM FAC ARCH. SERV (SFS) ORDINANCE.PDF
CB2025-144 FD-PSTC RESTROOM FAC ARCH. SERV (SFS) AGREEMENT AND WK AUTH.PDF
CB2025-144 FD-PSTC RESTROOM FAC MAP.PDF

4. COUNCIL BILL NO. 2025-284

AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades 3rd Addition located West of the intersection of N St Louis Ave and Reed Street, in the City of Joplin, Jasper County, Missouri.

Documents:

284SUMMARY.PDF
284REPORT.PDF
284MINUTES.PDF
284APP.PDF
284MAP.PDF
FINAL PLAT.PDF
CB2025-284.PDF

5. COUNCIL BILL NO. 2025-401

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation to partner in administering activities to complete the Lead Hazard Reduction Demonstration (LHRD) grant # MOLHB0807-24 provided through the U.S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes (OLHCHH); authorizing the City Manager to execute same on behalf of the City of Joplin.

Documents:

CB2025-401 SUMMARY.PDF

CB2025-401 SUMMARY.PDF
CB2025-401AGREEMENT.PDF
CB2025-401 ORDINANCE.PDF

6. COUNCIL BILL NO. 2025-402

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2025 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

Documents:

CB 2025-402 SUMMARY SHEET.PDF
CB 2025-402 AGREEMENT.PDF
CB 2025-402.PDF

7. COUNCIL BILL NO. 2025-453

AN ORDINANCE amending Chapter 18, Animals, Article I, Sec. 18-5(c) Animal neglect and abandonment — Penalties.

Documents:

CB2025-453-SUMMARY SHEET.PDF
CB2025 -453-COUNCIL BILL.PDF

8. COUNCIL BILL NO. 2025-454

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2025 and running through September 30, 2026, for the amount of up to Thirty Five Thousand, Eight Hundred Forty One Dollars and Ninety Cents ($35,841.90), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri..

Documents:

CB2025-454-SUMMARY SHEET.PDF
CB2025-454-COUNCIL BILL.PDF
CB2025-454- SUPPLEMENTAL ITEM CONTRACT.PDF

9. COUNCIL BILL NO. 2025-535

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White, for the sale of one parcel located at North Street – West of St Louis Avenue, totaling approximately 10,625 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB 2025-535 SUMMARY LAND SALE NORTH STREET WEST OF ST LOUIS AVE .PDF
CB 2025-535 LAND SALE ORDINANCE NORTH ST W OF ST LOUIS.PDF
CB 2025-535 EXHIBIT A REAL ESTATE CONTRACT NORTH ST - WEST OF ST. LOUIS.PDF
CB 2025-535 BID TAB.PDF
CB 2025-535 MAP NORTH STREET W OF ST LOUIS AVE.PDF

10. COUNCIL BILL NO. 2025-536

AN ORDINANCE approving an Agreement by and between the City of Joplin and UMR to provide health insurance administration services for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said renewal agreement by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB 2025-536 SUMMARY HEALTH INSURANCE ADMINISTRATION SERVICES RENEWAL AGREEMENT.PDF
CB 2025-536 ORDINANCE HEALTH INSURANCE ADMINISTRATION SERVICES RENEWAL AGREEMENT.PDF
CB 2025-536 EXHIBIT A UMR ADMINISTRATIVE SERVICE AGREEMENT.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2025 - 615

AN ORDINANCE approving a Contract by and between the City of Joplin and Branco Enterprises, Inc. in the amount of Eight Million Nine Hundred and Thirty-Five Thousand Three Hundred and Sixty-Five Dollars ($8,935,365) for construction of the Ewert Splash Park project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

Documents:

615 SUMMARY.PDF
615 SPLASH PARK GMP AMENDMENT.PDF
615 SIGNED CMR CONTRACT.PDF
COUNCIL BILL NO. 2025-615 EWERT SPLASH PARK.PDF

13. Unfinished Business

14. New Business

1. Vote To Go Into Closed Session, Which Shall Pertain To Leasing, Purchasing Or Sale Of Real Estate By A Public Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Therefore; And Which Shall Pertain To The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information; More Specifically For The Purpose Of Evaluating Certain Council Employees; As Set Forth In Section 610.021(2) (3) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

Notice posted at 12 p.m. on this the 2nd day of October, 2025. (RSMo 610.020)

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:
2025-276 – Street Vacation

MEETING DATE:
October 6, 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 025-25: 2100 E Rolla St – Street Vacation - A request to Forest Ave from Rolla St to Quincy St – Joplin Schools

BACKGROUND:

Joplin Schools has a portion of their building at Royal Heights that sits on an undeveloped street. After researching City and County documents, it was realized that the street, Forest Ave, had never been officially vacated. There are no utilities within the area, and the utility companies have consented to the vacation.

PLANNING & ZONING COMMISSION TESTIMONY:

David Petit presented the case. Joplin Schools wants to construct an addition and is requesting to vacate the street.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-276
Planning & Zoning Commission recommends approving Case 025-25 (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
Vacation

CASE 025-25 A request to vacate a section of Forest Ave from Rolla St to Quincy St

APPLICANT Joplin Schools

REPRESENTATIVE Dave Petit

LOCATION 2100 E Rolla St

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Forest Ave	Approximately 40′X200′

REASON FOR VACATION

Joplin Schools is wanting to construct an addition to Royal Heights and staff pointed out that there was an unimproved street on their property that had never been properly vacated.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are no existing utilities, and the utilities have consented to the vacation request.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No utilities plan to locate their infrastructure within the easement.

DISCUSSION

Joplin Schools has a portion of their building at Royal Heights within an undeveloped street. After researching City and County documents, it was realized that the street, Forest Ave, had never been officially vacated. There are no utilities within the area, and the utility companies have consented to the vacation.

Staff recommends approving Case 025-25.

ENCLOSURES

- Application
- Map

CASE 025-25: VACATION

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

David Petit, Director of Facilities for Joplin Schools, 1301 S Picher Ave represented the case. Joplin Schools is requesting to vacate Forest Ave, they believe there was a County or City oversite. Joplin Schools has a building over this street and would like to formally vacate the street to construct a building addition.

Mr. Kimble asked if there was anyone who would like to speak in favor or opposition.

MS. WARREN MADE A MOTION TO APPROVE CASE 025-25. THIS MOTION WAS SECONDED BY MS. KLUE-MICHAEL. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

Vacation of Streets or Easements Application

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

Office Use Only
Case No.: 025-25
Filing Fee: $600.00
Received: 7/23/25
Date Advertised:
Proj. No.: 25-045
Public Hearing Date: 9/8 (P+Z)
10/6 (CC)

Applicant: Joplin School District - Royal Heights Elementary Phone No.: (417)-625-5300

Address: 2100 Rolla St., Joplin, MO 64801 Email: davepettit@joplinschools.org

Owner: Joplin School District Phone No.: (417)-625-5300

Address: 825 Pearl Ave, Joplin, MO 64801 Email: davepettit@joplinschools.org

Location of Street or Easement: 2100 Rolla St., Joplin, MO 64801

Type of Vacation: [Street] Easement Alley Plat

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

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

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

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

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

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

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

Utility	Contact	Email	Phone
AT&T	**Gene Lollis**	IL0967@att.com	**417-499-7819**
MoAm Water*	Robert Divine	robert.divine@amwater.com	
MoAm Water*	**Drew Daniels**	drew.daniels@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)	**Jerry Herron**	jherron@republicservices.com	**(620) 620-1117**
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Allo Fiber	**Brandon Warren**	Brandon.warren@allofiber.com	
Allo Fiber	Chris Rowley	Chris.rowley@allofiber.com	402-430-2870
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	**Kaleb Roberts**	kroberts@joplinmo.org	**417-624-0820 x1531**
City Stormwater	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 x1531

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

Signature: _____ **Date:** _____

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

Be it known that Joplin School District, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Forest Ave between Rolla St. and Quicy St.

Located at: 2100 Rolla St., Joplin, MO 64801

For the following purpose: Construction of a new building addition and to vacate area already occupied by an existing building.

For Utility Use:

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

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

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

Chris Rowley (Fiber Design Manager) Chris Rowley — 05/29/2025

Authorized Representative — Date

ALLO Fiber

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

Be it known that Joplin School District, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Forest Ave between Rolla St. and Quicy St.

Located at: 2100 Rolla St., Joplin, MO 64801

For the following purpose: Construction of a new building addition and to vacate area already occupied by an existing building.

For Utility Use:

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

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

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

Martha A. Ramos — Authorized Representative

5-29-2025 — Date

Missouri American Water — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

Be it known that Joplin School District, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Forest Ave between Rolla St. and Quicy St.

Located at: 2100 Rolla St., Joplin, MO 64801

For the following purpose: Construction of a new building addition and to vacate area already occupied by an existing building.

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   ☐ Yes (proceed to #2) ☐ No (form complete)

2. Our utility:
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   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      ☐ Retain utility easement and protect facilities
      ☐ Relocate facilities
      ☐ Other: _____

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

Keri Bledsoe
Authorized Representative

5-30-25
Date

Sparklight
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

Be it known that Joplin School District, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Forest Ave between Rolla St. and Quicy St.

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For the following purpose: Construction of a new building addition and to vacate area already occupied by an existing building.

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     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

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

Alex Sammet (Jun 3, 2025 12:38 CDT)

Authorized Representative

06/03/2025
Date

Spire
Name of Utility

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

June 3rd, 2025

Joplin School District
Attn: Dave Pettit
2100 Rolla St.
Joplin, MO 64801

Re: Vacation of Forest Ave between Rolla St. and Quincy St.

Vacation: Vacation of Forest Ave between Rolla St. and Quincy St.for construction of a new biliding addition and to vacate area already occupied by an existing building.

Joplin School District,

In response to Joplin School District's letter dated May 29th, 2025 relative to the above referenced vacation request of Forest Ave between Rolla St. and Quincy St.for construction of a new biliding addition and to vacate area already occupied by an existing building.

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

Sincerely,

Alex Sammet (Jun 3, 2025 12:38 CDT)

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

TJF:MRS
cc: aidan.thomas@amce.com

Engineering Dept. Approval: Jose Arellano

System Planning Approval: PC

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

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For the following purpose: Construction of a new building addition and to vacate area already occupied by an existing building.

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   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
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     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

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

Gene Lollis
Authorized Representative

06/05/2025
Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

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Located at: 2100 Rolla St., Joplin, MO 64801

For the following purpose: Construction of a new building addition and to vacate area already occupied by an existing building.

For Utility Use:

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   □ Yes (proceed to #2) ☑ No (form complete)

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

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

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

Authorized Representative — Date: 6/10/25

Storm Water
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

Be it known that Joplin School District, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Forest Ave between Rolla St. and Quicy St.

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   - ☐ Yes (proceed to #2)
   - ☑ No (form complete)

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

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

JOHN CRUZ — Authorized Representative

5/29/25 — Date

Sanitary Sewer — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

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Located at: 2100 Rolla St., Joplin, MO 64801

For the following purpose: Construction of a new building addition and to vacate area already occupied by an existing building.

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   - ☒ No (form complete)

2. Our utility:
   - ☐ has no objection
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     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

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

_____ 7/15/2025
Authorized Representative — Date

Liberty Utilities
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Joplin School District
Phone: (417) 625-5300
Email: davepettit@joplinschools.org

Be it known that Joplin School District, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Forest Ave. between Rolla St. and Quincy St.

Located at: 2100 Rolla St., Joplin, MO 64801

For the following purpose: Construction of a new building addition and to vacate area already occupied by an existing building.

For Utility Use:

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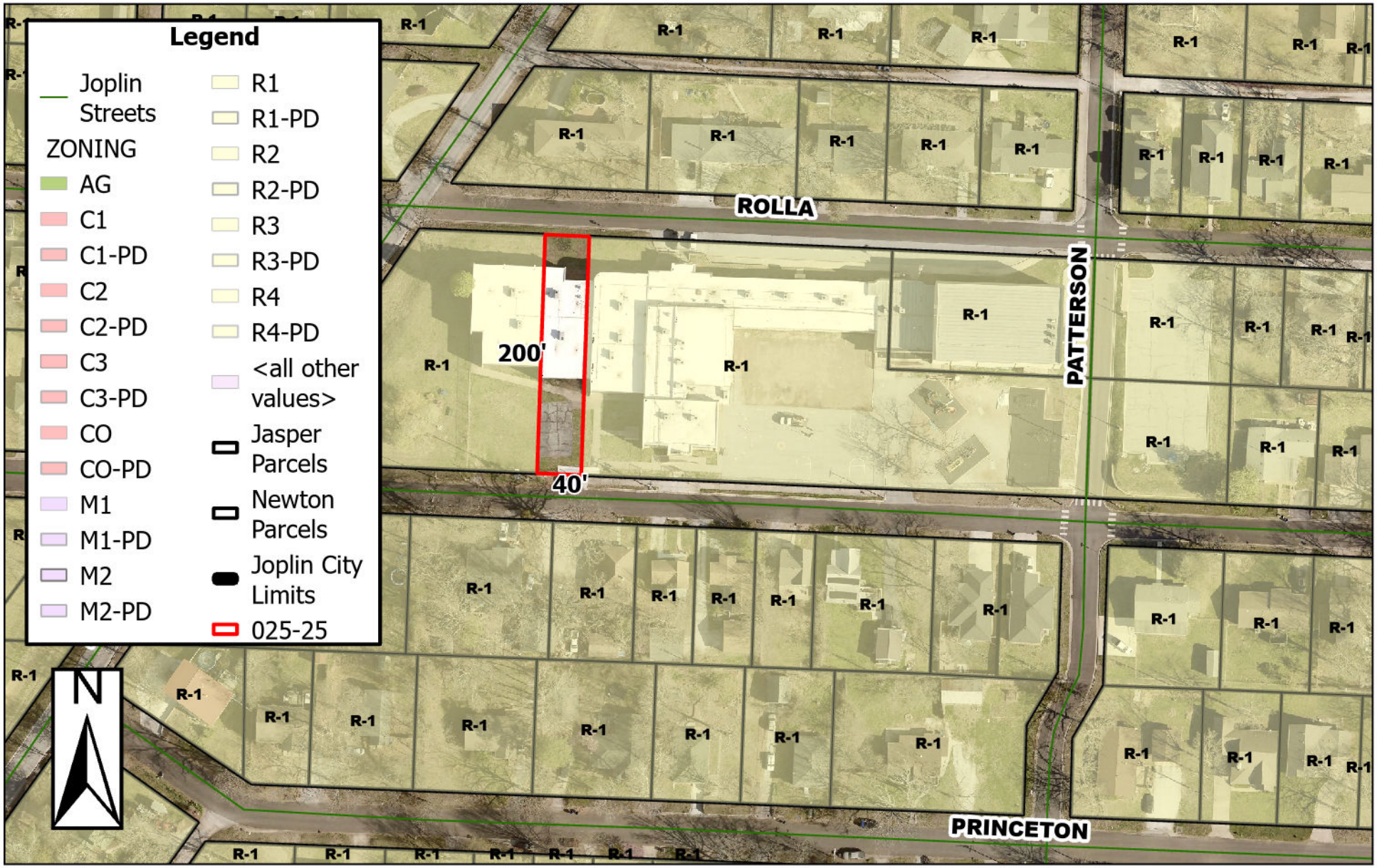
   - ☐ Yes (proceed to #2)
   - ☒ No (form complete)
2. Our utility:
   - ☒ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☒ will waive objections subject to the following conditions (describe below, or on separate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

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

_____ 5-31-2021
Authorized Representative — Date

Republic Services
Name of Utility

Case 025-25: Street Vacation



2100 E Rolla St – Street Vacation – A request to vacate Forest Ave from Rolla St to Quincy St – Joplin Schools

0 40 80 160 240 320
Feet

P & Z Case 025-25
Joplin Schools
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-276 ORDINANCE NO.

AN ORDINANCE providing to vacate Forest Ave from Rolla Street to Quincy Street, City of Joplin, Jasper County, Missouri.

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

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

A PORTION OF FOREST AVENUE TO BE VACATED. LYING SOUTH OF ROLLA STREET AND NORTH OF QUINCY STREET, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. BEING DESCRIBED MORE FULLY AS FOLLOWS: THAT PORTION OF FOREST AVENUE BOUNDED ON THE WEST BY THE EAST LINE OF LOTS 489 AND 483 IN ROYAL HEIGHTS SUBDIVISION AND BOUNDED ON THE EAST BY THE WEST LINE OF LOTS 482 AND 490 IN ROYAL HEIGHTS SUBDIVISION AND BOUNDED ON THE NORTH BY THE SOUTH RIGHT-OF-WAY LINE OF ROLLA STREET AND BOUNDED ON THE SOUTH BY THE NORTH RIGHT-OF-WAY LINE OF QUINCY STREET. BEING 40 FEET IN WIDTH. CONTAINING 0.18 ACRES (8,000 SQUARE FEET) MORE OR LESS.

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:
2025-283 – Rezoning

MEETING DATE:
October 6, 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 026-25: 901 N Florida Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) and District C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 (Commercial) to construct an addition to an existing gas station – Lions Realty

BACKGROUND:

The owner of the property is seeking to build an addition to the existing gas station. Half of the property is zoned C-1 PD, and the other half is zoned M-2. Gas stations are not a permitted use under C-1 (Neighborhood Commercial). Rezoning permits the use by right and allows them to construct the addition. It also downzones the M-2 portion of the property to a zoning district that is compatible with retail commercial.

PLANNING & ZONING COMMISSION TESTIMONY:

Wayne Stephenson presented the case. Mr. Bellairs added that the request is consistent with the future land use and comprehensive planning for the City of Joplin.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-283
Planning & Zoning Commission recommends approving Case 026-25 (7 in Favor, 0 Opposed, 0 Absent)

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

Z&P Meeting: September 8, 2025
City Council Meeting: October 6, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 026-25 A request to rezone from District M-2 (Heavy Industrial) and District C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 (Commercial) to construct an addition to an existing gas station.

LOCATION 901 N Florida Ave

APPLICANT Lions Realty

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2 & C-1 PD	Gas Station	Approximately 1 Acre

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2/CO	M-2	M-2	C-3
Land Use	Vacant/Duplex	Public/Civic	Shipping/Warehousing	Retail

FUTURE LAND USE

The property is identified as Retail Commercial on the future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E Newman Rd	Arterial	60′
N Duquesne Rd	Arterial	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

The property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes, C-3 is a compatible zoning district with the Retail Commercial Future Land Use, as outlined in the Comprehensive Plan.

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

Heavy Industrial is better suited for more remote locations, not in close proximity to commercial and residential traffic. At the intersection of two Arterial streets, C-3 is the highest and best use for the subject property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The requested zoning district will be less intensive than heavy industrial and will not detrimentally affect nearby properties.

DISCUSSION

The owner of the property is seeking to build an addition to the existing gas station. Half of the property is zoned C-1 PD, and the other half is zoned M-2. Gas stations are not a permitted use under C-1 (Neighborhood Commercial). Rezoning permits the use by right and allows them to construct the addition. It also downzones the M-2 portion of the property to a zoning district that is compatible with retail commercial.

Staff recommends approval of Case 026-25.

ENCLOSURES

- Map of property
- Application

CASE 026-25: REZONING

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

Wayne Stephenson, 302 S Sergeant, with GB Engineering, represented the case. Mr. Stephenson said this is a cleanup to rezone the entire site to C-3 from C-1 PD and M-2 for an addition to an existing gas station.

Mr. Bellairs stated that the Future Land Use map categorizes much of this area as Retail Commercial, so while much of the area is zoned Heavy Industrial, C-3 is a compatible district with the City's future land use plans.

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.

MRS. KLUE-MICHAEL MADE A MOTION TO APPROVE CASE 026-25. THIS MOTION WAS SECONDED BY MR. SPRUCE. 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.: 026-25
Filing Fee: $600.00
Received: 7/28/25
Date Advertised:
Proj. No.: 25-046
Public Hearing Date: 9/8/25 (PZ)
10/6/25 (CC)

Applicant: Sunaib Lalani Phone No.: 469-579-9755

Address: 901 N Florida, Joplin, MO 64801 Email:

Owner: Lions Realty Phone No.: 469-579-9755

Address: 3525 Newman Rd Joplin, MO 64801 Email:

Location of Property: Approx 300' south of the SE corner of McKinley and w 4th Street

Present Use of Property: Convenience Store

Proposed Use of Property: Convenience Store

Current Zoning: M2 + C-1 PD Requested Zoning: ~~C1~~ C-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Rental Properties, Residential	C0
South	Newman Rd / Industrial	Public Right of Way / M2
East	Joplin Fire Station	M2
West	Convenience Store	C1-PD

Character of the Neighborhood: Industrial area from Range Line to Florida along Newman Rd

Currently containing a convenient store. A portion of the property is zoned M-2.

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: A building addition is proposed to existing convenience store.

We cannot permit M2 development in C1 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: Existing access locations will be used.

Classification of Street(s):

Arterial ☐ Collector ☒ Local ☐

Right-of-Way Width: 60'

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

A portion of the property is still zoned M2 and is being cleaned up

to match the rest of the property zoning.

_____

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:** _____

Property Location: 901 North Florida Ave – Red Apple Mart

See attached legal descriptions.

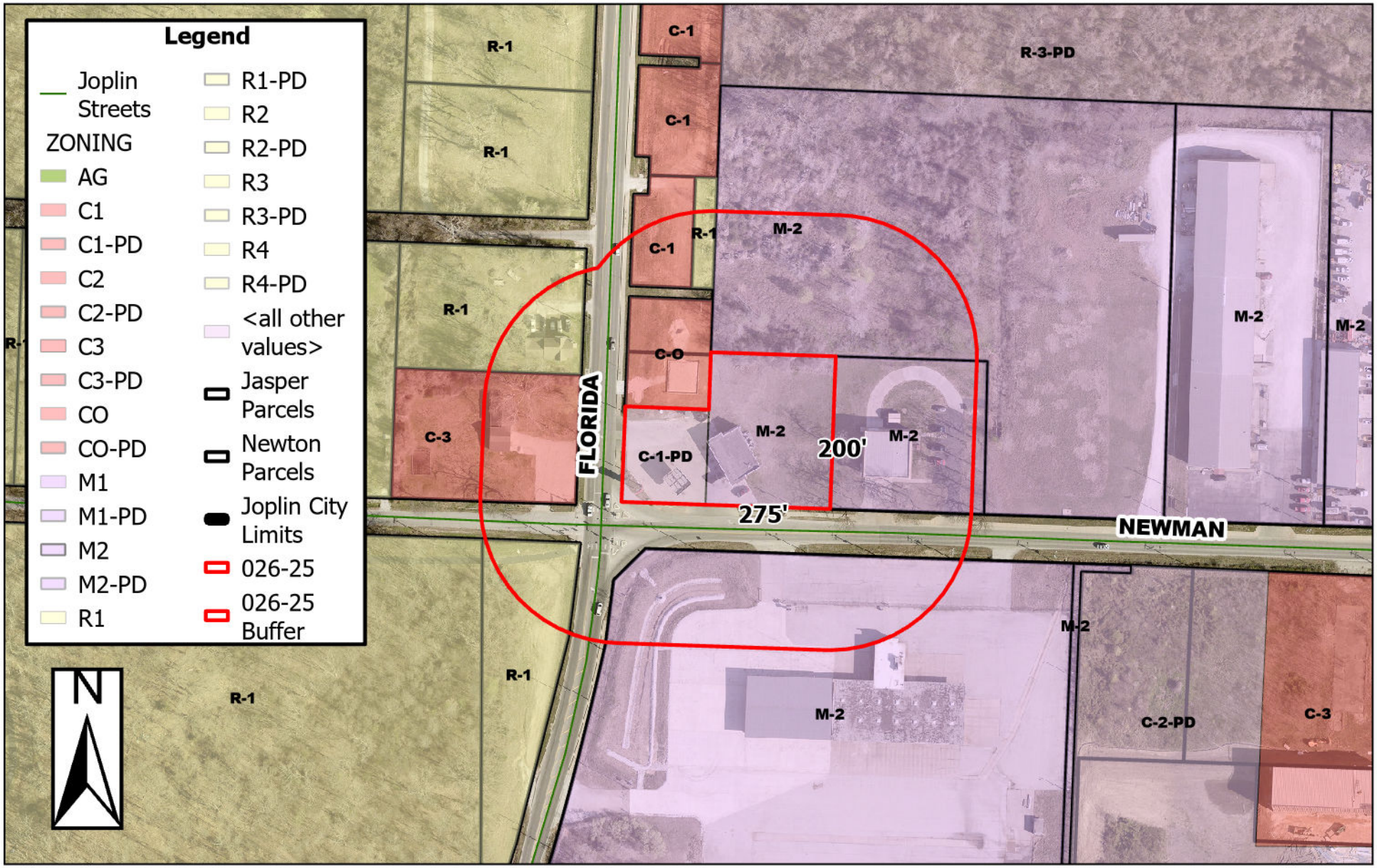
Reasoning Statement for Rezone:

Red Apple Mart is proposing to construct a new building addition within their current site located at 901 North Florida Avenue. A portion of the existing site is still zoned M2 from original subdivision platting.

We are requesting to rezone the entire property to C1, to match the existing zoning of the site.

The existing traffic patterns will remain, with no adverse impacts to traffic or surrounding roadway network.

Case 026-25: Rezoning



901 N Florida Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) and District C-1 PD (Neighborhood Commercial – Planned Development) to District C-3 (Commercial) to construct an addition to an existing gas station – Lions Realty

P & Z Case 026-25
Lions Realty
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-283 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and District C-1 PD (Neighborhood Commercial – Planned Development) and include in District C-3 (Commercial) property as described below and generally known as 901 N Florida 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 M-2 (Heavy Industrial) and District C-1 PD (Neighborhood Commercial – Planned Development) the following described property and including in District C-3 (Commercial).

ALL OF LOTS NUMBERED SEVEN HUNDRED THIRTEEN (713), SEVEN HUNDRED FOURTEEN (714), SEVEN HUNDRED FIFTEEN (715) AND SEVEN HUNDRED SIXTEEN (716) IN CASTLE ROCK SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF AND A TRACT OF LAND IN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 36, TOWNSHIP 28, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF LOT NUMBERED SEVEN HUNDRED SIXTEEN (716) IN CASTLE ROCK SUBDIVISION, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH ALONG THE EAST LINE OF LOT 716, 89.0 FEET TO THE NORTH LINE OF NEWMAN ROAD, THENCE EAST 151.0 FEET, THENCE NORTH 200.0 FEET, THENCE WEST 150.36 FEET, THENCE SOUTH 111.0 FEET TO THE POINT OF BEGINNING EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES AND ALL OF THE SOUTH ONE-HALF (S1/2) OF VACATED 19TH STREET LYING NORTH OF AND ADJOINING LOTS NUMBERED 713 TO 716, BOTH INCLUSIVE, IN CASTLE ROCK SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. AND ALL OF THE NORTH ONE-HALF (N1/2) OF VACATED 19TH STREET LYING SOUTH OF AND ADJOINING LOTS NUMBERED SEVEN HUNDRED FORTY-THREE (743), SEVEN HUNDRED FORTY-FOUR (744), SEVEN HUNDRED FORTY-FIVE (745) AND SEVEN HUNDRED FORTY-SIX (746) IN CASTLE ROCK SUBDIVISION, NOW KNOWN AS PINKY PROMISE ADDITION, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-282 – Street Vacation

MEETING DATE:
October 6, 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 027-25: 130 S McKinley Ave – Street Vacation - A request to vacate a section of 1st Street, from Monroe Ave to McKinley Ave – Joplin Schools

BACKGROUND:

Joplin Schools recently purchased the houses north of their facilities at 130 S McKinley Ave. Their plan is to demolish these homes to construct a parking lot that will serve as the drop off/pick up loading and unloading for students. Their goal is to vacate 1st St and incorporate this into the design. 1st Street is not a thorough street so there should be no negative impact on traffic. All property utilizing this section of 1st St is owned by Joplin Schools.

The utilities have indicated that they wish for easements to remain. This will be a vacation of right-of-way only and no permanent structures will be permitted within the easement.

PLANNING & ZONING COMMISSION TESTIMONY:

David Petit, Director of Facilities for Joplin Schools, 1301 S Picher Ave represented the case. Joplin Schools is requesting to vacate Forest Ave. Joplin schools has acquired the properties north of 1st Street. Their desire is to enhance the site to allow better traffic flow, off-street, for parent pick up/drop off. By vacating 1st Street from Monroe to McKinley, they will be able to open a processing queue for better traffic. Mr. Petit stated that utilities will be left alone. The Commission inquired about the demolition and occupancy status of some of the homes where the parking lot will be located.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-282
Planning & Zoning Commission recommends approving Case 027-25 (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
Vacation

CASE 027-25 A request to vacate a section of 1st Street, from Monroe Ave to McKinley Ave

APPLICANT Joplin Schools

REPRESENTATIVE Dave Petit

LOCATION 130 S McKinley Ave

EXISTING CONDITIONS

Easement Type(s)	Easement Size
1st St	Approximately 60'X375'

REASON FOR VACATION

Joplin Schools want to vacate 1st Street by removing public access and using it as part of their loading/unloading plan. They will develop the lots north of 1st Street as part of their parking/loading area.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

The utilities have indicated that they wish for easements to remain. This will be a vacation of right-of-way only and no permanent structures will be permitted within the easement.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No new utilities are planned to be located within the easement. Nevertheless, utility easements will be protected.

DISCUSSION

Joplin Schools recently purchased the houses north of their facilities at 130 S McKinley Ave. Their plan is to demolish these homes to construct a parking lot that will serve as the drop off/pick up loading and unloading for students. Their goal is to vacate 1st St and incorporate this into the design. 1st Street is not a thorough street so there should be no negative impact on traffic. All property utilizing this section of 1st St is owned by Joplin Schools.

Staff recommends approving Case 027-25.

ENCLOSURES

- Application
- Map

CASE 027-25: VACATION

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

David Petit, Director of Facilities for Joplin Schools, 1301 S Picher Ave represented the case. Joplin Schools is requesting to vacate Forest Ave. Joplin schools has acquired the properties north of 1st Street. Their desire is to enhance the site to allow better traffic flow, off-street, for parent pick up/drop off. By vacating 1st Street from Monroe to McKinley, they will be able to open a processing queue for better traffic. Mr. Petit stated that utilities will be left alone.

Mr. Bellairs added that this is a right-of-way vacation only, utility easements will remain.

Dr. Rosenberg asked if all of the houses were coming down.

Mr. Petit stated that is correct. They currently have the structures under advertisement for bid, otherwise they will be abated and demolished.

Dr. Rosenberg said he thought they were all vacant.

Mr. Petit stated that 3 of the 4 that are standing were vacant for the month of August and the other one became vacant at the tail end of August.

Mr. Kimble asked if there was anyone who would like to speak in favor or opposition.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 02 7-25. THIS MOTION WAS SECONDED BY MS. PHILLIPS. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

Vacation of Streets or Easements Application

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

Office Use Only
Case No.: V27-25
Filing Fee: $600.00
Received: 7/24/25
Date Advertised:
Proj. No.: 25-047
Public Hearing Date: 9/8/25 (P2)

Applicant: Joplin Schools - Dave Pettit Phone No.: (417) 625-5300 x 2101

Address: 1301 S. Picher Ave Email: davepettit@joplinschools.org

Owner: Joplin Schools Phone No.: (417) 625-5300

Address: 1301 S. Picher Ave Email: davepettit@joplinschools.org

Location of Street or Easement: West 1st St. Between S. McKinley Ave and S. Monroe Ave

Type of Vacation: (Street) Easement Alley Plat

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

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

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

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

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

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

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

Utility	Contact	Email	Phone
AT&T	Gene Lollis	IL0967@att.com	417-499-7819
MoAm Water*	Robert Divine	robert.divine@amwater.com	
MoAm Water*	Drew Daniels	drew.daniels@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)	Jerry Herron	jherron@republicservices.com	(620) 620-1117
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Allo Fiber	Brandon Warren	Brandon.warren@allofiber.com	
Allo Fiber	Chris Rowley	Chris.rowley@allofiber.com	402-430-2870
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 x1531
City Stormwater	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 x1531

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

Signature: _____ **Date:** 5/30/25

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that _____, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* _____

Located at: _____

For the following purpose: _____

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☒ No (form complete)
2. Our utility:
   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

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

Gene Lollis
Authorized Representative

06/05/2025
Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Joplin School District
Phone: (417)-625-5300
Email: davepettit@joplinschools.org

Be it known that Joplin School District, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Forest Ave between Rolla St. and Quicy St.

Located at: 2100 Rolla St., Joplin, MO 64801

For the following purpose: Construction of a new building addition and to vacate area already occupied by an existing building.

For Utility Use:

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

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

   _____

   _____

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

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

_____ 5/31/2025
Authorized Representative — Date

Republic Services
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that _____, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* _____

Located at: _____

For the following purpose: _____

For Utility Use:

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

2. Our utility:
   - ☒ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
     We were informed that the homes will be demolished. If this is the case, then we have adjusted our routes accordingly to deem this street vacation a non-issue to ALLO.
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

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

Chris Rowley (Fiber Design Manager) Chris Rowley — 6/2/2025

Authorized Representative — Date

ALLO Fiber

Name of Utility

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

June 3rd, 2025

Joplin Schools
Attn: Dave Pettit
1301 S. Picher Ave
Joplin, MO 64801

Re: Vacation Request for 1st Street between S. McKinley Ave and S. Monroe Ave

Vacation: 1st Street between S. McKinley Ave and S. Monroe Ave for rework of the parent drop off location.

Joplin Schools,

In response to Joplin Schools letter dated May 30th, 2025 relative to the above referenced vacation of 1st Street between S. McKinley Ave and S. Monroe Ave

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

Sincerely,

Alex Sammet (Jun 3, 2025 12:23 CDT)

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

TJF:MRS
cc: davepettit@joplinschools.org

Engineering Dept. Approval: Jose Arellano

System Planning Approval: Phil Cellitti
Phil Cellitti (Jun 3, 2025 14:13 CDT)

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that _____, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* _____

Located at: _____

For the following purpose: _____

For Utility Use:

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

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

     _____

     _____

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

     _____

     _____

     _____

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

[signature] — Authorized Representative

5/30/25 — Date

Stormwater Utility — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: JOPLIN SCHOOLS
Phone: 417-625-5300
Email: dswepettit@joplinschools.org

Be it known that Joplin Schools, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* W. 1st St. between S. McKinley Ave and S. Monroe

Located at: W. 1st St. between S. McKinley Ave and S. Monroe

For the following purpose: For Parent Drop off Location

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   X Yes (proceed to #2) ☐ No (form complete)
2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   X will waive objections subject to the following conditions (describe below, or on separate sheet.)
   X Retain utility easement and protect facilities
   ☐ Relocate facilities
   ☐ Other: no construction on Easement. Allow 24 hour access to and maintain water line.

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

Authorized Representative — 6-21-2025 Date

Missouri American Water
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that Joplin Schools, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* _____

Located at: 12 1st St. Between S. McKinley Ave and S. Monroe

For the following purpose: _____

For Utility Use:

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

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

   ☒ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   - ☒ Retain utility easement and protect facilities
   - ☐ Relocate facilities
   - ☐ Other: No permant structures within ten(10) feet of any of Liberty's facilities. All current rights will be retained.

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

[signature] — Authorized Representative

7/25/2025 — Date

Liberty Utilities — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that Joplin Schools, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* _____

Located at: W. 1st St. between S. McKinley Ave and S. Monroe

For the following purpose: _____

For Utility Use:

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

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

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

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

Keri Bledsoe
Authorized Representative

7-24-25
Date

Sparklight
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that Joplin Schools, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Vacation of 1st street between S. McKinley and S. Monroe for parent drop off location

Located at: Street between S. McKinley and S. Monroe

For the following purpose: for parent drop off location

For Utility Use:

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

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

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

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

_____ 06/03/2025

Authorized Representative — Date

Spire

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that _____, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* _____

Located at: _____

For the following purpose: _____

For Utility Use:

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

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

   _____

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

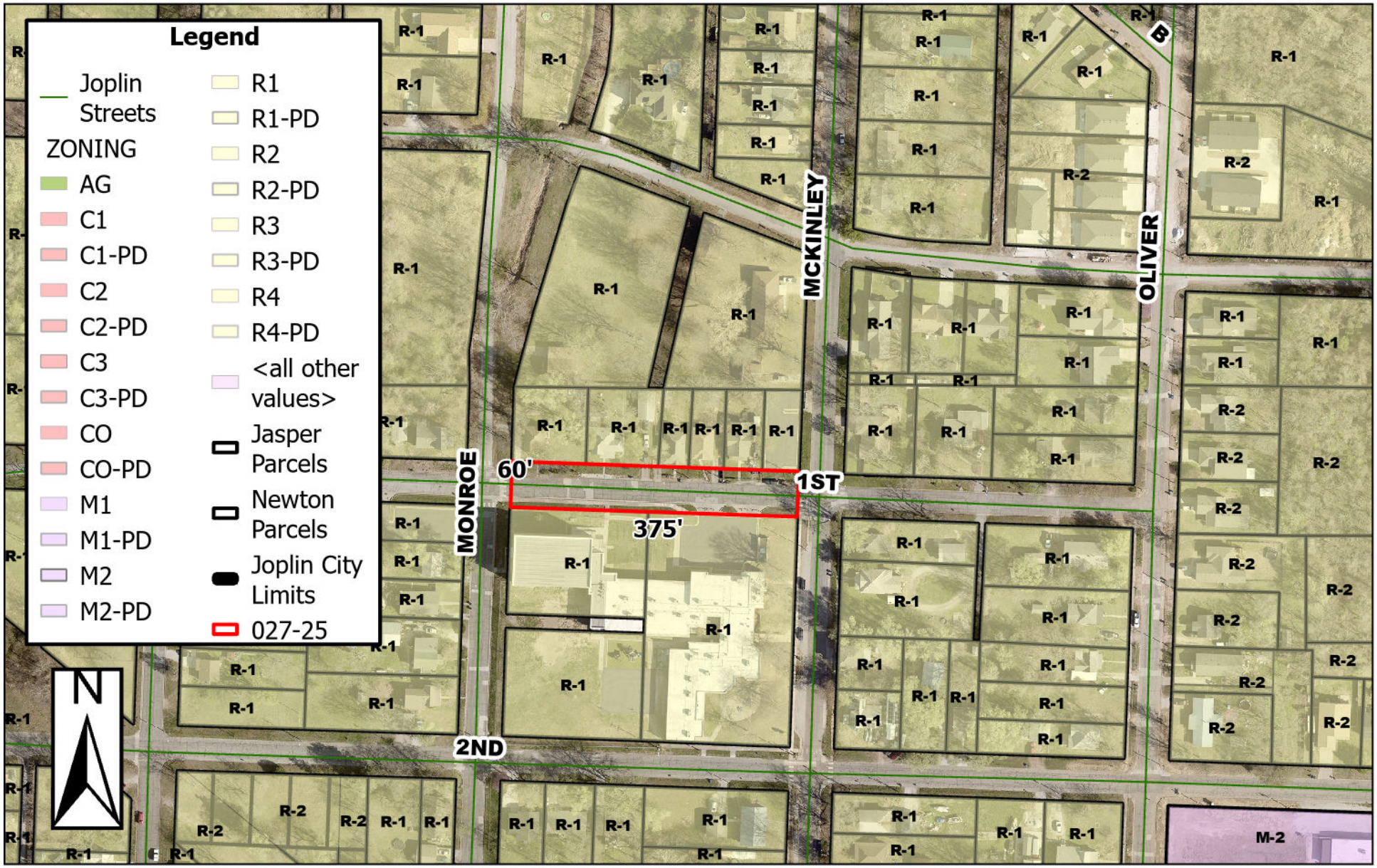
Please return this form within **21 days** to the applicant listed above.

JOHN CRUZ
Authorized Representative

6/24/25
Date

Sanitary Sewer
Name of Utility

Case 027-25: Street Vacation



130 S McKinley Ave – Street Vacation – A request to vacate 1st Street from Monroe Ave to McKinley Ave – Joplin Schools

0 62.5 125 250 375 500 Feet

P & Z Case 027-25
Joplin Schools
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-282 ORDINANCE NO.

AN ORDINANCE providing to vacate 1st Street from Monroe Ave to McKinley Ave, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of part of a street at property described as 1st Street from Monroe Ave to McKinley Ave, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

A PORTION OF 1ST STREET TO BE VACATED THAT PORTION OF 1ST STREET BOUNDED ON THE EAST BY SOUTH MCKINLEY AVENUE; BOUNDED ON THE WEST BY SOUTH MONROE STREET; BOUNDED ON THE SOUTH BY LOTS 8 THROUGH 11 OF FARRARS ADDITION AND LOT 18 OF FOURTH STREET ADDITION; BOUNDED ON THE NORTH BY LOTS 32 AND 17 OF FOURTH STREET ADDITION; ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. CONTAINING 0.44 ACRES (19,000 SQUARE FEET) MORE OR LESS.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____day of_____, 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:
2025-280 – Voluntary Annexation

MEETING DATE:
October 6, 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 028-25: The Southeast corner of the intersection at W Adobe Ln and Country Club Dr – Voluntary Annexation - A request to voluntarily annex property into the City of Joplin – RBC Holdings

BACKGROUND:

This property lies at the intersection of Country Club and Adobe Ln. The owner is wishing to develop this into a multi-family project for apartment buildings.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Stephenson thanked the Commission for their service. They are trying to annex 3.8 acres of land, along with a multi-family project. They come in as R-1 and have to rezone. There will be 6 16-plex structures, two-story. It will be connected to Country Club Rd and to the development to the South with access to 32nd Street. The new drive on Country Club will be about 1200 feet north of 32nd Street and about 4000 feet south of 20th St. Both streets have had improvements to handle the traffic. All public works, fire, building and zoning codes will be followed if annexed. Mr. Stephenson stated that his client could develop the property outside of the City with more relaxed codes in Jasper County. They spent time talking to the neighbors and are also planning to add screening and landscaping that is not required to keep the neighbors happy. The City Council action plans for the 26 fiscal year action item number 1 is to promote annexation and economic growth. Tax documents from the development to the south show that the property paid 25,000 dollars to Joplin schools. The vacant land paid 140. Annexation would have a positive economic

and housing impact. Ms. Harrington asked if the apartments would be low-income. Mr. Benson stated they would be market rate. Dr. Roseberg requested that the scope of this case discussion be limited to the annexation discussion.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-280
Planning & Zoning Commission recommends approving Case 028-25 (7 in Favor, 0 Opposed, 0 Absent)

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

Z&P Meeting: September 8, 2025
City Council Meeting: October 6, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 028-25 A request to voluntarily annex property into the City of Joplin

LOCATION The Southeast corner of the intersection at W Adobe Ln and Country Club Dr

APPLICANT RBC Holdings

EXISTING CONDITIONS

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

DISCUSSION

This property lies at the intersection of Country Club and Adobe Ln. The owner is wishing to develop this into a multi-family project for apartment buildings.

Staff recommends approval of Case 028-25.

ENCLOSURES

- Map of area to be annexed
- Application

CASE 028-25: VOLLUNTARY ANNEXATION

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

Wayne Stephenson, GB Engineering, 302 S Sergeant. Mr. Stephenson asked Mr. Bellairs if the next case was also associated with this tract, one for the annexation and one for the rezoning.

Mr. Bellairs stated that this is correct, that the cases will be treated separately as the annexation has to take place before the rezoning.

Mr. Stephenson thanked the Commission for their service. They are trying to annex 3.8 acres of land, along with a multi-family project. They come in as R-1 and have to rezone. There will be 6 16-plex structures, two-story. It will be connected to Country Club Rd and to the development to the South with access to 32nd Street. The new drive on Country Club will be about 1200 feet north of 32nd Street and about 4000 feet south of 20th St. Both streets have had improvements to handle the traffic. All public works, fire, building and zoning codes will be followed if annexed. Mr. Stephenson stated that his client could develop the property outside of the City with more relaxed codes in Jasper County. They spent time talking to the neighbors and are also planning to add screening and landscaping that is not required to keep the neighbors happy. The City Council action plans for the 26 fiscal year action item number 1 is to promote annexation and economic growth. Tax documents from the development to the south show that the property paid 25,000 dollars to Joplin schools. The vacant land paid 140. Annexation would have a positive economic and housing impact.

Ms. Phillips asked if that was an old strip pit, natural pond, or detention pond.

Mr. Stephenson said it is natural.

Mr. Rick Benson, the owner, stated that it is actually man made.

Mr. Stephenson said they are incorporating walking parks and dog trails into the site. He stated that they plan on incorporating stormwater into the site.

Mr. Bellairs stated that they will be presenting preliminary plans for the design which will include the stormwater plan, but that this may not be the final plan as stormwater detention will need to be within the boundaries of the annexed property. Mr. Bellairs stated that the site plan will include property that is not being annexed, but that will fluctuate from the final plan.

Ms. Harrington asked about the price point on the apartments.

Mr. Stephenson said these will be one and two bedrooms.

Mrs. Harrington asked if this is low-income?

Rick Benson, property owner, PO box 2283 stated these are market rate and are not subsidized, for working class people.

Dr. Rosenberg asked that this case be tailored to the annexation discussion, not rezoning.

Ms. Phillips thanked Mr. Benson for annexing prior to building.

Mr. Kimble asked if anyone would like to speak in favor or opposition.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 02 8-25. THIS MOTION WAS SECONDED BY MR SPRUCE. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

TO WHOM IT MAY CONCERN:

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

SW Corner of West Addue Lane
& S. County Club Drive

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 12 day of Aug 20 25 before me appeared
Richard Benson
, to me known to be the president
of VBC enterprises limited Inc
, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its _____ of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

Notary Public Nanthini K. Yeary

My commission expires: October 16th, 2027

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

Voluntary

Annexation Application

Corporation

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

Office Use Only

Case No.: 028-25
Filing Fee: $0.00
Received: 8/1/25
Proj. No.: 0.25-48

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

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

Email: rick@rickbensonconstruction.com

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

Email: rick@rickbensonconstruction.com

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

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

Present Use of Property: Vacant land

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

Number of presently occupied or occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: 6

Apartment complex units: 96

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

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

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

Business #1

Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

Business #2

Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

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

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

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

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

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

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

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

Business #1:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

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

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

Does the business sell retail items? ____ Yes ____ No

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

Does the business sell liquor? ____ Yes ____ No

Business #2:

Business Name: ____

Business Mailing Address: ____

Name of Owner or Manager: ____

Business Contact Phone Number: ____

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

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

Does the business sell retail items? ____ Yes ____ No

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

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

Business #3:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____ Yes _____ No

Business #4:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____ Yes _____ No

/MENTS

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

If Yes, how many

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

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

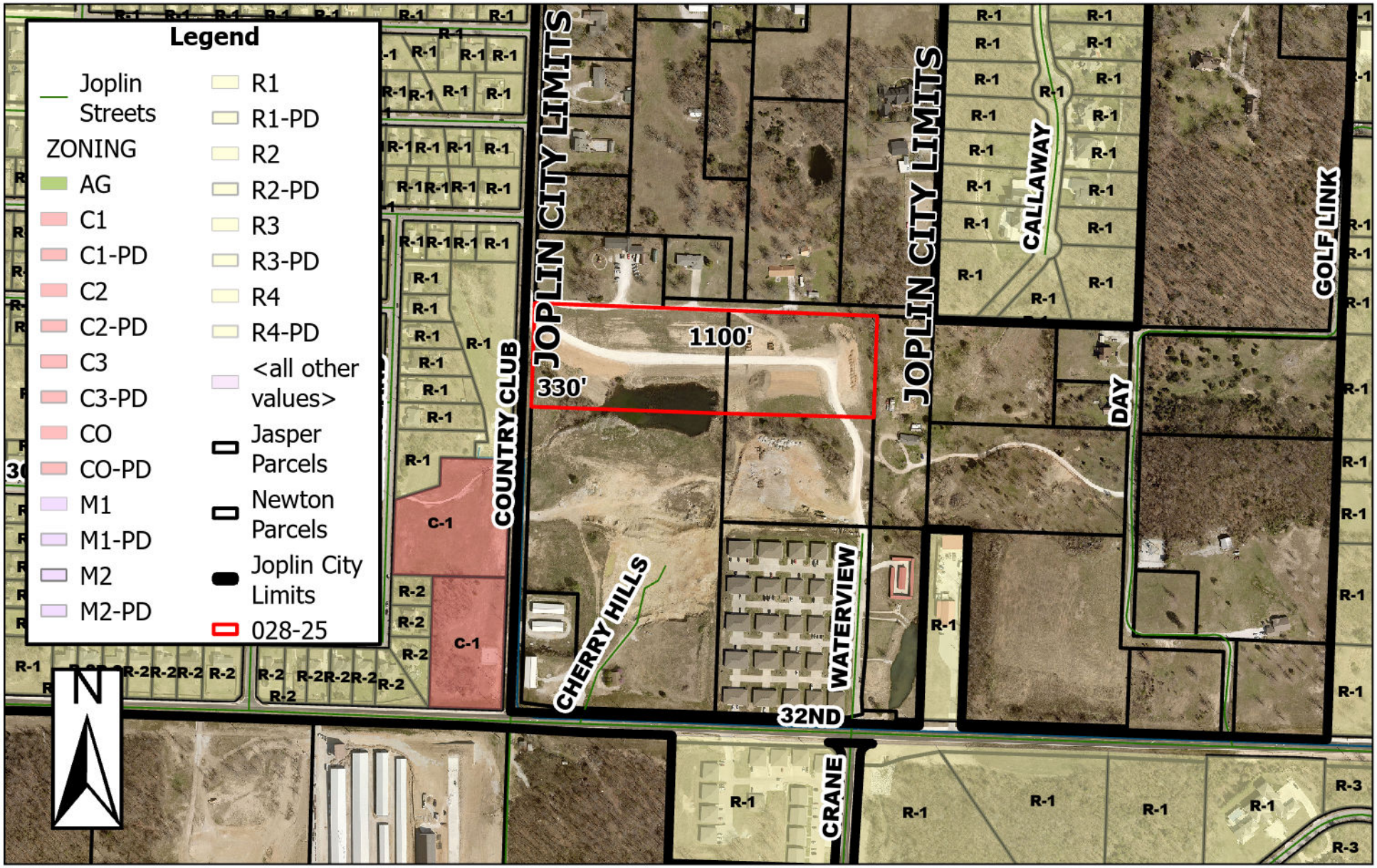
If Yes, how many

Single-family house(s)	_____	Amount
Duplex(s)	_____	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	6	Amount
Apartment Complex(s)	_____	Amount

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

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

Case 028-25: Voluntary Annexation



The Southeast corner of the intersection at W Adobe Ln and Country Club Dr (Approximately 1,200 feet north of 32nd Street) – Voluntary Annexation – A request to voluntarily annex property into the corporate limits of the City of Joplin – RBC Holdings

0 155 310 620 930 1,240 Feet

P & Z Case 028-25
RBC Holdings
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-280 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as the Southeast corner of the intersection at W Adobe Ln and Country Club Dr (Approximately 1,200 feet north of 32nd Street), Jasper County, Missouri.

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

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

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

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

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

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

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

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE S87°57'40"E A DISTANCE OF 653.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°57'40"E A DISTANCE OF 482.65 FEET; THENCE S02°02'15"W A DISTANCE OF 330.00 FEET; THENCE N88°02'18"W A DISTANCE OF 482.89 FEET; THENCE N02°03'29"E A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. ALL THAT PART

OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), THENCE S87°57'40"E A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTRY CLUB ROAD SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING S87°57'40"E A DISTANCE OF 628.65 FEET; THENCE S02°03'29"W A DISTANCE OF 330.00 FEET; THENCE N87°57'40"W A DISTANCE OF 628.15 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE N01°58'20"E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4.8 ACRES MORE OR LESS.

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:
2025-281 – Rezoning

MEETING DATE:
October 6, 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 029-25: The Southeast corner of the intersection at W Adobe Ln and Country Club Dr – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Multi-Family Residential) for the construction of apartments – RBC Holdings

BACKGROUND:

The owner of the property is seeking to annex this site into the City limits and rezone to construct apartments.
The developer scheduled a meeting to discuss the project with the residents on 6/12/25. The comments that were heard were concerns regarding screening and the apartment tenants trespassing. The developer stated that they could look into installing a fence to alleviate these concerns. There were also some comments about stormwater run-off, which the civil engineer is working on addressing for the project. Stormwater infrastructure will be required to meet the City of Joplin standards.
There was a follow-up meeting on 7/2/25 with one of the residents that could not attend the original meeting. The same concerns were expressed by this resident as the ones heard at the June meeting.
Sanitary sewer will also be extended as part of this project, benefiting surrounding property owners by reducing the costs to connect to public sewer by the developer's extension of the main. There was a typo in the staff report which stated City utilities were in place.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Stephenson said he will defer to the previous case minutes for testimony. Mr. Stephenson presented the site plan concept and explained the access points. Mr. Bellairs stated that the plan is a concept and that the stormwater detention basin will likely move. Mr. Stephenson explained that the stormwater detention is required to be within the part of the property that is within City limits.

PUBLIC COMMENT;

The residents to the North and East of the property protested because of stormwater concerns, and losing the natural view that is there now. Mr. Bellairs explained that the property owners to the north are at a higher elevation, and that the water runs south onto the subject property. The county does not have stormwater development requirements for added impervious areas. Mr. Stephenson and Mr. Bellairs explained how the City's stormwater regulations require the developer to account for run-off. Dr. Rosenberg asked if the protest petitions were located in the County. Mr. Bellairs stated they were. Dr. Rosenberg asked if they did not impact the vote. Mr. Bellairs stated that the state statute still accounts for them towards the protest percentage, and that the county properties still count. Mr. Teeter explained that they are located to the East of the site and are within City limits. Mr. Bellairs added that the screening being proposed is not a requirement adjacent to county properties, but that the developer is proposing to add trees and fencing to provide screening for adjacent property owners in the county.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-281
Planning & Zoning Commission recommends approving Case 029-25 (7 in Favor, 0 Opposed, 0 Absent)

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

Z&P Meeting: September 8, 2025
City Council Meeting: October 6, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 029-25 A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Multi-Family Residential) for the construction of apartments.

LOCATION The SE corner of the intersection at W Adobe Ln and Country Club Dr

APPLICANT RBC Holdings

EXISTING CONDITIONS

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

SITE CONTEXT

	North	East	South	West
Existing Zoning	County	County	R-1	County
Land Use	Single-family homes	Single-family home	Apartments	Single-family homes

FUTURE LAND USE

The property is unidentified on the future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Country Club Rd	Local	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

The property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The North and South sides of 32nd St from S Country Club to Crane Dr includes apartments/multi-family development. The requested land use is consistent with the surrounding pattern of development.

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

The property's existing conditions, such as the pond and its size/orientation would make it exceedingly difficult to develop as a single family neighborhood, while staying compliant with the City's subdivision codes. However, single-family would also be a compatible use at this location. Still, Multi-family residential is the highest and best compatible use for the subject property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The requested zoning district will not negatively impact surrounding properties. Currently, all of the single-family homes that are adjacent to this site are located in the County, with no zoning or use restrictions. The subject property is also currently located within the County, which means that there are very few regulations on what can or cannot be done. Even though this is being upzoned, it still puts protections in place for the surrounding property owners, through site development standards such as buffering and stormwater management. The annexation and rezoning will most likely benefit the surrounding property owners.

DISCUSSION

The owner of the property is seeking to annex this site into the City limits and rezone to construct apartments.

The developer scheduled a meeting to discuss the project with the residents on 6/12/25. The comments that were heard were concerns regarding screening and the apartment tenants trespassing. The developer stated that they could look into installing a fence to alleviate these

concerns. There were also some comments about stormwater run-off, which the civil engineer is working on addressing for the project. Stormwater infrastructure will be required to meet the City of Joplin standards.

There was a follow-up meeting on 7/2/25 with one of the residents that could not attend the original meeting. The same concerns were expressed by this resident as the ones heard at the June meeting.

Staff recommends approval of Case 029-25.

ENCLOSURES

- Map of property
- Application

CASE 029-25: REZONING

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

Wayne Stephenson, GB Engineering, 302 S Sergeant. Mr. Stephenson stated he will defer to the previous case minutes for this case. Mr. Stephenson presented the site plan concept. They will provide fire protection and stormwater facilities. Mr. Stephenson explained the road connection and access points.

Mr. Bellairs stated that Mr. Stephenson had mentioned screening along the northern property, Mr. Bellairs stated that if he was correct, that was determined to be added after the site plan was created, so that revision is not reflected in the site plan presented.

Mr. Stephenson confirmed this.

Ms. Phillips mentioned that one of the protest petitions mentioned “blocking the view.” “We do not with the natural landscape to be out of our view for our house. - 4093 W Adobe.” She does not know which one that house is.

Mr. Bellairs stated that the property owners that protested were north of the site, the three owners along the north boundary.

Ms. Klue-Michael asked if there was a road separating these homes from the site.

Mr. Bellairs stated that there is a privately owned and privately maintained road separating the sites.

Dr. Rosenberg stated that the main entrance is from Country Club Rd. But there is a service road to the East heading South. He asked if this is an existing road or proposed.

Mr. Stephenson stated that this is an existing gravel service road that will be paved and improved.

Dr. Rosenberg asked if there will be two points of egress.

Mr. Stephenson stated that Fire code requires them to, yes.

Dr. Rosenberg asked Mr. Stephenson if they own all of that land.

Mr. Stephenson said his client does, yes.

Ms. Phillips asked if that detention pond is staying.

Mr. Stephenson said yes.

Ms. Phillips asked if the City will take over Adobe.

Mr. Bellairs stated that Adobe will not be annexed with this case, and that it remains in the County and private.

Ms. Phillips stated it kind of looks like it is.

Mr. Bellairs stated that these parcel lines are not accurate.

Dr. Rosenberg asked if Adobe was in the City.

Mr. Bellairs stated they were not.

Dr. Rosenberg asked if the people protesting were in the City.

Mr. Bellairs stated that they are not within City Limits.

Dr. Rosenberg asked if they are within 185 feet.

Mr. Bellairs stated that they were.

Dr. Rosenberg asked if they do not count towards the protest.

Mr. Bellairs stated that state statute requires notices be sent to all owners within 185 feet, whether in the City Limits or not. They still count towards the protest percentage. Mr. Bellairs added that screening is not required adjacent to properties outside of City Limits, so that is something that the developer is doing on their own.

Ms. Klue-Michael asked about the 60 foot setback in Section 2 of the Zoning Code text amendment and if that would apply here.

Mr. Bellairs stated that that refers to Out-Buildings on single-family residential properties, but that will not be applicable here.

Mr. Kimble asked if anyone would like to speak in favor or opposition.

Michael Teeter, 2802 Calloway Ridge, spoke in opposition. Mr. Teeter stated that they are in City Limits to the East and NE. They stated they bought property thinking it would be single-family residential and are worried about water run off and traffic.

Liz Macy, 4093 W Adobe, spoke in opposition. One of the protest petitions was there. The view of their front yard will go away. The fence would be nice, but their view will be gone. They are worried about water run-off. They are worried about a dip on their gravel road and that water runs down to the land they want to build on. She foresees water running down to the first apartment they want to build.

Mr. Kimble asked Mr. Bellairs to address water run-off.

Mr. Bellairs stated that any development in the city the developer is required to address storm water run-off in some form or another. Due to the size, the developer will be required to install a detention pond. Any development out in the county is not required to address stormwater, so run-off could be worse if they develop in the county. Mr. Bellairs stated he does not have the contours up but that the subject property is at a lower elevation than the properties to the north so the water will run south.

Mr. Stephenson confirmed this. They will have EPA water quality and detention requirements.

Mr. Kimble asked if this is built and next year there is run-off or erosion problems on Adobe, what are the next steps for the property owners.

Mr. Bellairs stated that would have to be discussed with public works and the stormwater engineer. But as part of the permit review, they would look at the detention area provided and ensure that it would capture the run-off based on the square footage of impervious area added.

Mr. Teeter stated that the pond will be in the county not the city. And that right now some of that water runs east to his property.

Mr. Kimble asked if the detention pond is in or outside city limits.

Mr. Stephenson said this is not a final design. The detention will be within city limits, which gives the City some authority as well.

Mr. Teeter stated that they voted to annex, but the proposed pond was not included with that.

Mr. Kimble stated that Mr. Stephens just stated that this will probably move. This is just a general layout. Mr. Kimble asked Mr. Benson to step forward.

Mr. Benson stated that the City requires the detention pond be in City Limits. The existing pond is fed from the Cedar Ridge subdivision. The additional run-off that will be created will be for whatever they generate with this development. There will be a minimal impact on additional water and it will all be within the City. Mr. Benson says he owns the “L” shape.

Ms. Phillips asked if the units on 32nd Street will be annexed.

Mr. Benson states it already is. These were constructed with an out of town sewer agreements.

Mr. Bellairs asked if Mr. Benson was referring to the Waterview apartments. He stated that he is not sure those are incorporated.

Mr. Benson stated that he thinks that there was a clerical error and the map may be wrong.

Dr. Rosenberg asked if “Cherry Hills” on the map is in the City.

Mr. Bellairs stated that this is not in the City.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 02 9-25. THIS MOTION WAS SECONDED BY MR SPRUCE. 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.: 029-25
Filing Fee: $600.00
Received: 8/1/25
Date Advertised:
Proj. No.: 25-049
Public Hearing Date: 9/8/25

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

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

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

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

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

Present Use of Property: Vacant Land

Proposed Use of Property: R3-Multi-family Apartmet

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

Surrounding Land Use and Zoning:

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

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

Relationship to Existing Zoning Pattern:

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

If yes, explain: The land is in the County and does not have any zoning.

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

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: S. Country Club Drive (to the West)

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

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 60'

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

Signature: _____ **Date:** 8-1-25

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

See attached legal descriptions.

Reasoning Statement for Rezone:

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

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

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

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

CONCEPT LAYOUT
for
WATERVIEW NORTH APARTMENTS

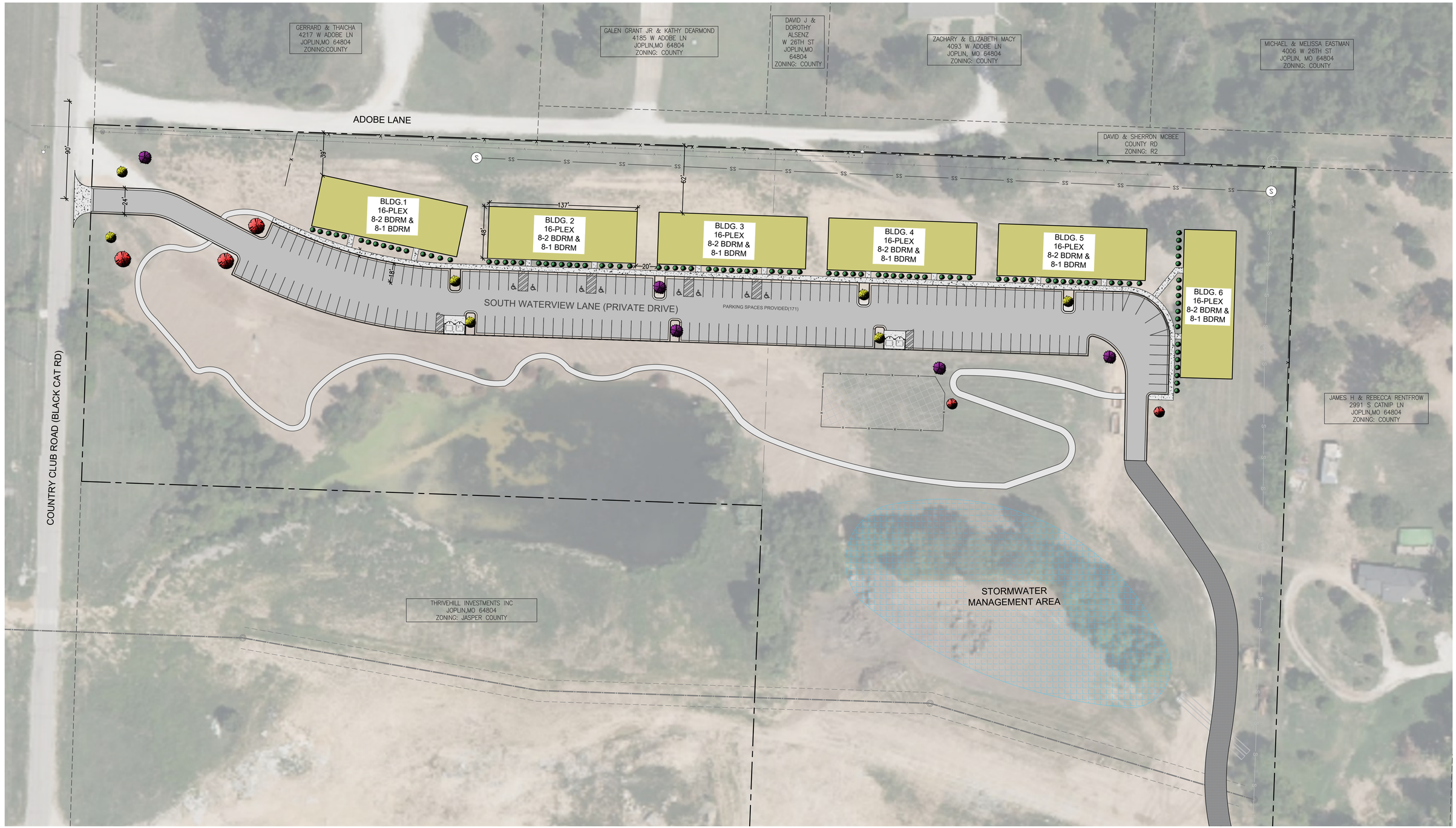
GRAPHIC SCALE
SCALE: 1" =100'



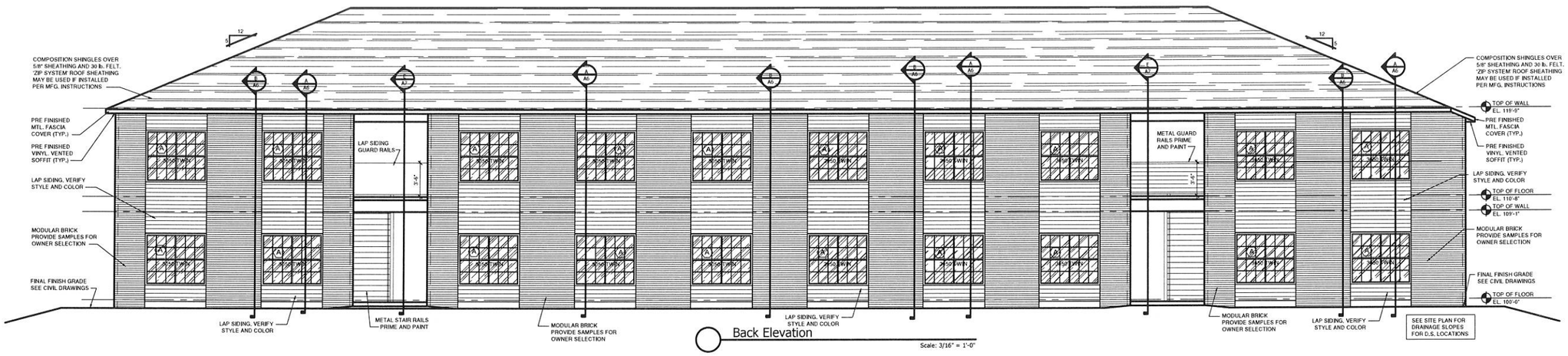
EXHIBIT

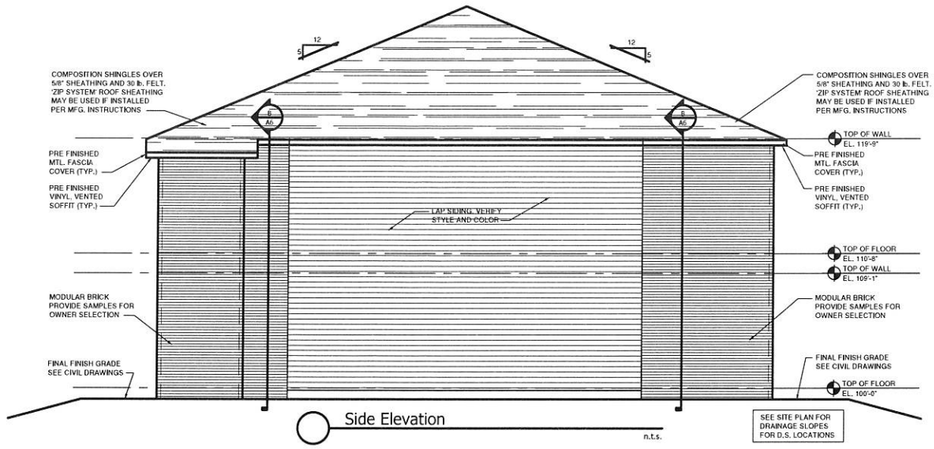
CONCEPTUAL LAYOUT
for
WATERVIEW NORTH APARTMENTS

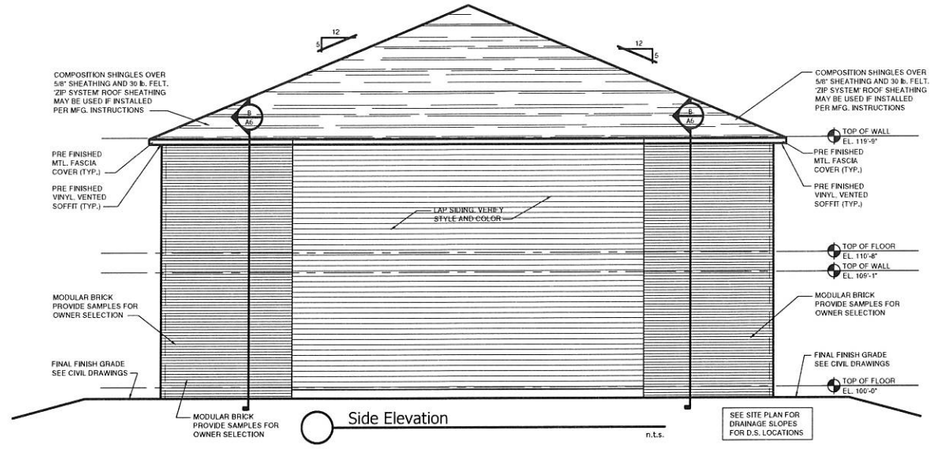
GRAPHIC SCALE
SCALE: 1" =40'

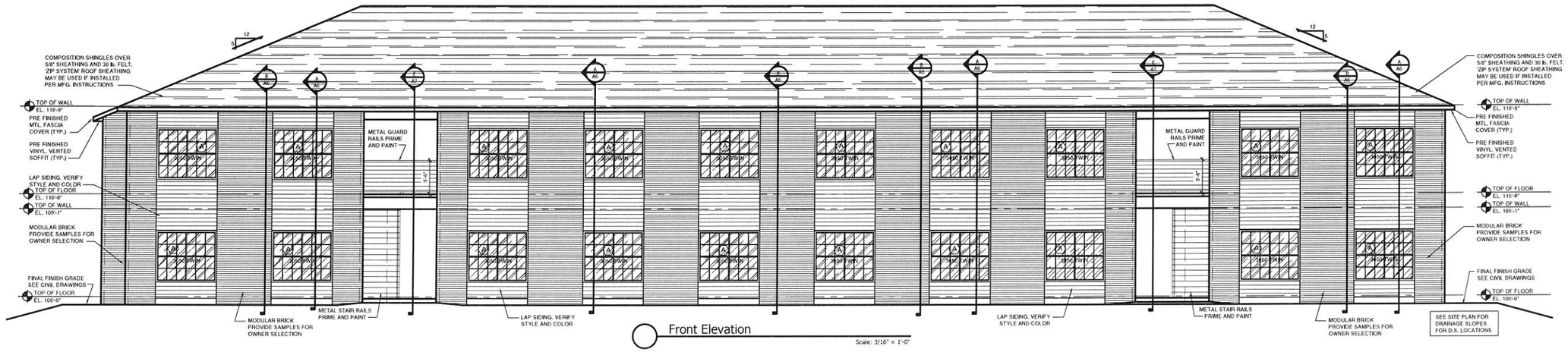


EXHIBIT









REVISED
December 11, 2020
March 30, 2021

TEAM 6 ARCHITECTURE L.L.C.
5526 West 32nd Street
Joplin, Missouri 64804
p. 417.622.4837 f. 417.622.4823
architecture@team6.us

T6A

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ARCHITECT
STATE OF MISSOURI

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Missouri
Certificate of Authority
A-2011029661

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A New Project for
RBC Enterprises Limited, Inc
Wildwood Ranch Joplin, MO
417.206.4100

DRAWN BY
CHECKED BY
DATE
March 2020
SCALE
As Indicated
JOB NUMBER
1924
Elevations

A5

PROTEST RESULTS	
Council Bill No.	3/25/2001
Request:	Rezoning from R-1 to R-3
Address:	SE Corner of W Adobe Ln and S Country Club Dr
Agent / Owner:	Rick Benson/RBC Holdings
Protest Occurrence:	14.5530%

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 2767 S. Country Club Dr. _____ Joplin, Missouri, and do hereby protest Case Number 029-25. We provide the following additional comments: I want to protest the rezoning of the property located at the Southeast corner of the intersection at W. Adobe Ln. & Country Club Dr. from single family to multi-family. I feel that putting apartments there will decrease my property value, invade my privacy, create noise & traffic on Country Club Dr. which is only a 2 lane road and already has too much traffic.

Name: Dorothy Alsenz Name: _____

Sign: Dorothy Alsenz Sign: _____

Address: 2767 S. Country Club Dr. Joplin, MO 64804

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

On this 4 Day of September 2025, before me personally appeared Dorthy Alsenz

_____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in Joplin, MO, the day and year first above written.

Zoie Hamilton

Notary Public

My Commission expires 9-23-28.

ZOIE HAMILTON
Comm. Exp. 9/23/2028
NOTARY PUBLIC NOTARY SEAL #24369859
Jasper County
STATE OF MISSOURI

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 4093 West Adobe Lane Joplin, Missouri, and do hereby protest Case Number 029-25. We provide the following additional comments: We do not wish for the natural landscape to be out of our view from our house. We wish to keep our privacy down our lane. The risk of water drainage down from Adobe to the land owned by Rick Benson is great. Water erosion has already happened. We also do not wish for our property value to go down.

Name: Elizabeth Ann Macy Name: _____

Sign: Elizabeth A. Macy Sign: _____

Address: 4093 West Adobe Lane

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

On this 4th Day of September 2025, before me personally appeared Elizabeth Ann Macy to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in Joplin, Missouri, the day and year first above written.

Araceli Budd

Araceli Budd

Notary Public

ARACELI BUDD
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: December 15, 2028
Commission #: 24442288

My Commission expires 12/15/2028.

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 4185 W. Adobe Ln _____ Joplin, Missouri, and do hereby protest Case Number 29-25. We provide the following additional comments: I feel the re-zoning and building of Apartments (multi family) would cause property devaluation, its located at the SW corner of intersection at W. Adobe Ln it would cause too much street traffic, noise, possible threat to my safety and definite disruption of my peace and quiet

Name: Kathy DeArmond Name: _____

Sign: Kathy DeArmond Sign: _____

Address: 4185 W Adobe LN. Joplin, MO

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

On this 4 Day of September 20 25, before me personally appeared _____
Kathy Sue Dearmond
_____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in Joplin, MO, the day and year first above written.

Zoie Hamilton

Notary Public

My Commission expires 9-23-28.

ZOIE HAMILTON
Comm. Exp. 9/23/2028
NOTARY PUBLIC NOTARY SEAL #24369859
Jasper County
STATE OF MISSOURI

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 4185 W. Adobe Lane Joplin, Missouri, and do hereby protest Case Number 029-25. We provide the following additional comments: I Protest the Rezoning C-6 into the City and the building of multi family dwelling located at the SW Corner of intersection of Adobe Ln I feel this would decrease my property value. Cause safety and traffic concerns. Destroy wild life habitat. And disturb my right to peace and quiet in my own home.

Name: Galen Grant Name: _____

Sign: Galen Grant Sign: _____

Address: 4185 w. Adobe lane

STATE OF _____)
) ss.
COUNTY OF _____)

On this 11 Day of September 2025, before me personally appeared Galen Grant to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in 602 S. main St, Joplin, MO 64801, the day and year first above written.

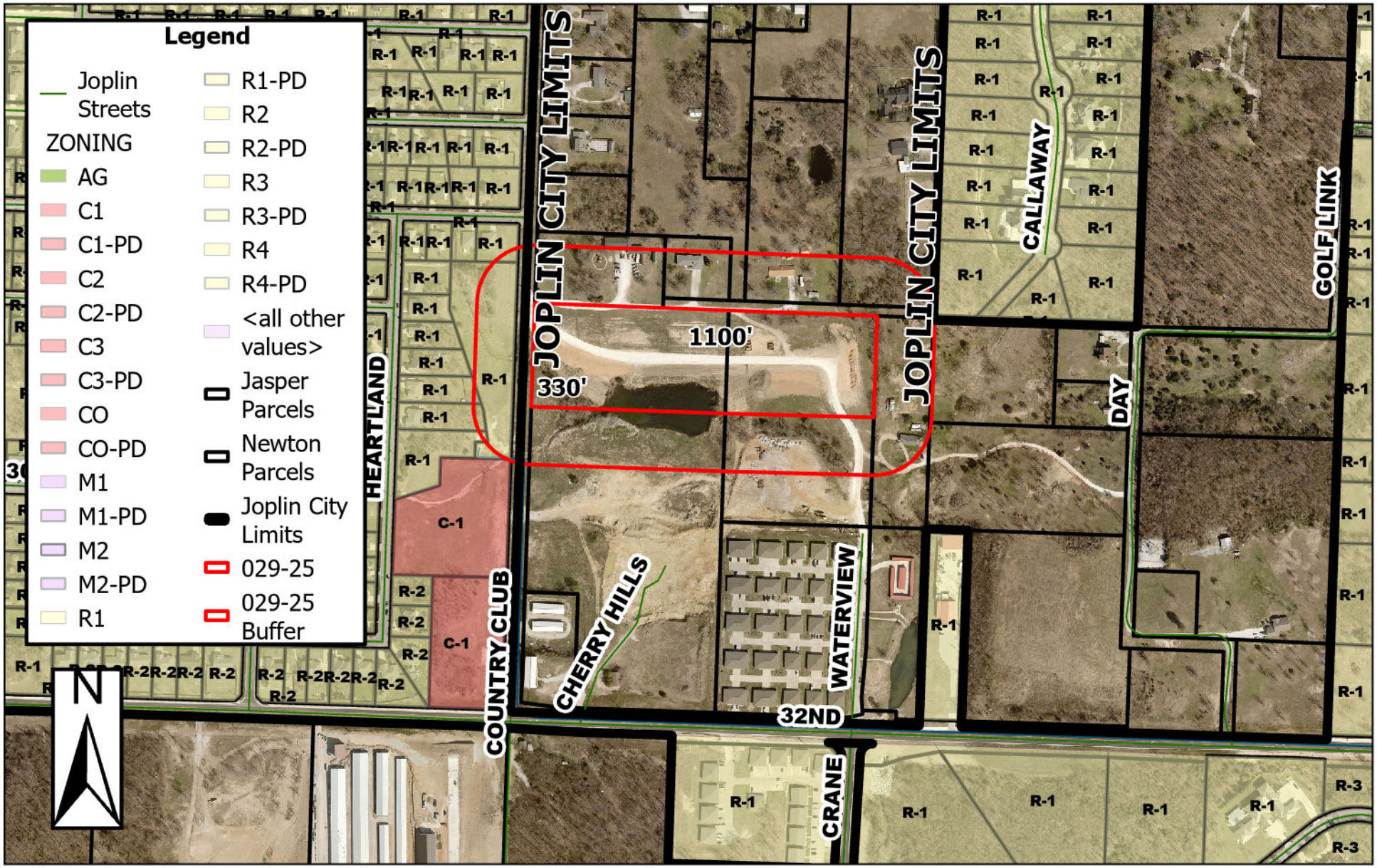
Michael Chase

Notary Public

My Commission expires _____.

MICHAEL A CHASE
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jasper County
My Commission Expires: 9/25/2028
ID. #24260375

Case 029-25: Rezoning



The Southeast corner of the intersection at W Adobe Ln and Country Club Dr (Approximately 1,200 feet north of 32nd Street) – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-3 (Multi-Family Residential) for the construction of apartments – RBC Holdings

0 155 310 620 930 1,240 Feet

P & Z Case 029-25
RBC Holdings
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-281 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-3 (Apartment House) property as described below and generally known as the Southeast corner of the intersection at W Adobe Ln and Country Club Dr, 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 R-1 (Single-Family Residential) the following described property and including in District R-3 (Apartment House).

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4); THENCE S87°57'40"E A DISTANCE OF 653.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S87°57'40"E A DISTANCE OF 482.65 FEET; THENCE S02°02'15"W A DISTANCE OF 330.00 FEET; THENCE N88°02'18"W A DISTANCE OF 482.89 FEET; THENCE N02°03'29"E A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 27, RANGE 33, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4), THENCE S87°57'40"E A DISTANCE OF 25.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF COUNTRY CLUB ROAD SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING S87°57'40"E A DISTANCE OF 628.65 FEET; THENCE S02°03'29"W A DISTANCE OF 330.00 FEET; THENCE N87°57'40"W A DISTANCE OF 628.15 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE N01°58'20"E ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING. CONTAINING 4.8 ACRES MORE OR LESS.

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:
2025-279 – Text Amendment

MEETING DATE:
October 6, 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 030-25: Text Amendment - A request to review amendments to Appendix 29-A of the Joplin Municipal Code, Joplin Development Code – City of Joplin

BACKGROUND:

The City of Joplin adopted a new development and zoning code in July of 2022. Following three years of implementation and application of this new code, staff is proposing amendments to add items that were not carried over from the prior zoning code, adopt revised policies to create better solutions for development regulations that present problems in practice and enforcement, and clarify ambiguities.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Bellairs presented the proposed changes listed in the staff report and the ordinance. Mr. Bellairs stated that this will be brought before City Council in October for a public hearing and a work session, and that it will come back to the Commission in October. Ms. Harrington asked how long staff has been working on this. Mr. Bellairs stated that this has been working on this since he started in 2022. Mr. Bolander stated that this was an entirely new code and that they knew there would be some issues once we started implementing it. He stated that he was sure that we will run into something else as well.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends a continuance for Council Bill 2025-279
Planning & Zoning Commission recommends tabling Case 030-25 (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
Development Code Amendment

CASE 030-25 Text Amendment

CONTEXT:

The City of Joplin adopted a new development and zoning code in July of 2022. Following three years of implementation and application of this new code, staff is proposing amendments to add items that were not carried over from the prior zoning code, adopt revised policies to create better solutions for development regulations that present problems in practice and enforcement, and clarify ambiguities.

DISCUSSION:

Section 2: Allowing large outbuildings to be placed in front of the primary dwelling was included in the 2004 zoning code but was not adopted with the 2022 Development Code. This exception will allow large, isolated properties (lots over 40,000 square feet) to have some flexibility in the placement of the building. Typically, accessory buildings are not supposed to sit in front of the home. This change is intended for properties where the aesthetic will be minimal, as neighborhoods of this size would be vastly low density. This change will also require the structures to be placed at least 60 feet from the property line, which severely limits any visibility from the right-of-way.

Section 3: This is also corrective language that should have been included from the 2004 zoning code, Procedures Manual. The rule to mail letters to properties within 185 feet is a state requirement for rezoning and special use permit cases. The state does not require cities mail letters for vacations, so the blanket "letters to property owners to properties within 185 feet" is misleading. The City has created the practice of mailing property owners who utilize the right-of-way with the adoption of the 2004 Zoning Code. The current code fails to differentiate based on the type of case. This section also corrects a typo in the table name.

Section 4: Encroachment agreements require public hearings; however, they were not included as a type of case or on the fee schedule. This revises this table to include encroachment agreements as a type of public hearing. This section also corrects a typo in the table name.

Section 5. This section removes the fee amounts from the zoning code, as they are currently inaccurate. It adds reference to the ordinance for the most up to date fee schedule. Fee changes are made more frequently than the zoning code is updated, and this is the most reliable source for this information.

Section 6. In order to protect the historic value of properties within the City of Joplin, removing rezoning fees is a way to ensure that applicants are not deterred from applying for the Historic Preservation overlay.

Section 7. Our current code establishes a design emphasis on shared lane markings when creating bike lanes. The change references NACTO's guidelines which requires protected bike lanes, which are either elevated or provide a barrier between vehicles and bicycles, to create safer road conditions.

Section 8. Major utilities should be eligible for special use permit in all districts, as depending on the need for services, they may not be able to provide services for all areas, such as residential, if they are solely located in industrial districts. Currently they are only permitted in Industrial Districts. In the previous code, they were permitted via special use permit in all zoning districts. Currently, we have substations located in residentially zoned districts.

Section 9. The City adopted medical marijuana provisions and amended the zoning district table in 2019. Since then, the state has adopted recreational use. This update permits the same uses we permitted in the same districts, while removing the "medicinal" language. Article 9 is adopted in Section 34 to define these uses. This does not nullify the medicinal marijuana ordinance, Ordinance No. 2019-079, rather, it adds recreational uses to the zoning code.

Section 10. Permits Cultivation Facilities in the AG District.

Section 11. Permits Dispensaries and Testing Facilities in the C-2 and C-3 Districts.

Section 12. Permits Cultivation and Infused Product Manufacturing in the M-2 District.

Section 13. Permits Apartments in C-3 by right, rather than by special use. This will support integrated mixed-use development areas in large commercial developments, such as Prospect Village.

Section 14. The definition of Outdoor Sales, Large, currently includes motor vehicle sales. This use is not permitted in C-3 by right, under the current zoning table. However, almost all of the existing car lots in Joplin are located within a C-3 district and are legally non-conforming. The City adopted a form-based code under these provisions, which places an emphasis on beautification and site standards, such as building design, landscaping and more intensive buffer requirements. These standards accomplish the desired compatibility between outdoor motor sales and normal commercial retail uses, which is why staff is recommending we change the table to allow motor vehicle sales by right.

Section 15. Animal Care, General is permitted in C-1 through Special Use, and C-3 by right. This requested change will allow animal care in a C-2 District by City Council approval of a

Special Use Permit. These facilities would still be subject to the specific use standards for Kenneling.

Section 16. Similar to Section 14, this section seeks to amend the zoning table to allow commercial drive-up storage units in a C-3 District, due to the same reasoning: the City has adopted development standards that better integrate typical commercial uses with commercial uses such as storage units or motor sales.

Section 17. The definitions for this section clarify that this section is not exclusive to RV's (Outdoor storage or parking of recreational vehicles, water craft or trailers, or trucks with 12,000 pound gross vehicle weight or less), however, the title can be a little misleading, so we seek to remedy this by changing *Recreational* to *Large.*

Section 18. This clause was in our old zoning code, which allowed for a tractor unit for a tractor/trailer combination to be parked in the driveway for a limited period of time, to protect residents who were employed as truckers and did not have anywhere else to store their vehicle. This clause never made it into the current zoning code, so staff is seeking to correct this.

Section 19. This is a typo correction.

Section 20. There is a conflict with the animal care definitions in Article 9, and the kennel specific use standards. Currently, Animal Care, General, allows up to 50 animals, on properties between 5,000 and 20,000 square feet, and includes commercial kennels as an included use for that category. The current kennel specific use standards restrict the number of kenneled animals to 20, and requires a minimum of 2 acres, which most of our existing facilities in the City do not meet. Staff recommend we remove the 20 animal limitation and require a minimum of 2 acres if the facility houses more than 50 animals, bumping the use up to Animal Care, Large. All kennels will still be required to be screened, include outside runs, restrict their proximity to residential dwellings, and have an enclosed area for each animal. This will permit the legally non-conforming facilities by right, while also making our definitions consistent with the specific use standards.

Section 21. City staff researched codes from the City of Springfield, which had more indoor climate-controlled storage units (currently the City of Joplin has one). Our existing parking requirements are written to address drive-up, outdoor storage units, and do not provide realistic parking industry standards for indoor units. This will provide parking provisions specific to the indoor units, which do not generate as much traffic and require less parking spaces. This was verified with the City of Springfield Planning office, who confirmed that their current provisions work for them.

Section 22. This is another clause that was in the previous zoning code but did not make it into the current code. This was adopted as an amendment to the previous code, which is why it was missed. In order to preserve historic buildings and sites, this clause allows limited commercial uses that are compatible with residential neighborhoods through the application for a Special Use Permit, contingent upon City Council approval.

Section 23. This section provides the use restrictions and standards for recreational marijuana uses, compliant and consistent with the Missouri statutes, and includes provisions that the City adopted for medicinal use. This section limits the facility's proximity to churches, schools, and

licensed daycares, requires ventilation, prohibits onsite consumption, prohibits a facility in a building containing a residence, and prohibits outdoor storage.

Section 24. This is a typo correction, the setback should be 15 feet non 15 inches.

Section 25. This section allows residential property owners to have a detached garage and a pool or solar mount, rather than one or the other (most pools and solar installations are over 200 square feet, and for most residential lots, the limit is one per property). This section still limits the property to the maximum lot coverage standards, so residents will still not be able to fill the entire backyard with accessory structures.

Section 26. The current code states that fences that are over 5 feet and closed construction are limited to the backyard. The intent behind the adoption of this change was to allow privacy fences up to 12 feet along the side yard. Everything else is limited to 4 feet and to be open construction. Under the old code they were strictly limited to the backyard. However, due to the way this was worded, this can be interpreted to allow 5-foot privacy fences up to the front building line. This revised section will clean up the language to only allow privacy fences in the back and back side yard.

Section 27. T-posts and woven wire are not explicitly allowed as approved fence materials under the current zoning code. Materials that are not explicitly approved are left to the Planning Development and Neighborhood Services Director's discretion. The Joplin Municipal Code permitted these, however, the current code super cedes this, as there was a clause under the adoption of the 2022 Development Code that any ordinance in conflict with this code would be null and void. After implementing this code, staff is recommending to explicitly allow t-posts and woven wire in agricultural and industrial districts. This revision also removes the 15 foot property line setback for chain link fences in industrial and commercial areas. This was added to our code in 2022, and conflicts with the provisions in the municipal code and the previous zoning code (2004). It is a common industry standard for schools and industrial facilities to enclose their property with security fences up to the property line, so long as site triangles are not obstructed.

Section 28. One problem with the existing buffer requirements is when it is applied to existing sites, many of those whose existing buildings lay within what would be the required buffer perimeter. There is currently an applicability section that allows for the Director to pro-rate landscaping for the site where full compliance is not practical or possible. However, this added section will provide an option for denser vegetation within a smaller perimeter area, or move the required amount to other areas of the site, as another option to pro-rating, so that conflicting use screening may still be provided to fulfill the intent of this section.

Section 29. This section was added as another design option for Accessible parking spaces. Our current design section for Accessible parking references the federal Americans with Disabilities Act Design Standards (2010), but our code only provides one of the design options for van accessible spaces, which is a 11-foot-wide aisle with a 5-foot-wide loading/unloading aisle. The ADA standards also provide the option for an 8-foot-wide space with an 8-foot-wide loading aisle. Staff is recommending the City include this design option in our code as well, making it consistent, and not more restrictive, than the federal requirements.

Section 30. This is a typo correction, the original code language references the R-5 District, not the MP District, by mistake.

Section 31. Staff is recommending removing the word "modular" from the Manufactured Home Park and Small Format Home District (MP) section. "Modular" and "Manufactured" mean fundamentally different things under federal law. The previous zoning code referred to homes within this district as "manufactured," not "modular." They should not have been referred to as "modular" in our current code. "Modular" homes are homes that are constructed to local building codes, may not be distinguishable from site-built homes, and are considered real property. "Modular" homes are financed through traditional means, such as Federal Housing Act (FHA) loans. Manufactured homes are built to the U.S. Department of Housing and Urban Development (HUD) codes, are not always subject to the same method of financing and may not always be permanently anchored to a foundation.

Section 32. We allow duplexes to be developed on a single parcel subject to them being treated as a multi-family project, where the lots are not subdivided and the buildings are not for individual sale. This changes some of the development requirements, like triggering stormwater and landscaping standards. This change will add a clause that allows for the City to require lots or parcels be merged, so that the owner does not split lots off later without City approval, creating non-conforming lots.

Section 33. This section has been revised to ensure that mobile vendors or micro businesses do not set up on vacant lots and gives the City some authority to require site plan review and/or special use permits if deemed necessary.

Section 34. This section adds the marijuana use definitions to the Use Definition section in the current zoning code.

Section 35. This section amends the ground cover definition by adding a section that prohibits invasive species as defined by the Missouri Department of Conservations. It also includes an allowance for cultivated native landscape beds. Neighborhood Services has been working with individuals

Section 37. This section redefines the Historic Preservation overlay (HP District) by breaking it down into two categories. It creates one overlay (Historic Landmark - HL) for individual properties, and one overlay for (Historic District - HD) for historic districts or neighborhoods. An example of a Historic District designation would be for the Sunshine Lamp District. A historic landmark would be a single property nominated for historical significance. This change was brought before the Historic Preservation Commission in July 2025, with a recommendation for approval.

Staff recommends approval of Case 030-25

ENCLOSURES:

- Council Bill
- Amended Development Code

CASE 030-25: TEXT AMENDMENT

Dr. Rosenberg asked if this was supposed to be tabled.

Mr. Bellairs stated yes but that we are still going to hold a public hearing.

Ms. Phillips asked when this will be presented to them again.

Mr. Bellairs stated that it will be brought to Council in October for a work session and a public hearing and then it will be brought back to the commission in October.

Ms. Phillips thought it was interesting in the Globe that they wanted to amend the code on dangerous buildings but did not see that in the changes provided to them.

Mr. Bellairs stated that this is a separate code but that this one was posted in the Globe.

Mr. Troy Bolander, Director of Planning, Development and Neighborhood Services stated that they are revising the dangerous building codes and that they are separate.

Dr. Rosenberg asked if changes could be made in yellow.

Mr. Bolander stated we could do this.

Mr. Bellairs presented the proposed text amendments. Each section in the staff report follows the section in the ordinance. Mr. Bellairs presented the staff report items and displayed the ordinance.

Mr. Bellairs stated that staff recommends approval of these items and asked if the Commission had any questions.

Ms. Harrington asked how long we have been working on this.

Mr. Bellairs stated that this has been worked on since he started 2022, and that there were several meetings.

Mr. Bolander stated that this was an entirely new code that was adopted and they knew there would be some issues with it once we started implementing it. He stated he is sure we will run into something else as well.

Mr. Bellairs stated that this does not mean it will be the last one.

Mr. Kimble stated Mr. Bellairs said staff recommending to approve.

Mr. Bellairs stated that he misspoke. Staff is recommending to table as there are a lot of items here, but the Commission could always call for a vote.

Mr. Bolander stated we do not have to table it we just advertised it as a public hearing. Mr. Bolander stated that someone in the audience can speak on it as well.

Mr. Bellairs asked if everything made sense in how it was organized in the staff report and ordinance.

Mr. Kimble stated that it did.

MS. KLUE-MICHAEL MADE A MOTION TO TABLE CASE 030-25. THIS MOTION WAS SECONDED BY MS. HARRINGTON. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

P & Z Case 030-25
City of Joplin
(P & Z Recommended to Table)

COUNCIL BILL NO. 2025-279 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022.

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

Section 1. Having referred to the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen (15) days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended to reflect the following:

Section 2. That Article 1. (General Provisions), Section 2 (Interpretation), D. Measurements, e. Setback Exceptions, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to include a new subsection (7) stating the following:

(7) For residential out buildings, as described in Article 5.01 Accessory Structures, detached buildings may be located in front of the front building line, provided they are no closer than 60 feet to the front lot line.

Section 3. That Article 2 (Procedures), Table 6-01, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to Table 2-01, and that Table 2-01 be amended to add a footnote reflecting the following:

Vacations of right-of-way and easements: letters shall be mailed to adjacent property owners with access from the right-of-way and nearby property owners that utilize the right-of-way.

Section 4. That Article 2 (Procedures), Section 2.01, 2. Fees, Table 6-02, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to Table 2-02, and be amended to include Encroachment Agreement.

Section 5. That Article 2 (Procedures), Section 2.01, 2. Fees, Table 6-02, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to remove the fee dollar amounts, and instead state "Refer to Fee Schedule adopted by City Ordinance, Article V – Permits and Fees, Sec. 94-100 of the Joplin Municipal Code."

Section 6. That Article 2 (Procedures), Section 2.01, 2. Fees, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to include a new subsection (a.) to read as follows:

a. Historic Preservation (HL and HD) rezoning cases shall be exempt from application fees.

Section 7. That Article 3 (Subdivision Standards), Section 1, Streets, Table 3-3, footnote 2, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to:

[2] Bicycle facilities shall conform to the standards of NACTO's Urban Bikeway Design Guide, Urban Street Design Guide, and Transit Street Design Guide. MUTCD guides the use of signs, signals, and markings.

Section 8. Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) Public/Civic Uses, Utility, Major, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to eligibility for Special Use Permit ("S" designation) in Districts AG, RS, R-1, R-2, R-3, R-4, MP, MUC, C-O, C-1, C-2, and C-3.

Section 9. Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended by adding the following uses: "Marijuana Cultivation Facility, Marijuana Dispensary Facility, Marijuana Infused Products Manufacturing Facility, Marijuana Testing Facility."

Section 10. Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended by permitting the following uses in AG (Agricultural) Districts: "Marijuana Cultivation Facility."

Section 11. Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended by permitting the following uses in C-2 (Central Business) and C-3 (Commercial) Districts: "Marijuana Dispensary Facility, Marijuana Testing Facility."

Section 12. Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended by permitting the following uses in M-2 (Heavy Industrial) Districts: "Marijuana Cultivation Facility, Marijuana Infused Products Manufacturing Facility."

Section 13. Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) Public/Civic Uses, Apartments, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to be permitted by right ("P" designation) in District C-3.

Section 14. Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) Commercial Uses, Outdoor Sales - Large, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to be permitted by right ("P" designation) in District C-3.

Section 15. Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning

District & Use Table) Commercial Uses, Animal Care - General, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to qualify for a special use permit ("S" designation) in District C-2.

Section 16. Article 4. (Zoning Districts & Use Standards) Table 4-03 (Zoning District & Use Table) Commercial Uses, Storage and Warehousing – Personal, Outdoor, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to be permitted by right ("P" designation) in District C-3.

Section 17. Article 4. (Zoning Districts & Use Standards) Section 4.03 (Accessory Uses), E. Outdoor Storage, Residential, 1. Recreational Vehicles of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to 1. Large Vehicles.

Section 18. Article 4. (Zoning Districts & Use Standards) Section 4.03 (Accessory Uses), E. Outdoor Storage, Residential, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to include a new subsection (4.) to read as follows:

4. One (1) tractor unit of a tractor/trailer combination may be parked in the yard for a maximum of 72 hours at any one time. Such parking area shall be paved with concrete, asphaltic cement, or any other dust-free surface approved by the Director of Planning, Development, and Neighborhood Services.

Section 19. That Article 4. (Zoning Districts & Use Standards) Section 4.03 (Accessory Uses), J. Solar Panels, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by removing the following:

3. Free standing panels may only be authorized by conditional use permit if roof or wall mounted panels are shown to be infeasible.

Section 20. That Article 4 (Zoning Districts & Use Standards) Section 4.04 (Specific Use Standards), T. Storage Personal, Subsection "87" of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to Subsection "7."

Section 21. That Article 4 (Zoning Districts & Use Standards) Section 4.04 (Specific Use Standards) I. Kennel, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to read as follows:

I. Kennel. A kennel shall be defined as any animal care use that provides the overnight housing of animals for commercial, boarding or breeding purposes. This definition shall not apply to any overnight boarding necessary for medical care or observation. A kennel shall not be located closer than 50 feet to another lot line on which a residential dwelling is located, including outside runs, and shall contain at least one fully enclosed shelter for each animal or animals and provide an exercise area. If the kennel harbors more than 50 animals, the minimum lot size shall not be less than two acres. All kennel runs or open areas shall be screened around such areas or at the property lines to prevent the distraction or excitement of the dogs. Such screening may be mature, dense

deciduous foliage (double row), solid masonry, brick, or stone wall, louvered wood, stockade, or chain link fence with aluminum strip intertwined or other equivalent fencing, providing a sight barrier to the dogs.

Section 22. That Article 4 (Zoning Districts & Use Standards) Section 4.04 (Specific Use Standards) T. Storage Personal, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended to include a new subsection (8.) to read as follows:

8. Indoor/climate-controlled storage units shall provide one parking space for every 25 storage spaces, one parking space for every employee, and two additional parking spaces if a residential manager lives on site. A minimum of two parking spaces shall be provided for the office.

Section 23. That Article 4 (Zoning Districts & Use Standards) Section 4.04 (Specific Use Standards) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by adding a new paragraph (X) to read as follows:

X. Historic Commercial Uses in R-1, R-2, R-3, R-4 Districts

1. Purpose: To protect and conserve the heritage and character of Joplin's historic residential neighborhoods by specially permitting commercial uses in historic districts and from historic landmarks.
2. Structures that are located in a residentially zoned district shall be part of a historic district or designated a historic landmark.
3. The commercial use must obtain a special use permit prior to operation. Uses eligible for special use permit shall be uses permitted by right in the C-1 District.
4. The commercial use shall contribute positively to the historic character of the residential neighborhood.
5. Approval of the commercial use shall not alter the historic district or historic landmark in a way that detracts from its uniqueness.
6. Prior to the granting of any special use permit, the Planning Commission or City Council may stipulate such conditions and restrictions upon the establishment, location, and operation of the special use as is deemed necessary for the protection of the public interest.

Section 24. That Article 4 (Zoning Districts & Use Standards) Section 4.04 (Specific Use Standards) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by adding a new paragraph (Y) to read as follows:

Y. Marijuana

Marijuana facilities shall be subject to the following use restrictions:

1. Buffer requirement. No marijuana facility shall be located within one thousand (1,000) feet of an existing elementary or secondary school, licensed child day care center, or church. In the case of a freestanding facility, the distance between the

facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare or church to the closest point of the property line of the school, daycare, or church. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.

2. Outdoor operations or storage is prohibited. All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.
3. Onsite usage prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a marijuana facility.
4. No marijuana facility shall be located in a building that contains a residence.
5. Ventilation required. All marijuana facilities shall install and operate a ventilation system that will prevent any odor of marijuana from leaving the premises of the facility. No odors shall be detectable by a person with a normal sense of smell outside the boundary of the parcel on which the facility is located.

Section 25. That Article 5 (Building & Development Standards) Section 5.02 (Non-Residential Development Standards) Table 5-3 Nonresidential District Lot & Building Standards, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by removing the 15" setback and replacing it with 15' for the M-1 (Restricted Industrial) and M-2 (Heavy Industrial) District.

Section 26. That Article 5 (Building & Development Standards) Section 5.01 (Residential Development Standards) C. (Accessory Buildings – Residential) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by adding a new subsection (f.) to read as follows:

f. Pools and solar ground mounts shall be subject to size/placement requirements but shall not be subject to the maximum number of accessory structures per lot. However, all accessory structures shall still be subject to the maximum building coverage standards in Table 5-02.

Section 27. That Article 6 (Landscape & Site Design Standards) Section 6.04 (Fences) B. (Rear and Interior Side Fences), 3. of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to read as follows:

3. All privacy fences with a solid screen or height over 4 feet high shall be limited along interior side lot lines to no more than 12 feet in front of the rear building line. The Director may approve exceptions to allow as much as along 50% of the side elevation where the building and yard is configured to have substantially active or social outside spaces such as building entrances, walkways, patios, or courtyards.

Section 28. That Article 6 (Landscape & Site Design Standards) Section 6.04 (Fences) B. (Rear and Interior Side Fences), 4. d., of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to read as follows:

d. Materials for construction of a decorative fence may be wood, woven wire, chain link, wrought iron, square tubing or metal pipe. A decorative fence must be of open construction, and no panels such as plywood, wafer board, etc., will be allowed. T-posts shall be permitted in agricultural and industrial districts but shall be prohibited in residential and commercial districts.

Section 29. That Article 6 (Landscape & Site Design Standards) Section 6.03 (Buffers and Screening) Table 6-03: Buffer Planting Requirements, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by adding a new subsection to read as follows:

Where existing site or building conditions severely limit the site's ability to fulfill these requirements, Type III buffers may reduce the width to 15' provided that the planting schedule is met at twice (2X) the required rate. Where existing site conditions do not allow for a Type II or Type III buffer, the required number of trees and shrubs shall be provided in other areas of the site, in combination with a fence or masonry wall. Additional landscaping shall provide a visual barrier but shall not exceed the American Nursery Stock Standards (AMNS).

Section 30. That Article 7 (Access & Parking Standards), Section 7.03 (Required Parking), C. (Accessible Parking), Line 3., Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to read as follows:

3. Accessible spaces shall be at least nine feet wide with a minimum five feet accessible aisle. Van accessible spaces shall be at least 11 feet wide with a minimum five feet accessible aisle, or at least eight feet wide with a minimum eight feet accessible aisle. Two adjacent spaces may share the same accessible aisle.

Section 31. That Article 8 (Special Districts & Supplemental Standards) Section 8.03 (Manufactured Home Park & Small Format Home (MP) District) F. (Landscape and Parking Design), Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to read as follows:

F. Landscape and Parking Design. The standards of Articles 6 and 7 are generally applicable to the MP district, except as modified through a development plan based on the criteria in Section 2.04.

Section 32. That Article 8 (Special Districts & Supplemental Standards) Section 8.03 (Manufactured Home Park & Small Format Home (MP) District) A. (Intent and Applicability) and B. (Permitted Use) Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to remove the word "modular."

Section 33. That Article 9 (Definitions & Terms) 9.01 (Description of Uses), Duplex/Multi-unit House, Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to read as follows:

Duplex/Multi-unit House. A residential building designed to accommodate 2 to 4 primary dwelling units in an urban neighborhood or suburban setting. Duplex units that share a single common wall may be on a single lot, or on a single parcel, or may be platted as separate lots along the common wall line subject to platting restrictions. Duplex/Multi-unit Houses shall have a scale, orientation and design features that maintains the appearance and form similar to a detached house. Multiple duplexes constructed on a single-parcel may be subject to additional platting requirements.

Section 34. That Article 9 (Definitions & Terms) 9.01 (Description of Uses), C. Commercial Uses, Retail-Micro/Mobile, Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to read as follows:

Retail - Micro/Mobile - A small scale retail use under 1,000 square feet, including food trucks, sales kiosks or machines, and other temporary or permanent sales receptacles, each of which may be subject to specific licensing and siting conditions depending on the permanence of the use, structures or other circumstances of the location. Mico/Mobile Retail uses not specified in Article 4.05, shall be located on an approved temporary vendor location which hosts a legally established use. Any Micro/Mobile Retail use located on a vacant lot shall be subject to special use permitting and specific siting conditions.

Section 35. That Article 9 (Definitions & Terms) 9.01 (Description of Uses), C. Commercial Uses, Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended to include the following uses and definitions:

Marijuana Facility – a Marijuana Cultivation Facility, Marijuana Dispensary Facility, Marijuana Infused Products Manufacturing Facility, or Marijuana Testing Facility.

Marijuana Cultivation Facility – a facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Marijuana Dispensary Facility, Marijuana Testing Facility, or a Marijuana Infused Products Manufacturing Facility.

Marijuana Dispensary Facility – a facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana-infused products, and drug paraphernalia used to administer marijuana to another Dispensary Facility, a licensed Testing Facility, or a licensed Manufacturing Facility.

Marijuana Infused Products Manufacturing Facility – a facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Marijuana Dispensary Facility, Marijuana Testing Facility, or to another Marijuana Infused Products Manufacturing Facility."

Marijuana Testing Facility – a facility certified by the State of Missouri to acquire, test, certify, and transport marijuana.

Section 36. That Article 9 (Definitions & Terms) 9.02 (Definitions), Ground Cover, be amended to read as follows:

Ground Cover. Materials that typically do not exceed one foot in height used to provide cover of the soil in landscaped areas, which may include a combination of, but not limited to river rock, cobble, boulders, concrete pavers, grasses, flowers, low-growing shrubs and vines, and those materials derived from once-living things, such as wood mulch. Prohibited landscaping materials shall include anything identified as an invasive species by the Missouri Department of Conservation. Cultivated native landscape beds are permitted, provided they are in accordance with the planting standards set by the Missouri Department of Conservation and Grow Native by the Missouri Prairie Foundation. A cultivated landscape bed shall be defined as a landscaped area where plants were purchased, planted and maintained in a planned, intentional, and organized manner. In no instance shall plants that grew on their own from the soil's seed bank and were allowed to grow without management be considered a cultivated landscape bed. Taller native plants shall be planted towards the interior of the lot, near the structure, and lower native plants shall be planted toward the exterior of the lot closer to the street. Plants on corner lots and within the right-of-way, and areas in proximity to the right-of-way or streets, shall maintain a height no greater than 12 inches. Plant material shall be regularly trimmed and pruned to keep from encroaching sidewalks, walkways, streets, driveways, parking areas, and neighboring properties. Any plant materials that exceed these provisions shall be considered in violation of this section, and be considered a nuisance under Sec. 54-61 and Sec. 54-62 of the Joplin Code of Ordinances.

Section 37. That Appendix C (Walkable Neighborhood Design Guidelines), B. Applicability, of Chapter 29-A (Zoning Code) of the Joplin Municipal Code, be amended by adding the following subsections:

5. Where the existing development of a block has deviated from these design guidelines, in a neighborhood that would fall under the applicability of this section, variation to the building design may be allowed in regard to driveway width and placement, garage extent and location, and frontage design, provided that the proposed design upholds the existing character of the neighborhood.

Section 38. That Appendix E (Historic Preservation) of Chapter 29-A (Zoning Code) of the Joplin Municipal Code be amended by adding a new subsection (32.) to read as follows:

32. Zoning Overlays: Historical properties, structures, and areas shall be issued zoning district overlays based on the type of designation.
HL (Historic Landmark): Properties that are individually nominated as local historic landmarks.
HD (Historic District): Multiple properties, nominated collectively as a new, or expansion of an existing district.

Section 39. That any other ordinance, or part of such ordinance, or chapter of the Joplin Municipal Code in conflict with said provisions shall and the same is hereby repealed.

Section 40. That this ordinance shall become effective beginning _____, 2025.

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:
2025-278 – Rezoning

MEETING DATE:
October 6, 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 032-25: 7603 E 32nd St – Rezoning - A request to rezone from District M-2 PD (Heavy Industrial – Planned Development) to District C-3 (Commercial) to operate a behavioral health facility – Morris Investments 4

BACKGROUND:

The owner wishes to utilize the existing office building for a behavioral health facility. As mentioned, M-2 permits office uses, not medical care. The applicant needs to rezone the property to use the building for this purpose.

PLANNING & ZONING COMMISSION TESTIMONY:

David Perryman presented the case. He represented My World ABA. They have outgrown their current facility. They treat children with autism, and this will allow them to treat more kids. Mr. Bellairs and Dr. Rosenberg asked if this was a day treatment facility and Mr. Perryman confirmed that it was.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-278

Planning & Zoning Commission recommends approving Case 032-25 (7 in Favor, 0 Opposed, 0 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: September 8, 2025
City Council Meeting: October 6, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 032-25 A request to rezone from District M-2 (Heavy Industrial) to District C-3 (Commercial) to operate a behavioral health facility.

LOCATION 7603 E 32nd St

APPLICANT Morris Investments 4

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2 PD	Office	Approximately 4 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2 PD	M-2 PD	M-2	C-3
Land Use	Vacant	Vacant	Vacant/Substation	Vacant

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
CL 191	Local	75′
E 32nd St	Arterial	85′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

The property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This property is designated as Industrial on the Future Land Use Map. C-3 is not a compatible district with this land use category, however, there is existing Commercial development and zoning in this area. 32nd St is an arterial street, and the requested zoning district should not create conflicts with the surrounding properties and uses.

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

The property currently has an office building on the location. However, while office uses are permitted in an industrial district, medical care is not. This is due to the associated frequency of traffic these uses generate from appointments, while offices generally do not generate frequent visits. 32nd St does support commercial traffic, however.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

As mentioned, there is a C-3 zoned property directly west of the subject property. This request is less intensive than the existing zoning district and should not create any conflicts. 32nd St supports intensive commercial traffic.

DISCUSSION

The owner wishes to utilize the existing office building for a behavioral health facility. As mentioned, M-2 permits office uses, not medical care. The applicant needs to rezone the property to use the building for this purpose.

Staff recommends approval of Case 032-25.

ENCLOSURES

- Map of property
- Application

CASE 032-25: REZONING

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

David Perryman, 2531 E 32nd St, spoke in favor of the case. He represented My World ABA. They have outgrown their current facility. They treat children with autism and this will allow them to treat more kids.

Mr. Bellairs asked for clarification, since there were some questions about this, this is not in patient care, that this is office care.

Mr. Perryman stated that this was correct.

Dr. Rosenberg asked if this was a day treatment facility.

Mr. Perryman stated that it was.

Mr. Kimble asked if anyone would like to speak in favor or opposition.

MR. SPRUCE MADE A MOTION TO APPROVE CASE 032-25. THIS MOTION WAS SECONDED BY MS. WARREN. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

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Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

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

1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

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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.: 032-25
Filing Fee: $600.00
Received: 8/1/25
Date Advertised: ~~8/1/25~~
Proj. No.: 25-05
Public Hearing Date: 9/8/25

Applicant: Michael Mizer Phone No.: 573-216-6517

Address: 3048 S Clifton Ave, STE 112, Springfield, MO 65807 Email: michaelmizer@myworldaba.com

Owner: Jim Morris- Morris Investments 4 Phone No.: _____

Address: 1655 S ENTERPRISE, SPRINGFIELD,MO 65804 Email: _____

Location of Property: 7603 E 32nd St, Joplin, MO 64804

Present Use of Property: Vacant/Calll Center

Proposed Use of Property: Children's Behavorial Health Center

Current Zoning: ~~M1~~ M2-PD Requested Zoning: C3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant Land	M2-PD
South	Liberty Utilities	M2-PD
East	Liberty Enterprise Group	M2-PD
West	Vacant Land	C3

Character of the Neighborhood: Commercial/Industrial

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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: Currently zoned M2-PD. Property will be used as a health facility (C3)

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: S CL 191

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: Unknown

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

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

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

Signature: _____ **Date:** 7-31-25

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STATE OF Missouri)
) ss.
COUNTY OF Greene)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Morris Investments (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as _____

_____

(legal description) more commonly known as 7603 E 32nd St, Joplin, MO 64804 (Address). I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for David Perryman (Representative) to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: _____

Jim Morris
Signature of Owner

_____
Signature of Owner

Jim Morris
Printed Name

_____
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 31st day of July, 2025

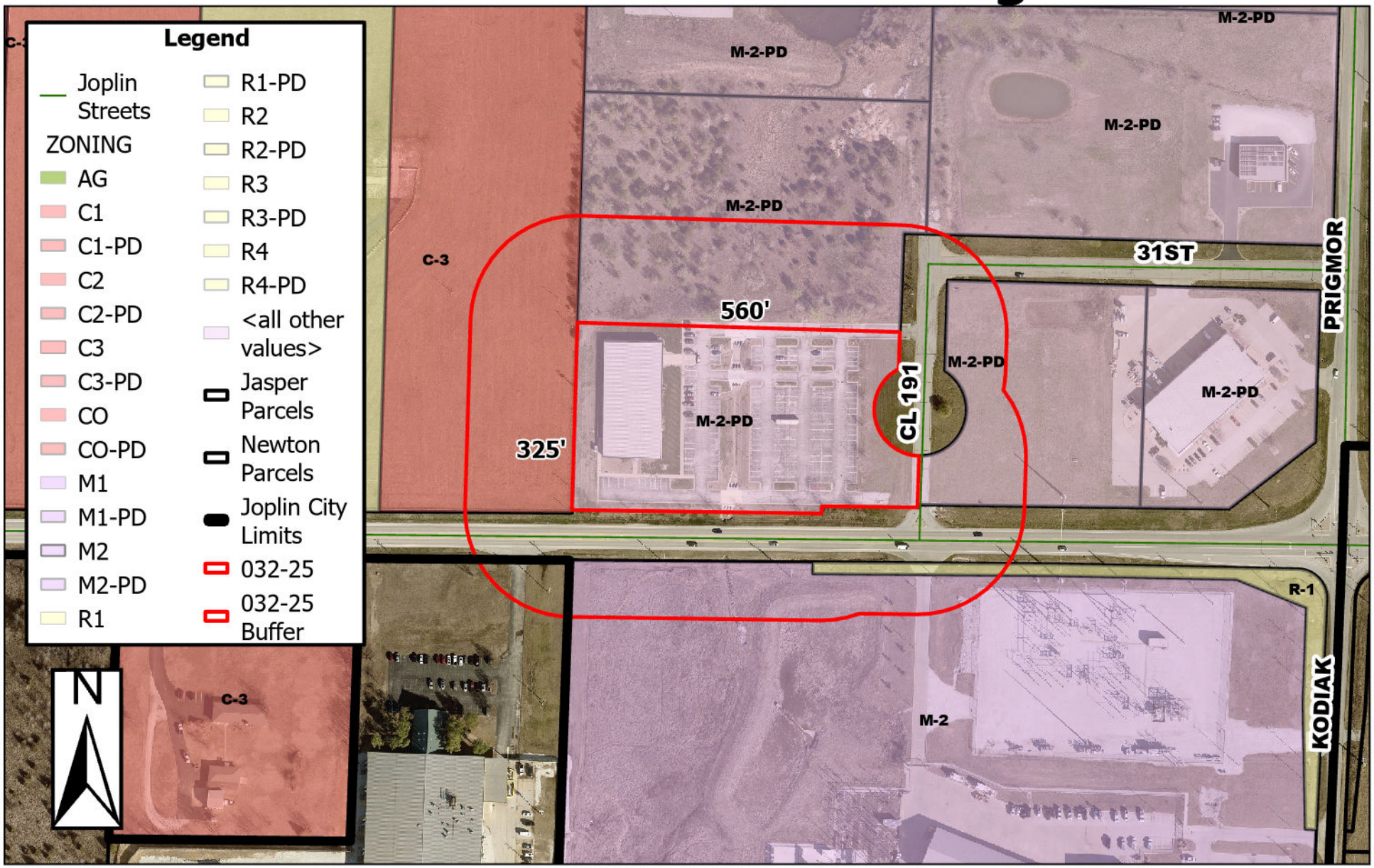
Cadesia Stearns
Notary

My commission expires: 04-14-2028

CADESIA STEARNS
Notary Public, Notary Seal
State of Missouri
Greene County
Commission # 18767474
My Commission Expires 04-14-2028

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

Case 032-25: Rezoning



7603 E 32nd St - Rezoning - A request to rezone from District M-2 PD (Heavy Industrial - Planned Development) to District C-3 (Commercial) to operate a behavioral health facility - Morris Investments 4

0 85 170 340 510 680 Feet

P & Z Case 032-25
Morris Investments 4
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-278 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 PD (Heavy Industrial – Planned Development) and include in District C-3 (Commercial) property as described below and generally known as the 7603 E 32nd St, Joplin, Jasper County, Missouri.

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

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

ALL OF LOTS NUMBERED FIVE (5) AND SIX (6) IN SOUTH CROSSROADS ADDITION PLAT #1, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
SEPTEMBER 15, 2025
MEETING MINUTES

CALL TO ORDER

The September 15, 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 Council member Ryan Jackson.

ROLL CALL

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

Absent: Charles Copple, Gary Shaw

Motion by Mr. DeTar, seconded by Mr. Lawson to excuse the absences of Mr. Copple and Mr. Shaw. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw, 2.

PRESENTATIONS

Joplin Area Chamber of Commerce Quarterly Update
Doug Hunt, presented.

Downtown Joplin Alliance Quarterly Update
Lori Haun, presented.

MSSU Coach Ware Proclamation
Mayor Cortez read the proclamation for Coach Ware.

Mid-Alley Lights Update
Tony Robyn, presented

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office
Drew Douglas, Public Information Officer, presented.

CITIZEN REQUESTS AND PETITIONS

Josh Long addressed the Council regarding Mr. Jackson.

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. DeTar, second by Mr. Lawson to approve the consent agenda. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw, 2.

Minutes from the September 2, 2025, City Council Meeting

COUNCIL BILL NO. 2025-006 - AN ORDINANCE amending Chapter 26, Buildings and Regulations, Article X, Dangerous Buildings, Sec. 26-615. - Duties of building inspector; issuance of notices. **Ordinance No. 2025-114.**

RESOLUTIONS

AMENDED RESOLUTION NO. 2025-009

Mr. DeTar introduced Amended Resolution No. 2025-009- A RESOLUTION creating a nine (9) member Charter Review Commission for the City of Joplin; and defining the purposes, membership and duties thereof. Motion by Mr. DeTar, second by Mr. Jackson, to approve Resolution No. 2025-009. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw, 2.

RESOLUTION NO. 2025-010

Mr. Lawson introduced Resolution No. 2025-010- A RESOLUTION authorizing the AMENDING of a One Year Action Plan with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for fiscal year 2023; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin. Motion by Mr. Lawson, second by Mr. DeTar, to approve Resolution No. 2025-010. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw, 2.

ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-139

Mr. DeTar introduced Council Bill No. 2025-139- AN ORDINANCE approving the City of Joplin to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission for Project J7S2185C, Route 66 (7th Street) Improvements from Maiden Lane to Route 43 in the amount of Five Million Two Hundred Ninety-Nine Thousand Four Hundred Forty-Six and 43/100 dollars ($5,299,446.43); 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 containing an emergency clause. Motion by Mr. DeTar, second by Mr. Jackson, that Council Bill 2025-139 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw, 2. **Ordinance No. 2025-115.**

COUNCIL BILL NO. 2025-140

Mr. Lawson introduced Council Bill No. 2025-140- AN ORDINANCE approving the City of Joplin to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission for Project J7S2185D, Route 66 (7th Street) Improvements from Route 43 to St. Louis Avenue in the amount of Six Hundred Ninety-Two Thousand Nine Hundred Thirty-Six and 19/100 dollars ($692,936.19); authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Bard, that Council Bill 2025-140 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2. **Ordinance No. 2025-116.**

Mary Price spoke on this item.

COUNCIL BILL NO. 2025-615

Mr. DeTar introduced Council Bill No. 2025-615- AN ORDINANCE approving a Contract by and between the City of Joplin and Branco Enterprises, Inc. in the amount of Eight Million Nine Hundred and Thirty-Five Thousand Three Hundred and Sixty-Five Dollars ($8,935,365) for construction of the Ewert Splash Park project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Lawson, that Council Bill 2025-615 be passed on an emergency basis. Voting in favor were Council Members: Carlin, Cortez, DeTar, Farnham and Lawson, 5. Nays: Bard, Jackson, 2. Absent: Copple, Shaw,2. ***This council bill failed to obtain the required number of votes to pass as an emergency. This item will move to second and third reading at the October 6, 2025 meeting.***

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-007

Mr. Bard introduced Council Bill No. 2025-007 - AN ORDINANCE dissolving the Personnel Board and transferring any remaining functions, powers, or duties to the Human Resources Department and the City Manager. Motion by Mr. Bard, second by Mr. Jackson, that Council Bill 2025-007 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2. The Bill was read as Council Bill No. 2025-007.

COUNCIL BILL NO. 2025-008

Mr. Jackson introduced Council Bill No. 2025-008 - AN ORDINANCE dissolving the Building Trades Board and transferring any remaining functions, powers, or duties to the Building Department. Motion by Mr. Jackson, second by Mr. Bard, that Council Bill 2025-008 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2. The Bill was read as Council Bill No. 2025-008.

COUNCIL BILL NO. 2025-009

Mr. DeTar introduced Council Bill No. 2025-009 - AN ORDINANCE dissolving the Board of Health and transferring any remaining functions, powers, or duties to the Health Department and the City Manager. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill 2025-009 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2. The Bill was read as Council Bill No. 2025-009.

COUNCIL BILL NO. 2025-010

Mr. Jackson introduced Council Bill No. 2025-010 - AN ORDINANCE dissolving the Solid Waste Advisory Commission and transferring any remaining functions, powers, or duties to the Public Works Department and the City Manager. Motion by Mr. Jackson, second by Mr. DeTar, that Council Bill 2025-010 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2. The Bill was read as Council Bill No. 2025-010.

Break at 7:43 PM Returned at 7:49 PM

COUNCIL BILL NO. 2025-136

Mr. Lawson introduced Council Bill No. 2025-136 - AN ORDINANCE approving an agreement with the G&G Construction Company Inc. in the amount of One Million Seven Hundred Seven Thousand Two Hundred and 00/100 DOLLARS ($1,707,200.00) for the Miscellaneous WWTP Improvements 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. Lawson, second by Mr. Jackson, that Council Bill 2025-136 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2. The Bill was read as Council Bill No. 2025-136.

COUNCIL BILL NO. 2025-137

Mr. DeTar introduced Council Bill No. 2025-137 - AN ORDINANCE approving an agreement with the G&G Construction Company, Inc for the Turkey Creek WWTP Aeration Renovation 2025 in the amount of Two Million Six Hundred Ninety Four Thousand Two Hundred One and 14/100 DOLLARS ($2,694,201.14) for the Turkey Creek WWTP Aeration Renovation 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Jackson, that Council Bill 2025-137 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2. The Bill was read as Council Bill No. 2025-137.

COUNCIL BILL NO. 2025-141

Mr. Bard introduced Council Bill No. 2025-141 - AN ORDINANCE approving the issuance of a Purchase Order to Tri-State Truck Center, Inc., in the amount of One Hundred Fifty-Three Thousand Three Hundred Ninety-Nine and 00/100 Dollars ($153,399.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE Transmission; and, setting a date when this ordinance shall become effective. Motion by Mr. Bard, second by Dr. Farnham, that Council Bill 2025-141 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2. The Bill was read as Council Bill No. 2025-141.

COUNCIL BILL NO. 2025-277

Mr. Lawson introduced Council Bill No. 2025-277 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2025, through October 31, 2026, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City; and setting a date when this Ordinance shall become effective. Motion by Mr. Lawson, second by Mr. Bard, that Council Bill 2025-277 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2. The Bill was read as Council Bill No. 2025-277.

COUNCIL BILL NO. 2025-532

Mr. DeTar introduced Council Bill No. 2025-532 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Home Pal, LLC., for the sale of one parcel located at 3127 S Wall Avenue, totaling approximately 4,125 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill 2025-532 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2. The Bill was read as Council Bill No. 2025-532.

COUNCIL BILL NO. 2025-533

Dr. Farnham introduced Council Bill No. 2025-533 - AN ORDINANCE approving an Agreement by and between the City of Joplin and MetLife to provide dental, life and disability insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract 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 2025-533 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2. The Bill was read as Council Bill No. 2025-533.

COUNCIL BILL NO. 2025-534

Mr. Jackson introduced Council Bill No. 2025-534 - AN ORDINANCE approving an Agreement by and between the City of Joplin and EyeMed to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Jackson, second by Mr. Bard, that Council Bill 2025-534 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2. The Bill was read as Council Bill No. 2025-534.

COUNCIL BILL NO. 2025-618

Mr. DeTar introduced Council Bill No. 2025-618 - AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the financial software and related systems as budgeted in the Proposed Budget of the City of Joplin for the Fiscal Year 2025-2026 and setting an effective date. Motion by Mr. DeTar, second by Mr. Lawson, that Council Bill 2025-618 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2. The Bill was read as Council Bill No. 2025-618.

SECOND AND THIRD READING

COUNCIL BILL NO. 2025-616

Mr. DeTar introduced Council Bill No. 2025-616 - AN ORDINANCE approving the applications of Visionary Balloonworx, MO-KAN Dragway, Ozark Christian College, Branco Enterprises & Neosho Schools, Historic Murphysburg Preservation, Inc., Joplin Disc Golf Club, JOMO Pride, Inc., Joplin Roadrunners, Missouri Liars, Silver Sage Renaissance Festival, Neosho Arts Council, Newton County Tourism Council, and Joplin Trails Coalition for utilization of FY2026 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds. Motion by Mr. DeTar, second by Mr. Jackson for Council Bill No. 2020-616 to move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Jackson, and Lawson, 6. Nay: Farnham, 1. Absent: Copple, Shaw,2. **Ordinance No. 2025-117.**

UNFINISHED BUSINESS
NEW BUSINESS

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2020, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. DeTar, second by Mr. Bard, to convene into closed session. Voting in favor were Council Members: Bard, Carlin, Cortez, DeTar, Farnham, Jackson, and Lawson, 7. Absent: Copple, Shaw,2.

The meeting was adjourned at 8:16 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-007 - AN ORDINANCE dissolving the Personnel Board and transferring any remaining functions, powers, or duties to the Human Resources Department and the City Manager.

MEETING DATE
September 15, 2025

ORIGINATING DEPARTMENT
Human Resources

ATTACHMENTS
Council Bill No. 2025-007

REVIEWED BY
Director of Human Resources, Michelle Ducre; City Attorney Peter Edwards; and City Manager Nicholas Edwards.

SUMMARY
This council bill dissolves the board and transfers any remaining duties to the Human Resources Department and City Manager.

BACKGROUND
Significant advances in State and Federal Regulations, as well as the creation of the Human Resources Department have replaced the original functions of the Board. Employment law has changed dramatically since this board was established in 1954. Greater protections and services for employees are in place, and staff is better situated to manage and advise on personnel matters.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be approved on First Reading.

COUNCIL BILL NO. 2025-007 ORDINANCE NO. _____

AN ORDINANCE dissolving the Personnel Board and transferring any remaining functions, powers, or duties to the Human Resources Department and the City Manager.

WHEREAS, the original functions of the Board have been replaced over time by the creation of the Human Resources Department; and

WHEREAS, significant developments in state and federal employment law offer greater protections to employees such that many of the Board's duties have become obsolete; and

WHEREAS, the dissolution of the Personnel Board will improve the efficiency of the City; and

WHEREAS, pursuant to Section 15.16 of the Home Rule Charter of the City of Joplin, Missouri, the Council retains the authority to abolish the functions, powers and duties of Boards and Commissions and transfer to another board or to a department of the city government.

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

Section 1. The City of Joplin, Missouri, hereby dissolves the Personnel Board.

Section 2. 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 3. This ordinance shall be effective twenty (20) days after its passage.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-008 - AN ORDINANCE dissolving the Building Trades Board and transferring any remaining functions, powers, or duties to the Building Department.

MEETING DATE
September 15, 2025

ORIGINATING DEPARTMENT
Building Department

ATTACHMENTS
Council Bill No. 2025-008

REVIEWED BY
Director of Planning, Development, & Neighborhood Services Troy Bolander; City Attorney Peter Edwards; and City Manager Nicholas Edwards.

SUMMARY
This council bill transfers any remaining duties of the Building Trades Board to the Building Department. The examination of plumbers, electricians and mechanical craftsmen credentials is part of the permitting process within the Building Department. The dissolution of this Board is a better reflection of the current and historical practice of the building department.

BACKGROUND
The Building Trades Board last convened in 2009. Since that time the Building Department has taken over the role of examining the credentials of tradesmen during the permitting process. The change has improved the efficiency of the Department, and provides a better service to citizens.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be approved on First Reading.

COUNCIL BILL NO. 2025-008 ORDINANCE NO. _____

AN ORDINANCE dissolving the Building Trades Board and transferring any remaining functions, powers, or duties to the Building Department.

WHEREAS, the Building Trades Board's original functions have become obsolete; and

WHEREAS, the dissolution of the Building Trades Board will improve the efficiency of the City; and

WHEREAS, pursuant to Section 15.16 of the Home Rule Charter of the City of Joplin, Missouri, the Council retains the authority to abolish the functions, powers and duties of Boards and Commissions and transfer to another board or to a department of the city government.

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

Section 1. The City of Joplin, Missouri, hereby dissolves the Building Trades Board.

Section 2. 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 3. This ordinance shall be effective twenty (20) days after its passage.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-009 - AN ORDINANCE dissolving the Board of Health and transferring any remaining functions, powers, or duties to the Health Department and the City Manager.

MEETING DATE
September 15, 2025

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
Council Bill No. 2025-009

REVIEWED BY
Director of Public Health, Ryan Talken; City Attorney Peter Edwards; and City Manager Nicholas Edwards.

SUMMARY
This council bill dissolves the Board and transfers any remaining duties to the Health Department and City Manager.

BACKGROUND
Health practices have become standardized and there is significant oversight from the State of Missouri. This board has historic quorum issues and difficulty appointing certain required members (two physicians and one veterinarian). This board last convened in 2021 as it had no quorum and had no necessary functions. The adoption of any annual health program is ultimately approved by the Council.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be approved on First Reading.

COUNCIL BILL NO. 2025-009 ORDINANCE NO. _____

AN ORDINANCE dissolving the Board of Health and transferring any remaining functions, powers, or duties to the Health Department and the City Manager.

WHEREAS, the Board was established in 1954 when there was little in the way of state and federal regulation of public health services and programs; and

WHEREAS, health practices have become standardized and there is now significant oversight from the state, as well as federal regulations; and

WHEREAS, the functions of the Board have been replaced over time by the Director of the Health Department and Health Department staff, such that any duties of the Board have become obsolete; and

WHEREAS, the dissolution of the Board of Health will improve the efficiency of the City;

WHEREAS, pursuant to Section 15.16 of the Home Rule Charter of the City of Joplin, Missouri, the Council retains the authority to abolish the functions, powers and duties of Boards and Commissions and transfer to another board or to a department of the city government.

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

Section 1. The City of Joplin, Missouri, hereby dissolves the Board of Health.

Section 2. 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 3. This ordinance shall be effective twenty (20) days after its passage.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-010 - AN ORDINANCE dissolving the Solid Waste Advisory Commission and transferring any remaining functions, powers, or duties to the Public Works Department and the City Manager.

MEETING DATE
September 15, 2025

ORIGINATING DEPARTMENT
Public Works

ATTACHMENTS
Council Bill No. 2025-010

REVIEWED BY
Director of Public Works, Dan Johnson; City Attorney Peter Edwards; and City Manager Nicholas Edwards.

SUMMARY
This council bill dissolves the Commission and transfers any remaining duties of the Solid Waste Advisory Commission to the Public Works Department. Any matters concerning procedures or practices that involve the collection, storage and disposal of solid waste generated within the city limits have been transferred to a third party or city staff, such that the Commission has no useful function.

BACKGROUND
The Solid Waste Advisory Commission has become an unnecessary entity that has historically been difficult to find members. Staff have taken over any advisory role needed, as they are much better situated to advise Council on trash collection and recycling. The trash collection is handled by a third party, and requires little oversight. Council ultimately approves that contract.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be approved on First Reading.

COUNCIL BILL NO. 2025-010 ORDINANCE NO. _____

AN ORDINANCE dissolving the Solid Waste Advisory Commission and transferring any remaining functions, powers, or duties to the Public Works Department and the City Manager.

WHEREAS, trash collection has not been a function handled by the City in many years and is now handled solely by a third party; and

WHEREAS, the original functions of the Commission have been replaced over time by the Public Works Department, such that duties of the Commission have become obsolete; and

WHEREAS, the dissolution of the Solid Waste Advisory Commission will improve the efficiency of the City; and

WHEREAS, pursuant to Section 15.16 of the Home Rule Charter of the City of Joplin, Missouri, the Council retains the authority to abolish the functions, powers and duties of Boards and Commissions and transfer to another board or to a department of the city government.

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

Section 1. The City of Joplin, Missouri, hereby dissolves the Solid Waste Advisory Commission.

Section 2. 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 3. This ordinance shall be effective twenty (20) days after its passage.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-136 – Agreement with G&G Construction Company, Inc**.** for the Miscellaneous WWTP Improvements 2025.

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB2025-136 Ordinance, Agreement, Bid Summary, Location Maps

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 between the City of Joplin and G&G Construction Company, Inc. for the Miscellaneous WWTP Improvements 2025 in the amount of One Million Seven Hundred Seven Thousand Two Hundred and 00/100 DOLLARS ($1,707,200.00).

BACKGROUND
During the 2025 budget process, seven priority projects were identified at both the Turkey Creek WWTP and the Shoal Creek WWTP that would address infrastructure rehabilitation or replacement and safety concerns in FY2025. These projects include replacement of belt filter press controls; repair of concrete filter walls; repair of trusses; and replacement of waste gas burner at the Turkey Creek plant. Replacement of primary clarifier mechanisms; grit collector drive and grit auger wear bars; and boiler control system at the Shoal Creek plant. In accordance with the City of Joplin's procurement policies, a request for proposals for the Miscellaneous WWTP Improvements 2025 was advertised in The Joplin Globe on August 6th, 2025 and bids were received by the city on September 3rd, 2025. A total of 3 bids were received, with G&G Construction Company, Inc. being the lowest responsive bidder.

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

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

BID SUMMARY

PROJECT: Miscellaneous WWTP Improvements 2025

DATE OF BID OPENING: September 3rd, 2025 @ 10:00 am

CONTRACTOR	BID
G&G Construction Co. Inc.	$ 1,707,200.00
Goins Enterprises, Inc.	$ 1,880,424.00
KAJACS Contractors, Inc.	$ 2,800,00.00
Engineer's Estimate	$ 1,900,000.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND G&G CONSTRUCTION COMPANY, INC.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: G&G Construction Company, Inc. Address: 641 E. Java Street Carthage, MO 64836	
Attention: Mr. Chad Weller – Director of Public Works Operations		Attention: Curtis Garner	
Department: Public Works		Phone: 417-358-7898	Fax: 417-358-7699
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: Miscellaneous WWTP Improvements 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:

MISCELLANEOUS WWTP IMPROVEMENTS 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 within **370** 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 $1,707,200.00 conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of **$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 One Million Seven Hundred Seven Thousand Two Hundred and 00/100 ($1,707,200.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

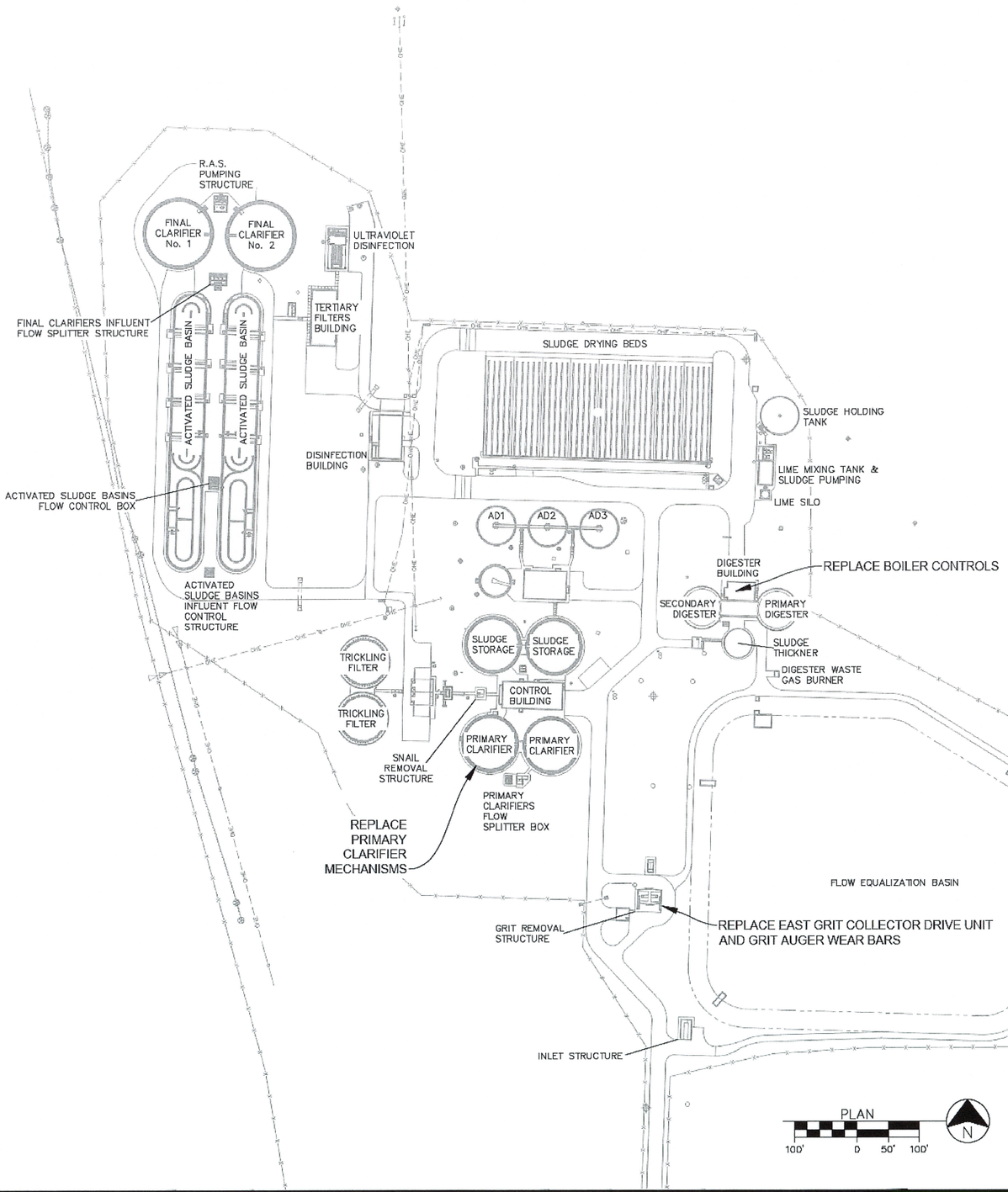
Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\MISC WWTP IMPROVEMENTS 2025\DRAWINGS\3 SHOAL CREEK SITE PLAN.DWG



CIVIL ENGINEER: ROBERT D. SELL
LICENSE NO. PE-2020000085

STATE OF MISSOURI
ROBERT D. SELL
NUMBER PE-2020000085
7/31/25
PROFESSIONAL ENGINEER

Joplin MWTP Misc. 2025

Know what's below. Call before you dig.

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7288

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CERTIFICATE OF AUTHORITY
MISSOURI NO. 000427

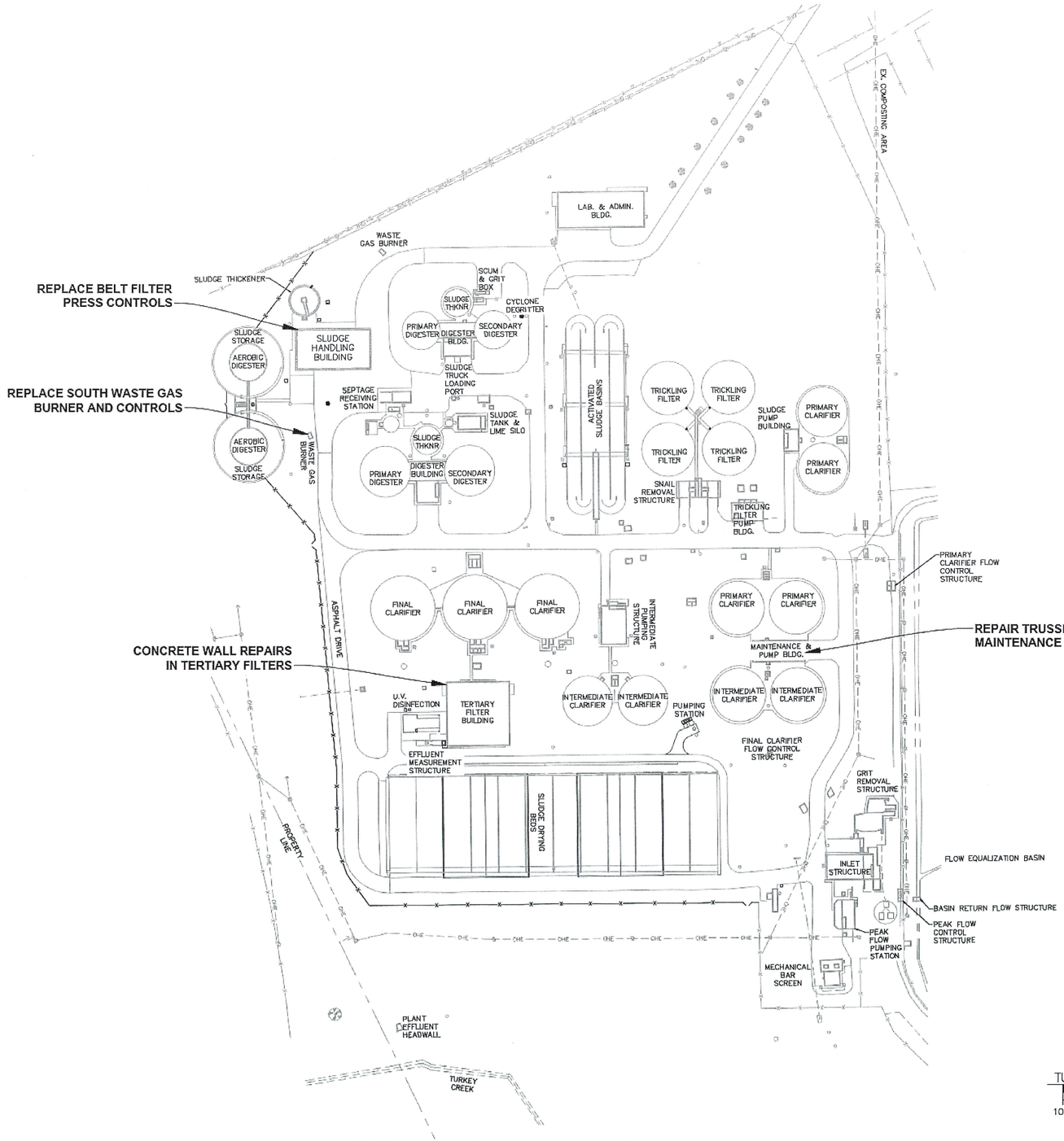
REV DATE:	REVISION:

DWN BY:	WBW
CKD BY:	RDS
APD BY:	RDS
DATE:	07-31-2025

MISC. WASTEWATER TREATMENT PLANT IMPROVEMENTS 2025
SHOAL CREEK WASTEWATER TREATEMENT PLANT
SHOAL CREEK SITE PLAN

DWG. NO. 3

Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\MISC WWTP IMPROVEMENTS 2025\DRAWINGS\100 TURKEY CREEK SITE PLAN.DWG



CIVIL ENGINEER: ROBERT D. SELL
LICENSE NO. PE-2020000085

Joplin WWTP Misc. 2025
STATE OF MISSOURI
ROBERT D. SELL
NUMBER PE-2020000085
7/31/25
PROFESSIONAL ENGINEER

Know what's below. Call before you dig.

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
DEPT OF PUBLIC WORKS
DIVISION OF ENGINEERING

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

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MISC. WASTEWATER TREATMENT PLANT IMPROVEMENTS 2025
TURKEY CREEK WASTEWATER TREATMENT PLANT
TURKEY CREEK SITE PLAN

DWG. NO.
100

COUNCIL BILL NO. 2025-136 **ORDINANCE NO.**

AN ORDINANCE approving an agreement with the G&G Construction Company Inc. in the amount of One Million Seven Hundred Seven Thousand Two Hundred and 00/100 DOLLARS ($1,707,200.00) for the Miscellaneous WWTP Improvements 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and G&G Construction Company Inc. in the amount of One Million Seven Hundred Seven Thousand Two Hundred and 00/100 DOLLARS ($1,707,200.00) for the Miscellaneous WWTP Improvements 2025 on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of October 7, 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. 2025-136 **ORDINANCE NO.**

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-137 – Agreement with G&G Construction Company Inc. for the Turkey Creek WWTP Aeration Renovation 2025.

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB2025-137 Ordinance, Agreement, Bid Summary, 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 will approve an agreement between the City of Joplin and G&G Construction Company, Inc for the Turkey Creek WWTP Aeration Renovation 2025 in the amount of Two Million Six Hundred Ninety-Four Thousand Two Hundred One and 14/100 DOLLARS ($2,694,201.14).

BACKGROUND
During the sewer rate study process priority projects were identified and included in the sewer capital improvement program schedule. Replacement of failing aeration equipment in the oxidation basins at the Turkey Creek WWTP was included in FY2025. The oxidation basins provide biological treatment of wastewater. The existing brush rotors introduce air and thereby dissolved oxygen into the water. Dissolved oxygen in the water is required to support the micro-organisms that treat the wastewater. Some of the aging rotors are inoperable and cannot be repaired. All the rotors have exceeded their useful life expectancy. Replacing the rotors with a diffused air system will provide the required air in a more efficient manner. Two of the twelve brush rotors were replaced with a diffused air system in 2023 providing plant personnel an opportunity to work with this type of equipment. It has proven to be reliable and efficient as anticipated, thus, the remaining ten brush rotors will be replaced with diffused air as a part of this project. In accordance with the City of Joplin's procurement policies, a request for proposals for the Turkey Creek WWTP Aeration renovation 2025 project was advertised in the The Joplin Globe on August 6th, 2025 and bids were received by the city on September 4th, 2025. A total of 3 bids were received, with G&G Construction Company, Inc. being the lowest responsive bidder.

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

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

BID SUMMARY

PROJECT: Turkey Creek WWTP Aeration Renovation 2025

DATE OF BID OPENING: September 4th, 2025 @ 10:00 am

CONTRACTOR	BID
G&G Construction Company Inc.	$ 2,694,201.14
Goins Enterprises Inc.	$3,240,822.00
KAJACS Contractors, Inc.	$3,690,000.00
Engineer's Estimate	$ 3,800,000.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND G&G CONSTRUCTION CO. INC.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: G&G Construction Company, Inc. Address: 641 E. Java Street Carthage, MO 64836	
Attention: John Cruz		Attention: Curtis Garner	
Department: Public Works		Phone: 417-358-7898	Fax: 417-358-7699
Phone: 417.624.0820 ext. 1584	Fax: 417.624.4620	Project: 2025 Turkey Creek WWTP Aeration Renovation	

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

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

2025 TURKEY CREEK WWTP AERATION RENOVATION

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within **365** calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of **$2,694,201.14** 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 **Two million, six hundred ninety-four thousand, two hundred one dollars and fourteen cents ($2,694,201.14)**, 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


W EDDY LN

COUNCIL BILL NO. 2025-137 ORDINANCE NO.

AN ORDINANCE approving an agreement with the G&G Construction Company, Inc for the Turkey Creek WWTP Aeration Renovation 2025 in the amount of Two Million Six Hundred Ninety Four Thousand Two Hundred One and 14/100 DOLLARS ($2,694,201.14) for the Turkey Creek WWTP Aeration Renovation 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and G&G Construction Company, Inc for the Turkey Creek WWTP Aeration Renovation 2025 in the amount of Two Million Six Hundred Ninety Four Thousand Two Hundred One and 14/100 DOLLARS ($2,694,201.14) for the Turkey Creek WWTP Aeration Renovation 2025 on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of October 7, 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. 2025-137 **ORDINANCE NO.**

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-141 -- Issuance of Purchase Order to Tri-State Truck Center, Inc., for purchase of a 2025 Mack GR64F Chassis with mDRIVE transmission.

MEETING DATE
September 15th, 2025

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2025-141, Sales Quotation from Tri-State Truck Center, Inc., (Sourcewell Contract #032824-MAK)

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

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Tri-State Truck Center, Inc., (Sourcewell Contract #032824-MAK) in the amount of One Hundred Fifty-Three Thousand Three Hundred Ninety-Nine and 00/100 Dollars ($153,399.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE transmission.

BACKGROUND
The Sewer Treatment Division Biosolid Hauling/Application program is in the process of transitioning the fleet of haulers from 18-wheel tanker semis to 10-wheel tandem axle trucks. This transition is necessary due to the reduced size of acreages participating in the biosolids application program and the difficulty in hiring Class A CDL drivers. These factors, along with the age and condition of the current fleet, led the Public Works Sewer Treatment Division to request approval to purchase a new 4400 Gallon Sludge Hauler to replace a 2002 model 6000-gallon semi during the FY 2024-2025 Budget process. To obtain the best pricing Department staff used the competitively bid government Sourcewell contract #032824MAK with Tri-State Truck Center, Inc., to purchase a suitable replacement for the semi-truck. The 2025 Mack GR64F meets the future requirements of the Sewer Treatment Division Biosolid Hauling/Application Program. This is a cab and chassis only. The tank will be purchased and installed using a separate purchase order. This purchase was included in the FY 2024-2025 budget.

FUNDING SOURCE
This is included in the FY 2025 budget in the Sanitary Sewer Fund

RECOMMENDATION
Staff recommends approval of Council Bill 2025-141 on 1st reading.

City of Joplin Mo

3457 West Eddy Lane

Sourcewell Member Number # 032824-MAK.

Attn: C.L Brodie

August 14, 2025

Tri State Truck Center is pleased to submit the following proposal for the purchase of (1) Mack GR64F chassis with mDRIVE transmission. We thank you for your consideration and time with this opportunity.

- Sourcewell member price: $151,958.00 chassis only
  - Sourced Good: PDI $1,441.00

➢ Total price per unit: $153,399.00

Thank you for your consideration,

Jake Simmons | Sales Consultant

Tri-State Truck Center

Accepted by:

_____ Date: 09-05-2025

CUSTOMER PROPOSAL

MACK®



PREPARED FOR

JOPLIN
3457 West Eddy Lane
JOPLIN
MO 648017758

DATE

8/14/2025

PREPARED BY

TRI-STATE TRUCK CENTER, INC
3100 DAVIS BLVD
JOPLIN
MO 64804

QUOTE INFORMATION

TRIST2025000119C483
GRANITE 64FR
Qty: 1

TRI STATE TRUCK CENTER℠



TECHNICAL SPECIFICATION

GRANITE 64FR

MODEL DEFINING			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	PB100K	PRICE BOOK LEVEL	2026A Pricebook	0	0
S	LAX05X	VOLTAGE	ELECTRICAL SYSTEM 12 VOLT	0	0

APPLICATION PACKAGES			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	MPK07K	CHASSIS CONFIGURATION PACKAGE	ONEBOX EATS, LH BATTERY BOX, 6.6 GALLON (25L) SLEEVED DEF, 22" SLEEVED LH FUEL TANK	0	0

CUSTOMER/VEHICLE INFO			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	002EF2	CHASSIS (BASE MODEL)	GRANITE 64FR	4,853	1,764
	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
S	013001	TYPE OF SERVICE	COMMERCIAL	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
	MBT01T	EMISSION WARRANTY CERTIFICATION	EPA (only) for Mack MP7 / MP8 Diesel	0	0
	694DDD	Order Subject to Meeting All Mack Policies, Terms and Conditions,	Including but not Limited to Applicable CARB and/or Section 177 States' Regulation requirements	0	0
	M84025	INTENDED REGISTRATION LOCATION	MISSOURI	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
	5FFA1X	BRAND ORNAMENT	BULLDOG, GOLD	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0
S	DHX10X	ROAD CONDITION	WELL MAINTAINED SURFACED ROADS >95% DRIVING DISTANCE	0	0
	0051K5	VEHICLE USE & BODY/TRAILER TYPE	VACUUM TRUCK	0	0
	2KEZ1X	TRAILER TYPE	WITHOUT TRAILER TYPE	0	0
S	DKX99X	GROSS COMBINATION WEIGHT (CA in PC29 only)	TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED	0	0
S	7OBB1X	BRAKE REGULATION	BRAKE REGULATION, STOPPING DISTANCE 94M (310FT)	0	0
	QCXB1X	TOPOGRAPHY	GRADES <6% GREATER THAN 98% OF DRIVING DISTANCE MAX GRADE 16%	0	0
S	E1BD1X	AMBIENT TEMP UPPER LIMIT	AMBIENT TEMPERATURE HOT. WARMER THAN 104 F (40 C) ALLOWED UP TO 25 HOURS PER YEAR	0	0
S	032A89	OPERATING TERRAIN GRADE CONDITIONS	ON-OFF HIGHWAY, STARTING GRADES<18%	0	0
S	033A10	LOADING SURFACE FACTOR	CONCRETE LOADING AND / OR UNLOADING SURFACE	0	0
	0342A2	VEHICLE VOCATION	CONSTRUCTION SERVICE	0	0
	0260H6	SALES PROMOTION	SOURCEWELL SALES PROGRAM	0	0

ENGINE/TRANSMISSIONS			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	100450	ENGINE / MOTOR	MP8-445C MACK 445HP @ 1400-1700 RPM (PEAK) 2100 RPM (GOV) 1850 LB-FT, US'21	2,108	530
S	3GCB1X	GHG APPLICATION, VEHICLE	GREEN HOUSE GAS VOCATIONAL APPLICATION	0	0
	1360Z6	TRANSMISSION	MACK TMD12AFO-HD mDRIVE HD 12 SP-(OVERDRIVE)	503	168
S	V4EZ9X	GEARBOX 12TH GEAR LOCK-OUT	WITHOUT 12TH GEARBOX GEAR LOCK-OUT	0	0

TECHNICAL SPECIFICATION *(cont.)*

		EXHAUST/EMISSIONS	DESCRIPTION	WEIGHT (LB) FRONT	REAR
	Z8FT1X	NOX LIMITS	CARB LEGACY / EPA (200MG/HP/HR), 50 State Idle Compliance	0	0
S	Y7BC1X	IDLE EMISSION LABEL LOCATION (CA in PC29 only)	IDLE EMISSION LABEL LOCATION, LOWER LH CORNER OF DRIVER DOOR	0	0
S	DPF04F	DPF DIESEL PARTICULATE FILTER	CLEARTECH ONE BOX E.A.T.S. RH SIDE UNDER CAB US17 / US21	0	0
S	MCF07F	CHASSIS MOUNTED EMISSIONS FINISH	W/O DEF COVER & PAINTED DPF COVER	0	0
S	DF10O1	DIESEL EXHAUST FLUID TANK	6.6 GALLON (25 L) 22" LEFT SIDE FUEL TANK MTD	89	31
	130AD7	EXHAUST	SINGLE VERTICAL RIGHT SIDE CAB MOUNTED, LOWER VENTURI DIFFUSER, TURNED END	-35	-17
	KRXAPX	EXHAUST STACK HEIGHT	9' 6" FROM GROUND	0	0
S	Q0AA1X	EXHAUST - BRIGHT FINISH	W/O BRIGHT FINISH EXHAUST	0	0
	78AAAX	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2025	0	0

		ENGINE EQUIPMENT	DESCRIPTION	WEIGHT (LB) FRONT	REAR
S	125045	AIR CLEANER	UNDER HOOD SINGLE ELEMENT DRY TYPE W/AIR INTAKE FROM BOTH SIDES OF HOOD	0	0
S	121AA5	BUG SCREEN	BLACK ALUMINUM BUG SCREEN MOUNTED BEHIND GRILLE, WITHOUT WINTER FRONT COVER	0	0
S	1130G3	AIR COMPRESSOR/DRYER	WABCO HEATED SS-HP AIR DRYER W/ WABCO 636 (37.4 CFM) AIR COMPRESSOR	0	0
S	KOXA1X	AIR DRYER POSITION (CA)	AIR DRYER POSITION STANDARD	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	16	0
S	316AA5	BATTERIES	(3) MACK 12V 760/2280 CCA THREADED STUD TYPE	7	3
S	393AA2	BATTERY BOX - MOUNTING (x)	LH RAIL UNDER CAB FORWARD OF FUEL TANK (3 BATTERY MAX)	-8	-4
S	L5XA1X	BATTERY BOX COVER	MOLDED PLASTIC	0	0
	318AA3	BATTERY DISCONNECT SWITCH	FLAMING RIVER BIG SWITCH WIRED TO POSITIVE SIDE	3	0
	NCXD1X	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)	31	0
	110AA6	ENGINE BRAKE	MACK MP8 POWERLEASH	0	0
S	JMXB1X	VEHICLE/TRAILER STOP LAMP APPLICATION (CA)	VEHICLE AND TRAILER (IF APPLICABLE) STOP LAMPS ACTIVATE UPON SERVICE BRAKE APPLICATION ONLY(3899000)	0	0
S	J2EAAX	ENGINE BRAKE ACTIVATION	ENGINE BRAKE ACTIVATION, BASIC	0	0
S	118AB8	FAN DRIVE	BEHR FAN AND ELECTRONIC MODULATING VISCOUS FAN DRIVE	0	0
S	119AI9	COOLANT PROTECTION	ETHYLENE GLYCOL FULLY FORMULATED COOLANT (50/50 MIX DYED PINK) TO -34DEG, W/ FILTER	0	0
	H9XK1X	RADIATOR TYPE	RADIATOR, CORE AREA W/O FEPTO 1345sq in (86sq dm), CORE AREA W/ FEPTO 1296sq in (83sq dm)	0	0
S	124AA3	HOSES - RADIATOR/HEATER	MACK EPDM RADIATOR & HEATER HOSES	0	0
S	293043	FUEL-WATER SEPARATOR	MACK W/MANUAL DRAIN VALVE V2 (INTEGRAL W/ PRIMARY FUEL FILTER)	0	0
S	MBXA1X	RELOCATE FUEL FILTER (CA)	STANDARD FUEL FILTER POSITION	0	0
S	MCA04A	ENGINE HEATERS	120v 1500w BLOCK HEATER ONLY	0	0
	5NXA1X	ENGINE BLOCK HEATER	120V 1500W ENGINE BLOCK HEATER	5	0
	MAH01I	PLUG QUANITY & TYPE	SINGLE (1) 120V-15A PLUG	0	0
S	QHXC1X	OIL SUMP	OIL PAN	0	0
S	2YBZ1X	EMERGENCY ENGINE STOP (CA)	WITHOUT ENGINE STOP, EMERGENCY	0	0

		CLUTCH/TRANS EQUIPMENT	DESCRIPTION	WEIGHT (LB) FRONT	REAR
S	49200B	GEAR SHIFTER	MACK mDRIVE-PREMIUM SHIFTER	0	0

TECHNICAL SPECIFICATION *(cont.)*

	CLUTCH/TRANS EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	133AC7	CLUTCH	ZF/SACHS SINGLE PLATE 17" (430MM) ORGANIC MATERIAL	0	0
S	MCB05B	CLUTCH ACTUATION SYSTEM & PEDAL PAD	WITHOUT CLUTCH CABLE SYSTEM	0	0
S	195045	DRIVELINE - MAIN	MERITOR RPL35, WITH CROSS SERRATED YOKE (PROPS-XL)	20	45
S	204014	DRIVELINE - INTERAXLE	MERITOR RPL25	0	36
S	76AXAX	DRIVESHAFT MAIN U-JOINT	UNIVERSAL JOINT CROSS SERRATED YOKE (where applicable)	0	0
S	8WAAAX	DRIVESHAFT INTERAXLE U-JOINT	HALF-ROUND UNIVERSAL JOINT	0	0
S	4LDA1X	TRANSMISSION OUTPUT TORQUE	TRANSMISSION OUTPUT TORQUE BASIC	0	0
S	7RXD1X	LUBRICANTS, TRANSMISSION	75W - 90 (SYNTHETIC LUBRICANT)	0	0
S	139049	TRANSMISSION OIL COOLER	MACK mDRIVE TRANSMISSION OIL COOLER MOUNTED LH SIDE OIL TO WATER COOLER	0	0
	3IAA2X	GRADE GRIPPER	GRADE GRIPPER	0	0

	FRONT AXLE EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	240AA3	FRONT AXLE	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	428	0
	244AB4	SPRINGS - FRONT	MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	27	0
	241081	BRAKES - FRONT	MERITOR "S" CAM TYPE 16.5" x 6" Q+	29	0
	U3XC9X	BRAKE DRUMS - FRONT	BRAKE, FRONT, DRUM LIGHT WEIGHT TRUTURN	0	0
S	UDXA1X	DUST SHIELDS - FRONT	DUST SHIELDS FOR FRONT AXLE	5	0
	U0AA1X	SLACK ADJUSTERS - FRONT	HALDEX - AUTOMATIC	0	0
	V7AB1X	BRAKE CHAMBERS - FRONT	FRONT BRAKE CHAMBER MANUFACTURER, HALDEX	0	0
	0KXA1X	HUBS - FRONT	FERROUS	157	0
S	61500A	FRONT AXLE LUBRICANT	FRONT AXLE LUBE, FAG NLGI2 GREASE	0	0
S	1KAA1X	SHOCK ABSORBERS - FRONT	DOUBLE ACTING TYPE	0	0
	245AB0	STEERING	SHEPPARD SD110 + HD94	206	0

	REAR AXLE EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	2680D8	REAR AXLE	46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING	0	1,447
S	6MAA1X	WIDE TRACK AXLE OPTION	W/O WIDE TRACK AXLE	0	0
S	617003	DRIVE AXLE LUBRICANT	DRIVE AXLE LUBE, SHELL 75W90 SYNTHETIC OIL	0	0
S	01800R	CARRIER - REAR AXLE	150/151 SERIES (Tandem Mack Rear Axles up to 150,000lb GCW)	0	0
	254016	TRACTION DIFFERENTIAL	MACK INTERWHEEL POWER DIVIDER (LIMITED SLIP DIFFERENTIAL)	0	0
S	3LAC1X	POWER DIVIDER LOCKOUT	INTERAXLE POWER DIVIDER LOCKOUT, W/BUZZER & LIGHT	0	40
	TAXAWX	REAR AXLE RATIO	4.19 RATIO	0	0
	1860J6	REAR SUSPENSION	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, STANDARD DUTY	0	1,930
	XZXA1X	TRUNNION BUSHING	BRONZE	0	36
S	GWXABX	BOGIE SPREAD, REAR	50" AXLE SPACING (BOGIE WHEELBASE)	0	34
	2AAABX	SHOCK INSULATORS	URETHANE SHOCK INSULATORS, HEAVY DUTY, HIGHLY RECOMMENDED W/SS582 & SS652 REAR SUSP	0	5
S	XYXB1X	TRANSVERSE TORQUE RODS	TRANSVERSE TORQUE ROD (REAR AXLE ONLY)	0	0
S	237037	AUX.SPRING BRAKE QTY	AUX SPRING BRAKE QTY, 4 CHAMBERS	0	20
S	253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+ (Total for QTY = 2)	0	-35
	U4XA2X	BRAKE DRUMS - REAR	MERITOR "MACHINE-TO-BALANCE" FULL CAST	0	5

TECHNICAL SPECIFICATION *(cont.)*

	REAR AXLE EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	U1AA1X	SLACK ADJUSTERS - REAR	HALDEX - AUTOMATIC (Total for QTY = 2)	0	0
	V1AB1X	REAR BRAKE CHAMBER SIZE	REAR SPRING BRAKE CHAMBERS 30/30 TYPE	0	0
	N5FAJX	BRAKE ORI REAR-MOST DRIVE AXLE	DRUM BRAKE CHAMBER ORIENTATION: High Mount - Rear of Axle - Chamber Down	0	0
S	300AS0	PARKING BRAKE CHAMBER	HALDEX "GOLD SEAL PLUS" (3" STROKE) BRAKE CHAMBERS (Total for QTY = 2)	0	0
S	0LXI5X	HUBS - REAR	IRON PRESET REAR HUB W/INTEGRATED SPINDLE NUT	0	318
	9GAABX	ABS SENSOR/CHANNEL OPTION	6S/6M SYSTEM SENSING BOTH REAR AXLES W/WHEEL END SENSORS	5	0
S	6980C8	ANTILOCK BRAKE SYSTEM	MACK ROAD STABILITY ADV.BENDIX ABS/ATC/RSA W/YAW CNTRLW/MUD/SNOW SW; REQ-TRUCK APPL 6S6M	0	0
S	URXD1X	AIR SYSTEM VALVE VENDOR	BENDIX SWITCHES AND VALVES WHERE POSSIBLE	0	0
S	H9CA1X	TRACTION CONTROL DISABLE (CA in PC29 only)	AUTOMATIC TRACTION CONTROL (ATC) FULL DISABLE SWITCH	0	0
S	3ZAA1X	SPRING BRAKE INVERSION VALVE	TRACTOR SPRING BRAKE INVERSION VALVE	5	0

	FRAME EQUIPMENT/FUEL TANKS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	271230	WHEELBASE	230"	157	157
	374057	AF (OVERHANG)	57"	-11	203
	MCE0CE	FRAME RAILS & LINERS	11.1 x 90 x 300mm - (0.437" x 3.54" x 11.81"); RBM 2,820,000 LB-IN	0	0
S	A0XH1X	FRONT FRAME LENGTH	FRONT FRAME LENGTH 725MM	36	-2
S	281AA5	CROSSMEMBERS	BOC AND INTERMEDIATE(S) STEEL HD BACK-TO-BACK CHANNEL	0	0
S	Q5AA1X	REAR CROSSMEMBER OPTIONS	STEEL CLOSING REAR CROSSMEMBER	-8	49
S	X6XA1X	TAPERED FRAME RAIL ENDS	WITHOUT TAPERED FRAME RAIL ENDS	0	0
	4DXP1X	FRONT BUMPER	FLUSH-STAINLESS CLAD ALUMINUM	98	-4
S	4ZAAAX	TRUNNION BRACKET	BASIC SOLUTION TRUNNION BRACKET, STD HEIGHT	0	0
	4EXF1X	TOWING DEVICE, FRONT	(2) CLEVIS	0	0
S	2RAA1X	FUEL LEVEL SENDER UNIT, LIQUID	BASIC FUEL LEVEL SENDER MOUNTED ON L.H TANK	0	0
S	288AF2	FUEL TANK - LH	66 GALLON (250 L) 22" ALUMINUM, SLEEVED D-SHAPED	142	71
S	290AA1	FUEL TANK - RH	W/O RH FUEL TANK	0	0
S	JHXB1X	FUEL LINE MATERIAL	BRAIDED HOSE	5	3
S	8520C2	FUEL FILLER NECK OPTIONS	WITHOUT FILLER NECK SCREEN, WITH NON-LOCKABLE FUEL TANK CAP	0	0
	12AA1X	FUEL SYSTEM - DUAL	W/O FUEL LINE OPTION	0	0
S	Q2AA1X	CAB ACCESS STEPS	STANDARD 2 STEP CAB ACCESS	0	0
S	223AA3	STEPS (BRIGHT) - FUEL TANK	STANDARD FINISH STEPS AND BRIGHT FINISH STRAPS	0	0

	AIR/BRAKE		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	141AA1	RELOCATE AIR RESERVOIRS	W/O RELOCATED AIR TANKS	0	0
S	UWXC1X	AIR TANK DRAIN VALVE	MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS	0	0
S	U2XB1X	AIR TANK MATERIAL & FINISH	STEEL AIR TANK PAINTED CHASSIS COLOR	0	0
S	3MBA1X	PARK BRAKE ALARM	ALARM TO SOUND WHEN DRIVER DOOR OPENED & PARKING BRAKE NOT ON	0	0
S	1JAAAX	PARKING BRAKE VALVE	SINGLE VALVE SYSTEM	0	0

TECHNICAL SPECIFICATION *(cont.)*

	ELECTRICAL		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	3120A2	ROOF & SIDE MARKER LIGHTS	(5) TRUCKLITE CHROME BULLET ROOF MARKER & STANDARD MARKER / DIRECTIONAL SIGNAL	0	0
S	LJXCAX	HEADLAMP BULB TYPE	HEADLAMP BULB TYPE, LED, HEATED	0	0
S	LSXJ7X	DAYTIME RUNNING LIGHTS	W/OVERRIDE SWITCH, PARK BRAKE & ENGINE RUNNING ACTIVATED	0	0
S	X2AA1X	DRL OVERRIDE SPEED THRESHOLD	DRL OVERRIDE SPEED THRESHOLD 8 KMPH (5 MPH)	0	0
S	NEXC1X	TAIL LAMPS	INCANDESCENT TAIL LAMPS	0	7

	TRAILER CONNECTIONS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	WGXB1X	HAND CONTROL VALVE	W/O HAND CONTROL VALVE	-6	0
S	3SAZ1X	TRAILER CONNECTORS HOLDER	OMIT TRAILER CONNECTORS HOLDER	3	0

	PTO		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	189AA6	TRANSMISSION MOUNTED PTO	PTRD-F, Single RH: SAE 1350/1410 Flange (Outer)	36	9
	D4AB1X	AMT/AUTOMATIC TRANS PTO FUNCT.	TRANSMISSION PTO FUNCTIONS ENHANCED	0	0
S	B83083	BODY BUILDER INTERFACE	BODY LINK III W/CAB PASS-THRU	5	5

	SPECIALTY EQUIPMENT		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	MCQ01Q	LANE SUPPORT SYSTEM (LSS)	WITHOUT LANE SUPPORT SYSTEM	0	0
S	2PEZ1X	DATA CAPTURE	WITHOUT DATA CAPTURE	0	0
S	1PAZ1X	SURVEILLANCE CAMERA OPTIONS (CA)	WITHOUT CAMERA	0	0

	CAB INTERIOR (A THRU G)		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	198048	SPEEDOMETER -&- GAUGES - UNIT(s) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0
	E1AAAX	GAUGE OIL TEMP-REAR AXLE	REAR AXLE OIL TEMP GAUGE IN DID (DRIVER INFORMATION DISPLAY)	0	0
S	4AXC1X	CLIMATE UNIT	ELECTRONIC CONTROLLED CLIMATE CONTROL AIR CONDITION	0	0
S	EEXA1X	CUPHOLDER	CUPHOLDER	0	0
S	I0XAHX	DOME LAMP, INTERIOR	(4) DOME LAMPS - DOOR AND SWITCH ACTIVATED	0	0
S	3XAA1X	DASH INDICATOR - LAMP BODY OUT OF POS	DASH MTD, INDICATOR BODY/HOIST UP "BODYBUILDER LAMP"	0	0
	7860E6	FIRE EXTINGUISHER	5LB (ABC RATED) MOUNTED BETWEEN DRIVER SEAT BASE AND DOOR VALVE AIMED REARWARD	9	0
S	184AA2	FLOOR COVERING	POLYURETHANE FLOOR MAT WITHOUT REMOVABLE INSERTS	0	0

	CAB INTERIOR (H THRU R)		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	C52082	INSTRUMENT CLUSTER LANGUAGE	DEFAULT: ENGLISH, SPANISH, FRENCH	0	0
S	20XA1X	KEY TYPES FOR DOORS	ALL CHASSIS KEYED AT RANDOM	0	0
S	13AA1X	KEYLESS ENTRY	W/O ELECTRONIC KEYLESS ENTRY	0	0

TECHNICAL SPECIFICATION *(cont.)*

		CAB INTERIOR (H THRU R)	DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	E3XD1X	OVERHEAD CONSOLE	(2) STORAGE COMPARTMENTS AND NET RETAINERS W/CENTER MOUNTING FOR CB PROVISIONS	0	0
S	1740D4	RADIO/RADIO ACCOMMODATION	PREMIUM STEREO, AM/FM, MP3, WEATHER BAND, BLUETOOTH	0	0
S	73AC1X	RADIO - ANTENNA	RADIO ANTENNA, CAB MOUNTED BEHIND LH DOOR	0	0
	5BXC3X	RADIO ANTENNA - CB	PREP KIT FOR MOUNTING ON LT SIDE MIRROR (W/O ANTENNA)	3	0
S	0LAA1X	AUDIO SHUTOFF	AUTO SHUTOFF FOR RADIO ENTERTAINMENT SYSTEM WHEN VEHICLE IS ENGAGED IN REVERSE	0	0
S	1WAB1X	RADIO - BINDING POSTS FOR CB	POWER LEADS (5-WAY BINDING POSTS FOR CB RADIO) IN HEADER CONSOLE	0	0
S	5CXB2X	AUDIO SPEAKER LOCATION	SPEAKER LOCATION, IN DOORS, MIDDLE HIGH SIDE PANEL	0	0
S	5JXAIX	RADIO - CB RADIO MOUNTING	CB RADIO MOUNTING REINFORCEMENT IN HEADER CONSOLE	0	0
S	IFXB1X	REAR WALL STORAGE COMPARTMENT	STORAGE POUCH REAR	5	0

		CAB INTERIOR (S THRU Z)	DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	004014	INTERIOR TRIM LEVELS	COMFORT TRIM PACKAGE, STEEL GRAY (Package 11A)	0	0
	196ABQ	SEAT - DRIVER'S	MACK-AIR, HIGH BACK, 4 CHAMBER AIR LUMBAR, BOLSTER, EXTENSION	67	16
	MAP06P	SEAT COVERING - DRIVER'S	DRIVER'S SEAT - BLENDED BLACK & GREY VINYL / CLOTH MIX	0	0
S	197AA1	SEAT - PASSENGER'S	MACK-FIXED, HIGH BACK	40	9
	MAQ07Q	SEAT COVERING - PASSENGER'S	PASSENGER'S SEAT - BLENDED BLACK & GREY VINYL / CLOTH MIX	0	0
	0HAA1X	SEAT - DUST COVER(S)	SEAT, DUST COVER FOR DRIVER'S SEAT	3	0
	3PXC1X	SEAT ARM REST(S)	INBOARD MOUNTED ARM REST, DRIVER'S & RIDER'S SEAT	5	3
S	592092	SEAT BELT(S)	LAP & SHOULDER (BOTH SEATS) CAB MOUNTED SHOULDER BELT ADJUSTMENT	0	0
S	D8XC1X	SEAT BELT WARNING INDICATOR	SEAT BELT REMINDER IN INSTRUMENT, WITH AUDIO	0	0
S	2QAA1X	STARTER SWITCH	KEY TYPE	0	0
S	161011	STEERING WHEEL	2 SPOKE URETHANE GRIP, SATIN ALUMINUM SPOKES, WITH SWITCHES	0	0
S	WSXBAX	WINDSHIELD TYPE	TWO PIECE WINDSHIELD	0	0
S	145AA1	CAB GLASS	TINTED WINDSHIELD & SIDE WINDOWS & REAR WINDOW (IF EQUIPPED)	0	0
S	JQXAAX	WINDSHIELD WASHER	W/O WINDSHIELD WASHER OPTION	0	0
S	148AA3	WINDSHIELD WIPERS	2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	0	0

		CAB EXTERIOR	DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	MCY02Y	HOOD LATCH TYPE & FINISH	STRAP TYPE HOOD LATCH WITH BLACK FINISH	0	0
S	MCG0AG	EXTERIOR TRIM FINISH AND PACKAGES	GRANITE BRIGHT AIR INTAKE	0	0
S	400010	GRILLE	BLACK FINISH BARS W/BRIGHT FINISH SURROUND GRILL MOUNTED	0	0
S	MCD03D	PASSENGER SIDE VISIBILITY OPTIONS	AUXILIARY WINDOW IN RH DOOR	3	0
S	2KXB1X	FENDER EXTENSIONS	FENDER EXTENSIONS	5	0
	5870B7	GRAB HANDLES	BF EXTERIOR CAB GRAB HANDLES, BLACK GRAB HANDLE RH INTERIOR WINDSHIELD POST	0	0
S	154AA2	HORN - AIR	(1) MACK RECTANGULAR SINGLE TRUMPET	5	0
S	LXXD1X	HORN - ELECTRICAL	DUAL TONE	5	0
S	1520B2	MIRRORS - EXTERIOR	FLAT MIRROR - POLISHED ALUMINUM FINSH, W/O LAMPS	0	0
S	153AA2	MIRRORS - CONVEX TYPE CAB DOORS	BRIGHT FINISH, LH & RH, 8" DIAMETER CONVEX	0	0

TECHNICAL SPECIFICATION *(cont.)*

	CAB EXTERIOR		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	157037	SUN VISOR - EXTERIOR	SUN VISOR, EXTERIOR, STAINLESS STEEL (UNPAINTED)	9	0

	AERODYNAMIC DEVICES		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	159AA1	CAB AERODYNAMIC PACKAGES	WITHOUT CAB AERODYNAMIC DEVICES	0	0
S	MCM998	FRONT CHASSIS AERODYNAMIC PACKAGE	WITHOUT FRONT AERODYNAMIC FAIRINGS	0	0

	WHEELS & TIRES		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
	9006S0	TIRES BRAND/TYPE - FRONT	385/65R22.5 L CONTINENTAL HAC 3 (19840 lbs) (Total for QTY = 2)	340	0
	5312W1	WHEELS - FRONT	22.5x12.25 ALCOA 82462x HIGH POLISHED ALUMINUM, 5.81" OFFSET, 10 HAND HOLE (Total for QTY = 2)	133	0
	9016D1	TIRES BRAND/TYPE - REAR	11R22.5 H CONTINENTAL HDC 3 (24020 lbs) (Total for QTY = 8)	0	1,165
	34608Q	WHEELS - REAR	22.5x8.25 ALCOA 88067x HIGH POLISHED ALUMINUM, 6.60" OFFSET, 10 HAND HOLE (Total for QTY = 8)	0	318
S	15XABX	VALVE STEMS & CAPS	STANDARD VALVE STEMS AND CAPS	0	0
S	MCH03H	FRONT HUB/WHEEL TRIM	WITHOUT FRONT HUB/WHEEL TRIM	0	0
S	MCI03I	REAR HUB/WHEEL TRIM	WITHOUT REAR HUB/WHEEL TRIM (Total for QTY = 2)	0	0
S	80AA1X	WHEEL NUT & FINISH - FRONT (CA)	WHEEL NUT BASIC FINISH, FRONT	0	0
S	3PBA1X	WHEEL NUT & FINISH - REAR (CA)	WHEEL NUT BASIC FINISH, REAR	0	0

	COMMUNICATION SYSTEMS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	3YAA1X	CO-PILOT - DISPLAY FEATURES ACCESS LEVEL	CO-PILOT DISPLAY, DRIVER ACCESS LEVEL 1	0	0
S	M30060	TELEMATIC GATEWAY	TELEMATICS GATEWAY, 4G/LTE AND WLAN SYSTEM WITH DIAGNOSTIC SERVICES	0	0

	ENGINE ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	WOXA1X	SHUTDOWN-ENG.OIL PRESSURE	OIL PRESSURE, ENGINE SHUTDOWN	0	0
S	WMXA1X	SHUTDOWN-ENG.COOLANT TEMP	COOLANT TEMP, ENGINE SHUTDOWN	0	0
S	K5XA2X	ENG /OIL TEMP SHUTDOWN	ENGINE PROTECTION (SHUTDOWN)	0	0
	C7AABX	FAN ENGAGEMENT TIME-A/C	ENG FAN CONTROL, A/C ON, TIME SETTING, 60 SEC	0	0
S	K7XY1X	LOW IDLE ENGINE RPM	IDLE CONTROL, 600 RPM	0	0
S	X0AB0X	IDLE RPM UP W/LOW VOLTAGE	INCREASE 10 MINUTE MAXIMUM TIME	0	0
S	M3CA1X	IDLE S/D ABS TAMPER CHECK	IDLE SHUTDOWN ABS TAMPER CHECK, ENABLED	0	0
S	B1ACAX	IDLE S/D WARNING TIME	30 SEC IDLE S/D WARNING TIME	0	0
S	A8AALX	IDLE S/D IF WARM-UP TEMP	38C DEG (100F), WARM UP TEMP DELAY	0	0
S	A4AAEX	IDLE S/D WARM-UP TIMER	5 MIN. WARM UP TIME DELAY	0	0
S	A6AABX	IDLE S/D IF PTO ACTIVE	ENGINE IDLE SHUTDOWN TIME OVERRIDDEN IF PTO ACTIVE	0	0
S	B0AAAX	IDLE SHUTDOWN IF POWER > LIMIT	ENG IDLE SHUTDOWN TIME OVERRIDDEN IF TORQUE > THAN LIMIT	0	0
S	M4CB1X	IDLE S/D OVERIDE %ENGINE LOAD	IDLE SHUTDOWN OVERIDE UPTO 20% ENGINE LOAD THRESHOLD	0	0
S	D2AAFX	AMBIENT TEMP MIN TRESHOLD	AMBIENT TEMP MIN TRESHOLD, 16 DEG C, (60 DEG F)	0	0
S	D3AAEX	AMBIENT TEMP MAX TRESHOLD	AMBIENT TEMP MAX TRESHOLD, 27 DEG C, (80 DEG F)	0	0

TECHNICAL SPECIFICATION *(cont.)*

	ENGINE ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	B3ABAX	EHT, MAX ROAD SPEED	ELECTRONIC HAND THROTTLE, MAX ROAD SPEED, 16 KMH (10 MPH)	0	0
S	B6ABAX	EHT, MAX ENG SPEED	ELECTRONIC HAND THROTTLE, MAX ENGINE SPEED, 1000 RPM	0	0
S	B4ADAX	EHT, MIN ENG SPEED	ELECTRONIC HAND THROTTLE, MIN ENGINE SPEED, 700 RPM	0	0
S	B9AABX	EHT, SPEED RAMP RATE	ELECTRONIC HAND THROTTLE, SPEED RAMP RATE, 100 RPM/SEC	0	0

	TRANSMISSION ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	M050U5	TRANSMISSION DRIVE MODE PACKAGES, mDRIVE	mDRIVE- ENHANCED CONSTRUCTION - ECON, PERF, & PERF+ DRIVE MODES, MANUAL RETURN (premium)	0	0
S	6SAA1X	mDRIVE MACKCELLERATOR	MACKCELLERATOR ENABLE	0	0
S	779001	TRANSMISSION ELECTRONICS PACKAGE	W/O ELEC TRANS PACKAGE OPTION (all non-Allison transmissions)	0	0
	B1EA1X	TRANSM AUTO NEUTRAL ON P-BRAKE	mDRIVE TRANSMISSION PARK BRAKE AUTO NEUTRAL	0	0
S	MAV01V	TRANSMISSION ELECTRONIC SHIFTING PROPERTIES	W/O ALLISON FUELSENSE 2.0 PROGRAMMING	0	0

	VEHICLE ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	JCXE6X	ROAD SPEED LIMIT (RSL)	105 KM/H ROAD SPEED LIMITER (65MPH)	0	0
S	Y3CC1X	PEDAL SPEED LIMITER	101 KM/H PEDAL ROAD SPEED LIMITER (63MPH)	0	0
S	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	JFXLLX	CRUISE CONTROL, MAX SPEED	MAX CRUISE, 105 KPH (65 MPH)	0	0
S	E3AACX	CRUISE CONTROL MIN SPEED	MIN CRUISE, 32 KPH (20 MPH)	0	0
S	E4AAAX	CRUISE RESUME WITH CLUTCH	CRUISE RESUME WITH CLUTCH	0	0
S	E5AACX	ENG BRAKE ENGAGE IN CRUISE	ENG BRK ENGAGE IN CRUISE, 3 MPH, ABOVE SET SPEED	0	0
	L2CB1X	PDLO ENGAGED VLS	POWER DIVIDER LOCK OUT (PDLO) ROAD SPEED LIMIT 24KMH (15MPH)	0	0
	Q6FZ1X	DIFF LOCK SPEED LIMIT	WITHOUT DIFFERENTIAL LOCK ROAD SPEED LIMIT	0	0
S	W5BA1X	MAXIMUM ENG SPEED AT 0 MPH	1000 MAXIMUM ENGINE SPEED AT 0 MPH	0	0
S	A4BAAX	SPEED SENSOR TAMPERING DETECTION	DETECTION OF SPEED SENSOR TAMPERING, ENABLE	0	0
S	8RXAEX	PWR.LIMIT LVL.-MPH SENSOR	ENG TORQUE LIMITED TO 50%, IF SPEED SENSOR TAMPER DETECTED	0	0
S	0PAZ1X	DRIVER PERFORMANCE & BONUS PARAMETERS	WITHOUT DRIVER PERFORMANCE PARAMETERS	0	0
S	G5AAHX	DATAMAX ENGINE OVERSPEED-COMPANY	ENGINE OVERSPEED, ALL CONDITIONS, TIME LOG IF ABOVE 2200 RPM	0	0
S	G2AAGX	DATAMAX ENGINE OVERSPEED-FUEL	ENGINE OVERSPEED, FUELED, TIME LOG IF ABOVE 2100 RPM	0	0
S	G4AAUX	DATAMAX VEHICLE OVERSPEED-ALL	VEHICLE OVERSPEED,ALL COND, TIME LOG IF ABOVE 75MPH (121KMH)	0	0
S	G3AAPX	DATAMAX VEHICLE OVERSPEED-FUEL	VEHICLE OVERSPEED, FUELED, TIME LOG IF ABOVE 70MPH (113KMH)	0	0
S	G1AABX	DATAMAX IDLE LOG DELAY	ENGINE IDLE DELAY TO START LOG, 2 MIN	0	0
S	W9A01X	PERIODIC TRIP LOG DAY OF MONTH	PERIODIC TRIP LOG, DAY 1 OF THE MONTH	0	0

	PTO ELECTRONICS		DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	Y9CR1X	TRANS PTO1 SPLITTER RANGE	PTO1 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED	0	0
S	Z1CR1X	TRANS PTO2 SPLITTER RANGE	PTO2 FOR SPLITTER RANGE - KEYPAD REMOTE CONTROLLED	0	0
S	F3AAEX	PTO1 SINGLE SPEED CONTROL RPM.	PTO 1ST, SINGLE SPEED SETTING, 1000 RPM	0	0

TECHNICAL SPECIFICATION *(cont.)*

PTO ELECTRONICS			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	F5AABX	PTO 1ST, MAX ROAD SPEED	1ST PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	F6AABX	PTO 1ST, SPEED RAMP RATE	PTO 1ST, SPEED RAMP RATE 100 RPM/SEC	0	0
S	F7AAPX	PTO 1ST, MAX ENGINE SPEED	PTO 1ST, MAX ENGINE SPEED, 2100 RPM	0	0
S	F8AAGX	PTO 1ST, ROAD SPEED LIMIT	PTO 1ST, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	F9AABX	PTO 1ST, MINIMUM ENGINE SPEED	PTO 1ST, MINIMUM ENGINE SPEED, 600 RPM	0	0
S	H6AAEX	PTO 2ND, SINGLE SPEED SETTING	PTO 2ND, SINGLE SPEED SETTING, 1000 RPM	0	0
S	H0AABX	PTO 2ND, MAX ROAD SPEED	2ND PTO, MAX ROAD SPEED, 10 MPH (16 KPH)	0	0
S	G9AABX	PTO 2ND, SPEED RAMP RATE	PTO 2ND, SPEED RAMP RATE 100 RPM/SEC	0	0
S	H7AANX	PTO 2ND, MAX ENGINE SPEED	PTO 2ND, MAX ENGINE SPEED, 2100 RPM	0	0
S	H5AAGX	PTO 2ND, ROAD SPEED LIMIT	PTO 2ND, ROAD SPEED LIMIT, 97 KMH (60 MPH)	0	0
S	G8AABX	PTO 2ND, MINIMUM ENGINE SPEED	PTO 2ND, MINIMUM ENGINE SPEED, 600 RPM	0	0

PAINT			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	950AD0	PAINT DESIGN	SINGLE COLOR	0	0
S	924014	PAINT TYPE	SOLID PAINT	0	0
S	944AA7	PAINT COLOR - FIRST COLOR	MACK WHITE; P9188	0	0
S	945998	PAINT COLOR - SECOND COLOR	NO SECOND TRUCK COLOR PROVIDED; NO COLOR	0	0
S	946998	PAINT COLOR - THIRD COLOR	NO THIRD TRUCK COLOR PROVIDED; NO COLOR	0	0
S	996AA3	PAINT - CAB PAINT SYSTEM	PAINT - CAB, URETHANE CLEAR COAT	0	0
S	MPB944	CAB COLOR	SAME AS FIRST COLOR - CAB	0	0
S	MPD944	HOOD COLOR	SAME AS FIRST COLOR - HOOD	0	0
S	MPC998	SLEEPER ROOF COLOR	WITHOUT SLEEPER ROOF COLOR	0	0
S	MPA998	ROOF FAIRING COLOR	WITHOUT ROOF FAIRING	0	0
S	95103K	CHASSIS RUNNING GEAR	MACK BLACK (60 GLOSS); 250-12370	0	0
	958028	BUMPER	W/O OPTIONAL BUMPER PAINT	0	0
S	959019	FUEL TANK - ***NO INVENTED VARIANTS ALLOWED in the FUEL TANK PAINT FAMILY***	W/O OPTIONAL FUEL TANK PAINT	0	0
S	962032	HUBS & DRUMS-FRONT	SAME AS CHASSIS RUNNING GEAR	0	0
S	963033	HUBS & DRUMS-REAR	SAME AS CHASSIS RUNNING GEAR	0	0

CALCULATED CODES - KAX			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	9JXA1X	PROPCALC SELECTION	YES, THE ORDER MUST BE CALCULATED	0	0

BASE WARRANTY & PURCHASED COVERAGES			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	898003	VEHICLE WARRANTY TYPE	HEAVY DUTY WARRANTY CLASSIFICATION	0	0
S	M50030	BASIC CHASSIS COVERAGE	HEAVY DUTY STANDARD BASE COVERAGE 12 MONTHS/100,000 MILES (161,000 KM)	0	0
	M8301T	EMISSION - SURCHARGE	EPA (only) for Mack MP7 / MP8 Diesel	0	0
S	M51021	ENGINE WARRANTY	MACK MP7/MP8 BASE ENGINE COVERAGE 24 MONTHS / 250,000 MILES (402,000KM)	0	0
S	M52022	EMISSION COMPONENT COVERAGE	US and CANADA EQUIPPED VEHICLE EMISSION COMPONENTS COVERAGE 60 MONTHS/100,000 MILES (161,000 KM)	0	0

TECHNICAL SPECIFICATION *(cont.)*

BASE WARRANTY & PURCHASED COVERAGES			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	M54104	TRANSMISSION WARRANTY	36 MONTHS: STANDARD mDRIVE HD TRANSMISSIONS HEAVY DUTY WARRANTY	0	0
S	M550G7	CARRIER & AXLE HOUSING WARRANTY	STANDARD MACK HEAVY DUTY COVERAGE 60 MONTHS / 500,000 (804,672 KM)	0	0
S	M56026	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 12 MONTHS UNLIMITED MILEAGE	0	0
S	M57027	CHASSIS TOWING WARRANTY	STANDARD NORMAL / HEAVY DUTY CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0
S	M58028	ENGINE TOWING WARRANTY	STANDARD MACK ENGINE TOWING COVERAGE 24 MONTHS/250,000 MILES (402,000 KM)	0	0

CONNECTED SERVICES			DESCRIPTION	WEIGHT (LB) FRONT	WEIGHT (LB) REAR
S	S03011	MACK INTEGRATED UPTIME	MACK INTEGRATED UPTIME - 24 MONTHS	0	0
	S04011	MACK CONNECT LOCATION & REPORTING	MACK CONNECT LOCATION & REPORTING - 24 MONTHS	0	0
S	S05010	FLEET INTEGRATION	WITHOUT FLEET INTEGRATION	0	0
S	S06400	PARTNERED SERVICES	NO PARTNERED SERVICES PROVIDED	0	0

	FRONT	REAR
FRONT / REAR AXLE WEIGHTS (LB)	9518	8347
TOTAL WEIGHT (LB)	17865	

PERFORMANCE - PREDICTOR

Inputs Required	DWGRef	Inputs	UOM
Vehicle Type		Aero Muscle Hood - Roof Fairing (0.60)	MPH
Performance Level		>67 MPH / >108KPH	MPH
Frontal Area		110.0	FEET²
Accessory Power Loss		11.0	HP

VEHICLE SPECIFICATION SUMMARY		
Model		GRANITE 64FR
Gross Combination Weight		TRUCK ONLY - NO TRAILER TOWING PROVISIONS PROVIDED
Vehicle Application		ON-OFF HIGHWAY, STARTING GRADES<18%
Body/Trailer Type		
Loading/Unloading Surface Type		CONCRETE LOADING AND / OR UNLOADING SURFACE
Engine		MP8-445C MACK 445HP @ 1400-1700 RPM (PEAK) 2100 RPM (GOV) 1850 LB-FT, US'21
Peak Power	HP	445.0 @ 1400 - 1700
Peak Torque	Newton Meters	2508 @ 1000
Transmission		MACK TMD12AFO-HD mDRIVE HD 12 SP-(OVERDRIVE)
Rear Axle		46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING
Rear Axle Ratio		4.19
Rear Tire		11R22.5 H CONTINENTAL HDC 3 (24020 lbs)
Tire Revolutions per	Mile	493
Total Reduction		3.27

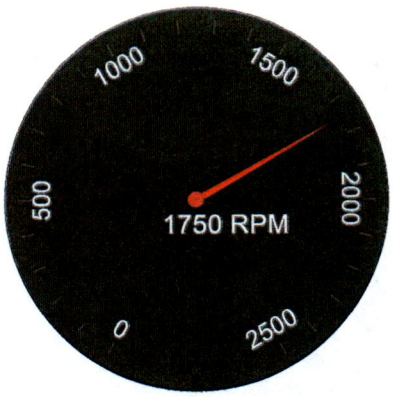
CALCULATED PERFORMANCE SUMMARY					
	Speed	UOM	RPM	Desired / Recommended Value	Status
Engine RPM @ 65 MPH	65.2	MPH	1750		
Engine RPM @ Desired Cruise Speed	65.2	MPH	1750	1100 - 1300 rpm	CHECK!
Engine RPM @ Road Speed Limit (RSL)	65.2	MPH	1750	< 2100 rpm	OK
Sweet Spot Cruise Speed Range in Top Gear	41.0 - 48.5	MPH	1100 - 1300		
Top Gear Speed Range	37.3 - 78.3	MPH	1000 - 2100	65.2 MPH	OK
Minimum Practical Speed In Reverse	1.3	MPH	600		
Maximum Practical Speed in Reverse	4.4	MPH	2100		
Minimum Practical Speed In Lowest Forward Gear	1.5	MPH	600		
Maximum Practical Speed In Lowest Forward Gear	5.2	MPH	2100		

	Concrete / Asphalt	UOM		
Wheel HP Required at (65 MPH) Cruise Speed	226.3 / 248.2	HP		
Wheel HP Required at (75 MPH) Road Speed Limit	226.3 / 248.2	HP		
Wheel HP Required at (92 MPH) Top Speed	338.4 / 365.7	HP		

PERFORMANCE - PREDICTOR *(cont.)*

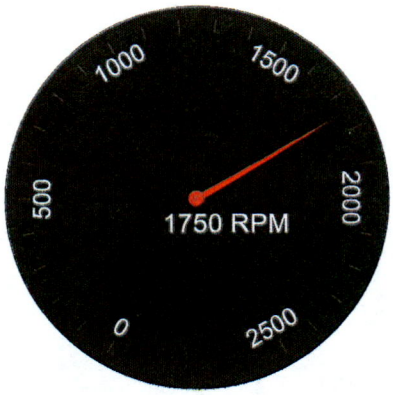
VEHICLE SPECIFICATION SUMMARY			
Gradeability		**Recommended Min. Gradeability in Top Gear**	
Maximum in Top Gear (Concrete)	3.6%	0.0%	OK
Maximum in Top Gear (Asphalt)	3.4%	0.0%	OK
Startability		**Recommended Min. Startability**	
In Lowest Gear	36.7%	18.0%	OK
Loading/Unloading Surface Type	CONCRETE LOADING AND / OR UNLOADING SURFACE		
		Recommended Speed on 1.5% Grade	
Speed on a 1.5% Grade (Concrete)	66.2 MPH	>67 MPH	CHECK!
	@1775 rpm in 12th gear	PL5	
Suggested Value for Gear Down Vehicle Speed	RSL - 10		
Driveability Rating	**Status**		
100% Max Power available after shift	Acceptable		
>95% Very Good >90% Acceptable			
Performance Level	**Recommended Speed on 1.5% Grade**	**Min. Gradeability in Top Gear**	
PL5 - High Performance	>67 MPH	1.9%	
PL4 - Performance	61 - 67 MPH	1.7%	
PL3 - Economy	54 - 60 MPH	1.5%	
PL2 - Fleet / Construction	47 - 53 MPH	1.3%	
PL1 - Heavy Haul	40 - 46 MPH	1.1%	

RPM at 65 MPH





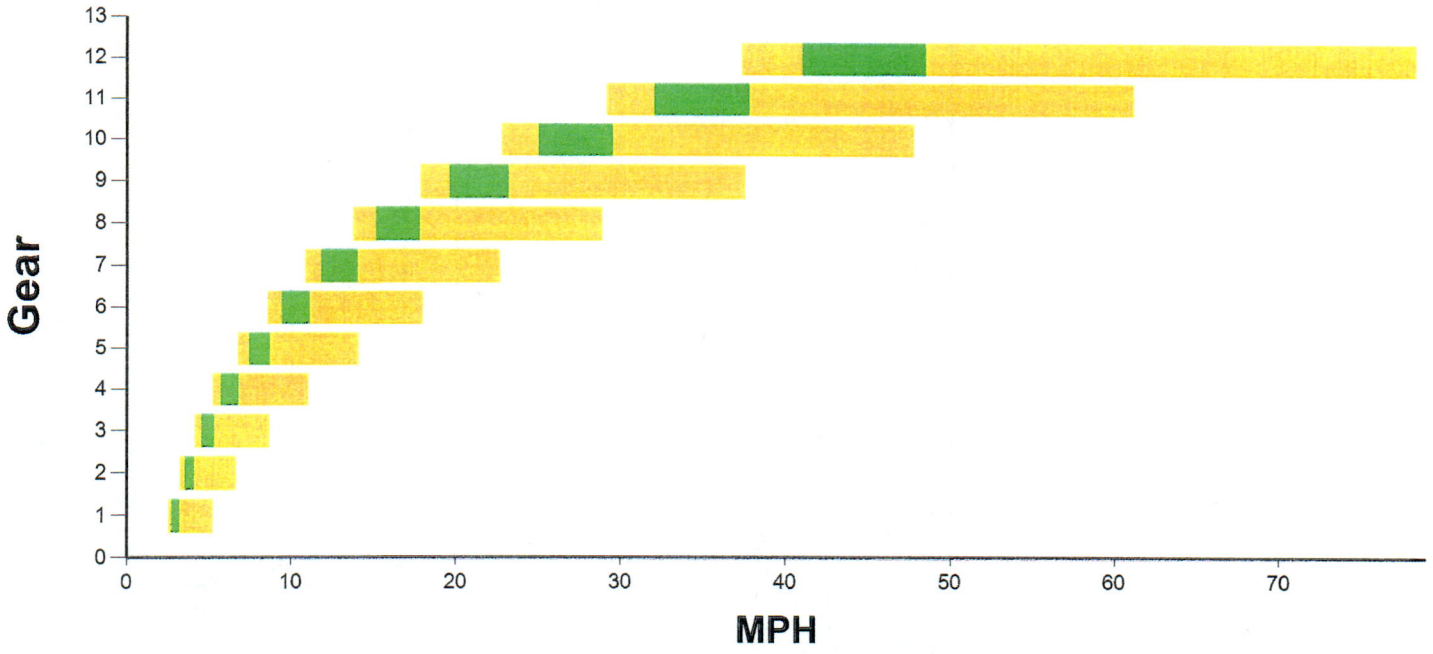
RPM at Cruise Speed



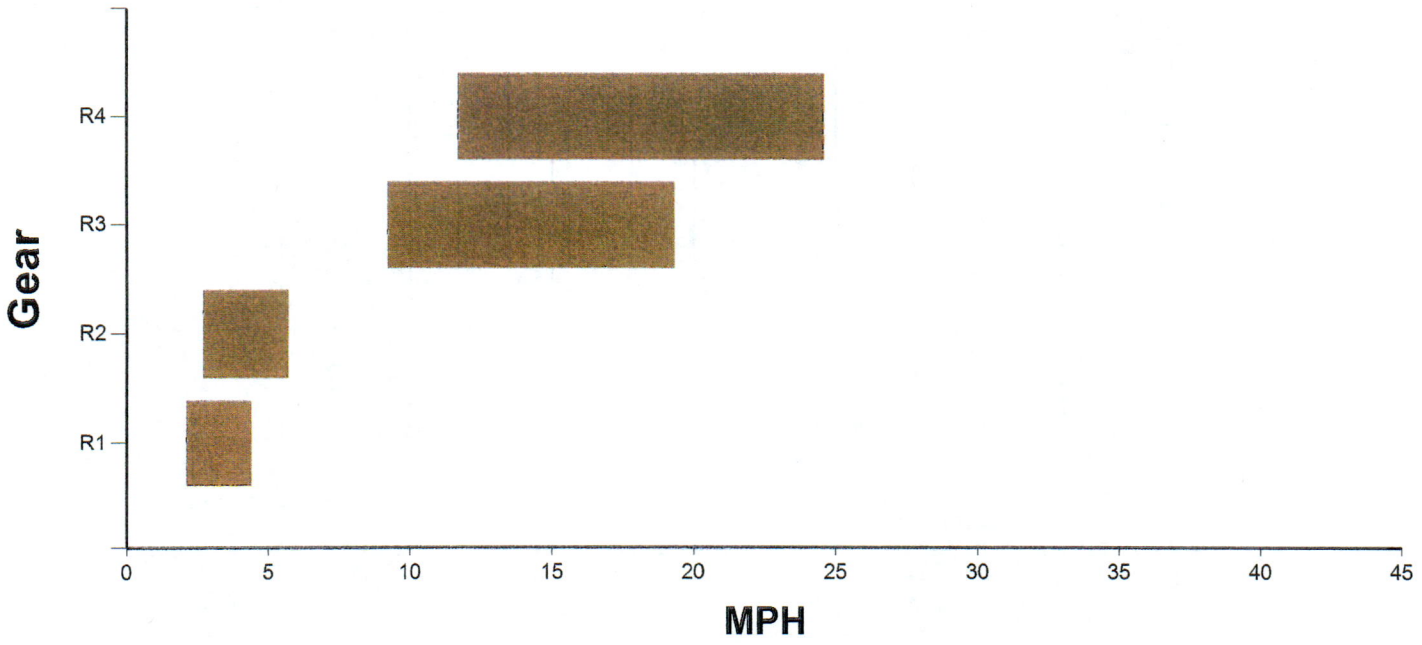


	MPH	RPM
Minimun of Engine Range	37.3	1000.00
Minimum of Economy Range	41.0	1100.00
Cruise Speed	65.2	1750.12
Maximum of Economy Range	48.5	1300.00
Road Speed Limit	65.2	1750.12
Maximum of Engine Range	78.3	2100.00

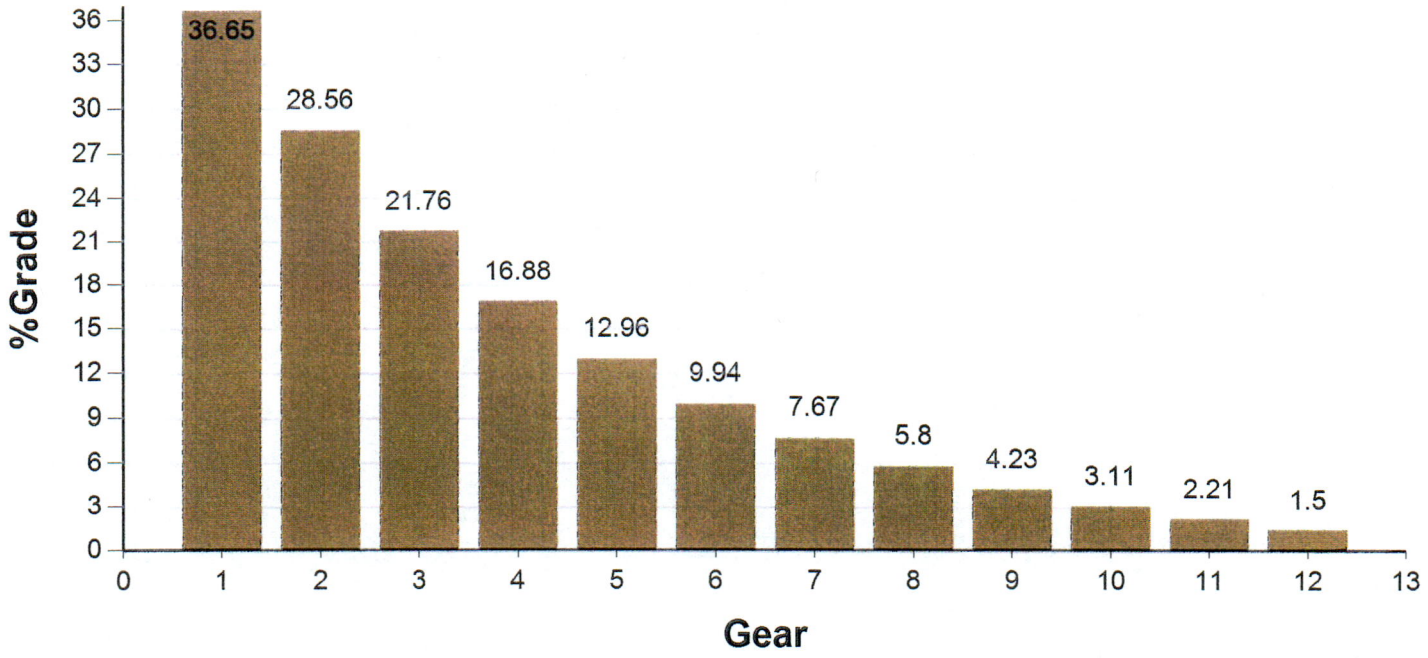
Forward Geared Speed



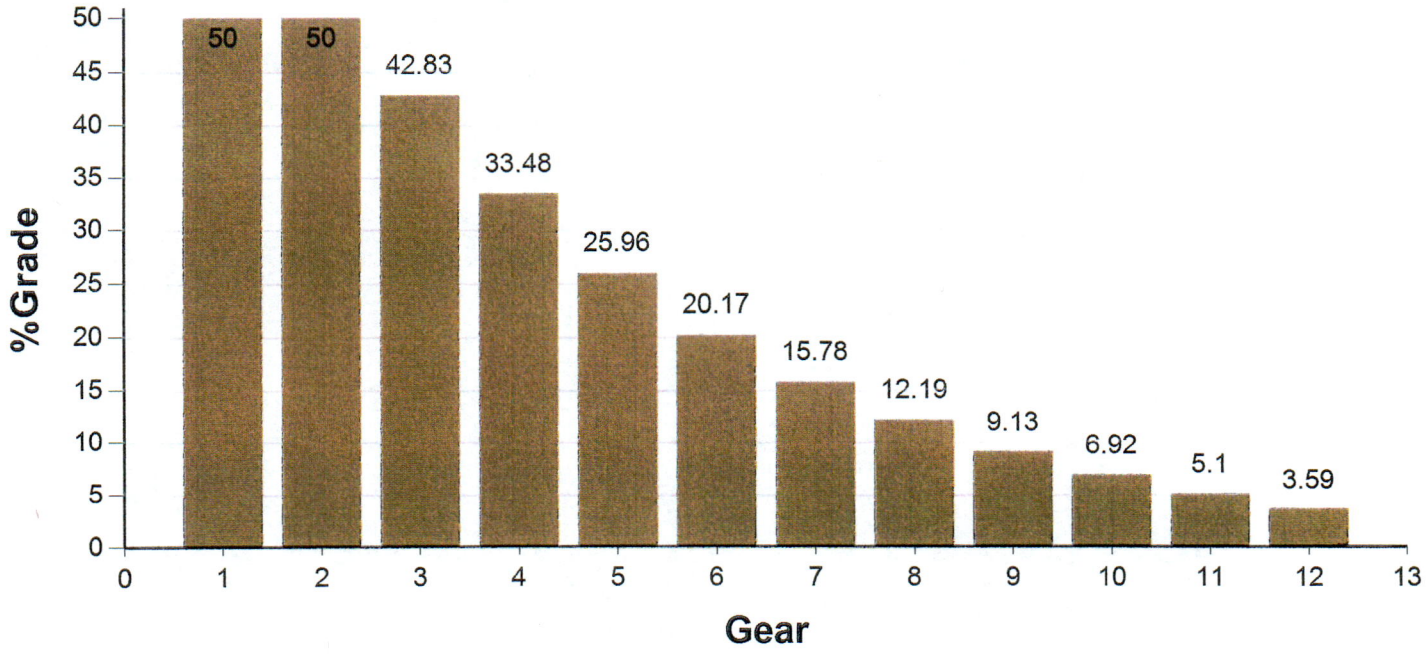
Reverse Geared Speed



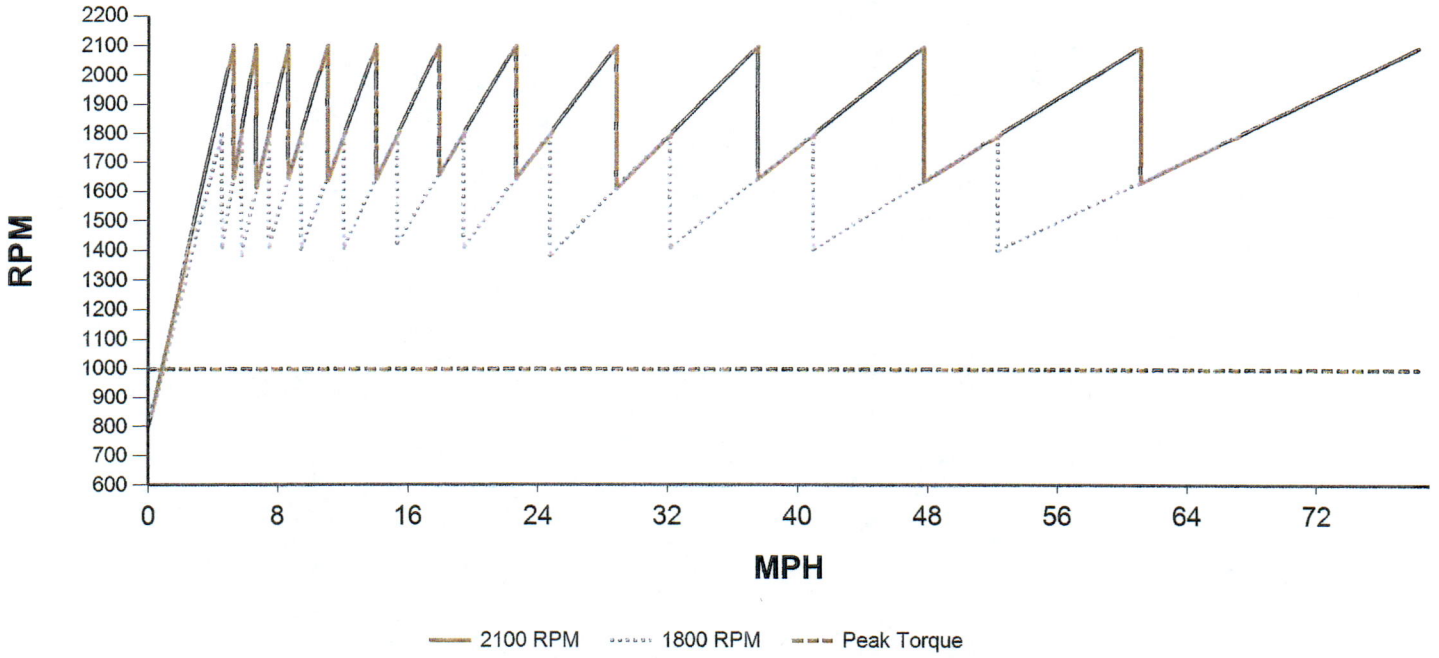
Startability



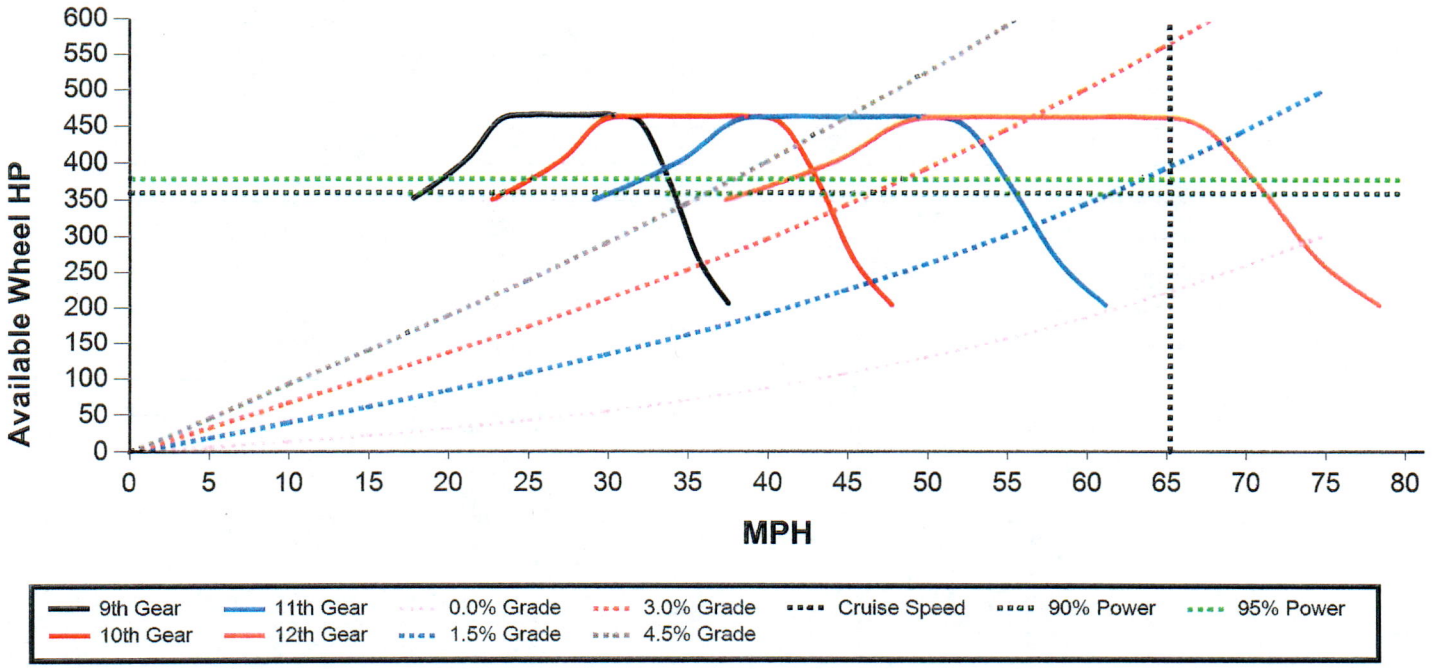
Gradeability at Max Torque



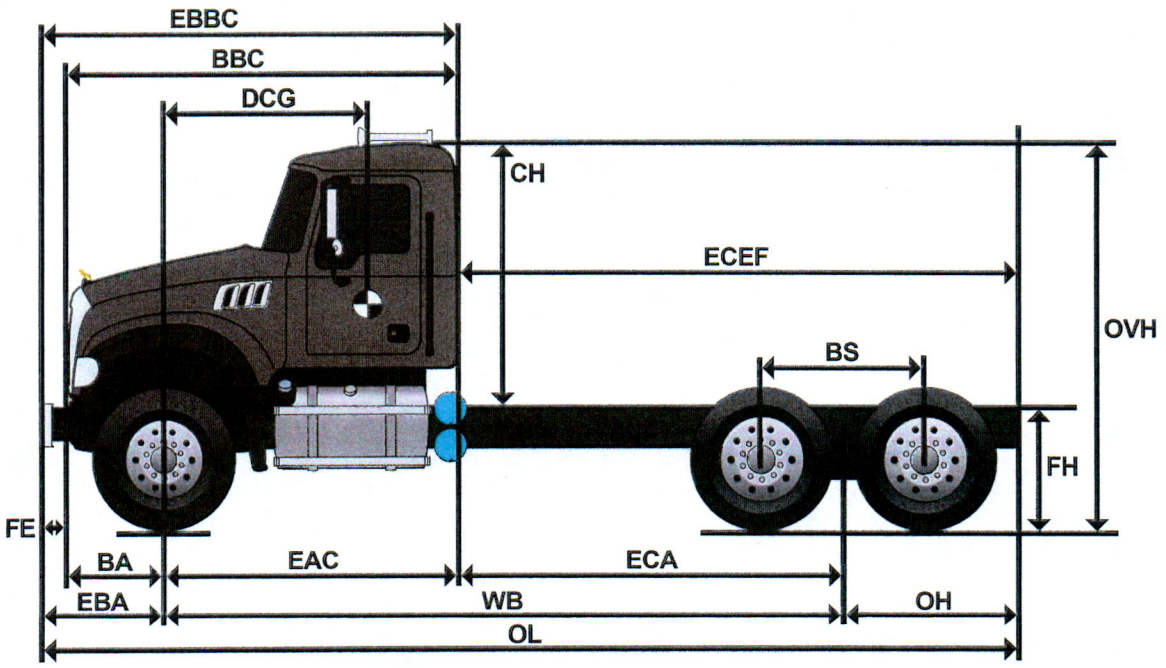
Shift Chart



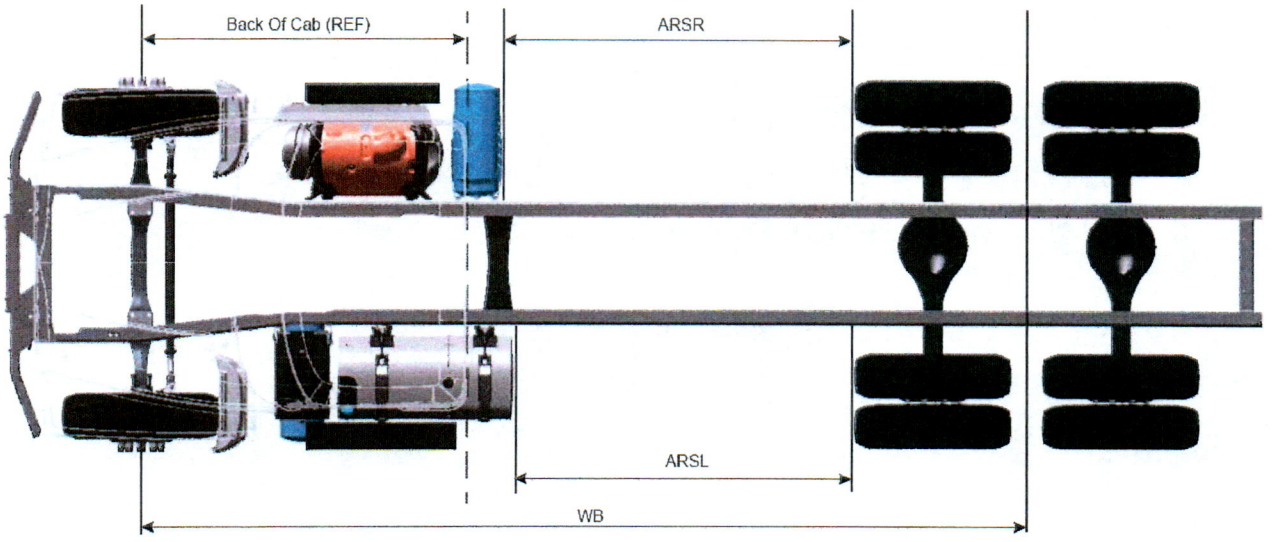
Horsepower VS. Speed



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
Front Frame Extension	**FE**	0.0	INCHES
Bumper to Front Axle	**BA**	29.0	INCHES
Eff. Bumper to Front Axle	**N/A**	29.0	INCHES
Wheelbase	**WB**	230.1	INCHES
Rear Overhang	**OH**	57.5	INCHES
Overall Length	**OL**	316.6	INCHES
Bumper to Back of Cab	**BBC**	116.5	INCHES
Eff. Bumper to Back of Cab	**EBBC**	116.5	INCHES
Eff. Cab to Rear Axle	**ECA**	142.6	INCHES
Eff. Front Axle to Back of Cab	**EAC**	87.5	INCHES
Eff. Cab to End of Frame	**ECEF**	200.1	INCHES
Unladen Frame Height	**FH**	44.6	INCHES
Cab Height	**CH**	70.9	INCHES
Overall Height	**OVH**	118.5	INCHES
Driver CG	**DCG**	70.9	INCHES
50" AXLE SPACING (BOGIE WHEELBASE)	**BS**	50.0	INCHES

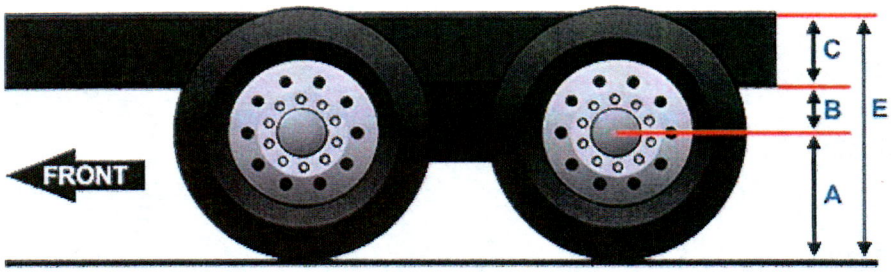


VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Description	Sales Code	Dwg Ref	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	230.1	230.1
Available Rail Space Right	N/A	ARSR	N/A	98.7
Available Rail Space Left	N/A	ARSL	81.6	N/A
Eff. Front Axle to Back of Cab	N/A	REF	87.5	87.5
Front Axle To Fender	CDX23X	N/A	35.4	35.4
Cleartech One Unit	DPF04F	N/A	0.0	50.0
Battery Box	393AA2	N/A	15.0	0.0
66 GALLON (250 L) 22" ALUMINUM, SLEEVED D-SHAPED / W/O RH FUEL TANK	288AF2 / 290AA1	N/A	44.6	0.0
Ad-Blue Tank	DF10O1	N/A	7.5	0.0
Drive Tire Radius	9016D1	N/A	21.1	21.1

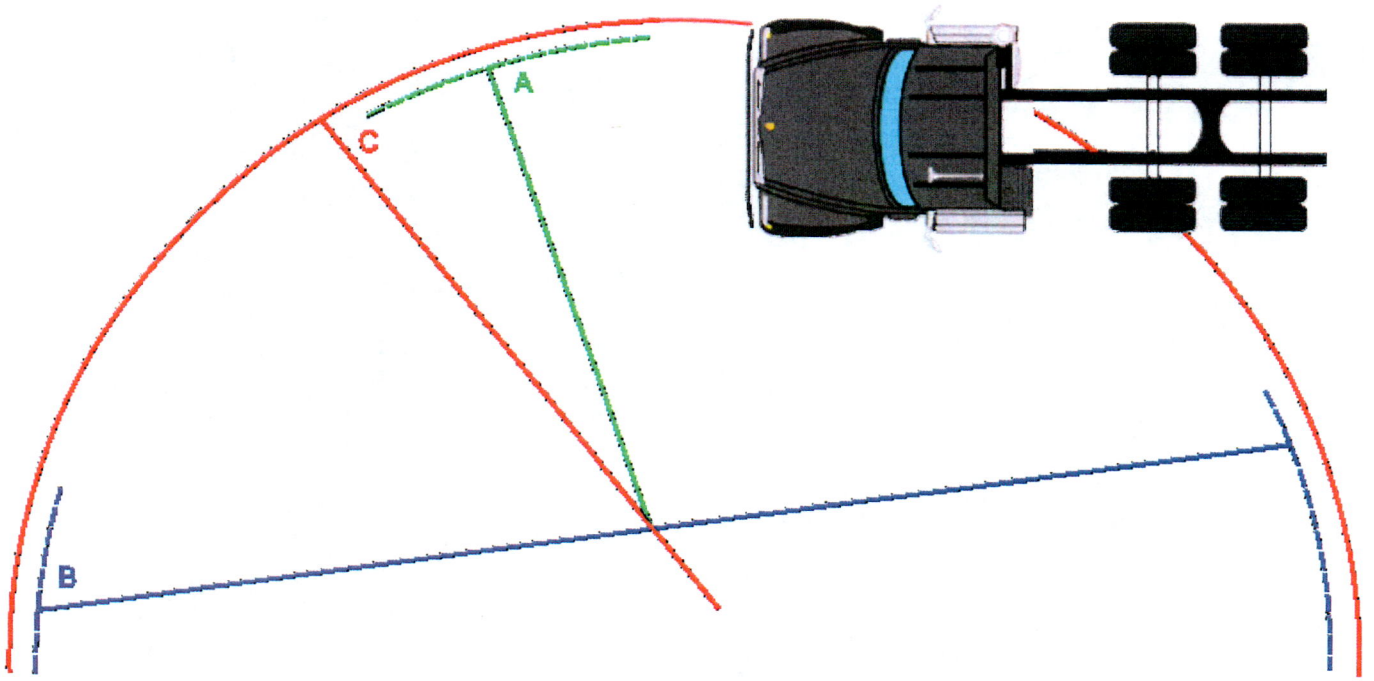


Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY					
			Rear		
Description	Sales Code	Dwg Ref	Unladen	Laden	UOM
Tire Radius	9016D1	**A**	21.1	19.9	INCHES
Suspension Height	1860J6	**B**	11.7	8.7	INCHES
Frame Depth	YBXGAX	**C**	11.8	11.8	INCHES
Total Height	N/A	**E**	44.6	40.4	INCHES



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY			
Description	Dwg Ref	Length	UOM
SAE Turning Radius	A*	36.1	FEET
Adjusted Turning Radius	A	40.3	FEET
Curb-to-Curb Diameter	B	81.9	FEET
Wall-to-Wall Diameter	C	88.2	FEET



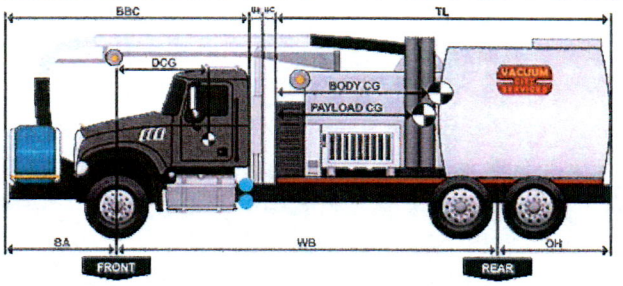
Tests have shown that the true location of the turning center is further to the rear than midway between drive axle sets (where applicable)

The actual location of the turning center depends on:

- Whether the drive tire equipment is single or dual.
- The overall load distribution for the vehicle (front/rear, between drive axles) in a loaded condition
- Manufacturing tolerances within the steering components

Inputs Required	DWGRef	Inputs	UOM
Driver(s) & Equipment Weight		201	LB
Total Body Length	TL	16.4	FEET
Body Tare Weight		3501	LB
Front of Body to Body CG	BODY CG	96.0	INCHES
Additional Clearance from Back of Exhaust to Front of Body	BC	6.0	INCHES

VEHICLE SPECIFICATION SUMMARY				
Description	Description	Dwg Ref	Length	UOM
Bumper to Front Axle	N/A	BA	29.0	INCHES
Wheelbase	N/A	WB	230.1	INCHES
Rear Overhang	N/A	OH	57.5	INCHES
Bumper to Back of Cab	N/A	BBC	116.5	INCHES
BOC Exhaust Space	130AD7	N/A	0.0	INCHES
Driver CG from Front Axle	N/A	DCG	70.9	INCHES



CALCULATED PERFORMANCE SUMMARY				
Tare Weights	Front Axle	Rear Axle (s)	Total	UOM
Chassis	9518	8347	17865	LB
Driver(s) & Equipment Weight	139	62	201	LB
Fuel	309	143	452	LB
Body/Trailer	617	2884	3501	LB
Total Tare	10582	11436	22017	LB
Payloads				
First Body Payload	7723	36101	43824	LB
Total - Lift Axles Down	18304	47537	65840	LB
GAWR	19840	46001	65840	LB

VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY				
Sub-Category	Sales Code	Sales Code Description	Value	UOM
Front Axle	240AA3	20000# (9100 KG) MACK FXL20 STRAIGHT SPINDLE/UNITIZED BEARINGS	20000	LB
Front Suspension	244AB4	MACK TAPERLEAF 20000# (9100 KG) GROUND LOAD RATING, EQUAL BIAS	20000	LB
Front Tires	9006S0	385/65R22.5 L CONTINENTAL HAC 3 (19840 lbs)	19840	LB
Front Wheels	5312W1	22.5x12.25 ALCOA 82462x HIGH POLISHED ALUMINUM, 5.81" OFFSET, 10 HAND HOLE	24601	LB
		Front GAWR	19840	LB
Rear Axle	2680D8	46000# (20900kg) MACK S460R FABRICATED STEEL HOUSING	46001	LB
Rear Suspension	1860J6	SS46 MACK CAMELBACK MULTILEAF 46,000 lb, STANDARD DUTY	46001	LB
Rear Tires	9016D1	11R22.5 H CONTINENTAL HDC 3 (24020 lbs)	48041	LB
Rear Wheels	34608Q	22.5x8.25 ALCOA 88067x HIGH POLISHED ALUMINUM, 6.60" OFFSET, 10 HAND HOLE	59200	LB
		Rear GAWR	46001	LB
		Truck GVWR	65840	LB
		Gross Combination Weight Rating	0	LB
		Tax Value GVWR (USA FET Only)	66000	LB

COUNCIL BILL NO. 2025-141 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to Tri-State Truck Center, Inc., in the amount of One Hundred Fifty-Three Thousand Three Hundred Ninety-Nine and 00/100 Dollars ($153,399.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE Transmission; and, setting a date when this ordinance shall become effective.

WHEREAS, Tri-State Truck Center, Inc., holds the Sourcewell Contract #032824-MAK for the 2025 Mack GR64F.

WHEREAS, in the FY 2024-2025 budget process, Council approved and budgeted funds to cover the purchase of a replacement 4400 Gallon Sludge Hauler.

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

Section 1. That a Purchase Order to Tri-State Truck Center, Inc., in the amount of One Hundred Fifty-Three Thousand Three Hundred Ninety-Nine and 00/100 Dollars ($153,399.00) for the purchase of a 2025 Mack GR64F Chassis with mDRIVE Transmission, be and the same is, hereby approved.

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

Section 3. That the Fiscal Year 2024-2025 budget reflects an appropriation for the replacement of a 4400 Gallon Sludge Hauler.

Section 4. That upon its passage this Council Bill shall have an effective date of October 7th, 2025

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

COUNCIL BILL NO. 2025-141 **ORDINANCE NO.**

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund for this appropriation to pay the amount called for in the requested purchase order.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-277 – Authorizing the approval of an Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance.

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Planning, Development, and Neighborhood Services

ATTACHMENTS
CB2025-277 Ordinance; 2026 Unified Planning Work Program (UPWP); Consolidated Planning Grant (CPG) Agreement

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement with the Missouri Department of Transportation in the not to exceed total amount of Six Hundred Twenty Thousand, One Hundred Thirty-Eight 00/100 dollars ($620,138.00) in Federal Consolidated Planning Grant Funds for reimbursement of FY2026 expenses. The commission will reimburse for 80% of total project costs up to a maximum amount of $413,140.00 for Program Support & Administration, Short Range Transportation Planning, Long Range Transportation Planning, and Geographic Information Systems items listed in the UPWP. The commission will reimburse for 100% of total project costs up to a maximum amount of $206,998.00 for Safety Planning items listed in the UPWP. The City will pay 20% of the project costs incurred to a maximum of $103,285.00 to draw down the Federal assistance.

BACKGROUND
This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for Federal Transportation Planning Assistance. The purpose of this agreement is to allow the Joplin Metropolitan Planning Organization (whereas the City of Joplin is the designated recipient of the assistance) to receive monetary support to complete transportation planning duties and projects that are eligible for federal financial assistance. The 2026 Unified Planning Work Program (UPWP) lists the planning projects that will be conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) is the designated MPO with the responsibility of providing transportation policy and oversight of the federal transportation planning process for the Joplin region.

FUNDING SOURCE
Federal Consolidated Planning Grant Funds $620,138.00 & Joplin Transportation Sales Tax (match) $103,285.00.

RECOMMENDATION
City staff recommends approval of this Council Bill.

JOPLIN AREA

Transportation Study Organization

Fiscal Year 2026 Unified Planning Work Program

Approved by the JATSO Policy Board on September 4, 2025

Introduction

Purpose

The Joplin area transportation planning process is an on-going work effort that constitutes the planning work activities developed by staff from the Joplin Area Transportation Study Organization (JATSO), with assistance from various agencies, including the Missouri Department of Transportation (MoDOT), the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Metro Area PublicTransit System (MAPS Transit), and members of the JATSO Policy Board. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the Metropolitan Transportation Plan (MTP). The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements are mandated by the Bipartisan Infrastructure Law (BIL).

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code. The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The JATSO organization is governed by the JATSO Policy Board that consists of six members from the City of Joplin (Airport, Engineering, Planning, & Transit Departments), and one member from each of the following organizations: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County. The Harry S. Truman Coordinating Council is the local regional planning commission and represents smaller villages and unincorporated areas on the JATSO Policy Board. The organization and responsibilities of the various agencies involved in the metropolitan transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

Funding for the UPWP

Funding for the UPWP comes from these sources: FHWA, FTA, the City of Joplin, and local jurisdictions, as applicable. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source except where jurisdictions are completing individual planning projects.

Planning Factors

The Federal transportation planning regulations require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for consideration and implementation of projects, strategies, and services that will address the following ten factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
10. Enhance travel and tourism.

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law. MAP-21 transformed federal transportation grant programs by establishing new requirements for performance management and performance-based planning and programming to ensure the most efficient investment of federal transportation funds. The Fixing America's Surface Transportation Act (FAST Act) was signed into law in 2015 and continued the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. BIL was signed into law in 2021 which provided for continuation of these requirements. More guidance is expected to come out under BIL. In implementing MAP-21 and the FAST Act, State Departments of Transportation (DOTs), MPOs, and providers of public transportation must

- establish performance targets that reflect the measures;
- report on progress towards achieving those targets; and
- develop performance-based plans that implement a performance-based approach to planning and programming.

Eligible Work Activities

There are multiple work activities that are considered eligible for federal transportation planning funds. Eligible work activities, per 23 U.S.C. 134 and 49 U.S.C. 5303-5305, must support the JATSO regional transportation planning process.

Public Participation Plan

The purpose for the Public Participation Plan (PPP) adopted in 2025 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs. The PPP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. See Table 1 for the comment periods required for various MPO work products. A paper copy of the PPP can be acquired at Joplin City Hall, 4th floor, Transportation Planning Office. Electronic copies of the PPP, Title VI Plan, and Limited English Proficiency Plan can be found on the JATSO website at this link: Plans & Resources | Joplin, MO - Official Website. Complaint Information can be found here. Title VI & Limited English Proficiency | Joplin, MO - Official Website

TABLE 1 – DOCUMENT UPDATE FREQUENCY AND PUBLIC COMMENT PERIODS

Document	Frequency	Public Comment Period	Committee Action
Metropolitan Transportation Plan	Every 5 years	14 calendar days	JATSO Policy Board: Approve
Metropolitan Transportation Plan Amendments	As needed	7 calendar days	JATSO Policy Board: Approve
Public Participation Plan	Periodically	45 calendar days	JATSO Policy Board: Approve
Transportation Improvement Program	Every 2 years	14 calendar days	JATSO Policy Board: Approve
Transportation Improvement Program Amendments	As needed	7 calendar days	JATSO Policy Board: Approve
Unified Planning Work Program	Every year	7 calendar days	JATSO Policy Board: Approve
Annual Listing of Obligated Projects	Every year	Posted on Website	None
Other Plans and Projects	As needed	As needed	JATSO Policy Board: Approve
Note: the public comment period will end at least two calendar days before the JATSO Policy Board meeting at which the document is to be approved or denied.			

FY 2026 Program Goals

The annual transportation planning program begins on November 1, 2025, and continues through October 31, 2026. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2026, JATSO's goals are:

1. Increase community engagement by using the JATSO website, FACEBOOK, and other online tools to reach as many residents of the JATSO planning area as possible.
2. Maintain and amend the 2026-2029 JATSO TIP in accordance with state and federal standards as necessary.
3. Produce the Complete Streets Construction Standards Manual for Complete Streets projects.
4. Produce the Active Transportation Academy that will utilize two e-bikes and 6 trail counters to assist JATSO's Active Transportation Planning, Project Follow-Up, and Safety Assessment Activities within the Metropolitan Planning Area (MPA) to increase network connectivity, safety, and ease of use.
5. Update the Comprehensive Plan.
6. Update JATSO's Bicycle and Pedestrian Transportation and Corridor Management Plan.

Task 1 – Program Support and Administration

Objective

JATSO staff will manage the transportation planning program for the metropolitan planning area, conduct public meetings, develop, and administer the UPWP, and attend professional development and training events.

Status

This task is on-going with activities occurring on a day-to-day or on-demand basis.

FY 2025 Work Items Completed

- Amend FY 2025 UPWP as needed
- Submitted UPWP quarterly progress reports and invoices to MoDOT
- Developed the FY 2026 UPWP
- Updated the Public Participation Plan, conducted public meetings, relaunched the JATSO Facebook page.
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT, (6) Southwest District Unfunded Needs List prioritization meetings, needs prioritization workshop, and rural bridge prioritization workshop.
- Participated in several webinars and Zoom meetings with FHWA and MoDOT
- Attended the Laneshift Active Transportation Academy in Bentonville, Arkansas

FY 2026 Work Items

- Develop the FY 2027 UPWP
- Make any necessary amendments to the FY 2026 UPWP
- Plan and conduct public meetings in accordance with the PPP
- Maintain and update the JATSO website and Facebook page
- Monitor and update planning documents
- Prepare and transmit quarterly progress reports and invoices to MoDOT
- Participate in MoDOT's district and statewide planning partner activities
- Participate in training, webinars, and conferences related to transportation planning as they become available
- Improve office equipment, computer systems, and software as needed.

Public Participation

Any adoption of a UPWP or UPWP amendment will comply with JATSO's Public Participation Plan. This requires a seven (7) day public comment period prior to JATSO meetings and any updates to the UPWP. A news release will be issued and posted to the JATSO webpage in advance of the public meeting.

FY 2026 End Products

- FY 2027 UPWP
- Any necessary amendments to the FY 2026 UPWP
- Four (4) quarterly progress reports and invoices submitted to MoDOT
- Meeting attendance and coordination with MoDOT

Schedule for Completion

Activities will be on-going from November 1, 2025, through October 31, 2026

Task 1 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$131,162	$104,930	$26,232
Travel Expenses	$3,000	$2,400	$600
Conferences and Seminars	$500	$400	$100
Dues and Memberships	$3,000	$2,400	$600
Office Equipment & Supplies	$2,000	$1,600	$400
Total	$139,662	$111,730	$27,932

Task 2 – Short Range Transportation Planning

Objective

JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's metropolitan transportation plan. JATSO updates its TIP every other year.

Status

Staff developed the FY 2026-2029 TIP during FY 2025 for approval by the JATSO Policy Board. FY 2026 work on the TIP includes updates and amendments.

FY 2025 Work Items Completed

- Maintained and monitored the projects in the JATSO FY 2022-2025 TIP
- Updated the 2022-2025 TIP as needed
- Prepared the FY 2024 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Voted to support MoDOT performance targets
- Incorporated Transit Departments target measures into the TIP and MTP
- Completed the FY 2026-2029 TIP

FY 2026 Work Items

- Amend the FY 2026-2029 TIP as needed
- Prepare the FY 2025 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Incorporate performance measures and targets into the TIP and MTP as needed
- Conduct Public Meetings for TIP amendments in accordance with the Public Participation Plan

Public Participation

Prior to adopting a TIP, a public meeting will be held by the Policy Board. A news release will be issued and posted to the JATSO webpage fourteen (14) days in advance of the public meeting. TIP amendments will have a public comment period of seven (7) days. The public is encouraged to formulate comments regarding the TIP document.

FY 2026 End Products

- Board approved FY 2026-2029 TIP Amendments as needed
- FY 2025 Annual Listing of Obligated Projects

Schedule for Completion

Activities will be on-going from November 1, 2025, through October 31, 2026

Task 2 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$32,490	$25,992	$6,498
Total	$32,490	$25,992	$6,498

Task 3 – Long Range Transportation Planning

Long range transportation planning's purpose is to prepare for the long-term health and growth of the regional transportation system, both motorized and non-motorized. This includes JATSO's Metropolitan Transportation Plan (MTP) and Bicycle and Pedestrian Plan (BPP). Additional tools, studies, and plans that pertain to long-range transportation planning are found in Task 3.

Status

Transportation needs in the JATSO planning area continue to evolve and require more data and tools to provide for transportation planning needs. Two studies or assessments are planned for FY 2026.

FY 2025 Work Items Completed

- Completed Origin and Destination study
- Public Engagement and Stakeholder Engagement for MTP Update

FY 2026 Work Items

- Comprehensive Plan Update.
- Metropolitan Transportation Plan (MTP) Update
- Bicycle and Pedestrian Transportation Plan Update

Public Participation

JATSO will work with the consultants on all projects to create robust public engagement plans that comply with the PPP.

FY 2026 End Products

- Completed Comprehensive Plan Update
- Completed Metropolitan Transportation Plan (MTP) Update
- Completed Bicycle and Pedestrian Transportation Plan Update

Schedule for Completion

The Comprehensive Plan, Metropolitan Transportation Plan (MTP)*, and Bicycle & Pedestrian Transportation Plan updates will be on-going from November 1, 2025, through October 31, 2026

Task 3 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$43,498	$34,798	$8,700
Comprehensive Plan Update	$100,000	$80,000	$20,000
Bicycle and Pedestrian Transportation & Corridor Management Plan Update	$150,000	$120,000	$30,000
Total	$293,498	$234,798	$58,700

* $200,000 was budgeted in 2025 for the Metropolitan Transportation Plan (MTP) update to be completed Qtr.1 of 2026

Task 4 – Transit Planning

Objective

The JATSO staff will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. JATSO staff will conduct long and short-range transit planning responsibilities. Federal Transit Administration (FTA) Section 5307 funds are utilized for these planning activities.

Status

JATSO staff continues with program support and administration.

FY 2025 Work Items Completed

- JATSO staff monitored the MAPS and collected data and information.
- JATSO staff monitored the Sunshine Lamp Trolley system.

FY 2026 Work Items

- The JATSO staff collects and records transit data and information and reports the data findings to local, state and federal government agencies.
- The JATSO staff use data and information to complete short and long-range planning responsibilities.
- The JATSO staff monitors and analyzes Sunshine Lamp Trolley system.
- Review transit targets and update Transit Asset Management (TAM) Plan if necessary.
- Review Public Transit Agency Safety Plan (PTASP) and update Safety Goals if necessary.

Public Participation

The JATSO staff will hold public meetings and gather input in accordance with the Public Participation Plan.

FY 2026 End Products

- The JATSO staff assist to develop planning activities for daily operations of MAPS.
- The JATSO staff provides MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion

Activities will be on-going from November 1, 2025, through October 31, 2026.

Task 4 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$92,701	$74,161	$18,540
Total	$92,701	$74,161	$18,540

Task 5 – Geographic Information Systems

Objective

JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local agencies to update and create databases and collect and input data into the JATSO's GIS.

Status

The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into JATSO's GIS databases as it becomes available.

FY 2025 Work Items Completed

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.
- Maintained and updated GIS layers used by JATSO, MAPS, the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee
- Maintained the GIS website

FY 2026 Work Items

- Maintain and update GIS layers used by JATSO, MAPS, HSTCC, and member local governments and agencies
- Annual ESRI licensing fee
- Maintain the GIS website

FY 2026 End Products

- Updated and maintained GIS layers
- Updated ArcMap software license

Schedule for Completion

Activities will be on-going from November 1, 2025, through October 31, 2026.

Task 5 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$49,775	$39,820	$9,955
Software License	$1,000	$800	$200
Total	$50,775	$40,620	$10,155

Task 6 – Safety Planning

Objective

JATSO staff will work on projects, plans, and other priorities specifically to address safety issues in our planning area. This task is utilizing the 2.5% set aside of Safe and Accessible Transportation Options Planning funds for JATSO. The amount of the 2.5% set aside will be $5,265 for FY 2026. The work items listed in Task 6 meet the eligibility requirements of Safe and Accessible Transportation Options Planning and will be 100% funded with set aside and CPG funds. No local match is required.

Status

JATSO will perform on-going planning activities that address safety throughout the planning area.

FY 2025 Work Items Completed

- Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan
- Complete Streets Training for the Complete Streets Committee
- Submitted SS4A Implementation Grant Application for the Joplin Downtown Loop Bike Lane Project
- Completed the 2024 Complete Streets Performance Report
- Completed the 2025 Complete Streets Unfunded Needs List

FY 2026 Work Items

- Include and meet with Complete Streets Committee on projects as needed
- Active Transportation Academy training for Complete Streets Committee members
- Purchase equipment to develop a JATSO Active Transportation Academy for Joplin staff and elected officials
- Purchase equipment for planning and monitoring the use of JATSO's Active Transportation Network
- Develop a Complete Streets Construction Standards Manual for use during Complete Streets Projects

FY 2026 End Products

- Complete Streets Committee being involved with transportation projects as appropriate and as needed
- Complete Streets Construction Standards Manual
- JATSO Active Transportation Academy
- Active Transportation Network Monitoring Plan

Schedule for Completion

Activities will be on-going from November 1, 2025, through October 31, 2026.

Task 6 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$43,498	$43,498	$0
Complete Streets Conferences & Seminars	$3,000	$3,000	$0
Complete Streets Training Program E-Bikes	$6,000	$6,000	$0
Complete Streets Planning Trail Counters	$4,500	$4,500	$0
Complete Streets Construction Standards Manual	$150,000	$150,000	$0
Total	$206,998	$206,998	$0

Financial Summary Tables

Task Funding Breakdown

Task	Total	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds
Program Support and Administration	$139,662	$111,730		$27,932
Short Range Transportation Planning	$32,490	$25,992		$6,498
Long Range Transportation Planning	$293,498	$234,798		$58,700
Geographic Information Systems	$50,775	$40,620		$10,155
Safety Planning	$206,998	$201,733	$5,265	$0
Total	$723,422	$614,872	$5,265	$103,285

Task	5307 Funds	Local Funds	Total
Transit Planning Task #4	$74,161	$18,540	$92,701

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds 80% for Task #1, #2, #3, and #5	$413,140
Consolidated Planning Grant Funds 100% for Safety Planning Task #6	$206,998
5307 Funds	$74,160
Local Match	$121,825
Total Funds Allocated	$816,123

CPG Balance Tracking

JATSO CPG Balance Tracking	
CPG Balance as of 6/1/25	$782,215
Estimated FY 2026 allocation	$269,464
Remaining FY 2025 CPG Funds to be expended	$(272,419)
CPG Funds Programmed for FY 2026	$(620,138)
Remaining Unprogrammed Balance	$159,122

JATSO Information

Organizational Chart

- Robert Lolley, Transportation Planner (1.0 FTE)
- Gina Thompson, Transit Director (1.0 FTE)
- John Gilligan, GIS Coordinator (0.8 FTE)
- Troy Bolander, MPO Staff Director (0.5 FTE)
- Johan Bullington, Planning and Development Assistant Director (0.25 FTE)
- Mallory Wicklund, Finance Budgeting (0.25 FTE)
- Zoie Hamilton, Administrative Assistant (0.25 FTE)
- Dakota Rusk, Traffic Engineer (0.25 FTE)
- Dan Johnson, Public Works Director, JATSO Board Chairman (0.1 FTE)
- Jeremy Hagerman, Public Works Assistant Director (0.1 FTE)
- Rob Beachner, Engineering Project Manager (0.1 FTE)

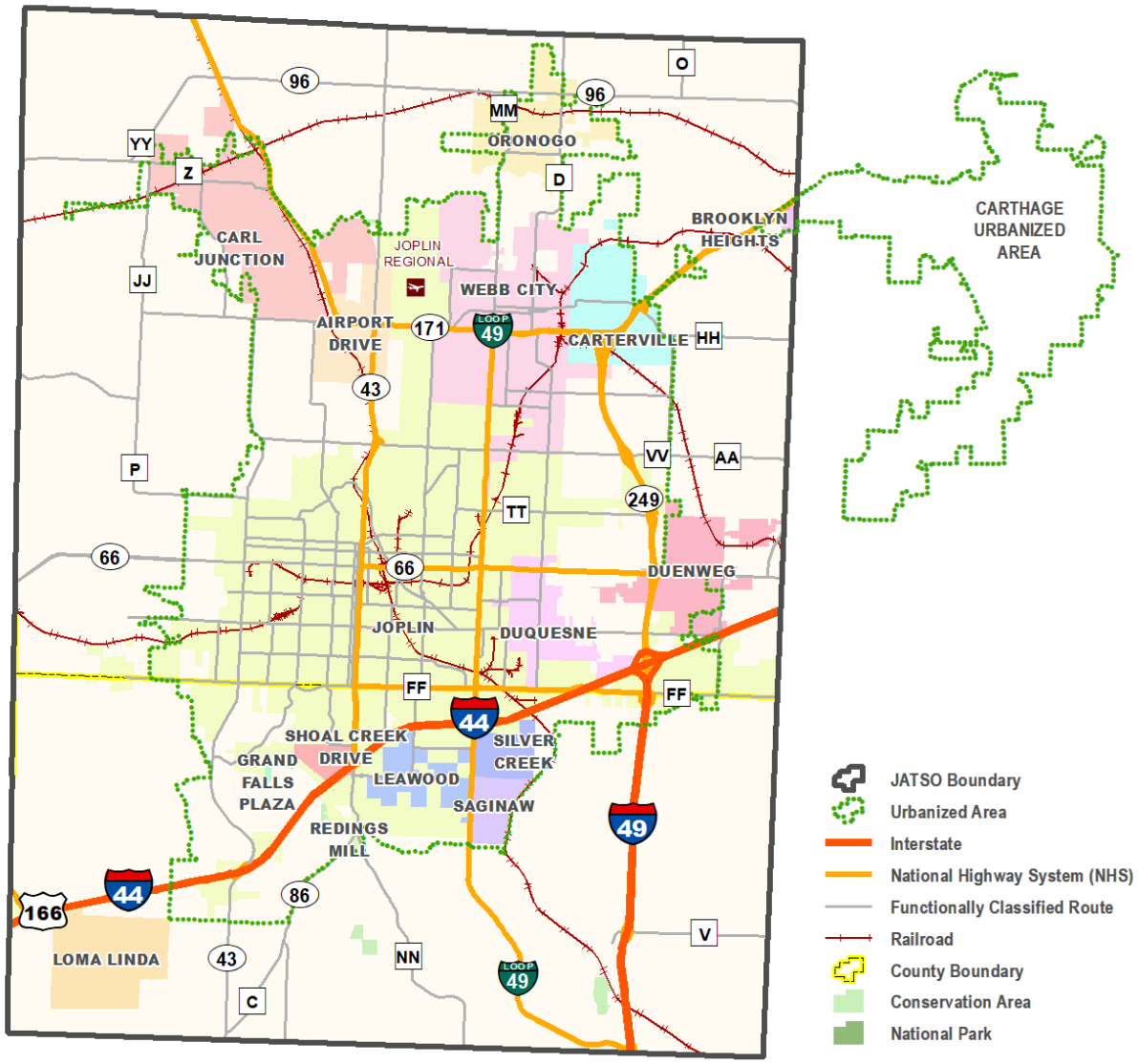
Employee	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6
Robert Lolley	X	X	X			X
Gina Thompson				X		
John Gilligan					X	
Troy Bolander	X	X	X		X	X
Johan Bullington	X	X	X			X
Mallory Wicklund	X					
Zoie Hamilton	X					
Dakota Rusk	X	X	X			X
Dan Johnson	X	X	X			X
Jeremy Hagerman	X	X	X			X
Rob Beachner	X	X	X			X

Members

Name	Agency	Title
Dan Johnson*	City of Joplin	Director of Public Works; Chair
Troy Bolander*	City of Joplin	Director of Planning; Vice Chair
Chad Weller	City of Joplin	Assistant Director of Public Works – Operations
Jermey Hagerman*	City of Joplin	Assistant Director of Public Works – Engineering
Allison Zahner*	City of Joplin	Airport Manager
Gina Thompson*	City of Joplin	Transportation Coordinator
Carl Francis*	City of Webb City	City Administrator
Steve Lawver*	City of Carl Junction	City Administrator
Carrie Campbell*	Harry S. Truman Coordinating Council	Executive Director
Marvin Morris*	Missouri Department of Transportation	Area Engineer
Michael D. Landis*	Jasper County	Commissioner
Daniel Swem*	Newton County	Commissioner
Frank Miller	Missouri Department of Transportation	Southwest District Planning Manager; Alternate
Kimberly A. Ader	Missouri Department of Transportation	Southwest District Planning Coordinator; Alternate
Will Cline	Harry S. Truman Coordinating Council	Transportation Planner; Alternate
Dakota Rusk*	City of Joplin	Traffic Engineer

Voting Members *

JATSO Boundary Map



CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 10/24 (RSV)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense both the above-named funds to accomplish metropolitan transportation planning in the Joplin urbanized area; and

WHEREAS, the Grantee has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Joplin urbanized area and to receive and expend the above-named funds on its behalf; and

WHEREAS, the Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above-named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the Grantee, and the United States Department of Transportation (USDOT), describing the purposes and funding of all program components to be annually accomplished under this Agreement.

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

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

(2) WORK PROGRAM AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget in Appendix A attached and made part of this

agreement.

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, and FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

> "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use the data and results for whatever purpose.

(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and

to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION: The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2025 and extend to October 31, 2031. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of $413,140 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

1. The Commission will pay for One Hundred percent (100%) of the total project cost, up to a maximum amount of $206,998 for eligible activities under the set-aside for planning activities to increase safe and accessible transportation options under 23 U.S.C. Sections 104(f) and 134.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements,*

Cost Principles, and Audit Requirements for Federal Awards."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including 2 C.F.R. Part 200, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate will be specified in Appendix A.

5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and chargeable as such:

1. Salaries and fringe benefits.

2. Other non-salary expenses directly related to the completion of the work program activities, such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long-distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was overcompensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn

shall constitute full payment for the Commission to the Grantee for the services for which such payments are made. The parties, acting through their authorized representatives, may also arrange for the electronic transfer of funds instead of a physical check.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: If the Grantee receives one million dollars ($1,000,000.00) or more in a year total of all Federal assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*." A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 calendar days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee obtains less than one million dollars ($1,000,000.00), the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(13) TERMINATION OF AGREEMENT:

(A) Non-Performance: If Grantee shall for any cause fail to perform any of the provisions of this Agreement or fail to complete any of the work described in this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission's chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if the Grantee is providing services or operating programs on behalf of Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, national origin, age or disability of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, national origin, disability, or age of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that it in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program

specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FHWA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq*.).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FHWA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FHWA and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq*. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FHWA and FTA under 23 U.S.C. Sections 104(f) and 134 and 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered* Transaction as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals $10,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 2 C.F.R. Part 200 and Missouri statutes.

(B) Purchases costing less than $10,000 are not subject to 2 C.F.R. Part 200 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding $250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri

federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require a written request for approval and include the anticipated amount of overruns on other program components.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

(31) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Grantee and the Commission.

(32) COMMISSION REPRESENTATIVE: The Commission's Chief Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(33) ENGINEER: As provided in this Agreement, “Engineer” means the Chief Engineer or any other authorized representative of the Commission. Where the specific term “Chief Engineer” is used, it shall mean the Chief Engineer exclusively.

(34) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by assignment or notation without the prior written consent of the Commission.

(35) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.

(36) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial

proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Grantee on _____(Date).

Executed by the Commission on _____(Date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

GRANTEE

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Appendix A Task Funding Breakdown

Task	Total	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds
Program Support and Administration	$139,662	$111,730		$27,932
Short Range Transportation Planning	$32,490	$25,992		$6,498
Long Range Transportation Planning	$293,498	$234,798		$58,700
Geographic Information Systems	$50,775	$40,620		$10,155
Safety Planning	$206,998	$201,733	$5,265	$0
Total	$723,422	$614,872	$5,265	$103,285

Task	5307 Funds	Local Funds	Total
Transit Planning Task #4	$74,161	$18,540	$92,701

Funding Summary by Source	
Consolidated Planning Grant Funds 80% for Task #1, #2, #3, and #5	$413,140
Consolidated Planning Grant Funds 100% for Safety Planning Task #6	$206,998
5307 Funds	$74,160
Local Match	$121,825
Total Funds Allocated	$816,123

CPG Balance Tracking

JATSO CPG Balance Tracking	
CPG Balance as of 6/1/25	$782,215
Estimated FY 2026 allocation	$269,464
Remaining FY 2025 CPG Funds to be expended	$(272,419)
CPG Funds Programmed for FY 2026	$(620,138)
Remaining Unprogrammed Balance	$159,122

COUNCIL BILL NO. 2025-277 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2025, through October 31, 2026, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City; and setting a date when this Ordinance shall become effective.

BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide the reimbursement of six hundred twenty thousand, one hundred thirty-eight dollars and 00/100 dollars ($620,138.00) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That this Council Bill shall have an effective date of October 7, 2025.

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

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-532 – Approval of a Real Estate Contract

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-532 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of East of 3127 S Wall Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 3127 S Wall Avenue.

BACKGROUND
The City offered several pieces of non-buildable surplus property to the adjacent property owners with a bid opening of August 22, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for 3127 S Wall Avenue, which had a minimum bid price of $3,902.00. Home Pal, LLC. submitted the best bid with a sales price of $4,000.00. The property is currently zoned R-1 and contains approximately 4,125 square feet of land.

The City will complete the sale of this parcel on or before December 5, 2025.

FUNDING SOURCE
This item is not applicable for this council bill.

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

BID TABULATION

PROJECT: 3127 S Wall Ave

DATE OF BID OPENING: August 22, 2025 @ 10:00

CONTRACTOR	TOTAL BID AMOUNT
Home Pal (Phong Nguyen)	$4,000.00

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Home Pal, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 3127 S Wall Ave, the real estate described as follows:

> "All of the North Thirty-Three (33) feet of the following described tract: Lot Numbered Two Hundred Thirty-Five (235) in D.W. LUKE'S SOUTHERN HEIGHTS SUB-DIVISION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. Zoned R1, approximately 4,125 square feet more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Four Thousand Dollars ($4,000.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that CB Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at CB Title on or before December 5, 2025, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Home Pal, LLC

By: _____

Phong Nguyen, Owner
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney


S WALL AVE
S JOPLIN AVE
3115
3116
3117
3118
3125
3128
3127 S Wall Avenue
W 32ND ST

COUNCIL BILL NO. 2025-532 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Home Pal, LLC., for the sale of one parcel located at 3127 S Wall Avenue, totaling approximately 4,125 square feet of land; and authorizing the City Manager 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, MISSOURI, as follows:

Section 1. That the Real Estate Contract, in the amount of Four Thousand Dollars and No Cents ($4,000.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Home Pal, LLC., for the sale of one parcel located at 3127 S Wall Avenue, totaling approximately 4,125 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of the North Thirty-Three (33) feet of the following described tract: Lot Numbered Two Hundred Thirty-Five (235) in D.W. LUKE'S SOUTHERN HEIGHTS SUB-DIVISION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof. Zoned R1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance shall become effective on October 7, 2025.

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

of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-533 – Approving an agreement with MetLife to provide dental, life and disability insurance for city employees

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-533 Ordinance; Exhibit "A" MetLife Agreement

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

SUMMARY
This Council Bill approves an agreement to provide dental, life and disability insurance coverage for city employees effective on January 1, 2026.

BACKGROUND
In February of 2025, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March. Segal assessed the bid results and presented the best overall recommendations. Vendors are selected for a five-year period beginning on January 1, 2026. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

As presented by Segal in June, the best bid for dental, life and long-term disability insurance coverage was submitted by MetLife.

With this agreement, the City will be changing from Delta Dental to MetLife for dental coverage. With this change, the dental insurance will be enhanced by increasing the annual maximum and orthodontia lifetime benefit to $1,000 from $750 and not applying preventive services to the annual maximum. Furthermore, the monthly family premium will decrease from $79.94 to $70.64 (11.6% reduction), while the single premium will decrease from $30.06 to $27.27 (9.3% reduction). This is a reduction in the total annual cost from $361,200 to $321,000, which is an annual savings of $40,200. Rates are locked in for 3 years, with a 7% increase in year 2 and 3 for the improved plan design.

Also, the City will be changing from Symetra to MetLife for life insurance coverage. The life insurance benefit will remain unchanged. However, life insurance with AD&D will decrease from $.187 per $1,000 of benefit to $.139 per $1,000. The current annual cost is $93,200, which will decrease to $69,300 resulting in a savings of $23,900. These rates are locked in for 3 years without any increase.

With this agreement, the City will remain with MetLife for disability insurance coverage. The current rate of $.18 per $1,000 of benefit will decrease to $.162 per $1,000 of benefit. The cost will decrease from the current amount of $49,000 to $44,100, which represents a savings of $4,900. These rates are locked in for 3 years without any increase.

FUNDING SOURCE

This item is included in the proposed fiscal year 2026 budget.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

Brian Hunter
Associate Health Consultant
M 312.771.1512
bhunter@segalco.com

101 North Wacker Drive
Suite 1800
Chicago, IL 60606-1722
segalco.com

Exhibit "A"

June 26, 2025

Via E-Mail: clarke.v.canedy@metlife.com

Mr. Clarke Canedy
Senior Account Manager – Small & Mid-Market Business
MetLife

Re: City of Joplin, Missouri – Dental, Life and AD&D, and Long-Term Disability RFP

Dear Clarke:

The City of Joplin, Missouri (the City) has accepted MetLife's renewal proposal for Long-Term Disabailty coverage, and has accepted MetLife's proposal for dental and Life and AD&D lines of coverage for the City's participants and eligible dependents, effective January 1, 2026. Based on the bundling of these lines of coverage, MetLife agrees to reduce the dental premiums by 2%.

Long-Term Disability Coverage

Description	Rate
Long Term Disability	
Long Term Disability – Active per $100 covered payroll	$0.162
Long Term Disability - Pension per $100 covered payroll	$0.165
Rates effective (3-year guarantee)	1/1/2026 – 12/31/2028
Open Enrollment Allowance	3% of Premiums
Communication Allowance	3% of Premiums

As this is a renewal, the City understands that there will be no changes to the current plan design.

Life and AD&D Coverage (City Paid Coverages)

Description	Rate
Life and AD&D	
Basic Life per $1,000	$0.118
AD&D per $1,000	$0.021

Supplemental Life (Employee Paid Coverages)

Supplemental Life	
Age Band	**Rate**
Under 25	$0.050
25-29	$0.050
30-34	$0.050
35-39	$0.080
40-44	$0.100
45-49	$0.150
50-54	$0.230
55-59	$0.430
60-64	$0.660
65-69	$1.110
70-74	$1.670
75+	$1.670
Supplemental Dependent Life	
Under 25	$0.050
25-29	$0.050
30-34	$0.050
35-39	$0.080
40-44	$0.100
45-49	$0.150
50-54	$0.230
55-59	$0.430
60-64	$0.660
65-69	$1.110
70-74	$1.670
75+	$1.670
Child Rate	
Child Rate per $1,000	$0.070

Life and AD&D Benefits

Benefit	MetLife
Eligible Classes	All Eligible Employees
Basic Life Benefit Amount	**1.5 X Earnings**
Minimum Benefit	$25,000
Maximum Benefit	$200,000
Guarantee Issue Amount	
Basic Life	$200,000
Supplemental Life	$50,000
Dependent Spouse	$25,000
Dependent Child 15 days to 6 months	$250
Dependent Child 6 months to age 26	$10,000
Accelerated Benefit	80% of coverage to a maximum of $500,000
Waiver of Premium	Included prior to age 60; 180 day waiting period; to age 65
Conversion	Included
Portability	Included - Supplemental and Dep Life
Basic AD&D Benefit Amount	**Matches Basic Life Benefit**
Seatbelt Benefit	10% up to $25,000
Airbag Benefit	5% up to $10,000
Repatriation Benefit	Not Included
Child Education Benefit	Not Included
Day Care Benefit	$5,000 per year up to 4 years up to 12% of Full Amount
Rehabilitation Benefit	Not Included
Spouse Education Benefit	Not Included
Adaptive Home and Vehicle Benefit	Not Included
Supplemental Life and AD&D Benefit Amount	Flat $50,000
Supplemental Life and AD&D Guarantee Issue Amount	Flat $50,000
Supplemental Life and AD&D Maximum	$50,000
Accelerated Benefit	80% to a maximum of $500,000
Waiver of Premium	Included prior to age 60; 180 day waiting period to age 65

Benefit	MetLife
Conversion	Included
Portability	Included
Dependent Life	
Spouse Benefit Amount	**$25,000**
Spouse Maximum	Not to exceed 50% of the employees Supplemental Life
Child Benefit – 15 days to 6 months	**$250**
Child Benefit – 6 months to age 26	**$10,000**
Conversion	Included
Portability	Included
Suicide Exclusion	2 years
Reduction Schedule (All Coverages)	
65-69	Basic Life - 35% Supplemental Life - No Reduction
70-74	Basic Life - 58% Supplemental Life - No Reduction
75-79	Basic Life - 73% Supplemental Life - No Reduction
80-84	Basic Life - 79% Supplemental Life - No Reduction
85-89	Basic Life - 85% Supplemental Life - No Reduction
90-94	Basic Life - 88% Supplemental Life - No Reduction
95+	Basic Life - 91% Supplemental Life - No Reduction

AD&D Covered Losses:	MetLife
Life	100%
Both Hands or Both Feet or Sight of Both Eyes	100%
One hand and one foot	100%
Speech and Hearing in both Ears	100%
Either Hand or Foot and Sight of One Eye	100%
Brain Damage	100%
Arm	75%
Leg	75%

AD&D Covered Losses:	MetLife
Either Hand or Foot	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Thumb and Index Finger of Either Hand	25%
Quadriplegia	100%
Paraplegia	50%
Triplegia	75%
Hemiplegia	50%
Uniplegia	25%
Coma	1% monthly up to 60 months

	Allowances and Guarantees
Rate Guarantee (Basic Life and AD&D)	January 1, 2026 - December 31, 2028
Rate Guarantee (Supplemental and Dependent Life)	January 1, 2026 - December 31, 2027
Implementation/Open Enrollment Allowance	3% of Premiums
Communication Allowance	3% of Premiums

Dental Coverage

Dental PPO January 1, 2026 thru December 31, 2028	
Voluntary Dental ***(per Employee Per Month)***	**Rate**
Employee Only	$27.83
Employee + Family	$72.08

Due to bundling the dental with the Life and AD&D and Long-Term Disability coverage, MetLife agrees to reduce the dental premiums shown by 2% which would be $27.27 for Employee Only and $70.64 for Employee + Family.

The City is increasing both the annual maximum and orthodontia lifetime maximum from the current $750 to $1,000, with Type A preventive and diagnostic services not subject to the annual maximum.

	Allowances and Guarantees
Fee Guarantee	3 Years, with maximum 7% rate caps in years 2 and 3
Implementation/Open Enrollment Allowance	3% of Premiums
Communication Allowance	3% of Premiums

Voluntary Dental Benefits		
Class Description	**All Active Full Time Employees (30 Hours)**	
	In-Network	**Out-of-Network***
Reimbursement	Negotiated Fee Schedule	R&C 90th Percentile
Type A – Preventive	100%	100%
Type B – Basic	90%	80%
Type C – Major	60%	50%
Calendar Year Deductible applies to: Individual Family	B & C $25 $75 Aggregate	B & C $25 $75 Aggregate
Calendar Year Maximum	$1,000 *(applies to B&C services)*	$1,000 *(applies to B&C services)*
Orthodontia	50%	50%
Orthodontia Lifetime Maximum	$1,000	$1,000
* Out of Network benefits are payable for services rendered by a dentist who is not a participating provider. The Reasonable and Customary charge is based on the lowest of (1) the dentist's actual charge (the 'Actual Charge'), (2) the dentist's usual charge for the same or similar services (the 'Usual Charge') or (3) the charge of most dentists in the same geographic area for the same or similar services as determined by MetLife (the 'Customary Charge'). Services must be necessary in terms of generally accepted dental standards.		

Class Description: All Active Full Time Employees	
TYPE A ***Benefits are payable immediately from the start date of an individual's benefits***	
• Examinations	• 2 times in 1 calendar year
• Examinations – Problem Focused	• Combined with Examinations Limit
• Prophylaxis: Cleanings	• 2 times in 1 calendar year
• Sealants	• 1 per molar in 3 years for a child under age 14
• Space Maintainers	• No Limit for a child under age 16
• Fluoride	• 1 time in 1 calendar year for a dependent child under age 15
• Full Mouth X-Rays	• Once in 36 months
• Bitewing X-Rays	• For a child under 14: 2 times in 1 calendar year • Adult: 2 times in 1 calendar year
• Periodontal Maintenance	• 2 periodontal treatments in 1 calendar yr, includes 2 cleanings (total comb: 2)
• Emergency Palliative Treatment	• Other X-Rays
• Periapical X-Rays	

Class Description: All Active Full Time Employees	
TYPE B ***Benefits are payable immediately from the start date of an individual's benefits***	
• Consultations	• 1 in 12 months
• Amalgam Fillings	• 1 replacement per surface in 24 Months
• Root Canal	• 1 per tooth per lifetime
• Periodontal Surgery	• 1 per quadrant in any 36 month period
• Scaling & Root Planing	• 1 per quadrant in any 24 month period
• Occlusal Adjustments	• 1 in 12 months
• Labs & Other Tests	• Periodontal Surgery – Soft & Connective Tissue Grafts
• General Anesthesia	• Periodontics – Non-Surgical
• Resin Composite Fillings(excludes coverage for composite fillings on molars)	• Oral Surgery: Simple Extractions
• Pulpotomy	• Oral Surgery: Surgical Extractions
• Pulp Capping	• Other Oral Surgery
• Pulp Therapy	• General Services
• Apexification & Recalcification	
TYPE C ***Benefits are payable immediately from the start date of an individual's benefits***	
• Prefabricated Crowns	• 1 per tooth in 5 calendar years
• Crown Buildups / Post Core	• 1 per tooth in 5 calendar years
• Repairs	• 1 in 12 months
• Recementations	• 1 in 12 months
• Dentures	• 1 in 5 calendar years
• Immediate Temporary Dentures – Complete / Partial	• 1 replacement in 12 months
• Dentures – Rebases / Relines	• 1 in 36 months
• Denture Adjustments	• 1 in 12 months
• Fixed Bridges	• 1 in 5 calendar years
• Inlays / Onlays /Crowns	• 1 replacement per tooth in 5 calendar years
• Tissue Conditioning	• 1 in 36 months
• Harmful Habit Appliances	

Orthodontics ***Benefits are payable immediately from the start date of an individual's benefits***	
• Orthodontic Diagnostics	
• Orthodontic Treatment	

Exclusions
All Active Full Time Employees
• Services which are not dentally necessary, those which do not meet generally accepted standards of care for treating the particular dental condition, or which we deem experimental in nature. • Services for which a covered person would not be required to pay in the absence of dental insurance. • Services or supplies received by a covered person before the insurance starts for that person. • Services which are neither performed nor prescribed by a dentist except for those services of a licensed dental hygienist which are supervised and billed by a dentist and which are for scaling or polishing of teeth or fluoride treatment. • Services which are primarily cosmetic. (For residents of Texas: Services which are primarily cosmetic unless required for the treatment or correction of a congenital defect of a newborn child). • Services or appliances which restore or alter occlusion or vertical dimension. • Restoration of tooth structure damaged by attrition, abrasion or erosion unless caused by disease. • Restorations or appliances used for the purpose of periodontal splinting. • Counseling or instruction about oral hygiene, plaque control, nutrition and tobacco. • Personal supplies or devices including, but not limited to: water piks, toothbrushes, or dental floss. • Initial installation of a Denture to replace one or more teeth which were missing before such person was insured for Dental Insurance, except for congenitally missing natural teeth. • Decoration or inscription of any tooth, device, appliance, crown or other dental work. • Missed appointments. • Services covered under any workers' compensation or occupational disease law. • Services covered under any employer liability law. • Services for which the employer of the person receiving such services is not required to pay. • Services received at a facility maintained by the Policyholder, labor union, mutual benefit association, or VA hospital. • Services covered under other coverage provided by the Policyholder. • Temporary or provisional restorations. • Temporary or provisional appliances. • Prescription drugs. • Services for which the submitted documentation indicates a poor prognosis. • Services, to the extent such services, or benefits for such services, are available under a government plan. This exclusion will apply whether or not the person receiving the services is enrolled for the government plan. We will not exclude payment of benefits for such services if the government plan requires that Dental Insurance under the group policy be paid first.

Exclusions
All Active Full Time Employees
• The following when charged by the dentist on a separate basis - Claim form completion; infection control such as gloves, masks, and sterilization of supplies; or local anesthesia, non-intravenous conscious sedation or analgesia such as nitrous oxide. • Dental services arising out of accidental injury to the teeth and supporting structures, except for injuries to the teeth due to chewing and biting of food. • Caries susceptibility tests. • Precision attachments associated with fixed and removable prostheses. • Adjustment of a denture made within 6 months after installation by the same dentist who installed it. • Duplicate prosthetic devices or appliances. • Replacement of a lost or stolen appliance, cast restoration or denture. • Intra and extraoral photographic images. • Appliances or treatment for bruxism (grinding teeth), including but not limited to occlusal guards and night guards. • Implantology, including repairs. • Treatment of temporomandibular joint disorder. This exclusion does not apply to residents of Minnesota.

Contract and Administration

Please confirm that you will allow a minimum of 180 days' renewal notification in all forthcoming years. Please finalize the contract and any other applicable documentation, matching the information detailed above, corresponding to your firm's proposal and send one copy to me and one to each of the following:

Ms. Leslie Haase, CPA
Finance Director
City of Joplin, MO
602 South Main Street
Joplin, MO 64801
(417) 624-0820 x251
lhaase@joplinmo.org

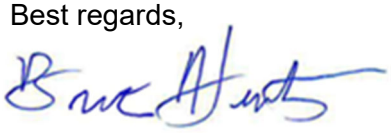
Ms. Kimberly Wixson
Senior Vice President & Health Consultant
Segal
3001 West Big Beaver Road, Suite 320
Troy, MI 48084-3104
(248) 606-1435
kwixson@segalco.com

Please contact Ms. Haase with ongoing correspondence.

All other correspondence, including copies of reports and renewal information, should be sent to Ms. Wixson, with copies to Ms. Haase for the City's records.

Please feel free to reach out to me if you have any questions regarding the above. The City looks forward to continuing its relationship with MetLife.

Best regards,



Brian Hunter
Associate Health Consultant

cc: Ms. Kim Wixson
Ms. Leslie Haase

COUNCIL BILL NO. 2025-533 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement by and between the City of Joplin and MetLife to provide dental, life and disability insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract 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, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Joplin, Missouri and MetLife to provide dental, life and disability insurance coverage for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. That this Ordinance shall become effective on October 7, 2025.

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

of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-534 – Approving an agreement with EyeMed to provide vision insurance for city employees

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-534 Ordinance; Exhibit "A" EyeMed Agreement

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

SUMMARY
This Council Bill approves an agreement to provide vision insurance coverage for city employees effective on January 1, 2026.

BACKGROUND
In February of 2025, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March. Segal assessed the bid results and presented the best overall recommendations. Vendors are selected for a five-year period beginning on January 1, 2026. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

As presented by Segal in June, the best bid for vision insurance coverage was submitted by EyeMed. EyeMed is the current vision insurance provider for the City. With this agreement, the City will continue with EyeMed to provide voluntary vision coverage. There will be no change in plan benefits and the premiums will also remain unchanged. Rates are locked in for 4 years with no change in premiums.

FUNDING SOURCE
This item is not applicable for this item.

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

Brian Hunter
Associate Health Consultant
M 312.771.1512
bhunter@segalco.com

101 North Wacker Drive
Suite 1800
Chicago, IL 60606-1722
segalco.com

Exhibit "A"

June 26, 2025

Via E-Mail: Ttackett@eyemed.com

Ms. Tawnee Tackett
Senior Account Manage – Small & Mid-Market Business
EyeMed

Re: City of Joplin, Missouri – Vision Services RFP

Dear Tawnee:

The City of Joplin, Missouri (the City), has accepted EyeMed's renewal for vision services effective January 1, 2026 for the exam only and full vision plans. The City understands that these rates are guaranteed for 4 years. The accepted terms and rates are shown in the following tables:

Premiums Effective January 1, 2026 thru December 31, 2029 (Exam Only)	
Employee Only	$1.43
Employee + Spouse	$2.72
Employee + Child(ren)	$2.87
Family	$4.22
Premiums Effective January 1, 2026 thru December 31, 2029 (Full Vision)	
Employee Only	$5.33
Employee + Spouse	$10.12
Employee + Child(ren)	$10.65
Family	$15.65

As this is a renewal, the City understands that there will be no changes to the current plan designs.

Contract and Administration

Please confirm that you will allow a minimum of 180 days' renewal notification in all forthcoming years. Please finalize the contract and any other applicable documentation, matching the information detailed above, corresponding to your firm's proposal, and send one copy to me and one to each of the following:

Ms. Leslie Haase, CPA
Finance Director
City of Joplin, MO
602 South Main Street
Joplin, MO 64801
(417) 624-0820 x251
lhaase@joplinmo.org

Ms. Kimberly Wixson
Senior Vice President & Health Consultant
Segal
3001 West Big Beaver Road, Suite 320
Troy, MI 48084-3104
(248) 606-1435
kwixson@segalco.com

Please contact Ms. Haase with ongoing correspondence.

All other correspondence, including copies of reports and renewal information, should be sent to Ms. Wixson with copies to Ms. Haase for the City's records.

Please feel free to reach out to me if you have any questions regarding the above. The City looks forward to continuing its relationship with EyeMed.

Best regards,

Brian Hunter
Associate Health Consultant

cc: Ms. Kim Wixson
Ms. Leslie Haase

COUNCIL BILL NO. 2025-534 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement by and between the City of Joplin and EyeMed to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract 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, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Joplin, Missouri and EyeMed to provide vision insurance coverage for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. That this Ordinance shall become effective on October 7, 2025.

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

of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-618 – approving a purchase order for annual support with Superion, LLC.

MEETING DATE
September 15, 2025

REVIEWED BY
Director of IT: Mark Morris; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order(s) to Superion, LLC., (formerly SunGard Public Sector) to cover the annual support payment for technical activities for General Government (Financials/CLOUD) for Fiscal Year 2025-26.

BACKGROUND
Superion has been the City's primary software provider for over twenty-five years. In June of 2018, Council Bill 2018-607 approved the new CLOUD hosting agreement for Superion Financials software. Along with that is the annual support payment to cover technical upgrades and day-to-day support activities. As Superion is the sole source for this software, there are no bids required. In Fiscal Year 2025-2026 budgeted appropriations, there is an appropriation in the total amount of Two Hundred Thirty Thousand, Six Hundred Fifty-four Dollars, Seventy-seven Cents ($230,654.77) for payment of support for technical activities for Financials/Public Administration..

FUNDING SOURCE
This payment is included in the FY 2025-26 budget of the Information Technology Dept.

RECOMMENDATION
Staff recommends passage on 1st reading with an effective date of November 1, 2025

ATTACHMENTS
CB2025-618 Ordinance; Superion Invoice (Public Administration/Financials)

CENTRALSQUARE

Renewal Order prepared by:
Paola Ceballos
paola.ceballos@centralsquare.com

Renewal Order #: Q-227640
Start Date: November 1, 2025
End Date: October 31, 2026
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Mark Morris, IT Director
City of Joplin
602 S. Main Street
Joplin, MO 64801
417-624-0820

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Applicant Tracking	1	0.00 USD
2.	Horizon Cloud for NaviLine	1	213,836.77 USD
3.	Modifications	10	0.00 USD
4.	NaviLine Accounts Receivable	1	0.00 USD
5.	NaviLine Automated Fuel System Interface	1	0.00 USD
6.	NaviLine Building Permits	1	0.00 USD
7.	NaviLine Business Licenses	1	0.00 USD
8.	NaviLine Cash Receipts	1	0.00 USD
9.	NaviLine Cash Receipts Lock Box Interface	1	0.00 USD
10.	NaviLine Click2Gov3 Applicants	1	0.00 USD
11.	NaviLine Click2Gov3 Core	1	0.00 USD
12.	NaviLine Click2Gov3 Customer Information System	1	0.00 USD
13.	NaviLine Cloud Test Environment	1	0.00 USD
14.	NaviLine Cloud Test Environment Annual Subscription Fee	1	16,818.00 USD
15.	NaviLine Code Enforcement	1	0.00 USD
16.	NaviLine Customer Information System	1	0.00 USD
17.	NaviLine Document Management Services	1	0.00 USD
18.	NaviLine Fixed Assets	1	0.00 USD
19.	NaviLine Fleet Management	1	0.00 USD

Renewal Order prepared by:
Paola Ceballos
paola.ceballos@centralsquare.com

20.	NaviLine GMBA w/Extended Reporting	1	0.00 USD
21.	NaviLine Land/Parcel Mgmt	1	0.00 USD
22.	NaviLine Loans Processing	1	0.00 USD
23.	NaviLine P-Card	1	0.00 USD
24.	NaviLine Payroll/Personnel	1	0.00 USD
25.	NaviLine Planning & Engineering	1	0.00 USD
26.	NaviLine Purchasing/Inventory	1	0.00 USD
27.	NaviLine Special Assessments	1	0.00 USD
28.	NaviLine Work Orders/Facility Management	1	0.00 USD

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Horizon Cloud for Naviline Cloud Setup Fee	0.00 USD
2.	NaviLine Click2Gov3 Core Cloud Setup Fee	0.00 USD
3.	NaviLine Cloud Test Environment Cloud Setup Fee	0.00 USD

Renewal Order Total:	230,654.77 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

COUNCIL BILL NO. 2025-618 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the financial software and related systems as budgeted in the Proposed Budget of the City of Joplin for the Fiscal Year 2025-2026 and setting an effective date

WHEREAS, Superion, LLC (a Central Square subsidiary) has been the City's primary software provider for more than 25 years; and,

WHEREAS, in the FY2026 budget process, Council will approve and budget 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 Superion covering the annual support payment for the Financial software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2025-2026 budgeted appropriations reflect an appropriation in the total amount of Two Hundred Thirty Thousand, Six Hundred Fifty-four Dollars, Seventy-seven Cents ($230,654.77) for payment of support for technical activities for Financials/Public Administration.

Section 3. That this Council Bill shall have an effective date of November 1, 2025

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2025-011 – Authorizing the City Manager to execute the Petition to the City of Joplin for the creation of the Woodsonia Marketplace Community Improvement District (CID)

MEETING DATE
October 6, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2025-011; Exhibit "A"- Woodsonia Marketplace CID Petition

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

SUMMARY
This Resolution authorizes the City Manager to execute the Petition for the creation of the Woodsonia Marketplace Community Improvement District (CID).

BACKGROUND
The Developer of Prospect Village is creating the Woodsonia Marketplace Community Improvement District (CID). CID petitions require signatures by property owners collectively representing 1) the property owners owning more than 50% by assessed value of the real property within the district boundaries and 2) more than 50% per capita of all owners of real property within the district boundaries.

The City of Joplin owns certain real property within the proposed Woodsonia Marketplace CID. The resolution authorizes the City Manager to sign the petition as an owner of property within the district boundaries for the creation of the CID.

FUNDING SOURCE
This is not applicable for this item.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2025-011

A RESOLUTION authorizing the City Manager to execute the Petition to the City of Joplin, Missouri for the creation of the Woodsonia Marketplace Community Improvement District.

WHEREAS, the Community Improvement District Act, Section 67.1401 et seq., of the Revised Statutes of Missouri mandates that a petition requesting the creation of a community improvement district be signed by property owners collectively representing i) the property owners owning more than fifty percent by assessed value of the real property within the boundaries of the proposed district; and ii) more than fifty percent per capita of all owners of real property within the boundaries of the proposed district; and

WHEREAS, the City of Joplin owns certain real property within the proposed Woodsonia Marketplace Community Improvement District and desires to execute the petition necessary to create the same.

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

Section 1: That the City Council hereby authorizes the City Manager to execute the Petition to the City of Joplin, Missouri for the Creation of the Woodsonia Marketplace Community Improvement District, in substantially similar form as the attached **Exhibit A** incorporated into this resolution as if fully set forth herein, on behalf of the City of Joplin, Missouri.

Section 2: That the City Manager, City Clerk, or other appropriate official of the City is hereby authorized to take such actions or execute any documents or instruments necessary to carry out the intent of this Resolution.

Section 3: That this resolution shall be in full force and effect from and after its passage and approval.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th day of October 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

EXHIBIT "A"
EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **CITY OF JOPLIN MO**
DBA (if any): _____
Property Address: E 25th St
Owner's telephone number: _____
Owner's mailing address: 602 S Main St, Joplin MO 64801
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	**Other: Municipality**

Map and parcel number: **20401800000014006**
Assessed Value: **$0**

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: _____ Signature: _____

Name: _____

Title: _____

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

Be it remembered, that on this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for County and State aforesaid, came _____, the _____ for the City of Joplin, who executed the within instrument on behalf of City and acknowledged the execution of same to be the act and deed of the City.
In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires:

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2025- 354, Building Regulations

MEETING DATE
October 6, 2025

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and B&D Yardbuilders to remove the structures, and any remaining debris including foundation and footings located at 405 W 2nd St. /126 S Pearl Ave

BACKGROUND
The above listed address was "tagged" as a dangerous building on January 8, 2025. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 28, 2025, an advertisement for bids was published in the Joplin Globe with bids being received on April 11, 2025, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Big Johns	$9,926.00
B&D Yardbuilders	$6,478.00
USA Demolition	$6,899.00
Clay Cole Trucking	$11,000.00
Courtney Construction	$8,950.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2024-25 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to B&D Yardbuilders for $6,478.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2025- 354, Photograph of Property, Bid Tabulation




2025/04/17


2025/04/17


2025/04/17

CLOSING DATE:	11-Apr-25	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Hadley/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	126 S Pearl Ave

COMPANY	BIDS
B & D Yardbuilders	$6,478.00
Clay Cole	$11,000.00
USA Demolition	$6,899.00
Courtney Construction	$8,950.00
Big John's Heavy Equipment	$9,926.00

COUNCIL BILL NO. 2025-354 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 126 S Pearl Ave. in the City of Joplin, Missouri, for Six Thousand Four Hundred Seventy-Eight dollars ($6,478.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with B&D Yardbuilders in the amount of Six Thousand Four Hundred Seventy-Eight dollars ($6,478.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 405 W. 2nd St. / 126 S Pearl Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 126 S Pearl Ave.

ALL OF LOT NUMBERED ONE HUNDRED FORTY-EIGHT (148) IN MURPHYSBURG ADDITION TO THE CITY OF JOPLIN., JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-142 – Amendment #1 to Work Authorization OLS-OC24-001 with Olsson for Professional Engineering Consulting Services for the 7th Street Sanitary Sewer Relocation Project.

MEETING DATE
October 6, 2025

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB2025-142 Ordinance, Amendment #1 to Work Authorization OLS-OC24-001

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-OC24-001 with Olsson in the not to exceed amount of Sixty-One Thousand One Hundred Fifty and 00/100 dollars ($61,150.00) for professional engineering consulting services for the 7th Street Sanitary Sewer Relocation Project.

BACKGROUND
The Missouri Department of Transportation (MoDOT) is proceeding with improvements to Route 66 (7th Street) through Joplin, between Schifferdecker Ave. and Rangeline Rd. On March 6, 2024, the city council approved work authorization OLS-OC24-001 with Olsson to design the relocation of sanitary sewer outside the Route 66 pavement in advance of MoDOT's improvement project. This amendment covers: (1) Real Estate Acquisition to negotiate the acquisition of right of way necessary to construct the sanitary sewer lines that need relocation as part of MoDOT's improvements project and (2) Railroad Submittal for Olsson to coordinate the submittal of final plans to Genesee & Wyoming (Railroad) including the completion of all forms and payment of all fees required by the railroad. The fees submitted by Olsson have been reviewed by the City staff and are found to be within the industry standards.

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

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

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: OLSSON, INC. Address: 1717 S. Boulder, Suite 600 TULSA, OK 74119	
Attention:		Attention: Shaun McConnaughey, PE	
Department:		Phone: 918-900-6917	Department: WTR/WW
Phone: 417.624.0820 ext:	Fax: 417.624.4620	7th Street Sanitary Sewer Relocation	

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER OLS-OC24-001

TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

1. **Services**. 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-OC24-001** exceed the sum of Sixty One Thousand One Hundred Fifty Dollars ($61,150).

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: Shaun McConnaughey, PE

Title: Group Leader

Date: 9/17/2025

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

Date: _____

Engineer: Olsson, Inc

By: _____

Printed Name: Clayton Cristy, PE

Title: Vice President

Date: 09/17/2025

EXHIBIT A
AMENDMENT #1

Date: September 18, 2025

PROJECT DESCRIPTION AND LOCATION

Project is located at: 7th Street, Joplin, Missouri

Project Description: Sanitary Sewer Relocation Plans

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:

Real Estate Acquisition

Olsson shall negotiate the acquisition of right of way necessary to construct the sanitary sewer lines that need relocated as part of the MoDOT Route 66 improvement project in Joplin. Olsson understands the property will be acquired under the Uniform Relocation Act.

Tasks:

1) Negotiations.

    a) Olsson shall obtain title information through a title company for parcels where permanent easements are being acquired. Olsson shall obtain the last deed of record from county records to determine ownership of all parcels where only temporary easements are being acquired. Any ownership deeds, easements deeds, subdivision plats, etc. needed or used in the development of existing property lines and easement boundaries for the right of way plans shall be furnished by the title company and Olsson.
    b) Olsson shall negotiate all acquisitions in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and implementing regulations (49 CFR Part 24).
    c) City of Joplin shall provide Olsson will all agreements and conveyance documents necessary for the acquisition of the property.
    d) Olsson shall prepare all necessary documents for review and signature by City of Joplin. Olsson shall not present any counteroffer or agree to any engineering plans revisions or changes without express permission by City of Joplin. Olsson shall relay all concerns, counteroffers, or issues to City of Joplin for review and consideration.

e) When negotiations result in an agreement, Olsson shall prepare the necessary documents and secure notarized signatures from the owner or their representatives, as well as any tenants to submit for payment.
f) Olsson shall complete all documents necessary to facilitate the payment of settlements to property owners.
g) When negotiations result in condemnation, Olsson shall submit all necessary completed files and documents to the City of Joplin.

2) Appraisal Services.

a) All properties under the current version of the plans fall under the waiver valuation category as any properties valued at under $25,000 may have a waiver valuation completed under current MoDOT regulations.
b) All waiver valuation reports shall be provided to and signed by the City of Joplin.

3) Olsson's Fees

a) Olsson's fee for negotiations is $4,000 per parcel for 9 parcels for a total of $36,000.
b) Waiver Valuations will be completed by Olsson for $500 per parcel for 9 parcels for a total of $4,500.
c) Olsson assumes the cost of title reports to be $350 per parcel for 9 parcels for a total of $3,150.
d) Olsson estimates the total cost to acquire 9 parcels to be $43,650, this includes negotiation, waiver valuations, and title reports.

4) Schedule

a) Prepare waiver valuations to be completed within three weeks after notice to proceed.
b) Make initial calls to owners and/or mail certified letters: Completed three weeks after notice to proceed.
c) Mail second round of certified letters to owners who are still unresponsive: This will occur 2 weeks after the initial letters were mailed.
d) Based on our experience with projects of this scale, we expect that land acquisition will take approximately 6 months. Olsson will work to meet and if possible, improve on this timeline.

5) Assumptions and Exclusions

a) This estimate assumes that all right of way will be acquired voluntarily. Any Olsson services associated with potential condemnation would be addressed in an amendment.
b) This proposal does not include the compensation paid to landowners, or other non-listed third-party services.
c) This proposal does not include the cost of any appraisal or appraisal review services. If those services become necessary an amendment will need completed.

6) Additional Work

a) It is anticipated that up to 2 more parcels may need negotiations for the relocation of the sewer lines. At the City's discretion Olsson may perform negotiations, waiver valuations and order title reports on 2 additional parcels for a total per parcel of $4,850. If services are required on these two parcels the City shall provide notice to proceed to Olsson and Olsson shall add a total of $9,700 time and materials not to exceed to the contract.

Railroad Submittal

1) Plan Submittal

Olsson will coordinate the submittal of final plans to Genesee & Wyoming (Railroad), including the completion of all forms and payment of all fees required by the Railroad. Olsson will receive review comments from the Railroad and update plans, as needed, to meet Railroad requirements.

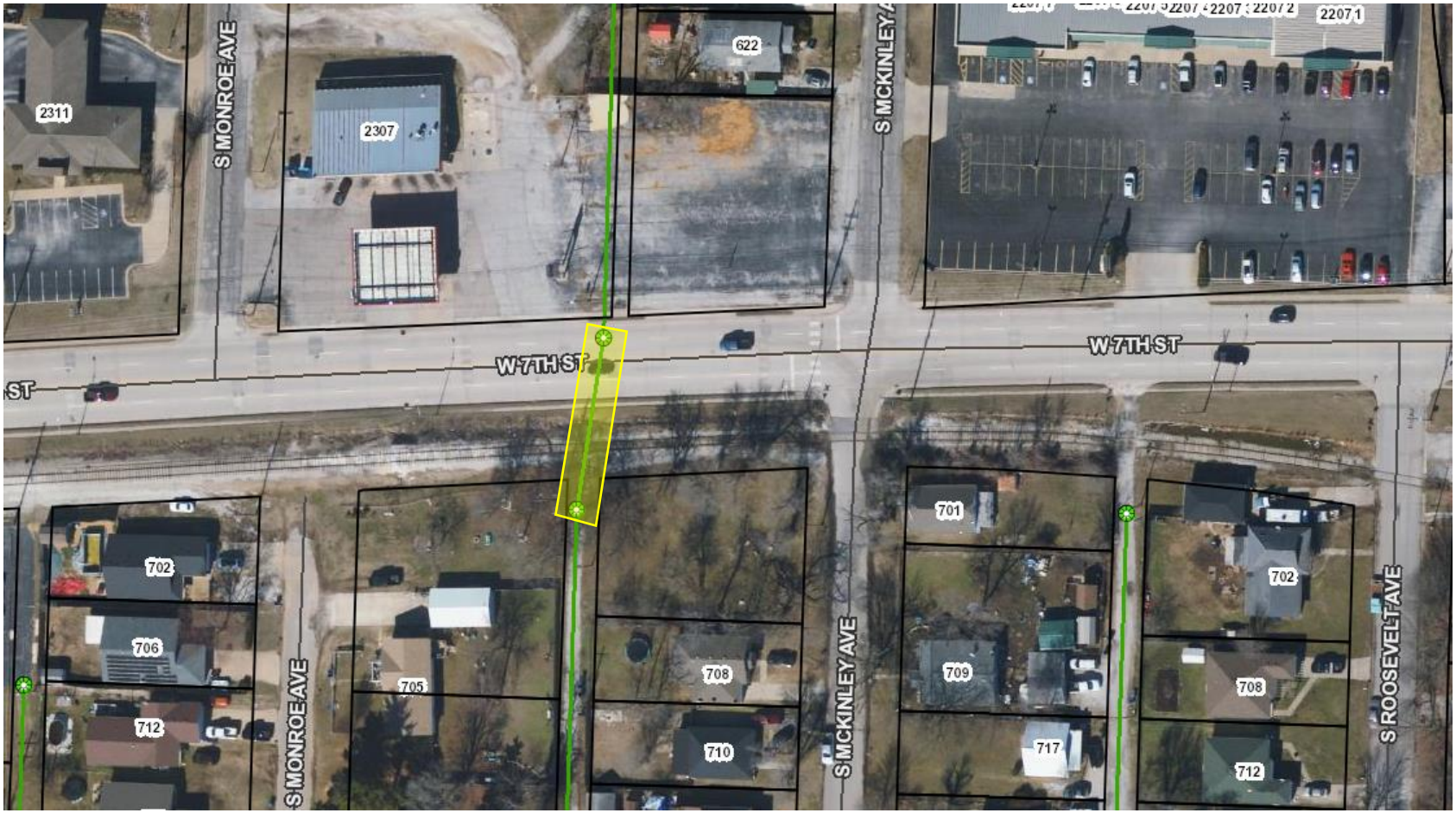
2) Olsson Fee's

Olsson's fee's for the railroad submittal are the following. The following fee's are based on current pricing listed on the Railroad forms. Any deviations to these prices at the time of submittal is subject to additional fee's beyond the scope of this agreement.

- Completed Pipeline Application - $1,000
- Railroad Engineer Review Fee - $2,250
- Contractor's Access/Occupancy Application and Fee – $1,750
- Preparation of all documents, form's, and processing and coordinating of applications with Railroad - $12,500

COMPENSATION

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $61,150. Should the cost of easement acquisition or railroad permitting services exceed this amount, additional amendments may be required to the Agreement.


2311
S MONROE AVE
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S ROOSEVELT AVE

CB2025-142

COUNCIL BILL NO. 2025-142 **ORDINANCE NO.**

AN ORDINANCE approving Amendment #1 to work authorization OLS-24OC-001 with Olsson for professional engineering consultation services in the not to exceed amount of Sixty-One Thousand One Hundred Fifty and 00/100 dollars ($61,150.00) for the 7th Street Sanitary Sewer Relocation 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 said amendment by and between the City of Joplin and Olsson in the not to exceed amount of Sixty-One Thousand One Hundred Fifty and 00/100 dollars ($61,150.00) for the 7th Street Sanitary Sewer Relocation Project on behalf of the City of Joplin; a true and accurate copy of said amendment being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of October 21, 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

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-143 Amendment 1 to Work Authorization OLS-OC21-04 with Olsson for professional engineering services for the Zora Street Improvements Phases 2 and 3 project.

MEETING DATE
October 6, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-143; Amendment 1 to Work Authorization OLS-OC21-04; 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-OC21-04 with Olsson in the not to exceed amount of Two Hundred Fifty-Six Thousand Five Hundred Eighty and 00/100 dollars ($256,580.00) for professional engineering services for the Zora Street Improvements Phases 2 and 3 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 Zora Street from Range Line to MO-249. In June 2020, the City entered into an agreement and Work Authorization OLS-OC20-04 with Olsson for engineering services associated with Phase 1 of the project, and in May 2021 the City executed Work Authorization OLS-OC21-04 for engineering services associated with Phases 2 and 3 of the project. At that time, it was known that a future amendment to Work Authorization OLS-OC21-04 would be required for Right of Way Services after development of 60% plans. Phase 1 of the E. Zora improvements project is defined as the construction of a new intersection at Zora St. 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.

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 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-OC21-04, Amendment #1 Zora Street (Rangeline to Highway 249)	

AMENDMENT 1 TO WORK AUTHORIZATION NUMBER (OLS-OC21-04) ZORA STREET (RANGELINE TO HIGHWAY 249) BETWEEN THE CITY OF JOPLIN, MISSOURI AND OLSSON, INC. UNDER THE PROFESSIONAL SERVICES AGREEMENT PROFESSIONAL SERVICES DATED MAY 24, 2021

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-OC21-04 to Master Agreement for Professional Engineering Consulting Services Dated 05/24/2021 exceed the sum of

Two Hundred Fifty Six Thousand Five Hundred Eighty and 00/100 Dollars ($256,580.00).

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: Jonathan Peitz

Title: Group Leader

Date: 09/25/2025

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Date: _____

AMENDMENT #1

Date: 8/01/2025

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated May 24, 2021 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: Zora Street (Rangeline to Highway 249)

Project Description: Phase 2: Duquesne Roundabout to Highway 249
Phase 3: Duquesne Roundabout to Rangeline Road Right of Way

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 100 – Survey

Task 101 – Boundary Verification
Olsson will utilize existing control from the Bartlett & West (B&W), Zora Street plans, to verify the section corners, property corners, and property lines. Title information shall be supplied by the City. Initial boundary survey from B&W was found with numerous errors, beyond initial scope assumption. Additional title work was requested, and field work supplemented to finalize and generate a revised boundary. An additional review of the new survey documents and change in ownership was preferred beyond original scope.

Fee = $12,500

Phase 300 – Phase 3 Rangeline to Duquesne

Phase 302 – Roadway Design
Utilizing the survey information provided by the City, and with subsequent updated by Olsson, Olsson will prepare design plans for the roadway improvement project based on City of Joplin Standards. Additional work was performed to modify right-of-way and easement based upon revised boundary information. Additional work to be performed for earthwork balance check and solidify phasing with traffic control plan.

Fee = $23,580

RIGHT OF WAY SERVICES

Phase 800 – Right of Way and Easement Documents and Negotiations (Phase 2)

Task 801 – Right of Way (R/W) and Easement Documents

Olsson will prepare right-of-way taking documents, slope/grading easements, and temporary construction easements for the Zora Street project, beginning at Rangeline and extending to the Duquesne Roundabout project. The initial estimate was 8 properties; 16 total properties were impacted. Additional documents were written for the additional property impacts.

Fee = $4,800

Task 805 – Right of Way (R/W) and Easement Negotiation Services

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 the City staff for the arrangement of payments to the property owners. A record of negotiations will be available to the City at all times upon request. If negotiations are not successful after three attempts the City will be notified that the negotiating activity has ceased, and we will request direction on how to proceed from the City of Joplin. The initial estimate was 8 properties; 16 total properties were impacted. Additional negotiation services were performed for the increase in property impacts. Additional communication was performed for all parcels beyond initial scope assumptions.

Fee = $38,200

Phase 900 – Right of Way and Easement Documents and Negotiations (Phase 3)

Task 901 – Right-of-Way (R/W) and Easement Documents

Olsson will prepare right-of-way taking documents, slope/grading easements, and temporary construction easements for the Zora Street project, beginning at Rangeline and extending to the Duquesne Roundabout project. This includes approximately 30 properties, Two (2) Right-of-way Documents, Ten (10) Permanent Easements, and Thirty (30) Temporary Construction Easements. Deliverables for the project will be signed and sealed exhibits and legal descriptions. Assumed individual documents for each easement type.

Fee = $31,500

Task 902 – Right-of-Way (R/W) and Easement Staking

Following preparation of right-of-way documents for each Parcel, Olsson will stake the proposed Right-of-Way and Easements in the field to assist the City during Right-of-Way and Easement Acquisition.

- Right-of-Way (R/W) and Easement Staking at Two (2) Right-of-way Parcels, Ten (10) Permanent Easements, and Thirty (30) Temporary Construction Easements.
- Scope assumes 12 full day trips to the site by a 2-man crew to perform the staking. Trips beyond the 20 allotted will be considered additional services.

Fee = $18,000

Task 903 – Monument New Right-of-Way (R/W)

Following successful acquisition of all new Right-of-Way, Olsson will monument the new Right-of-Way by placing survey pins at property corners along the newly acquired Right-of-Way.

- Monumentation of the New Right-of-Way (R/W) and reestablish monumentation destroyed during construction, estimated at Thirty (30) Right-of-Way Parcels.
- Scope assumes 2 full-day trips to the site by a 2-man survey crew.

Fee = $3,000

Task 904 – Appraisals

Olsson will provide Appraisal Services as part of the Right-of-Way and easement Acquisition Services described above, on an Estimated Parcel basis. Appraisals will be provided by a Subconsultant.

- Properties that fall under the waiver valuation category, any properties valued at under $25,000, may have a waiver valuation completed under current MoDOT regulations.
- All waiver valuation reports shall be provided to and signed by the City of Joplin.
- Appraisals are estimated at ten (10) Parcels for $2,500 per parcel
- Waiver Valuations will be completed by Olsson, estimated at (20) Parcels for $500 per parcel.

Fee = $35,000

Task 905 – Right of Way (R/W) and Easement Negotiation Services

Olsson shall negotiate the acquisition of right of way necessary to construct phase 3 of the Zora Street widening in Joplin. Olsson understands the property will be acquired under the Uniform Relocation Act.

Pre-Acquisition Meeting and Progress Report Meetings.

- Olsson shall participate in a pre-acquisition meeting prior to the start of the project with the City of Joplin. This meeting will be to discuss project timelines, project milestones and review the scope of work responsibilities.
- b) Olsson shall participate in monthly progress report meetings with City of Joplin staff during the duration of right of way acquisition activities or on an as needed basis.

Negotiations.

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

furnished by the title company and Olsson.

- Olsson shall negotiate all acquisitions in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, and implementing regulations (49 CFR Part 24).
- City of Joplin shall provide Olsson will all agreements and conveyance documents necessary for the acquisition of the property.
- Olsson shall prepare all necessary documents for review and signature by City of Joplin. Olsson shall not present any counteroffer or agree to any engineering plans revisions or changes without express permission by City of Joplin. Olsson shall relay all concerns, counteroffers, or issues to City of Joplin for review and consideration.
- When negotiations result in an agreement, Olsson shall prepare the necessary documents and secure notarized signatures from the owner or their representatives, as well as any tenants to submit for payment.
- Olsson shall complete all documents necessary to facilitate the payment of settlements to property owners.
- When negotiations result in condemnation, Olsson shall submit all necessary completed files and documents to the City of Joplin.
- Olsson understands that no Relocations will take place as part of the project. If any Relocations are to take place Olsson will issue an amendment

Condemnation services are excluded. For condemnation purposes Olsson charges a rate of $120.00 per hour for court appearances, attorney conferences and preparation of court exhibits. These shall be considered Additional Services.

Assumptions for Task 905 are as follows:
The City of Joplin will provide Olsson with a notice to proceed (1) all applicable title commitments; (2) the City of Joplin will provide vacancy notices to each owner when applicable. (3) All conveyances and documents to secure all rights, title, and interest for each parcel will be turned over to the City of Joplin personnel for closing each transaction.

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 the City staff for the arrangement of payments to the property owners. A record of negotiations will be available to the City at all times upon request. If negotiations are not successful after three attempts the City will be notified that the negotiating activity has ceased, and we will request direction on how to proceed from the City of Joplin.

Fee = $90,000 ($3,000 per parcel)

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely competent and professional manner, in

accordance with applicable standars of care, project of similar geographic location, quality and scope.

Fee can be moved between tasks.

SCHEDULE FOR OLSSON'S SERVICES

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

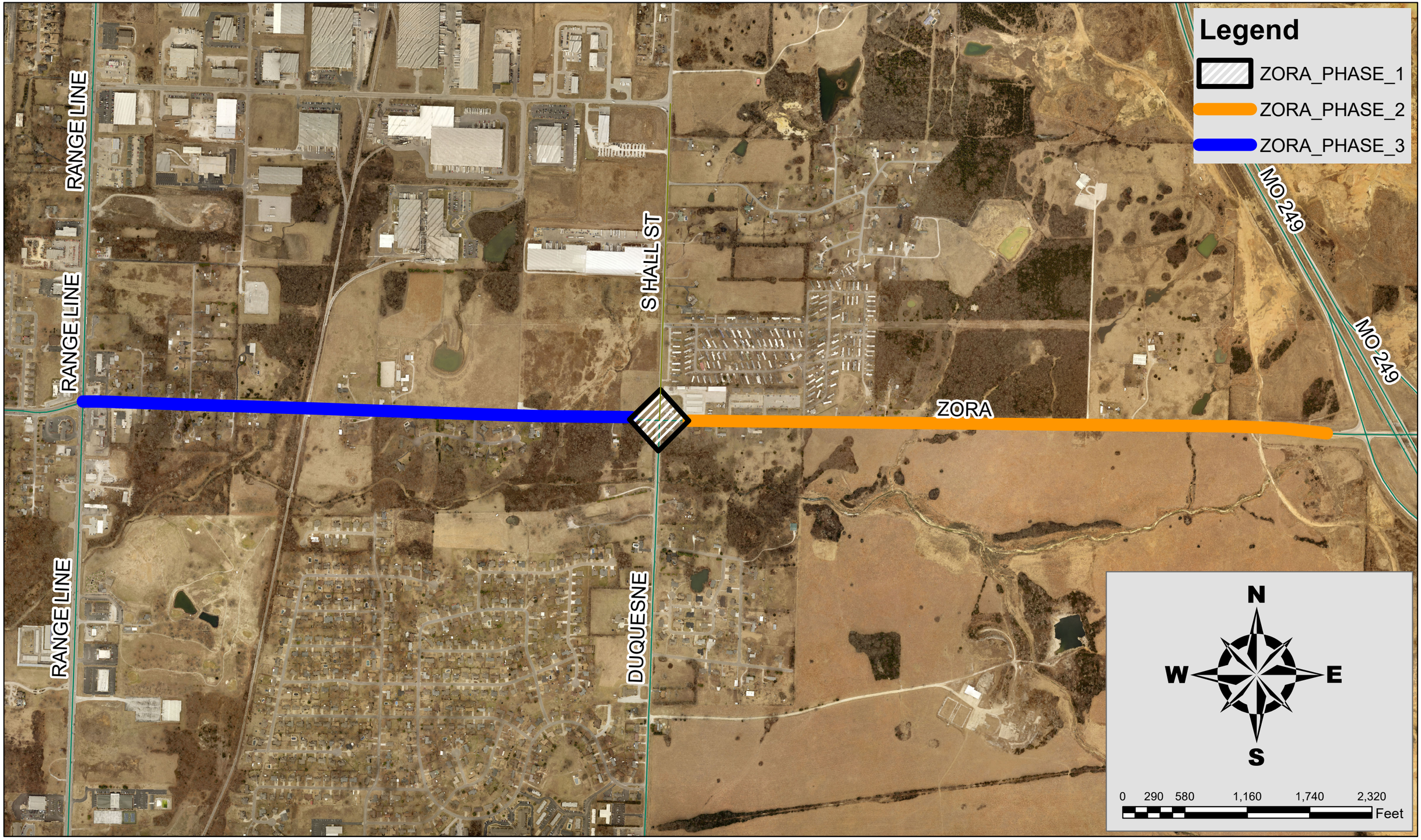
Anticipated Start Date: Upon Receipt of Signed Amendment
Anticipated Completion Date: March, 2026

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.

SUMMARY OF FEES

Task 101 - Boundary Verification	$12,500.00
Task 302 - Roadway Design	$23,580.00
Task 801 - R/W Easement Documents	$4,800.00
Task 805 - R/W Negotiations	$38,200.00
Task 901 - R/W Easement Documents	$31,500.00
Task 902 - R/W Easement Staking	$18,000.00
Task 903 - R/W Monumentation	$3,000.00
Task 904 - Appraisals	$35,000.00
Task 905 - R/W Negotiations	$90,000.00
Total Fee	**$256,580.00**

ZORA WIDENING



COUNCIL BILL NO. 2025-143 **ORDINANCE NO.**

AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC21-04 with Olsson in the not to exceed amount of Two Hundred Fifty-Six Thousand Five Hundred Eighty and 00/100 dollars ($256,580.00) for professional engineering services for the Zora Street Improvements Phases 2 and 3 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-OC21-04 with Olsson in the not to exceed amount of Two Hundred Fifty-Six Thousand Five Hundred Eighty and 00/100 dollars ($256,580.00) for professional engineering services for the Zora Street Improvements Phases 2 and 3 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 October 21, 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 2025-143

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 2025-144 Agreement and Work Authorization with SFS Architecture, Inc. for Architectural Design Services for the Public Safety Training Center (PSTC) Bathroom Facility

MEETING DATE
October 6, 2025

ORIGINATING DEPT
Public Works-Engineering/Fire Department

ATTACHMENTS
Council Bill 2025-144; Agreement and Work Authorization; Location Map

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an Agreement and Work Authorization with SFS Architecture, Inc. for Architectural Design Services for the Public Safety Training Center (PSTC) Bathroom Facility in the not to exceed amount of Fifty-Three Thousand Two Hundred and 00/100 dollars ($53,200.00)

BACKGROUND
The City of Joplin's Public Safety Training Center (PSTC) Facility is located at 5102 Swede Lane, Webb City, Missouri. The need for a rehab/bathroom structure located at this location has been identified by City of Joplin personnel. In October of 2024 the Joplin City Council authorized funds in the FY 2025 budget for architectural design services for a new rehab/bathroom structure at the PSTC.

In accordance with the City of Joplin's procurement policies, a Request for Qualifications for Architectural Services was advertised in the Joplin Globe on May 10, 2025, with submittals due to the City by June 12, 2025. Qualification submittals were received from one architectural firm, which was reviewed and scored by teams comprised of both City Fire Department and Public Works personnel. SFS Architecture, Inc. was determined to be qualified to provide the requested services. A scoping meeting was held with SFS to determine the scope of work to be included in the design agreement. The fees submitted by SFS Architecture, Inc. have been reviewed by City staff and found to be within industry standards. The budget is being amended for the Public Safety Sales Tax, in the amount of $18,200.00.

FUNDING SOURCE
This item is partially included in the FY 2025 Budget in the Public Safety Sales Tax. This item includes a budget amendment to the Public Safety Sales Tax Fund

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

COUNCIL BILL NO. 2025-144 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement and Work Authorization with SFS Architecture, Inc. for Architectural Design Services for the Public Safety Training Center (PSTC) Bathroom Facility in the not to exceed amount of Fifty-Three Thousand Two Hundred and 00/100 dollars ($53,200.00) 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 Agreement and Work Authorization with SFS Architecture, Inc. for Architectural Design Services for the Public Safety Training Center (PSTC) Bathroom Facility in the not to exceed amount of Fifty-Three Thousand Two Hundred and 00/100 dollars ($53,200.00), 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 SFS Architecture, 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 Eighteen Thousand Two Hundred and 00/100 dollars ($18,200.00).

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

Section 5. That upon the final approval and acceptance of the consultant's work under said 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 Public Safety Sales Tax Fund.

Section 6. That this Council Bill shall have an effective date of October 21, 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

Council Bill 2025-144

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY		ARCHITECT (ENGINEER)	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: SFS ARCHITECTURE Address: 2100 Central Street, Suite 31 Kansas City, MO 64108	
Attention: Robert Beachner, Capital Improvements Project Manager		Attention: Kwame W. Smith, Principal	
Department: Public Works		Phone: (816) 541-2288	Fax: n/a
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: PSTC Bathroom Facility	

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

WITNESSETH:

THAT, WHEREAS the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a project identified on future Work Authorizations to this Agreement.

WHEREAS the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of property known to the City or other agencies but not to the Engineer.

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports, as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. Engineer represents that Engineer will secure at Engineer's own expense; all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

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

9. **Confidentiality of Documents**. Any reports, data, design, or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** Engineer agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

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

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

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

14. **Nonresident/Foreign Contractors**. Engineer shall procure and maintain during the life of this contract:

a. If Engineer is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

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

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

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. Engineer shall, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer’s (or any of Engineer’s subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City’s own negligence or wrong doing.

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

c. In no event shall the City or Engineer be liable to the other for special, indirect, or consequential damages, except those caused by either Party'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 other Party shall be limited to the amount of money to be paid or received by the other Party under this contract.

18. **Ownership of Documents.** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: SFS Architecture, Inc.

By: _____

Printed Name: Kwame W. Smith

Title: Principal

Date: 9/26/2025

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

Date: _____

CITY		ENGINEER (ARCHITECT)	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: SFS Architecture, Inc. Address: 2100 Central Street, Suite 31 Kansas City, MO 64108	
Attention: Robert Beachner, Capital Improvements Project Manager		Attention: Kwame W. Smith, Principal	
Department: Public Works		Phone: (816) 474-1397	Fax:
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: PSTC Bathroom Facility	

WORK AUTHORIZATION NUMBER _PSTC-Bathroom-D001_____

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _PSTC Bathroom Facility_____

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

1. **Services**. 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 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 compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number PSTC-Bathroom-D001 exceed the sum of Fifty Three Thousand Two Hundred Dollars ($53,200.00).

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

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

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

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

As of January 1, 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 and no/100 Dollars ($3,000,000.00) 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 and no/100 Dollars ($3,000,000.00) 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 per claim aggregate. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

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

f. Notice. 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: SFS Architecture, Inc.

By: _____

Printed Name: Kwame W. Smith

Title: Principal

Date: 9/26/2025

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

Date: _____

sfsarchitecture
drivenbyconnections

September 24, 2025

Robert Beachner
Capital Improvements Project Manager
City of Joplin, MO
602 S. Main Street
Joplin, Missouri 64801

Re: Joplin Public Safety Training Center New Bathroom Upgrade
Design Services Proposal

Dear Mr. Beachner:

SFS Architecture is pleased to provide this professional design services proposal to provide architectural and engineering services for the development of a new restroom building at the Public Safety Training Center in Joplin.

Again, we appreciate the opportunity to provide a proposal for these services. We are very excited about the opportunity to work with you and the Fire Department on this important project.

If you have questions or comments regarding this information, please do not hesitate to call us.

Sincerely,

Kwame W. Smith, AIA
Principal

PROJECT UNDERSTANDING

The scope of this project is to develop design and bidding documents for a restroom building with an extended overhang at the Public Safety Training Center. Size and configuration of the restroom building is approximately 425 SF accommodating two single occupancy restrooms for both male and female plus custodial/mechanical storage and all-season space conditioning. Our understanding is that City of Joplin does not intend to utilize a community engagement component to the design phase of this project or anticipate preliminary or final site development plan approvals prior to submitting for a building permit. Construction and procurement documents would be developed to solicit competitive bids at a later date. Bid-ready documents are to be completed by January 31, 2026.

SCOPE OF WORK

Professional Services for this project will include the disciplines of Architecture, Structural Engineering, MEP Engineering, Civil Engineering, and Landscape Architecture. The following consultants are identified for these disciplines:

Civil Engineering	Olsson
Landscape Architect	SWT Design
Structural Engineering	Bob D. Campbell
Mech. Elect. & Plumbing Engineering	PKMR Engineers
Land Surveying	Olsson
Geotechnical	Olsson

Our approach to this project as outlined herein is based on the following assumptions:

- Design services will include Site Analysis, Cost Estimating, and Construction Documents for Bid.
- Topographic surveys are to be included as a reimbursable expense.

Reference attached work plan for key dates and milestones.

Task 1 –Site Analysis and Schematic Design (33% design completion)

SFS will work with project stakeholders to assess the existing site based on anticipated needs and identify potential locations for the restroom facilities. These may include discussion and confirmation of the site locations, building character, size(s) and any other overall expectations. In addition, the SFS team will prepare visual preferencing materials to guide the material selection and character of the structures. Once the locations of the proposed structures have been agreed upon, a topographic survey and geotechnical investigations will be performed.

Deliverables at the conclusion of the Schematic Design phase will include the following:

- Site Plans – Architectural
- Conceptual Floor Plans – Architectural
- Exterior Elevations – Colorized with materials noted.
- Opinion of Probable Cost

Meetings: One (1) Initial Site Visit, up to two (2) virtual meetings.

Task 2 - Construction Documents (66% design completion and Pre-bid)

The Construction Documents phase will include refining the preliminary design and developing the technical drawings and specifications for bidding the Work. Documents will be suitable for permitting, bidding and construction. Intermediate submittal will be provided at the 66% and 100% completion phases followed by review

meetings. Revisions required by permit plan reviewers will be included as part of this phase. In addition, the team will contact utility services to anticipate utility connection expectations.

Deliverables at the conclusion of this phase will include the following:

- Demolition Plan.
- Site Plan.
- Civil Grading, Erosion Control and Utility Plans.
- Structural Plans and Details.
- Architectural Plans, Elevations and Details.
- M/E/P Plans and Details.
- Opinion of Probable Cost.

Meetings: Up to two (2) virtual meetings.

Basic Services Exclusions

The following items are specifically excluded from the Basic Services noted above:

- Bidding and procurement.
- Construction administration.
- Plan review fees or other fees charged by third party entities.
- Drainage studies, traffic studies, roadway/parking design and public improvements.
- Preliminary or Final Development Plans.
- Public meetings, planning commission or City Council presentations.
- Stormwater studies, detention or BMP's.
- Hazardous materials abatement assessment and design.
- As-built surveys.
- Record documents.
- Code-required special inspections. Special Inspections/Testing (can be added if needed).
- SWPPP/NOI (Disturbance will remain under 1 acre thus no NOI anticipated).
- Site lighting plans.
- Private utility locates.

Schedule

SFS Architecture is prepared to begin work immediately. Anticipated timeframes for each task are identified above. Schedule may be affected by delays out of our control such as: reviews required by regulating agencies or authorities having jurisdiction, delays in geotechnical or surveying firms, or Owner directed changes to previously approved plans.

PROFESSIONAL SERVICES COMPENSATION

SFS architecture proposes providing the above scope for the fees outlined below:

Professional Design Services for Task 1 & 2 $41,000.00

Reimbursable Project Expenses

Reimbursable Expenses are in addition to the professional fees indicated above. Expenses such as printing, reproductions, mileage, postage, and topographic survey are considered reimbursed expenses and are excluded from the above fee and scope. Reimbursed expenses incurred by SFS and its consultants shall be billed and itemized by each cost incurred. We estimate reimbursable project-related expenses to be **$12,200.00*** and will invoice the City for expenses monthly at a rate of 1.0 times the actual cost. ****Reimbursable expenses include a proposal of $10,200 to provide a land survey and geotechnical investigations of the subject portion of the property.***

Supplemental Services
During the project additional services may be requested. Fees for additional services outside of the scope outlined in this proposal will be discussed and mutually agreed upon prior to SFS Architecture and the consultants proceeding with those services.

Invoicing
Invoicing will occur monthly for services rendered and are due upon receipt.

Limitation of Liability
In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees to the fullest extent permitted by law, to limit the liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners employees, shareholders, owners and subconsultants shall not exceed the Consultant's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

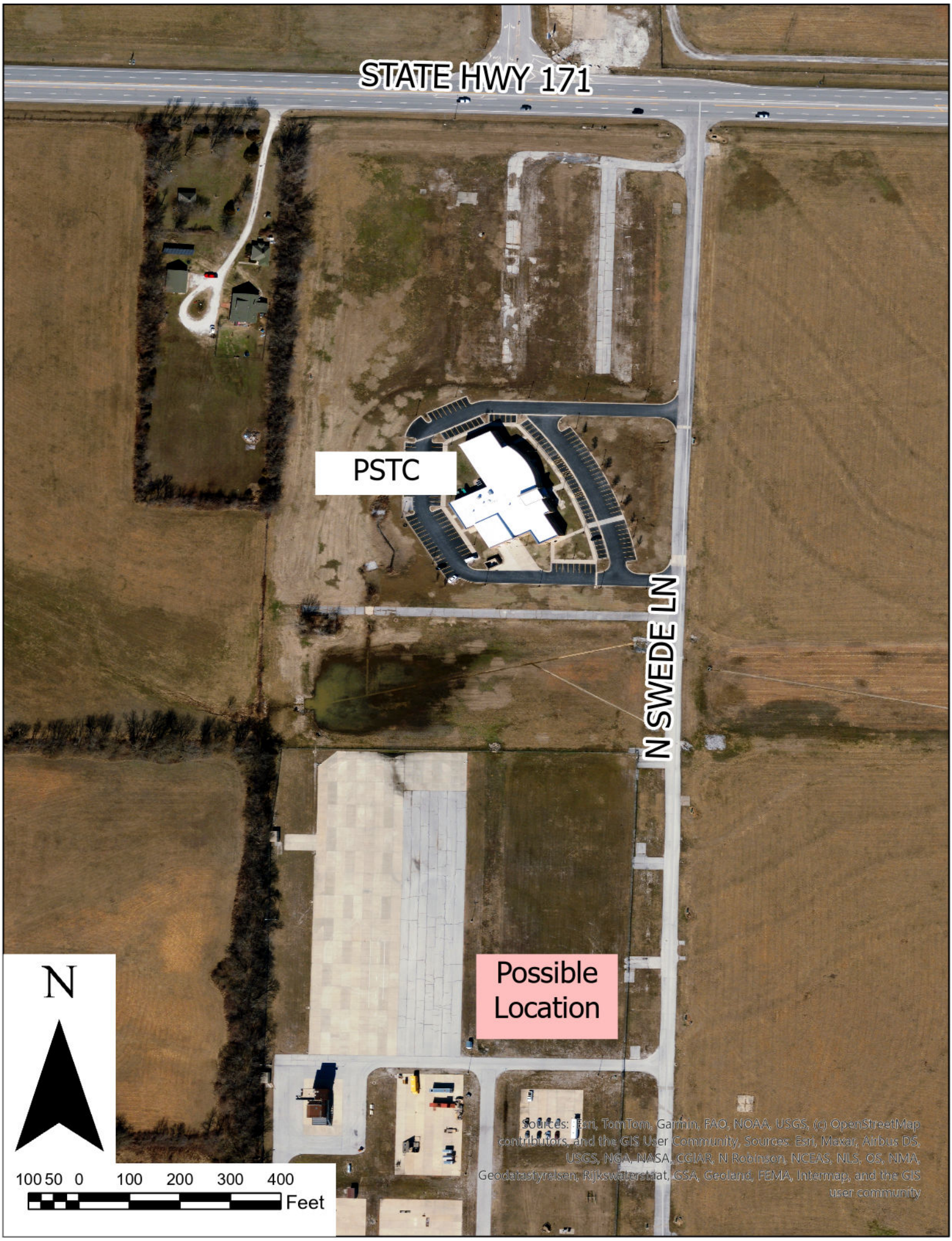
Joplin FD PSTC Bathroom
City of Joplin, Missouri

sfsarchitecture

Preliminary Project Work Plan

9/9/2025 ***revised 9/17/25***

		Date/ Duration
TASK 1	**SITE ANALYSIS + SCHEMATIC DESIGN**	**1 month**
	Work period complete	**week of 11/10/25**
Pre-Kickoff Activities		Anticipated NTP 10/21/25
Collect and review pre-existing information		
Schedule kickoff meeting		
Design Kickoff Meeting (virtual)		**complete**
Introductions / roles and responsibilities		
Project / scope overview		
Establish project goals and objectives		
Review preliminary work plan		
Budget Confirmation		
Permitting Process		
Owner Architect Agreement		
Progress Meeting: Program Confirmation and Site Analysis (in-person)		**10/22/2025**
Space needs confirmation		
Visual preferencing		
Site analysis and tour		
Existing Site Investigations		**week of 10/27/25**
Topographic survey		
Geotechnical investigation		
Prepare Schematic Design Deliverable		**submit week of 11/03/25**
Architectural Site Plan		
Conceptual Floor Plan		
Exterior Building Elevations (colorized)		
Opinion of Probable Cost		
Progress Meeting: SD Review Meeting (virtual)		**week of 11/10/25**
Review SD deliverable		
Approval to move into construction documents		
TASK 2	**CONSTRUCTION DOCUMENTS**	**2 months**
	Work period complete	**week of 1/19/26**
Prepare 66% Design Deliverable		**submit week of 12/08/25**
Progress Construction Documents		
Draft Specifications		
Opinion of Probable Cost		
Progress Meeting: 66% Design Deliverable Review (virtual)		**week of 12/15/25**
Review design deliverable		
Approval to finalize construction documents		
Prepare Draft 100% Construction Documents Deliverable		**submit week of 1/05/26**
Construction Documents		*submit for permitting*
Specifications		
Opinion of Probable Cost		
Progress Meeting: 100% Design Deliverable Review (virtual)		**week of 1/12/26**
Review design deliverable		
Final owner comments		
100% Construction Documents Deliverable		**week of 1/19/26**
Incorporate final review and permitting comments		
Submit 100% Construction Documents		
DESIGN COMPLETE		


STATE HWY 171
PSTC
N SWEDE LN
Possible Location
N
100 50 0 100 200 300 400
Feet
Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-284 – Final Plat

MEETING DATE:
October 6, 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 031-25: West of the intersection of N St Louis Ave and Reed St – Final Plat - A request to review a final plat – Schuber Mitchell Homes

BACKGROUND:

The proposed plan is to install the third subdivision phase for the Emerald Glades Subdivision. This subdivision was approved under the previous zoning code and was part of a planned development for smaller lot sizes in an R-1 District. There are 48 lots planned for this phase.

PLANNING & ZONING COMMISSION TESTIMONY:

Lillian Bryant, with OWN engineering, represented the case. She stated that there were 48 lots in this phase. Mr. Bellairs stated that the Commission has seen a couple of iterations of this. The most recent revision clarifies and outlines where the easements are and the sign easements. There were also some clarifications added on the boundary lines and one of the setback lines was not to scale. The commissioners discussed with the applicant how this subdivision would enter/exit onto the other streets and how it would connect to the adjacent subdivision.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:

Staff recommends approving Council Bill 2025-284
Planning & Zoning Commission recommends approving Case 031-25 (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
Final Plat

CASE 031-25 Final Plat Review

NAME OF SUBDIVISION Emerald Glades Phase 3

LOCATION: West of the intersection of N St Louis Ave and Reed St.

APPLICANT: Schuber Mitchell Homes

PRESENT ZONING: R-1 PD (Single-Family Residential, Planned Development)

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1 PD	R-1	R-1 PD	R-1 PD
Land Use	Single-Family Dwellings	Single-Family Dwelling	Vacant	Vacant

SUBDIVISION:

Number of lots
48

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
N Michigan Ave	Local	50′
Osage St	Local	50′
N McKee Ave	Local	50′
Aster Ave	Local	50′

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

No.

UTILITIES: All necessary utilities will be extended and constructed for the site. This includes stormwater detention, sewer, electric, water, and gas.

FLOOD PLAIN: N/A

STAFF ANALYSIS:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes (Pre-2022 Code).

DISCUSSION:

The proposed plan is to install the third subdivision phase for the Emerald Glades Subdivision. This subdivision was approved under the previous zoning code and was part of a planned development for smaller lot sizes in an R-1 District. There are 48 lots planned for this phase.

Staff recommends approval of Case 031-25

ENCLOSURES:

Applicant Material
Final Plat
Map

CASE 031-25: FINAL PLAT

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

Lillian Bryant of 811 E 3rd Street, Joplin, Missouri, with OWN Engineering on behalf of Schuber Mitchell Homes stated they are proposing the third phase of Emerald Glades, one of six phases, on N St Louis, near Fountain. This is 48 lots, the exact same as the preliminary plat.

Mr. Bellairs stated that the Commission has seen a couple of iterations of this. The most recent revision clarifies and outlines where the easements are and the sign easements. There were also some clarifications added on the boundary lines and one of the setback lines was not to scale.

Dr. Rosenberg asked if all exits were on to St Louis.

Ms. Bryant stated yes.

Dr. Rosenberg asked if they have property onto Fountain Rd that it will connect to.
Ms. Bryant explained that Phase 6 of Emerald Glades will connect to Phase 2 of the other subdivision on Fountain Rd.

Arturo Levo, Schuber Michtell Homes, 1835 W 12th St. He explained this phase is south of phase 2, and north of that is phase 1 on E White Oak St. Phase 1 is completed and Phase 2 is being built.

Mr. Bellairs clarified where these connect and stated Dr. Rosenberg was correct that it will connect N St Louis to Fountain Rd.

Ms. Klue-Michael asked if this connects to another subdivision or another road.

Ms. Bryant stated that it connects to another subdivision.

Ms. Klue-Michael asked if the people in this subdivision want to exit on Fountain Rd, will they have to go through another 82 houses.

Ms. Bryant stated that this is correct.

Mr. Bellairs added they are providing another outlet on the West side for future connections should surrounding property in the County be developed. Ms. Bryant confirmed.

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 031-25. THIS MOTION WAS SECONDED BY MRS. HARRINGTON. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

Final Plat 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.: 031-25
Filing Fee: $0
Received: 7/25/25
Subdivision No.: 25-030
Proj. No.: _____

Applicant: OWN, Inc. Phone No.: 417.782.7399

Address: 811 E 3rd St. Joplin, MO 64804 Email: agonzalez@weareown.com

Owner: Schuber Mitchel Homes Phone No.: 417.680.4038

Address: 2340 S. Range Line Rd Joplin, MO 64804 Email: aelivo@schubermitchell.com

Location of Property: 3534-3318 N St. Louis Ave Joplin, MO

Present Use of Property: Residential Zoning: R-1-PD

Design Professional who Prepared the Plat: Ron Wallace

Phone No.: 417.782.7399 Email: rwallace@weareown.com

Name of Subdivision: Emerald Glades Phase 3

Total Acres: 11.42 acres Total Lots: 48 lots

Instructions:
The following checklist is to be completed **by the applicant** and shall accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

To be shown on plat: The following information is **required** to be shown on the plat.

Yes	No	
☒	○	Name of the subdivision

X	○	Location of section, township, range, county, and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct
X	○	Location of monuments or benchmarks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments
X	○	The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines
X	○	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block
X	○	Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets
X	○	Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use
X	○	Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission
X	○	Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements
X	○	Name and address of the registered land surveyor preparing the plat
X	○	Scale of plat, 1" = 100' or larger, date or preparation and north point
X	○	Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated

Submission of Documents: The following documents **must** be submitted in addition to this application.

Yes	No	
X	○	Was the original on mylar, and 20 paper copies submitted?
X	○	Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?

○	⊗	Was a bond or letter of credit submitted?
⊗	○	Has certification been submitted stating that all taxes and special assessments due and payable have been paid?
⊗	○	Is the signature of owner(s) and, as necessary, mortgager(s) on plat?
⊗	○	Are dedications or reservations signed over on plat?
⊗	○	Has the surveyor preparing plat stamped and signed?
⊗	○	Has a copy of any deed restrictions or covenants been provided?
○	⊗	Are additional comments attached?

Final plats that do not meet subdivision regulations will **not** be processed or scheduled on an agenda to the Planning and Zoning Commission until corrected.

Signature: Lillian Bryant **Date:** 7/24/2025

Recorded In Jasper County, Missouri
Recording Date/Time: 10/29/2024 at 12:55:51 PM
Book: 2736 Page: 10
Instr #: 2024014322
Type: REST
Pages: 21
Fee: $84.00 S 20240014226
Charlotte Pickering
Recorder of Deeds

After Recording Return to:
Schuber Mitchell Homes, LLC
3331 N. Rangeline Rd.
Joplin, MO 64801
866-499-8919

Declaration of Covenants, Conditions and Restrictions for Emerald Glades Subdivision City of Joplin, Jasper County, Missouri (All Phases in Subdivision)

THIS Declaration of Covenants, Conditions and Restrictions, referred to herein as the "Declaration", is made this 29 day of October, 2024, by Schuber Mitchell Homes, LLC, a Missouri limited liability company, referred to herein as "Declarant", concerning the residential subdivision known as Emerald Glades Subdivision, referred to as "the Subdivision".

WITNESSETH

WHEREAS, the Declarant is the Owner of real property located in Jasper County, Missouri, being more fully described in Exhibit A attached to this Declaration and incorporated herein by reference, sometimes referred to herein as the "Property"; and

WHEREAS, the Declarant is in the process of developing and platting the aforesaid Property into a residential community, and contemplates subdividing such Property into individual, quality, single-family or multi-family Lots, and, in addition, contemplates setting aside certain tracts of land for common landscaped areas, for signs identifying the Subdivision and other amenities; and

WHEREAS, the Declarant desires that the entire Subdivision constitute a single-family and multi-family residential community, with rights and obligation toward the Ownership and maintenance of landscaped common areas at or near the entries to the Subdivision, as well as the signs identifying the Subdivision; and

WHEREAS, the total development of the Subdivision residential community will take several years;

WHEREAS, the Declarant desires to provide for building and use restrictions to promote and ensure that the Subdivision is a quality residential community, that all homes are constructed of quality materials and workmanship and are compatible with other homes in the Subdivision, and to protect the property values of all Owners within the Subdivision;

WHEREAS, the Declarant desires and aspires for the Subdivision to grow and mature into an environment where all members of Emerald Glades Subdivision feel a sense of comfort and belonging; and the Declarant additionally desires for each Owner to be friendly, respectful, trustworthy, and gracious to one another and that this Declaration facilitates and promotes such a sense of community.

NOW THEREFORE, in consideration of the foregoing and for the purpose of enhancing and protecting the value and desirability thereof, the Declarant hereby declares and subjects all of the Property described in Exhibit A, now known as Emerald Glades Subdivision, to the covenants, charges, assessments, conditions, and restrictions set forth in this Declaration, all of which shall run with said Property and shall benefit and be binding upon all parties and all persons owning all or any part thereof, and their heirs, personal representatives, successors, and assigns. Any and all contracts, purchase agreements, or Deeds affecting any of the Property or Lots therein shall be deemed to have these covenants and restrictions incorporated therein by reference, and any and all such contracts, purchase agreements, or Deeds affecting any of the Property or Lots therein shall be conclusively held to have been executed, delivered, and accepted with full knowledge of all covenants and restrictions contained herein. Furthermore, it is expressly declared and agreed that these covenants also benefit the Declarant and future Owners of the Property because of the interest of the Declarant and such future Owners in having the entire Property maintained in an attractive manner for the benefit of all Owners of any portion of the Property.

STATEMENT OF DECLARANT'S INTENTIONS REGARDING THE SUBDIVSION

It is the Declarant's belief that good neighbors tend to share meals, tools, and phone numbers. Good neighbors keep their lawns, pets, noise levels, and gossip in check. In short, good neighbors look out for one another, are genuinely friendly, and trust that their fellow neighbors have their best interest at heart. The Declarant intends for the Owners to seek to be the best neighbors possible to one another, and in doing such, our community will continually strive to: (i) welcome new residents and foster and maintain those relationships, (ii) offer assistance when a neighbor is in either stated or apparent need; (iii) graciously receive help when a neighbor extends a hand; (iv) trust each other and assume the best in each interaction; (v) respect other families' property, time, and resources; and (vi) do our part to create a community where every resident loves coming home. Please, do to others as you would have them do to you.

SECTION I
CONCEPTS AND DEFINITIONS

The following words, whether or not capitalized, when used in this Declaration or in any amended or supplementary Declaration (unless the context shall otherwise clearly indicate or prohibit), shall have the following respective concepts and meanings:

"Amended Declaration" shall mean and refer to each and every instrument recorded in the Records which amends, supplements, modifies, clarifies or restates some or all of the terms and provisions of this Declaration.

"Architectural Control Committee" or **"ACC"** shall mean and refer to that particular committee which may be from time to time appointed or selected pursuant to Section II hereof.

"Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be from time to time duly amended or modified.

"Assessments" shall mean any charge levied against a Lot, Owner, etc. pursuant to this Declaration.

"Association" shall mean and refer to the Emerald Glades Home Owners Association, which shall be formed as an Missouri non-profit corporation which has the power, duty and responsibility of maintaining and administering certain portions of the Subdivision and all of the Common Properties, administering and enforcing the Declaration, and otherwise maintaining and enhancing the quality of life within the Subdivision.

"Board" or **"Board of Directors"** shall mean and refer to the Board of Directors of the Association.

"Building Contractor" shall mean a general contractor, building contractor, construction manager, architect, or Owner, provided that such person meets the criteria established by the ACC under the provisions of Section II.

"Bylaws" shall mean and refer to the Bylaws of the Association, as adopted and amended from time to time in accordance with the provisions of this Declaration and the Missouri Non-Profit Corporation Act or other applicable laws promulgated by the State of Missouri.

"City" shall mean and refer to the City of Joplin, Jasper County, Missouri.

"Common Properties" shall mean and refer to any and all areas of land within the Subdivision which are known, described or designated as green areas, common areas, the Streets, any controlled access areas and monitoring devices, Street lighting and signs (and all elements thereof), detention ponds, entryways, monuments, perimeter fences and walls, off-site monuments and directional signs, landscape easements, and any greenbelt and the like, including, without limitation, those shown on any Plat, as well as those not shown on a Plat but which are intended for or devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or that may hereafter be constructed thereon. The "**Common Properties**" shall also include any and all public right-of-way lands for which the City has required that the Declarant and/or the Association expend private, non-reimbursable time and monies to care for and maintain, such as, but not limited to, Street medians or park areas.

"Completion" shall mean the date of the completion of construction of Dwellings on one hundred percent (100%) of the Lots in the Subdivision and the closing of the sale of one hundred percent (100%) of said Lots with the Dwelling constructed thereon.

"Covenants" shall mean and refer to all covenants, conditions, restrictions, easements, charges and liens set forth within this Declaration or any Amended Declaration.

"Days" as used herein shall mean calendar days, with the exception of "business days" which term shall mean each day except for any Saturday, Sunday or legal holiday under the laws of the State of Missouri or the United States of America.

"Declarant" shall mean and refer to Schuber Mitchell Homes, LLC, and any or all successors and assigns thereof with respect to the voluntary disposition of all (or substantially all) of the right, title and interest of Schuber Mitchell Homes, LLC in and to the Subdivision; provided

however, no Person merely purchasing one or more Lots from Schuber Mitchell Homes, LLC or its successors or assigns in the ordinary course of business shall be considered a "Declarant."

"Declaration" shall mean and refer to this particular instrument entitled: "Declaration of Covenants, Conditions and Restrictions for Emerald Glades Subdivision, City of Joplin, Jasper County, Missouri," together with any and all amendments or supplements hereto.

"Deed" shall mean and refer to any deed, assignment, testamentary bequest, muniment of title or other instrument, or intestate inheritance and succession, conveying or transferring fee simple title in a Lot.

"Development Period" shall mean a period commencing on the date of the recording of the original Declaration in the Records and continuing thereafter until and ending on the earlier of (a) the date of the completion of construction of Dwellings on seventy-five percent (75%) of the Lots in the Subdivision and the closing of the sale of seventy-five percent (75%) of said Lots with the Dwelling constructed thereon, or (b) the date the Declarant voluntarily terminates the Development Period by recording a written notice of such termination in the Records.

"Director" shall mean and refer to any duly elected member of the Board.

"Dwelling" shall mean and refer to any building or portion of a building situated upon any Lot that is designed and intended for Residential Use.

"Front Yard" shall mean and refer to (a) as to interior Lots, the front yard area of the dwelling between the Street (on the one hand) and the dwelling exterior and fence (on the other hand) and (b) as to corner Lots, the front yard area of the dwelling between the Street (on the one hand) and the dwelling exterior and fence (on the other hand), and that potion of the side yard area exposed to the Street, between the Street (on the one hand) and the dwelling exterior and fence (on the other hand), but excluding patios, courtyards and fenced areas, unless otherwise defined by the Board.

"Improvement" shall mean any physical change to raw land or to an existing Structure which alters the physical appearance, characteristics or properties of the land or Structure, including but not limited to the new construction of a Structure or Structures and related amenities, adding or removing square footage area or space to or from a Structure, painting or repainting a Structure, or in any way altering the size, shape or physical appearance of any Structure or any building or other improvement, temporary or permanent, located on any Lot.

"Lot" shall mean and refer to each separately identifiable portion of the Subdivision which is (a) platted into individual Lots and becomes a part of the Subdivision pursuant to a Plat filed and recorded in the Records, (b) assessed by any one or more of the applicable governmental or other taxing authorities, (c) to be used solely for a Residential Use and (d) not intended to constitute any portion of the Common Properties. "Lots" shall mean and refer to more than one Lot.

"Member" shall mean and refer to each Resident or Owner, who is in good standing with the Association, who has filed a proper statement of residency with the Association, who has complied with all directives and requirements of the Association, and who otherwise satisfies the requirements set forth in Section II. B. hereof.

"Owner" shall mean and refer to the holder(s) of record title to the fee simple interest of any Lot whether or not such holder(s) actually reside(s) on any part of the Lot, excluding those having any such interest merely as security for the performance of an obligation.

"Person" shall mean an individual, partnership, joint venture, corporation, limited liability company, joint stock company, trust (including a business trust), unincorporated association or other entity, or a government or any political subdivision or agency thereof.

"Plat" or **"Plats"** shall mean and refer to the final Subdivision Plat or plats of the Subdivisions, which have been approved by the City and filed and recorded in the Records.

"Property" shall mean the real property, together with all improvements, easements, rights and appurtenances thereto, located in Jasper County, Missouri, being more fully described in Exhibit A attached to this Declaration and incorporated herein by reference.

"Rear Yard" shall mean the area to the rear of the house that is enclosed by fence.

"Records" shall mean the Public Real Estate Records as maintained in the office of the Circuit Clerk and Ex-Officio Recorder of Jasper County, Missouri, including the Map and Plat Records of Jasper County, Missouri.

"Resident" shall mean and refer to:

(a) each Owner of the fee simple title to any Lot within the Subdivision; and

(b) each Person residing within any part of the Subdivision who is a bond-fide lessee pursuant to a legally cognizable lease agreement with an Owner; and

(c) each individual lawfully domiciled in a Dwelling other than an Owner or bona-fide lessee.

"Residential Use" shall mean and refer to any use and/or occupancy of any Lot as a dwelling by a single person, a couple, a single family or a permitted family size group of persons approved by the Board.

"Streets" shall mean the right-of-way of all private Streets, sidewalks and other rights-of-way situated within, and shown on the Plats, together with all pavement, curbs, Street lights, signs and related facilities thereon.

"Structure" shall mean and refer to: (a) any device or thing, other than trees, shrubbery (less than two (2) feet high if in the form of a hedge in respect to a Lot) and landscaping (the

placement of which upon any Lot shall not adversely affect the appearance of such Lot), including but not limited, to any Dwelling, building, improvement, parking facility or area, garage, porch, shed, greenhouse or bathhouse, cabana, coop or cage, covered or uncovered patio, swimming pool, play apparatus, fence, curbing, paving, wall or hedge (more than two (2) feet high if in the form of a hedge in respect to a Lot), signboard or other living quarters or any temporary or permanent improvement to any Lot; (b) any excavation, fill or ditch; (c) with respect to Lots and, any enclosure or receptacle for the concealment, collection and/or disposition of refuse; and (d) any change in the grade of any Lot which involves a change of more than three (3) inches from the existing grade initially approved by the applicable ACC.

"Subdivision" or **"Subdivisions"** shall mean and refer to a subdivision or subdivisions of all or a portion of the Property, in accordance with a Plat or Plats thereof heretofore or hereafter filed of record in the Records, as well as any and all revisions, modifications, corrections or clarifications thereto.

"Violations Committee" shall mean and refer to that particular committee which may be from time to time appointed or selected pursuant to Section II. D hereof.

"Yard" shall mean and refer to the area of the Lot located between the dwelling exterior and the streets and/or property lines for each Lot.

SECTION II
GOVERNING BODIES

A. **GENERALLY.** These Covenants shall be implemented by the Association, the Board of Directors of the Association and the Association's Architectural Control Committee and Violations Committee, as established herein.

B. **HOME OWNERS ASSOCIATION.**

1. **Membership.**

a. Each and every Owner of each and every Lot within the Subdivision shall automatically be, and must at all times remain, a Member of the Association in good standing, and shall be bound by the terms and conditions of this Declaration, the Articles and Bylaws of the Association, and such rules and regulations as may be promulgated and adopted by the Association under such Articles and Bylaws. Each and every Resident (who is not otherwise an Owner) may, but is not required to, be a non-voting Member of the Association. Membership of an Owner in the Association shall be appurtenant to and may not be separated from the interest of such Owner in and to any portion of a Lot. Ownership of any Lot shall be the sole qualification for being a Member; however, a Member's privileges to use the Common Properties may be regulated or suspended as provided in this Declaration, the Bylaws, or the rules and regulations promulgated by the Board. Any Person who holds an interest in and to all or any part of a Lot merely as security for the performance of an obligation shall not be a Member.

b. Except as provided in this Declaration, the Association shall be the sole judge of the qualifications of its membership and of the right to participate in and vote at its meetings and shall have the right to prescribe the procedure to be followed concerning all such meetings and votes.

c. Subject to the terms and conditions herein, an Owner is permitted to lease or rent any Dwelling owned by an Owner. However, any such lease or rental agreement: (i) shall be in writing; (ii) in no event shall have more than two (2) parties named on such lease or rental agreement; (iii) and in no event shall be entered into with more than one (1) family. Further, any lease or rental agreement entered into between an Owner and a tenant of a Dwelling must require compliance by the tenant and all occupants with all of the covenants, conditions and restrictions contained in this Declaration, the Articles, the Bylaws and any rules and regulations promulgated by the Board, from time to time, which provisions shall be for the express benefit of the Association. Upon entering into any lease or rental agreement entered into between an Owner and a tenant of a Dwelling, each Owner shall have an affirmative duty to provide any such tenant with a copy of this Declaration. Notwithstanding any such lease or rental agreement, the Association shall continue to notify Owner, and Owner shall continue to be directly responsible for, all assessments, liabilities and obligations under this Declaration. Additionally, all such leases and rental agreements shall comply with all applicable laws, including but not limited to zoning.

2. **Transfers.** The membership of an Owner may not be severed from or in any way transferred, pledged, mortgaged or alienated except upon the sale, assignment, or transfer of such Owner's interest in all or any part of such Owner's Lot and then only to the purchaser, assignee, or transferee as the new Owner of the Lot in question. Each Owner shall notify the Association of any transfer or assignment of the fee title to his/her/its Lot and the name and address of the transferee or purchaser. Such transfer shall automatically operate to transfer the membership to the new Owner thereof. On transfer, conveyance, or sale by any Owner of all of his or her or interest in any Lot, such Owner's membership in the Association shall thereon cease and terminate. An Owner of a Lot, by contracting to sell his Lot on an installment basis, shall be deemed to have transferred his membership to the contract purchaser upon execution of the contract for sale. When an Owner sells his Lot by traditional offer and acceptance providing for a closing of the sale to occur at which time the purchaser will pay the purchase price to the seller or deliver to the seller a promissory note for the purchase price in exchange for a conveyance by deed of the property, the transfer of membership shall be deemed to occur upon delivery of the deed. For purposes of this Declaration, the "Owner" shall be deemed to include the purchaser under an installment contract, regardless of whether a deed has been executed to be held in escrow or whether the deed will be executed and delivered upon payment in full of the installment payments. The Articles of Incorporation and Bylaws of the Association, as may be amended from time to time, are incorporated by this reference to the same effect as if set forth word for word herein.

3. **Voting Rights.**

a. During the Development Period only the Declarant shall be able to vote as a Member of the Association.

b. Following the expiration of the Development Period all Members shall constitute the voting Members of the Association. The Owners of each Lot in good standing shall be entitled to one (1) vote per Lot. Where more than one Owner owns and holds a record fee interest in a Lot, either as joint tenants, tenants in common, or tenants by the entirety, for the purposes of voting at meetings of the Association or on issues submitted to the Members, said multiple Owners shall cast one vote collectively for each Lot owned.

c. Any Owner or Member shall not be in "good standing" if such Person is: (i) in violation of any portion of these Covenants or any rule or regulation promulgated by the Board or any portion of applicable laws, rules, regulations and ordinances; or (ii) delinquent in the full, complete, and timely payment of any assessments or charge which is levied, payable or collectible pursuant to the provisions of these Covenants, the Bylaws or any rule or regulation promulgated by the Board. The Board may suspend the voting rights of any Member who is not in good standing for any period during which such Member remains not in good standing. The preceding clause shall control over any provision of this Declaration to the contrary.

d. The Board may make such rules and regulations, consistent with the terms of this Declaration and the Bylaws, as it deems advisable, for: (i) any meeting of Members; (ii) proof of membership in the Association; (iii) the status of good standing; (iv) evidence of right to vote; (v) the appointment and duties of examiners and inspectors of votes; (vi) the procedures for actual voting in person or by proxy; (vii) registration of Members for voting purposes; and (viii) such other matters concerning the conduct of meetings and voting as the Board shall deem fit.

4. **Notice; Voting Procedures; Meeting.** Quorum notice and voting requirements of and pertaining to the Association may be set forth within the Articles and/or Bylaws, as either or both may be amended from time to time, and shall be in accordance with permitted Missouri law. During the Development Period, from time to time, as and when determined necessary by the Board, the Board may call and schedule a meeting of the Members. From and after the expiration of the Development Period, the Members shall meet annually to deal with and vote on matters relating to the business of the Association, as directed by the Board, including the election of the Directors.

5. **Matters Generally Subject of the Vote of Members.** Additionally, to the extent that the Board desires to encumber any portion of the Common Properties as security for payment of indebtedness incurred in respect to improvements to the Common Properties, the Board shall obtain the prior approval of the majority of Members.

6. **Registration with the Association.**

a. Each and every Owner, Member and Resident shall have an affirmative duty and obligation to originally provide, and thereafter revise and update, within fifteen (15) days after a material change has occurred, various items of information to the Association such as: (a) the full name and address of each Owner, Member and Resident; (b) the name, address and telephone numbers of other local individuals who

can be contacted (in the event the Resident cannot be located) in case of an emergency; and (c) such other information as may be reasonably requested from time to time by the Association. Failure to provide the Association with a name and proper mailing address shall constitute a waiver of any notice otherwise required hereunder.

7. **Other Matters.**

a. The official address of the Association is to be provided to all Members by the Board of Directors of the Association and shall remain so until changed by a majority of the Board of Directors of the Association, at which time the Association shall notify each Member thereon of the change in address.

b. The Association shall, at all times, observe all of the laws, regulations, ordinances, and the like of all governmental authorities recognized in the City, the State of Missouri, and of the United States of America, and if, at any time, any of the provisions of this Declaration shall be found to be in conflict with such laws, regulations, ordinances, and the like, the same shall become null and void, but no other part of this Declaration not in conflict therewith shall be affected thereby.

c. By written consent of a majority of the Owners of all the Lots within the Subdivision (one per Lot), the Association may be given such additional powers and duties as may be deemed necessary and reasonable, and by such vote, this Declaration may be modified or amended in any manner.

d. Subject to the limitations set forth in this Declaration, the Association shall have the right to make such reasonable rules and regulations and to provide such means and to employ such agents as will enable it adequately and properly to carry out the provisions of this Declaration.

C. **HOME OWNERS ASSOCIATION BOARD OF DIRECTORS.** The Board of Directors of the Association shall consist initially of two (2) directors, appointed by the Declarant. The initial directors shall each serve during the Development Period. At the end of the Development Period, the Declarant shall appoint three (3) replacement directors that are Lot Owners to serve staggered three (3), two (2) and one (1) year terms. Thereafter, as their respective term expires, each of the initial directors appointed by the Declarant shall appoint their replacements to each serve for a three (3) year term. Any director may resign at any time by notice to the Board. In the event of the death or resignation of any initial director prior to the expiration of his or her term, the vacancy shall be filled by an appointment of the remaining director(s). After the expiration of the terms of the directors, elections shall be held to fill each of the available seats, which shall thereafter serve three (3) year terms. All subsequent directors shall be Lot Owners. These elections will be held at called meetings upon giving ten (10) days' written notice to all Lot Owners, who may cast one vote for each platted Lot owned. The Board of Directors of the Association shall have the power to enforce these covenants and to review all violations of these covenants for proper action. The Board of Directors shall have the authority to delegate any or all of its authority to a third-party property management service. Additionally, the Board of Directors may, at its option, employ and discharge a manager, independent contractors, and such other employees as it deems necessary and prescribe their duties, and enter into contracts and agreements, if necessary, all for the purpose of providing for the performance of the business, powers, duties, and obligations of the Board of Directors.

D. **ARCHITECTURAL CONTROL COMMITTEE.**

1. **Purpose and Composition.** To ensure that all Dwellings, Structures, Improvements and accessory or other buildings constructed in the Subdivision have good quality materials and workmanship and are compatible with other Dwellings, Structures, Improvements and accessory or other buildings constructed or to be constructed in the Subdivision, there is hereby established an Architectural Control Committee. The Board may, in its sole discretion, elect to create the ACC or to serve as the ACC. Alternatively, the Board may elect to delegate the authority that would be granted to the ACC to a third-party property management service. If the Board shall elect to create the ACC, upon its initial formation, the ACC shall be composed of three (3) members, to be appointed by the Declarant, who shall serve during the Development Period, following which time the Board of Directors of the Association shall assume its authority to designate no more than five (5) total members. Members, other than those initially appointed by the Declarant, shall serve three (3) year terms. No absentee Owner, other than the Declarant's appointed representative, may serve on the ACC. In the event of the death or resignation of any member of the ACC during the Development Period, the Declarant shall appoint a successor. After the Development Period ends, in the event of the death or resignation of any member prior to the expiration of his or her term, the Board of Directors of the Association shall appoint a successor to complete the term of the deceased or resigning member.

2. **Authority and Duties.**

   a. Any Owner seeking to construct a new home or other pertinent Structure, or to add or to modify any portion of the exterior of an existing home, shall submit the plans and written specifications to the ACC or third-party property management service, as applicable, for review. Submittals shall include building elevations and materials, building location or plat plan, finished lot elevation and grades, and exterior color scheme.

   b. No construction, change, modification or alteration shall commence until the plans and specifications detailing the nature, kind, shape, height, construction materials, and location of the Improvements on the Lot, shall have been submitted to, and approved in writing by, the ACC or third-party property management service. In the event the ACC or third-party property management service, as applicable, fails to approve or disapprove said specifications within fifteen (15) days after written confirmation by the ACC or third-party property management service, as applicable, that sufficiently complete plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred. It shall be the responsibility of the Lot Owner to obtain the written confirmation that sufficiently complete plans and specifications have been submitted.

   c. Without limiting the factors to be considered in the approval or disapproval of any plans and specifications submitted to it, the ACC or third-party property management service, as applicable, shall apply the building restrictions set forth below under Section III of this Declaration and any state or local regulation, law or code as applicable.

   d. Notwithstanding the foregoing provisions, the ACC or third-party property management service, as applicable, and the Association shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in the Declaration, and no member of the ACC or third-party property

management service, as applicable, or the Association and its Board of Directors shall have any liability, responsibility or obligation whatsoever for any action or decision, or lack thereof. The ACC and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the Lot Owner. Each Lot Owner agrees to save, defend, and hold harmless the ACC and the Association and its members on account of any activities of the ACC relating to such Lot Owners' property or Improvements to be constructed.

E. **VIOLATIONS COMMITTEE.**

1. **Purpose and Structure**. The Board shall also serve as the Violations Committee, a function that may be delegated to a separate violations committee or to a third-party property management service. If the Board desires to create a separate Violations Committee, it shall appoint three (3) members, and the terms of such members shall be three (3) years. In the event of the death or resignation of a member, the Board shall have the authority to appoint a successor to complete the term of the deceased or resigning member.

2. **Procedure.** Any Lot Owner may file a written grievance with the Board or to the third-party property management service, as applicable, regarding a violation, or attempted violation, of these Covenants. The identity of the reporting Owner may, at the reporting Owner's election, remain anonymous, and in that case, no governing body of the Subdivision may disclose the identity of the reporting Owner.

3. **Enforcement.** Upon receipt of a substantiated complaint, the Board of Directors shall notify the offending party of the violation and request that it be rectified within ten (10) days. If the violation is not corrected within that time, after proper notice of the violation having been given, the Board of Directors shall proceed with reasonable diligence to seek judicial enforcement of its decision. In the event the Board seeks judicial enforcement, the offending Owner shall be held liable to the Board for payment of all costs incurred by it in seeking the enforcement of the Covenants, including attorney's fees.

SECTION III
BUILDING AND USE RESTRICTIONS

All Dwellings shall be stick built at the building site (no pre-manufactured housing) and shall be subject to the following requirements:

a. The exterior veneer of the Dwelling will be constructed of material which consists of brick, stucco, fiber cement siding, stone (including manufactured rock designed for exterior use), vinyl or other common exterior finishes for residential homes. Certain exterior architectural elements, including cedar or other decorative material, may be utilized.
b. 100% of the entire exterior of any Dwelling must be completed prior to any occupancy.
c. All garages shall be enclosed by doors.
d. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one detached single-family or multi-family dwelling per Lot, plus any outbuilding or storage building used in connection with the single-family or multi-family dwelling.

e. A "storage building" will be allowed as long as it is in accordance with city codes and regulations and is located in the Rear Yard and behind a fence.
f. All construction shall be completed on any structure within 12 months from the beginning of construction.
g. All grading, seeding, sodding, and initial landscaping must be done within 2 months of completion of the construction of the Dwelling.
h. Landscaping must permit reasonable access to public and private utility lines and easements for installation and repair.
i. Except for typical garden hoses and common portable sprinklers that may be attached to such hoses, no pipes, hoses, sprinklers or other parts of any irrigation system for watering of landscaping on a Lot shall be visible above ground.
j. The owner of each Lot shall keep all weeds and grass thereon (and adjacent easements) cut in a sanitary, healthful, and attractive manner and shall in no event permit the accumulation of garbage or rubbish of any kind thereon.
k. All power and utility lines, television or coaxial cables, internet or fiber connections, and all other like wires and lines shall be brought in underground servicing each Lot to the dwelling, garage, or outbuilding on such Lot, unless otherwise indicated on the Plat and this Dedication Deed
l. The mailbox receptacles shall be either at centralized mailbox locations or individually provided by each Owner in a location and design as approved by the ACC that is consistent with the design of the neighborhood.
m. All driveways will be constructed of concrete including poured, stamped, or stained. No asphalt or other material will be allowed for driveway construction. The driveway is considered any part of the property that will park an automobile. It shall be maintained in a good state of repair.
n. Any swimming pool constructed in the Subdivision must be : (i) enclosed by a fence and located in the Rear Yard of any Lot and constructed or installed on the boundary line or property line of such Lot; and (ii) comply with any and all safety and fencing requirements of the City.
o. Fencing will be permitted, but the design of the fencing must be approved by the ACC. No chain link fencing is allowed.
p. All fences shall be installed and constructed on and along the properly lines of a Lot, unless (i) as may be otherwise prohibited by City codes and regulations; or (ii) as otherwise determined by the ACC in order to preserve or protect the functional use of any such fence, or Lot or Dwelling in the Subdivision, in the sole discretion of the ACC. All fences shall be maintained in such a manner as to prevent and remedy any unsightly deterioration or disrepair.
q. For the Dwellings that are located adjacent to the detention pond in the Subdivision (the "Detention Pond"), any fence installed or constructed on the boundary line or property line of the Lot adjacent to or closest to the Detention Pond shall be a "black pool fence," an aluminum panel fence of four (4) feet in height, constructed of 4 ft. x 5 ft. panels painted black, or as otherwise may be approved by the ACC in the sole and absolute discretion of the ACC.
r. The established grade of a Lot is not to be changed by any individual as to adversely affect the adjacent property owner. All grading and site work during the Development Period must be approved by the Declarant and after the Development Period, must be approved by the Board.
s. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, all of which shall be kept in sanitary containers designed for that purpose and kept in a clean and sanitary condition. No incineration or open burning of rubbish, trash, garbage or other waste shall

be permitted. All trash receptacles shall be stored in the Rear Yard, in the garage, or in another location that is not visible from the street, except on the day of trash service.

t. An owner of a vacant Lot is responsible for the removal of any debris, unsightly underbrush, weeds, or unsightly vegetation.

u. Recreational vehicles including camping trailers, boats, motor homes, and the like shall never be permanent and can be parked for no longer than twenty-four (24) hours in the front of any Lot, driveway or street. No mobile or manufactured homes are allowed. No trailer of any type, including but not limited to food trucks or business trailers, shall never be permanent and can be parked for no longer than twenty-four (24) hours on any Lot, driveway or street.

v. No obnoxious or offensive trade or activity or non-activity, shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including yard appearance and condition.

w. No external tower antenna may be erected.

x. No inoperable, junk, or abandoned car(s) or truck(s) may be parked or placed on the street, driveway, or any Lot, nor shall maintenance or repair work be performed on cars or trucks in the street.

y. No bus, commercial truck, commercial trailer, or any other like vehicle or equipment in excess of ten thousand (10,000) pounds, shall be parked in the street in front of any Lot or be parked on the driveway or on any portion of any Lot, except for construction and repair equipment while a dwelling is being built or repaired. No enclosed or open trailer, of any type or model, shall be parked in the street in front of any Lot or be parked on the driveway or on any portion of any Lot, except for construction and repair equipment while a dwelling is being built or repaired

z. No vehicle shall be parked in a manner that partially or completely blocks the sidewalk that is adjacent to the Lot.

aa. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats and other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes and are not nuisances to the Subdivision.

bb. Subject to the rights reserved to or afforded to Declarant herein, including but not limited to those set forth in Section XI, no building or structure intended for or adapted to business or commercial purposes shall be erected, placed, permitted, or maintained on any Lot, or any part thereof, save and except those related to development, construction, and sales purposes of the Declarant or any homebuilder who has received Declarant's permission for temporary construction or sales facilities.

cc. Lots may NOT be further subdivided and the boundaries between Lots shall not be relocated. except for the powers and privileges herein reserved by the Declarant.

dd. The main roof of each single-family or multi-family dwelling and garage shall be built with asphalt composition shingles having a tab on tab design. All shingles on roofs shall be of substantially the same color as contained on roofs on all other Dwellings in the Subdivision. Replacement shingles must also meet these restrictions.

ee. Each primary dwelling shall face the street which abuts the front of the Lot upon which the Dwelling is to be situated. No Structure shall be placed within any setback's requirement imposed by City codes and regulations

ff. No cesspool, outhouse or outside toilet shall be permitted on any Lot, except for the purpose of new home construction. Toilets located in any Structure shall be connected to an approved public sewage disposal system. Sewage disposal facilities must comply in all respects with all applicable state, county and/or governmental laws, rules and regulations.

gg. No sign of any kind shall be displayed to the public view on any Lot, except one sign of not more than 2.5 feet x 2.5 feet, advertising the property for sale. No signs advertising any Dwelling for lease or for rent shall be displayed or erected. These restrictions shall not apply to signs used by the Declarant.

hh. No television, radio, citizen's band, short wave or other antenna, clothesline, or other unsightly projection shall be visible from either: (i) the Front Yard of any Dwelling; or (ii) from the street running directly in front of any Dwelling. To the extent that this restriction may be inconsistent with the regulations of the Federal Communications Commission (the "FCC"), as amended from time to time, this restriction shall be deemed modified to the extent necessary to comply with such FCC regulations and still provide such limitations as are consistent with the intent of this restriction.

ii. Chickens & Coops: Owners with lots of two-tenths of an acre or larger are permitted to keep up to six chickens and one chicken coop, designed specifically for this number. The chicken coop must be placed in a manner that is not visible from public areas. The coop must be well maintained, ventilated, and kept in a sanitary condition at all times so as to prevent offensive odors, attraction of flies or vermin or interfere with comfortable enjoyment of life and property by neighbors or other persons. All droppings not used for composting or fertilizing shall be removed and properly disposed. Stored droppings to be used for composting shall be fully covered or placed in an enclosure. Prior to the commencement of any modifications, Owners must submit a request for approval to the Architectural Control Committee. Other fowl, such as, but not limited to, ducks, geese, turkeys, and roosters, are not permitted.

jj. Solar Panels: Owners are permitted to install solar panels on the rooftops of their properties, in accordance with applicable federal and state laws. Installation must comply with reasonable guidelines established by the Association to ensure proper placement and maintain community aesthetics. Owners are required to notify the Association prior to installation and must ensure that all solar installations are maintained and kept in good working condition. The Association reserves the right to review the placement of solar panels to ensure compliance with community standards, provided that such review does not hinder the installation or operation of the solar devices.

SECTION IV
COMMON SPACE AND AMENITIES

A. There shall be created, as shown on the face of the Plat of the Subdivision and identified as "Common Properties" or as identified by the Declarant, such common tracts or areas and amenities as the Declarant shall create for the use and benefit of the Subdivision, Lots and Members, including without limitation the entrances and related signage and monuments, any detention area, fountain in detention area, benches around detention area, sidewalks around detention area and elsewhere in the Subdivision, sod, landscaping and trees around detention area and sidewalks, community mailboxes to be located throughout the Subdivision and such other common areas and amenities as the Declarant or the Association may, from time to time, determine to be in the best interest of the Association and its Members, herein collectively referred to as the "Common Properties". Such tracts and amenities shall be for the use and benefit of all Lots and properties in the Subdivision, including the Members and residents, and the landscaping, signage, etc. thereon shall be maintained by the Association as provided in this Declaration.

B. Upon the filing of the final Subdivision Plat, the mentioned Common Properties located in the Subdivision shall be conveyed to and accepted by the Association and the Association shall assume the cost and expense thereof and reimburse the Declarant for such amounts it has paid in regard

thereto. In addition, any property, improvement or amenity may be deeded, sold, transferred and/or conveyed to the Association by the Declarant if deemed to be for the common good or common use of the Subdivision and/or its Members by the Declarant, or necessary to the operation, use, existence, upkeep and safety of the Common Properties, Subdivision and/or Members.

C. Maintenance of the Common Properties and landscaping, signage, etc. thereon shall be at the cost and expense of the Members of the Association (Lot Owners) within the Subdivision. All of such costs, including, but not limited to, maintenance expenses, insurance, and real property taxes, shall be borne by the Lot Owners based on the ratio of the total number of Lots they own to the total number of Lots that have been created by the filing of the final Plat and any amendments thereto.

D. The Board of Directors of the Association shall have the authority to promulgate such rules and regulations and amendments thereto regarding the use of the Common Properties and amenities as it from time to time deems appropriate. Additionally, the Board reserves the right to make such Common Properties and amenities available to non-residents by membership subject to such terms and conditions as the Board may deem appropriate.

E. The Association and the City have entered into or will be entering into that certain Stormwater Operation & Maintenance Agreement regarding the maintenance, repair and upkeep of certain detention and drainage systems in and to a certain Lot within the Subdivision (the "Basin Lot") The Stormwater Operation & Maintenance Agreement: (i) shall provide that the City shall have the right for certain aspects of the maintenance, repair and upkeep of certain detention and drainage systems in and to the Basin Lot; (ii) and is hereby fully incorporated by reference herein. In order for the City to maintenance, repair and upkeep certain detention and drainage systems as outlined in the Stormwater Operation & Maintenance Agreement, the City is will be or has been granted access easement(s) as noted on the Plat.

F. As noted above, the detention pond(s) located within the subdivision constitute a portion of the Common Properties, which the Association is obligated to maintain pursuant to the terms and conditions of this Declaration. In order to provide additional assurances that such detention pond(s) and all other storm water management facilities developed, constructed, or installed within the Subdivision from time to time (collectively, the "Storm Water Facilities," and each such item is a "Storm Water Facility") are properly maintained in compliance with various regulations that are adopted by the City of Joplin Missouri from time to time (collectively the "Joplin Regulations"), the responsibility for the operation, maintenance, repair, and replacement of all Storm Water Facilities is also hereby imposed on all Lot Owners pursuant to the provisions of this Section IV(E). In order to insure compliance with and enforcement of such Joplin Regulations, the City is hereby declared to be a third-party beneficiary under this Declaration, and is specifically authorized and empowered hereunder, as fully as if a signatory hereto, to undertake and perform required the operation, maintenance, repair and replacement of any such Storm Water Facilities, upon the failure of the Association and Owners to timely do so following written notice from the City to the Association and Owners. Such notice shall provide a reasonable time, not less than thirty (30) days, to correct any such applicable problem(s) and reasonably set forth and describe the same. Further, should the City undertake the operation, maintenance, repair and replacement of such Storm Water Facilities as herein provided, the City shall be entitled to be reimbursed for all costs incurred in effecting same and, upon failure of an Owner to reimburse the City for his or her pro-rata share of the cost, the City is authorized and empowered to establish and collect assessments to pay the defaulting Owner's share of the costs. The power and authority herein granted to and vested in the City shall apply, notwithstanding the existence or non-existence of the Association. By acceptance of the deed or other instrument of conveyance for his/her/their Lot, each Owner shall be deemed to covenant and agree to pay any assessment levied to offset the costs incurred by the City for the

operation, maintenance, repair and replacement of any Storm Water Facility following proper notice as set forth above (the "Storm Water Assessment"). This Storm Water Assessment, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the Lot affected and shall also be a personal obligation of the Owner(s) of such Lot from the date when the Storm Water Assessment is due and payable until paid in full. Such personal obligation shall pass to successors in title to the affected Lot. Any Storm Water Assessment levied as set forth in this Section IV(E) shall become a lien on the affected Lot as soon as such Assessment is due and payable. In the event any Owner fails to pay the Storm Water Assessment when due, the Storm Water Assessment shall then bear interest at the maximum legal rate permitted by the State of Missouri on the date when such Storm Water Assessment is due and shall continue to accrue at that rate until it is paid in full. Such Storm Water Assessment shall be due fifty (50) days after the date it has been fixed and levied, and, if not paid, shall become delinquent and the payment of both the principal and interest accrued may be enforced as in the case of a lien on the affected Lot, and a notice of such lien may be filed with the City Clerk of Joplin, Missouri. Not withstanding anything herein to the contrary, any lien(s) or assessment(s) provided for in this Section IV(E) shall not be subordinate and inferior to the lien of any bona fide first mortgage or deed of trust now or hereafter placed upon the Lot(s). In the event legal proceedings are commenced to collect the Storm Water Assessment, or if the services of any attorney are retained by the City, the non-paying Owner(s) shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the lien and may be foreclosed on in the same manner as the assessment as provided above. The Storm Water Assessment shall be used exclusively to offset any cost to the City associated with operation, maintenance, repair and replacement of any Storm Water Facilities and for no other reason or purpose.

SECTION V
REGULAR AND SPECIAL ASSESSMENTS FOR ASSOCIATION

A. By acceptance of the Deed or other instrument of conveyance for his or her Lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to pay the Association regular (annual/monthly/etc.) assessments and any special assessments for operating expenses incurred by the Association and for maintenance and care of the Common Properties and hereby consents to the imposition of any liens provided herein in connection therewith without further notice. The first such assessments shall be due and payable at the time any Lot is transferred from a builder to a homeowner at closing and shall be $500.00 and payable by the purchasing homeowner. Thereafter, such assessments shall be fixed, established, and collected from time to time by the Board of Directors as provided in this Declaration and by the Association. The maximum amount of such annual dues shall not exceed the amount budgeted for such maintenance costs for the applicable year and contributions to fund anticipated future costs of the foregoing items, which budget shall be established by the Board prior to levying annual dues for such year. Such budget shall be in writing, maintained by, and made available to Owners by the Board. The Board may require the payment of annual dues on a yearly, quarterly, or monthly basis, as determined by the Board from time to time.

B. From time to time, in the event a majority of the Board determines that the Association's current funds are insufficient to provide for the operation of the Association and the maintaining, improving, repairing, insuring, operating, and managing of the Common Properties in good and safe working order, condition, and repair, the Board may: (i) may change the basis of assessments fixed by this Section V hereof prospectively for any such period provided that any such change shall have the affirmative vote of two-thirds (2/3) of the votes of Members entitled to vote at a meeting called for such purpose, written notice of which shall be sent to all Members at least ten (10) days in advance

and shall set forth the purpose of the meeting; or (ii) levy a special assessment against each of the Lots pursuant to a resolution of the Board setting forth the nature of the need for and the amount of such special assessment.

C. It shall be the duty of the Association to notify all Owners or contract purchasers of Lots within the Subdivision, whose addresses shall be supplied by the Owner or contract purchaser to the Association, by sending written notice to each of such Owners within fifteen (15) days after the date on which the assessment has been fixed or levied, giving the amount of the charge or assessment for the current year, when the same shall be due, and the amount due for each Lot. Failure of the Association to levy an assessment due to lack of address for the Owner of any particular Lot within the Subdivision or for any other reason, shall not discharge the obligation of any such Owner from paying such assessment, and it shall be the obligation of any such Owner to notify the Association of such Owner's current address.

D. The annual and special assessments, together with such interest thereon and costs of collection as provided below, shall be a continuing lien on the property affected and shall also be a personal obligation of the Owner of such property from the date when the assessment is due and payable until paid in full. In the event any Owner fails to pay the assessment when due, then the assessment shall bear interest at the maximum legal rate permitted by the State of Missouri on the date when such assessment is due and shall continue to accrue at that rate, until it is paid in full. Unpaid assessments shall be a continuing lien on the Lot which shall run with the land and be and remain binding upon such property, the Owner thereof, and such Owner's heirs, successors, and assigns. For each notice of lien so filed, or for any lien so filed, the Association shall be entitled to collect from the Lot Owner or Owners of the Lot described in such notice of lien a fee of $200 which shall be collectible in the same manner as the original assessment provided for in this Declaration. The non-paying Owner or Owners shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the lien and may be foreclosed on in the same manner as the assessment provided above.

E. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, enjoyment, and welfare of the residents of the Subdivision, and, in particular, for the improvement and maintenance of property, services and facilities devoted to the above stated purpose and related to the use and enjoyment of the Common Properties and of the Dwellings situated in the Subdivision. Without limiting the generality of the foregoing statement of purpose, such assessments shall be applied by the Association to the payment of the costs of the following:

1. To enforce any and all building and land-use restrictions that exist as of the date of this Declaration or which may be lawfully imposed hereafter on or against any of the Property in the Subdivision.

2. To maintain the Common Properties and amenities and improvements thereon as provided in this Declaration.

3. To pay expenses to carry out the above, such as attorney's fees, manager's fees, expenses of liability, fire and other insurance, bookkeeping and accounting expenses, and any and all other expenses that may from time to time be deemed necessary to carry out the intent of this Declaration by the Association.

4. To protect property values in the Subdivision by promoting pride in and enthusiasm for it; to work for improved transportation, schools, libraries, and recreation facilities within the

community in which the Subdivision is located, and to do all lawful things and tasks that the Association, in its discretion, may deem to be in the best interest of the Subdivision and the Owners of the Lots in the Subdivision.

I. Notwithstanding anything herein to the contrary, the following properties subject to and governed by this Declaration shall be wholly exempted from the assessments, charges, fees and liens created herein or imposed hereby:

(i) All Common Areas; and

(ii) All Lots titled in the name of the Developer or otherwise owned by the Developer until the Developer makes the original conveyance thereof to an Owner.

SECTION VI
DURATION AND AMENDMENT

A. **DURATION.** The Covenants of this Declaration shall run with and bind the Property subject to this Declaration, and shall be binding on and inure to the benefit of and be enforceable by the Association and/or the Owners and Residents of any Lot or any of the Property subject to this Declaration, their respective legal representatives, heirs, devisees, personal representatives, successors and assigns, for an original thirty (30) year term expiring on the thirtieth (30th) anniversary of the date of recordation of this Declaration, after which time these Covenants shall be automatically extended for successive periods of five (5) years unless an instrument is signed by the Owners of at least seventy-five percent (75%) of all Lots within this Subdivision and recorded in the Records, which contains and sets forth an agreement to abolish these Covenants.

B. **AMENDMENT OR MODIFICATION.** The Covenants, restrictions and other terms contained herein may be altered, amended or modified by written declaration, signed and acknowledged by the Owners of sixty-six (66)% or more of the Lots and recorded in the Records. Notwithstanding the above, no alteration or modification of the Covenants or the provisions of this Declaration may be made prior to expiration of the Development Period without the express written consent of the Declarant. Notwithstanding any provisions hereof to the contrary, the Declarant may at its sole discretion and without notice or consent being required of anyone: (i) modify, amend, or repeal any one or more of these Covenants or the provisions of this Declaration at any time prior to the expiration of the Development Period, provided said amendment, modification or repeal is in writing and properly recorded in the Records; and/or (ii) amend these Covenants or the provisions of this Declaration to cause these covenants and restrictions to be in compliance with any and all applicable laws, rules and regulations (including without limitation any and all applicable laws, rules and regulations of the Federal Housing Administration and/or the Veterans Administration).

SECTION VII
MISCELLANEOUS

A. The consent to any act or the waiver of breach of any provision of this Declaration, shall not operate or be construed as a consent or waiver of act or breach by any party, or as a waiver or modification of the provisions of this Declaration.

B. In the event any one or more of the provisions contained in this Declaration shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Declaration and this Declaration

shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

C. Any notice, request or other communication (each, a "Notice") required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier (such as United Parcel Service, United States Postal Service, or Federal Express), sent by facsimile or e-mail, or mailed by first-class, registered or certified mail, postage prepaid and addressed to a party at its address of record. Any such Notice shall be considered given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given; or (iii) on the date of delivery or attempted delivery when sent by first-class, registered or certified mail; or (iv) on the date and at the time shown on the facsimile or electronic mail message if sent via fax or sent electronically to the number or address and receipt of such facsimile or electronic mail message is confirmed or acknowledged.

SECTION VIII
GOVERNING LAW, CHOICE OF FORUM, VENUE, AND CONSENT TO JURISDICTION

A. This Declaration and the Covenants, terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Missouri in the same manner as any other similar instruments or agreements that are made and to be performed wholly within such jurisdiction, without regard to the conflicts of laws provisions thereof.

B. Any and all claims or causes of action shall and must be filed only in the courts of the State of Missouri for Jasper County, which shall have exclusive jurisdiction over any and all disputes which arise between the parties under this Agreement, whether in law or in equity. Each of the parties mentioned herein, including the Declarant, Board, Committees, Owners, Residents and Members, expressly agrees, consents, and stipulates that venue shall be exclusively within said courts. Each of the parties mentioned herein expressly agrees, consents and stipulates to the exercise of personal jurisdiction over them or it and subject matter jurisdiction over any such controversy arising between the parties being only in the courts listed herein.

SECTION IX
DECLARANT'S DISCLAIMER

A. Declarant and its successors and its assigns, its agent, consultants and employees, hereby disclaim any and all warranties, express or implied, of good workmanship, quality, habitability, fitness for any other purpose merchantability or representation concerning same. No warranties of any kind shall arise as a result of any plans, specifications, standards or approvals made or approved by the Declarant or its nominees. Declarant shall not be liable to any owner or any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against any owner or such person arising out of or in any way related to the subject matter of any review, acceptance, inspection, permission, consent or required approval which must be obtained from the Declarant, whether granted or denied. All future owners of the subdivision shall be responsible for

determining the suitability of a lot for construction purposes.

SECTION X
RESERVATION OF SPECIFIC DECLARANT'S RIGHTS

A. In addition to all other rights and privileges afforded to or reserved to Declarant herein, Declarant specifically reserves the right to, so long as Declarant owns or retains beneficial ownership of any Lot or Dwelling within the Subdivision, during the Development Period or otherwise (each, a "Declarant Owned Property"), maintain sales offices, construction offices, management offices, model homes, and signs, flags and other on-site marketing and sales promotion materials advertising the Subdivision, any Dwelling or any Lot. Specifically, Declarant may maintain one or more sales offices and model homes within the Subdivision on any Declarant Owned Property. Pursuant to this Section X, Declarant shall have the right to determine the number of model homes and the size and location within the Subdivision of any sales offices, management offices, and model homes. Declarant shall also have the right to relocate any sales offices, management offices, and model homes from time to time at its discretion. After the Declarant ceases to be the Owner of a Declarant Owned Property, the Declarant shall have the right to remove any sales offices and management offices therefrom. No structure or Dwelling used by Declarant for a sales office, construction office, management office or model home shall be deemed the property of any party other than Declarant unless specifically assigned, conveyed or dedicated by Declarant to such other party.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Covenants, Conditions and Restrictions for Emerald Glades Subdivision City of Joplin, Jasper County, Missouri.

DECLARANT:

SCHUBER MITCHELL HOMES, LLC,
a Missouri limited liability company,

By: _____

Name: ARTURO ELIVO

Title: LEAD SENIOR MANAGER

ACKNOWLEDGMENT

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OSCAR SARCENO
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 24875610
My Commission Expires 02-07-2028

BE IT REMEMBERED that on this day came before me, the undersigned, a Notary Public duly commissioned, qualified and acting, within and for the said County and State, the within named Arturo Elivo, being the person who executed the foregoing instrument, to me personally known, who stated that he/she is the authorized representative of **Schuber Mitchell Homes, LLC**, a Missouri Limited liability company, and is duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he/she had so signed, executed, and delivered said instrument for the consideration, uses, and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29 day of October, 2024.

My Commission Expires:

2-7-28

Oscar Sarceno
Notary Public



JASPER COUNTY TAX RECEIPT
2024 REAL ESTATE

Steven E. McIntosh, Collector

Two Office Locations

Carthage Office
Jasper County Courthouse
302 S. Main - Room 107
Carthage, MO 64836

Joplin Office
Jasper County Courts Building
633 S. Pearl
Joplin, MO 64801

SCHUBER MITCHELL HOMES
PO BOX 308
WEBB CITY MO 64870-0308

Mailing Address
Jasper County Collector
P.O. BOX 421
Carthage, MO 64836-0421

CODE NUMBER:	35-17737-0
PARCEL ID#:	16-7.0-26-010-002-001.000
SEC, TWN, RNG:	26-28-33
ACRES:	50.16
SITUS ADDRESS:	
M-CODE:	0

DELINQ YEARS: NONE

Property Description

JOP MISC COM NW COR SEC 26 S 02 DEG W 1225' TO POB S 87 DEG E 1257.14' S 02 DEG W 99.37' S 87 DEG E 60.74' S 87 DEG E 1316. 62' S 02 DEG W 992.47' N

	Land	Structure	SUBTOTALS
Residential			0
Agricultural			3,880
Commercial			0
		TOTAL VALUATION	3,880

Tax District	Levy per $100	Total Tax
STAT	0.0300	1.16
COUN	0.1102	4.28
DDRB	0.0845	3.28
MH	0.0845	3.28
R7	3.4300	133.08
JORD	0.2235	8.67
CJOP	0.4205	16.32

TAX		170.07

Date Printed: 07/24/2025 — 170.07

PAID

VALIDATED BY
STEVEN E. MCINTOSH - JASPER COUNTY COLLECTOR

DATE: 12/03/2024 AMOUNT PAID: 170.07 RECEIPT #: 905215

REAL ESTATE TAX RECEIPTS CANNOT BE USED TO LICENSE VEHICLES

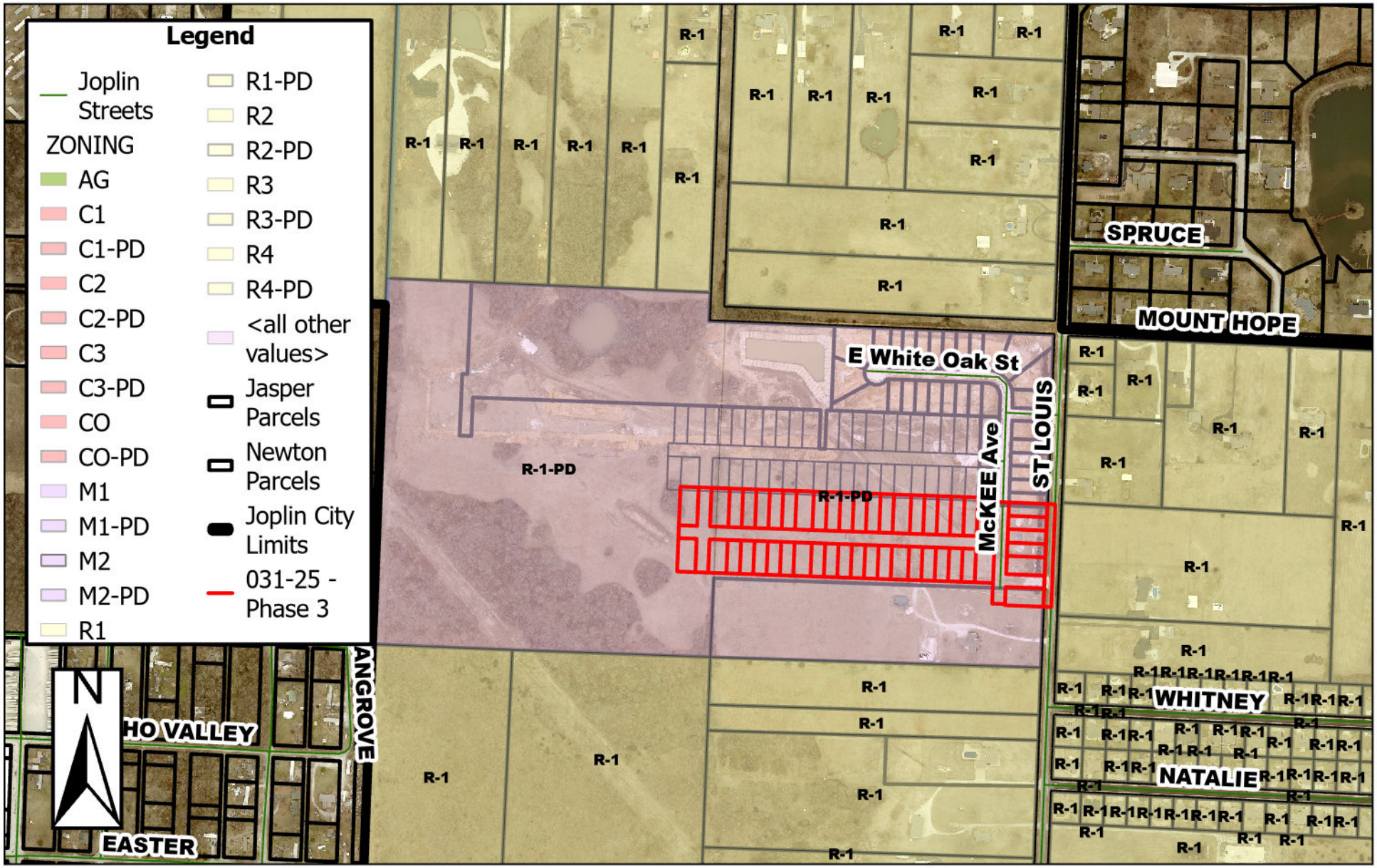
Emerald Glades 3 description

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST IN JASPER COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED IN THE JASPER COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2636, PAGE 393 AND IN BOOK 2649, PAGE 124, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER, SOUTH 02°07'01" WEST, 1175.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 87°57'53" EAST, 179.58 FEET; THENCE SOUTH 02°31'36" WEST, 50.00 FEET; THENCE SOUTH 87°57'53" EAST, 150.01 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE NORTHWEST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 1 THE FOLLOWING THREE COURSES SOUTH 2°31'36" WEST, 341.97 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 87°28'24" WEST, 20.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 2°31'36" WEST, 240.25 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE SOUTHWEST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING THREE COURSES, SOUTH 87°55'08" EAST, 45.85 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 2°16'20" EAST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 87°55'08" EAST, 788.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE NORTHWEST CORNER OF EMERALD GLADES PLAT 2; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 2 THE FOLLOWING THREE COURSES, SOUTH 02°16'20" WEST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 87°55'08" WEST, 20.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 02°16'20" WEST, 180.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING SOUTHWEST CORNER OF SAID EMERALD GLADES PLAT 2; THENCE ALONG THE SOUTH LINE OF EMERALD GLADES PLAT 2 THE FOLLOWING FOUR COURSES, SOUTH 87°55'08" EAST, 52.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG THE SOUTH LINE OF SAID EMERALD GLADES PLAT 2 THE FOLLOWING THREE COURSES SOUTH 87°55'08" EAST, 1229.00 FEET; THENCE SOUTH 2°16'20" WEST, 14.49 FEET; THENCE SOUTH 87°43'40" EAST, 230.00 FEET TO THE WEST RIGHT-OF-WAY OF ST. LOUIS AVENUE; THENCE LEAVING THE SOUTH LINE OF SAID EMERALD GLADES PLAT 2 AND ALONG THE WEST RIGHT-OF-WAY OF SAID ST. LOUIS AVENUE SOUTH 2°16'20" WEST, 400.00

FEET; THENCE LEAVING THE WEST RIGHT-OF-WAY OF SAID ST. LOUIS AVENUE NORTH 87°43'40" WEST, 180.09 FEET; THENCE 4.32 FEET ALONG 100.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING OF NORTH 03°30'37" EAST, AND A CHORD DISTANCE OF 4.32 FEET; THENCE NORTH 87°43'41" WEST 50.00 FEET; THENCE NORTH 2°16'20" EAST, 80.17 FEET; THENCE NORTH 87°55'08" WEST, 1229.00 FEET; THENCE NORTH 2°16'20" EAST 330.00 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 11.42 ACRES, MORE OR LESS.

Case 031-25: Final Plat



West of the intersection of N St Louis Ave and Reed St – Final Plat –
A request to review a final plat for Phase 3 of Emerald Glades Subdivision – Schuber Mitchell Homes

0 190 380 760 1,140 1,520 Feet

FINAL PLAT OF
EMERALD GLADES PLAT 3
A SUBDIVISION IN JOPLIN, MISSOURI
SECTION 26, TOWNSHIP 28N, RANGE 33W
JASPER COUNTY, MISSOURI

POINT OF COMMENCEMENT @ FOUND 1/2" REBAR NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, T-28-N, R-33-W

S2°15'29"W 29.90'

FOUND 1/2" IP

S2°07'01"W 1175.00'

S87°57'53"E 179.58'

S2°31'36"W 50.00'

S87°57'53"E 150.01'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62" NORTHEAST CORNER OF EMERALD GLADES PLAT 1

S2°31'36"W 341.97'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

N87°28'24"W 20.00'

S2°31'36"W 240.25'

S87°55'08"E 788.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

N2°16'20"E 150.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

S87°55'08"E 45.85'

S2°16'20"W 150.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62" NORTHEAST CORNER OF EMERALD GLADES PLAT 2

N87°55'08"W 20.00'

S2°16'20"W 180.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

S87°55'08"E 52.00'

POINT OF BEGINNING

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

S87°55'08"E 1229.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

S2°16'20"W 14.49'

S87°43'40"E 230.00'

30.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

RIGHT-OF-WAY LINE UPON RECORDING OF THIS PLAT

S2°16'20"W 400.00'

N. ST LOUIS AVENUE

SIGN EASEMENT 15'X32.5'

S87°43'40"E 175.00'

SIGN EASEMENT 15'X32.5'

30.00'

S87°43'40"W 180.09'

DELTA=2°28'37"
ARC LENGTH=4.32'
RADIUS=100.00'
BEARING=N3°30'37"E
CHORD=4.32'

244.72'

FOUND 1/2" REBAR EAST QUARTER CORNER OF SECTION 26, T-28-N, R-33-W

FOUND 1/2" REBAR NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, T-28-N, R-33-W

S87°55'24"E 30.00'

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

N2°16'20"E 678.65'

N2°16'20"E 678.76'

GAS EASEMENT BOOK 718, PAGE 510 PER BART GOEBEL WITH SOUTHERN STAR 66' GAS EASEMENT

30' ELECTRIC EASEMENT BOOK 2453, PAGE 349 BOOK 2609, PAGE 162 BOOK 2222, PAGE 61

FOUND IP WITH CAP "LPS 2000147864" NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, T-28-N, R-33-W

FOUND 5/8" IRON PIN WITH CAP "A/E INC LC 62"

DETENTION POND/ WETLAND PRESERVATION AREA

FOUND 1" PIPE

FOUND 1/2" REBAR

FOUND 1/2" REBAR

FOUND 5/8" REBAR

NEW LADY ADDITION PLAT BOOK 12, PAGE 66

LOT 14

EMERALD GLADES PLAT 1 PLAT BOOK 25, PAGE 24

EMERALD GLADES PLAT 2 PLAT BOOK 25, PAGE 45

SE 1/4 NE 1/4 SEC. 26

SW 1/4 NE 1/4 SEC. 26

NW 1/4 NE 1/4 SEC. 26

JASON H. & DEBRA S GASKILL TRUST BOOK 2555, PAGE 481

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6

BEVERLY J. LLOYD BOOK 1314, PAGE 886

EDWARD H. & VIRGINIA K. COLEMAN BOOK 1301, PAGE 1124

MATTHEW R. & KATHERINE R. PROCTOR BOOK 2048, PAGE 518

ELLIS R. & MARGARET TOWNSEND NO BOOK AND PAGE

R & R LAND DEVELOPMENT CO. BOOK 2594, PAGE 1

25' SEWER EASEMENT BOOK 1523, PAGE 70

BRIAN K. & KATHARINA A JORDAN BOOK 1945, PAGE 1083

NORTH INDIANA AVENUE

30' ELECTRIC EASEMENT BOOK 2609, PAGE 162

100' POLE LINE EASEMENT BOOK 5174, PAGE 44

MARCY LANE

EAST WHITE OAK STREET

REED ST.

SEDGE STREET

OSAGE STREET

50' ROW(PUBLIC)

N87°55'08"W 1158.01'

ASTER AVE.

50' ROW(PUBLIC)

NORTH MICHIGAN AVE.

50' ROW(PUBLIC)

NORTH McKEE AVE.

50' ROW(PUBLIC)

FUTURE PHASE 3

FUTURE PHASE 4

FUTURE PHASE 5

FUTURE PHASE 6

N2°16'20"E 330.00'

N2°16'20"E 80.17'

N87°43'41"W 50.00'

N87°55'08"W 1229.00'

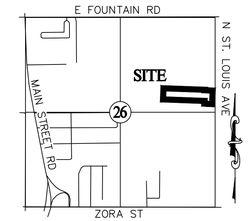
FOUND COPPER WELD WEST QUARTER CORNER OF SECTION 26, T-28-N, R-33-W

N87°53'58"W 2633.68'

FOUND ALUMINUM MONUMENT SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, T-28-N, R-33-W

S2°15'12"W 2639.77'

FOUND 1/2" IRON PIN SOUTH QUARTER CORNER OF SECTION 26, T-28-N, R-33-W CORNER DOCUMENT #600-98607 IRON PIN ALUMINUM CAP 2016



LOCATION SKETCH
SECTION 26,
TOWNSHIP 28 NORTH, RANGE 33 WEST
SCALE: 1"=2000'

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

PARCEL TABLE	
PARCEL #	AREA
74	7798±
75	7800±
76	7800±
77	7800±
78	10650±
79	10650±
80	10650±
81	7800±
82	7800±
83	7800±
84	7800±
85	7800±
86	10050±
87	7800±
88	7800±
89	7800±
90	7800±
91	7800±
92	7800±
93	10050±
94	7800±
95	7800±
96	7800±
97	7800±
98	7800±
99	10650±
100	10650±
101	9230±
102	9230±
103	6760±
104	6760±
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106	6760±
107	6760±
108	8710±
109	6760±
110	6760±
111	6760±
112	6760±
113	6760±
114	6760±
115	8710±
116	6760±
117	6760±
118	6760±
119	6760±
120	6760±
121	9230±

NOTES

1) BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2) ALL EXISTING EASEMENTS SHOWN ARE TAKEN FROM CURRENT TITLE COMMITMENT PROVIDED BY GREAT AMERICAN TITLE INSURANCE AGENCY. ISSUING OFFICE FILE NO.: G22-123223 COMMITMENT DATE: MARCH 16, 2022 AT 08:00 AM.

3) ALL STREETS IN THE FINAL PLAT OF EMERALD GLADES PLAT 3 ARE PROPOSED DESIGNATED AS MINOR STREETS.

SUBDIVISION INFORMATION

TOTAL ACRES:	11.42±
STREET DEDICATION ACRES:	2.63±
SMALLEST LOT:	6,760± SQ. FT. (LOTS 103-107, 109-114 & 116-120)
LARGEST LOT:	10,650± SQ. FT. (LOT 78-80, 99, 100)
AVERAGE LOT SIZE:	7,971± SQ. FT.
TOTAL NO OF LOTS:	48
CURRENT ZONING:	R-1 PD
SOURCE OF WATER:	MISSOURI AMERICAN WATER
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 2636, PG 393 BK 2649, PG 124

SURVEY DESCRIPTION

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST IN JASPER COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED IN THE JASPER COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2636, PAGE 393 AND IN BOOK 2649, PAGE 124, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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LEGEND

FOUND IRON PIN AS NOTED	●
SET 5/8" X 18" REBAR WITH PLASTIC STAMPED A/E INC LC 62	o
UTILITY EASEMENT	UE
BUILDING SETBACK LINE	BSL
RIGHT-OF-WAY	ROW
UTILITY EASEMENT	////
PROPERTY LINE	———
SECTION LINE	——— ·– ———
PHASE LINE	— — — —
CENTERLINE LINE	——— – ———
PROPOSED EASEMENT LINE	— — — —
EXISTING EASEMENT LINE	— — — —

CERTIFICATE OF PLANNING AND ZONING COMMISSION

THIS PLAT OF EMERALD GLADES PLAT 3 HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ _____, 20____.

_____
CHAIRPERSON

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) SS
COUNTY OF JASPER)

BE IT REMEMBERED THAT ON THIS _____ DAY OF _____, 20____ BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, CAME _____, MEMBER OF SCHUBER MITCHELL HOMES, LLC, TO ME PERSONALLY KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENTS IN WRITING AND DULY ACKNOWLEDGED THE EXECUTION OF SAME, IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARY SEAL THE DAY AND THE YEAR ABOVE WRITTEN.

_____ (SEAL)
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF RECORDING

CITY APPROVAL

THIS PLAT OF EMERALD GLADES PLAT 3 INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____, DULY PASSED AND APPROVED BY THE MAYOR ON THE _____ DAY OF _____, 20____, OF JOPLIN, MISSOURI.

(SEAL)

ATTEST:

_____
MAYOR

_____
CITY CLERK

_____
CITY ENGINEER

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 29097C0276E AND 29097C0257E, WHICH BEARS AN EFFECTIVE DATE OF NOVEMBER 2, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.

OWNER'S CERTIFICATE AND DEDICATION

I HEREBY CERTIFY THAT I AM A MEMBER OF SCHUBER MITCHELL HOMES, LLC, BEING THE OWNER OF THE PROPERTY DESCRIBED HEREON, WHICH PROPERTY IS LOCATED WITHIN THE JURISDICTION OF THE CITY OF JOPLIN, THAT I HEREBY FREELY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, ALLEYS, WALKS, PARKS, OPEN SPACE AND EASEMENTS, EXCEPT THOSE SPECIFICALLY DENOTED AS PRIVATE, AND THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL THE OFFER OF DEDICATION IS ACCEPTED BY THE APPROPRIATE PUBLIC AUTHORITY. ALL PROPERTY SHOWN ON THIS PLAT AS DEDICATED FOR PUBLIC USE AUTHORIZED BY LAW WHEN SUCH OTHER USE IS APPROVED BY THE JOPLIN BOARD OF ALDERMAN IN THE PUBLIC INTEREST.

SCHUBER MITCHELL HOMES, LLC

BY: _____ DATE: _____

_____,
MEMBER

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:
THAT I, RONALD W. WALLACE, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREON DESCRIBED AND IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR URBAN PROPERTY SURVEYS, PREPARED BY OWN, INC., AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS WERE PLACED OR WILL BE PLACED WITHIN 12 MONTHS AFTER RECORDING PLAT.

LAST REVISION DATE AUGUST 19, 2025
OWN, INC. L.C. 62
by

STATE OF MISSOURI
RONALD W. WALLACE
NUMBER PLS-2019015191
PROFESSIONAL LAND SURVEYOR

RONALD W. WALLACE
MO P.L.S. NO. 2019015191

8-19-25
DATE

ZONING DATA

SUBJECT PROPERTY IS ZONED R-1 PD (SINGLE-FAMILY RESIDENTIAL DISTRICT PLANNED DEVELOPMENT)

BUILDING SETBACK LINES:
FRONT: 25'
SIDE: 6'
SIDE CORNER LOT: 10'
REAR: 25'

SOURCE OF DEED

SCHUBER MITCHELL HOMES
BOOK 2636, PAGE 393
BOOK 2649, PAGE 124

DEVELOPER AND OWNER

SCHUBER MITCHELL HOMES, LLC
1810 FOUNTAIN ROAD
WEBB CITY, MISSOURI 64870

ENGINEER/LAND SURVEYOR

OWN, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
RONALD W. WALLACE, P.L.S.
MICAH SOUDER, P.E.

DRAWING INFORMATION	
JOB NO:	22JO10028
FIELD:	
DRAWN BY:	SLM
CHECK BY:	RWW
FIELD BOOK:	
ISSUED DATE:	8/19/25

OWN
Engineering beyond.
811 E. Third Street
Joplin, MO 64801
417.782.7339
COA# 00062

JOP-100-7068
SHT. __ OF __ REV. __

G:\Shared drives\JO2 - Surveying_2022\22JO10028 - Gaskill - Emeral Glades Plat 1_ preliminarry plat 21\JO10090\CAD\Final Plat\Plat 3\JOP-100-7068 final plat 3.dwg

P & Z Case 031-25
Schuber Mitchell Homes
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-284 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades 3rd Addition located West of the intersection of N St Louis Ave and Reed Street, in the City of Joplin, Jasper County, Missouri

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

Section 1. That the grades in the Plat of Subdivision located West of the intersection of N St Louis Ave and Reed Street, in the City of Joplin, Jasper County Missouri be and the same are hereby fixed and established as follows:

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST IN JASPER COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED IN THE JASPER COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2636, PAGE 393 AND IN BOOK 2649, PAGE 124, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2" REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER, SOUTH 02°07'01" WEST, 1175.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 87°57'53" EAST, 179.58 FEET; THENCE SOUTH 02°31'36" WEST, 50.00 FEET; THENCE SOUTH 87°57'53" EAST, 150.01 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE NORTHWEST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 1 THE FOLLOWING THREE COURSES SOUTH 2°31'36" WEST, 341.97 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 87°28'24" WEST, 20.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 2°31'36" WEST, 240.25 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE SOUTHWEST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING THREE COURSES, SOUTH 87°55'08" EAST, 45.85 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 2°16'20" EAST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 87°55'08" EAST, 788.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE NORTHWEST CORNER OF EMERALD GLADES PLAT 2; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 2 THE FOLLOWING THREE COURSES, SOUTH 02°16'20" WEST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED

"A/E INC LC 62"; THENCE NORTH 87°55'08" WEST, 20.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 02°16'20" WEST, 180.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING SOUTHWEST CORNER OF SAID EMERALD GLADES PLAT 2; THENCE ALONG THE SOUTH LINE OF EMERALD GLADES PLAT 2 THE FOLLOWING FOUR COURSES, SOUTH 87°55'08" EAST, 52.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62" SAID POINT ALSO BEING THE POINT OF BEGINNING. THENCE ALONG THE SOUTH LINE OF SAID EMERALD GLADES PLAT 2 THE FOLLOWING THREE COURSES SOUTH 87°55'08" EAST, 1229.00 FEET; THENCE SOUTH 2°16'20" WEST, 14.49 FEET; THENCE SOUTH 87°43'40" EAST, 230.00 FEET TO THE WEST RIGHT-OF-WAY OF ST. LOUIS AVENUE; THENCE LEAVING THE SOUTH LINE OF SAID EMERALD GLADES PLAT 2 AND ALONG THE WEST RIGHT-OF-WAY OF SAID ST. LOUIS AVENUE SOUTH 2°16'20" WEST, 400.00 FEET; THENCE LEAVING THE WEST RIGHT-OF-WAY OF SAID ST. LOUIS AVENUE NORTH 87°43'40" WEST, 180.09 FEET; THENCE 4.32 FEET ALONG 100.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING OF NORTH 03°30'37" EAST, AND A CHORD DISTANCE OF 4.32 FEET; THENCE NORTH 87°43'41" WEST 50.00 FEET; THENCE NORTH 2°16'20" EAST, 80.17 FEET; THENCE NORTH 87°55'08" WEST, 1229.00 FEET; THENCE NORTH 2°16'20" EAST 330.00 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 11.42 ACRES, MORE OR LESS.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

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

_____

Kennan T. Cortez, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2025-401 – Approving a Subrecipient Agreement between the City of Joplin and Economic Security Corporation (ESC)

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
October 6, 2025

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

SUMMARY;
This council bill approves the Subrecipient Agreement authorizing Economic Security Corporation to administer the Joplin Lead Hazard Reduction Program. The Joplin Lead Hazard Reduction Program provides funding to remediate lead-based paint hazards from homes citywide to prevent lead poisoning among very-low and low-income families with an emphasis on homes with children aged 6 and below or with a pregnant occupant within the City Limits of Joplin. Activities include but are not limited to Lead-Based paint inspection and risk assessment, new windows, doors, siding, trim, exterior & interior painting, porch repair and home safety measures if identified as a lead or healthy homes hazard as well as targeted outreach, education and training. A household may receive $30,000.00 of abatement, and if costs to make the house safe exceed this threshold, the property is evaluated on a case by case basis, and waiver to exceed $30,000.00 can be requested from HUD.

BACKGROUND;
HUD's Office of Lead Hazard Control and Healthy Homes (OLHCHH) was established in 1991 as the Office of Lead Based Paint Abatement and Poisoning Prevention to provide funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards to help protect children and their families from health and safety hazards in the home.

On October 8, 2024 the U.S. Department of Housing and Urban Development (HUD) announced more than $420 million in awards to remove lead hazards from homes and HUD-assisted properties, ensuring the safety of children, residents, and families, to remove other housing-related hazards in conjunction with weatherization efforts and to facilitate research on better identifying and controlling lead and other housing-related hazards. The City of Joplin applied to and was awarded $3,150,000 with the $350,000 match provided through the City's General Fund-Use Tax dollars.

FUNDING SOURCE
Lead Hazard Reduction Grant (LHRD) $3,150,000
General Fund – Use Tax $350,000

RECOMMENDATION

Staff recommends approval of this council bill for the administration of the Joplin Homeowners Rehabilitation Program with Economic Security Corporation (ESC).

ATTACHMENTS

Subrecipient Agreement with Economic Security Corporation
CB 2025-401

2025 LEAD HAZZARD REDUCTION PROGRAM
AGREEMENT BETWEEN
CITY OF JOPLIN, MISSOURI
AND
ECONOMIC SECURITY CORPORATION of SOUTHWEST AREA

THIS AGREEMENT, made and entered into on this 21st day of October, 2025 by and between the City of Joplin, Missouri, located at 602 S. Main, Joplin, Missouri, hereinafter referred to as the "City" and the Economic Security Corporation of Southwest Area, hereinafter referred to as "Subrecipient", a non-stock, nonprofit Missouri corporation.

RECITALS

WHEREAS, the City, in accordance with the regulations codified at FR-6800-N-13 for the Lead Hazard Reduction Grant Program (LHRG), has been designated a Grantee by the U.S. Department of Housing and Urban Development Office of Lead Hazard Control and Healthy Homes.

WHEREAS, the City has applied for and received a LHRG from the U.S. Department of Housing and Urban Development for FY 2024 LHRG Program.

WHEREAS, Subrecipient requests the City to reserve up to $342,500.12 from its 2024 LHRG/Match for the project management of the LHRG Program.

WHEREAS, the City is responsible for ensuring that LHRG funds are used in accordance with all program requirements; and,

WHEREAS, federal regulations require the City to enter into a written agreement with Subrecipient ensuring compliance with all applicable federal regulations.

WHEREAS, Subrecipient has established a program to assist low-income homeowners with lead reduction projects.

WHEREAS, The budget represented in Attachment A may be amended as needed with prior notification to Economic Security Corporation.

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the City and Subrecipient hereto agree as follows:

ARTICLE I

1. Subrecipient agrees to implement a LHRG Program in accordance with the Lead Hazard Reduction Program regulations as stated in HUD's Title X, the current HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (current HUD Guidelines, applicable Office of Lead Hazard Control and Healthy Homes (OLHCHH) program policies, and applicable federal, state, and local regulations and guidance, including, but not limited to the EPA's Renovation, Repair, and Painting (RRP) Rule found within 40 CFR part 745. Implementation shall include, but is not limited to, attracting eligible participants to the

program, assessing their eligibility under the LHRG program, and informing participants of the requirements for receipt of LHRG benefit.

2. The term of the Agreement shall begin on the date specified above and end three years from this date or until the entire LHRG funds allocated for the LHRG Program pursuant to this Agreement have been expended, whichever comes first.

3. Subrecipient shall provide any reports and information as required by the City to document compliance with LHRG Program regulations. This shall include the following information on each beneficiary: level of income (80% of household area median income or less), household size, race, ethnicity, and national origin.

4. Subrecipient shall be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses), including claims against the City, arising from the performance of Subrecipient of the terms of this agreement in accordance with the requirements of the LHRG Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of the City, its officers, agents and employees. Subrecipient is not responsible for negligent acts of the City, its officers, agents, and employees.

5. Subrecipient shall insure that all potential beneficiaries of LHRG Program funds receive information with respect to Lead Safe Housing (24 CFR 35) and the EPA's lead-based paint rules (40 CFR 745).

6. Subrecipient shall recommend applicants to the City eligible beneficiaries. Each such recommendation shall include income and eligibility verification and certifications as to the program eligibility of the client and property. Subrecipient will also provide a recommendation as to the amount of the LHRG funds required and a signed statement from the prospective homeowner that LHRG Program requirements were explained to them. No recommended applicants are accepted without notice to proceed issued by the City.

ARTICLE II

1. Under any program funded in whole or in part with LHRG funds, Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the grounds of race, color, national origin, religion, or sex.

2. Subrecipient agrees to comply with the requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.

3. Subrecipient agrees to comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146: the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and

implementing regulations at 24 CFR part 8; the requirements of Executive Order 11246 (3 CFR 1964-65, Comp., p. 339) (Equal Employment Opportunity) and the implementing regulations issued at 41 CFR chapter 60; and, the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). Please see Attachment B for the Section 3 Clause, which lists the full requirements of the Subrecipient.

4. Subrecipient agrees to comply with all applicable regulations and requirements of the LHRG program as set out in FR-6800-N-13, and to maintain adequate records to document such compliance.

5. Subrecipient represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents or subcontractors have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Subrecipient agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Subrecipient agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Subrecipient does not knowingly employ any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Subrecipient, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act. Upon execution of each contract, an Affidavit will have to be signed by the principal of the contracting company.

ARTICLE III

1. The City agrees to reserve $3,106,400.00 from its 2024 LHRG funds for use by eligible and approved beneficiaries of Subrecipient in the implementation of a LHRG Program assisting approximately one hundred (100) homes.

2. Subrecipient agrees to use and the City agrees to provide funding, pursuant to performance of these activities in an amount of $3,106,400.00 from its 2024 LHRG funds overall and not exceeding $30,000 per unit. If a project exceeds $30,000 per unit, the project will not be approved without expressed written approval from the City after consultation from HUD and to program expenditures in accordance to the budget in Attachment A.

3. The City agrees to monitor the performance of Subrecipient to assure compliance with all applicable federal regulations; however, monitoring does not relieve Subrecipient responsibility for compliance.

4. The City agrees to prepare and submit any and all required reports to HUD's Office of Lead Hazard Control and Healthy Homes.

5. The City agrees to assist Subrecipient staff in interpreting LHRG program regulations, resolving eligibility and contract problems, and the inspection of properties to insure those homes meet local property maintenance and building codes.

6. The City agrees to be responsible (in the manner and to the extent permitted by law) for all lawfully proven claims, losses, actions, and expenses (including legal expenses) including claims against Subrecipient, arising from the proven negligent performance of City of the terms of this agreement in accordance with the requirements of the LHRG Program but excepting any such claims, losses, causes of action and expenses arising as a result of fault on the part of Subrecipient, its officers, agents, and employees. Government is not responsible for negligent acts of Subrecipient, its officers, agents, and employees.

ARTICLE IV

1. Upon receipt of a completed application from an eligible LHRG Program beneficiary and finalization of Tier II site specific environmental review, the City will issue notice to proceed and approve beneficiary assistance according to the 2024 LHRG Program Policies and Procedures approved by HUD's Office of Lead Hazard Control and Healthy Homes.

2. Subrecipient clients will have exclusive access to the LHRG funds committed under this agreement for LHRG Program.

3. Subrecipient will ensure that all prospective beneficiaries will receive counseling on the obligations, terms, and conditions associated with a LHRG funded rehabilitation of a house, or unit.

ARTICLE V

1. No right, benefit, or advantage inuring to Subrecipient and no burden imposed on Subrecipient hereunder may be assigned or otherwise transferred without the prior written approval of the City.

2. This agreement, or any part hereof, may be amended from time to time hereafter only in writing executed by the City and Subrecipient.

3. This agreement, in accordance with 2 CFR 200.340 can be terminated if Subrecipient fails to comply with any term of the agreement. This agreement may be terminated for convenience in accordance with 2 CFR 200.340 upon written notice by the participating jurisdiction.

4. The failure to perform or comply with any of the covenants, warranties, terms or conditions as set forth in this agreement shall constitute events of breach and default entitling the City to take all action set out in this agreement or as otherwise allowed by law, including an action for specific performance.

5. All notices hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, return receipt requested, to the parties at their respective addresses as first set out herein.

ARTICLE VI

1. *Program income.* Program income and other receipts of Subrecipient related to activities under this agreement are to be remitted to the City.

2. Subrecipient is required to comply with applicable uniform administrative requirements, as described in 2 CFR 200.

3. Subrecipient is required to carry out each activity in compliance with all Federal laws and regulations described in 24 CFR Part 58, except that the subrecipient does not assume the participating jurisdiction's responsibilities for environmental review under 24 CFR Part 58.

4. Subrecipient is responsible for affirmative marketing in accordance with FR-6800-N-13, and priority given to households with children under the age of 6 years for the entirety of the period of performance of this agreement.

5. Subrecipient may not request disbursement of funds under the agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Program income must be disbursed before the subrecipient requests additional LHRG funds from the City.

6. *Reversion of assets.* Upon expiration or termination of this agreement, Subrecipient must transfer to the City any LHRG funds on hand at the time of expiration and any accounts receivable attributable to the use of LHRG funds.

7. *Records and reports.* Subrecipient must maintain records and provide reports required by the City from time to time, and in accordance with 2 CFR 200.

8. *Enforcement of the agreement.* Remedies for breach of the provisions of the agreement include but are not limited to repayment of any funds deemed to have been expended in an ineligible manner. In accordance with 2 CFR 200.340, suspension or termination may occur if Subrecipient materially fails to comply with any term of the agreement. The agreement may be terminated for convenience in accordance with 2 CFR 200.340.

9. If Subrecipient provides LHRG funds to for-profit owners or developers, nonprofit owners, subrecipients, homeowners, homebuyers, tenants receiving tenant-based rental assistance, Subrecipient must have a written agreement with each party which meets the requirements of this section. The agreement to be utilized for homeowner activities as part of this agreement shall be Attachment A.

IN WITNESS WHEREOF, the parties have executed this Contract at Joplin, Missouri, on this ___day of _____, 2025.

Economic Security Corporation of Southwest Area
A non-stock, nonprofit Missouri Corporation

ATTEST:

_____
Ryan Peterson
Chief Executive Officer

_____
Curtis Scott
Director of Home Repair

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

_____
Troy Bolander
Director of Planning, Development and Neighborhood Services

ATTEST:

_____
Holly Naggy
City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards
City Attorney

ATTACHMENT A

Economic Security Corporation - Subrecipient/Contractor
City of Joplin, MO

Lead Hazard Reduction Grant# MOLHB0807 - 24
Budget Narrative Total $3,448,950.12

1. CATEGORY ONE: PERSONNEL -$281,736.00

a. Program Manager - Curtis Scott -(75%): - Economic Security Corporation will have one employee who will be the Program Manager on behalf of the City. He will spend 75% of his time over four years managing the day-to-day activities, developing the scope of work to test and remediate the homes, bidding the jobs, completing contract agreements and inspecting the job sites. He will oversee all aspects of the lead hazard control work for this grant. It is anticipated that this position will allocate 75% of their time or 6,240 hours over four years at $45.15 per hour:

20% Administrative: 30 Hours per week x 52 Weeks per year= 1,560 Annual Hours x4 Years= 6,240 Hours x $45.15 Hourly Rate= $56,347.20
80% Direct: 30 Hours per week x 52 Weeks per year= 1,560 Annual Hours x4 Years= 6,240 Hours x $45.15 Hourly Rate= $225,388.80

2. CATEGORY TWO: FRINGE BENEFIT - $40,344.60

a. Program Manager - Curtis Scott: This amount represents the Fringe Benefits for the Program Manager, who will spend 75% of his time overseeing and administering this grant for the City. Fringe Benefits for ESC includes FICA of 7.65%, Retirement of 5% and Worker's Compensation of 1.67% for this position.

20% Administrative: Program Manager - 14.32% (Fringe Benefit Rate) x $281,736.00 (Base Rate)= $8,068.92
80% Direct: Program Manager -14.32% (Fringe Benefit Rate) x $281,736.00 (Base Rate)=$32,275.68

3. CATEGORY THREE: TRAVEL - $16,254.00

The grant requires 2 trainings for 2 key staff over the life of the grant. It is anticipated that the Project Director, along with the Program Manager as the Subrecipient, will attend both trainings.

a. Transportation - Local Private Vehicle: $6,720.00
Local Travel to Homes: Mileage reimbursement for the Program Manager to use his privately-owned vehicle (POV) to travel to local project sites, to meet with clients, to conduct inspections, or conduct home visits. Rate is .70 per mile for up to 9,600 miles.
100% Direct: $6,720.00

b. Transportation - Airfare: $3,000.00 Airfare for HUD required Training/Conferences.

- New Grantee Orientation (NGO)-Air fare for Program Manager to attend NGO at an estimated cost of $600.00. 100% Other Program Costs: $600.00
- Program Manager Training (PMS)-Airfare for Program Manager to attend (4) PMS classes at an estimated cost of $600.00 each. Program Manager will attend one PMS per year (1x4). 4 classes x $600.00 per class= $2,400.00
100% Other Program Costs: $2,400.00

c. Transportation - Other: $150.00
Ground Transportation for NGO and PMS from airport to hotel and from hotel to airport.

- New Grantee Orientation (NGO)- Ground transportation from the airport to the hotel and from the hotel to the airport for the Program Manager to attend NGO at an estimated cost of $15.00 each trip for a total cost of $30.00.
100% Other Program Costs: $30.00
- Program Manager School (PMS)- Ground transportation from the airport to the hotel and from the hotel to the airport for the Program Manager to attend (4) PMS classes at an estimated cost of $15.00 each trip for a total cost of $120.00. 4 classes x$15.00 each trip x2 trips each= $120.00
100% Other Program Costs: $120.00

d. Per Diem or Subsistence Total: $6,384.00 NGO will be one time over the life of the grant, while PMS will be once per year over the 4- year grant period. Per Diem for NGO for 3 days and PMS for 4 days for each of the 4 courses for the Program Manager. Lodging for NGO for 3 nights and PMS for 4 nights for each of the 4 courses for the Program Manager.

- New Grantee Orientation: Per Diem - For per diem for the Program Manager for 3 days at $79.00 per day for NGO.
100% Other Program Costs: $237.00
- New Grantee Orientation: Lodging - For lodging for the Program Manager for 3 nights at $257.00 per night for NGO.
100% Other Program Costs: $771.00
- Program Manager School: Per Diem - For per diem for the Program Manager for 4 days at $79.00 per day for PMS for each of the 4 annual courses. 4 classes x 4 days x $79.00 per day= $1,264.00
100% Other Program Costs: $1,264.00

- Program Manager School: Lodging- For lodging for the Program Manager for 4 nights at $257.00 per night for PMS for each of the 4 annual courses. 4 classes x 4 nights x $257.00 per night= $4,112.00
100% Other Program Costs: $4,112.00

4. CATEGORY FOUR: EQUIPMENT (NONE)

5. CATEGORY FIVE: SUPPLIES AND MATERIALS - $215.52
Sa. Consumable Supplies - $215.52

- Office Supplies - Cost to purchase needed office supplies for staff, including paper, pens, envelopes, etc.

100% Administrative: $215.52

6. CATEGORY SIX: CONSULTANTS (NONE)

7. CATEGORY SEVEN: CONTRACTS AND SUBGRANTEES - $3,064,400.00

a. Lead Testing: $64,400.00 -We have budgeted to do lead testing on 161 homes, with the anticipation that about 62% will test positive and the remaining 38% will test negative, thus not requiring remediation. 161 homes x $400 per home= $64,400.00
100% Direct: $64,400.00

b. Lead Remediation: $3,000,000.00-We have budgeted to remediate 100 homes, with the anticipation that 62% of the homes tested will require remediation. Remediation will include any required exterior and interior work, along with possible soil remediation, at a cost of $30,000.00 per home. 100 homes x $30,000.00 per home= $3,000,000.00.
100% Direct: $3,000,000.00

8. CATEGORY EIGHT: CONSTRUCT/ON COSTS (NONE)

9. CATEGORY NINE: OTHER DIRECT COSTS - $46,000.00

- Resident Temporary Relocation Costs - Costs to provide temporary housing in a hotel while lead hazard reduction work is being completed on the units. This cost is based on total relocation fees for 42 families for an average of five (5) nights for an estimated total night of 210 nights at $200.00 per night. 42 residents x 5 nights per relocation x $200 per night= $42,000.00

100% Direct: 42,000.00

- Program Manager School Registration Fee: The Program Manager will travel to unknown locations at this time to attend the required Program Manager School. The estimated registration fee is $1000 per person per training. Training is required annually for each year of the 4-year grant period. 4 classes x $1,000.00 = $4,000.00 100% Other Program Costs: $4,000.00

10. CATEGORY TEN: INDIRECT COSTS (NONE)

ATTACHMENT B

Section 3 Clause

The SUBRECIPIENT agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. It is agreed that the WORK to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development in an amount to exceed $100,000.00 is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The SUBRECIPIENT shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 75 and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The SUBRECIPIENT certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause. The SUBRECIPIENT will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The SUBRECIPIENT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the CITY, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations.

The SUBRECIPIENT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

E. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is

executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR part 135.

F. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the AGENCY of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided to the PROJECT as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the SUBRECIPIENT or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

G. The SUBRECIPIENT certifies that with respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organization and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provision of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ATTACHMENT C

HOMEOWNER AGREEMENT

Whereas, _____ ("Homeowner") is receiving Lead Hazard Reduction Grant (LHRG) Program financial assistance from Economic Security Corporation ("Subrecipient") in the amount of $_____ to provide funding to rehabilitate and reduce lead hazards of home located at <*insert address*> in compliance with City of Joplin building codes and Health Home Housing Quality Standards.

Now, therefore, the Subrecipient has an option to recoup assistance used on the above described property upon the terms, conditions and contingencies herein set forth.

Lead Counseling and Income Eligibility
Homeowner agrees that if during or following the completion of the scope of work any statements or documentation are determined to be false, then the Subrecipient shall require immediate payment in full of the entire funds provided by the Subrecipient.

Homeowner further certifies that the Subrecipient has counselled the homeowner with respect to lead hazards and has received the Protect Your Family From Lead in Your Home booklet published by the United States Department of Housing and Urban Development.

Homeowner certifies that he/she has provided complete, accurate, and current information regarding household income to demonstrate Homeowner's eligibility to receive LHRG funds.

Completion of Work

The Subrecipient agrees to complete all rehabilitation work on the home by _____, ____, _____.

Enforcement
The Homeowner and the subrecipient acknowledge that the subrecipient has the right and responsibility to enforce this agreement.

Whereas, if the Homeowner does not violate any of the terms listed in this agreement, then this agreement will be considered met in full.

Attachment

A. **Scope of Work**
B. **Protect Your Family From Lead in Your Home (booklet)**

IN WITNESS WHEREOF, the undersigned homeowner(s) has/have affixed his/her signature(s) and seal(s) this **___day of _____.**

Signed, sealed and delivered in the presence of:

_____	_____
Economic Security Corporation	**Homeowner**
_____	_____
Notary Public	**City of Joplin**

Commission Expiration Date:

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(name) and I am the _____(Title) of_____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2025-401 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation to partner in administering activities to complete the Lead Hazard Reduction Demonstration (LHRD) grant # MOLHB0807-24 provided through the U.S. Department of Housing and Urban Development's Office of Lead Hazard Control and Healthy Homes (OLHCHH); authorizing the City Manager to execute same on behalf of the City of Joplin.

WHEREAS, on October 8, 2024, the Department of Housing and Urban Development announced more than $420 million in awards across 32 states, District of Columbia, and Puerto Rico to remove lead hazards from homes and HUD-assisted properties, ensuring the safety of children, residents, and families.

WHEREAS, the City of Joplin was awarded $3,150,000 (Three Million One Hundred and Fifty Thousand) by the Department of Housing and Urban Development with a matching fund requirement of $350,000 (|Three Hundred and Fifty Thousand) provided by General Fund-Use Tax dollars.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Lead Hazard Reduction Program to benefit the residents within the city limits of Joplin through the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH) Lead Hazard Reduction Demonstration (LHRD) grant.

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

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of $3,106,400 (Three Million One Hundred and Six Thousand Four Hundred dollars) to remediate lead-based paint hazards from homes in an effort to prevent lead poisoning among very-low and low-income families, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 3. That upon the final approval and acceptance of the Subrecipient Agreement between the City of Joplin and Economic Security Corporation (ESC) that the Subrecipient may request Administrative Cost Reimbursement of an amount not to exceed $342,500.12 (Three Hundred and Forty Two Thousand Five Hundred Dollars and Twelve cents) that will be provided through the OLHCHH Lead Hazard Reduction Demonstration (LHRD) grant / General Fund-Use Tax match.

Section 4. That this Council Bill shall have an effective date of October 21, 2025.

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2025-402 – approving a public service agreement between The City of Joplin and Economic Security Corporation to fund the Coordinated Entry Program.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
October 6, 2025

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

SUMMARY;
The following agreement is between the City of Joplin and Economic Security Corporation for 2025 Community Development Block Grant Public Service funds.

BACKGROUND;
The Coordinated Entry Program is a critical tool to address the issue of homelessness and meet the needs of the City homeless. The program is the point of contact for the framework of local organizations to assess need, shelter, transition, and permanently house participants. The entry program streamlines the referral network of poverty and homelessness organization as well as provides data for the Homeless Management Information Database system. The attached agreement is a renewal of funding for Economic Security Corporation to continue to administer the Coordinated Entry Program. The funds will be used to pay for personnel and office expenses.

FUNDING SOURCE
This Council Bill provides Fifty Thousand Dollars and Zero Cents ($50,000.00) from Community Development Block Grant B25MC290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the 2025 Action Plan.

Staff recommends approval of the agreement so ESC can continue with administering the Coordinated Entry Program under the CDBG program.

ATTACHMENTS
2025 Coordinated Entry Agreement
CB 2025-402 Ordinance

JOPLIN
MISSOURI

CDBG RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

ECONOMIC SECURITY CORPORATION

FOR
2025 CDBG PROGRAM YEAR

THIS AGREEMENT, entered this ___ day of _____, 2025 by and between the City of Joplin (herein called the "Grantee") and Economic Security Corporation (herein called the "Recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG Year 2025 public service activity in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity: Recipient will use CDBG funding to cover personnel and office expenses related to the Coordinated Entry Program. The Coordinated Entry Program allows for a more-efficient referral network to better service and house the homeless population of the City of Joplin.

General Administration

The Recipient will maintain program and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG program.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons.

The National Objective will be documented with data collected in the HMIS system, and a monthly report on the number of persons met or serviced.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect, input and analyze data using HMIS and Housing Connect
- Document eligible expenses for reimbursement from the City of Joplin

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties
Tammy Walker	Oversight and Reporting
Shonna Greninger	Housing Resource Coordinator
April Crossno	Housing Case Manager

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2025 and end on the 30th day of June of 2026.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-25-MC-29-0008) after the completion date, unless otherwise approved by Grantee.

III. BUDGET

Funding ($50,000.00) will be reimbursed for items related to the operation of the Housing Connect (Coordinated Entry) Program.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Fifty Thousand Dollars and no cents $ 50,000.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Ryan Peterson
Title: Director of Planning, Development And Neighborhood Services	Title: Chief Executive Officer
Grantee: City of Joplin	Recipient: Economic Security Corporation
602 S. Main Street	302 S Joplin
Joplin, Missouri 64801	Joplin, Missouri 64801

Phone: (417) 624-0820	Phone: 417 781-0352
Fax: 1-417-625-4738	Fax: 417-781-1234

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Community Development Block Grant (CDBG) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National
Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition
of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity
components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR
Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S.

Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order

11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

or subcontractors.

B. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The

Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that

provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq*.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2025

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Officer
Director of Planning, Development, and Neighborhood Services

ATTEST:

_____

Thomas Walters
Planner

Economic Security Corporation

_____

Name: Ryan Peterson, Chief Executive

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is ___ Ryan Peterson___and I am the __Chief Executive Officer____ of ___Economic Security Corporation). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2025-402 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Economic Security Corporation that pertains to 2025 CDBG public service grant funds; authorizing the City Manager to execute same on behalf of the City.

WHEREAS, the City of Joplin and the Economic Security Corporation (ESC), are desirous of entering into an agreement whereby ESC will administer the Coordinated Entry Program to benefit the Joplin homeless through the Community Development Block Grant Program (CDBG).

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

Section 1. That an Agreement between the City of Joplin, Missouri, and Economic Security Corporation is entered into that describes the expenditure of 2025 CDBG public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-453– AN ORDINANCE amending Chapter 18-Animals, as it pertains to animal housing and husbandry of dogs kept outdoors and establishing the date when this ordinance shall become effective.

MEETING DATE
October 06, 2025

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2025-453-Council Bill

REVIEWED BY
Dept. Head: Ryan Talken; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill amends Chapter 18, Section 18-5 Animal Abuse and Neglect as it pertains to outdoor housing of animals. The updates will bring the Joplin City Ordinance to better align with the standards set by the State of Missouri, Department of Agriculture.

BACKGROUND
A presentation on outdoor animal housing was presented to The Joplin City Council by the Health Department with a recommendation to amend the Joplin City Code to align with the outdoor housing sections of the Missouri Department of Agriculture (MDA) Chapter 30-Animal Health of the Code of State Regulations. The Joplin City Council directed the Health Department to present code changes based on the MDA regulations pertaining to outdoor housing.

The underlined wording in Council Bill 2025-453 are updates to the existing sections of current ordinance. The proposed ordinance will codify recommendations that are currently given by the animal control officers. The proposed council bill will raise the standards of care and improve living conditions for animals housed outdoors in the City of Joplin.

FUNDING SOURCE
N/A

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

COUNCIL BILL NO. 2025-453 ORDINANCE NO.

AN ORDINANCE amending Chapter 18, Animals, Article I, Sec. 18-5(c) *Animal neglect and abandonment — Penalties*.

WHEREAS, the City Code requires additional and specific language in order to comport with minimum standards set forth by the Code of State Regulations rules under the Department of Agriculture Division 30—Animal Health Chapter 9—Animal Care Facilities; and

WHEREAS, it is in the best interest of the City of Joplin to set forth certain minimum standards of care for animals.

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

Section 1. That Chapter 18, Animals, Article I, Sec. 18-5 (c) Animal abuse and neglect, is amended as follows:

"Sec. 18-5. – Animal Abuse and Neglect.

(c) *Animal neglect and abandonment—Penalties.*

(1) A person is guilty of animal neglect when he has custody or ownership or both of an animal and fails to provide adequate care or adequate control, which results in substantial harm to the animal to include:

a. A structurally sound, properly ventilated, sanitary, dry and weatherproof shelter suitable for the species, age and condition of the animal, which is free of litter or hazardous substances and objects and which provides access to shade from direct sunlight and regress from exposure to inclement weather conditions. The shelter shall have at a minimum a floor, walls with an opening provided with a windbreak and rain break at the entrance suitable for the size of the animal and a roof. The shelter should be large enough to allow each animal to sit, stand, lie in a normal manner, and turn about freely. Unacceptable shelter includes but is not limited to barrels, crates, cardboard boxes and tarpaulins;

b. In addition to the shelter structure, one (1) or more areas of shade large enough to contain all the animals at once and protect them from the direct rays of the sun throughout the course of the day.

c. Adequate care and proper shelter for sick, infirmed, aged or animals six (6) months or younger.

d. Clean, dry bedding material if the ambient temperature is below fifty degrees Fahrenheit (50° F) or ten degrees Celsius (10° C). Additional clean, dry bedding to a depth that is considered nestable is required when the temperature is thirty-five degrees Fahrenheit (35° F) or one and seven-tenths degrees Celsius (1.7° C) or lower.

e. Outdoor housing facilities must have adequate drainage to prevent standing water.

f. Wholesome foodstuffs suitable for the species which is provided at suitable intervals for the species in a sanitary manner and in quantities sufficient to maintain good health in the animal considering its age and condition;

g. Constant access or access at suitable intervals to a supply of clean potable, unfrozen water, provided in a sanitary manner and in sufficient amounts for the species to maintain good health in the animal; and

h. Normal and prudent attention to the needs of the animal, including all required immunizations, sufficient exercise and rest, and grooming to maintain good health and the provision to each sick or injured animal of the adequate veterinary care or humane death.

(2) A person is guilty of abandonment when he has knowingly abandoned an animal in any place without making provisions for its adequate care.

(3) Animal neglect and abandonment is punishable pursuant to section 1-5. All fines and penalties for a first conviction of animal neglect or abandonment may be waived by the court provided that the person found guilty of animal neglect or abandonment shows that adequate, permanent remedies for the neglect or abandonment have been made. Reasonable costs incurred for the care and maintenance of neglected or abandoned animals may not be waived.

(4) In addition to any other penalty imposed by this section, the court may order a person found guilty of animal neglect or abandonment to pay all reasonable costs and expenses necessary for:

a. The care and maintenance of neglected or abandoned animals within the person's custody or ownership;

b. The disposal of any dead or diseased animals within the person's custody or ownership;

c. The reduction of resulting organic debris affecting the immediate area of the neglect or abandonment; and

d. The avoidance or minimization of any public health risks created by the neglect or abandonment of the animals.

Section 2. That this Ordinance shall be in full force and effect from and after its passage.

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

_____

Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-454 – approving a Program Services Contract between the Missouri Department of health and Senior Services (DHSS) and the City of Joplin Health Department (City) to provide maternal child health services.

MEETING DATE
October 06, 2025

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2025-454 Council Bill; Missouri Department of Health and Senior Services Contract for Maternal Child Health Services.

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes a Program Services Contract between the City of Joplin and the Missouri Department of Health and Senior Services to provide maternal child health services. The City Council has previously approved similar annual contracts.

BACKGROUND
This is the fifth year of a five-year contract work plan that was developed to address a priority health issue for the maternal and child health population in the City of Joplin. The priority health issue of focus is reducing unintentional injuries among children and adolescents. As part of the work plan, City staff will work with other community health partners, agencies and organizations in activities that will lead to improved health of children ages one to nineteen focused on motor vehicle injuries.

These activities include promotion of educational materials on healthy living and advocacy for reducing death and injury due to motor vehicle accidents. Additionally, partnerships will be developed with area stakeholders to increase the efficiency and effectiveness in reducing unintentional injuries in the target population of youth and adolescents.

The period for this agreement is October 1, 2025, through September 30, 2026 and the total anticipated reimbursement from this agreement is up to $35,841.90. No local match is required for participation in this contract.

FUNDING SOURCE
The source of funding is the Missouri Department of Health and Senior Services contract.

RECOMMENDATION
Staff recommends adoption of this Council Bill.

COUNCIL BILL NO. 2025-454 ORDINANCE NO.

AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2025 and running through September 30, 2026, for the amount of up to Thirty Five Thousand, Eight Hundred Forty One Dollars and Ninety Cents ($35,841.90), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri..

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

Section 1. That the Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, dealing generally with the provision by the Health Department, of contract services for maternal child health services to residents of Joplin, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is hereby approved in the current form.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

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

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking #	**Contract Title:**	
51095	MATERNAL CHILD HEALTH SERVICES	
Contract Start:	**Contract End:**	**Questions/Please Contact:**
10/1/2021	9/30/2026	PROCUREMENT UNIT @ (573)751-6471
Contract #:		**Amend #:**
DH220051095		06

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)		
JOPLIN CITY HEALTH DEPARTMENT		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS		
321 EAST 4TH STREET		
CITY, STATE, and ZIP CODE		
JOPLIN	MO	64801
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		

CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	UEI NUMBER
*********	HRWZCYY8MWJ3
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

AMENDMENT #06 TO CONTRACT DH220051095

CONTRACT TITLE: Maternal Child Health Services

CONTRACT PERIOD: October 1, 2025 through September 30, 2026

The Department of Health and Senior Services hereby exercises its option to renew the above referenced contract; therefore Section 1.1 is hereby deleted in its entirety and replaced with revised Section 1.1 as follows:

1.1 The contract amount shall not exceed $35,841.90 for the period of October 1, 2025 through September 30, 2026.

In addition, the Department of Health and Senior Services, desires to amend the above-referenced contract in accordance with the following:

1. Delete Section 2.5.2 in its entirety and replace with revised Section 2.5.2 as follows:

   2.5.2 A Statement of the Problem, including: statistical data to illustrate the scope of the priority health issue in the community, potential root causes and/or other community elements that may contribute to the problem, a discussion of existing strengths/weaknesses/gaps in access to care, the unique characteristics of the populations (i.e. income/employment status, geographic location, gender, age, education attainment, and race/ethnicity, etc.), and anecdotal or descriptive elements that give a sense of the story behind the data.

2. Delete Section 2.5.6 in its entirety and replace with revised Section 2.5.6 as follows:

   2.5.6 Identification of risk and protective factors that influence health differences within families and the community through the Life Course Perspective.

3. Delete Section 2.5.7 in its entirety.

4. Delete Section 3.1 in its entirety and replace with revised Section 3.1 as follows:

   3.1 To support a leadership role for LPHAs at the local level to: build community-based systems and expand the resources those systems can use to respond to priority maternal child health issues; provide and assure mothers and children (in particular those with low income or with limited availability of health services) access to quality MCH services; reduce health differences for women, infants, and children, including those with special health care needs; promote the health of

mothers and infants by assuring prenatal, delivery, and postpartum care for low income, at-risk pregnant women; and promote the health of children by providing preventive and primary care services for low-income children.

5. Delete Section 5.3 in its entirety and replace with revised Section 5.3 as follows:

5.3 The Contractor shall address risk and protective factors that influence health differences within families and communities through the Life Course Perspective.

6. Add Section 5.8 through 5.18.5 in its entirety as follows:

5.8 The Contractor shall develop a ***proposed*** five-year, FFY 2027-2031, work plan. Steps to develop this plan include:

5.9 Using state and local quantitative and qualitative data, along with community engagement and an evaluation of local capacity, the Contractor will conduct a detailed local assessment of the health status, strengths, weaknesses, and needs of the maternal and child health (MCH) population. This assessment will focus on the domains of women/maternal, perinatal/infant, child, and adolescent, and will identify existing gaps in access to care.

5.10 The Contractor shall utilize the Missouri Public Health Information Management System (MOPHIMS) https://healthapps.dhss.mo.gov/MoPhims/MOPHIMSHome, Missouri Information for Community Assessment (MICA) Data Profiles, Community Maternal, Infant and Child Health Profile(s) provided by the Department, local community health data, surveillance data, and other data sources to assist in the assessment process, priority health issue (PHI) and outcome measure selection, and systematic program planning.

5.11 The Contractor shall seek input from MCH stakeholders including families/consumers, providers and other community partners about the issues related to local MCH program services and delivery.

5.12 Based on the findings from the focused local assessment, the Contractor shall select **at least one** priority health issue derived from the Missouri Title V MCH Block Grant FFY 2026-2030 MCH Priorities to develop the five-year (FFY2027-2031) work plan to address the selected top priority health issue(s).

5.13 The Contractor shall budget contract funds to accomplish the proposed work plan in the proposed FFY2026 contract budget worksheet.

5.14 The Contractor shall establish a five-year (FFY 2027-2031) *evaluation plan* for tracking and monitoring progress on the work plan and analyzing performance trends which shall include identification of targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), and methods for analyzing performance trends.

5.15 The proposed work plan, referred to as the Maternal Child Health Services Contract Template FFY 2027-2031, shall be submitted to the MCH Services Program District Nurse Consultant (DNC) via an electronic e-mail attachment. The proposed work plan shall include the following:

5.15.1 Identification of the Selected Priority Health Issue(s) and targeted national, state, and/or local performance measure(s).

5.15.2 A Statement of the Problem, including: statistical data to illustrate the scope of the priority health issue in the community, potential root causes and/or other community elements that may contribute to the problem, a discussion of existing strengths/weaknesses/gaps in access to care, the unique characteristics of the populations (i.e. income/employment status, geographic location, age, education attainment, and race/ethnicity, etc.), and anecdotal or descriptive elements that give a sense of the story behind the data.

5.15.3 Goals for addressing the stated problem (based on the targeted national, state, and/or local outcome measure(s)).

5.15.4 Evidence-based strategies that will be used to address the problem. Visit https://www.mchevidence.org to find the MCH Accelerators and https://amchp.org/mch-innovations-database to find the MCH Innovations Database, to align strategies with the evidence-base.

5.15.5 System Outcome(s) and Activities at each of the six levels of the Spectrum of Prevention as follows:

a. System Outcome(s): The outcomes of the work plan shall reflect the anticipated changes in the community system after five years of effort. Outcome statements shall include evidence of accomplishment and/or an expected level of change. The outcome should be the measure that indicates the Activities in the work plan have been effective. Each System

Outcome shall be defined in measurable terms. Each level of the Spectrum of Prevention shall include at least one System Outcome.

b. Activities: The Contractor shall identify activities at each level of the spectrum for each year of the work plan that led to the System Outcome(s). Planned activities should demonstrate progressive growth toward each level's System Outcome for an improved coordinated system and be based on strategies that are evidence-based, field-tested, or validated by expert opinion. A multifaceted range of activities should progress toward the outcomes to address the priority health issue over each year.

c. Identification of risk and protective factors that influence health disparities within families and the community through the Life Course Perspective.

d. Strategies to address existing weaknesses/gaps in access to care.

5.16 The Contractor shall not propose a work plan to cover an area smaller than a county in size with the exception of Joplin, Springfield, Kansas City, and St. Louis City.

5.17 The Contractor may propose a joint submission of a work plan for this contract. Refer to the Glossary for the MCH Services Contract for a definition on joint submission of a proposed work plan used within the scope of work and guidance for the contract. The glossary is posted here: https://clphs.health.mo.gov/lphs/mch-services-program/contractresources/pdf/glossary-for-the-mch-services-contract.pdf and is incorporated by reference as if fully set forth herein.

5.18 The proposed work plan shall be completed in accordance with the Proposal Guidance listed above for the MCH Services Contract as set forth herein by the MCH Services Program. The proposed work plan shall be for the five-year period of October 1, 2026 through September 30, 2031.

5.18.1 The proposed work plan shall be based on the priority health issue(s) selected by the LPHA and approved by the Department; shall utilize the Spectrum of Prevention framework; and shall show progressive growth toward an improved coordinated system and be based on interventions that are evidence-based, field-tested, or validated by expert opinion.

5.18.2 The MCH Services Program DNC will review, provide technical assistance on the content, and approve the proposed work plan.

5.18.3 If the Contractor desires to make changes to the approved work plan before the end of the contract year, the Contractor shall submit the proposed revised work plan to the MCH Services Program DNC via an electronic email attachment.

5.18.4 The Department reserves the right to clarify or verify any component of the proposed five-year work plan.

5.18.5. The Contractor shall disseminate the final, approved work plan to the community stakeholders.

7. Delete Sections 6.3 through 6.3.8 in entirety and replace with revised Sections 6.3 through 6.3.8 as follows:

6.3 The Contractor shall complete and submit the Contract Outcomes Report no later than October 31st of the fifth contract period (FFY2026). The Contract Outcomes Report shall include the following:

6.3.1 System outcomes set forth in the approved work plan have been met or not met.

6.3.2 For any outcome marked "NOT MET" explanation of the barriers or extenuating circumstances that prevented the outcome from being met.

6.3.3 Summary of activities demonstrating progress toward system outcomes.

6.3.4 Description of what has changed in the community as a result of efforts addressing the selected priority health issue.

6.3.5 Completed evaluation plan that will be incorporated into the Contract Outcomes Report, identifying targeted outcome measure(s), evaluation questions, performance indicator measures, method(s) for tracking and monitoring progress, data sources(s), methods for analyzing performance trends, and conclusions.

6.3.6 Compliance with the contract funding and general contract provisions.

6.3.7 Local match funding amounts on health activities for the maternal and child health population, or an entry to indicate decision not to report.

6.3.8 Tangible personal property documenting any equipment purchased with MCH Services contract funding, defined as any single item that has a useful life of more than one year and has a purchase price that exceeds $5,000.

8. Delete Sections 6.5 through 6.7 in entirety and replace with revised Sections 6.5 and 6.6.

6.5 The Contractor, at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require partner-level access to the Department's Missouri Public Health Information Management System (MOPHIMS). The Contractor shall perform verification and updates by emailing the MOHIMS Program Security Officer (PSO) at MOPHIMSUSERGROUP@health.mo.gov and in the Subject Line type "MOPHIMS ACCESS UPDATES" to notify the PSO of employees who are no longer with the LPHA and need to have access removed. To request partner-level access for MOPHIMS, please submit an Automated Security Access Processing (ASAP) request.

6.6 The Department reserves the right to make changes on any Department supplied contract reporting forms and formats without the need for a contract amendment. The Department will notify the Contractor of all reporting form changes and provide the Contractor with the new forms.

9. Delete Section 7.4.2 (a) and replace with revised Section 7.4.2 (a) as follows:

a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000. Other items may only be excluded when necessary to avoid a serious unfairness in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

10. Delete Section 7.9.5 (a) in its entirety and replace with revised Section 7.9.5 (a) as follows:

a. A minimum of 60% of contract funding MUST be spent on implementing the approved FFY2022-2026 contract work plan to address the selected priority health issue(s) and to develop a FFY2027-3031 work plan.

11. Delete Section 8.2 in its entirety and replace with revised Section 8.2 as follows:

8.2 The Contractor shall invoice the Department on the Request for Payment form and the Invoicing Tool worksheet. The Invoicing Tool worksheet and Vendor Request for payment form will be provided by the Department via email to the Contractor. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

12. Delete Section 15.2 in its entirety and replaced with revised Section 15.2 as follows:

15.2 The Department will provide language to be included when the Contractor issues statements, press releases, requests proposals, solicits bids, and other Health Resources and Services Administration (HRSA) supported publications and forms describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issue briefs.

13. Delete Section 15.2.1 in its entirety.

14. Delete Attachments A, B, D, E and F in entirety and replace with revised Attachments A, B, E, and F which are attached hereto and incorporated by reference as if fully set forth herein.

All other terms, conditions and provisions of the above referenced contract shall remain the same and apply hereto.

CERTIFICATIONS AND SPECIAL PROVISIONS

1. GENERAL

1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.

2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:

2.3.1 Checking the System of Award Management (SAM) https://www.sam.gov; or

2.3.2 Collecting a certification from that person; or

2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.

3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:

6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;

6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));

6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;

6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;

6.1.6 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and

6.1.7 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.

7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.

1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at https://health.mo.gov/information/contractorresources/ for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.

1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.

1.3 If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.

1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth. https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html.

1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.

1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

1.7 The Contractor shall promptly notify the Department in writing when there is credible evidence of a violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure to make required disclosures may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.

1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:

1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or

1.8.3 Use forced labor in the performance of the award or subawards under the award.

1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.

1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.

1.11 The Contractor shall provide its Unique Entity Identifier (UEI) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Contractor submits the UEI number to the Department and the Department has verified the UEI number.

1.12 Equipment

1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than $5,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than $10,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than $10,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.

1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

LPHA: Joplin City Health Department			
Completed By:	Misty Hammer	Date:	8/18/2025
Contact Email:	mhammer@joplinmo.org	Phone #:	417-623-6122 ext 1289

FFY2026 Maternal Child Health Services Contract Budget

Section A			
Total Allowed Contract Amount	60% or more	40% or less	TOTAL
Minimum/Maximum Budget	21,505.14	14,336.76	35,841.90
Planned Budget	26,000.90	9,841.00	35,841.90
Operational Expenses	26,000.90	9,841.00	35,841.90
Personnel Services	18,000.00	8,000.00	26,000.00
Fringe Benefits	5,000.90	1,841.00	6,841.90
Travel	1,000.00		1,000.00
Supplies	2,000.00		2,000.00
Other			0.00
Equipment			0.00
Rental/Lease Costs			0.00
Total Contractual	0.00	0.00	0.00
Subcontract #1			
Subcontract #2			
Subcontract #3			
Subcontract #4			
Subcontract #5			
Total Direct Costs	**26,000.90**	**9,841.00**	**35,841.90**
Indirect (Administrative Cost) 0%	**0.00**	**0.00**	**0.00**
MCH Contract Total	**26,000.90**	**9,841.00**	**35,841.90**
Surplus/Deficit	0.00	0.00	0.00

Section B - CALCULATION ONLY. ENTER AMOUNTS IN SECTION A		
Indirect Computation		
Operational Expenses	26,000.90	9,841.00
Contractual	0.00	0.00
Subcontract #1	0.00	0.00
Subcontract #2	0.00	0.00
Subcontract #3	0.00	0.00
Subcontract #4	0.00	0.00
Subcontract #5	0.00	0.00

Operational Expenses Before Indirect

60% or more	40% or less	TOTAL
26,000.00	9,841.00	35,841.00

Attachment F – Business Associate Provisions (rev 5-9-2025)

(Health Insurance Portability and Accountability Act of 1996, as amended)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the Department. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."

2. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

   a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.

   b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.

   c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this provision, shall mean the contractor.

   d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this provision, shall mean the Department.

   e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.

   f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.

   g. "Health Care" as defined in 45 CFR §160.103, shall mean care, services, or supplies related to the health of an individual. Health care includes but is not limited to, the following:

      1) Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and

      2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.

   h. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

   i. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

   j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

   k. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:

      1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer

l. "Reproductive Health Care" as defined in 45 CFR §160.103, shall mean health care, as specified above, that affects the health of an individual in all matters relating to the reproductive system and to its functions and processes. This definition shall not be construed to set forth a standard of care for or regulate what constitutes clinically appropriate reproductive health care.

m. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.

o. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.

4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.

5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.

6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**

6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.

6.2 The contractor shall not use or disclose Reproductive Health Information, consistent with 45 CFR §164.502(a)(5)(iii), for any of the following purposes:

1) Conducting a criminal, civil, or administrative investigation into or imposing criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care, where such health care is lawful under the circumstances in which it is provided.

2) Identifying any person for the purposes of conducting such investigation or imposing such liability.

3) The contractor shall comply with the attestation requirements of 45 CFR §164.509 for any use or disclosure of Protected Health Information (PHI) potentially related to reproductive health care.

6.3 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.

6.4 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.

6.5 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.

6.6 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

6.7 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).

6.8 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.

6.9 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.

7. **Obligations and Activities of the Contractor**

7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

7.2 The contractor shall use appropriate administrative, physical and technical safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:

a. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;

b. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;

c. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;

d. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and

e. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.

7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.

7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45

CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.

7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.

7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.

7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.

7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.

7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

b. The electronic address of any individual who has specified a preference of contact by electronic mail;

c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;

d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and

e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.

7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.

7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.

7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Provisions of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.

7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this provision.

8. **Obligations of the Department**

8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.

8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.

8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.

8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

   a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.

10. **Breach of Contract**: In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at https://www.vendorservices.mo.gov/. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	51095	**State:** 0%	$0.00	**Federal:** 100%	$175,633.93
Contract Title:	MATERNAL CHILD HEALTH SERVICES				
Contract Start:	10/1/2021	**Contract End:**	9/30/2026	**Amend#:** 06	**Contract #:** DH220051095
Vendor Name:	JOPLIN CITY HEALTH DEPARTMENT				

CFDA: 93.994 **Research and Development:** N
CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
Federal Award: 1B04MC40144-01, 6B04MC40144-01
Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES
Federal Award Year: 2021 **DHSS #:** 21MCH **Federal Obligation:** $32,584.72

CFDA: 93.994 **Research and Development:** N
CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
Federal Award: 1B04MC45226-01, 6B04MC45226-01
Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES
Federal Award Year: 2022 **DHSS #:** 22MCH **Federal Obligation:** $0.00

CFDA: 93.994 **Research and Development:** N
CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
Federal Award: 1B04MC47428-01
Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES
Federal Award Year: 2023 **DHSS #:** 23MCH **Federal Obligation:** $72,317.30

CFDA: 93.994 **Research and Development:** N
CFDA Name: MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION
Federal Award: 6B04MC52935-01
Federal Award Name: MATERNAL AND CHILD HEALTH SERVICES
Federal Award Year: 2024 **DHSS #:** 24MCH **Federal Obligation:** $34,890.01

CONTRACT FUNDING SOURCES CONTINUED

CFDA:	93.994	**Research and Development:**	N		
CFDA Name:	MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT TO THE STATES				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / HEALTH RESOURCES AND SERVICES ADMINISTRATION				
Federal Award:	1 B04MC54558-01				
Federal Award Name:	MATERNAL AND CHILD HEALTH SERVICES				
Federal Award Year:	2025	**DHSS #:**	25MCH	**Federal Obligation:**	$35,841.90

*** The Department will provide this information when it becomes available.**

Project Description:

The purpose of this contract is to support a leadership role for Local public health agencys at the local level to: build community-based systems and expand the resources those systems can use to respond to priority maternal child health issues; provide and assure mothers and children access to quality services; reduce health disparities for women, infants, and children, including those with special health care needs; promote the health of mothers and infants by assuring prenatal, delivery, and postpartum care for low income, at-risk pregnant women; and promote the health of children by providing preventive and primary care services for low income children.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-535 – Approval of a Real Estate Contract

MEETING DATE
October 6, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-535 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of East of North Street – West of St Louis Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at North Street – West of St Louis Avenue.

BACKGROUND
The City offered several pieces of buildable surplus property for sale with a bid opening of April 14, 2025. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for North Street – West of St Louis Avenue, which had a minimum bid price of $7,650.00. Lauren White submitted the best bid with a sales price of $7,650.00. The property is currently zoned R-1 and contains approximately 10,625 square feet of land.

The City will complete the sale of this parcel on or before January 30, 2026.

FUNDING SOURCE
This item is not applicable for this council bill.

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

COUNCIL BILL NO. 2025-535 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White, for the sale of one parcel located at North Street – West of St Louis Avenue, totaling approximately 10,625 square feet of land; and authorizing the City Manager 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, MISSOURI, as follows:

Section 1. That the Real Estate Contract, in the amount of Seven Thousand Six Hundred Fifty Dollars and No Cents ($7,650.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Lauren White, for the sale of one parcel located at North Street – West of St Louis Avenue, totaling approximately 10,625 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of Lots Numbered Five (5) and Six (6) in Block Forty-Four (44) in FIRST ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, together with the East One-Half of vacated McKee Avenue lying West of and adjoining said Lot 6. Zoned R1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance shall become effective on October 21, 2025.

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

of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Lauren White, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at North Street – West of St. Louis Avenue (Lots 5 & 6 Block 44), the real estate described as follows:

> "All of Lots Numbered Five (5), and Six (6) in Block Forty-four (44) in FIRST ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with the East One-Half of vacated McKee Avenue lying West of and adjoining said Lot 6. Containing 10,625 square feet, more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Seven Thousand Six Hundred Fifty Dollars ($7,650.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that CB Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at CB Title on or before January 30, 2026, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Lauren White

By: _____

Lauren White
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

The City of Joplin is offering for sale the following property.

North St – W of St. Louis (Lots 5 & 6 Block 44)

All of Lots Numbered Five (5), and Six (6) in Block Forty-four (44) in FIRST ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with the East One-Half of vacated McKee Avenue lying West of and adjoining said Lot 6. Containing 10,625 square feet, more or less.
There is a minimum bid of $7,650.00 for this parcel.

Leslie Haase, CPA, CMA
Finance Director

Publication Date:
Friday, March 14, 2025

CITY OF JOPLIN
L2025-08
Land Sale Bid Form

The City will accept sealed bids on the following parcel until 2:00 pm, Thursday, April 17, 2025, at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will be returned to the vendor.

North St – W of St. Louis (Lots 5 & 6 Block 44) $ 7650.00
Minimum Bid Price is $7,650.00

MARK BID ENVELOPES: "BID L2025-08 LAND SALE North St – W of St. Louis (Lots 5 & 6 Block 44)"
The City sells property by Quit Claim Deed. If the buyer wishes to close at a title company, the buyer assumes all closing costs and the closing will be held at CB Title Company. Questions concerning the specifications and bidding procedures should be directed to Leslie Haase, Finance Director at 602 South Main Street, Joplin, MO, 64801 or by phoning 417-624-0820 ext. 1251.

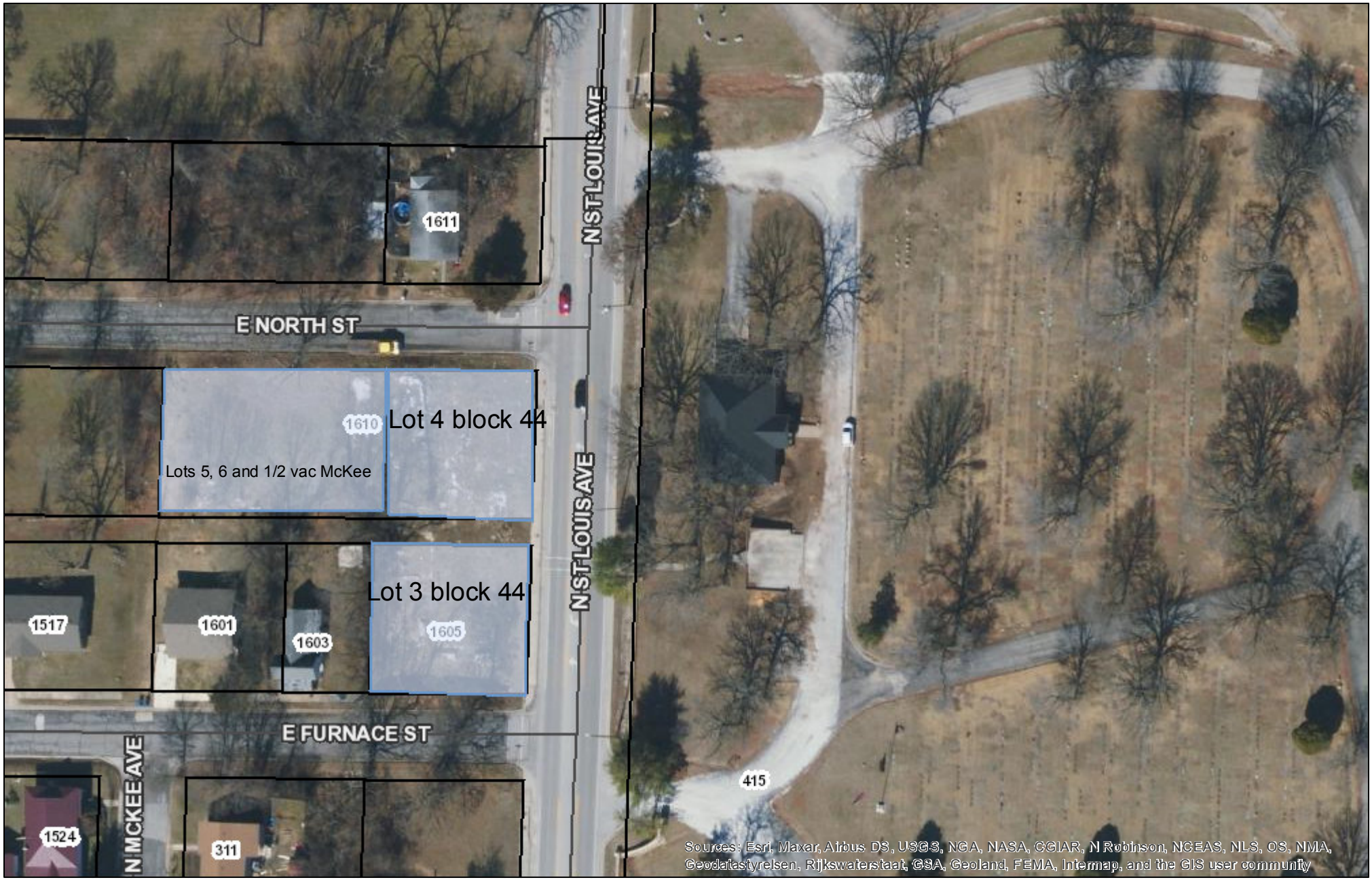
Bidder Name: Lauren White

Bidder Address: 2708 E Sadie Ct

Bidder Address: Joplin, MO 64801

Bidder Telephone Number: 918. 607-4276

Bidder Email Address: laurenwhite787@gmail.com



Date: 9/22/2025

1 " = 94 '

0 0.0075 0.015 0.03 mi

N

Areas

Override 1

Jasper Parcels

Addresses

Jasper Parcels

Jasper Parcels

Joplin Streets

Red: Band_1

Green: Band_2

Blue: Band_3

DISCLAIMER

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-536 – Approving an agreement with UMR to provide health insurance administration services for city employees

MEETING DATE
October 6, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-536 Ordinance; Exhibit "A" UMR Agreement

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

SUMMARY
This Council Bill approves an agreement with UMR to provide health insurance administrative services and EAP services for the City's health self-insurance coverage effective on January 1, 2026.

BACKGROUND
In February of 2025, the City issued an RFP, through our insurance consultant Segal, for employee insurance benefits including health, dental, vision, life, and long-term disability coverage. Bids were received in March. Segal assessed the bid results and presented the best overall recommendations, which were adopted by City Council. Vendors are selected for a five-year period which will begin on January 1, 2026. Within the five-year timeframe, contracts are updated depending upon the length of the rate guarantees.

UMR currently assesses an administrative fee of $39.84 per employee per month. The rate for 2026 will remain unchanged. The renewal rate for 2027 will be $40.84, then $41.73 for 2028. The City will receive a $5,000 administrative credit and a $15,000 wellness credit annually.

With the results of the insurance bid, Segal has set the insurance premiums for 2026. There will be no change in plan design again for 2026. Premiums will increase 1.1% for 2026. The City's ten-year health insurance trend is an increase of 4.8%. This represents an average of about 2.6% *below* national trend increases of 7.4% for the same time period. For those employees with family insurance coverage, the premium will increase $2.41 per pay period or $4.82 per month. The City's cost for single coverage will increase $6.88 per month, while family coverage will increase $14.44 per month.

FUNDING SOURCE
This item is included in all funds based on payroll.

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

COUNCIL BILL NO. 2025-536 **ORDINANCE NO.**

AN ORDINANCE approving an Agreement by and between the City of Joplin and UMR to provide health insurance administration services for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said renewal agreement 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, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Joplin, Missouri and UMR to provide health insurance administration services for City employees on behalf of the employer, the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager, or his designee, is hereby authorized and directed to execute said Renewal Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance shall become effective on October 21, 2025.

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Brian Hunter
Associate Health Consultant
M 312.771.1512
bhunter@segalco.com

101 North Wacker Drive
Suite 1800
Chicago, IL 60606-1722
segalco.com

EXHIBIT "A"

September 9, 2025

Via E-Mail: jennifer_gales@umr.com

Ms. Jennifer Gales
Strategic Account Executive
UMR A UnitedHealthcare Company
13655 Riverport Drive
Maryland Heights, MO 63043

Re: City of Joplin, Missouri - Proposal Acceptance for Medical PPO Network, Pharmacy Benefit Management Services and Employee Assistant Program Services

Dear Jennifer:

The City of Joplin, Missouri (the City) has accepted the medical PPO network and pharmacy benefit management services proposal, as well as the Employee Assistance Program (EAP) renewal submitted by UMR, to be effective January 1, 2026. Below summarizes the terms UMR agreed to as a part of the RFP process, effective January 1, 2026.

Medical PPO ASO Coverage

The accepted terms and rates are shown in the following tables for January 1, 2026 through December 31, 2030.

UMR Proposed Fees - January 1, 2026 through December 30, 2030					
Administration and Access Fees	**Renewal Fees 1/1/2026**	**Renewal Fees 1/1/2027**	**Renewal Fees 1/1/2028**	**Renewal Fees 1/1/2029**	**Renewal Fees 1/1/2030**
Medical claims	$33.72	$34.72	$35.74	$36.63	$37.55
Medical client advisor commission	Net	Net	Net	Net	Net
Required stop loss interface fee	Included	Included	Included	Included	Included
UnitedHealthcare Choice Plus ® Network - Access Fee	Included	Included	Included	Included	Included
COBRA administration	$1.12	$1.12	$1.12	$1.12	$1.12
Utilization Management (UM)	Included	Included	Included	Included	Included
Complex Condition CARE	Included	Included	Included	Included	Included
Online Events and Challenges	$1.15	$1.15	$1.15	$1.15	$1.15
Medical and pharmacy integration - per participating employee per month	Included	Included	Included	Included	Included
Telemedicine (Teladoc)	Included	Included	Included	Included	Included
Plan Advisor	$2.95	$2.95	$2.95	$2.95	$2.95

UMR Proposed Fees - January 1, 2026 through December 30, 2030					
Administration and Access Fees	**Renewal Fees 1/1/2026**	**Renewal Fees 1/1/2027**	**Renewal Fees 1/1/2028**	**Renewal Fees 1/1/2029**	**Renewal Fees 1/1/2030**
Incentive Solutions: Live Well Reward$ Solution	$0.90	$0.90	$0.90	$0.90	$0.90
Flexible spending - health care account (HCA) - per participating employee per month	$4.93	$4.93	$4.93	$4.93	$4.93
Flexible spending - dependent care account (DCA) - per participating employee per month	$3.93	$3.93	$3.93	$3.93	$3.93
CRS Enhanced - % of Savings	20% with $50,000 cap per claim	20% with $50,000 cap per claim	20% with $50,000 cap per claim	20% with $50,000 cap per claim	20% with $50,000 cap per claim

Medical Allowances and Performance Guarantees

January 1, 2026 through December 30, 2030	
Fee Guarantee	5 Years, with Rate Increases from 2.5% - 3.0% each Year
Administrative Credit	$5,000 Annually
Wellness Credit	$15,000 Annually
Total Allowances and Credits	**$100,000**
Discount Guarantees	30% of Admin. Fees
Performance Guarantees	10% of Admin. Fees

January 1, 2026 through December 30, 2030	
Performance Standard	**Amount at Risk***
On average, calls will be answered in thirty (30) seconds or less	2% of fees at risk
On average, three percent (3%) or less of calls may be abandoned	2% of fees at risk
Ninety percent (90%) of all clean Claims will be processed within 10 business days from the date that the TPA receives all information necessary to adjudicate the Claim	3% of fees at risk
Claim payments, on an aggregated dollar basis, shall be ninety-nine percent (99%) accurate to the plan of benefit	3% of fees at risk
Claim Procedural Accuracy (accurate processing includes payment amount, communication to the claimant or provider, data entry errors affecting current or future benefit determinations and management reports) will be maintained at ninety-five percent (95%)	3% of fees at risk
Claim Payment Accuracy will be maintained at a level of ninety-eight percent (98%)	3% of fees at risk

*Total aggregate fees at risk will be capped at 10% for all medical claim and call performance guarantees

Prescription Drug Coverage

The accepted terms and rates are shown in the following tables based on its traditional pricing model:

	Year 1 1/1/2026	Year 2 1/1/2027	Year 3 1/1/2028
Retail			
Guarantee: Brand discount, plus dispensing fee	19.80% + $0.45	19.80% + $0.45	19.80% + $0.45
Guarantee: Net effective generic discount, plus dispensing fee	87.00% + $0.45	87.10% + $0.45	87.20% + $0.45
Retail 90 Rx (Optional)			
Guarantee: Brand discount, plus dispensing fee	23.00% + $0.00	23.00% + $0.00	23.00% + $0.00
Guarantee: Net effective generic discount, plus dispensing fee	90.00% + $0.00	90.10% + $0.00	90.20% + $0.00
Home Delivery			
Brand discount, plus dispensing fee	21.00% + $0.00	21.00% + $0.00	21.00% + $0.00
Net effective generic discount, plus dispensing fee	91.00% + $0.00	91.10% + $0.00	91.20% + $0.00
Rebate Guarantee			
	100% Pass-Through	100% Pass-Through	100% Pass-Through
Premium PDL			
Minimum Rebate Guarantee (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim	$410.00	$480.00	$535.00
Minimum Rebate Guarantee (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim	$1,250.00	$1,450.00	$1,650.00
Minimum Rebate Guarantee (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim	$1,250.00	$1,450.00	$1,650.00
Minimum Rebate Guarantee (Specialty) - Per Net Paid Brand Claim	$4,250.00	$4,700.00	$5,000.00
Select Comprehensive			
Minimum Rebate Guarantee (Retail 30 - Excluding Specialty) - Per Net Paid Brand Claim	$390.00	$455.00	$505.00
Minimum Rebate Guarantee (Retail 90 - Excluding Specialty) - Per Net Paid Brand Claim	$1,150.00	$1,350.00	$1,500.00
Minimum Rebate Guarantee (Home Delivery - Excluding Specialty) - Per Net Paid Brand Claim	$1,150.00	$1,350.00	$1,500.00
Minimum Rebate Guarantee (Specialty) - Per Net Paid Brand Claim	$3,900.00	$4,300.00	$4,550.00

	Year 1	Year 2	Year 3
	1/1/2026	1/1/2027	1/1/2028
Specialty drugs are priced on an individual drug basis, with an estimated average aggregate specialty discount of the following:			
LDD - Brand & Generic Discount	*15.00%*	*15.00%*	*15.00%*
Non-LDD - Brand Discount	*19.50%*	*19.50%*	*19.50%*
Non-LDD - Generic Discount	*72.00%*	*72.00%*	*72.00%*
Compound Drug Claim Pricing: AWP less Standard Contracted Discount + $7.50 Dispensing fee			

Pharmacy Management Allowance January 1, 2026 thru December 30, 2028	
Allowance	$3.00 per Participant Annually

Member Assistance Program

The following are the administrative services Optum has agreed to provide to the City at the rates set forth herein.

Product	Hours	Rate Type	Rate Period	2026 Fee	2027 Fee	2028 Fee
Employee Assistance Program - EAP – 6 Sessions	N/A	Per Employee	Per Month	$2.38	Up to 3% increase	Up to 3% increase
Bank of Hours for Training & Critical Incident (CIRS)	5	Per Employee	Per Month	Included in EAP Fee	Included in EAP Fee	Included in EAP Fee

Additional On-Site Support Service hours are available on a fee-for-service basis. Services are billed at an hourly rate plus travel time. Any onsite or training hours can be purchased according to the rates in the grid below.

On-Site Support Service	Fee for Service
Management Development Programs	$275/on-site hour
Employee Development Programs	$275/on-site hour
Wellness Seminars	$275/on-site hour
Information Resource Events	$275/on-site hour
Critical Incident Response Services	$275/on-site hour
Travel Time & Trainer Downtime	$275/hour

Contract and Administration

Please confirm that you will allow a minimum of 180 days' renewal notification in all forthcoming years. Please finalize the contract and any other applicable documentation, matching the information detailed above, corresponding to your firm's proposal, and send one copy to me and one to each of the following:

Ms. Leslie Haase, CPA
Finance Director
City of Joplin, MO
602 South Main Street
Joplin, MO 64801
(417) 624-0820 x251
lhaase@joplinmo.org

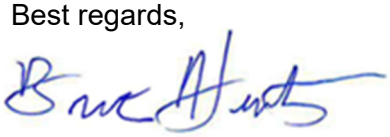
Ms. Kimberly Wixson
Senior Vice President & Health Consultant
Segal
3001 West Big Beaver Road, Suite 320
Troy, MI 48084-3104
(248) 606-1435
kwixson@segalco.com

All ongoing correspondence and routine matters regarding billing and administrative issues should be directed to Ms. Haase.

The City also requires timely execution of the PBM Participation Agreement, which must reflect the pricing as presented in your PBM RFP proposal as well as any follow-up or clarifying question responses. Please forward the Participation Agreement to all included in this notice for review.

Please feel free to reach out to me if you have any questions regarding the above. The City looks forward to continuing its relationship with UMR and OptumRx.

Best regards,



Brian Hunter
Associate Health Consultant

cc: Ms. Kim Wixson
Ms. Kari Tvedt
Ms. Leslie Haase
Mr. Kenny Waytashek – OptumRx Kenny.waytashek@optum.com
Mr. Bob Burnett – UMR bob.burnett@umr.com

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-615 – Approving the Construction Manager at Risk (CMAR) Guaranteed Maximum Price (GMP) Amendment #1 Agreement with Branco Enterprises, Inc. to construct the Ewert Splash Park Project.

MEETING DATE
September 15, 2025

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2025-615 Ordinance; Exhibit "A" Branco Enterprises, Inc. GMP Amendment #1 Agreement including Attachment 1: GMP Cost Breakdown, Attachment 2: Value Engineering List, and Attachment 3: Drawing and Specifications Index; Exhibit "B" Branco Enterprises, Inc. Signed CMAR Contract

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

SUMMARY
This Council Bill approves a CMAR GMP Amendment #1 Agreement with Branco Enterprises, Inc. in the amount of Eight Million Nine Hundred and Thirty-Five Thousand Three Hundred and Sixty-Five Dollars ($8,935,365) to construct the Ewert Splash Park Project as promised in the Parks and Stormwater Sales Tax approved by the voters.

BACKGROUND
In January 2021, the final report for the Ewert Pool Study was presented to City Council with the recommendation from Waters Edge Aquatic Design to renovate Ewert Aquatic Center into a splash park with an ice ribbon as well as adding several park improvements. During the community engagement process there was an overwhelming support for renovating the Ewert Aquatic Center with park improvements. In August 2021, the Joplin voters renewed the Parks and Stormwater ¼-cent Renewal Sales Tax, which included the Ewert Splash Park project.

The amenities included in this project are:

- Colored concrete and artificial turf, playground surfacing under dry play structure
- Additional shade structures
- Ground sprays
- Tall and larger sprays
- Water table
- Spray arches
- Wet sprays
- Wet play structure
- Dry play structure
- Dry play unit
- Ice ribbon

- Landscaping
- Bathhouse & buildings:
    - Reconfigure entry/admission area
    - Add 2 family changing rooms
    - Condition the bathhouse to utilize in the winter months (for ice skating)
    - Basic interior and exterior aesthetic improvements
    - New roof
    - Improvements to the entrance between the bathhouse and concession building
- Covered basketball / multiuse court
- An amphitheater west of covered court area
- A park kiosk and interpretative signage
- New playground with turf playground surface
- Security lighting and cameras

In October 2023, Olsson Studio was selected to be the engineering and design firm for this project. Several open houses, stakeholder meetings, and presentations were held to finalize the design elements for this project. In August 2024, Branco Enterprises, Inc. was selected and approved for a CMAR contract for the general conditions, terms, and pre-construction services of the Ewert Splash Park Project. On June 26, 2025, project bids were opened by Branco Enterprises, Inc. And on September 4, 2025, Branco Enterprises, Inc. submitted the final GMP to the City of Joplin.

FUNDING SOURCE

This item is funded through the Parks and Stormwater ¼-cent Renewal Sales Tax and Use Tax Beautification

RECOMMENDATION

Staff recommend approval of this council bill on 2nd and 3rd reading.

BRANCO ENTERPRISES inc

Phone: 417-451-5250 · **Fax:** 417-451-2851 · www.branco.com

Neosho Office: 12033 E Highway 86
Neosho, MO 64850

Springfield Office: 1864 S State Hwy MM
Springfield, MO 65802

Mailing Address: P.O. Box 459
Neosho, MO 64850

Ewert Splash Park
Construction Manager at Risk GMP Amendment #1
September 4, 2025

Construction Manager at Risk (CMR) Guaranteed Maximum Price (GMP) is based on plans and specifications dated April 18, 2025, and subsequent Addendums 1, 2, 3 & 4.

GMP Amendment #1 total……..***$ 8,935,365.00***

Qualifications and Clarifications are as follows:

- GMP includes $50,000 allowance for Unsuitable Soils.
- GMP includes $30,000 Topsoil Allowance
- GMP includes $15,000 Temporary Shoring Allowance for Box Culvert
- GMP includes $130,000 for additional splash pad concrete, spray features, and playground equipment to be determined.
- GMP includes design fee of $47,250 for Value Engineering redesign costs.
- GMP is based on acceptance of all VE Options presented for a total savings of $806,802.
- GMP includes General Conditions and Cost of Work General Conditions.
- GMP includes Builders Risk, OCP & General Liability Insurance.
- GMP includes Performance Bond
- GMP excludes Third Party Testing
- GMP excludes building permit costs; assumed to be waived by the Owner.
- GMP excludes Design Fees not specifically stated above.
- GMP excludes sales tax.
- GMP excludes Alternates 1, 2, 3, 4.
- GMP excludes Owner Contingency
- All costs associated with utility costs for temporary power, gas, water, etc. are assumed to be by the Owner.
- All furnishings such as: furniture, desks, tables, chairs, etc. are by the Owner. These are referred to as F,F, & E.

The $120,000.00 included for CMR Contingency is for the Construction Manager's use for such cost as:

- Market or schedule driven changes in the cost of work. These costs are known as "buy-out differences from the budget".

- Adjustments to contractor's scope of work not anticipated at the time the subcontractor was contracted as required for a complete system installation (i.e. "scope gaps").

The above-mentioned contingency does not include changes in scope (i.e. changes in building systems, kinds and quality of materials, finishes or equipment) which are the basis for change orders. Examples would be adding a shower to a room or changing plastic laminate casework to wood veneer casework. In addition, unforeseen site conditions such as buried artifacts, archaeological items, contaminated or unsuitable soil are not covered under the contingency.

Unallocated Allowance and Contingency funds will be returned to the Owner.

Fee is set at 2.5% and will be applied to all costs of work.

This GMP is based on a substantial completion date of September 1, 2026.

OWNER		***Construction Manager***	
Signed:	_____	Signed:	_____
Printed:	_____	Printed:	_____
Date:	_____	Date:	_____

Attachments:

- GMP Cost Breakdown dated 9/4/25
- VE List dated 9/4/25
- List of drawings and specifications used for preparing the GMP

Attachment 1 – GMP Cost Breakdown

PROJECT GMP AMENDMENT

Project: Ewert Splash Park
Date: 9/4/25
By: Patrick Capron

	Bid Packages		Total	Recommendation
BP.03.01	Concrete		$1,361,000	Branco
BP.04.01	Masonry		$135,000	Hodkin Masonry
BP.05.01	Structural Steel & Misc. Steel - Supply		$63,000	TBD
BP.05.02	PEMB - Supply		$358,738	Steel Tech
BP.05.03	PEMB & Structural/Misc. Steel - Install		$189,952	CDI
BP.06.01	General Trades		$365,000	Branco
BP.06.02	Millwork & Cabinetry		$30,000	TBD
BP.07.01	Roofing, Flashing, & Sheet Metal		$191,500	Ivey Roofing
BP.08.04	Aluminum Storefronts, Glass & Glazing		$16,467	Commercial Glass
BP.09.01	Metal Framing, Drywall, Acoustical Ceiling & Sound Absorbing Units		$39,300	Bonilla
BP.09.02	Flooring & Tile		$37,320	Joplin Floor Design
BP.09.03	Painting		$88,600	Yakel
BP.09.04	Fluid Applied Flooring (Walls)		$25,620	Desco
BP.11.01	Gymnasium Equipment		$58,823	Athco
BP.13.01	Spray Grounds		$1,364,000	Branco
BP.13.02	Ice Rink Concrete, Mechanical & Dasher Boards		$2,499,178	Modern Mechanical
	Add for Bond		$75,000	Modern Mechanical
BP.13.03	Playground Equipment and Synthetic Turf		$259,541	Play and Park
BP.22.01	Plumbing & Site Utilities		$254,000	Richland
BP.23.01	Heating, Ventilation, Air Conditioning		$26,479	TNT
BP.26.01	Electrical, Low-Voltage, Fire Alarm, and Access Control		$730,000	Bills Electric
BP.31.01	Earthwork & Stormwater		$378,500	Vaughn Dirtworks
BP.32.02	Asphalt		$48,843	Springfield Striping
BP/32.04	Fencing		$87,120	MW Fence/Robinson
BP.32.05	Landscaping		$48,000	Simpson Lawn Care
		Subtotal	**$8,730,981**	
Allowances				
1	Unsuitable Soils/Unforeseens		$50,000	
2	Top Soil Allowance		$30,000	
3	Temporary Shoring of Box Culvert		$15,000	
4	Additional Splash Pad Concrete, Features and Playground Play Equipment		$130,000	
5	Additional Design Cost		$47,250	
6	Acceptance of all VE Deducts		($806,802)	
	TOTAL		**($534,552)**	
Alternates				
1	Black PVC coated chain link fence in lieu of decorative metal fence	$ (34,120.00)	$0	Included in VE Deduct Amount
2	Epoxy painted walls in lieu of fluid applied wall finish	$ (20,120.00)	$0	Included in VE Deduct Amount
3	Sports court surfacing	$ 45,000.00	$0	Not Accepted
4	Pedestrian bridge handrail addition	$ 10,000.00	$0	Not Accepted
5	Sports court sprinkler deterrence system-Allowance	$ 95,000.00	$0	Not Accepted
		Subtotal	**$0**	

General Conditions and Staff ($19,500/month for 10 Months)		$195,000
Cost of Work General Conditions		$107,000
Preconstruction Fee		$5,000
Builder's Risk, OCP and General Liability Insurance		$38,000
Performance Bond		$56,000
Third Party Testing (By Owner)		$0
Building Permit Allowance (assumed to be waived)		$0
CMR-Contingency		$120,000
Owner Contingency (to be carried outside of GMP)		$0
TOTAL	Subtotal	**$521,000**

Total of Bid Packages, General Conditions, & Allowances		$8,717,429
CMR Fee (2.5%)		$217,936
	Total Project GMP	**$8,935,365**

Attachment 2 – Value Engineering List

BRANCO ENTERPRISES inc
GENERAL CONTRACTOR • DESIGN BUILDER • CONSTRUCTION MANAGER

Ewert Park Post Bid VE List **9.4.25**

Item	Description	Yes/No	VE Amount	Accepted VE	Notes
1	Omit roller shades at Bathhouse	Yes	$ (3,425.00)	$ (3,425.00)	Three shades at Admission area
2	Door supplier savings	Yes	$ (31,774.00)	$ (31,774.00)	Received lower bid right at bid time
3	Omit skylights at Covered Court	Yes	$ (35,652.00)	$ (35,652.00)	
4	Vinyl coated chain link fence in lieu of decorative	Yes	$ (34,120.00)	$ (34,120.00)	This is Alternate #1
5	Epoxy painted bathroom walls in lieu of epoxy coating	Yes	$ (20,120.00)	$ (20,120.00)	This is Alternate #2
6	Vortex spray equipment in lieu of Aquatix	Yes	$ (250,000.00)	$ (250,000.00)	Pending equipment approval
7	Omit drinking fountain at Courts	Yes	$ (22,000.00)	$ (22,000.00)	
8	Omit water meter/line and connect to existing line at the existing Pavilion	Yes	$ (5,000.00)	$ (5,000.00)	Reference sheet L202
9	Omit relocation of shade structure in playground on west side	Yes	$ (37,000.00)	$ (37,000.00)	City to remove/relocate
10	Omit park kiosk structure and signage from Branco scope	Yes	$ (20,000.00)	$ (20,000.00)	City to contract direct with Sign Designs and utilize budget from another department
11	Provide standard rebar in lieu of epoxy coated rebar	Yes	$ (11,730.00)	$ (11,730.00)	
12	Lighting package change & water feature VFD substitution	Yes	$ (25,000.00)	$ (25,000.00)	Engineer to review once substitutions are provided
13	Change from metal roof to TPO at Bathhouse	Yes	$ (31,500.00)	$ (31,500.00)	TPO with rib welded on. Standard color
14	Provide Square D VFDs in lieu of Danfoss	Yes	$ (15,000.00)	$ (15,000.00)	Subject to Approval
15	Provide Alternate Switchgear	Yes	$ (5,000.00)	$ (5,000.00)	Subject to Approval
16	Reduce PEMB collateral load from 10# to 5#	Yes	$ (20,213.00)	$ (20,213.00)	
17	Post bid masonry bid reduction	Yes	$ (15,000.00)	$ (15,000.00)	Received more competitive EIFS bid at bid time
18	Omit ice ribbon tunnel/west end	Yes	$ (200,000.00)	$ (200,000.00)	Ice ribbon west end elevation to be modified removing tunnel, ramp, concrete walls and recessed interior play area. West end to be "at grade" with similar to east end.
19	Provide PEMB deflection loading per drawing S002	Yes	$ (6,168.00)	$ (6,168.00)	
20	Omit PEMB weathertightness warranty	Yes	$ (6,100.00)	$ (6,100.00)	Not needed due to PEMB structure being open sided.
21	Omit Bathhouse canopy	Yes	$ (12,000.00)	$ (12,000.00)	
22	Bond, Insurance & Fee reduction	Yes	$ -	$ -	Included in revised GMP Breakdown
	VE TOTAL		$ (806,802.00)	$ (806,802.00)	

Attachment 3 – Drawing and Specifications Index

SHEET INDEX:

SHEET #	SHEET DESCRIPTION	PERMITTING SET 04/18/2025	100% CONSTRUCTION DOCUMENTS 04/18/2025	ADDENDUM #1 06/06/2025	ADDENDUM #2 06/10/2025	ADDENDUM #3 06/13/2025	ADDENDUM #4 06/19/2025
L000	COVER	X	X	X	X	X	
L001	PROJECT SHEET- GENERAL NOTES	X	X				
L002	PROJECT SHEET - SHEET INDEX	X	X	X	X	X	
L003	PROJECT SHEET - SPECIFICATION INDEX	X	X	X	X		
L004	PROJECT SHEET - MATERIAL SCHEDULE	X	X		X		
L005	CODE ANALYSIS PLAN - BH	X	X				
L006	ACCESSIBILITY STANDARDS	X	X				
L007	ACCESSIBILITY STANDARDS	X	X				
L100	OVERALL DEMOLITION PLAN	X	X				
L101	DEMOLITION PLAN	X	X				
L102	DEMOLITION PLAN	X	X				
L103	DEMOLITION PLAN	X	X				
L105	DEMOLITION - BH	X	X			X	
L200	SITE PLAN	X	X	X			
L201	OVERALL HARDSCAPE PLAN	X	X	X			
L202	HARDSCAPE PLAN	X	X	X		X	
L203	HARDSCAPE PLAN	X	X	X			
L204	HARDSCAPE PLAN	X	X	X			
L205	ENTRY HARDSCAPE PLAN	X	X				
L206	SPLASH PARK & ICE SKATE RIBBON HARDSCAPE PLAN	X	X		X	X	
L207	SPLASH PARK & PLAY EQUIPMENT PLAN	X	X				
L208	ICE RINK MAT LAYOUT PLAN	X	X				
L209	PLAYGROUND HARDSCAPE & PLAY EQUIPMENT PLAN	X	X				
L210	COVERED BASKETBALL MULTIUSE COURT HARDSCAPE PLAN	X	X		X		
L220	OVERALL LAYOUT PLAN	X	X				
L221	LAYOUT PLAN	X	X				
L222	LAYOUT PLAN	X	X				
L223	LAYOUT PLAN	X	X				
L224	LAYOUT PLAN	X	X				
L225	LAYOUT PLAN	X	X				
L226	LAYOUT PLAN	X	X				
L227	LAYOUT COORDINATES	X	X				
L300	DRAINAGE PLAN						
C300	OVERALL GRADING PLAN	X	X				
C301	ENLARGED GRADING PLAN #1	X	X	X		X	
C302	ENLARGED GRADING PLAN #2	X	X			X	
C310	OVERALL EROSION CONTROL PLAN	X	X	X			
C311	ENLARGED EROSION CONTROL PLAN #1	X	X				
C312	ENLARGED EROSION CONTROL PLAN #2	X	X				
C313	ENLARGED EROSION CONTROL PLAN #3	X	X				
C314	EROSION CONTROL DETAILS	X	X				
C320	OVERALL UTILITY PLAN	X	X				
C321	ENLARGED UTILITY PLAN #1	X	X	X			
C322	ENLARGED UTILITY PLAN #2	X	X	X			
C323	UTILITY DETAILS	X	X	X			
C324	UTILITY DETAILS	X	X				
C325	OVERALL STORM SEWER PLAN	X	X				
C326	ENLARGED STORM SEWER PLAN #1	X	X				
C327	ENLARGED STORM SEWER PLAN #2	X	X	X		X	
C328	ENLARGED STORM SEWERT PLAN #3	X	X	X			
C329	PUMP STATION	X	X				
C330	STORM SEWER DETAILS	X	X				
L400	FENCING PLAN	X	X				
L401	FENCING DETAILS	X	X				
L402	FENCING DETAILS	X	X	X			
L403	HARDSCAPE DETAILS - PAVING	X	X	X	X	X	
L404	HARDSCAPE DETAILS - WALLS	X	X	X	X	X	
L405	HARDSCAPE DETAILS - SECTION LOCATIONS	X	X	X			
L406	HARDSCAPE DETAILS - SECTIONS	X	X	X			
L407	HARDSCAPE DETAILS - SECTIONS	X	X	X	X	X	
L408	HARDSCAPE DETAILS - SECTIONS	X	X	X	X	X	
L409	HARDSCAPE DETAILS - RAMPS & STAIRS	X	X				
L410	HARDSCAPE DETAILS - RAMPS & STAIRS	X	X	X	X	X	
L411	HARDSCAPE DETAILS - SIGNAGE & SITE FURNISHINGS	X	X	X			
L412	CIVIL DETAILS	X	X				
L413	CIVIL DETAILS	X	X				
R001	ICE RINK LEGEND AND SYMBOLS	X	X				
R100	ICE RINK SITE PIPING PLAN	X	X				
R101	ICE RINK MAIN FLOOR PLAN	X	X				
R200	REFRIGERATION ROOM PLAN	X	X				
R500	ICE RINK SECTIONS AND DETAILS	X	X				
R501	ICE RINK SECTIONS AND DETAILS	X	X				
R502	ICE RINK SECTIONS AND DETAILS	X	X				

3

SHEET #	SHEET DESCRIPTION	PERMITTING SET 04/18/2025	100% CONSTRUCTION DOCUMENTS 04/18/2025	ADDENDUM #1 06/06/2025	ADDENDUM #2 06/10/2025	ADDENDUM #3 06/13/2025	ADDENDUM #4 06/19/2025
R503	ICE RINK SECTIONS AND DETAILS	X	X				
R504	ICE RINK EQUIPMENT SCHEDULE	X	X				
R600	PRIMARY FLOW DIAGRAM	X	X				
DB100	ICE RINK DASHER BOARD PLAN	X	X		X		
DB500	ICE RINK DASHER BOARD DETAILS	X	X		X		
DB501	ICE RINK DASHER BOARD DETAILS	X	X		X		
SP100	SPLASH PAD PLAN	X	X	X		X	
SP200	SPLASH PAD MECHANICAL PLAN	X	X	X		X	
SP201	SPLASH PAD DETAILS	X	X	X		X	
SP300	FILTER AREA NOTES	X	X			X	
SP301	FILTER AREA PLAN	X	X			X	
SP302	FILTER AREA SECTIONS	X	X			X	
SP303	FILTER AREA SECTIONS	X	X			X	
SP305	SPLASH PAD EQUIPMENT DETAILS	X	X			X	
SPE101	SPLASH PAD ELECTRICAL PLAN	X	X				
SPE201	SPLASH PAD ELECTRICAL PLAN	X	X				
SPE301	SPLASH PAD ELECTRICAL PLAN	X	X				
A100	FLOOR PLAN & ROOF PLAN - BH	X	X				
A101	FLOOR PLAN - CC	X	X				
A200	ROOF PLAN - CC	X	X			X	
A300	EXTERIOR ELEVATIONS - BH	X	X				
A301	EXTERIOR ELEVATIONS - CC	X	X				
A400	BUILDING SECTIONS & WALL SECTIONS - BH	X	X				
A401	SECTION DETAILS - BH	X	X	X		X	
A402	BUILDING SECTIONS & WALL DETAILS - CC	X	X			X	
A600	DOOR SCHEDULE AND INFORMATION - BH	X	X				
A700	INTERIOR ELEVATIONS & CASEWORK DETAILS - BH	X	X				
A701	INTERIOR ELEVATIONS & CASEWORK DETAILS - BH	X	X				
A800	REFLECTED CEILING PLAN & FINISH PLAN - BH	X	X				
A801	REFLECTED CEILING PLAN - CC	X	X				
M001	MECHANICAL LEGEND AND ABBREVIATIONS	X	X				
M101	MECHANICAL HVAC PLAN	X	X				
M501	MECHANICAL DETAILS	X	X				
P101	SANITARY PIPING FIRST FLOOR PLAN	X	X				
P102	DOMESTIC WATER FIRST FLOOR PLAN	X	X				
PD101	EXISTING DEMOLITION PLUMBING PLAN	X	X				
S001	GENERAL NOTES	X	X				
S002	GENERAL NOTES	X	X				
S003	SPECIAL INSPECTIONS	X	X				
S101	BATH HOUSE - FOUNDATION PLAN	X	X				
S102	BATH HOUSE - ROOF FRAMING PLAN	X	X				
S103	INTERIOR CMU WALL - DEMO PLAN	X	X				
S104	COVERED COURT - FOUNDATION PLAN	X	X		X		
S105	COVERED COURT - FRAMING PLAN	X	X		X		
S201	FOUNDATION DETAILS	X	X				
S202	FOUNDATION DETAILS	X	X		X		
S301	FRAMING DETAILS	X	X				
S302	FRAMING DETAILS	X	X				
S401	MASONRY DETAILS	X	X				
L500	OVERALL LANDSCAPE PLAN	X	X				
L501	LANDSCAPE OVERSTORY PLAN	X	X				
L510	LANDSCAPE UNDERSTORY PLAN	X	X				
L511	LANDSCAPE UNDERSTORY PLAN	X	X				
L512	LANDSCAPE UNDERSTORY PLAN	X	X				
L590	LANDSCAPE DETAILS	X	X				
GE001	GENERAL ELECTRICAL INFORMATION	X	X				
ES001	ELECTRICAL SITE PLAN	X	X				
ES002	SYSTEMS SITE PLAN	X	X				
ES101	SITE PHOTOMETRICS PLAN	X	X				
ES102	SITE PHOTOMETRICS PLAN	X	X				
ES103	SITE PHOTOMETRICS PLAN	X	X				
E100	LIGHTING PLAN - BATH HOUSE	X	X				
E101	LIGHTING PLAN - COVERED COURT	X	X				
E200	POWER PLAN - BATH HOUSE	X	X				
E201	POWER PLAN - COVERED COURT	X	X			X	
E300	SYSTEMS PLAN - BATH HOUSE	X	X				
E301	SYSTEMS PLAN - COVERED COURT	X	X				
E600	DIAGRAMS	X	X				
E601	ELECTRICAL SCHEDULES	X	X				
E602	ELECTRICAL DETAILS	X	X				
E603	ELECTRICAL DETAILS	X	X				
E604	SYSTEMS DETAILS	X	X				

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Olsson - Landscape Architecture
Missouri COA #2005000285

STATE OF MISSOURI
BRANDON D MCBRIDE
NUMBER LA-2017009081
LANDSCAPE ARCHITECT
04.18.2025

REVISIONS

REV. NO.	DATE	DESCRIPTION
01	06/06/25	ADDENDUM #1
02	06/10/25	ADDENDUM #2
03	06/13/25	ADDENDUM #3

PROJECT SHEET - SHEET INDEX
100 % CONSTRUCTION DOCUMENTS

EWERT SPLASH PARK
846 MURPHY BLVD

JOPLIN, MISSOURI

2025

drawn by: LB
designed by: TG
project no.: 023-04621
date: 04.18.2025

SHEET
L002

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DATE: Jun 16, 2025 11:01am USER: tgoetzinger

SPECIFICATION INDEX:

SPEC #		SPECIFICATION DESCRIPTION		PERMITTING SET 04/18/2025	100% CONSTRUCTION DOCUMENTS 04/18/2025	ADDENDUM #1 06/06/2025	ADDENDUM #2 06/10/2025	ADDENDUM #3 06/13/2025	CITY COMMENTS 06/13/2025
017000		GENERAL REQUIREMENTS FOR SPRAY GROUNDS		X	X				
015813		TEMPORARY PROJECT SIGNAGE		X	X				
024100		DEMOLITION		X	X				
031000		CONCRETE FORMING AND ACCESSORIES		X	X				
032000		CONCRETE REINFORCING		X	X				
033000		CAST-IN-PLACE CONCRETE		X	X				
033000S		CAST-IN-PLACE CONCRETE-SITE		X	X				
033511		CONCRETE FLOOR FINISHES		X	X				
042200		CONCRETE UNIT MASONRY		X	X				
042616		ADHERED MASONRY VENEER		X	X				
044313.13		ANCHORED STONE MASONRY VENEER		X	X				
051200		STRUCTURAL STEEL FRAMING		X	X				
054000		COLD-FORMED METAL FRAMING		X	X				
057300		DECORATIVE METAL RAILINGS		X	X				
061010		NON-STRUCTURAL ROUGH CARPENTRY		X	X				
064100		ARCHITECTURAL WOOD CASEWORK		X	X				
070150.19		PREPARATION FOR RE-ROOFING		X	X				
071900		WATER REPELLENTS		X	X				
072100		THERMAL INSULATION		X	X				
072119		FOAMED-IN-PLACE INSULATION		X	X				
07 21 63		FLUID-APPLIED INSULATIVE COATING		X	X				
072400		EXTERIOR INSULATION AND FINISH SYSTEM		X	X				
072500		WEATHER BARRIERS		X	X				
074113		METAL ROOF PANELS		X	X				
074643		COMPOSITION SIDING		X	X				
076200		SHEET METAL FLASHING AND TRIM		X	X				
077100		ROOF SPECIALTIES		X	X				
077200		ROOF ACCESSORIES		X	X				
078400		FIRESTOPPING		X	X				
079200		JOINT SEALANTS		X	X				
081113		HOLLOW METAL DOOR AND FRAMES		X	X				
084313		ALUMINUM-FRAMED STOREFRONTS		X	X				
087100		DOOR HARDWARE		X	X				
088000		GLAZING		X	X				
090561		COMMON WORK RESULTS FOR FLOORING PREPARATION		X	X				
092116		GYPSUM BOARD ASSEMBLIES		X	X				
096500		RESILIENT FLOORING		X	X				
096566		RESILIENT ATHLETIC FLOORING		X	X				
096700		FLUID-APPLIED FLOORING		X	X				
099113		EXTERIOR PAINTING		X	X				
099123		INTERIOR PAINTING		X	X				
099610		SPECIAL COATING - CHEMICAL CONTAINMENT		X	X				
101423		PANEL SIGNAGE		X	X				
101446		CHEMICAL SIGNS FOR SPRAY GROUNDS		X	X				
102113.19		PLASTIC TOILET COMPARTMENTS				X			
102600		WALL AND DOOR PROTECTION		X	X				
102800		TOILET, BATH AND LAUNDRY ACCESSORIES		X	X				
104400		FIRE PROTECTION SPECIALTIES		X	X				
116623		GYMNASIUM EQUIPMENT		X	X				
116800		PLAYGROUND EQUIPMENT		X	X				
122400		WINDOW SHADES		X	X				
123600		COUNTERTOPS		X	X				
131114		WATERSTOP FOR SPRAY GROUNDS		X	X				
131115		CAST-IN-PLACE CONCRETE FOR SPRAY GROUNDS		X	X				
131163		MISC. METALS FOR SPRAY GROUNDS		X	X				
131165		ALT. TREAD METAL STAIRS		X	X				
131167		ACCESS HATCHES FOR SPRAY GROUNDS		X	X				
131172		FRP FABRICATIONS FOR POOLS		X	X				
131185		EQUIPMENT FOR SPRAY GROUNDS		X	X				
131187		CHEMICAL CONTROLLER FOR SPRAY GROUNDS		X	X				
131190		PIPING AND VALVES FOR SPRAY GROUNDS		X	X				
131192		PLUMBING SPECIALTIES FOR SPRAY GROUNDS		X	X				
131194		MECHANICAL IDENTIFICATIONS FOR SPRAY GROUNDS		X	X				
131420		WATER SPRAY FEATURES AND WATER PLAY STRUCTURES		X	X				
131430		WATER PLAY STRUCTURES		X	X				
131811		ICE RINK GENERAL REQUIREMENTS		X	X				
131812		ICE RINK REFRIGERATION SYSTEM		X	X				
131813		ICE RINK FLOOR SYSTEM		X	X				
131814		ICE RINK PIPING, VALVES AND ACCESSORIES		X	X				
131816		ICE RINK DASHER BOARD SYSTEM AND ACCESSORIES		X	X				
133419		METAL BUILDING SYSTEMS		X	X		X		
220010		BASIC MECHANICAL REQUIREMENTS FOR PLUMBING		X	X				
220500		COMMON WORK RESULTS FOR PLUMBING		X	X				
220523		GENERAL-DUTY VALVES FOR PLUMBING PIPING		X	X				
220529		HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT		X	X				
220553		IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT		X	X				
220719		PLUMBING PIPING INSULATION		X	X				
221116		DOMESTIC WATER PIPING		X	X				
221119		DOMESTIC WATER PIPING SPECIALTIES		X	X				
221316		SANITARY WASTE AND VENT PIPING		X	X				
221319		SANITARY WASTE PIPING SPECIALTIES		X	X				
221319.13		SANITARY DRAINS		X	X				
221429		SUMP PUMPS		X	X				
224200		COMMERICAL PLUMBING FIXTURES		X	X				
224700		DRINKING FOUNTAINS AND WATER COOLERS		X	X				
230010		BASIC MECHANICAL REQUIREMENTS FOR HVAC		X	X				
230500		COMMON WORK RESULTS FOR HVAC		X	X				

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SPEC #		SPECIFICATION DESCRIPTION		PERMITTING SET 04/18/2025	100% CONSTRUCTION DOCUMENTS 04/18/2025	ADDENDUM #1 06/06/2025	ADDENDUM #2 06/10/2025	ADDENDUM #3 06/13/2025	CITY COMMENTS 06/13/2025
230593		TESTING, ADJUSTING, AND BALANCING FOR HVAC		X	X				
230713		DUCT INSULATION		X	X				
232300		REFRIGERANT PIPING		X	X				
233113		METAL DUCTS		X	X				
233300		AIR DUCT ACCESSORIES		X	X				
233400		HVAC FANS		X	X				
233713.23		REGISTERS AND GRILLES		X	X				
238145		VARIABLE REFRIGERANT FLOW HEAT PUMPS		X	X				
238236		FINNED-TUBE RADIATION HEATERS		X	X				
238239.19		WALL AND CEILING UNIT HEATERS		X	X				
260100		BASIC ELECTRICAL REQUIREMENTS		X	X				
260150		BASIC ELECTRICAL MATERIALS AND METHODS		X	X				
260519		LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES		X	X				
260526		GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS		X	X				
260529		HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS		X	X				
260533		RACEWAYS AND BOXES FOR ELECTIRCAL SYSTEMS		X	X				
260543		UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL		X	X				
260544		SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING		X	X				
260553		IDENTIFICATION FOR ELECTRICAL SYSTEMS		X	X				
260923		LIGHTING CONTROL DEVICES		X	X				
260943.23		RELAY-BASED LIGHTING CONTROLS		X	X				
262413		SWITCHBOARDS		X	X				
262413.13		INTEGRATED POWER CENTER		X	X				
262416		PANELBOARDS		X	X				
262726		WIRING DEVICES		X	X				
262813		FUSES		X	X				
262923		VARIABLE-FREQUENCY MOTOR CONTROLLERS		X	X				
264313		SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS		X	X				
265119		LED INTERIOR LIGHTING		X	X				
265619		LED EXTERIOR LIGHITNG		X	X				
270500		BASIC COMMUNICATIONS SYSTEMS REQUIREMENTS		X	X				
270526		GROUNDING AND BONDING FOR COMMUNICATIONS		X	X				
270528		PATHWAYS FOR COMMUNICATIONS SYSTEMS		X	X				
271513		COMMUNICATIONS COPPER HORIZONTAL CABLING		X	X				
311000		SITE CLEARING		X	X				
312000		EARTH MOVING				X			
312319		DEWATERING		X	X				
312323		FILL AND BACKFILL FOR SPRAY GROUNDS		X	X				
313116		TERMITE CONTROL		X	X				
321216		ASPHALT		X	X				
321313		CONCRETE PAVING		X	X				
321373P		PAVEMENT JOINT SEALANT		X	X				
321813		SYNTHETIC TURF SYSTEM SURFACE		X	X				
321823		SYNTHETIC TURF SUBSURFACE AND DRAINAGE SYSTEM		X	X				
322579		SPORTS COURT SURFACING		X	X				
323119		ORNAMENTAL FENCE		X	X				
323300		SITE FURNISHINGS		X	X				
329200		TURF AND GRASSES		X	X				
329300		PLANTS		X	X				
331100		WATER UTILITY		X	X				
334100		STORM UTILITY DRAINAGE		X	X				
334610		SUBDRAINAGE FOR SPRAY GROUNDS		X	X				
337119		UNDERGROUND POWER LINES		X	X				

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Missouri COA #2005000285

STATE OF MISSOURI
BRANDON D. MCBRIDE
NUMBER LA-2017009681
LANDSCAPE ARCHITECT
04.18.2025

REVISIONS

REV. NO.	DATE	DESCRIPTION
01	06/05/25	ADDENDUM #1

PROJECT SHEET - SPECIFICATION INDEX
100 % CONSTRUCTION DOCUMENTS

EWERT SPLASH PARK
846 MURPHY BLVD

JOPLIN, MISSOURI

2025

drawn by: LB
designed by: TG
project no.: 023.04621
date: 04.18.2025

SHEET
L003

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DATE: Jun 10, 2025 10:42pm USER: tgoetzinger

ConsensusDocs 500

STANDARD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND CONSTRUCTION MANAGER (Where the CM is At-Risk)

TABLE OF ARTICLES

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6. TIME
7. COMPENSATION AND GUARANTEED MAXIMUM PRICE
8. COST OF THE WORK
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10. PAYMENT
11. INDEMNITY, INSURANCE, AND BONDS
12. SUSPENSION, NOTICE TO CURE, AND TERMINATION
13. DISPUTE MITIGATION AND RESOLUTION
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ARTICLE 1 AGREEMENT

Job Number: OLS-Ewert23-01

This Agreement is made this 29th day of July in the year 2024, by and between the

OWNER, City of Joplin, Missouri

and the

CONSTRUCTION MANAGER, Branco Enterprises, Inc.
12033 E Highway 86
Neosho, MO 64850

for construction and services in connection with the following

PROJECT City of Joplin, MO Ewert Splash park

Design Professional is Olsson Studio
1814 Main Street
Kansas City, MO 64108

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CONTENT SECURE ID: 1D1E044D-BC2A

ARTICLE 2 GENERAL PROVISIONS

2.1 PARTIES' RELATIONSHIP Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing, and perform in an economical and timely manner. The Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2.1.1 Construction Manager represents that it is an independent contractor and that it is familiar with the type of Work it is undertaking.

2.1.2 Neither Construction Manager nor any of its agents or employees shall act on behalf of or in the name of Owner except as provided in this Agreement unless authorized in writing by Owner's Representative.

2.2 ETHICS Each Party shall perform with integrity. Each shall: (a) avoid conflicts of interest, and (b) promptly disclose to the other Party any conflicts that may arise. Each Party warrants that it has not and shall not pay or receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, Subcontractors, Subsubcontractors, Suppliers, or Others to secure preferential treatment.

2.3 DESIGN PROFESSIONAL Owner, through its Design Professional, shall provide all architectural and engineering design services necessary for the completion of the Work excluding, however, (a) design services delegated to Construction Manager in accordance with §3.17, and (b) services within the construction means, methods, techniques, sequences, and procedures employed by Construction Manager, its Subcontractors, and Subsubcontractors in connection with their construction operations.

2.4 Owner shall obtain from Design Professional either a license for Construction Manager and Subcontractors to use the design documents prepared by Design Professional or ownership of the copyrights for such design documents, and shall indemnify and hold harmless Construction Manager against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents for the Project.

2.5 DEFINITIONS

2.5.1 "Agreement" means this ConsensusDocs 500 Standard Agreement and General Conditions Between Owner and Construction Manager, as modified, and exhibits and attachments made part of this agreement upon its execution.

2.5.1.1 The following attached exhibits are a part of this Agreement:

Exhibit A: See Article 15
Exhibit B: NOT USED
Exhibit C: Construction Manager at Risk (CMAR) Service Scope of Work
Exhibit D: Preliminary Design Schedule
Exhibit E: CMAR Proposal Form
Exhibit F: Proposal Matrix
Exhibit G: Branco Insurance Certificate

2.5.2 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

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2.5.3 A "Change Order" is a written order signed by the Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion, including substitutions proposed by Construction Manager and accepted by Owner.

2.5.4 The "Contract Documents" consist of (a) this Agreement; (b) documents listed in §15.1 as existing contract documents; (c) drawings, specifications, addenda issued and acknowledged before execution of this Agreement; (d) information furnished by Owner pursuant to §3.15.4, and (e) Change Orders, Interim Directives, and amendments issued in accordance with this Agreement.

2.5.5 "Contract Time" is the period between the Date of Commencement and the total time authorized to achieve Final Completion.

2.5.6 "Cost of the Work" means the costs and discounts specified in ARTICLE 8.

2.5.7 The "Construction Manager" is the person or entity identified in ARTICLE 1 and includes Construction Manager's Representative.

2.5.8 "Date of Commencement" is as set forth in §6.1.

2.5.9 "Day" means a calendar day.

2.5.10 "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.

2.5.11 "Design Professional" means the licensed architect or engineer, and its consultants, retained by Owner to perform design services for the Project.

2.5.12 "Final Completion" occurs on the date when Construction Manager's obligations under this Agreement are complete and accepted by Owner and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by the Parties.

2.5.13 "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

2.5.14 "Interim Directive" is a written order containing change to the Work directed by Owner pursuant to §9.2 and that is signed by Owner after execution of this Agreement and before Substantial Completion.

2.5.15 "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.

2.5.16 "Others" means Owner's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

2.5.17 "Overhead" means (a) payroll costs, burden, and other compensation of Construction Manager's employees in Construction Manager's principal and branch offices; (b) general and administrative expenses of Construction Manager's principal and branch offices including charges against Construction Manager for delinquent payments, and costs related to the correction of



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CONTENT SECURE ID: 1D1E044D-BC2A

defective work; and (c) Construction Manager's capital expenses, including interest on capital used for the Work.

2.5.18 "Owner" is the person or entity identified in ARTICLE 1.

2.5.19 The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

2.5.20 The "Parties" are collectively Owner and Construction Manager.

2.5.21 The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which Construction Manager is to perform Work under this Agreement. It may also include construction by Owner or Others.

2.5.22 The "Schedule of the Work" is the document prepared by Construction Manager that specifies the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner.

2.5.23 "Subcontractor" is a person or entity retained by Construction Manager as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

2.5.24 "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Owner may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond Construction Manager's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Parties.

2.5.25 A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

2.5.26 A "Supplier" is a person or entity retained by Construction Manager to provide material or equipment for the Work.

2.5.27 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.5.28 "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

2.5.29 "Worksite" means the area of the Project location as identified in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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CONTENT SECURE ID: 1D1E044D-BC2A

3.1 GENERAL RESPONSIBILITIES

3.1.1 Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents and reasonably inferable from the Contract Documents.

3.1.2 Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.

3.1.3 Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized. When following construction means, methods, techniques, sequences, or procedures instructed by the Contract Documents, Construction Manager is not liable to Owner for damages resulting from compliance with such instructions, unless (a) Construction Manager recognized and (b) failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in such requirements.

3.1.4 Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.

3.2 CONSTRUCTION PERSONNEL AND SUPERVISION

3.2.1 Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager, so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for Owner's review.

3.2.2 Construction Manager shall be responsible to Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.

3.2.3 Construction Manager shall permit only fit and skilled persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If Owner determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of Owner's written notice to do so.

3.2.4 CONSTRUCTION MANAGER'S REPRESENTATIVE Construction Manager's authorized representative is rob Lichtenberg. Construction Manager's Representative shall possess full authority to receive instructions from Owner and to act on those instructions. If Construction Manager changes its representative or their authority, Construction Manager shall immediately notify Owner in writing.

3.3 PRECONSTRUCTION SERVICES The Preconstruction Services under this section are included in Construction Manager's work.

3.3.1 PRELIMINARY EVALUATION Construction Manager shall provide a preliminary evaluation of Owner's Program and report such findings to Owner and Design Professional.

3.3.2 CONSULTATION Construction Manager shall schedule and attend regular meetings with Owner and Design Professional. Construction Manager shall consult with Owner and Design



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Professional regarding site use and improvements and the selection of materials, building systems, and equipment. Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.

3.3.3 SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, Construction Manager shall prepare a preliminary Schedule of the Work for Design Professional's review and Owner's approval. Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of Owner, Construction Manager, Design Professional, and the requirements of governmental entities. As design proceeds, Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, Construction Manager shall notify and make recommendations to Owner. If the Project is to be completed in phases, Construction Manager shall make recommendations to Owner and Design Professional regarding the phased issuance of the drawings and specifications.

3.3.4 ESTIMATES

3.3.4.1 When Owner has sufficiently identified Owner's Program and other Project requirements and Design Professional has prepared other basic design criteria, Construction Manager shall prepare, for the review of Design Professional and approval of Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.

3.3.4.2 When schematic or preliminary design documents have been completed by Design Professional and approved by Owner, Construction Manager shall prepare for the review of Design Professional and approval of Owner, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by The Parties.

3.3.4.3 When design development documents or documents of comparable detail have been completed by Design Professional and approved by Owner, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by Owner. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by the Parties.

3.3.4.4 If any estimate submitted to Owner exceeds previously approved estimates, Construction Manager shall notify and make recommendations to Owner.

3.3.5 CONSTRUCTION DOCUMENT REVIEW Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems that could impact Construction Manager's ability to perform the Work in an expeditious and economical manner. Construction Manager shall issue a report to Design Professional and Owner for their review and action as appropriate. In addition, Construction Manager shall promptly report to Owner and Design Professional any errors or omissions which it discovers in the drawings and specifications.



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3.3.6 TEMPORARY FACILITIES Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.

3.3.7 LONG-LEAD-TIME ITEMS Construction Manager shall recommend to Owner and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.

3.3.8 SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to Owner and Design Professional a list of possible subcontractors from whom proposals may be requested for each principal portion of the Work. Owner shall promptly reply in writing to Construction Manager if Owner or Design Professional know of any objection to a subcontractor. Owner may designate specific persons or entities from whom Construction Manager shall solicit bids.

3.3.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Construction Manager shall consult with Owner regarding equal employment opportunity and affirmative action programs.

3.3.10 CONSULTANTS Construction Manager shall assist Owner in selecting, retaining, and coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.

3.3.11 PERMITS Construction Manager shall assist Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.

3.3.12 OTHER PRECONSTRUCTION SERVICES Construction Manager shall provide such other preconstruction services as are agreed upon by the Parties and identified in an attached exhibit to this Agreement.

3.4 GUARANTEED MAXIMUM PRICE (GMP)

3.4.1 At such time as the Parties agree the drawings and specifications are sufficiently complete, Construction Manager shall prepare and submit to Owner in writing a GMP. The GMP proposal shall include the sum of the estimated cost of the Work, Construction Manager's Fee, the clarifications and assumptions upon which it is based, allowances, and reasonable contingencies, but shall not include compensation for Preconstruction Services. Construction Manager does not guarantee any specific line item provided as part of the GMP, but agrees that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with this Agreement.

3.4.2 BASIS OF GUARANTEED MAXIMUM PRICE Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

3.4.2.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP Proposal;

3.4.2.2 a list of allowances and a statement of their basis;

3.4.2.3 a list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the drawings and specifications;

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3.4.2.4 the Date of Substantial Completion or the Date of Final Completion upon which the proposed GMP is based, and the Schedule of Work upon which the Date of Substantial Completion or the Date of Final Completion is based;

3.4.2.5 a schedule of applicable alternate prices;

3.4.2.6 a schedule of applicable unit prices;

3.4.2.7 a statement of any work to be self-performed by Construction Manager.

3.4.3 Construction Manager shall meet with Owner and Design Professional to review the GMP. If Owner or Design Professional discovers any inconsistencies, inaccuracies, or omissions in the information presented, they shall promptly notify Construction Manager, who shall make appropriate adjustments to the GMP. Owner shall then give prompt written approval of the GMP.

3.4.4 Owner shall cause Design Professional to revise the drawings and specifications to the extent necessary to reflect the clarifications, assumptions, and allowances on which the GMP is based. Revised drawings and specifications shall be furnished to Construction Manager in accordance with the current Schedule of the Work, unless otherwise agreed by Owner, Construction Manager, and Design Professional. Construction Manager shall promptly notify Owner and Design Professional if the revised drawings and specifications are inconsistent with the GMP's clarifications, assumptions, and allowances.

3.4.5 If the Contract Documents are not complete at the time the GMP proposal is submitted to Owner, Construction Manager shall provide in the GMP for further development of the Contract Documents. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Document.

3.4.6 If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by Owner, then the GMP and its basis shall be set forth in Amendment 1.

3.4.7 Allowances shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Construction Manager's overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

3.4.8 FAILURE TO ACCEPT THE GMP PROPOSAL Unless Owner accepts the GMP Proposal in writing on or before the date specified in the GMP Proposal for such acceptance and so notifies Construction Manager, the GMP Proposal shall not be effective. If Owner fails to accept the GMP Proposal, or rejects the GMP Proposal, Owner shall have the right to:

3.4.8.1 suggest modifications to the GMP Proposal. If such modifications are accepted in writing by Construction Manager, the GMP Proposal shall be deemed accepted in accordance with §3.4.6;

3.4.8.2 direct Construction Manager to proceed on the basis of reimbursement as provided in ARTICLE 7 and ARTICLE 8 without a GMP, in which case all references in this Agreement to the GMP shall not be applicable; or

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3.4.8.3 terminate the Agreement for convenience in accordance with §12.4. In the absence of a GMP the Parties may establish a Date of Substantial Completion or a Date of Final Completion.

3.4.9 PRE-GMP WORK Before Owner's acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as Owner may specifically authorize in writing.

3.5 WORKMANSHIP

3.5.1 The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

3.6 COOPERATION WITH WORK OF OWNER AND OTHERS

3.6.1 Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, consequential damages, coordination, interference, cleanup, and safety that are substantively the same as the corresponding provisions of this Agreement.

3.6.2 If Owner elects to perform work at the Worksite directly or by Others, the Parties shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Construction Manager and assist with the coordination of activities and the review of construction schedules and operations. The GMP or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted in accordance with this Agreement, for changes resulting from the coordination of construction activities, and the Schedule of the Work shall be revised accordingly.

3.6.3 With regard to the work of Owner and Others, Construction Manager shall (a) proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or Others or cause the work of Owner or Others to become defective; (b) afford Owner or Others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and (c) coordinate Construction Manager's Work with theirs.

3.6.4 Before proceeding with any portion of the Work affected by the construction or operations of Owner or Others, Construction Manager shall give Owner prompt, written notification of any defects Construction Manager discovers in their work which will prevent the proper execution of the Work. Construction Manager's obligations in this subsection do not create a responsibility for the work of Owner or Others, but are for the purpose of facilitating the Work. If Construction Manager does not notify Owner of defects interfering with the performance of the Work, Construction Manager acknowledges that the work of Owner or Others is not defective and is acceptable for the proper execution of the Work. Following receipt of written notice from Construction Manager of defects, Owner shall promptly issue an Interim Directive informing Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.7 CONTRACT DOCUMENT REVIEW AND ADMINISTRATION



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3.7.1 Before commencing the Work, Construction Manager shall examine and compare the drawings and specifications with information furnished by Owner that are considered Contract Documents, relevant field measurements made by Construction Manager, and any visible conditions at the Worksite affecting the Work.

3.7.2 Should Construction Manager discover any errors, omissions, or inconsistencies in the Contract Documents, Construction Manager shall promptly report them to Owner. It is recognized, however, that Construction Manager is not acting in the capacity of a licensed design professional, and that Construction Manager's examination is to facilitate construction and does not create an affirmative responsibility to detect defects or to ascertain compliance with a Law. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defect.

3.7.3 Construction Manager shall have no liability for errors, omissions, or inconsistencies discovered under this section, unless Construction Manager knowingly fails to report a recognized problem to Owner.

3.7.4 Construction Manager may be entitled to additional costs or time because of clarifications or instructions growing out of Construction Manager's reports described in this §3.7.

3.7.5 Nothing in §3.7 shall relieve Construction Manager of responsibility for its own errors, inconsistencies, or omissions.

3.7.6 COST REPORTING Construction Manager shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Construction Manager shall maintain a complete set of all books and records prepared or used by Construction Manager with respect to the Project. Owner shall be afforded access to all of Construction Manager's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Construction Manager shall preserve all such records for a period of three years after the final payment or longer where required by Law.

3.7.6.1 Construction Manager agrees to use reasonable skill and judgment in the preparation of cost estimates and Schedule of the Work, but does not warrant or guarantee their accuracy.

3.8 MATERIALS FURNISHED BY OWNER OR OTHERS

3.8.1 If the Work includes installation of materials or equipment furnished by Owner or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Construction Manager of defects, Owner shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.

3.9 TESTS AND INSPECTIONS

3.9.1 Construction Manager shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Construction Manager shall give proper notice to all required Parties of such

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tests, approvals, and inspections. If feasible, Owner and Others may timely observe the tests at the normal place of testing. Except as provided in §3.9.3, Owner shall bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity retained by Owner. Unless otherwise required by the Contract Documents, required certificates of testing, approval, or inspection shall be secured by Construction Manager and promptly delivered to Owner.

3.9.2 If Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, Construction Manager shall arrange for the procedures and give timely notice to Owner and Others who may observe the procedures. Costs of the additional tests, inspections, or approvals are at Owner's expense except as provided in the subsection below.

3.9.3 If the procedures described in the two subsections immediately above indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of Construction Manager, Construction Manager shall be responsible for costs of correction and retesting.

3.10 WARRANTY

3.10.1 Construction Manager warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At Owner's request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others, or abuse. Construction Manager's warranty shall commence on the Date of Substantial Completion of the Work, or of a designated portion.

3.10.2 With respect to any portion of Work first performed after Substantial Completion, Construction Manager's warranty obligation shall be extended by the period of time between Substantial Completion and the actual performance of the later Work.

3.10.3 To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by Owner, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED

3.10.4 Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period referred to in the section immediately below. After that period Construction Manager shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

3.11 CORRECTION OF WORK WITHIN ONE YEAR

3.11.1 If before Substantial Completion or within one year after the date of Substantial Completion of the Work any Defective Work is found, Owner shall promptly notify Construction Manager in writing.



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Unless Owner provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period Owner discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, Owner waives Construction Manager's obligation to correct that Defective Work as well as Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.11.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall commence when that portion of the Work is substantially complete. Correction periods shall not be extended by corrective work performed by Construction Manager.

3.11.3 If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from Owner before final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to Owner.

3.11.4 Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, Owner discovers any Work which Owner considers Defective Work, Owner shall, unless the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from Owner and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if Owner intends to seek recovery of those costs from Construction Manager, Owner shall promptly provide Construction Manager with an accounting of the actual correction costs.

3.11.5 If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.

3.11.6 The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.

3.11.7 Before final payment, at Owner's option and with Construction Manager's agreement, Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.12 CORRECTION OF COVERED WORK

3.12.1 Upon issuance of an Interim Directive, Work that has been covered without a requirement that it be inspected before being covered may be uncovered for Owner's inspection. Owner shall pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents, or if the defective condition was caused by Owner or Others. If the uncovered Work proves to be defective, Construction Manager shall pay the costs of uncovering and replacement.



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3.12.2 If any Work is covered contrary to requirements in the Contract Documents, Owner may issue an Interim Directive to uncover the Work for Owner's observation and recover the Work all at Construction Manager's expense. In this circumstance the Work shall be replaced at Construction Manager's expense and with no adjustment to the Dates of Substantial or Final Completion.

3.13 SAFETY OF PERSONS AND PROPERTY

3.13.1 SAFETY PROGRAMS Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

3.13.2 CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to Owner, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to Owner.

3.13.3 Construction Manager shall provide Owner with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

3.13.4 If Owner deems any part of the Work or Worksite unsafe, Owner, without assuming responsibility for Construction Manager's safety program, may require by Interim Directive Construction Manager to stop performance of the Work, take corrective measures satisfactory to Owner, or both. If Construction Manager does not adopt corrective measures, Owner may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with Owner's reasonable request.

3.14 EMERGENCIES In an emergency affecting the safety of persons or property, Construction Manager shall act in a reasonable manner to prevent threatened damage, injury, or loss. If appropriate, an equitable adjustment in GMP or Date of Substantial Completion or Date of Final Completion shall be determined as provided for in ARTICLE 9.

3.15 HAZARDOUS MATERIALS

3.15.1 Construction Manager shall not be obligated to commence or continue Work until any Hazardous Material discovered at the Worksite has been removed, rendered or determined to be harmless by Owner as certified by an independent testing laboratory, and approved by the appropriate governmental agency.



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3.15.2 If after commencing the Work, Hazardous Material is discovered at the Worksite, Construction Manager shall be entitled to immediately stop Work in the affected area. Construction Manager shall promptly report the condition to Owner, Design Professional, and, if required, the governmental agency with jurisdiction.

3.15.3 Construction Manager shall not resume nor be required to continue any Work affected by any Hazardous Material without written mutual agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency with jurisdiction.

3.15.4 Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures shall be the sole responsibility of Owner, and shall be performed in a manner minimizing any adverse effect upon the Work.

3.15.5 If Construction Manager incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Construction Manager may be entitled to an equitable adjustment in the GMP or the Dates of Substantial or Final Completion in accordance with this Agreement.

3.15.6 To the extent permitted by §6.7 and to the extent not caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, Owner shall defend, indemnify, and hold harmless Construction Manager, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution procedure arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.15.7 MATERIALS BROUGHT TO THE WORKSITE

3.15.7.1 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by Construction Manager, Subcontractors, Owner or Others, shall be maintained at the Worksite by Construction Manager and made available to Owner, Subcontractors, and Others.

3.15.7.2 Construction Manager shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager in accordance with the Contract Documents and used or consumed in the performance of the Work. Upon the issuance of the Certificate of Substantial Completion, Owner shall be responsible for materials and substances brought to the Worksite by Construction Manager if such materials or substances are required by the Contract Documents.

3.15.7.3 To the extent permitted under §6.7 and to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, its agents, officers, directors, and employees, Construction Manager shall defend, indemnify, and hold harmless Owner, its agents, officers, directors, and employees, from and against claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs and expenses incurred in connection with any dispute resolution procedure, arising out of or relating to delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Construction Manager

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3.15.7.4 §3.15 shall survive the completion of the Work or Agreement termination.

3.16 SUBMITTALS

3.16.1 Construction Manager shall submit to Owner and Design Professional all shop drawings, samples, product data, and similar submittals required by the Contract Documents for review and approval. Submittals shall be submitted in electronic form if required in accordance with §4.6.1. Construction Manager shall be responsible for the accuracy and conformity of its submittals to the Contract Documents. At no additional cost, Construction Manager shall prepare and deliver its submittals in such time and sequence so as not to delay the performance of the Work or the work of Owner and Others. Construction Manager's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Construction Manager submittal shall not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Design Professional nor Owner shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Construction Manager. If the Contract Documents do not contain submittal requirements pertaining to the Work, Construction Manager agrees upon request to submit in a timely fashion to Design Professional and Owner for review any shop drawings, samples, product data, manufacturers' literature, or similar submittals as may reasonably be required by Owner.

3.16.2 Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay.

3.16.3 Construction Manager shall perform all Work strictly in accordance with approved submittals. Approval of shop drawings is not an authorization to perform changed work, unless the procedures of ARTICLE 9 are followed. Approval does not relieve Construction Manager from responsibility for Defective Work resulting from errors or omissions on the approved shop drawings.

3.16.4 Record copies of the following, incorporating field changes and selections made during construction, shall be maintained at the Worksite and available to Owner upon request: drawings, specifications, addenda and other modifications, and required submittals including product data, samples, and shop drawings.

3.16.5 Construction Manager shall prepare and submit to Owner

X Final marked-up as-built drawings;
[_____] Updated electronic data, in accordance with §4.6.1;
[_____] Other documentation required by the Contract Documents that specifies how various elements of the Work were actually constructed or installed.

3.17 DESIGN DELEGATION If the Contract Documents require Construction Manager to specify that Construction Manager is responsible for the design of a particular system or component to be incorporated into the Project, then Owner shall specify all required performance and design criteria. Construction Manager shall not be responsible for the adequacy of such performance and design criteria. As required by the Law, Construction Manager shall procure design services and certifications necessary to satisfactorily complete the Work from a licensed design professional. The signature and seal of Construction Manager's design professional shall appear on all drawings, calculations, specifications,

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certifications, shop drawings, and other submittals related to the Work designed or certified by Construction Manager's design professional.

3.18 WORKSITE CONDITIONS

3.18.1 WORKSITE VISIT Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

3.18.2 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Construction Manager shall stop affected Work after the condition is first observed and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Construction Manager is to proceed. Construction Manager shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services as a result of the condition, including any dispute about its existence or nature shall be determined as provided in ARTICLE 9.

3.19 PERMITS AND TAXES

3.19.1 Construction Manager shall give public authorities all notices required by law and, except for permits and fees that are the responsibility of Owner pursuant to §4.4, shall obtain and pay for all necessary building permits, utility fees, licenses, and renewals pertaining to the Work. Construction Manager shall provide to Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

3.19.2 Construction Manager shall pay applicable taxes for the Work provided by Construction Manager.

3.19.3 If, in accordance with Owner's direction, Construction Manager claims an exemption for taxes, Owner shall indemnify and hold Construction Manager harmless from any liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by Construction Manager as a result of any such claim.

3.20 CUTTING, FITTING, AND PATCHING

3.20.1 Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others.

3.20.2 Cutting, patching, or altering the work of Owner or Others shall be done with the prior written approval of Owner. Such approval shall not be unreasonably withheld.

3.21 CLEAN UP

3.21.1 Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus

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materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.21.2 If Construction Manager fails to commence compliance with cleanup duties within two (2) Business Days after written notification from Owner of non-compliance, Owner may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

3.22 ACCESS TO WORK Construction Manager shall facilitate the access of Owner, its Design Professional, and Others to Work in progress.

3.23 COMPLIANCE WITH LAWS Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if prior approval by appropriate authorities and Owner is received.

3.23.1 CHANGES IN THE LAW The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted in accordance with ARTICLE 9 for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.

3.24 CONFIDENTIALITY Construction Manager shall treat as confidential and not disclose to third persons, nor use for its own benefit ("Treat as Confidential"), any of Owner's confidential information, know-how, discoveries, production methods, and the like disclosed to Construction Manager or which Construction Manager may acquire in performing the Work. To the extent necessary to perform the Work, Construction Manager's confidentiality obligations do not apply to disclosures to Subcontractors, Subsubcontractors, and Suppliers. Owner shall Treat as Confidential information all of Construction Manager's estimating systems and historical and parameter cost data disclosed to Owner in performing the Work. Each Party shall specify and mark confidential items as "Confidential." Confidentiality obligations do not supersede compulsion by Law, a governmental agency or authority, an order of a court of competent jurisdiction, or a validly issued subpoena. In such event, a Party shall promptly notify the other Party to permit that Party's legal objection.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES Owner's responsibilities under this Article shall be fulfilled with reasonable detail and in a timely manner.

4.2 FINANCIAL INFORMATION Before commencement of the Work and thereafter at the written request of Construction Manager, Owner shall provide Construction Manager with evidence of Project financing. Evidence of such financing shall be a condition precedent to Construction Manager's commencing or continuing the Work. Construction Manager shall be notified before any material change in Project financing.

4.3 WORKSITE INFORMATION To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Construction Manager the following:

4.3.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface conditions, and environmental studies, reports, and investigations;



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4.3.2 tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or Law;

4.3.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and

4.3.4 any other information or services requested in writing by Construction Manager which are required for Construction Manager's performance of the Work and under Owner's control.

4.4 BUILDING PERMIT, FEES, AND APPROVALS Except for those permits and fees related to the Work which are the responsibility of Construction Manager pursuant to §3.19.1, Owner shall secure and pay for all other approvals, easements, assessments, and fees required for the development.

4.5 MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving Construction Manager's written request, Owner shall provide Construction Manager with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's real property interests in the Worksite and the record legal title.

4.6 CONTRACT DOCUMENTS Unless otherwise specified, Owner shall provide a reasonable number of hard copies of the Contract Documents to Construction Manager without cost.

4.6.1 ELECTRONIC DOCUMENTS If Owner requires that Owner, Design Professional, and Construction Manager exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Construction Manager shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum, which, at a minimum, shall specify: (a) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (b) management and coordination responsibilities; (c) necessary equipment, software, and services; (d) acceptable formats, transmission methods, and verification procedures; (e) methods for maintaining version control; (f) privacy and security requirements; and (g) storage and retrieval requirements. Except as otherwise agreed upon by the Parties in writing, each Party shall each bear its own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

4.7 OWNER'S REPRESENTATIVE Owner's Representative is Paul Bloomberg. Owner's Representative shall be fully acquainted with the Project, and shall have authority to bind Owner in all matters requiring Owner's approval, authorization, or written notice. If Owner changes its Representative or the Representative's authority, Owner shall immediately notify Construction Manager in writing.

4.8 OWNER'S CUTTING AND PATCHING Cutting, patching, or altering the Work by Owner or Others shall be done with the prior written approval of Construction Manager, which approval shall not be unreasonably withheld.

4.9 OWNER'S RIGHT TO CLEAN UP In case of a dispute between Construction Manager and Others with regard to respective responsibilities for cleanup at the Worksite, Owner may implement appropriate cleanup measures after two (2) Business Days' notice and allocate the cost among those responsible during the following pay period.

4.10 COST OF CORRECTING DAMAGED OR DESTROYED WORK With regard to damage or loss attributable to the acts or omissions of Owner or Others and not to Construction Manager, Owner may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept

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the damage or loss, or (c) issue an Interim Directive or Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement.

ARTICLE 5 SUBCONTRACTS

5.1 SUBCONTRACTORS Subcontracts shall be issued on a lump sum basis unless Owner has given prior written approval of a different method of payment to the Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Promptly after the execution of this Agreement, Construction Manager shall provide Owner, and, if directed, Design Professional with a written list of the proposed subcontractors and significant Suppliers. If Owner has a reasonable objection to any proposed subcontractor or material supplier, Owner shall notify Construction Manager in writing. Failure to promptly object shall constitute acceptance.

5.2.2 If Owner has reasonably and promptly objected, Construction Manager shall not contract with the proposed Subcontractor or Supplier, and Construction Manager shall propose another acceptable Subcontractor or Supplier to Owner. An appropriate Change Order shall reflect any increase or decrease in the GMP or Dates of Substantial or Final Completion because of the substitution.

5.3 BINDING OF SUBCONTRACTORS AND SUPPLIERS Construction Manager agrees to bind every Subcontractor and Supplier (and require every Subcontractor to so bind its subcontractors and significant suppliers) to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 If this Agreement is terminated, each subcontract and supply agreement shall be assigned by Construction Manager to Owner, subject to the prior rights of any surety, provided that: (a) this Agreement is terminated by Owner pursuant to §12.4 or §12.5; (b) Owner accepts such assignment after termination by notifying the Construction Manager and Subcontractor or Construction Manager and Supplier in writing; and (c) Owner assumes all rights and obligations of Construction Manager pursuant to each subcontract or supply agreement.

5.4.2 If Owner accepts such an assignment, and the Work has been suspended for more than thirty (30) consecutive Days, following termination, the Subcontractor's or Supplier's compensation shall be equitably adjusted as a result of the suspension.

ARTICLE 6 TIME

6.1 DATE OF COMMENCEMENT The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below: N/A.

6.1.1 SUBSTANTIAL/FINAL COMPLETION Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion shall be established in Amendment 1 to this Agreement subject to adjustments as provided for in the Contract Documents. Owner and Construction Manager may agree not to establish such dates, or in the alternative, to establish one but not the other of the two dates. If such dates are not established upon the execution of this

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Agreement, at such time as GMP is accepted a Date of Substantial Completion or Date of Final Completion of the Work shall be established in Amendment 1. If a GMP is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it shall be set forth in Amendment 1. The dates for Substantial and Final Completion are subject to adjustments as provided for in the Contract Documents.

6.1.2 Time is of the essence with regard to the obligations of the Contract Documents.

6.1.3 Unless instructed by Owner in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance.

6.2 SCHEDULE OF THE WORK

6.2.1 Before submitting its first application for payment, Construction Manager shall submit to Owner and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from Owner. Except as otherwise directed by Owner, Construction Manager shall comply with the approved Schedule of the Work. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work. Construction Manager shall update the Schedule of the Work on a monthly basis or as mutually agreed by the Parties.

6.2.2 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. Owner may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment under ARTICLE 9.

6.3 DELAYS AND EXTENSIONS OF TIME

6.3.1 If Construction Manager is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Construction Manager, Construction Manager shall be entitled to an equitable extension of the Date of Substantial Completion or Date of Final Completion. Examples of causes beyond the control of Construction Manager include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or Others; (b) changes in the Work or the sequencing of the Work ordered by Owner, or arising from decisions of Owner that impact the time of performance of the Work; (c) encountering Hazardous Materials, or concealed or unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner under §12.1; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Construction Manager; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) Terrorism; (j) epidemics; (k) adverse governmental actions; (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Construction Manager shall submit any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 9.

6.3.2 In addition, if Construction Manager incurs additional costs as a result of a delay that is caused by items (a) through (d) immediately above, Construction Manager shall be entitled to an equitable adjustment in the GMP subject to §6.7.



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6.3.3 NOTICE OF DELAYS If delays to the Work are encountered for any reason, Construction Manager shall provide prompt written notice to Owner of the cause of such delays after Construction Manager first recognizes the delay. The Parties each agree to take reasonable steps to mitigate the effect of such delays.

6.4 NOTICE OF DELAY CLAIMS If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay described in §6.3, Construction Manager shall give Owner written notice of the claim in accordance with §9.4. If Construction Manager causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs subject to §6.7. Owner shall process any such claim against Construction Manager in accordance with ARTICLE 9.

6.5 MONITORING PROGRESS AND COSTS Following acceptance by Owner of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager will provide written reports to Owner at intervals as agreed to by the Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

6.6 LIQUIDATED DAMAGES

6.6.1 SUBSTANTIAL COMPLETION Liquidated damages based on the Substantial Completion date of November 14, 2025 shall apply.

6.6.1.1 Owner will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. Construction Manager shall pay Owner Three Thousand dollars ($3,000.00) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date. These liquidated damages are in lieu of all liability for all extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining the Substantial Completion date.

6.6.2 FINAL COMPLETION Liquidated damages based on the Final Completion date December 1, 2025 shall apply.

6.6.2.1 Owner will suffer damages which are difficult to determine and accurately specify if the Final Completion date, as may be amended by subsequent Change Order, is not attained. Construction Manager shall pay Owner Three Thousand dollars dollars ($3,000.00) as liquidated damages and not as a penalty for each Day that Final Completion extends beyond the Final Completion date. These liquidated damages are in lieu of all liability for any extra costs, losses, expenses, claims, penalties, and any other damages of any nature incurred by Owner resulting from not attaining Final Completion date.

6.6.3 Other applicable liquidated damages shall be included as Agreement exhibit.

6.7 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in §6.6 and excluding losses covered by insurance required by the Contract Documents, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below.



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Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, loss of profits not related to this Project, loss of reputation, or insolvency. Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The following are excluded from this mutual waiver: N/A.

6.7.1 The Parties shall each require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 COMPENSATION AND GUARANTEED MAXIMUM PRICE

7.1 Owner shall compensate Construction Manager for Work performed on the following basis:

7.1.1 the Cost of the Work as allowed in ARTICLE 8; and

7.1.2 Construction Manager's Fee paid in proportion to the Work performed subject to adjustment as provided in §7.4.

7.2 The compensation to be paid shall be limited to the GMP established in Amendment 1, as the GMP may be adjusted under ARTICLE 9.

7.2.1 Payment for Work performed shall be as set forth in ARTICLE 10.

7.3 CONSTRUCTION MANAGER'S FEE Construction Manager's Fee shall be as follows, subject to adjustment as provided in §7.4: 2.5% of the total construction cost.

7.4 FEE ADJUSTMENTS:

7.4.1 Changes in the Work as provided in ARTICLE 9, shall adjust Construction Manager's Fee as follows: fee shall remain at 2.5% of the total construction cost.

7.4.2 except as provided for in §6.3, delays in the Work not caused by Construction Manager shall adjust Construction Manager's Fee to compensate for increased expenses as provided for in ARTICLE 9; and

7.4.3 managing the replacement of an insured or uninsured loss shall increase Construction Manager's fee in the same proportion that Construction Manager's Fee bears to the estimated Cost of the Work for the replacement.

7.5 PRECONSTRUCTION SERVICES COMPENSATION Construction Manager shall be compensated for Preconstruction Services as follows: Five Thousand Dollars ($5,000.00).

ARTICLE 8 COST OF THE WORK

8.1 Owner agrees to pay Construction Manager for the Cost of the Work as defined in this article. This payment shall be in addition to Construction Manager's Fee stipulated in §7.3.

8.2 COST ITEMS

8.2.1 Labor wages directly employed by Construction Manager in performing of the Work.



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8.2.2 Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

8.2.3 Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work pursuant to §8.2.1 and §8.2.2.

8.2.4 Reasonable transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.

8.2.4.1 General Conditions outlined by the attached matrix (Exhibit F) are established at Nineteen Thousand Five Hundred Dollars ($19,500.00) per month.

8.2.5 Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage, and handling.

8.2.6 Payments made by Construction Manager to Subcontractors for work performed under this Agreement.

8.2.7 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.

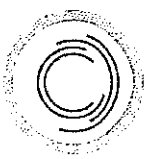
8.2.8 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Construction Manager or its affiliates, subsidiaries, or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.

8.2.9 Cost of the premiums for all insurance and surety bonds which Construction Manager is required to procure or deems necessary, and approved by Owner including any additional premium incurred as a result of any increase in the GMP.

8.2.10 Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.

8.2.11 Permits, fees, licenses, tests, royalties.

8.2.12 Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for a one-year period following the Date of Substantial Completion, provided that such losses, expenses, damages, or corrective work did not arise from Construction Manager's negligence.



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8.2.13 Costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office.

8.2.14 Water, power, and fuel costs necessary for the Work.

8.2.15 Cost of removal of all nonhazardous substances, debris, and waste materials.

8.2.16 Costs incurred due to an emergency affecting the safety of persons or property.

8.2.17 Legal, mediation, and arbitration fees and costs, other than those arising from disputes between Owner and Construction Manager, reasonably and properly resulting from Construction Manager's performance of the Work.

8.2.18 Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee as set forth in ARTICLE 7, which are reasonably inferable from the Contract Documents.

8.3 DISCOUNTS All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. To the extent payments are made with funds of Construction Manager, all cash discounts shall accrue to Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

ARTICLE 9 CHANGES

Changes in the Work that are within the general scope of this Agreement shall be accomplished, without invalidating this Agreement, by Change Order and Interim Directive.

9.1 CHANGE ORDER

9.1.1 Construction Manager may request or Owner may order changes in the Work or the timing or sequencing of the Work that impacts the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion and, if appropriate, the Compensation for Preconstruction Services. All such changes in the Work shall be formalized in a Change Order. Any such requests for changes in the Work shall be processed in accordance with this article.

9.1.2 For changes in the Work, the Parties shall negotiate an equitable adjustment to the GMP or the Date of Substantial Completion or Date of Final Completion in good faith and conclude negotiations as expeditiously as possible. Acceptance of the Change Order and any equitable adjustment in the GMP or Date of Substantial Completion or Date of Final Completion shall not be unreasonably withheld.

9.1.3 NO OBLIGATION TO PERFORM Construction Manager shall not be obligated to perform changes in the Work that impact the GMP or the estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion without a Change Order or Interim Directive.

9.2 INTERIM DIRECTIVES

9.2.1 Owner may issue an Interim Directive directing a change in the Work before reaching agreement with Construction Manager on the adjustment, if any, in the GMP, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, or directing Construction Manager



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to perform Work that Owner believes is not a change. If the Parties disagree that the Interim Directed work is within the scope of the Work, Construction Manager shall perform the disputed Work and furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.2.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the GMP or the Date of Substantial Completion or Date of Final Completion arising out of an Interim Directive. As the directed Work is performed, Construction Manager shall submit its costs for such Work with its application for payment beginning with the next application for payment within thirty (30) Days of the issuance of the Interim Directive. If there is a dispute as to the cost to Owner, Owner shall pay Construction Manager fifty percent (50%) of its actual (incurred or committed) cost to perform the Work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 13. Owner's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Work. Construction Manager's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work. Undisputed amounts may be included in applications for payment and shall be paid by Owner in accordance with this Agreement.

9.2.3 When the Parties agree upon the adjustments in the GMP or the Date of Substantial Completion or Date of Final Completion, for a change in the Work directed by an Interim Directive, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Interim Directives on which the Parties have reached agreement on GMP or the Date of Substantial Completion or Date of Final Completion issued since the last Change Order.

9.3 DETERMINATION OF COST

9.3.1 An increase or decrease in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from a change in the Work shall be determined by one or more of the following methods:

9.3.1.1 unit prices set forth in this Agreement or as subsequently agreed;

9.3.1.2 a mutually accepted, itemized lump sum;

9.3.1.3 Cost of the Work as defined by ARTICLE 8 and determined as a net savings from the change in the work; plus 2.5% for fee. Construction Manager's fee shall be added to any net increase in GMP. No Overhead and profit shall be applied to any net decrease in the GMP that is less than ten percent (10%). Overhead and profit shall be applied to any net decrease of the GMP that is ten percent (10%) or more.

9.3.1.4 If there is a net increase in the GMP, Construction Manager's Fee shall be adjusted accordingly. In case of a net decrease in the GMP, Construction Manager's Fee shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Construction Manager shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to either Party, such unit prices shall be equitably adjusted.



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9.3.3 If the Parties disagree as to whether work required by Owner is within the scope of the Work, Construction Manager shall furnish Owner with an estimate of the costs to perform the disputed work in accordance with Owner's interpretations.

9.4 CHANGES NOTICE Except as provided in §6.3.2 and §6.4 for any claim for an increase in the GMP or the Date of Substantial Completion or Date of Final Completion, Construction Manager shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Construction Manager first recognizes the condition giving rise to the claim, whichever is later. Owner's failure to so respond shall be deemed a denial of Construction Manager's claim. Except in an emergency, notice shall be given before proceeding with the Work. Thereafter, Construction Manager shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice, unless the Parties mutually agree upon a longer period of time. No later than fourteen (14) Days after receipt, Owner shall respond in writing denying or approving the claim. Owner's failure to so respond shall be deemed a denial of the claim. Any change in the GMP or the Date of Substantial Completion or Date of Final Completion resulting from such claim shall be authorized by Change Order.

9.5 INCIDENTAL CHANGES Owner may direct Construction Manager to perform incidental changes in the Work, upon concurrence with Construction Manager that such changes do not involve adjustments in the Contract Price or the Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. Owner shall initiate an incidental change in the Work by issuing a written order to Construction Manager. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 10 PAYMENT

10.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Construction Manager shall prepare and submit to Owner and Design Professional a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a value such that the total of all items shall equal the GMP.

10.2 PROGRESS PAYMENTS

10.2.1 APPLICATIONS Construction Manager shall submit to Owner and, if directed, Design Professional a monthly application for payment no later than the twenty fifth (25th) Day of the calendar month for the preceding calendar month. Construction Manager's applications for payment shall be itemized and supported by Construction Manager's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Applications for payment shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount otherwise due on any payment application, as certified by Design Professional, no later than fifteen (15) Days after accepting such application. Owner may deduct from any progress payment amounts that may be retained pursuant to §10.2.4.

10.2.2 STORED MATERIALS AND EQUIPMENT Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to Owner to establish the proper valuation of the stored materials and equipment,



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Owner's title to such materials and equipment, and to otherwise protect Owner's interests therein, including transportation to the Worksite.

10.2.3 LIEN WAIVERS AND LIENS

10.2.3.1 PARTIAL LIEN WAIVERS AND AFFIDAVITS If required by Owner, as a prerequisite for payment, Construction Manager shall provide a partial lien and claim waiver in the amount of the application for payment and affidavits from its Subcontractors and Suppliers for the completed Work. Such waivers shall be conditional upon payment. In no event shall Construction Manager be required to sign an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

10.2.3.2 RESPONSIBILITY FOR LIENS If Owner has made payments in the time required by this article, Construction Manager shall, within thirty (30) Days after filing, remove any liens filed against the premises or public improvement fund by any party or parties performing labor or services or supplying materials in connection with the Work. If Construction Manager fails to take such action on a lien, Owner may cause the lien to be removed at Construction Manager's expense, including bond costs and reasonable attorneys' fees. This subsection shall not apply if there is a dispute pursuant to ARTICLE 13 relating to the subject matter of the lien.

10.2.4 RETAINAGE From each progress payment made before Substantial Completion, Owner may retain five percent (5%), of the amount otherwise due after deduction of any amounts as provided in §10.3, provided such percentage doesn't exceed the Law. If Owner chooses to use this retainage provision:

10.2.4.1 after the Work is fifty percent (50%) complete, Owner shall withhold no additional retainage and shall pay Construction Manager the full amount due on account of subsequent progress payments;

10.2.4.2 Owner may, in its sole discretion, reduce the amount to be retained at any time;

10.2.4.3 Owner may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which Owner has accepted. In lieu of retainage, Construction Manager may furnish a retention bond or other security interest acceptable to Owner, to be held by Owner.

10.3 ADJUSTMENT OF CONSTRUCTION MANAGER'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Construction Manager is responsible under this Agreement:

10.3.1 Construction Manager's repeated failure to perform the Work as required by the Contract Documents;

10.3.2 except as accepted by the insurer providing builder's risk or other property insurance covering the Project, loss or damage arising out of or relating to this Agreement and caused by Construction Manager to Owner or others to whom Owner may be liable;

10.3.3 Construction Manager's failure to properly pay Subcontractors and Suppliers following receipt of such payment from Owner for that portion of the Work or for supplies, provided that Owner is making payments to Construction Manager in accordance with this Agreement;



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10.3.4 rejected or Defective Work not corrected in a timely fashion;

10.3.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion;

10.3.6 reasonable evidence demonstrating that the unpaid balance of the GMP is insufficient to fund the cost to complete the Work; and

10.3.7 uninsured third-party claims involving Construction Manager or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Construction Manager furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Construction Manager, at the time of disapproving or nullifying all or part of an application for payment, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Construction Manager in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

10.4 ACCEPTANCE OF WORK Neither Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

10.5 PAYMENT DELAY If for any reason not the fault of Construction Manager Construction Manager does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, then Construction Manager, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Construction Manager has been received, including interest for late payment. If Construction Manager incurs costs or is delayed resulting from shutdown, delay, and start-up, Construction Manager may seek an equitable adjustment in the GMP and Dates of Substantial or Final Completion may be equitably adjusted by a Change Order in accordance with ARTICLE 9.

10.6 SUBSTANTIAL COMPLETION

10.6.1 Construction Manager shall notify Owner and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. Owner, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by Owner without excessive interference in completing any remaining unfinished Work. If Owner determines that the Work or designated portion has not reached Substantial Completion, Owner, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so Owner may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly complete all items on the list.

10.6.2 When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to Owner and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

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10.6.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

10.6.4 Upon Owner's written acceptance of the Certificate of Substantial Completion, Owner shall pay to Construction Manager the remaining retainage held by Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe. Owner shall pay Construction Manager monthly the amount retained for unfinished items as each item is completed.

10.7 PARTIAL OCCUPANCY OR USE

10.7.1 Owner may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use. Owner shall not unreasonably refuse to accept partial occupancy.

10.8 FINAL COMPLETION AND FINAL PAYMENT

10.8.1 Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, Owner, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

10.8.2 When the Work is complete, Construction Manager shall prepare for Owner's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on Owner's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

10.8.3 Final payment of the balance of the GMP shall be made to Construction Manager within twenty (20) Days after Construction Manager has submitted an application for final payment, including submissions required under §10.8.4, and a Certificate of Final Completion has been executed by the Parties.

10.8.4 Final payment shall be due on Construction Manager's submission of the following to Owner:

10.8.4.1 an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;

10.8.4.2 as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

10.8.4.3 release of any liens, conditioned on final payment being received;

10.8.4.4 consent of any surety; and

10.8.4.5 any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.



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10.8.5 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager, Owner shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to Owner and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this §10.8.

10.8.6 OWNER RESERVATION OF CLAIMS Owner's claims not reserved in writing with final payment are waived, except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects.

10.8.7 ACCEPTANCE OF FINAL PAYMENT Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

10.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

ARTICLE 11 INDEMNITY, INSURANCE, AND BONDS

11.1 INDEMNITY

11.1.1 To the fullest extent permitted by law, Construction Manager shall indemnify and hold harmless Owner, Owner's officers, directors, members, consultants, agents, and employees, Design Professional, and Others (the "Indemnitees") from all claims for bodily injury and property damage, other than to the Work itself and other property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractors, Suppliers, Subsubcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Construction Manager shall be entitled to reimbursement of any defense costs paid above Construction Manager's percentage of liability for the underlying claim to the extent provided for by §11.1.2.

11.1.2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Construction Manager, its officers, directors, members, consultants, agents, and employees, Subcontractors, Suppliers, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by Owner, Design Professional, or Others, but only to the extent caused by the negligent or intentionally wrongful acts or omissions by Owner, Design Professional, or Others. Owner shall be entitled to reimbursement of any defense costs paid above Owner's percentage of liability for the underlying claim to the extent provided for by §11.1.1.

11.1.3 NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of Construction Manager, anyone directly or indirectly employed by Construction Manager, or anyone for whose acts Construction Manager may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Construction Manager under workers' compensation acts, disability benefit acts, or other employment benefit acts.



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11.2 INSURANCE

11.2.1 Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:

11.2.1.1 Employers' Liability Insurance
(a) $1,000,000 bodily injury by accident per accident.
(b) $1,000,000 bodily injury by disease policy limit.
(c) $1,000,000 bodily injury by disease per employee.

11.2.1.2 Business Automobile Liability Insurance $1,000,000 per accident.

11.2.1.3 Commercial General Liability Insurance
(a) $1,000,000 per occurrence.
(b) $2,000,000 general aggregate.
(c) $2,000,000 products/completed operations aggregate.
(d) $1,000,000 personal and advertising injury limit.

11.2.2 Employers' Liability, Business Automobile Liability, and CGL coverages required under §11.2.1 may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

11.2.3 Construction Manager shall maintain in effect all insurance coverage required under §11.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.

11.2.4 To the extent commercially available to Construction Manager from its current insurance company, insurance policies required under §11.2.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) thirty (30) Days before coverage is nonrenewed by the insurance company and (b) within ten (10) Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §11.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

11.3 PROPERTY INSURANCE

11.3.1 Unless otherwise directed in writing by Owner, before starting the Work, Construction Manager shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name



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Construction Manager, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and not exclude:

11.3.1.1 the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Construction Manager) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;

11.3.1.2 damage resulting from defective design, workmanship, or material;

11.3.1.3 coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Construction Manager's activities or operations at the Project;

11.3.1.4 equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;

11.3.1.5 testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and

11.3.1.6 physical loss resulting from Terrorism.

11.3.2 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 shall be responsible for the deductible amounts or coinsurance payments as a reimbursable expense no greater than $10,000. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Owner shall provide a copy of the property policy or policies obtained in compliance with this §11.3.

11.3.3 If Owner elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified in this §11.3, Owner shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this §11.3. Owner may then provide insurance to protect its interests and the interests of the Construction Manager, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

11.3.4 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance provided under §11.3.1, except such rights as they may have to the proceeds of the insurance. To the extent of the limits of Construction Manager's Commercial General Liability Insurance specified in §11.2.1 or N/A whichever is more, Construction Manager shall indemnify and hold harmless Owner against any and all liability, claims, demands,



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damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

11.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §11.3.1 until the Date of Final Completion.

11.3.6 POLLUTION LIABILITY INSURANCE Construction Manager ☐ is/ ☒ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered.

11.3.6.1 If applicable: in the following amounts: [_____] per occurrence, and shall apply for [_____] year(s) after Final Completion. The policy shall cover Construction Manager's liability during construction, removal, storage, encapsulation, transport and disposal of hazardous waste and contaminated soil, and asbestos abatement. The policy shall include coverage for on-site and off-site bodily injury and loss of damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials, or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water body, whether it be gradual or sudden and accidental. The policy shall not have exclusions for mold or asbestos.

11.4 ADDITIONAL GENERAL LIABILITY COVERAGE Owner ☒ shall/ ☐ shall not require Construction Manager to purchase and maintain additional liability coverage. If required, Construction Manager shall provide:

11.4.1 ☒ Additional Insured. Owner shall be named as an additional insured on Construction Manager's CGL specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

11.4.2 ☒ OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly or the costs may be reimbursed by Owner to Construction Manager by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the coverage. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

11.4.3 ROYALTIES, PATENTS, AND COPYRIGHTS Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or



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systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. Owner agrees to defend, indemnify, and hold Construction Manager harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems specified by Owner or Design Professional.

11.5 BONDS Performance and Payment Bonds ☒ are/ ☐ are not required of Construction Manager. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without a reasonable cause. The penal sum of the bonds shall each be one hundred percent (100%) of the GMP. Construction Manager shall endeavor to keep its surety advised of changes potentially impacting the GMP and Contract Time, though Construction Manager shall require that its surety waives any requirement to be notified of any alteration or extension of time.

ARTICLE 12 SUSPENSION, NOTICE TO CURE, AND TERMINATION

12.1 SUSPENSION BY OWNER FOR CONVENIENCE

12.1.1 OWNER SUSPENSION Should Owner order Construction Manager in writing to suspend, delay, or interrupt the performance of the Work for the convenience of Owner and not due to any act or omission of Construction Manager or any person or entity for whose acts or omissions Construction Manager may be liable, then Construction Manager shall immediately suspend, delay, or interrupt that portion of the Work for the time period ordered by Owner.

12.1.2 Any action taken by Owner that is permitted by any other provision of the Contract Documents and that results in a suspension of part or all of the Work does not constitute a suspension of Work under this section.

12.2 NOTICE TO CURE A DEFAULT If Construction Manager persistently fails to supply enough properly qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards a Law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Construction Manager may be deemed in default.

12.2.1 After receiving Owner's written notice, if Construction Manager fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Owner shall give Construction Manager a second notice to correct the default within three (3) Business Days after receipt. The second notice to Construction Manager, and if applicable, the surety, may include, that Owner intends to terminate this Agreement for default absent appropriate corrective action.

12.2.2 If Construction Manager fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing reasonable means; (c) withhold payment due to Construction Manager; and (d) as Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the

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default, and charge Construction Manager, the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

12.2.3 In the event of an emergency affecting the safety of persons or property, Owner may immediately commence and continue satisfactory correction of such default without first giving written notice to Construction Manager, but shall give Construction Manager prompt written notice.

12.3 OWNER'S RIGHT TO TERMINATE FOR DEFAULT

12.3.1 Upon expiration of the second notice to cure pursuant to §12.2, and absent appropriate corrective action, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available to Owner under §12.2. Termination for default is in addition to any other remedies available to Owner under §12.2. If Owner's costs arising out of Construction Manager's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid GMP, Construction Manager shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid GMP, Owner shall pay the difference to Construction Manager. If Owner exercises its rights under this section, upon the request of Construction Manager, Owner shall furnish to Construction Manager a detailed accounting of the costs incurred by Owner.

12.3.2 If Owner or Others perform work under this section, Owner shall have the right to take and use any materials and supplies for which Owner has paid and located at the Worksite for the purpose of completing any remaining Work. Owner or Others performing work under §12.3 shall also have the right to use construction tools and equipment belonging to the Construction Manager or its subcontractors and located on the Worksite for the purpose of completing the remaining Work but only after Construction Manager's written consent which shall not be unreasonably withheld. If Owner uses Construction Manager's construction tools and equipment in accordance with this subsection, then Owner shall indemnify and hold harmless Construction Manager and applicable Subcontractors and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with Owner's use of Construction Manager's or applicable subcontractor's construction tools and equipment. Immediately upon completion of the Work, any remaining materials, supplies, or equipment not consumed or incorporated in the Work shall be returned to Construction Manager in substantially the same condition as when they were taken, reasonable wear and tear excepted.

12.3.3 If Construction Manager files a petition under the Bankruptcy Code, this Agreement shall terminate if: (a) Construction Manager or Construction Manager's trustee rejects the Agreement; (b) a default occurred and Construction Manager is unable to give adequate assurance of required performance; or (c) Construction Manager is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

12.3.4 Owner shall make reasonable efforts to mitigate damages arising from Construction Manager's default, and shall promptly invoice Construction Manager for all amounts due pursuant to §12.2 and §12.3.

12.4 TERMINATION BY OWNER FOR CONVENIENCE

12.4.1 Upon Construction Manager's receipt of written notice from Owner, Owner may, without cause, terminate this Agreement. Construction Manager shall immediately stop the Work, follow Owner's instructions regarding shutdown and termination procedures, and strive to minimize any further costs.



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12.4.2 If Owner terminates this Agreement for convenience, Construction Manager shall be paid (a) for the Work performed to date including Overhead and profit; (b) for all demobilization costs and costs incurred resulting from termination, but not including Overhead or profit on Work not performed; and (c) reasonable attorneys' fees and costs related to termination; and (d) a premium as follows: N/A.

12.4.3 If Owner terminates this Agreement, Construction Manager shall:

12.4.3.1 execute and deliver to Owner all papers and take all action required to assign, transfer, and vest in Owner the rights of Construction Manager to all materials, supplies, and equipment for which payment has been or will be made in accordance with the Contract Documents and all subcontracts, orders, and commitments which have been made in accordance with the Contract Documents;

12.4.3.2 exert reasonable effort to reduce to a minimum Owner's liability for subcontracts, orders, and commitments that have not been fulfilled at the time of the termination;

12.4.3.3 cancel any subcontracts, orders, and commitments as Owner directs; and

12.4.3.4 sell at prices approved by Owner any materials, supplies, and equipment as Owner directs, with all proceeds paid or credited to Owner.

12.5 CONSTRUCTION MANAGER'S RIGHT TO TERMINATE

12.5.1 Seven (7) Days after Owner's receipt of written notice from Construction Manager, Construction Manager may terminate this Agreement if the Work has been stopped for a thirty (30) Day period through no fault of Construction Manager for any of the following reasons:

12.5.1.1 under court order or order of other governmental authorities having jurisdiction;

12.5.1.2 as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Construction Manager, materials are not available; or

12.5.1.3 suspension by Owner for convenience pursuant to §12.1.

12.5.2 In addition, upon seven (7) Days' written notice to Owner and an opportunity to cure within three (3) Days, Construction Manager may terminate this Agreement if Owner:

12.5.2.1 fails to furnish reasonable evidence pursuant to §4.2 that sufficient funds are available and committed for Project financing, or

12.5.2.2 assigns this Agreement over Construction Manager's reasonable objection, or

12.5.2.3 fails to pay Construction Manager in accordance with this Agreement and Construction Manager has stopped Work in compliance with §10.5, or

12.5.2.4 otherwise materially breaches this Agreement.

12.5.3 Upon termination by Construction Manager in accordance with this section, Construction Manager shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable Overhead and profit on Work not performed.



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12.6 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination, the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

ARTICLE 13 DISPUTE MITIGATION AND RESOLUTION

13.1 WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Construction Manager shall continue the Work and maintain the Schedule of the Work during any dispute mitigation or resolution proceedings. If Construction Manager continues to perform, Owner shall continue to make payments in accordance with this Agreement.

13.2 DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days from the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that a resolution could not be reached. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected below.

13.3 MITIGATION If the Parties select one of the dispute mitigation procedures provided in this section, disputes remaining unresolved after direct discussions shall be directed to the selected mitigation procedure. The dispute mitigation procedure shall result in a nonbinding finding on the matter, which may be introduced as evidence at a subsequent binding adjudication of the matter, as designated in §13.5. The Parties agree that the dispute mitigation procedure shall be:

☒ Project Neutral ("Neutral")
☐ Dispute Review Board (DRB).

13.3.1 MITIGATION PROCEDURES As soon as practicable after the execution of this Agreement, the Neutral or DRB shall be mutually selected and appointed by the Parties and shall execute a retainer agreement with the Parties establishing the scope of responsibilities, including requirements for nonbinding findings. Costs and expenses of the Neutral or DRB shall be shared equally by the Parties. A Neutral or DRB shall be available to either Party, upon request, throughout the course of the Project, and shall make regular visits to the Project so as to maintain an up-to-date understanding of the Project progress and issues and to enable the Neutral or DRB to address matters in dispute between the Parties promptly and knowledgeably.

13.3.2 If the matter remains unresolved following the issuance of the nonbinding findings or such findings are not made within five (5) Business Days of the referral, the Parties shall submit the matter to the binding dispute resolution procedure designated in §13.5.

13.3.3 If the Parties agree to use a DRB, then the dispute mitigation procedures and time requirements in §13.3.1 and §13.3.2. shall be governed by the specifications and agreement applicable to that DRB.

13.4 MEDIATION If direct discussions pursuant to §13.2 do not result in resolution of the matter and no dispute mitigation procedure is selected under §13.3, the Parties shall endeavor to resolve the matter by

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mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) Business Days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and mediator. The costs of the mediation shall be shared equally by the Parties.

13.5 BINDING DISPUTE RESOLUTION If the matter is unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

☐ Arbitration using:

☐ the current Construction Industry Arbitration Rules of the AAA and administered by the AAA;
☐ the current JAMS Engineering and Construction Arbitration Rules and Procedures and administered by JAMS; or
☐ the current arbitration rules of [_____] and administered by [_____].

Unless the Parties mutually agree otherwise in writing, if arbitration is selected as the binding dispute resolution procedure and this Agreement does not specify the arbitration rules to be utilized, then the arbitration shall be conducted using the current Construction Industry Arbitration Rules of the AAA and the arbitration shall be administered by the AAA.

☒ Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

13.6 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

13.7 VENUE To the extent permitted by Law, the venue of any binding dispute resolution procedure shall be the location of the Project.

13.8 MULTIPARTY PROCEEDING All parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution procedures.

13.9 LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by Construction Manager which Construction Manager may have under lien laws.

ARTICLE 14 MISCELLANEOUS

14.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

14.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement

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shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party shall assign the Agreement as a whole without written consent of the other except that Owner may assign the Agreement to a wholly owned subsidiary of Owner when Owner has fully indemnified Construction Manager or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to Construction Manager than this Agreement. If such assignment occurs, Construction Manager shall execute any consent reasonably required. In such event, the wholly owned subsidiary or lender shall assume Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under this Agreement, unless otherwise agreed by the other Party.

14.3 GOVERNING LAW & VENUE Missouri law shall govern this Agreement. Venue for any dispute that results in litigation shall lie exclusively in the Circuit Court of Jasper County, Missouri.

14.4 SEVERABILITY The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

14.5 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

14.6 NO WAIVER OF PERFORMANCE Either Party's failure to insist upon any of its rights, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.

14.7 TITLES The titles given to the articles are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.8 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

ARTICLE 15 CONTRACT DOCUMENTS

15.1 EXISITING CONTRACT DOCUMENTS The Contract Documents in existence at the time of execution of this Agreement are as follows:

(a) Other: Conceptual Plans
(b) Exhibit A: Existing Conditions - Aerial

15.2 INTERPRETATION OF CONTRACT DOCUMENTS

15.2.1 The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both.

15.2.2 In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to Owner for clarification. Subject to an equitable adjustment in the



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GMP, Dates of Substantial or Final Completion pursuant to ARTICLE 9 or a dispute mitigation and resolution, Owner's clarifications are final and binding.

15.2.3 Where figures are given, they shall be preferred to scaled dimensions.

15.2.4 Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

15.2.5 ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement; (b) the Agreement; (c) subject to §15.2.2 the drawings, specifications, and addenda issued before the execution of this Agreement; (d) approved submittals; (e) information furnished by Owner pursuant to §3.15.4 or designated as a Contract Document in §15.1; (f) other Contract Documents listed in this Agreement.

OWNER: City of Joplin, Missouri

BY: _____ NAME: Nicholas Edwards TITLE: City Manager

WITNESS: _____ NAME: _____ TITLE: _____

CONSTRUCT MANAGER: Branco Enterprises, Inc.

BY: _____ 8/23/2024 NAME: Justin Branham TITLE: President

WITNESS: _____ NAME: _____ TITLE: _____

END OF DOCUMENT.

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COUNCIL BILL NO. 2025-615 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Branco Enterprises, Inc. in the amount of Eight Million Nine Hundred and Thirty-Five Thousand Three Hundred and Sixty-Five Dollars ($8,935,365) for construction of the Ewert Splash Park project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

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

Section 1. That Branco Enterprises, Inc. has submitted their Guaranteed Maximum Price for the purpose of constructing the Ewert Splash Park project in the amount of Eight Million Nine Hundred and Thirty-Five Thousand Three Hundred and Sixty-Five Dollars ($8,935,365), a true and accurate copy of said proposal being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

Section 3. That this Ordinance shall become effective on October 7, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of

_____, 2025, by a _____ vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney