JOPLIN CITY COUNCIL
AMENDED REGULAR MEETING AGENDA
MONDAY, NOVEMBER 6, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Presentation From The Joplin Civil Air Patrol Squadron

   2. Kiwanis International Key Club Proclamation

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. RESOLUTION NO. 2023-019
      A RESOLUTION granting a Special Use Permit (3rd and Final Request) for the operation of a Home Beauty Salon, located at 2337 E Zora St in the City of Joplin, Jasper County, Missouri.

      Documents:

      RS2023-019SUMMARY.PDF
      RS2023-019REPORT.PDF

RS2023-019APP.PDF
RS2023-019MINUTES.PDF
RS2023-019MAP.PDF
RS2023-019.PDF

3. COUNCIL BILL NO. 2023-287
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) to District R-2 (Two-Family Residential) property as described below and located 1802 S Connecticut Ave.

Documents:

CB2023-287SUMMARY.PDF
2023-287REPORT.PDF
2023-287APP.PDF
2023-287MINUTES.PDF
2023-287MAP.PDF
CB2023-287.PDF

4. COUNCIL BILL NO. 2023-288
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) to District R-2 (Two-Family Residential) property as described below and located at 1221 N Brownell Ave.

Documents:

CB2023-288SUMMARY.PDF
2023-288REPORT.PDF
2023-288APP.PDF
2023-288MINUTES.PDF
2023-288MAP.PDF
CB2023-288.PDF

5. COUNCIL BILL NO. 2023-290
AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on the existing building and improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 8125 E. 26th St, Joplin, MO and owned by Aesir Technologies, LLC and containing an emergency clause.

Documents:

CB 2023-290 SUMMARY (002).PDF
AESIR TAX ABATEMENT PPT (002).PDF
8125 E 26_MAP.PDF
EXHIBIT A - LEGAL 8125 E 26TH JOPLIN MO NEI.PDF
EXHIBIT B_AESIR TAX ABATEMENT.PDF
CB 2023-290.PDF

8. Consent Agenda

1. Minutes Of The October 16, 2023, City Council Meeting

Documents:

OCT 16, 2023 MINUTES.PDF

2. COUNCIL BILL NO. 2023-286
AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing Articles XII & XIII and enacting a new Article XII, Property Maintenance Code, and setting a date when this ordinance shall become effective.

Documents:

CB 2023-286.PDF

3. COUNCIL BILL NO. 2023-607
AN ORDINANCE approving a Contract by and between the City of Joplin and Olsson Studio, in the amount of Eight Hundred and Twenty-Eight Thousand Dollars ($828,000) for Professional Engineering Consulting Services to include a scope of work and fees for engineering services of the Ewert Splash Park Project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

Documents:

CB2023-607.PDF

9. Resolutions

1. RESOLUTION NO. 2023-020
A RESOLUTION approving a request for the reappointment of the slate of Board of Directors for the 510 Rangeline Community Improvement District.

Documents:

RESOLUTION 2023-020 SUMMARY 510 RANGELINE CID BOARD APPOINTMENTS.PDF
RESOLUTION 2023-020 CID BOARD APPOINTMENTS 510 RANGELINE.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO.2023-155
AN ORDINANCE approving an amendment (Change Order No. 1) to the construction agreement with McClanahan Construction Co., Inc. in the amount of One Hundred Sixty-Seven Thousand Seven Hundred and Two and 00/100 Dollars ($167,702.00) for Turkey Creek WWTF Building Addition and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2023-155 SUMMARY SHEET TCWWTF ROOF REPAIR.PDF
CB2023-155 COUNCIL BILL TCWWTF ROOF REPAIR.PDF
CB2023-155 TURKEY CREEK WWTF ROOF REPAIR CO1.PDF
CB2023-155 TURKEY CREEK WWTF ROOF REPAIR EXHIBIT MAP.PDF

2. COUNCIL BILL NO.2023-156
AN ORDINANCE approving an amendment (Change Order No. 1) to the construction agreement with Rosetta Construction, LLC in the amount of Four Hundred Seventy-Five Thousand Five Hundred Six and 50/100 Dollars, ($475,506.50) for the Bakers Branch East Wastewater Extension Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2023-156 SUMMARY SHEET BAKERS BRANCH EAST CO1.PDF
CB2023-156 COUNCIL BILL BAKERS BRANCH EAST CO1.PDF
CB2023-156 BAKERS BRANCH EAST CHANGE ORDER NO. 1 (10-19-23).PDF
CB2023-156 EXHIBIT MAP BAKERS BRANCH EAST CO1.PDF

3. COUNCIL BILL NO. 2023-290
AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on the existing building and improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 8125 E. 26th St, Joplin, MO and owned by Aesir Technologies, LLC and containing an emergency clause.

Documents:

CB 2023-290 SUMMARY (002).PDF
AESIR TAX ABATEMENT PPT (002).PDF
8125 E 26_MAP.PDF
EXHIBIT A - LEGAL 8125 E 26TH JOPLIN MO NEI.PDF
EXHIBIT B_AESIR TAX ABATEMENT.PDF
CB 2023-290.PDF

4. COUNCIL BILL NO. 2023-525
AN ORDINANCE approving a Contract by and between the City of Joplin and Berkley to provide stop loss coverage for the City's health self-insurance coverage 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 containing an emergency clause.

Documents:

CB 2023-525 SUMMARY HEALTH INSURANCE STOP LOSS CONTRACT.PDF
CB 2023-525 ORDINANCE HEALTH INSURANCE STOP LOSS CONTRACT AGREEMENT.PDF

CONTRACT AGREEMENT.PDF
CB 2023-525 EXHIBIT A STOP LOSS AGREEMENT.PDF

5. COUNCIL BILL NO. 2023-530
AN ORDINANCE approving the First Amendment to Amended and Restated Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC; authorizing the City Manager and the Mayor to execute said First Amendment on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2023-530 SUMMARY FIRST AMENDMENT TO AMENDED AND RESTATED 32ND STREET COOPERATIVE AGREEMENT.PDF
CB 2023-530 ORDINANCE APPROVING FIRST AMENDMENT TO AMENDED AND RESTATED COOPERATIVE AGREEMENT.PDF
CB 2023-530 EXHIBIT A FIRST AMENDMENT TO AMENDED AND RESTATED COOPERATIVE AGREEMENT.PDF
CB 2023-530 EXHIBIT B TRACT C STORMWATER EASEMENT.PDF

6. COUNCIL BILL NO. 2023-531
AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan, establishing the annual salary of Part-Time/Seasonal positions for Fiscal Year 2023-2024; and, containing an emergency clause.

Documents:

CB 2023-531 SUMMARY NEW SALARY ADMINISTRATION PLAN EFFECTIVE NOVEMBER 1 2023.PDF
CB 2023-531 ORDINANCE ADOPTING NEW STEP PAY PLAN.PDF
CB 2023-531 EXHIBIT B SALARY ADMINISTRATION PLAN FOR PART-TIME SEASONALS EFFECTIVE NOVEMBER 1 2023.PDF

7. COUNCIL BILL NO. 2023-608
AN ORDINANCE approving a Purchase Order to be issued to Superion, LLC. to cover the annual support payment for the financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Council Bill 2023-519 on October 16, 2023; and containing an emergency clause.

Documents:

2023-608 SUMMARY SHEET.PDF
CB2023-608 COJ SUPERION LLC AGREEMENT FOR IT SERVICES.PDF
SUPERION_OSSI_2024.PDF
SUPERION_PA_2024.PDF

8. COUNCIL BILL NO. 2023-609
AN ORDINANCE approving an Agreement allowing Paradise Advertising & Marketing, Inc., a Florida Corporation, to serve as the Print and Digital Media Buyer for the Joplin Convention & Visitors Bureau, authorizing the City Manager to execute appropriate agreements with each organization for the

utilization of such funds and containing an emergency clause.

Documents:

CB2023-609 ORDINANCE.PDF
CB2023-609 SUMMARY.PDF
COJ - PARADISE ADVERTISING AND MARKETING INC. - CONSULTING AGREEMENT - PRINT AND DIGITAL MEDIA BUYER - 2024-2026 101223.PDF
BID FORM 2023-RFP-05 MEDIA BUYER.PDF
2023-RFP-05 CVB PRINT DIGITAL MEDIA BUYER.PDF
SCORE SHEET 2023-RFP-05.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2023-289
AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades 2nd Addition located at 3330 N St Louis Ave, in the City of Joplin, Jasper County, Missouri

Documents:

CB2023-289SUMMARY.PDF
2023-289REPORT.PDF
2023-289APP.PDF
2023-289APP2FINALPLAT.PDF
2023-289MINUTES.PDF
2023-289MAP.PDF
CB2023-289.PDF

2. COUNCIL BILL NO. 2023-611
AN ORDINANCE authorizing the City of Joplin to issue a purchase order to Sign Designs in the amount One Hundred Twenty-One Thousand Nine Hundred Sixty-Seven Dollars and No Cents ($121,967.00) for the installation of six (6) Park Entryway Signs, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.

Documents:

SUMMARY OF PARK BEAUTIFICATION - SIX (6) PARK ENTRYWAY SIGNS.PDF
COUNCIL BILL NO. 2023-611.PDF
2023-RFP-09 PARKWAY ENTRY SIGNS.PDF
PARK BEAUTIFICATION-SIX(6) PARK ENTRYWAY SIGNS BID.PDF

12. Ordinances - Second Reading And Third Reading

1. COUNCIL BILL NO. 2023-527
AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement with Downtown Joplin Alliance for the purpose of protecting, rehabilitating, and redeveloping endangered properties within downtown

rehabilitating, and redeveloping endangered properties within downtown Joplin; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Documents:

CB2023-527.PDF

13. **Unfinished Business**

14. **New Business**

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

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 2:55 PM on this 2nd day of November 2023 (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:
RS 2023-019 – Special Use Permit

MEETING DATE:
November 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 043-23: 2337 E Zora St - Special Use Permit – A request for a permanent Special Use Permit to operate a beauty salon (3rd request) – Raph Replogle/Alexah Patrick

BACKGROUND:
The applicant is making their third and final request for a special use permit to operate a home beauty parlor. The applicant's grandmother previously owned the property and operated a beauty parlor with a special use permit for several years.

The applicant has held a special use permit at this property for 4 years. The initial permit was applied for in 2019 and valid through 2021 and renewed in 2021. This request is for a permanent special use permit. City staff has not received complaints from any of the neighbors in the time the applicant has operated.

The single-family home has one room that is used for the beauty parlor. It is part of the garage. There is one barber chair, so the number of customers is limited. The applicant operates Monday through Friday 9 a.m. to 5 p.m. The impact that this has on the neighborhood is minimal.

PLANNING & ZONING COMMISSION TESTIMONY:
Alexah Patrick represented her case. Ms. Patrick stated her grandmother had previously operated the beauty salon when the property belonged to her. Ms. Patrick stated she is wanting to follow in her grandmother's footsteps and continue the business. Ms. Phillips asked if the permit goes with the person or with the property. Mr. Bellairs stated that the Special Use Permit is granted to the owner of the property. Ms. Patrick's grandmother, the previous owner of the property, had a special use permit to operate. This would be the final request under the new ownership.

PUBLIC COMMENT;
There was no comment in favor or in opposition to this case.

RECOMMENDATIONS:
Planning & Zoning Commission recommends approval for Case 043-23 (7 in Favor, 0 Opposed)

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

Z&P Meeting: October 9, 2023
City Council Meeting: November 6, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Special Use Permit

CASE 043-23 A request for a Special Use Permit (3rd Request) for the operation of a home beauty salon.

LOCATION 2337 E Zora St. Joplin, MO 64801

APPLICANT Alexah Patrick

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1 Single-family	Single-family Residential	Approximately 1.75 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-family Residential	Single-family Residential	Single-family Residential	Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E. Zora St.	Arterial	85′

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No.

UTILITIES Utilities do not need to be extended to the property.

FLOOD PLAIN N/A

STAFF ANALYSIS

IS DEEMED NECESSARY FOR THE PUBLIC CONVENIENCE AT THAT LOCATION.

The application is located in the appropriate zoning district to apply for this special use.

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

The proposed use will be required to continue following the conditions set forth in the 2 previously granted special use permits and the requirements for home occupations in Article 4 of the Zoning Code.

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

Residential Home Occupations (like beauty salons) are compatible with single-family neighborhoods as long as they comply with the home occupation and special use permit conditions.

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

No alterations of the single-family home that change the residential character are permitted.

OFF-STREET PARKING AND LOADING AREAS WILL BE PROVIDED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN THE ZONING REGULATIONS AND SUCH AREAS WILL BE SCREENED FROM ADJOINING RESIDENTIAL USES AND LOCATED SO AS TO PROTECT SUCH RESIDENTIAL USE FROM ANY INJUIOUS EFFECT.

This property has provided two (2) off-street parking spaces as required by the conditions in the special use permit. This is in addition to the two (2) off-street parking spaces already provided for a single-family dwelling.

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

Utilities are presently in place. Drainage is handled via curb and gutter running parallel to the street. No alterations to the site are planned that would increase impervious area or stormwater runoff.

DISCUSSION

The applicant is making their third and final request for a special use permit to operate a home beauty parlor. The applicant's grandmother previously owned the property and operated a beauty parlor with a special use permit for several years.

The applicant has held a special use permit at this property for 4 years. The initial permit was applied for in 2019 and valid through 2021 and renewed in 2021. This request is for a permanent special use permit. City staff has not received complaints from any of the neighbors in the time the applicant has operated.

The single-family home has one room that is used for the beauty parlor. It is part of the garage. There is one barber chair, so the number of customers is limited. The applicant operates Monday through Friday 9 a.m. to 5 p.m. The impact that this has on the neighborhood is minimal.

CONDITIONS

1. This Special Use Permit is issued to Alexah Patrick for the operation of a home beauty parlor at 2337 W. Zora Avenue.
2. The term of this permit shall be permanent.
3. There shall be no more than one (1) hair-dressing chair in the residence.
4. There shall be no other assistants.
5. Off-street parking for two (2) vehicles shall be provided.
6. The house of operation shall be restricted to 9:00 a.m. to 5:00 p.m. Monday through Friday.
7. Customers will be taken by appointment only.
8. Signs shall be limited to one non-illuminated sign not more than one (1) by (2) feet set at least ten (10) feet north of the south property line and not more than six (6) feet above grade.
9. Compliance with all provisions of Code of State Regulations, Title 20 – Department of Insurance, Financial Institutions, and Professional Registration, Division 2085 – Board of Cosmetology and Barber Examiners, Division 2090 – State Board of Cosmetology.
10. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
11. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
12. Any other conditions set by the City Council of Joplin.

ENCLOSURES

- Applicant Materials
- Map

Special Use Permit Application

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

Office Use Only
Case No.: 043-23
Filing Fee: $550.00
Received: 8/21/23
Date Advertised:
Proj. No.: 23-206
Public Hearing Date: 10/9/23

Applicant: Alexah Replogle Patrick Phone No.: 417-438-1541

Address: 2337 E Zora Email: alexahpatrick@outlook.com

Owner: Raph Replogle Phone No.: 417-313-2289

Address: 6772 North Main St. Rd. Webb City MO 64870 Email: replogles1@mchsi.com

Location of Property: 2337 E. Zora

Present Use of Property: Lot 3, TC Helm Subdivision being a part of the SW corner of Section 25, Township 28, Range 33

Proposed Use of Property: residential

Current Zoning: R-1 (Single-Family Residential) Acreage: 1.75 Acres

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	agriculture	res / agriculture ?
South	residential	residential
East	residential w/special use permit	residential
West	residential	residential

Character of the Neighborhood: Residential Neighborhood

Instructions:
The following checklist is to be completed **by the applicant**. Please indicate whether the following standards are met, in the applicant's opinion. A separate sheet explaining how each standard is met **must** be included with the application.

Yes	No	
☒	☐	Is deemed necessary for the public convenience at that location.
☒	☐	Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.
☒	☐	Is found to be generally compatible with the neighborhood in which it is proposed.
☒	☐	Will comply with the height and area regulations of the district in which it is located unless specifically granted.
☒	☐	Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from injurious effect.
☒	☐	Adequate utility, drainage, and other such necessary facilities have been or will be provided.
☐	☒	Should this Special Use Permit be valid only for a specific time period?

If yes, what length of time? no, b/c this is my permanent special permit.

Operational Information:
The Special Use Permit that will be issued will have set of conditions that will require information regarding the following (additional conditions may be imposed by the Commission and Council):

Hours of Operation: 9-5

Days of Operation: 5

Number of Off-street Parking Spaces: 10

Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line): 0

Number of Employees and/or Assistants: 0

Nature of Business: Home beauty shop

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

Yes	No	
☒	☐	Completed and signed application.
☒	☐	Legal description of the property from a deed or certified survey. Must be legible.
☒	☐	Additional sheet explaining how the above criteria are met.
☒	☐	One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may affect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin.
☒	☐	One copy of a site plan of the property showing location of off-street parking and any required screening, location of the structure(s) or proposed structure(s), access to the site from public right-of-way, and any other information requested by staff, the Planning & Zoning Commission, or City Council.

Violation of any condition as part of an approved Special Use Permit will cause a complaint to be filed with the Municipal Court and the Permit to be suspended immediately requiring reapplication.

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

Signature: Hannah Patrick **Date:** 8/21/23

Case 043-23: Rezoning

2337 E. Zora St-Special Use Permit-A request for a permanent Special Use Permit to operate a beauty salon (3rd request)-Raph Replogle/Alexah Patrick

Alexah Patrick, 2337 E. Zora, Joplin, Missouri. Ms. Patrick stated she just wanted to follow in her grandmother's footsteps. Her grandmother had this shop for 32 years and Ms. Patrick just wanted to continue the family tradition and following her dream as well to be a cosmetologist.

Mr. Kimble asked if there were any questions from the Commission.

Ms. Phillips proposed a question of City Staff. She asked if the permit goes with the person or with the house or the property.

Mr. Bellairs stated it goes with the ownership of the property. He said when ownership changed the Special Use Permit was expired or no longer valid even if they obtained a permanent. He believed her grandmother, the previous owner of the house, had obtained a Special Use Permit throughout her ownership of the property and then after ownership had transferred the owners had to request permission to operate. They had obtained a Special Use Permit in 2019 and then in 2021 and this request would be their final.

Ms. Phillips stated so it was not like starting all over again.

Mr. Bellairs stated well they did start over when the ownership changed.

Mr. Kimble asked if there were any further questions from the Commission.

Mr. Kimble asked if there was any one to speak in favor of Case 043-23.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 043-23.

There were none.

MR. JACKSON MOVED THAT CASE 043-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. ROSENBERG SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 043-23: Special Use Permit



2337 E Zora St – Special Use Permit – A request for a permanent Special Use Permit to operate a beauty salon (3rd and final renewal) – Raph Replogle

RESOLUTION NO. 2023-019

A RESOLUTION granting a Special Use Permit (3rd and Final Request) for the operation of a Home Beauty Salon, located at 2337 E Zora St in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on November 6, 2023, in compliance with said request.

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

That a Special Use Permit be granted to Alexah Patrick for the operation of a quick serve restaurant located in the City of Joplin, Missouri, on the following described real estate, to-wit:

All of Lots Numbered Three (3) and Ten (10) in T.C. HELM'S SUB-DIVISION, now in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof; described as follows: Beginning at a found 5/8" iron pin at the Northwest corner of Lot Numbered Ten (10) aforesaid; thence South 87 degrees 26 minutes 50 seconds East along the North line of said Lot Numbered Ten (10), 200.07 feet to a second ½" iron pin at the Northeast corner of Lot Numbered Ten (10); thence South 02 degrees 13 minutes 25 seconds West along the East line of Lot Numbered Ten (10), 199.71 feet to a found 3/8" iron pin at the Southeast corner of Lot Numbered Ten (10); thence South 02 degrees 26 minutes 32 seconds West along the East line Lot Numbered (3), 190.16 feet to a set pin and cap stamped A/E Ince LC 62 on the North right-of-way of East Zora Street; thence North 87 degrees 23 minutes 24 seconds West along said North right-of-way of 199.67 feet to the West line of Lot Numbered Three (3); thence leaving said North right-of-way North 02 degrees 16 minutes 16 seconds East along the West line of Lot Numbered Three (3), 189.97 feet to a found 3/8" iron pin at the Northwest corner of Lot Numbered Three (3); thence continuing North 02 degrees 16 minutes 16 seconds East along the West line of Lot Numbered Ten (10), 199.70 feet to the Point of Beginning.

And the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Alexah Patrick for the operation of a home beauty parlor at 2337 W. Zora St.
2. The term of this permit shall be permanent.
3. There shall be no more than one (1) hair-dressing chair in the residence.
4. There shall be no other assistants.
5. Off-street parking for two (2) vehicles shall be provided.
6. The house of operation shall be restricted to 9:00 a.m. to 5:00 p.m. Monday through Friday.
7. Customers will be taken by appointment only.
8. Signs shall be limited to one non-illuminated sign not more than one (1) by (2) feet set at least ten (10) feet north of the south property line and not more than six (6) feet above grade.
9. Compliance with all provisions of Code of State Regulations, Title 20 – Department of Insurance, Financial Institutions, and Professional Registration, Division 2085 – Board of Cosmetology and Barber Examiners, Division 2090 – State Board of Cosmetology.
10. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
11. All regulations as stated in Appendix 29-A (Zoning Code) of the Municipal Code shall be followed at all times.
12. Any other conditions set by the City Council of Joplin.

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-287 – Rezoning Request

MEETING DATE:
November 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 044-23: 1802 S Connecticut Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Marsha Spiares

BACKGROUND:
The owner of this property is wanting to develop duplexes with access off 18th St, like the duplexes north of them. The minimum square footage for suburban duplexes is 7800 square feet, so the owner can fit at least three (3) on the subject property. The proposed zoning and use are compatible with the existing neighborhood.

Due to several characteristics of the location, like being on Connecticut Ave, an Arterial St, and being in a neighborhood already zoned and used for two-family residential, as well as being located across the street from a civic/institutional use (library), this property is best utilized as two-family residential.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Eastman represented the case for the owner. He stated that they wished to develop three duplexes on the subject property. Mr. Kimble asked if he could assume that both driveways would be off of 18th St. Mr. Eastman confirmed this and stated that there had been no protest petitions filed. Mr. Bellairs confirmed Mr. Eastman's statement.

PUBLIC COMMENT;
Mr. Kimble opened the floor to public comments. There were none.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-287
Planning & Zoning Commission recommends approval for Case 044-23 (7 in Favor, 0 Opposed)

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

Z&P Meeting: October 9, 2023
City Council Meeting: November 6, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 044-23 A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential)

LOCATION 1802 S Connecticut, Joplin, Missouri 64801

APPLICANT Marsha Spiares

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately .65 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2 PD	C-3 PD	R-1	R-1
Land Use	Duplexes	Civic/Institutional	Single-Family Dwelling	Single-Family Dwelling

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 18th St	Local	60′
S Connecticut Ave	Arterial	60′

UTILITIES

The site has access to utilities. Sanitary Sewer can be accessed off S Connecticut Ave.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The property identifies the neighborhood as Low-Density Residential. Property north and south of 1802 S Connecticut Ave is identified as Moderate-Density Residential, all of which is on Connecticut, an Arterial Street with higher levels of traffic. R-2 is a suitable district for Low-Density and Moderate-Density Residential and is compatible with the existing neighborhood.

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

Due to several characteristics of the location, like being on Connecticut Ave, an Arterial St, and being in a neighborhood already zoned and used for two-family residential, as well as across the street from a civic/institutional use (library), this property is best utilized as two-family residential.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The existing neighborhood has a mix of housing styles including single-family homes and duplexes.

DISCUSSION

The owner of this property is wanting to develop duplexes with access off 18th St, like the duplexes north of them. The minimum square footage for suburban duplexes is 7800 square feet, so the owner can fit at least three (3) on the subject property. The proposed zoning and use are compatible with the existing neighborhood.

Staff recommends approval of Case 044-23.

ENCLOSURES

- Map of property
- Application

CITY OF JOPLIN, MISSOURI
REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 044 - 23
Filing Fee:
Date Advertised:
Date Notices Sent
Public Hearing Date: October 9, 2023
Recieved 8/28/23
Proj # 23-210

APPLICANT: LWJG, LLC PHONE:
ADDRESS: 2408 STANNETT DR ZIP: 64804
OWNER: Marsha Spades PHONE: 417 483 6929
ADDRESS: SAME ZIP: 64804
LOCATION OF PROPERTY: 1802 S CONNECTICUT - JOPLIN, MO 64804
LEGAL DESCRIPTION: SEE ATTACHED

Present Zoning R-1 Requested Zoning: R-2 Acreage: .62
Present Use of Property: VACANT LOT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	R-1 DUPLEX	R-2
South	DUPLEX	R-2
~~East~~ WEST	SINGLE FAM	R-1
~~West~~ EAST	COMM LIBRARY	C

CHARACTER OF THE NEIGHBORHOOD: MIXED USE

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? If yes, explain: Yes WANTING TO BUILD 3 DUPLEXES

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: EAST 18TH
2. Classification of Street(s):
   Arterial _____ Collector X Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? 93 x 93 - 3
2. Properly Sized Street Right-of-Way? YES
3. Drainage Easements? TBD
4. Utility Easements:
   Electricity? _____
   Gas? W/A
   Sewers? AVAILABLE
   Water? AVAILABLE
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
LARGE CORNER LOT RIGHT FOR P/U DUPLEXES

SIGNATURE: _____ DATE: 8-21-22
BY: ~~JEFF GRIGGS~~ LINDA WILLIAMS
TITLE: PARTNER - MEMBER

(Note: By signing this application you are signifying that you are either the legal owner of the subject property or are a legal representative of the owner or owners of the subject property.)

STATE OF MISSOURI)
) ss.
COUNTY OF Jasper)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now MARSHA L. Spiares (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as 1802 S CONNECTICUT (legal description) more commonly known as SEE ATTACHED. 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 KENT EASTMAN to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: 8/24/2023

Marsha L. Spiares
Signature of Owner

MARSHA L. Spiares
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 24 day of August, ~~201T.~~ 2023

Notary

TAMI MARLAY
Notary Public, Notary Seal
State of Missouri
Newton County
Commission # 13449897
My Commission Expires 07-25-2025

My commission expires: 7/25/2025

(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 044-23: Rezoning

1802 S. Connecticut-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential)-Marsha Spiares

Kent Eastman, 619 S. Florida, Joplin, Missouri. Mr. Eastman represented the owners of the property. He stated as you could see this was a rather large lot depth wise. It was unlikely someone would want to build a house facing 18th street because of the shallow backyard. But there was enough property there if they zoned for duplexes, they could get three duplexes with two car garages and the bedrooms upstairs. This plan had been built at 26th and Adele and had been very popular. Also noted across the street and to the north were duplexes. On the east side of Connecticut was the library. Diagonally across was vacant land and he believed that property was still R-1. To the south there was a house and to the south of that were more duplexes. They feel that was the highest and best use for the land. This particular property had been in the Estes family for many years, and they have mowed it for all these years. They think it is time to sell the property.

Mr. Kimble asked if he could assume that both driveways would be entering onto 18th street.

Mr. Eastman stated yes. Also, he stated there had not been any protest petitions submitted on this case.

Mr. Bellairs confirmed there had not been any protest petitions submitted.

Mr. Kimble asked if there were any questions from the Commission.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 044-23.

There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 044-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 044-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 044-23: Rezoning



1802 S Connecticut – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Marsha Spiares

P & Z Case 044-23
Marsha Spiares
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-287 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) to District R-2 (Two-Family Residential) property as described below and located 1802 S Connecticut Ave.

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

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

Beginning at the North east corner of Lot numbered Twenty nine (29) in Banker's Third (3) Addition to the City of Joplin, Jasper County, Missouri, Thence West 140.0 feet, thence South 100.0 feet, thence East 130.0 feet, thence North 100.0 feet to the point of beginning. All of Lot Numbered thirty-five (35) in Baker's Third Addition to 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_____, 2023, by a vote of _____.

_____

Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-288 – Rezoning Request

MEETING DATE:
November 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 045-23: 1221 N Brownell Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Anna Chen

BACKGROUND:
The owner of this property is wanting to develop duplexes. There is currently one single-family house on one of the lots. The owner was informed that due to minimum density restrictions, they could develop one duplex fronting Bronell Ave, and two duplexes fronting Florida Ave. The owner was also informed that they did not have a large enough lot to develop a duplex north of the existing single-family dwelling. The owner said that they planned on building a single-family dwelling on the north most lot and leaving the existing single-family dwelling.

The Future Land Use Map identifies the neighborhood as Low-Density Residential. N Florida Ave is an Arterial Street. R-2 is a suitable district for Low-Density Residential and is compatible with the existing neighborhood. Due to the location of the property along N Florida, and R-2 already being present in the neighborhood, this site is compatible with R-2 zoning.

Three houses West there is R-2 property and a duplex. Further West duplexes are spread out throughout the neighborhood. The neighborhood also sits along an Arterial Street. Low-Density Residential Neighborhoods are suitable for a mix of single-family and two-family development.

PLANNING & ZONING COMMISSION TESTIMONY:

Ms. Chen represented her case. Mr. Landis asked if there would be access off Florida or if they would both be accessed from Brownell. Ms. Chen stated that would depend on City requirements. Mr. Bellairs stated that when he consulted Ms. Chen, the plan was to have two duplexes fronting Florida and one Duplex fronting Brownell and leave the existing single-family home.

PUBLIC COMMENT;

Mr. Kimble opened the floor to public comments. There were none.

RECOMMENDATIONS:

Staff recommends approval for Council Bill 2023-288
Planning & Zoning Commission recommends approval for Case 045-23 (7 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 045-23 A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential)

LOCATION 1221 N Brownell Ave, Joplin, Missouri 64801

APPLICANT Anna Chen

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant/Single-Family Dwelling	Approximately .75 Acres

SITE CONTEXT

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

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N Florida Ave	Arterial	60′
E Manitou St	Local	50′
N Brownell Ave	Local	40′

UTILITIES

The site has access to utilities. Sanitary Sewer can be accessed off N Brownell Ave and N Florida Ave.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map identifies the neighborhood as Low-Density Residential. N Florida Ave is an Arterial Street. R-2 is a suitable district for Low-Density Residential and is compatible with the existing neighborhood. Due to the location of the property along N Florida, and R-2 already being present in the neighborhood, this site is compatible with R-2 zoning.

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

This property is suitable for single-family or two-family development. Three houses West there is R-2 property and a duplex. Further West duplexes are spread out throughout the neighborhood. The neighborhood also sits along an Arterial Street. Low-Density Residential Neighborhoods are suitable for a mix of single-family and two-family development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The existing neighborhood has a mix of housing styles including single-family homes and duplexes. The maximum number of duplexes that can be developed is 3, with only one being accessed off of Brownell Ave, a local street, the other two with access off of Florida Ave, which already receives higher levels of traffic.

DISCUSSION

The owner of this property is wanting to develop duplexes. There is currently one single-family house on one of the lots. The owner was informed that due to minimum density restrictions, they could develop one duplex fronting Bronell Ave, and two duplexes fronting Florida Ave. The owner was also informed that they did not have a large enough lot to develop a duplex north of the existing single-family dwelling. The owner said that they planned on building a single-family dwelling on the north most lot and leaving the existing single-family dwelling.

Staff recommends approval of Case 045-23.

ENCLOSURES

- Map of property
- Application

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

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.

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.: 045-23
Filing Fee: $550.00
Received: 8/31/23
Date Advertised:
Proj. No.: 23-211
Public Hearing Date: 10/9/23

Applicant: Anna chen Phone No.: 417-793-2773
Address: 1805 E Natalie Lane. Joplin MO 64801 Email:
Owner: Anna chen Phone No.: 417-793-2773
Address: 1805 E Natalie Lane. Joplin MO 64801 Email: annachenjoplin@gmail.com
Location of Property: 1221 N Brownell. Joplin MO 64801
Present Use of Property: one old house. the rest is vacant land
Proposed Use of Property: small duplexes
Current Zoning: R1 Requested Zoning: R2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North		
South		
East		
West		

Character of the Neighborhood: Wooded area. with three houses nearby

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: _____

_____

_____

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: _____

_____

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☑

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

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

Yes	No	
☑	☐	Completed and signed application.
☑	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☑ Attached	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☐	☐	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:** 8/21/23

Case 045-23

1221 N. Brownell Ave-Rezoning-A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential)-Anna Chen

Anna Chen, 1221 N. Brownell, Joplin, Missouri. She stated as the population grows in the Joplin area, they realize the severe shortage of affordable housing so they would like to build some smaller duplexes on the lot. They were thinking about building two bedrooms/two-bathroom units not more than 1000 square feet. The floor plans would be similar to 207 and 205 N. Oliver Ave. These units would not have a garage. They felt these kind of floor plans would be more affordable to smaller families.

Mr. Kimble asked if there were any questions from the Commission.

Mr. Landis asked if there would be one access off Brownell and one access off Florida or are they both off Brownell.

Ms. Chen stated if it was required to have two accesses then they will have two accesses. It depended on the City requirements.

Mr. Bellairs stated if he may interject that when they spoke, she talked about doing a total of three duplexes. In the predevelopment meeting they discussed two off Florida and one-off Brownell. That was the objective because they wanted to leave the one single family house.

Mr. Kimble asked if there were any further questions from the Commission.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 045-23.

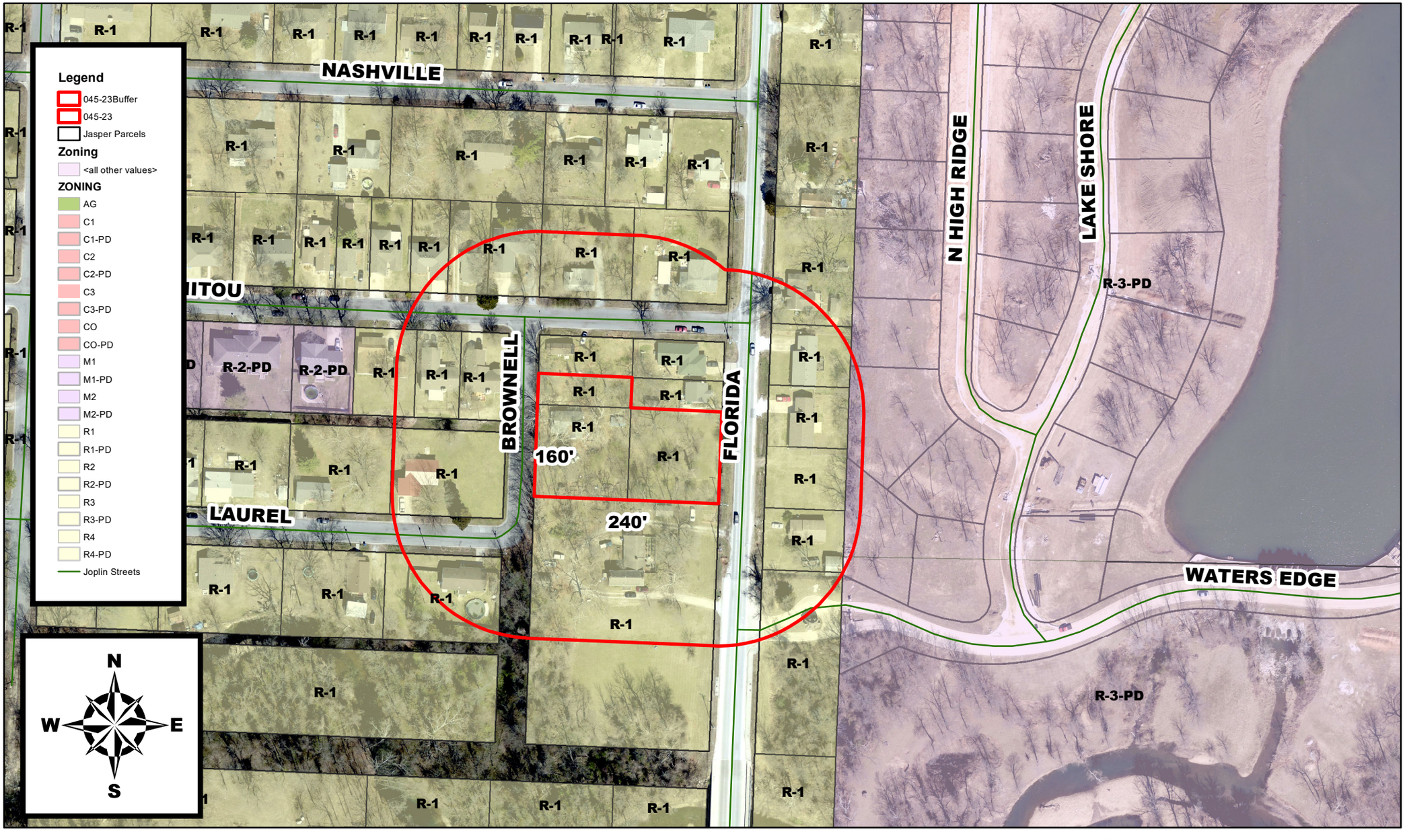
There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 045-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 045-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. JACKSON SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 045-23: Rezoning



1221 N Brownell Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Anna Chen

P & Z Case 045-23
Anna Chen
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-288 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) to District R-2 (Two-Family Residential) property as described below and located at 1221 N Brownell Ave.

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

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

TRACT 1: ALL OF LOTS NUMBERED 402, 403, AND 404, IN CASTLE ROCK SUBDIVISION, A PART OF THE SOUTH HALF OF SECTION 36, AND THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 28, RANGE 33, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

TRACT 2: ALL OF LOTS NUMBERED 383, 384, AND 385, IN CASTLE ROCK SUBDIVISION, A PART OF THE SOUTH HALF OF SECTION 36, AND THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 28, RANGE 33, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

TRACT 3: ALL OF LOT NUMBERED THREE HUNDRED EIGHTY-TWO (382) IN CASTLE ROCK SUB-DIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION THIRTY-FIVE (35) AND PART OF THE SOUTHWEST QUARTER AND PART OF THE SOUTHEAST QUARTER OF SECTION THIRTY-SIX (36), TOWNSHIP TWENTY-EIGHT (28), RANGE THIRTY-THREE (33), NOW 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_____, 2023, by a vote of _____.

_____

Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2023-290 – Enhanced Enterprise Zone (EEZ) Program - Aesir Technologies

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
November 6th, 2023

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 council bill is a request by Aesir Technologies, Inc for the abatement of the ad valorem property taxes on the building and future additions to the building. The facility is located at 8125 E. 26th St., Joplin MO in the Crossroads Industrial Park. The taxes will be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program.

BACKGROUND;
Aesir Technologies, Inc. acquired Zaff Energy Systems of Joplin a few years ago. Zaff Energy Systems is in the forefront of battery technology innovation and emerging energy storage market. Aesir Technologies will make a capital investment into their existing building and proposes to construct two new additions onto their current facility. Aesir Technologies is currently located in the Crossroads Industrial Park. The company plans to create 350 jobs within 6 years. The average annual wage of the new jobs created within the first 2 years is $48,400. The company will pay 70% of employee health benefits. The estimated investment by the company into the facility and new equipment purchase is $54,000,000 over the life of the project.

The amount and length of abatement offered is based on a sliding scale (see exhibit B) developed and approved by the Joplin Area Enhanced Enterprise Zone Board, the taxing jurisdictions and the Joplin City Council. Staff recommends that Aesir Technologies' ad valorem taxes on the building and additions be abated at 100% for 10 years per the EEZ Tax Abatement Guidelines. The recommendation is based on the data submitted by Aesir Technologies that they will pay an average wage of $48,414 per job which is approximately $3,355 more or 107% of the county average wage ($45,059). The company will create a minimum of 350 jobs within 6 years and pay a portion of the employees' health benefits.

More information about the company can be found at: https://aesirtec.com/

RECOMMENDATION
Staff recommends approval of Council Bill No. 2023-290 as an emergency ordinance under Section 2.12, Paragraph 5 under the Home Rule Charter

ATTACHMENTS
CB 2020-410, Exhibit A, Exhibit B, Company & Project Information





Request for Property Tax Abatement for
Submarine Industrial Base Augmentation in Joplin, Missouri

Æsir Technologies, Inc.

ÆSIR TECHNOLOGIES, INC.

*When **MISSION CRITICAL ENERGY STORAGE** is more than just a tag line.*

Lead Acid Batteries are Causing Problems for the Military and the Danger of Lithium-Ion Fires Prevent its Adoption in Many Applications



The WASHINGTON FREE BEACON

COVERING THE ENEMIES OF FREEDOM THE WAY THE MAINSTREAM MEDIA WON'T

NEWS COLUMNS VIDEOS NEWSLETTER

LATEST NEWS

Almost 40% of US Attack Submarines Out of Commission

The guided missile submarine USS Ohio (SSGN 726) stops for a personnel boat transfer / Getty Images

Nickel Zinc Battery - Supply Chain Resiliency Report

- US Navy is the first in line looking to Nickel-Zinc batteries as the next-generation solution
- US Air Force and US Army also adopting
- Congress is pushing for readiness

Amendment to H.R. 2670

National Defense Authorization Act for Fiscal Year 2024

Offered by: Mr. Alford

In the appropriate place in the report to accompany H.R. 2670, insert the following new Directive Report Language:

Nickel Zinc Battery - Supply Chain Resiliency Report

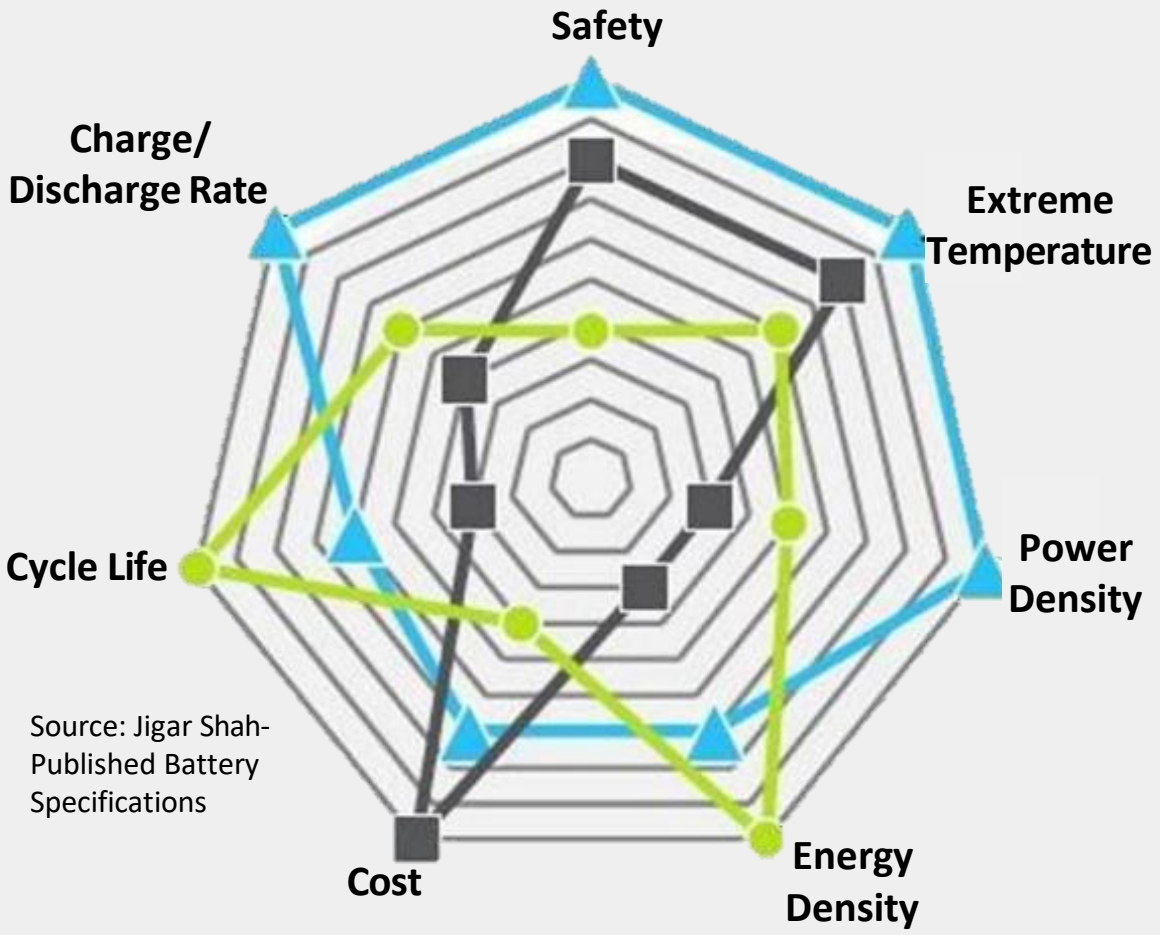
The committee has supported the Navy's need to develop the Nickel Zinc (NiZn) battery chemistry for its VA-Class submarines (VCS). The committee continues to recognize that the development has demonstrated promise for improving diminished VCS readiness rates currently being taken out of service to replace underperforming batteries. The committee also recognizes that NiZn chemistry represents a technology that can be domestically on-shored and can bypass Chinese supply chains. To prevent any additional VCS readiness delays, the committee also recognizes the need for investments in fiscal year 2024 in the domestic NiZn battery production base to ensure full rate production capacity will be achieved upon the Navy's planned completion of Research, Development, Test, and Evaluation at the end of fiscal year 2024.

Therefore, the committee directs the Secretary of the Navy to submit a report to the House Committee on Armed Services and Senate Committee on Armed Services by December 1, 2023, on the need for investment in Nickel Zinc battery production base. The report should include the following information:

(1) The Navy's need to develop the Nickel Zinc battery chemistry for its VA-Class submarines;
(2) Importance of domestic Nickel Zinc battery chemistry and its role in reducing the United States' reliance on Chinese supply chains;
(3) The need for the Navy to ensure full rate production capacity will be achieved upon Navy's planned completion of Research, Development, Test, and Evaluation at the end of fiscal year 2024.

(3) The need for the Navy to ensure full rate production capacity will be achieved upon Navy's planned completion of Research, Development, Test, and Evaluation at the end of fiscal year 2024.

Nickel-Zinc Batteries Outperform Lead-Acid/Safer than Li-ion



Source: Jigar Shah-Published Battery Specifications

- Five-years' successful testing by the US Navy
- Three-years' successful testing by the US Air Force
- Nearly four-years' operation in a data center
- Recent testing for the US Army

Competitive Landscape

- Currently no other US-based manufacturing capacity
- ZincFive competes in the commercial markets
  - Chinese manufacturing disqualifies them for DoD
- There is a submarine alliance between Australia, the United Kingdom, and the USA (AUKUS)
- PMB Defense, an Australian company, will likely be the nickel-zinc supplier to Australia/UK

- The actual competitor is the possible continuation of lead acid by Enersys and Stryten
  - Lead-acid will be discontinued
    - Increasing power & energy requirements of next generation systems
    - New lead-acid batteries are sealed and last half as long as vented

- Barriers to entry
  - Momentum of Lead-Acid – History (Customers are realizing they need more power.)
  - Exuberance of Lithium-Ion – Newness (Customers are realizing they safer power.)
  - Manufacturing Capacity for Nickel-Zinc

Rechargeable Battery TAM ~$150B

- US Defense Market
  - 66 US Submarines - ~$40M/yr
  - 500 Minuteman III Missiles - $5M/yr
  - 700,000 US Army Ground Vehicles - $80M/yr
- US Aircraft - ~$40M/yr
  - Commercial – 5,800
  - Business Jets – 13,800
- US Critical Infrastructure
  - Data Centers - $6B/yr
  - 5G Telcom - $6B/yr

Æsir has already secured many early adopters.

Our ideal customers are those who view battery failure as serious impediment to their mission success.

Go-to-Market Strategy

- Build a pilot facility – Completed
- “Seed the market” with Sample Batteries Proving the Technology
  - Completed with DoD
  - In progress for Critical Infrastructure
- Scale the Factory
  - Cathode – Completed
  - Anode – In Progress (supported by DoD ManTech contract)
  - Automation for Assembly – Future Expansion
- Expand Product Line
  - G31 – Completed
  - Data Center Format – Completed
  - HR8 and other Formats – Future Expansion
  - Aircraft Battery STC

A Jasper County Tax Exemption Would Reinforce our Decision to Expand in Joplin

- Expanding 16,000 square feet onto our existing 33,000 square feet



Investment Required

Source	Amount
Aesir	$14,000,000 (’24-’29)
DoD	$40,000,000 (’24-’26)
Total	$54,000,000

Jobs Created

Job Title	# of New Jobs	Annualized Wage of New Job
Mfg Technician	250	$38,000
Mfg Supervisor	30	$74,000
QC/QA	20	$57,000
Engineering	30	$79,500
Mgmt/Sales/Admin	20	$85,000
Total	350	$16,945,000
Average Wage		$66,700

Q&A

Ægir Technologies, Inc.

THANK YOU

Contacts

Randy Moore
President/CEO
randy.moore@aesirtec.com
(603) 493-5830

Craig Wilkins
Chief Financial Officer
craig.wilkins@aesirtec.com
(509) 939-9309

ÆSIR PROPRIETARY & CONFIDENTIAL


23RD
24TH
PRIGMOR
ROB O'BRIAN
8125 E. 26th St.
26TH
CL 191
QUAIL

Exhibit A
Attached Legal Description

File Number: TTP10-63

Tract 1:
A Tract of land located in the Northwest Quarter (NW1/4) of Section 14, Township 27 North, Range 32 West, in Jasper County, Missouri, being described more fully as follows:
Commencing at the West Quarter (W1/4) corner of said Section 14, a found 5/8 inch iron pin, thence North 00°54'45" East along the West line of said Quarter Section a distance of 424.25 feet, thence South 89°05'15" East a distance of 350.00 feet to the point of beginning, thence South 89°05'15" East a distance of 467.07 feet, thence South 00°54'45" West a distance of 376.96 feet to a point on the North right-of-way line of East Alliance Parkway, thence North 85°07'34" West along said right-of-way line a distance of 317.84 feet, thence North 89°05'15" West along said right-of-way line a distance of 149.98 feet, thence North 00°54'45" East, leaving said right-of-way line, a distance of 355.00 feet to the point of beginning.

Tract 2:
A utility easement described as:
A tract of land located in the Northwest Quarter of Section 14, Township 27 North, Range 32 West, in Jasper County, Missouri, being described more fully as follows:
Commencing at the West Quarter (W1/4) corner of said Section 14, a found 5/8 inch iron pin, thence North 00°54'45" East along the West line of said Quarter Section a distance of 424.25 feet, thence South 89°05'15" East a distance of 350.00 feet to a point, said point being the Northwest corner of Tract 1 and the point of beginning, thence North 00°54'45" East a distance of 25.00 feet, thence South 89°05'15" East a distance of 467.07 feet, thence South 00°54'45" West a distance of 25.00 feet to the Northeast corner of Tract 1, thence North 89°05'15" West along said North line a distance of 467.07 feet to the point of beginning.

JCT

17.25
12.75
30CK

ATTACHMENT B

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% ~~5 yr / 50%~~
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% ~~5 yr / 50%~~	10 yr /100% ~~5yr / 75%~~
County Avg.	10 yr / 80%	10 yr / 90%	**10 yr / 100%**	10 yr / 100% ~~2 yr / 50%~~	10 yr / 100% ~~5 yr / 75%~~	~~15 yr / 100%~~
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% ~~2 yr / 50%~~	10 yr / 100% ~~5 yr / 50%~~	~~15 yr / 100%~~	~~15 yr / 100%~~ ~~5yr / 50%~~
140% CAW	10 yr / 100%	10 yr / 100% ~~2 yr / 50%~~	10 yr / 100% ~~2 yr / 75%~~	10 yr / 100% ~~5 yr / 75%~~	~~15 yr / 100%~~ ~~5 yr / 50%~~	~~20 yr / 100%~~

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

COUNCIL BILL NO. 2023-290 ORDINANCE NO.

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on the existing building and improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 8125 E. 26th St, Joplin, MO and owned by Aesir Technologies, LLC and containing an emergency clause.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created are in the field of technology, manufacturing and engineering.

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes to the existing building and improvements made to property located at 8125 E. 26th St., Joplin, MO more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of 100 percent (100%) commencing January 1, 2024, and continuing to and ending after December 31st, 2033.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Aesir Technologies, LLC is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

Section 4. That Aesir Technologies, LLC has twenty-four months beginning January 1, 2024 to create a minimum of 100 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for property by and on behalf of the City of Joplin, Missouri.

Section 6. That this Ordinance is an emergency within the meaning of Section 2.12, (5)

of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance determines the tax rate and assessments, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
OCTOBER 16, 2023
MEETING MINUTES

CALL TO ORDER

The October 16, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Gary Shaw

ROLL CALL

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

Absent: Charles Copple, Kate Spencer

Motion by Mr. Cortez, second by Dr. Farnham to excuse the absence of Mr. Copple and Ms. Spencer. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2.

PRESENTATIONS

Semi-Annual Insurance Update by Segal

Kim Wixson presented.

Guidehouse Grant Update

Dami Kehinde, from Guidehouse presented.

Joplin Area Chamber of Commerce Quarterly Update

Travis Stephens, President of the Joplin Area Chamber of Commerce presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

A Public Meeting focusing on the next and final phase of the Connecticut Widening Program is set for Thursday, October 26, at Immanuel Lutheran Church, 2616 Connecticut Avenue. This open house public meeting with City engineers and construction contractor representatives is set for 4:30 p.m. to 6 p.m.

This project focuses on the area from 32nd Street to the I-44 Bridge and will reconstruct and widen Connecticut Avenue to a 5-lane roadway with curb and gutter, including a dual-use 10-foot-wide sidewalk/bike trail on the west side of the roadway and a 6-foot-wide sidewalk on the east side of the roadway.

Citizens may drop by any time during these hours to view the final plans and ask questions about the upcoming construction project.

Widening Connecticut was originally introduced and supported by voters at the 2004 election for the Capital Improvement Sales Tax. With continued citizens' support, the project has been done in phases, including the addition of the railroad overpass near 26th Street. This is the final phase of widening Connecticut Avenue from Campbell Parkway to 44th Street, providing an efficient and safe north/south corridor for our community.

Tree pruning is not recommended in the fall, but cutting dead limbs and branches can be done any time of the year. So if planning to work on your fall outdoor chores, remember the monthly tree limb drop-off program is open on Friday, October 20 and Saturday, October 21 to take your limbs and branches.

The site will be open from 8:30 a.m. to 2 p.m. and is located at 1702 North Schifferdecker Avenue, approximately six-tenths of a mile north of Belle Center Road on the west side of Schifferdecker Avenue. This free drop-off service is for Joplin residents only. Professional contractors will not be allowed to dump.

This is the last scheduled drop-off weekend for 2023. The City may open this site following a weather event for residents to dispose of branches. Announcements of these openings are announced through local news stations, the City's website and the City's Facebook page.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. DeTar to approve the Consent Agenda. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2.

Minutes of the October 2, 2023, City Council Meeting

COUNCIL BILL NO. 2023-285 - 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) to District MUC (Mixed-Use Commercial) property as described below and located directly South of the Intersection of W 32nd St and S Nellie Mae. **Ordinance No. 2023-145**.

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-013

Mr. Shaw introduced Council Bill No. 2023-013 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Area Chamber of Commerce for the purpose of providing economic development consulting services; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri. Motion by Mr. Shaw, second by Mr. DeTar that Council Bill No. 2023-013 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-146**.

COUNCIL BILL NO. 2023-154

Mr. DeTar introduced Council Bill No. 2023-154 - AN ORDINANCE approving an agreement with B.T.B. Homes, LLC to provide sanitary sewer to property located at Apricot Dr. and Coyote Dr., 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. DeTar, second by Mr. Cortez that Council Bill No. 2023-154 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-147**.

COUNCIL BILL NO. 2023-367

Mr. Stinnett introduced Council Bill No. 2023-367 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 320 N Sergeant Ave. in the City of Joplin, Missouri, for Six Thousand Seven Hundred forty-nine dollars ($6,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Farnham that Council Bill No. 2023-367 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-148.**

COUNCIL BILL NO. 2023-368

Mr. Cortez introduced Council Bill No. 2023-368 - AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 1209 S Jackson Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred forty-nine dollars ($3,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-368 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-149**.

COUNCIL BILL NO. 2023-369

Mr. Cortez introduced Council Bill No. 2023-369- AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 1202 S Murphy Ave. in the City of Joplin, Missouri, for Three Thousand Nine Hundred ninety-nine dollars ($3,999.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-369 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-150**.

COUNCIL BILL NO. 2023-370

Mr. Stinnett introduced Council Bill No. 2023-370- AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 302 S Gray Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred forty-nine dollars ($3,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Farnham that Council Bill No. 2023-370 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-151**.

COUNCIL BILL NO. 2023-371

Mr. DeTar introduced Council Bill No. 2023-371- AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 304 S Gray Ave. in the City of Joplin, Missouri, for Three Thousand Seven Hundred forty-nine dollars ($3,749.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Cortez that Council Bill No. 2023-371 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-152**.

COUNCIL BILL NO. 2023-372

Mr. DeTar introduced Council Bill No. 2023-372- AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 4002 Duquesne Rd. in the City of Joplin, Missouri, for Six Thousand Three Hundred dollars ($6,300.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Ms. Williams that Council Bill No. 2023-372 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-153**.

COUNCIL BILL NO. 2023-455

Mr. Stinnett introduced Council Bill No. 2023-455- AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and, containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Farnham that Council Bill No. 2023-455 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-154**.

COUNCIL BILL NO. 2023-456

Mr. Stinnett introduced Council Bill No. 2023-456- AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and, containing an emergency clause. Motion by Mr. Stinnett, second by Mr. DeTar that Council Bill No. 2023-456 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-155**.

COUNCIL BILL NO. 2023-517

Mr. Cortez introduced Council Bill No. 2023-517- AN ORDINANCE approving an agreement for professional auditing services for the City of Joplin; authorizing the City Manager to execute said agreement; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2023-517 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-156**.

COUNCIL BILL NO. 2023-518

Mr. DeTar introduced Council Bill No. 2023-518- AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022, to adjust appropriations and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Cortez that Council Bill No. 2023-518 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-157**.

COUNCIL BILL NO. 2023-519

Mr. Cortez introduced Council Bill No. 2023-519- AN ORDINANCE providing for the Budget of the City of Joplin for the period from November 1, 2023, to October 31, 2024, estimating the revenues for said period and appropriating for the purposes stated the sums set forth therein; and containing an emergency clause. Motion by Mr. Cortez, second by Ms. Williams that Council Bill No. 2023-519 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-158**.

COUNCIL BILL NO. 2023-520

Mr. Stinnett introduced Council Bill No. 2023-520- AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions and Part-Time/Seasonal positions for Fiscal Year 2023-2024; adopting a new step pay plan by reference Police Salary Administration Plan establishing the annual salary of certain police positions; adopting a new step pay plan by reference Fire Salary Administration Plan establishing the annual salary of certain fire positions; and, containing an emergency clause. Motion by Mr. Stinnett, second by Mr. DeTar that Council Bill No. 2023-520 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-159**.

COUNCIL BILL NO. 2023-521

Mr. Cortez introduced Council Bill No. 2023-521- AN ORDINANCE approving a Renewal 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 containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-521 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-160**.

COUNCIL BILL NO. 2023-522

Mr. Cortez introduced Council Bill No. 2023-522- AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and Delta Dental to provide dental insurance coverage for City employees on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said renewal by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-522 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-161**.

COUNCIL BILL NO. 2023-523

Mr. Cortez introduced Council Bill No. 2023-523- AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and MetLife to provide 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 containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-523 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-162**.

COUNCIL BILL NO. 2023-524

Mr. Cortez introduced Council Bill No. 2023-524- AN ORDINANCE approving a Renewal Agreement by and between the City of Joplin and Symetra to provide life 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 containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-524 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-163.**

COUNCIL BILL NO. 2023-526

Mr. Stinnett introduced Council Bill No. 2023-526- AN ORDINANCE approving a Subrecipient Agreement by and between the City of Joplin and Jasper County, a political subdivision of the State of Missouri, to improve 20th Street from Schifferdecker to Central City under the County American Rescue Plan Act (ARPA) Grant; and, containing an emergency clause. Motion by Mr. Stinnett, second by Mr. DeTar that Council Bill No. 2023-526 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-164.**

COUNCIL BILL NO. 2023-528

Mr. Cortez introduced Council Bill No. 2023-528- AN ORDINANCE providing for the Fire Department Budget of the City of Joplin for the period from November 1, 2023 to October 31, 2024, estimating the appropriations for said period for the purposes stated the sums set forth therein; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-528 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-165.**

COUNCIL BILL NO. 2023-610

Mr. DeTar introduced Council Bill No. 2023-610- AN ORDINANCE approving the issuance of a Purchase Order to MacQueen Emergency to cover the purchase of two (2) Pierce Velocity replacement fire engines which has been included in the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024, to adjust appropriations and containing an emergency clause. Motion by Mr. DeTar, second by Ms. Williams that Council Bill No. 2023-610 be passed on an emergency basis. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-166.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2023-286

Mr. Stinnett introduced Council Bill No. 2023-286 - AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing Articles XII & XIII and enacting a new Article XII, Property Maintenance Code, and setting a date when this ordinance shall become effective. Motion by Mr. Stinnett, second by Mr. DeTar that Council Bill No. 2023-286 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Bill was read as Council Bill No. 2023-286.

COUNCIL BILL NO. 2023-527

Mr. Cortez introduced Council Bill No. 2023-527 AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement with Downtown Joplin Alliance for the purpose of protecting, rehabilitating, and redeveloping endangered properties within downtown Joplin; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2023-527 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Cortez, DeTar, Lawson, Shaw, Stinnett, and Williams, 6. Nays: Farnham, 1. Absent: Copple, Spencer, 2. The Bill was read as Council Bill No. 2023-527.

COUNCIL BILL NO. 2023-607

Mr. Cortez introduced Council Bill No. 2023-607 - AN ORDINANCE approving a Contract by and between the City of Joplin and Olsson Studio, in the amount of Eight Hundred and Twenty-Eight Thousand Dollars ($828,000) for Professional Engineering Consulting Services to include a scope of work and fees for engineering services of the Ewert Splash Park Project; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Ms. Williams that Council Bill No. 2023-607 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2. The Bill was read as Council Bill No. 2023-607.

SECOND AND THIRD READING

COUNCIL BILL NO. 2023-454

Mr. DeTar introduced Council Bill No. 2023-454 - 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 August 1, 2023 and running through November 30, 2027, for the amount of up to Two Hundred Thirty-Nine Thousand, Fifty Dollars and No Cents ($239,050.00), to enable the Health Department to establish, expand, train and sustain the public health workforce; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri. Motion by Mr. DeTar, second by Ms. Williams to pass Council Bill No. 2023-454 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Cortez, DeTar, Lawson, Shaw, Stinnett, and Williams, 6. Nays: Farnham, 1. Absent: Copple, Spencer, 2. The Council Bill was declared adopted and entitled **Ordinance No. 2023-167**.

UNFINISHED BUSINESS

NEW BUSINESS

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys pursuant to state law, as set forth in Section 610.021 (1) RSMo, as amended, 2020. This meeting, record, and vote to be closed. Council shall adjourn at the end of the session. Motion by Mr. Shaw, second by Mr. DeTar to go into closed session. Voting in favor were Council Members: Cortez, DeTar, Farnham, Lawson, Shaw, Stinnett, and Williams, 7. Nays: 0. Absent: Copple, Spencer, 2.

The meeting was adjourned at 8:28 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: October 16, 2023

Item: COUNCIL BILL NO. 2023-286
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2023-286

Building Regulations: Bryan Wicklund	Date:
Planning and Community Development Manager: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
Assistant City Manager: Tony Robyn	Date:
City Manager: Nick Edwards	Date:
Fire Chief: Gerald Ezell	Date:

Recommended Action: Approval of the adoption of the 2018 International Property Maintenance Code along with amendments with an effective date of January 1st, 2024.

Summary: Currently Neighborhood Services Division handles the enforcement of codes and ordinances pertaining to individual property sites while the Building Division oversees the enforcement pertaining to the structures themselves once they qualify and meet the definitions for a dangerous structure as defined in Chapter 26 sec. 612. The adoption of the 2018 International Property Maintenance Code will help fill in the gap between these two processes. The intent of the International Property Maintenance Code is to ensure public health, safety, and welfare pertaining to the occupancy and maintenance of all existing structures and premises by establishing minimum standards and requirements that align with all other currently adopted codes and ordinances. One benefit from the adoption of this code is that it will offer both citizens and staff a single easy to understand location to reference most of the standards when dealing with maintaining all aspects of existing properties.

Recommendation: It is with the adoption of the latest Codes that the Building Department and Fire Department, & Neighborhood Services Division can continue to serve the public's interest in regard to life, health, and safety issues pertaining to properties within the City of Joplin, and staff requests the Council to approve the adoption of the 2018 International Property including amendments with an effective date of January 1st, 2024.

Attached is a draft of the Ordinance to adopt the codes and chapter 26 changes. The amended or changed portions have been marked through but included in an effort to help identify the changes.

COUNCIL BILL NO. 2023-286 ORDINANCE NO.

AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing Articles XII & XIII and enacting a new Article XII, Property Maintenance Code, and setting a date when this ordinance shall become effective.

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

Section 1. That Chapter 26, Buildings and Building Regulations, Article XII Housing Code & Article XIII Nonresidential Property Maintenance be repealed, and a new Chapter 26, Buildings and Building Regulations, Article XII, Property Maintenance Code, be enacted to read as follows:

~~"ARTICLE XII HOUSING CODE*~~ *PROPERTY MAINTENANCE CODE*

Sec. 26-691. - ~~Adopted~~ Property Maintenance Code Adopted

~~The city council, by the provisions of Ordinance No. 26434, enacted September 7, 1971, adopted a basic housing code for the city, which is on file in the office of the city clerk.~~
~~(Code 1977,18-1)~~ The **2018 Edition of the International Property Maintenance Code as supplemented or amended, is hereby adopted, and made a part herof by reference as the basic building code of the city. A copy** of said code as supplemented or amended, duly certified, **has** been and now **is** filed in the office of the city clerk.

Sec. 26-692. Amendments to the International Property Maintenance Code.

The property maintenance code adopted by **section 26-691** of this article is hereby amended, changed, and altered, as follows:

Section 101.1 is amended by inserting **[City of Joplin, Missouri]**

Section 302.3 is amended by adding "in accordance with chapter 114 and the city zoning ordinance."

Section 302.4 is amended by inserting **[12"]**

Section 305.7 is added – All display windows or storefronts constructed of glass or other transparent materials shall be kept clean and free of cracks, and no storage other than organized displays shall be permitted therein unless shielded from public view.

Section 308.2.1 is amended by adding "The storage, collection and disposal of refuse shall be in accordance with chapter 102, pertaining to solid waste."

~~Secs.26-692—26-710.-Reserved.~~ Secs.26-693---26-710.-Reserved

~~ARTICLE XIII. - NONRESIDENTIAL PROPERTY MAINTENANCE~~

~~DIVISION 1. – GENERALLY~~

~~Sec. 26-711. - Purpose of article.~~

~~The purpose of this article is to promote the health, safety, convenience, comfort, morals, prosperity and general interest, and welfare of the citizens of the city by establishing minimum standards and requirements for the maintenance of the exterior of nonresidential buildings and the premises they occupy.~~

~~**Sec. 26-712. - Scope of article.**~~

~~**(a)** The provisions of this article shall apply to every building and its premises used in whole or in part for nonresidential occupancy.~~

(b) This article establishes minimum standards for the maintenance of the exterior of buildings and grounds surrounding such buildings. This article does not replace or modify standards otherwise established by law for construction, replacement or repair of buildings and their grounds, but is cumulative of such standards and shall apply in addition to them.

Sec. 26-713. - Definitions.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building or structure means a detached building or structure used in a secondary or subordinate capacity to the main or principal building or structure on the same premises.

Approved means approved by the director, or his predecessor, as defined in rules and regulations.

Automobile establishment means any business dealing exclusively with the servicing, maintenance, repair, storage, wrecking or salvaging of motor vehicles.

Board means the building board of appeals.

Department means the department of public works of the city.

Deterioration means the condition of a building or part thereof characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay or neglect, lack of maintenance or excessive wear.

Director means the director of public works or an authorized subordinate representative.

Extermination means the control and extermination of insects, rodents or other pests by any legal pest elimination method.

Garbage means the animal and vegetable waste resulting from the handling, preparation, cooking, serving and nonconsumption of food.

Nonresidential property means any land or structure, whether public or private, that is adapted, used or occupied for purposes other than residential use.

Operator means any person who owns or has charge, care, control or management of a nonresidential property, or part thereof, and shall include a lessee.

Owner means any person who, alone or jointly or severally with others:

(1) Shall have legal title to nonresidential property, with or without accompanying actual possession thereof;

(2) Shall have charge, care or control of any nonresidential property as owner or as agent or personal representative of the owner; or

(3) Shall have possession or right to possession under a contract for deed.

Premises means a lot, plot or parcel of land, including all buildings or structures thereon.

Refuse means unwanted or discarded waste materials, in a solid or semisolid state, consisting of garbage, rubbish or a combination thereof.

Rubbish means solid wastes consisting of combustible and noncombustible waste materials from apartments and commercial, industrial and institutional establishments, including wastes and items commonly referred to as trash.

Weathering means deterioration, decay or damage caused by exposure to the elements.

(b) The definitions contained in sections 26-91 and 26-92 shall apply equally to this article, insofar as the context of this article may require.

Cross reference— Definitions generally, § 1-2.

Sec. 26-714. – Violations.

(a) It shall be unlawful for any person to:

(1) Use, occupy, operate, maintain, rent or let to another for occupancy any premises which fail to comply with the requirements of sections 26-791 through 26-793, 26-801 and 26-802, or cause or permit such acts to be done.

(2) Permit a building which has been temporarily closed to remain vacant and unrepaired for more than 180 days after the date of issuance of the closing or for more than 90 days after the expiration of any permit issued pursuant to section 26-627 of the Joplin City Code.

(3) Fail, neglect or refuse to obey any subpoena or final order of the building board of appeals.

(b) Every day that a violation continues shall be considered a separate offense, for which the violator may be arrested, tried and convicted without necessity for further notice.

Sec. 26-715. - Penalty.

(a) Any person convicted of a violation of this article shall be punished for that violation by a fine of not less than $25.00, but not more than $500.00, or by imprisonment for not more than 100 days, or by both such fine and imprisonment. All fines imposed shall be in accordance with the minimum fine schedule set out in subsection (c) of this section.

(b) Every day that a violation continues shall be considered a separate offense, for which the violator may be arrested, tried and convicted without necessity of further notice.

(c) Whenever the penalty is to be a fine or a fine and imprisonment, the fine shall be no less than the minimum amount set out in the following schedule:

First offense .....$ 25.00

Second offense 50.00

Third offense 250.00

Fourth offense 400.00

Fifth offense 500.00

In determining the applicable minimum fine, an offense shall be considered a recurring offense only if the defendant has previously pleaded or been found guilty of violating the same minimum standard at the same location.

Sec. 26-716. - Authority to prescribe additional regulations.

The director is authorized to make and promulgate reasonable and necessary rules and regulations to carry out provisions of this article. All such rules and regulations shall be filed in the office of the city clerk.

Secs. 26-717—26-730. - Reserved.

DIVISION 2. - ENFORCEMENT

Sec. 26-731. - Generally.

The director is hereby authorized and directed to administer and enforce all the provisions of this article. He shall cause periodic inspections to be made of premises to secure compliance with the requirements of this article.

Sec. 26-732. - Consent required for entry by enforcement officer; exceptions.

Whenever necessary to make an inspection or enforce any of the provisions of this article, the director may enter the premises at any reasonable time after consent for such entry has been requested and obtained from an owner, tenant or lessee of adult age. The director is authorized to enter the premises without consent to make an inspection or enforce any of the provisions of this article only when an emergency exists as prescribed by section 26-733 or when the premises are abandoned.

Sec. 26-733. - Emergency orders.

Whenever an emergency exists which requires immediate action to protect the public health, safety or welfare, the director may issue an immediate order directing the owner, occupant or other person in charge of the building to take such action as is necessary to correct or abate the emergency; or, if circumstances warrant, the director may act to abate or correct it. An emergency order shall be in lieu of the notice and order.

Sec. 26-734. - Inspection report.

In areas designated by the city for systematic code enforcement, the owner or occupant may first be given an inspection report listing the deficiencies found on the premises and requesting that the deficiencies be eliminated within a stated period of time, not to exceed 180 days. Such an inspection report shall also state that, if the deficiencies are not eliminated, a notice and order will be issued.

Sec. 26-735. - Service of notice and order.

Except in emergency cases, the director shall issue a notice and order stating the deficiencies found on the premises, identifying them as violations of this article and ordering the owner or occupant to correct such violations. This notice and order shall:

(1) Be in writing;

(2) Set forth the alleged violations of this article;

(3) Describe the premises where the violations are alleged to exist or to have been committed;

(4) Specify a period of 30 days for the correction of any violation alleged and advise the owner or occupant of his right to appeal;

(5) Be served upon the owner or occupant of the premises by delivery of a copy of the notice and order to him personally or by leaving such a copy at his usual place of abode with a member of the family over the age of 15 years, or by mail addressed to the owner or occupant or agent thereof. If one or more persons to whom such notice and order is addressed cannot be found after diligent effort to do so, service may be made upon such persons by posting the notice and order in or about the premises

described in the notice and order and by causing such notice and order to be published in a newspaper of general circulation.

Sec. 26-736. - Extension of time for compliance.

If evidence of repair or improvements which will eliminate the deficiencies listed in the notice and order provided for in this division is found by the director at the time of the re-inspection, he may allow an extension of time not to exceed 120 days, provided he determines the extension of time will not create or perpetuate a situation imminently dangerous or deteriorating to life or property.

Sec. 26-737. - Failure to comply with order.

At the end of the period of time allowed for the correction of any violation alleged, the director shall re-inspect the premises. If, upon re-inspection, the violations are determined by the director not to have been corrected, the director shall initiate legal proceedings in municipal court or shall order the premises vacated within 30 days, or both, unless a valid extension of time has been granted.

Secs. 26-738—26-750. - Reserved.

DIVISION 3. - TEMPORARY CLOSING OF BUILDINGS

Sec. 26-751. - Issuance of order to vacate.

Whenever the director finds that any occupied building or structure contains a condition which may endanger or materially impair the health, safety or well-being of an occupant and which violates this article, he may declare such structure unfit for human occupancy and order it to be vacated immediately and remain so until its certificate of reoccupancy is issued. Such order shall list the conditions which render the premises unfit for human occupancy and establish a time within which the building shall be repaired.

Sec. 26-752. - Violations rendering structure unfit for human occupancy.

Any one or more violations of division 5 of this article may be considered as conditions which may endanger or materially impair the health, safety or well-being of an occupant.

Sec. 26-753. - Service of order to vacate.

An order to vacate shall be served upon the owner and the occupants of the premises. Service of an order to vacate shall be in the same manner as provided in division 2 of this article for service of the notice and order.

Sec. 26-754. - Posting of order to vacate.

(a) Every order to vacate issued in accordance with this article shall be posted at or upon each exit of the building or structure and shall include the list of conditions which render the premises unfit for human occupancy. The order shall be substantially in the following form:

DO NOT ENTER
UNSAFE TO OCCUPY

The following conditions render these premises unfit for human occupancy:

It is a misdemeanor to occupy or permit any person to occupy this building or to remove or deface this notice.

Director of Public Works of City of Joplin, Missouri

(b) Such order shall not be removed or defaced after it is posted except with the knowledge and consent of the director.

Sec. 26-755. - Compliance with order to vacate; occupancy of posted structure.

(a) The building or structure shall be repaired within the time specified by the director, or it shall be temporarily closed in accordance with this article. No person shall occupy, remain in or enter any building which has been so posted, or allow or permit such entry or occupancy by any other person, until conditions necessitating the posting have been remedied; except that entry may be made to repair, demolish or remove such building under permit.

(b) Upon repair of any building or structure which has been posted by the director under section 26-754, an inspection shall be requested of and made by the director. If such building is determined to be fit for human occupancy, a certificate of reoccupancy so stating shall be issued.

Sec. 26-756. - Standards for closing building.

(a) *Temporary closing.*

(1) All buildings and structures which are temporarily closed as a result of an order of vacation by the director shall be closed and kept closed until the building or structure complies with the building code and this article or is demolished, in accordance with the following standards:

a. All exterior openings are to be closed.

b. Materials missing or broken shall be replaced by similar construction or may be replaced by solid wood construction of exterior grade plywood at least one-half inch thick.

c. Materials approved by the director may be used which provide equivalent protection to the building from those attempting to gain entrance.

d. Any materials used to close openings in exterior walls or open buildings shall be neatly installed in a manner substantially in accordance with recognized levels of workmanship for the building construction industry.

e. The roof shall be made watertight.

f. All loose and hanging exterior parts shall be removed.

g. All debris from the interior and exterior of the premises shall be removed.

(2) No building temporarily closed shall remain vacant and unrepaired for more than 150 days.

(3) If a building, temporarily closed as the result of an order of vacation by the director, remains closed in excess of one hundred fifty (150) days, a dangerous building case shall be initiated against the structure to determine whether the structure should be demolished or the owner of the structure may make application for a permit as provided by section 26-627 of the Joplin City Code subject to the conditions therein.

(4) If a building, temporarily closed as a result of an order of vacation by the director, is not closed and kept closed in accordance with the standards set forth in this subsection, a dangerous building case may be initiated against the structure to determine whether the structure should be demolished.

(b) *Voluntary indefinite closing.* All buildings and structures that do not meet the criteria for a permit as provided by section 26-627 of the Joplin City Code and that are voluntarily closed for an indefinite period shall be closed and kept in accordance with the following standards:

(1) A permit shall be obtained before commencement of work.

(2) All exterior openings are to be closed.

(3) Materials missing or broken shall be replaced by similar construction or may be replaced by solid wood construction of exterior grade plywood at least one-half inch thick.

(4) Materials approved by the director may be used which provide equivalent protection to the building from those attempting to gain entrance.

(5) Any materials used to close openings in exterior walls or open buildings shall be neatly installed in a manner substantially in accordance with recognized levels of workmanship for the building construction industry.

(6) All plywood shall be painted with two coats of exterior paint.

(7) The building or structure shall be baited for roaches and rodents.

(8) The roof shall be made watertight.

(9) All loose and hanging exterior parts shall be removed.

(10) All debris from the interior and exterior of the premises shall be removed.

Secs. 26-757—26-770. - Reserved.

DIVISION 4. - APPEALS

Sec. 26-771. - Generally.

Any person entitled to be served with a notice and order under section 26-735 shall have the right to appeal in writing to the building board of appeals from any order or action of the director taken in the enforcement of this article. An appeal shall be in such form and shall contain such information as the board may by regulation require.

Sec. 26-772. - Scope of appeal.

Only those matters or issues specifically raised by the appellant shall be considered in the hearing of an appeal under this division.

Sec. 26-773. - Filing of appeal.

Every appeal under this division shall be in writing and shall be filed by delivery to the office of the director within ten days from the date of the service of the order or the action appealed from.

Sec. 26-774. - Failure to appeal.

Failure of a person entitled to appeal under this article either to make appeal or to timely file his appeal shall constitute a waiver of his right to an administrative hearing and adjudication of his complaint, and such person shall be estopped to deny the validity of any order or action of the director which could have been timely appealed.

Sec. 26-775. - Stay of order pending appeal.

Except for orders to vacate and emergency orders, the timely filing of an appeal to the board under this division shall stay enforcement of the order appealed from until the appeal is finally determined by the board.

Secs. 26-776—26-790. - Reserved.

DIVISION 5. - MINIMUM ENVIRONMENTAL REQUIREMENTS

Subdivision I. - In General

Sec. 26-791. - Sanitation.

(a) All exterior property areas shall be maintained in a clean and sanitary condition and free from any accumulation of rubbish, trash, garbage or other noxious or offensive materials. The storage, collection and disposal of refuse shall be in accordance with chapter 102, pertaining to solid waste.

(b) Every operator shall furnish and maintain approved devices, equipment or facilities necessary to keep his premises safe and sanitary.

Sec. 26-792. - Insect and rodent control.

(a) Building and exterior property areas shall be kept free from insect and rodent infestation. Where insects or rodents are found, they shall be promptly exterminated by acceptable processes which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

(b) All nonresidential property shall be in compliance with chapter 62, article VI, pertaining to vector control.

Sec. 26-793. - Dock areas, stairs, porches and handrails.

(a) Every dock area, stair and porch shall be so constructed as to be safe to use and capable of supporting the loads to which it is subjected. They shall be maintained in sound condition and good repair. Treads and risers that evidence excessive wear or are broken, warped or loose shall be replaced. Where required for safety, an approved handrail shall be installed.

(b) All dock areas, stairs, porches and handrails shall be in compliance with all requirements, including prescribed loads, of article IV of this chapter.

Secs. 26-794—26-800. - Reserved.

Subdivision II. - Exterior Property Areas

Sec. 26-801. - Grading and drainage.

All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon, or within any building or structure located thereon.

Sec. 26-802. - Sidewalks, driveways and parking spaces.

Sidewalks and driveways shall be maintained in a safe and approved condition, and parking spaces shall be maintained in accordance with chapter 114 and the city zoning ordinance.

Sec. 26-803. - Noxious weeds.

All exterior property areas shall be subject to the requirements of chapter 54, article II, division 2, pertaining to weeds.

Sec. 26-804. - Hazardous or unsanitary conditions.

The exterior of the premises and all structures thereon shall be kept free of all hazards to the safety of occupants, pedestrians and other persons utilizing the premises, and free of unsanitary conditions.

Sec. 26-805. - Storage of wrecked or unlicensed motor vehicles.

Except where permitted by the terms of another law or ordinance, no wrecked or unlicensed motor vehicles shall be stored in the open on any nonresidential property, nor shall any such vehicle at any time be in any state of major disassembly or disrepair, nor shall it be in the process of being repaired, stripped or dismantled except in an automobile establishment. Emergency repairs to any currently licensed vehicle shall be permitted in order to permit such vehicle to be removed from the premises.

Sec. 26-806. - Accessory structures.

Accessory structures on the premises shall be structurally sound, and be maintained in good repair, or such structure shall be removed from the premises. The exterior of such structure shall be made weather resistant.

Sec. 26-807. - Fences and retaining walls.

All fences and retaining walls on the premises shall be structurally sound and constructed of approved materials. They shall be maintained so that they do not constitute a blighted influence or an element leading to the progressive deterioration and downgrading of neighborhood property value.

Secs. 26-808—26-820. - Reserved.

Subdivision III. - Building Exteriors

Sec. 26-821. - Foundations, walls and roofs.

Every foundation, exterior wall and roof and all other exterior surfaces shall be maintained in an approved state of maintenance, and all exterior surface materials must be protected against weathering and must be kept in repair. The foundation element shall adequately support the building at all points.

Sec. 26-822. - Exterior walls.

Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or to the occupied spaces of the building.

Sec. 26-823. - Roof.

The roof shall be structurally sound and tight, and shall not admit rain, and drainage shall be sufficient to carry water away from the roof. All downspouts and gutters shall be kept in good repair.

Sec. 26-824. - Windows, doors and hatchways.

(a) *Generally.* Every window, exterior door and basement hatchway shall be tight and maintained in sound condition and good repair and prevent the entrance of rodents, rain and surface drainage water into the structure.

(b)*Windows.* Every window shall be maintained in good condition, and fit tightly within its frame so as to exclude wind and rain as completely as possible from entering the structure. All windows shall be fully supplied with glass windowpanes, or an approved substitute, without open cracks or holes. Every other opening located within four feet of ground level shall be protected against the possible entry of insects and rodents.

(c) *Doors.* Every exterior door shall be maintained in good condition, and when closed shall fit well within its frame so as to exclude wind and rain as completely as possible from entering the dwelling or structure. Every door hinge and door latch shall be maintained in good condition.

Sec. 26-825. - Obstruction of exits.

~~There shall be no obstructions to or of fire escapes, stairs or ladders which may be used as escapes likely in the event of fire to interfere with the operation of the fire department or of the safety and ready egress of the occupants.~~

~~Sec. 26-826. - Permanent signs.~~

~~(a) All permanent signs and billboards exposed to public view, together with their supporting members, shall be maintained in good repair. Any signs which have excessively weathered or faded, or those upon which the paint has excessively peeled or cracked, shall, with their supporting members, be removed forthwith or put into a good state of repair.~~

~~(b) The provisions of this section shall apply in addition to the requirements of any other ordinance or law relating to permanent signs and billboards, and shall be cumulative thereof.~~

Sec. 26-827. - Display windows.

~~All display windows or storefronts constructed of plate glass or other transparent material shall be kept clean and free of cracks, and no storage other than organized displays shall be permitted therein unless shielded from public view.~~

~~Sec. 26-828. - Storefronts.~~

~~All storefronts shall be kept in good repair, shall be protected from weathering and shall not constitute a safety hazard or nuisance. If repairs to a storefront become necessary, such repairs shall be made with the same or similar materials used in the construction of the storefront in such a manner as to permanently repair the damaged areas. Any cornice visible above a storefront shall be protected from weathering and kept in good repair.~~

Sec. 26-829. - Awnings and marquees.

~~Awnings and marquees, including all fascias and soffits and structural overhangs or canopies, and their accompanying structural members shall be maintained in good repair and shall not constitute a nuisance or a safety hazard. If such awnings or marquees are made of cloth, plastic or similar materials, they shall be maintained in good condition and shall not show evidence of excessive weathering, discoloration, ripping, tearing or other holes. Nothing in this section shall be construed to authorize any encroachment on streets, sidewalks or other parts of the public domain.~~

~~Sec. 26-830. - Temporary signs.~~

~~Except for "For Rent" and "For Sale" signs, and except as otherwise provided in chapter 6, pertaining to advertising and signs, any temporary sign or advertising material glued or otherwise attached to a window or otherwise exposed to public view shall be removed:~~

~~(1) At the expiration of the event or sale for which it is erected; or~~

~~(2) Within 60 days after erection, whichever shall occur first.~~

~~Secs. 26-831—26-850. - Reserved.~~

Section 2. This ordinance shall become effective January 1st, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023.

_____
Douglas W. Lawson – Mayor

ATTEST:

_____
Holly Nagy – City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

Chapter 54 ENVIRONMENT[1]

ARTICLE I. IN GENERAL

Secs. 54-1—54-30. Reserved.

ARTICLE II. NUISANCES[2]

DIVISION 1. GENERALLY

Sec. 54-31. Authority of director of public health and welfare.

Nothing in this article shall be so construed as to interfere with the duties and powers of the director of public health and welfare in the condemnation and abatement of all matters defined by law as nuisances.

(Code 1977, § 25-1)

Sec. 54-32. Nuisances prohibited.

No person shall permit, cause, keep, maintain or do any nuisance or contribute to any nuisance as defined by the laws of this state, the provisions of this Code or the ordinances of the city, or cause or permit to be committed, caused, kept, maintained or done or contribute to the committing, causing, keeping or maintaining of any such nuisance within the corporate limits of the city or within one mile of the corporate limits of the city.

(Code 1977, § 25-2)

Sec. 54-33. Common law and statutory nuisances.

In all cases where no provisions are made in this article defining what are nuisances and how the nuisances may be removed, abated or prevented, in addition to what may be declared such in this article, those offenses which are known to the common law of the land and the statutes of the state as nuisances may, in case such

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[1]Cross reference(s)—Advertising noise, § 6-7; animals, ch. 18; buildings and building regulations, ch. 26; dangerous buildings, § 26-611 et seq.; floodplain management, § 26-651 et seq.; businesses, ch. 30; health and sanitation, ch. 62; manufactured homes and trailers, ch. 78; parks and recreation, ch. 86; planning, ch. 94; solid waste, ch. 102; streets, sidewalks and other public places, ch. 106; utilities, ch. 118; vegetation, ch. 122.

[2]Charter reference(s)—Authority to define and abate nuisances, § 2.15(23); authority to declare improper signboards, etc., to be nuisances, § 2.15(31); authority to enforce health measures in the city and within four miles thereof, § 2.15(32); authority to compel owners, etc., to correct conditions on property, § 2.15(53).

State law reference(s)—Expense of suppression of nuisances paid, RSMo 71.780.

offenses exist within the city limits, be treated as such, and proceeded against as provided in this Code, or in accordance with any other provision of law.

(Code 1977, § 25-3)

Sec. 54-34. Definition.

For the purposes of this article, the word "nuisance" is defined as any person doing an unlawful act, or omitting to perform a duty, or suffering or permitting any condition or thing to be or exist, which act, omission, condition or thing either:

(1) Injures or endangers the comfort, repose, health or safety of others;

(2) Offends decency;

(3) Is offensive to the senses;

(4) Unlawfully interferes with, obstructs or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch or drainage;

(5) In any way renders other persons insecure in life or the use of property; or

(6) Essentially interferes with the comfortable enjoyment of life and property, or tends to depreciate the value of the property of others.

(Code 1977, § 25-4)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 54-35. Enumeration.

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions is hereby declared to be and constitute a nuisance; provided, however, this enumeration shall not be deemed or construed to be conclusive, limiting or restrictive:

(1) *Substances emitting foul odors.* All substances which emit or cause any foul, noxious, unhealthful or disagreeable odor or effluvia.

(2) *Carcasses.* All carcasses of animals remaining exposed after death, except such animals as are killed for use as food.

(3) *Establishments emitting noxious odors.* Every soap factory, grocery, cellar shop, tannery, brewery, distillery, meat shop, sausage factory, beef or pork packing house, stable or barn which emits or causes any offensive, disagreeable or noxious smell or odor.

(4) *Foul liquids generally.* All slop, foul or dirty water, liquor, beer or saloon washings, and all filth, refuse or offal discharged through drains or spouts or otherwise thrown, swept or deposited in or upon any street, avenue, sidewalk, alley, lot, park, or public or private enclosure.

(5) *Hides.* All green or salted hides left or exposed in any open place for a longer period than six hours.

(6) *Odiferous matter.* All vegetables or other articles that emit or cause any offensive or disagreeable smell or odor.

(7) *Injurious or annoying articles.* All articles or things whatsoever caused, kept, maintained or permitted by any person to the injury, inconvenience or annoyance of the public or of any neighborhood.

(8) *Signs or other devices hanging over street or sidewalk.* All hanging signs, ropes, networks or other devices stretched over or across any street, avenue, alley or sidewalk, unless such devices are permitted by ordinance.

(9) *Refuse, garbage and ashes generally.* All ashes, cinders, slops, filth, excrement, sawdust, stones, rocks, dirt, straw, soot, sticks, shavings, oyster shells, cans, dust, paper, trash, rubbish, manure, refuse and offal, wastewater, chamber lye, fish, putrid meat, entrails, decayed fruit and vegetables, broken ware, rags, old iron or other metal, or old wearing apparel, all animal or vegetable matter, all dead animals, or any other offensive or disagreeable substance or thing thrown, left or deposited or caused to be thrown, left or deposited by anyone in or upon any street, avenue, alley, sidewalk, park, public or private enclosure, or lot, vacant or occupied, or pond or pool of water.

(10) *Accumulations of refuse.* The accumulation on any lot or piece of ground in the city of any refuse matter in such a manner as to be offensive or be injurious to the health of any person or of the neighborhood.

(11) *Burning materials creating noxious odor.* The burning within the city limits of any animal, vegetable or other substance, the burning of which creates or generates any disagreeable, noxious or unwholesome smell or odor.

(12) *Obstructing watercourse.* The placing or maintaining of any obstruction of any kind in any natural or living watercourse of the city so as to impede the natural flow of water therein.

(13) *Polluting water supply.* The doing of any act which shall tend to pollute or contaminate the water supply of the city.

(14) *Unwholesome or offensive standing water.* Any lot or piece of ground within the limits of the city on which there is a pond or pool of unwholesome, stagnant, impure or offensive water.

(15) *Wells containing impure water.* Any well or cistern on any property within the limits of the city, whenever a chemical analysis shows that the water therein is of an impure or unwholesome nature.

(16) *Airborne matter.* Sieving, agitating, handling or exposing lime, ashes, coal, dry sand, hair, feathers, dust or other substances liable to be blown by the wind to the injury, annoyance or inconvenience of the public or of any neighborhood.

(17) *Premises not connected with sewer.* Any improved real estate abutting upon or adjoining any sanitary sewer system but which is not connected to such sewer system.

(18) *Open storage of furniture or appliances.* All furniture, bedding, refrigerators, freezers, heating stoves, kitchen ranges, laundry and dishwashing equipment, air conditioning units, or any other such appliances, articles or equipment designed for use inside a dwelling unit if stored, placed or set upon the ground, on any open porch, in any attached carport, in any freestanding carport, or in any garage or shed that is without doors to conceal such articles.

(19) *Unsanitary buildings.* Any building or part thereof which, by reason of its unsanitary condition or of its being infected with disease, is unfit for human habitation, or which from any other cause is a source of sickness among the inhabitants of the city, or which otherwise endangers the public health.

(20) *Abandoned objects or equipment.* Abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans or containers.

(21) *Abandoned shafts or excavations.* Any open abandoned shaft or excavation.

(22) *Nonoperating vehicles.* Any partially dismantled, wrecked, junked, discarded or otherwise nonoperating motor vehicle remaining upon any public or private premises within the city not in an enclosed building or so located upon the premises as not to be readily visible from any public place or from any surrounding private property.

(23) *Offensive garbage, rubbish or trash.* The accumulation on any lot or piece of ground in the city of any garbage, rubbish or trash in such a manner as to be offensive or be injurious to the health of any person or of the neighborhood.

(24) *Dumping of rubbish, garbage or trash.* Placing, leaving, dumping or permitting to accumulate any rubbish, garbage or trash in any building or on any premises, improved or vacant, or on any open lot, alley or public right-of-way in the city.

(Code 1977, § 25-5)

Sec. 54-36. Notice to abate.

Whenever the director of health shall ascertain or have knowledge that a nuisance exists in or upon any house, building, lot or premises within the city or within one mile of the corporate limits of the city, he shall, in writing, notify the owner or person occupying or having possession and control of such house, building, lot or premises to abate or remove such nuisance within a time to be specified in such notice; provided, however, that when the owner of the property is a nonresident of the city and no person occupies, possesses or controls such building, lot or premises, no notice need be served on such owner if the council shall first find and declare that the abatement of such nuisance is required for the protection and preservation of the public health, safety and welfare and that an emergency exists for the abatement of such nuisance.

(Code 1977, § 25-6)

Sec. 54-37. Failure to comply with notice.

Any person who shall be notified to abate a nuisance, and who shall fail, neglect or refuse to obey and comply with the provisions of such notice within the time therein specified, shall be deemed guilty of a misdemeanor.

(Code 1977, § 25-7)

Sec. 54-38. Right of entry for abatement purposes.

Members of the police force and the officers of the department of public health and welfare of the city are hereby authorized and required to go in the daytime in and upon any house, building, lot or premises, public or private, for the purpose of removing or abating any nuisance thereon.

(Code 1977, § 25-8)

Sec. 54-39. Abatement by city.

If the owner or person occupying or having possession and control of any premises upon which a nuisance exists in violation of this division does not abate the nuisance within the time stated in the notice to abate such nuisance, the city may enter upon such premises and abate such nuisance. The costs and expenses of such abatement by the city shall, like taxes, be a first lien on the property affected thereby until paid.

(Code 1977, § 25-9)

Sec. 54-40. Legal action by private persons.

Any person who, by reason of another's violation of any provision of this article, suffers special damage to himself different from that suffered by other property owners throughout the city generally, may bring an action to enjoin or otherwise abate an existing violation.

(Code 1977, § 25-10)

Sec. 54-41. Summary abatement.

Whenever a nuisance clearly exists in the city, the continuance of which, in the judgment of the director of public health and welfare, will be dangerous to public health, the director may declare such condition to be such a nuisance and dangerous in its continuance, and enter such declaration in the records of his office, and shall then immediately abate such nuisance, without notice.

(Code 1977, § 25-11)

Secs. 54-42—54-60. Reserved.

DIVISION 2. WEEDS[3]

Sec. 54-61. Declaration of nuisance.

The presence of weeds, brush and other rank vegetation of a height of more than 12 inches allowed to grow and stand upon any lot or tract of ground, including any right-of-way that might be adjacent thereto, within the city limits is hereby deemed and declared to be a nuisance and in violation of this division, and shall be a misdemeanor. Each day on which such violation continues shall constitute a separate offense.

(Code 1977, § 25-21)

Sec. 54-62. Duty to cut weeds.

The owners or occupants of lots or tracts of land, including any right-of-way that might be adjacent thereto, are hereby required to keep high weeds, brush and other rank vegetation cut to a height of 12 inches or less, and any owner or occupant of the lot or tract of land failing to do so shall be deemed guilty of a misdemeanor. Each day on which such violation continues shall constitute a separate offense.

(Code 1977, § 25-22)

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[3]Charter reference(s)—Authority to compel owners, etc., to remove weeds, abatement by city after notice, § 2.15(53).

Cross reference(s)—Vegetation generally, ch. 122.

Sec. 54-63. Abatement by city.

(a) *Notice not required.* If the owner or occupant of property fails to comply with section 54-62, the city shall not be required to give any notice to the owner of such violation of section 54-62, and the city may enter upon the lots and cut and remove the weeds, brush and other rank vegetation, and the cost of the cutting or removal of the weeds, brush and other rank vegetation shall be charged as a special lien against the lots and tracts of land and a special tax bill will be issued.

(b) *Work may be done by city or private contractor.* If weeds, brush and rank vegetation have not been cut or removed from the premises, the director of public works may cause the weeds, brush and rank vegetation to be cut and removed by employees of his department on a cost basis, or, in the alternative, may request bids from private individuals either on the basis of individual lots or on a square-foot basis for a period of time not to exceed one year covering present and future weeds, brush and high rank vegetation removal during the period of the contract. The cost of cutting or removal of the weeds, brush and rank vegetation shall be charged as a special lien against the lots and tracts of land and a special tax bill will be issued therefor.

(c) *Determination of costs; payment to contractors.* Following the cutting and removal of vegetation referred to in this section, the city shall ascertain the cost against each lot or tract of ground, and if the services have been performed by an individual or independent contractor, payment shall be made to him from General Fund Account No. 32-317.

(d) *Payment of costs; costs declared lien; special tax bill.*

(1) The cost of cutting and removing weeds, brush and other rank vegetation, and the abatement of the nuisances caused thereby, may be assessed and collected as a lien on the property affected thereby. As soon as the costs of the cutting and removal of weeds and rank vegetation and the abatement of the nuisance caused thereby shall be determined, the city shall notify, by letter deposited in the United States mail, the owners, lessees or agents in control of the property of the cost. If after 30 days after the mailing of the notices the costs of cutting and removing the weeds, brush and rank vegetation and the abatement of the nuisance caused thereby is not paid, the city shall assess and charge against the tracts of land from which the weeds, brush and rank vegetation have been cut or removed the cost of the cutting or removal, which assessment shall be a lien on the property charged from the date of the issuance of a special tax bill, which shall bear interest at the rate of seven percent per annum until paid. Within 30 days after the issuance of the tax bill, the director of finance shall record the tax bill in the special tax record, showing the property assessed, the date of issuance and the rate of interest thereon.

(2) Immediately upon receipt of such special tax bill, the director of finance shall give notice, by mail or otherwise, as may be provided by ordinance, to the parties named in such tax bill, of the issuance of the tax bill against the tracts of land in which they appear to be respectively interested as appears by such assessment, describing such tracts of land and stating in general terms for what purpose such tax bills were issued, and the amount, rate of interest and when and where payable. Such assessment, when collected by the director of finance, shall be credited to the general fund.

(Code 1977, §§ 25-23—25-26; Ord. No. 2013-260, §§ 1, 2, 11-18-13)

Secs. 54-64—54-80. Reserved.

DIVISION 3. FENCES

Sec. 54-81. Permitted fences; construction standards.

It shall be unlawful for any person to erect or maintain any fence or other like structure except as follows:

(1) Privacy fences may be erected on any lot, except as provided in section 54-83, and shall be no more than eight feet high and shall not be located closer to the front property line than the nearest portion of the rear of the building.

(2) Decorative fences may be erected on any lot, except as provided in section 54-83, and shall be no more than four feet high and be of open construction.

(3) Security fences may be erected on any business or industrial lot to a height of not more than 12 feet. The top four feet must be of open wire, woven wire or barbed wire construction.

(4) Open wire fences for the enclosure of private tennis courts may be constructed to a height of no more than 12 feet, but must be set back from all property lines at least six feet. Such fences may be of any material, except as provided in section 54-83. The top four feet must be of open wire or woven wire construction.

(5) Materials for construction of a privacy fence must be wood, except that posts may be made of metal. Maximum board width is 12 inches for solid, staggered or basket weave fences. Solid panels such as plywood, wafer board, etc., will not be allowed, except around construction sites for public safety, and such fences must be removed when the construction project is completed.

(6) 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, except as provided in section 54-83.

(7) All framework of a wood fence, whether a privacy fence or a decorative fence, must be on the inside portion of the fence, and all posts of a wire fence must be inside of the fabric. All posts (except metal "T" line posts) must be set in concrete to a minimum depth of 18 inches and shall be a minimum of four inches by four inches. Metal "T" posts may be driven.

(Code 1977, § 25-27)

Sec. 54-82. Maintenance.

No person shall permit, cause, keep, maintain or allow a fence within the corporate limits of the city in a dilapidated or dangerous condition.

(Code 1977, § 25-28)

Sec. 54-83. Barbed wire fences, electrified fences and other dangerous fences.

Any person who shall place or permit to be placed or remain on or along any railroad or building front or any part of a building, fence or premises adjacent or contiguous to any right-of-way or public way or residence any spikes or sharp-pointed cresting, or any barbed wire or other things, except as permitted in section 54-81(3), or electrified fence, dangerous or liable to tear, snag, cut or injure anyone coming in contact therewith, shall be deemed guilty of a misdemeanor.

(Code 1977, § 25-29)

Sec. 54-84. Violations declared nuisance.

All fences or other like structures erected or maintained in violation of this division are hereby deemed and declared to be a nuisance, and any owner or occupant of a lot or tract of land upon which such nuisance exists shall be deemed guilty of a misdemeanor. Each day on which such violation continues shall constitute a separate offense.

(Code 1977, § 25-30)

COUNCIL BILL NO. 2023-286 ORDINANCE NO.

AN ORDINANCE amending Chapter 26 Buildings and Building Regulations by repealing Articles XII & XIII and enacting a new Article XII, Property Maintenance Code, and setting a date when this ordinance shall become effective.

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

Section 1. That Chapter 26, Buildings and Building Regulations, Article XII Housing Code & Article XII Nonresidential Property Maintenance Code be repealed, and a new Chapter 26, Buildings and Building Regulations, Article XII, Property Maintenance Code, be enacted to read as follows:

"ARTICLE XII PROPERTY MAINTENANCE CODE*

Sec. 26-691. - Property Maintenance Code Adopted.

The **2018** Edition of the International Property Maintenance Code as supplemented or amended, is hereby adopted and made a part hereof by reference as the basic building code of the city. **A copy** of said code as supplemented or amended, duly certified, **has** been and now **is** filed in the office of the city clerk.

Sec. 26-692. - Amendments to the International Property Maintenance Code.

The property maintenance code adopted by **section 26-691** of this article is hereby amended, changed, and altered, as follows:

Section 101.1 is amended by inserting ***[City of Joplin, Missouri]***

Section 302.3 is amended by adding "in accordance with chapter 114 and the city zoning ordinance."

Section 302.4 - is amended by inserting ***[12"]***

Section 305.7 is added – All display windows or storefronts constructed of glass or other transparent materials shall be kept clean and free of cracks, and no storage other than organized displays shall be permitted therein unless shielded from public view.

Section 308.2.1 is amended by adding "The storage, collection and disposal of refuse shall be in accordance with chapter 102, pertaining to solid waste."

Sec. 26-693—26-710.-Reserved.

Section 2. This ordinance shall become effective January 1st, 2024.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023.

_____
Douglas W. Lawson – Mayor

ATTEST:

_____
Holly Nagy – City Clerk

APPROVED AS TO FORM

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-607 – Approving a contract with Olsson Studio to complete Ewert Splash Park Project.

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2023-607 Ordinance; Exhibit "A" Olsson Studio Contract; Exhibit "B" Olsson Studio Scope of Work; Exhibit "C" City of Joplin RFQ with Addendum; Exhibit "D" Summary of Scores and Comments

REVIEWED BY
Department Head: Leslie Haase; Parks Director: Paul Bloomberg; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a contract with Olsson Studio to complete the Ewert Splash Park Project.

BACKGROUND
In July of 2020, the City Council approved the contract for Waters Edge Aquatic Design to conduct the Ewert Pool Study. This study evaluated three items: Does the City of Joplin need three pools, what is the appropriate number of pools for a community this size and provide a current structural analysis of Ewert Pool. We also wanted this study to analyze different options for future uses at the location. After several public engagement meetings and speaking to community stakeholders it was recommended and approved by City Council in February 2021 to convert Ewert Aquatic Center into a community splash park with an ice ribbon.

Ewert Splash Park was included as a project in the Parks Stormwater ¼ cent Sales Tax Renewal which was approved by voters in the August 2021 elections. Other amenities included into this project, through the Parks Master Plan Road Map, were converting the tennis courts into a multi-use covered sport court, an amphitheater where the current triangle basketball court sits, park kiosks which would highlight the history of Ewert Park, replace/upgrade existing playground, and add security lighting and cameras throughout the park.

Summary of Bid Process:
June 22, 2023, an RFQ for proposals was issued and on July 24, 2023, the following bids were received in response to the Ewert Splash Park project RFQ submittal:

- Olsson Studio
- SWT Design
- Landworks Studio
- Confluence
- Gateway Design

A City staff team was assembled to assess the bids as set forth in the RFQ. The team was Paul Bloomberg, Tony Robyn, Patrick Tuttle, Dan Johnson, Greg Bertoncino, Leslie Haase, and Dakota Rusk. The bids were assessed as follows:

40% Methodology - that the vendor will use to conduct work outlined in RFQ and evidence of ability to perform the work described herein.
35% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
15% References – will be based on references submitted as part of RFQ but can include clients not submitted.
10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Each staff member independently evaluated the bid responses and scored them based on the above criteria. A summary of the preliminary scores and detailed comments related to the scores is attached for your review. From the total preliminary scores, the two firms were then interviewed.

Finalist Process Summary:

Finalist interviews for the Ewert Splash Park project were held on Thursday, August 10th. The City staff team that participated in the finalist interviews were Paul Bloomberg, Greg Bertoncino, Leslie Haase, and Dakota Rusk. A listing of questions was provided to each finalist prior to their presentation. The finalists were asked to address the questions in their presentations and each team was given 30 minutes to present, with 15 minutes for questions. The presentations occurred as in-person meetings. The presentation teams represented the staff that would be assigned to work on the project.

City staff scored the finalist presentations on a 50-point basis with 20 points for methodology, 15 points for experience and 15 points for staff. Each staff member independently scored each finalist. A summary of the final scores and detailed comments related to the final scores is attached for your review. Olsson Studio had the highest final score for the Ewert Splash Park project and has submitted the best overall bid.

FUNDING SOURCE

This item is included in the City Council budget.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

NOTICE OF REQUEST FOR QUALIFICATIONS

REQUEST FOR PROPOSAL NO. 2023-RFP-04

EWERT SPLASH PARK

RFQ Due Date: 10:00 A.M., July 24th, 2023

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Paul Bloomberg, Parks Director
Email: pbloombe@joplinmo.org

Phone: 417-625-4750

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Qualifications number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Qualifications.

June 22, 2023
Issue Date

CITY OF JOPLIN, MISSOURI

The City is accepting submissions for Engineering/Architectural design, plans, specifications, and construction administration services for a new splash park in Ewert Park, located at 615 South Murphy Boulevard in Joplin. The Park is in the center of Joplin and the property is owned by the City.

Planning for the new splash park was provided by Waters Edge Aquatic Design through the Ewert Pool Study which was completed in 2021. The final conceptual drawing will be made available to the selected firm.

The new splash park is expected to include:

- Colored concrete and artificial turf, playground surfacing under dry play structure
- Additional shade structures (5), existing shade structure at the bathhouse will remain
- Ground sprays (33)
- Tall and larger sprays (8)
- Water table (1)
- Spray arches (1)
- Wet boulder sprays (2)
- Wet play structure (1)
- Dry play structure (1)
- Dry boulder play unit (1)
- Ice rink (12' width, 4,920 s.f.)
- Landscaping
- Bathhouse & buildings:
    - Reconfigure entry/admission area
    - Relocate men's shower tree
    - Add 2 family changing rooms
    - Condition the bathhouse to utilize in the winter months (for ice skating)
    - Basic interior and exterior aesthetic improvements
    - Recoat roof
    - Improvements to the entrance between the bathhouse and concession building

The pool has been an integral part of Ewert Park for nearly a century, and the history behind how and why the park and pool were developed are of importance to the community. Strategies and methods for educating on and incorporating that history should be recommended in this build.

The items above reflects a "nature" theme, as that was one theme explored and showcased in the 2021 study. However, after public, city, and committee input, a theme of Route 66 is more desired for the final design. The magnitude of cost can be expected to apply to the Route 66 theme as well, with some variance on pricing for custom pieces.

REQUEST FOR QUALIFICATIONS

Qualified firms interested in providing professional design services for the new splash park should submit qualifications according to the specifications below. Interested firms shall be licensed aquatics design firms in the State of Missouri.

Deadline
Sealed proposals are due (must be *received*) by (**Monday, July 24, 2023, at 10:00pm Central Time**) to the City at the address above. One (1) original and (2) complete copies of the submission is to be mailed and delivered in a sealed envelope clearly marked with "Ewert Splash Park RFQ" on the outside of the package. Late submissions will not be accepted.

Contact Person
Inquiries regarding this RFQ can be directed to the person listed on the front page. Inquiry must be submitted via email no later than (July 6, 2023).

SCOPE OF SERVICES

The selected firm will work with the City and selected representatives on completion of the project, which will include the following traditional project delivery method services below. Construction management and design-build delivery methods are not being considered.

A. Preliminary Design
- **a.** Facilitate project kickoff meeting to understand and confirm expectations, including but not limited to features, amenities, recirculation system type, accessibility, surfacing, utilities, site constraints, required permits, and project timeline.
- **b.** Confirm and/or refine developed concepts, site plans, and costs.

B. Design
- a. Coordinate topographic surveys, utility investigations, and geotechnical evaluation. These site investigation services will be contracted separately with the City.
- b. Prepare full and complete plans, specifications, and construction documents for bidding.

C. Bidding
- **a.** Assist with bidding and award process.
- **b.** Reviews and assist with selecting a contractor.

D. Construction Administration
- **a.** Attend meetings, including
  - **i.** Pre-construction
  - **ii.** Progress meetings
  - **iii.** Substantial, final, and warranty walk-throughs
- **b.** Construction Administration
  - **i.** Submittals and shop drawings
  - **ii.** Requests for information
  - **iii.** Pay applications
  - **iv.** Change order requests

c. Construction Site Visits
  i. Inspection throughout construction with periodic site visits
  ii. Inspect critical or milestone components

PROPOSAL SUBMISSION REQUIREMENTS

Interested firms must submit qualifications that demonstrate their experience in performing similar projects. Submissions must include a response addressing the following information:

Company Profile
Provide the following information relative to your firm:

A. Firm name and business address, including telephone and facsimile numbers, and e-mail address.
B. Year established (include former firm names and year established). Identify the country and state in which the firm was incorporated or adopted.
C. Provide the Firm's type of ownership and, if applicable, parent company or subsidiaries. Include dates of any corporate mergers and/or acquisitions, including all present and former subsidiaries with dates of any and all restructuring since the founding date. Also, provide any licensure in Missouri.
D. Clarify the business address and telephone number of the office(s) at which the work is to be accomplished (if different than item #A). Also include the name, address, and telephone number of the project manager, if different than item A.

Organizational Structure
Describe your firm's organizational structure and discuss how you anticipate organizing your project team for this engagement.

Key Staff Resumes
Provide a listing of key project team members who will be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people proposed for the project must actually participate. If, because of extenuating circumstances, a member must be replaced, the City must approve the new member.

Experience and Qualifications
Set forth your experience and qualifications as they relate to the proposed project in terms of technical scope, tasks involved, deliverable products, and other elements of the work as they relate to the evaluation criteria and all requirements of this RFQ. The Proposal should provide all information which the Consultant considers pertinent to its qualifications for performing the work called for by the RFQ.

References
Each Consultant must furnish a minimum of three (3) references. References should be listed for similar type work as requested in this RFQ. Each reference must identify and describe the project worked on and specify the originating and final project manager for the party providing the reference. References may or may not be reviewed or contacted, at the sole discretion of the City.

PROJECT SCHEDULE

The City anticipates that the following timetable will apply to this RFQ. The dates following the June 22, 2023 RFQ issue date are subject to change:

Activity	Date
RFQ issued	June 22, 2023
RFQ Due Date	July 24, 2023
Finalist Interviews (if required)	August 3 & 4, 2023
Vendor Selection	August 7,2023
Present Contract to Council for Approval	September 4, 2023
Start Project Construction	May 2024
Project Completion	Spring 2025

Addenda to the RFQ and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications, or revisions of the RFQ, or any other matters that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFQ.

Any question, request for clarification, or request for additional information regarding this RFQ should be submitted no later than July 6, 2023 via e-mail to pbloombe@joplinmo.org, or in writing, to Paul Bloomberg (Attn: Ewert Splash Park RFQ), City of Joplin, 3301 West 1st Street, Joplin, MO 64801. No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFQ, the Consultant is requested to contact the Parks Department, at the above address.

PROPOSAL EVALUATION AND SELECTION

Proposal Evaluation Process

Proposals, which the City determines in its sole discretion, that are deemed responsive to this RFQ, will be reviewed and evaluated by the City. The City reserves the right to request Consultants to make one or more presentations to the City at the City's offices at the Consultant's sole cost and expense, addressing Consultants' ability to achieve the scope of work of this RFQ. Proposals will be evaluated, in part, according to whether the Consultant meets the minimum qualifications and submits a proposal complying with all the requirements of this RFQ.

Evaluation of vendor proposals will be based on the following criteria:

- 40% Methodology - that the vendor will use to conduct work outlined in RFQ and evidence of ability to perform the work described herein.
- 35% Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
- 15% References – will be based on references submitted as part of RFQ but can include clients not submitted.

10% Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

Responsibility for Costs
The Consultant shall be fully responsible for all costs associated with the development, preparation, transmittal, and submission of any Proposal or material submitted in response to this RFQ. The City assumes no contractual or other obligations as a result of the issuance of this RFQ, the preparation or submission of a Proposal by a Consultant, the evaluation of Proposals, or the selection of any Consultant for further negotiations.

Contract Terms and Conditions
The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFQ and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection, and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFQ, including the form of agreement, the City reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFQ. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFQ, if, in the sole judgment of the City, it is in the best interest of the City to do so.

Exhibits
The following exhibits are referenced in this RFQ, incorporated into and made a part of this RFQ:

A. City of Joplin Standard Professional Services Agreement

FORMAT AND CONTENT OF PROPOSAL

Proposal Terms and Conditions
The following terms and conditions apply to submitting proposals in response to this\Request for Qualification:

Interviews
The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)

Request for Additional Information
The proposer shall furnish such additional information as the City of Joplin may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.

Acceptance/Rejection/Modification to Proposals
The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

Proposals Binding
All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

Proposer's Certification
By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

Non-exclusive Contract
The agreement resulting from this RFQ shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.

Late proposals
Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Joplin is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.

Completeness
All information required by the Request for Qualifications must be supplied to constitute A legitimate proposal. The City of Joplin reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFQ does not affect this right.

Execution of Agreement
It is anticipated the City will make their selection of a firm by August 7, 2023. The successful proposer shall enter into a contract with the City for the performance of work awarded to him and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

SUBMISSION OF PROPOSALS

In order for the City to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

Proposal Due Date
Sealed proposals with one (1) original and two (2) complete copies will be received at the Parks Department no later than **10:00 a.m. July 24, 2023**. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery
CITY OF JOPLIN
PAUL BLOOMBERG
DIRECTOR OF PARKS AND RECREATION
3301 WEST 1ST STREET
JOPLIN, MO 64801
Submitted envelopes should be marked: "REQUEST FOR PROPOSAL– "#2023-RFP-04: Ewert Splash Park, 10:00 AM; Monday, July 24, 2023"

Amendments
If it becomes necessary to revise or amend any part of this Request for Qualification, the City will furnish the revision by written Amendment to all prospective proposers who received an original Request for Qualification.

Proposal Evaluation Process
The steps and activities in the proposal process will include the following:

The City will review and evaluate all proposals submitted in response to this Request for Qualifications (RFQ). The City shall conduct a preliminary evaluation of all proposals based on the information provided and other evaluation criteria as set forth in this Request for Qualifications or as reasonably determined by the City.

The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFQ. Failure to comply with any mandatory requirements may disqualify a proposal.

Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.

The City will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short-listed firms.

The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.
The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

“NOTICE: This Agreement is included as a sample only and should not be considered a final document. Any agreement between the City and a successful bidder may be significantly different than the agreement attached following legal review.

EXHIBIT A

CONTRACT NO._____

ADDRESS & PHONE OF CITY
Parks Department
3301 West 1st Street
Joplin, MO
417-625-4750

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2023, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in **Request for Proposal #2023-RFP-04** which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated July 24, 2023 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the best Offeror for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as Exhibit C;

NOW, THEREFORE, the parties to the contract agree to the following:

1. The City agrees to engage the Consultant and the Consultant agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth in Exhibit C.

2. The services of the Consultant shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Consultant in Exhibit B. The term of the Agreement shall be for the period specified in Exhibit C.

3. The City agrees to pay the Consultant in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Consultant.

4. All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Consultant without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. The Consultant shall fully coordinate its activities in the performance of the contract with the activities of the City.

6. The Consultant represents that Consultant will secure at Consultant's own expense; all personnel required to perform the services called for under this contract by Consultant. Such personnel shall

not be employees of or have any contractual relationship with the City except as employees of the Consultant. All the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

7. **Termination:** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of the City become its property.** The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Consultant 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 Consultant.

8. **Assignment:** The Consultant 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 Consultant 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. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

10. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Consultant and processed through the Division of Purchases. Upon request by the City, the Consultant shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto and, (3) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Consultant's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Consultant, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Consultant's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Consultant is cautioned that the proposal shall be subject to acceptance without further clarification.

12. **General Independent Consultant Clause:** This agreement does not create an employee/employer relationship between the parties. It is the parties intention that the Consultant will be an Independent Consultant 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 Contributions 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the public employer, that is has a full opportunity to find other business, that is 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 Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

13. The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.

14. **Certification of Non-Resident/Foreign Consultants:** If the Consultant is a foreign corporation or non-resident Consultant, it is agreed that the Consultant shall procure and maintain during the life of this contract:

    A. 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 RSMo.

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

15. **Nondiscrimination:** The Consultant 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 Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant 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 Consultant further covenants that in the performance of this contract no person having such interest shall be employed.

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. 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 insurance. Such notices shall be mailed, return receipt requested to:

    City Attorney
    City of Joplin
    602 South Main
    Joplin, MO 64801

19. **Liability and Indemnity:**

A. In no event shall the City be liable to the Consultant 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 Consultant 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 there under (the Consultant 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 Consultant.

C. The Consultant 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 Consultant hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, 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. Consultant affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Consultant'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.

20. **Conflict of Interest:** 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 RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between 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.

22. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

23. **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.

24. **Notices:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to Division of Purchases, 602 South Main, Joplin, Missouri, 64801, and the Consultant at the address indicated. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the date first above written.

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit B

NOTICE OF REQUEST FOR QUALIFICATIONS ADDENDUM #1

REQUEST FOR QUALIFICATIONS NO: EWERT SPLASH PARK 2023-RF-04

DESCRIPTION

The City of Joplin invites qualified firms to submit sealed proposals for a Splash Park for the City of Joplin, Missouri.

RFQ Due Date: 10:00 A.M., CDST, Monday, July 24th, 2023

Location: Parks Department, 3301 West 1st Street, Joplin, MO 64801

Owner Representative: Paul Bloomberg Email: pbloombe@joplinmo.org

Phone: 417-625-4750

Addendum #1-Additional park projects; Clarification on licensed aquatics design firms in the State of Missouri

The City of Joplin is modifying the Ewert Splash Park RFQ by adding the following items based on the recommendations in the Parks Masterplan conducted by Landworks Studio in 2021. These items should be included in the Ewert Park design:

- *Ice Ribbon (rink) 12' wide, 4,290 sf ribbon that will weave in and around the splash park area. This will include lighting and an underground refrigeration system.*
- *Covered basketball / multiuse court that will take the place of the existing tennis courts. The covered court will include lighting, outlets, and a water fountain.*
- *An amphitheater south of the aquatic center, which will replace the current triangle shaped basketball court. This amphitheater will provide visibility to a minimum of 200 spectators, power will be provided for portable speaker systems, and lighting will be included for nighttime events.*
- *A park kiosk in a location that complements the amphitheater and other new park elements. The kiosk will incorporate design elements that highlight the history of Ewert Park. In addition to the kiosk, there will be interpretative signage at various locations throughout the park that highlight the park's history.*
- *The existing playground will be replaced with a new playground that will include a poured-in-place rubberized playground surface.*
- *Provide security in the parks will be enhanced with the addition of security lighting and camera systems within the park. Must conform and integrate with existing and proposed systems elsewhere.*

Qualified firms interested in providing professional design services for the new splash park should submit qualifications according to the specifications below. Interested firms shall have a ***TEAM*** *member who is a licensed aquatics design firm in the State of Missouri.*

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Request for Qualifications for the above referenced project. Please include a signed copy of this addendum with your qualification's submission.

_____
Company Name

_____
Signature

_____
Printed Name, Title

SUMMARY OF FINALIST INTERVIEW COMMENTS FOR RFQ ANALYSIS

EWERT SPLASH PARK PROJECT

AUGUST 10, 2023

Olsson Studio

- Relationship to the community and increase awareness of Parks history.
- Team specifically built to handle different facets of design/build.
- The have formed an incredibly experienced team.
- Talked about several grant opportunities available.
- Crime prevention through environmental design. Have someone certified on staff.
- Understand our staffing issues, incorporate systems that will help with low maintenance.

SWT Design

- Wants to bring Ewert Park back to its glory.
- Seems as though their vision is more park and its amenities than the splash park.
- Holistic approach for destination park, incorporating history important.
- Balanced team with strong prospective.
- Utilize resilient materials to help focus on long term maintenance.
- Work with City to develop plan.

CITY OF JOPLIN
EWERT SPLASH PARK RFQ
Finalist Interview Scores
10-Aug-23

VENDOR NAME	SCORE	SCORE	SCORE	SCORE	TOTAL SCORE	OVERALL AVG SCORE
Olsson Studio	49	50	45	49	193	48.3
SWT Design	47	48	43	46	184	46.0

CITY		ENGINEER	
CITY OF JOPLIN **602 S MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S Main Street, Suite 503 Joplin, MO 64801	
Attention: Paul Bloomberg		Attention: KOREY SCHULZ	
Department: Parks and Recreation		Phone: 417.781.0643	Fax: 417.781.4714
Phone: 417.625.4750	Fax:		

WORK AUTHORIZATION NUMBER _____
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

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

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

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number _____ exceed the sum of Eight Hundred Forty-Eight Thousand Dollars ($848,000.00). Phase 600 additional services total compensation and reimbursement will not exceed Eighteen Thousand Dollars ($18,000.00). Phase 700 additional services total compensation and reimbursement will not exceed Three Hundred Thousand Dollars ($300,000.00).

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

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

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

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

As of January 1, 2023, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson, Inc.

By: Ronald L. Mersch

Printed Name: Ronald L. Mersch

Title: Chief Operating Officer

Date: September 29, 2023

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

Date: _____

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated September 25, 2023 between City of Joplin, Missouri Parks and Recreation ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Joplin, Missouri

Project Description: Ewert Park

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Schematic Design

Project Kick-Off, Research, and Analysis

Olsson will review Project relevant codes and ordinances and will meet with Client and Project design team to verify status of site, zoning requirements, Project schedule and milestones, and site improvement issues. Olsson will review past improvement plans and studies for Project site, as provided by Client.

Topographic Survey and Orthorectified Aerial Image

Olsson will perform a topographic survey and provide an orthorectified aerial image for the area shown in red on the attached Exhibit A. Topographic survey data shall depict contours at one (1)-foot vertical intervals, physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, and underground utilities located by Missouri 811. Survey shall be tied vertically to NAVD 1988 Vertical Datum and horizontally to Missouri State Plane Coordinate System NAD 83–West Zone-US Survey feet. Survey provided will be provided in AutoCAD file format only. Prior to releasing AutoCAD file, Client shall sign and return attached Design and AutoCAD File Release and Indemnification Agreement.

Olsson shall provide survey services using a combination of traditional ground survey methods and an unmanned aerial vehicle (UAV). UAV survey will be conducted under supervision of Olsson's professional land surveyor and certified commercial UAV pilot. Survey limits include:

- Northern limit: centerline of 5th Street, approximate north right-of-way line of railroad spur, and north edge of pavement of Minnesota Avenue
- Eastern limit: centerline of School Avenue
- Southern limits: north curb line of 7th Street
- Western limits: edge of parking lots on properties adjoining park, and west edge of pavement of Minnesota Avenue

Boundary Survey and Easement Review
Olsson will perform and prepare a boundary survey of the subject properties comprised of parcels 19100230041001000, 19100230040001000, and 19100240032002000. Boundary survey data shall conform to current Missouri Standards for Property Boundary Surveys. Boundary survey will depict easements of record, as shown on a current title search, to be provided by Client. Survey will be provided in AutoCAD file format only.

Olsson will review survey data and will assemble a base map for required plan documents.

Geotechnical Drilling Services

Field Exploration
Olsson will use a truck-mounted drill rig to complete six (6) borings at Project site. Borings will extend to depths of 15 to 20 feet or practical auger refusal, whichever occurs first. Samples will be obtained from borings at two and a half (2.5)-foot intervals in the upper ten (10) feet and at five (5)-foot intervals thereafter. Groundwater levels will be obtained in the test borings at the time of drilling and upon completion of drilling operations. Following groundwater level readings, Olsson will backfill borings with drilling spoils and patch pavements as required.

Field Exploration General Notes and Assumptions
Olsson will contact Missouri 811 to issue utility locate tickets in areas of drilling services. Client must inform Olsson of location of all known private utilities and private utility service connections.

Each boring location must be readily accessible by conventional truck-mounted drilling rig. Drilling equipment may cause disturbance to natural surroundings, including but not limited to soil indentations, concrete and asphalt pavement damage, and damage to underground sprinkler systems.

Geotechnical Services

Laboratory Services
As soil conditions dictate, laboratory testing may include visual soil classification, unconfined compression tests, thin-walled tube density tests, moisture content tests, sieve analyses, and Atterberg limit tests.

Engineering Analysis and Report
Olsson will perform engineering analyses and provide conclusions and recommendations regarding the following:

- Maximum allowable soil bearing pressures and estimates of maximum total and differential settlement for design of shallow foundations for amphitheater and covered sport court structure. Shallow foundation recommendations will include minimum footing sizes and minimum bearing depths.
- Fill placement recommendations, including material types, lift thickness, moisture control, and compaction criteria
- Seismic soil site classification per American Society of Civil Engineers (ASCE) 7 and International Building Code (IBC)

- Shrink / swell characteristics of on-site soils and potential for reuse of on-site soils as structural fill
- Preparation of subgrade soils supporting splash pad and multi-sport court, including an estimate of modulus of subgrade reaction based on laboratory test results
- Foundation and slab-on-grade drainage requirements
- Estimates of minimum pavement section thicknesses for Portland cement concrete and Asphaltic concrete pavement sections for light auto and pedestrian traffic

Olsson will present conclusions and recommendations in a written report, including a map of boring locations, soil boring logs, and summary of laboratory tests.

Hydraulic Evaluation
Olsson will develop a hydraulic model to evaluate Project impacts to base flood elevation and compliance with no-rise criteria, including the following services:

- Use of hydrologic information from flood insurance study (FIS) study for peak flow rates
- Hydraulic geometry file will be created using best available Lidar data outside of Project site and survey data within Project boundary
- Calibration of hydraulic model to match effective FIS profile by adjusting modeling variables as closely as possible with older programming data provided to Olsson

Olsson will evaluate one (1) alternative selected by Client and Project design team, including minimal grading or obstructions within the floodway. Modifications to grading outside of the floodway may be recommended to mitigate impacts to the floodplain.

Olsson will complete a floodplain development permit application and no-rise certification, if required, to be submitted with construction documents. A no-rise report summarizing evaluation and results will be provided. Evaluation of additional stream crossings is not included within this Scope of Services.

Project Communications and Updates
Olsson will provide bi-weekly Project update emails and will attend monthly Project status meetings. Olsson will meet with Client, City staff, operations stakeholders, and City council to review Project status and design.

Marketing and Outreach
Olsson will write and coordinate with Client on content and timing of up to six (6) press releases throughout Project planning and construction process. Client is responsible for distributing press releases.

Olsson will coordinate with Client's existing social media platforms as appropriate during Project planning process. Olsson will develop and maintain a Project website for a maximum of 24 months. Olsson will draft Project-related content, including graphics and captions for Client's social media accounts and Project website. Client is responsible for posting Project-related content to social media accounts. Olsson will coordinate with Client on timing of social media posts.

Client's design team will incorporate existing branding into print and digital Project materials during planning and construction process. Marketing and outreach efforts will be focused on engagement and feedback opportunities for the public including, but not limited to, public open houses, virtual draft plan review, Project construction alerts and updates, groundbreaking, and ribbon cutting events.

Stakeholder Group
Client will coordinate formation of initial outreach to Project stakeholder group. Olsson will manage ongoing communication with stakeholder group, including property owners, business owners, residents, students, park board members, City staff, et cetera.

Online Engagement
Olsson will prepare a dedicated and branded Project website for interested participants to view and provide feedback and learn how to get involved in the planning process. Olsson will maintain website operations, updates, and monitoring throughout the planning process and will transfer website operations and update authority to Client upon planning process completion. Website will include a community member interest form to generate a Project community contact list.

In-Person Engagement
Olsson will conduct a half-day in-person visioning workshop for Project stakeholder group to develop an initial vision and set of Project guiding principles. Visioning workshop will include facilitated small-group discussions and review sessions with the larger group. Olsson will organize a series of interactive exercises for participants.

Olsson will host a two (2)-day in-person design charrette to generate creative ideas and solutions for future park amenities and character / aesthetic enhancement. Olsson will explore design solutions and address current conditions, community needs, and other topics required.

Design charrette will include stakeholder group progress sessions, preference exercises, and ongoing planning sessions. A final presentation meeting will be provided to view progress and provide input.

Following design charrette, Olsson will develop and launch a virtual public open house. Public will be invited over a two (2)-week timespan to visit Project website and participate in a virtual feedback experience, exploring concepts generated during design charrette.

Once a draft concept plan is reviewed by Client and comments on recommendations are addressed, Olsson will host a final virtual meeting with Project stakeholder group to gather feedback.

Draft concept plan will be posted on Project website for virtual public view and will be available for a set amount of time with interactive software for public to directly comment on the document.

Concept Development
Olsson will prepare a concept design plan, based on concept plans developed during design charrette for Project area, as shown on the attached Exhibit A. Concept design will focus on overall site; pedestrian and landscape enhancement; appropriateness of materials/massing; contextual fit; themes; and reinforcement of pedestrian scale throughout Project site, including splash pad, ice ribbon, bathhouse updates, landscape material, covered basketball/multiuse court, amphitheater, park kiosk and interpretive signage, new playground and security lighting, and cameras. Concept design plan will be a hand-developed, color rendered plan. Olsson will prepare one (1) revised conceptual design plan based on Client input.

Visualization
Olsson will develop a three (3)-dimensional model of conceptual design. Model will include existing landforms shown on the master plan. Structures and buildings will be layered with materiality. Olsson will develop model in Sketchup software and transfer to Lumion software for final visualizations, rendering, images, and video.

Schematic Design Plans
Olsson will prepare schematic design plans based on Client-approved concept plan. Schematic design plans shall include:

- Preliminary site plan
- Preliminary hardscape plan
- Preliminary grading plan
- Preliminary utility plan
- Preliminary aquatics plan
- Preliminary ice ribbon plan
- Preliminary building plan
- Preliminary details
- Preliminary landscape plan
- Preliminary mechanical / electrical / plumbing (MEP) and lighting plan

Schematic design plans will be considered as 30 percent complete plans. Olsson will prepare a revised schematic design plan based on Client's input.

Construction Manager Procurement Support and Coordination.
Olsson will coordinate with Client to develop a request for qualifications (RFQ) for procurement of a Construction Manager (CM). Olsson will provide assistants in development and review of the RFQ and approval through City council. Olsson will review CM qualification submittals and make a recommendation on selection.

Meetings
Olsson will attend the following meetings:

- One (1) in-person kick-off meeting
- One (1) virtual kick-off meeting with stakeholders
- 22 virtual Project update meeting
- One (1) half-day in-person visioning workshop
- One (1) two (2)-day in-person design charrette
- One (1) virtual public open house

- Two (2) virtual design review meetings with stakeholder
- One (1) in-person open house during design development
- Ten (10) in-person parks board meetings
- Two (2) in-person maintenance and operations stakeholder meetings
- Two (2) in-person City council meetings
- One (1) in-person concept design review meeting
- One (1) in-person schematic design review meeting
- One (1) in-person council member approval City council meeting

Work Products: Topographic survey, boundary survey, geotechnical study, Project website, marketing and outreach materials, engagement summary, concept design plans, schematic design plans, and meeting notes and memorandums, as required.

Phase 100 Fee: $304,000.00

Phase 200 – Design Development Plans

Olsson will prepare design development plans based on Client-approved schematic design plans. Design development plans will identify locations, sizes, and types of major components identified on conceptual design plans. Design development plans shall include the following:

- Cover sheet and Project sheets
- Site plan
- Demolition plan
- Hardscape plan
- Grading plan
- Erosion control plan
- Wet utility plan
- Site storm sewer plan
- Aquatics plan
- Ice ribbon plan
- Building plan
- Details
- Landscape plan
- MEP and lighting plan

Olsson will provide a preliminary list of technical specification sections to be included with submittal.

Design development plans will be considered as 50 percent complete plans. Olsson will prepare one (1) revised design development plan based on Client input.

Meetings
Olsson shall attend the following meetings:

- One (1) in-person design review meeting

Work Products: Design development plans; preliminary details; and meeting notes and memorandums, as required.

Phase 200 Fee: $87,000.00

Phase 300 – Construction Documents

Olsson will prepare construction documents for bidding and construction of proposed design elements, based on Client-approved design development plans. Olsson will provide 90 percent complete and 100 percent complete submittals. Olsson will prepare one (1) revised construction documents based on Client input and submit to Client for permitting. The following construction documents and required specifications will be provided:

- **Cover sheet and Project sheets** shall provide identifying Project information and general notes
- **Site plan** shall include general notes, site improvements, parking information, building locations, lot information, benches, sign locations, and other miscellaneous information required to properly locate and describe Project
- **Demolition plan** shall identify and describe existing structures, utilities, and miscellaneous site features to be removed. Olsson assumes Client will provide requirements for special structure abatement that may be identified.
- **Hardscape plan** shall layout site pedestrian areas including paving and sidewalks, identifying specialty paving materials or finishes. Accessible curb ramps parking and striping will be provided. Pavement design will be based on recommendations provided as a part of the geotechnical report. Horizontal dimensions will be included for construction staking purposes.
- **Grading plan** shall include proposed and existing contours, general notes, and vertical control information for building pads and surrounding common areas. Spot grades shall be shown to indicate surface drainage patterns around structures.
- **Erosion control plan** shall include general notes, location of erosion control methods, temporary access locations, temporary staging area locations, and other information required by local government. Olsson will prepare City grading permits and Missouri Department of Natural Resources (MoDNR) Land Disturbance Permit. All application fees and security agreements will be provided by Client. Olsson assumes stormwater pollution prevention plan (SWPPP) to be maintained, updated, and implemented by Client or Client's Contractor.
- **Wet utility plan** shall include location and general routing of onsite private sanitary sewer, gas, domestic water, and fire services to within five (5) feet of the building perimeter. Olsson's design will be based on building demands supplied by Olsson design team.
- **Site storm sewer plan** shall include calculations, design, and alignment required by local government agencies. Olsson will include a perimeter drain design around splash pad.
- **Aquatics plan** shall include splash pad hardscape design, building plans, amenity details, and aquatic mechanical plans
- **Ice ribbon plan** shall include ice-skating ribbon / trail floor system, refrigeration system, and railing system

- **Building plan** shall include renovations to approximately 2,000 square feet (SF) of existing bath house, including gender neutral and / or family changing / bathrooms, coordination of new and relocated MEP items, reorganization of space for free and admitted entry including skate rental, storage and maintenance, interior and exterior aesthetic improvements, new roof coating, design of new covered multi-sport court structure, and new amphitheater structure
- **Details** shall include amenities including post-tensioned concrete basketball / multi-use court, amphitheater, one (1) kiosk and interpretive signage, and new playground. Olsson anticipates bench, trash receptacles and bike racks will be included.
- **Landscape plan** shall include location, species and variety, quantity, planting sizes, and special requirements or conditions for plant materials and areas of seed and/or sod. Final landscape planting details and specifications will be included. Landscape construction documents will be prepared at a scale of one (1)-inch equals 30-feet or larger.
- **MEP and lighting plan** shall include mechanical and electrical construction documents for the following amenities:

    - New covered basketball / multi-use court:

        - Plumbing plans for water fountain
        - New lighting and power outlets

    - New amphitheater:

        - Electrical power connections in the form of a company switch or similar, as agreed upon with Client for stage power
        - Circuiting for lighting for nighttime events. Lighting selection, locations, and control will be coordinated with Client. Design will not include stage production lighting, rigging, or similar.

    - Existing bathhouse updates:

        - Plumbing plans for relocation of men's shower, including modifications to domestic water, waste, and vent systems
        - New lighting in new family changing rooms and reconfigured spaces. All other existing lighting would be replaced for interior and exterior aesthetic improvements.
        - New heating for entire structure for facility use year-round

    - Additional security lighting and a camera system park design

Meetings
Olsson shall attend the following meetings:

- One (1) in-person design review meeting

Work Products: Construction documents; details; specifications; and meeting notes and memorandums, as required.

Phase 300 Fee: $243,000.00

Phase 400 – Bidding and Procurement

Olsson will provide contract negotiation / procurement services including, but not limited to:

- Client coordination
- Bidding assistance, including response to Client's Contractor questions
- Clarifications to construction documents

Meetings

Olsson will attend the following meetings:

- One (1) virtual pre-bid meeting

Work Products: Meeting notes and memorandums, as required.

Phase 400 Fee: $13,000.00

Phase 500 – Construction Administration

Limited Construction Administration

Olsson will provide construction administration services including, but not limited to:

- Shop drawings and submittal reviews from Client's Contractors for conformance to construction documents
- Review and response to requests for information (RFIs), architect's supplemental instructions (ASIs), and potential change orders (PCOs) for conformance to construction documents and Project work completed
- Payment application review
- Project close-out including substantial and final completion approvals
- Direction to the Construction Manager At-Risk (CMR) for production of video and drone coverage for Project during construction, including on site construction cameras

Construction Observation and Meetings

Olsson will observe Project construction pertaining to Olsson's construction documents. Olsson will visit Project site for construction review and progress meetings. Olsson will conduct a final site observation to produce punch lists for Olsson's construction documents. Olsson will coordinate punch list requirements with Client's Contractor, prior to Project substantial completion.

Olsson will attend the following meetings and site visits during construction:

- One (1) virtual pre-construction meeting
- Seven (7) in-person construction meetings and site visits

- Seven (7) virtual construction meetings
- Two (2) punch list site visits

Construction Observation and Testing Services
Construction observation and testing services will be provided for pavement subgrades, fill placement, foundation bearing materials, reinforced concrete, structural steel observation, and exterior concrete. Olsson will provide the following observation and testing services:

Pavement Subgrades
Subgrades within footprint of proposed splash pad areas will be evaluated with respect to stability and moisture content. Subgrades will be proof rolled with heavy construction equipment prior to placement of fill and following construction of on-grade slab and improvements.

Fill Placement
Olsson will obtain samples of materials proposed for use as structural fill for laboratory testing. Laboratory tests, including standard Proctors, Atterberg limits, and P-#200 tests will be performed to classify and determine physical properties of proposed fill materials. Olsson will observe and perform field density tests on structural fill placed within footprint of proposed splashpad and basketball court areas. The following travel and tests will be provided:

- Five (5) site trips and 15 hours for earthwork observation
- Two (2) standard Proctors, two (2) Atterberg Limit, and two (2) Sieve Analysis tests
- 10 site trips and 30 hours for structural fill testing, if the bridge alternative is performed

Foundation Bearing Materials
Olsson will observe bearing materials in bases of shallow foundation excavations. Bearing materials will be evaluated with respect to design bearing pressure. Olsson will provide a total of two (2) site trips and five (5) hours for bearing observation.

Reinforcing Steel
Olsson will observe placement of reinforcing steel in foundations and slabs of proposed development. Olsson will provide a total of two (2) site trips and four (4) hours for reinforcing steel observation.

Reinforced Concrete
Olsson will perform field tests, including slump, air entrainment, and temperature, on samples of concrete obtained from foundations and concrete slabs. Cylinders will be cast from concrete used in structure construction for compressive strength testing. The following travel and tests will be provided:

- Five (5) site trips and 15 hours for concrete observation
- Estimated 30 compressive strength tests
- Four (4) site trips, 12 hours, and 20 compressive strength tests, if bridge alternative is performed

Structural Steel
Olsson will provide a steel technician during erection of structural steel frame for proposed building. Field bolted and welded connections will be observed. Steel technician will request welding procedures and welder qualification test records for American Welding Society (AWS) D1.1 and D1.3 be provided and approved by Client's structural engineer, if required, prior to performance of welding services. Olsson's steel technician will attend a pre-construction meeting with Client's General Contractor Superintendent and Client's Structural Steel Erection Contractor to coordinate pre-construction bolt calibration and field observations of bolted and welded connections.

Olsson will provide a total of four (4) site trips and 32 hours for structural steel observation.

Reporting
Olsson will prepare PDF file formatted field reports summarizing daily field observations, including test results, and items not in compliance with Project construction documents and / or specifications. Draft field reports will be provided daily to Client's designated field representative, if requested.

Field reports will be reviewed by Olsson's Project manager and transmitted to Client's architect, structural engineer, General Contractor, and building official.

Following Project completion, Olsson will prepare a final summary report stating Olsson's opinion regarding whether portions of work observed, inspected, and / or tested are in compliance with Project specifications.

Work Products: Site observation reports; punch list; and meeting notes and memorandums, as required.

Phase 500 Fee: $181,000.00

Phase 900 – Expenses

Includes all Project related reimbursable expenses, as defined in the Reimbursable Expense Schedule attached to this Agreement.

Phase 900 Estimated Expenses: $20,000.00

TOTAL PROJECT FEE: $828,000.00
+ Reimbursable Expenses, Estimated: $20,000.00

ADDITIONAL SERVICES

Upon Client's request, Olsson shall provide the following services under a separate Agreement:

Phase 600 – Bathhouse Addition

Olsson will provide design of a building addition of 500 to 1,000 square feet (SF), including architectural, MEP, and structural services for equipment storage.

Phase 600 Fee: $18,000.00

Phase 700 – Land Bridge Design

Olsson will prepare design and construction bid documents for a new bridge structure spanning the drainage channel at Project site. Structure will be designed in accordance with AASHTO LRFD Bridge Design Guidelines and include design considerations for a soil cap and vegetation installation. Olsson will use MoDOT standards for bridge construction design and plan preparation, as required.

Land bridge design will include the following:

- Skewed, single span pre-stressed concrete girder structure with concrete deck
- Integral end bents with spill / fill slopes
- Turned-out concrete wingwalls to tie back into established channel
- Anticipated bridge length is 60 to 80 feet and of a similar width
- Custom barriers will be required to retain several feet of dirt, extend above grade, and use a handrail/fence for fall protection
- Form liners on the barriers
- Waterproofing membrane installation in deck
- Deck drains and drain basin details
- Conduits, as required, installation in earth on top of bridge

Design services will include the following construction documents and specifications:

- Design elements:
    - Superstructure design
    - End bent and foundation design
    - Girder camber / haunching
    - Deck design
    - Bearing design
    - Custom barrier design
    - Fencing layout and base plate / anchor bolt design
    - Coordination with Sub-Consultants, as required
    - Sealed load rating calculations in Conspan Bridge software
    - Quantities required

- Bridge construction documents and specifications:

    - General plan and elevation
    - General notes and quantities
    - End bent – one (1) detail
    - End bent – two (2) details
    - Vertical drain at end bent details
    - PS beam details
    - Camber, haunching, and slab elevations
    - Slab details
    - Deck drain and drain basin details
    - Typical section and pouring sequence
    - Barrier details
    - Fence details
    - Bill of reinforcing steel
    - As-built pile data
    - Boring logs
    - Technical specifications and job special provisions

Work Products: Preliminary 30 percent complete plans and estimate for review; final 90 percent complete plans, specifications, and estimate for review; final 100 percent complete plans, specifications, and estimate for construction

Flood Study - Evaluation of New Bridge Crossing
Olsson will conduct an evaluation of the following alternatives to mitigate base flood elevations (BFE) increase:

- Channel widening for a portion of Joplin Creek beginning upstream of the new bridge and continuing some distance downstream of the bridge
- Overflow channel: relocating or reconstructing parking to the west of the channel to accommodate an overbank swale for additional overbank conveyance to bypass the new bridge
- Benching channel overbanks above the existing block walls to provide additional conveyance capacity through the bridge

It is not certain that a new bridge will be feasible without increasing flood elevations south of 7th street, which would not be allowed by FEMA due to existing buildings within the floodplain. Olsson provides no guarantee that alternatives evaluated will be satisfactory to FEMA. Olsson will present results of each alternative and explain whether they are able to meet FEMA requirements.

Conditional Letter of Map Revision (CLOMR)
Provided an acceptable alternative is identified during the alternative evaluation, and with direction from Client to proceed with a new bridge structure, Olsson will revise floodplain mapping exhibits and prepare documentation to submit to FEMA for a conditional letter of map revision. The following services will be provided:

- Complete MT-2 application forms and submit to FEMA electronically through online Letter of Map Revision (LOMR) portal

- Review Project for compliance with Endangered Species Act and write a letter stating Project impacts, as required for CLOMR application
- Draft letters to property owners and public notifications for Client to send and / or publish in local newspapers explaining changes to the floodplain and floodway elevations and limits
- Develop a new base model for Project. Current model is not the effective model used to map floodplains; some challenges may occur during the FEMA application process.

Letter of Map Revision (LOMR)
If a new bridge is constructed, following construction completion, Olsson will prepare documentation to request a LOMR from FEMA, including the following services:

- Complete MT-2 application forms and submit to FEMA electronically through the online LOMC portal.
- Draft letters to property owners and public notifications for Client to send and / or publish in local newspapers explaining changes to the floodplain and floodway elevations and limits
- Develop a new base model for Project. Current model is not the effective model used to map floodplains; some challenges may occur during FEMA application process.

EXCLUSIONS

- USACE 404 permitting
- MoDNR 401 permitting
- Application review fees
- Multi-span bridge design
- Lighting attachments
- Ice rink supported on-structure
- Drainage channel modifications
- Design of temporary shoring / dewatering / seal course

ASSUMPTIONS

- Limits of mapping revision will be contained at upstream end to 7th Street and at downstream end to the nearest railroad bridge

Phase 700 Fee: $300,000.00

ASSUMPTIONS

- Minimal regrading of less than two (2) feet of cut and fill will be required for Project splash pad, multi-sport court, amphitheater, and associated pavements for personal vehicular traffic and pedestrians. Structural loads will be less than two (2) kips per lineal foot for walls and less than 40 kips for columns. Subsurface conditions will consist of gravelly clays and clayey gravels with varying chert content overlying cherty limestone bedrock.
- It is the responsibility of Client's General Contractor or Subcontractors to provide safe access to work requiring observation or testing.

- It is the responsibility of Client's General Contractor or Subcontractors to provide OSHA compliant barriers or barricades around excavations greater than six (6) feet in depth. In instances where barriers or barricades are not provided, or work requiring observation or testing must be performed while within the area protected by barriers or barricades, Client's Contractor shall provide and install an anchor point that meets OSHA standard for fall protection for special inspector or tester. Anchorage point shall be provided near excavations six (6) feet or greater in depth where observation or testing is required. The anchorage point cannot be a piece of equipment that can be moved, such as a drill rig or piece of earth working equipment. Anchorage points may need to be moved by Client's Contractor when work requiring observation or testing is required in other locations.
- When fall protection is required for Olsson to perform work, Olsson will supply harnesses and lanyards which can be tied off to Client's Contractor-provided anchorage points. If Client's Contactor cannot supply an anchorage point for Olsson, Olsson will coordinate with Client's General Contractor for a solution, possibly causing a delay to obtain required equipment and will result in additional charges to Client.
- Olsson is not responsible for Client's Contractor's means or methods and does not have the obligation or authority to stop Client's Contractor's work. Olsson's sole obligation is to report its observation, inspection, and test results to Client, as provided herein. If construction methods used by Client's Contractors increases frequency of site visits and construction testing units, this Agreement shall be amended. Olsson will notify Client if construction testing frequencies and site visits are subject to increase due to construction methods or design changes.
- An allowance of $10,000.00 has been included for additional site visits required during construction
- One (1) plan set of documents for construction will be provided. Multiple phases or set of documents are not included in this Scope of Services
- The following preliminary schedule is assumed:

    - Notice to Proceed October 1, 2023
    - Construction administration Fall 2024 to Summer 2025

- External or internal public improvements, such as public roads, sanitary sewer, or stormwater will be required unless specifically included
- Traffic impact studies are not required
- Parking lot changes are not anticipated
- Final construction documents will be prepared based on direction from Client. Final site plan will be determined prior to preparation of these documents. Significant site changes or building modifications at this stage will be considered as additional services.
- Army Corps of Engineering Jurisdictional Water Determination will not be required
- Section 404 permitting and Section 401 Water Quality Certification will not be required
- Detention and water quality will not be required due to proximity of floodplain
- Pressures and flows required to meet domestic and fire flow demands are available from public facilities
- Design limits for storm sewer plan shall correspond to Project limits.
- SWPPP will be maintained, updated, and implemented by Client or Client's Contractor
- Ice refrigerate system may be exterior

- Retaining walls may be required for grading and construction of this site. If required, top of wall elevations, geometric layout / location, and height and length of retaining wall will be provided; actual wall design and structural wall design shall be provided by Client's Contractor in the form of shop drawings. Client acknowledges that Olsson is not responsible for structural design of walls, and reviews related to shop drawings are solely related to location and height of walls with no review being provided and no liability incurred related to structural design or global stability of walls.
- Site survey:

    - Utility location and mapping is for horizontal location of above ground and underground utilities only. Utility depths will only be provided for sanitary sewer manholes and storm sewer structures, depths for other utilities will not be obtained or indicated on topographic survey. Survey of utilities will be based on tracing and marking by Missouri 811. Utility mapping is not exact, and it is possible that not all utility lines will be located. Olsson is not responsible for miss-marked or unmarked utilities.
    - Skate Park – detailed information for ramps, et cetera, will not be shown within the skate park area
    - Playground – detailed information on playground equipment will not be shown within the playground area
    - Pool – detailed information for slides, et cetera, will not be shown within the pool area
    - Title search will be provided by City

- Funding research and support will be provided by City
- City will provide an indoor space to hold visioning and design charrette. Indoor space shall be large enough to accommodate stakeholders, City staff, and design team, and have wall space to hang up plans. Space shall be suited for open house following design charrette.
- History research and copy development for interpretive signage will be provided by City
- City will contract with selected construction manager and manage contract
- Progress aerial images will be provided by Client's Contractor
- Design limits for storm sewer plan shall correspond to limits of this Project
- Client has permission to reference Olsson's design and Project features in marketing materials and promotions following Project construction completion

EXCLUSIONS

The following services are not included with this Scope of Services but can be provided under a supplemental agreement if requested:

- Public improvements off Project site
- Photometric plans
- Detailed life-cycle costs
- Energy-use studies or energy calculations
- Environmental services
- Irrigation design
- Music / sound systems
- Field design including artificial turf design
- Preliminary and final plat
- Pre-construction ALTA survey

- Rezoning services
- Public or private sanitary lift stations design
- Tanks, fire pumps, jockey pumps, or off-site public improvements design
- Offsite improvements design
- Design and reporting associated with LEED certification
- Administrative, application, permitting, or recording fees and security agreements
- Post-construction ALTA survey and as-built surveys
- Energy modeling and calculations
- Life cycle cost analysis
- Commissioning of systems
- Environmental reviews, reports, or permits
- Building energy simulation
- Sampling, laboratory, and on-site material testing or performance and intrusive testing
- Hazardous material testing
- Project advocacy beyond the normal standard of care
- Stormwater:

    - FEMA Letters of Map Change
    - USACE 404 permitting
    - MoDNR 401 permitting
    - Evaluation of additional stream crossings. It is understood that new stream crossings and large obstructions within floodway will likely not meet a no-rise without significant improvements to the stream and culverts/bridges.

- Preliminary opinion of construction costs
- Preparation of front end and Construction Manager contract
- Changes due to construction cost over-runs outside control of the structural engineer of record
- Changes or corrections due to errors or omissions by Client's General Contractor
- Quantity take-offs and preparation of bills of materials
- Preparation of record drawings
- Services as an expert witness
- Design services prior to final signed and sealed pre-engineered metal drawings and reactions provided to Olsson for any pre-engineered components in which Olsson will be designing the foundations
- Vibration analysis
- Storm shelter design
- Hydraulic channel improvements
- Observation and testing relating to shop inspection for the fabrication of the structural steel framing members and mechanical inspections of field erected members - plumb or other dimensional characteristics
- Review of Client's General Contractor's methods, procedures, and construction equipment
- Additional coordination, Project delays, changes in scope, extensions, and revisions
- Value engineering plan revisions for an alternate design, after design development is complete
- Construction staking
- Submittal fees and expenses for governmental reviews
- Six (6) and twelve (12)-month review of Project site following construction.

- As-built drawings
- Completion of ComCheck for compliance with adopted energy code
- Completion of regulatory paperwork that may be required by City, County, State, or federal governments
- Commissioning services
- Full-time, on-site construction administration
- Financial feasibility or other special studies
- Formal life-cycle cost of studies for alternate building systems
- Drawing, specification, or other document revisions for changes to previously approved design criteria
- Consultation concerning replacement of work damaged by fire or other causes during construction
- Professional services required by default of Client's Contractor or by major defects in Client's Contractor's work in the performance of construction contract
- Preparing to serve or serving as expert witness in connection with any public hearing, or legal proceeding where Olsson is not a named party to such a hearing or proceeding
- Fees for private utility locating and / or hydro-excavation
- Fees resulting from use of mud-matting, clearing, or other operations to achieve access to boring locations is Client's responsibility
- Fees for site restoration efforts of site disturbance resulting from bringing drilling equipment onsite is Client's responsibility
- Traffic control; village, City, district, County, and State right-of-way occupation permitting; street use permitting; and utility permitting required to allow for drilling services
- Design and recommendations for gravity block or mechanically stabilized earth (MSE) retaining walls
- Design of public or private sanitary lift stations. Pressures and flows required to meet domestic and fire flow demands are available from public facilities. Design of tanks, fire pumps, jockey pumps, or off-site public improvements are not included within this Scope of Services.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

EXHIBIT A


Project Area
E 5th St
Murphy Blvd
S Minnesota Ave
School Ave
E 6th St
Joplin Skate Park
Ewert Park
Ewert Aquatic Center
Children's Center
Regal Car Sales & Credit
Used car dealer
Prime Automotive
O'Reilly Auto Part

CAD FILE RELEASE AND INDEMNIFICATION AGREEMENT

The client has requested that Architectural, Engineering, and Construction (AEC) design or modeling software electronic files (the Files) be transmitted for our sole use on:

Project Name_____

Olsson Project Number _____

The Files are necessary for our use in preparing:

_____
_____

The latest versions of the following drawings or files are requested:

_____
_____
_____

Original file format will be delivered (list software version and file type):

_____

All of the information contained in the Files are the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The Files were created for Olsson's convenience in providing its services on the Project, and Olsson makes no representations whatsoever as to their suitability for other uses, including the preparation of shop drawings.

The Client is aware that differences may exist between the Files and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the Files, the signed and sealed original documents shall govern. The Client acknowledges that the Files are not "construction" documents and are provided in "as is" condition.

The Files may not be complete or coordinated, and may not reflect field modifications or "as built" conditions. The Files may be revised or superseded, and updated copies will not be provided without execution of a new agreement and receipt of a new payment. The Files will not be copied or used for other than this project. The Files will not be used for construction and are accepted for use at Client's own risk. The Files will not be used for future additions or alterations to this project. Olsson does not warrant that the Files are compatible with specific computer or CAD systems. Client may not retransmit the Files, or any portion thereof.

LIMITATION OF LIABILITY — The Files are provided with-out warranty, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. No sub-licensing of the Files is allowed. Under no circumstances (including breach of contract, negligence, statutory violations, misrepresentation, fraud, strict liability and/or breach of warranty) shall Olsson, its officers, directors, partners, employees, contractors or subconsultants be liable for any delay, punitive, incidental, indirect, special or consequential damages, including but not limited to disruptions, accelerations, inefficiencies, increased costs, increased home office overhead, loss of use, loss of profit, loss of income, or loss of reputation arising out of or connected in any way to the use of, or the inability to use, the Files, even

if Olsson or an authorized representative of Olsson has been advised of the possibility of such damages. In no event shall Olsson's total liability for all damages, losses and causes of action, whether based on contract, tort (including negligence or otherwise), statutory violations, misrepresentation, fraud, strict liability and/or breach of warranty exceed the amount paid for Olsson's transmittal of the Files.

GOVERNING LAW — This agreement shall be governed by and construed in accordance with the laws of the United States and the State of Nebraska. If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement shall be enforced to the maximum extent permissible so as to effect the intent of Olsson, and the remainder of this agreement shall continue in full force and effect. This is the entire agreement between the parties relating to the subject matter herein, and shall not be modified except in writing signed by all parties.

INDEMNIFICATION — The Client hereby agrees to hold harmless and indemnify Olsson, its officers, directors, employees, consultants, affiliates and any employee or agent thereof (each of the foregoing being hereinafter referred to as "Indemnified Party") against all liability, for all costs, losses, liabilities, damages, claim or expenses (including, without limitation, attorneys' fees, expert witness fees and expenses incurred in defending against any such claim, which shall be paid on an ongoing basis as the same are incurred), incurred by, arising out of, or resulting from any use, re-use, misuse, modification or alternation of the Files. Client shall cooperate in the defense of any claim or suit, and may appear through counsel of its own choice at its own expense.

TERMINATION — This agreement is effective until termination, and may be terminated by either party without notice. Upon termination, Client shall return or destroy the Files and any and all copies of the Files in its possession.

CHARGES — The Files are provided at a charge of _____ per drawing sheet. Payment is to reimburse Olsson for the effort involved in preparing the Files for Transmittal. Transmittal of the Files does not constitute a sale, and the Files remain the property of Olsson. Our payment, totaling _____, is enclosed.

CITY OF JOPLIN, MISSOURI

By _____
Signature

Print Name _____

Email _____

Dated _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023 ("the Effective Date"), by and between the City of Joplin, Missouri, a Missouri Municipal Corporation ("OWNER"), and Olsson, Inc., a Nebraska Corporation ("ENGINEER"), collectively referred to as "the Parties."

WHEREAS, OWNER desires to engage an engineer for the purpose of providing professional services for the design and construction of improvements to the property commonly known as Ewert Park, specifically a splash park, as described in OWNER's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, ENGINEER desires to be engaged as OWNER's engineer for the purpose of providing professional services for the design and construction of improvements to the property commonly known as Ewert Park, specifically a splash park, as described in ENGINEER's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, OWNER has selected ENGINEER as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by OWNER.

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

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

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

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

1.1.4 In general, the Project consists of the improvements to OWNER's property commonly known as Ewert Park, specifically a splash park, as described in OWNER's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and ENGINEER's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B.

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

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

1.2 Design Phase

Upon execution of this agreement, ENGINEER shall:

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

1.2.2 Develop design plans, specifications, and contract documents used to solicit competitive bids for construction of the improvements.

1.2.3 Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.4 On the basis of the accepted final design documents, provide to OWNER an opinion of probable cost for the Project.

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

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

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

1.3 Bidding Phase.

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

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

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

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and

equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.

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

1.3.5 Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.4 Construction Phase.

During the construction phase, ENGINEER shall:

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

1.4.2 Review contractor's proposed project schedule.

1.4.3 Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.4.4 Issue all instructions of OWNER to contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

1.4.5 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor. But by recommending any payment, ENGINEER will not thereby

be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.4.6 Conduct site observation periodically and as reasonably required by the OWNER or RPR to observe conditions and progress of the work and to answer questions of the OWNER or RPR, to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed in accordance with the contract documents and if Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the contractor that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.4.4.

1.4.7 Provide the OWNER two sets of record prints of drawings and one electronic (PDF) version of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant. If desired by OWNER, reproducible record prints can be obtained as set forth in Section 2.1.10 of this agreement.

1.4.8 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.4.1 through 1.4.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

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

1.5 Resident Project Representation.

1.5.1 ENGINEER shall furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.5.2 Duties and Responsibilities of RPR.

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

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

1.5.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.5.2.4 Shop Drawings and Samples:

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

b) Receive samples which are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.5.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection,

or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

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

1.5.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.5.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.5.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarification and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

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

1.5.2.9 Reports:

a) Furnish ENGINEER with periodic reports as required of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material

from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.5.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.5.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.5.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.5.3 Limitations of Authority. Resident project representative:

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

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

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

1.5.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.

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

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

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

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

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

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

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

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

2.1.3 Preparing documents for out-of-sequence work.

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

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

2.1.6 Reviewing contractors' and subcontractors' payroll records.

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

2.1.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for basic services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to drawings and specifications occasioned thereby, and

services resulting from significant delays, changes, or price increased occurring as a direct or indirect result of material, equipment, or energy shortages.

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

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

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

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

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

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

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

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

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

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

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation core borings, probings, and subsurface

explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which ENGINEER may reasonably rely upon in performing his services.

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

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

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

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

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

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

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

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

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's

obligation to render services hereunder will extend for a period which may reasonably be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by the OWNER, ENGINEER shall proceed with the performance of the services called for in the design phase (Section 1.2), and shall submit final design and contract documents and a revised opinion of probable Project cost within 180 calendar days.

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

4.4 All engineering services provided subsequent to the bidding phase and as set forth under Sections 1.4 and 1.5 of this Agreement shall be completed within 6 months after receipt by the ENGINEER of written authorization to proceed.

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

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

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

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 Payment for Services:

5.1.1.1 For Design Phase Services: OWNER shall pay ENGINEER for time expended in the performance of design phase services rendered under Section 1.2, at the labor rates and non-labor rates shown in Exhibit C, and according to the phases of work shown in Exhibit D.

5.1.1.2 For Contract Administration including Bidding and Basic Construction Phase Services: OWNER shall pay ENGINEER for time expended in the performance of bidding and basic construction phase services rendered under Sections 1.3 and 1.4, at the labor rates shown in Exhibit C, and according to the phases of work shown in Exhibit D.

5.1.1.3 For Resident Services During Construction: OWNER shall pay ENGINEER for the actual time expended and expenses incurred in the performance of resident services during construction as outlined in Section 1.5 at the labor rates and non-labor rates shown in Exhibit C, and according to the phases of work shown in Exhibit D. However, it is understood that the duration of construction is subject to delays beyond the control of the ENGINEER and the actual time required for resident services may be more or less than the time estimated by the ENGINEER and reflected in the fee specified above, therefore delays in construction may warrant the issuance of an amendment to the contract at a later date.

5.1.1.4 The total not to exceed amount for all sections of the contract shall be $828,000. If one section of the contract does not use the full amount allocated above, another section of the contract can utilize the unused portion to complete those services, as long as the total amount for all sections does not exceed $828,000.

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

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

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

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.3 below.

5.2 Times of Payments

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

5.3 Other Provisions Concerning Payments.

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

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the

event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, subject to the not to exceed price specified in Section 5.1.1.4

5.3 Definitions.

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

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost

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

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

7.2 Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of OWNER.

7.3 Attorney's Fees and Expenses. If OWNER files suit in order to enforce any term of this Agreement and is the prevailing party, ENGINEER shall be liable for OWNER's reasonable attorney's fees and expenses. In no event shall OWNER be liable for ENGINEER's reasonable attorney's fees and expenses.

7.4 Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

7.5 Compliance with Laws. ENGINEER shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material

or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7.6 Consequential Damages. In no event shall OWNER be liable to ENGINEER for special, indirect, or consequential damages.

7.7 Contract Documents. The contract documents shall consist of the following: this Agreement, OWNER's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, ENGINEER's Response to OWNER's Request for Proposal, attached hereto and incorporated by reference as Exhibit B, Rate Schedule, attached hereto and incorporated by reference as Exhibit C, and Estimate of Costs, attached hereto and incorporated by reference as Exhibit D. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between Exhibit A and Exhibit B, C, or D, Exhibit A will prevail. In the event of conflict between Exhibit B and Exhibit C or D, Exhibit B will prevail.

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

7.9 Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

7.10 Ethics. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for ENGINEER, any fee, commission, gift, or contingent fee.

7.11 Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

7.12 Indemnification. To the fullest extent permitted by law, ENGINEER agrees to defend with counsel selected by OWNER, and indemnify and hold harmless OWNER, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by OWNER or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by ENGINEER, or claims relating thereto, and including but not limited to OWNER's reliance on or use of the services or products provided by ENGINEER under the terms of this agreement. ENGINEER shall not be liable for any loss or damage attributable solely to the negligence of OWNER.

7.13 Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. ENGINEER is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. ENGINEER is an independent contractor and not an

employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

7.14 Insurance. ENGINEER shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, 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). The foregoing shall not be construed as a waiver of sovereign immunity.

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

7.16 Non-Appropriation. Notwithstanding any provision herein to the contrary, OWNER is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during OWNER's then current fiscal year at the discretion of OWNER. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of OWNER to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

7.17 Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to OWNER and ENGINEER at the addresses as follows:

City of Joplin, Missouri	Olsson, Inc.
ATTN: City Manager	ATTN: Ronald L. Mersch
602 S. Main St.	1027 S. Main St., Suite 503
Joplin, MO 64801	Joplin, MO 64801

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

7.18 Payment for Labor and Materials. ENGINEER 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.

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

7.20 Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

7.21 Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

7.22 Termination. OWNER reserves the right to terminate this contract by giving at least five (5) days prior written notice to ENGINEER, without prejudice to any other rights or remedies of OWNER, should ENGINEER be adjudged bankrupt, or if ENGINEER should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for ENGINEER or for any of its property, or if ENGINEER should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if ENGINEER should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of OWNER or fail to observe or perform any provisions of the contract. OWNER may terminate this Agreement, without cause, by giving ENGINEER thirty (30) days' written notice of the same.

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

7.24 Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and 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.

7.25 Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 The following exhibit is attached to and made a part of this agreement: Exhibit A – OWNER's Request for Proposal, Exhibit B – ENGINEER's Response to Owner's Request for Proposal, Exhibit C – Rate Schedule, and Exhibit D – Estimate of Costs.

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

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

OWNER:	ENGINEER:
CITY OF JOPLIN, MISSOURI	OLSSON, INC.
_____	_____
Nick Edwards, City Manager	

ATTEST:

_____
Holly Nagy, City Clerk

COUNCIL BILL NO. 2023-607 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Olsson Studio, in the amount of Eight Hundred and Twenty-Eight Thousand Dollars ($828,000) for Professional Engineering Consulting Services to include a scope of work and fees for engineering services 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, MISSOURI, as follows:

Section 1. That the Contract by and between the City of Joplin and Olsson Studio to complete the Ewert Splash Park Project a true and accurate copy of said agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed, upon recommendation and approval of the City Attorney, to execute said Contract, 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 _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2023-020 – Approving board reappointments to the 510 Rangeline Community Improvement District (CID).

MEETING DATE
November 6, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2023-020

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

SUMMARY
This Resolution approves a request of the 510 Rangeline Community Improvement District (the "CID") to approve the reappointment of the slate of directors to the Board of Directors of the CID.

BACKGROUND
Ordinance No. 2017-017 established the 510 Rangeline CID and approved the CID petition. As outlined in the terms of the petition, the Board of Directors of the CID are appointed by the Mayor with the consent of the City Council.

This resolution approves the following reappointment of Directors, along with their corresponding term:
1. Drew Snyder (term expires in 2027)
2. Michael Siebert (term expires in 2027)
3. Dan Pekarek (term expires in 2027)

FUNDING SOURCE
This item is not applicable for board appointments.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2023-020

A RESOLUTION approving a request for the reappointment of the slate of Board of Directors for the 510 Rangeline Community Improvement District.

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the 510 Rangeline Community Improvement District (the "District") was established pursuant to City Ordinance No. 2017-017 on or about January 17, 2017 ("Ordinance"); and,

WHEREAS, pursuant to the Ordinance, the Board of Directors of the District is to be appointed by the Mayor with the consent of the City Council; and,

WHEREAS, the currently appointed directors are:

1. Mark McPherson – term expires in 2025
2. Luke Spellmeier – term expires in 2025
3. Drew Snyder – term expires in 2023
4. Michael Seibert – term expires in 2023
5. Dan Pekarek – term expires in 2023

WHEREAS, the District desires to submit for appointment by the Mayor of Joplin with the consent of the City Council the following successor director slate for each to serve terms as set forth below:

1. Drew Snyder (4-year term expires in 2027)
2. Michael Siebert (4-year term expires in 2027)
3. Dan Pekarek (4-year term expires in 2027)

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

Section 1. The following successor director slate in accordance with the Petition is hereby approved:

1. Drew Snyder (term expires in 2027)
2. Michael Siebert (term expires in 2027)
3. Dan Pekarek (term expires in 2027)

Section 2. The appointed successor directors shall serve as members of the Board of Directors with all of the duties and powers as provided in the Petition and the District's Bylaws.

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

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 6th day of November 2023.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-155–an amendment to agreement between the City of Joplin and McClanahan Construction Co., Inc. for Construction services for the Turkey Creek Wastewater Treatment Facility (WWTF) Building Addition; and containing and emergency clause.

MEETING DATE
November 6, 2023

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2023-155 Ordinance; Change Order, Location map

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

SUMMARY
This Council Bill is for the approval of an amendment to an agreement between the City of Joplin and McClanahan Construction Co,. Inc. in the amount of One Hundred Sixty-Seven Thousand Seven Hundred Two and 00/100 Dollars ($167,702.00) for Turkey Creek WWTF Building Addition.

BACKGROUND
In March of this year Council Bill NO.2023-103 for a construction agreement to build an equipment building was approved. The contractor, McClanahan Construction, mobilized and started construction on the new equipment building.
While performing operation and maintenance for the trickling filters, staff discovered a section of the ceiling had collapsed. The missing sheetrock exposed structural problems with the roof joists. A structural engineer from Allgeier Martin & Associates was on site and inspected the building. The structural engineer recommended temporary bracing and repairing the roof joists.
The City's consultant and City staff negotiated cost and schedule for repairs to be performed by McClanahan Construction. City staff determined to use McClanahan Construction performing the work under a change order because the cost was found to be within the engineer's estimate and because the work will be completed quickly.

FUNDING SOURCE
Wastewater

RECOMMENDATION
Staff recommends approval of this Council Bill on an Emergency basis; being an ordinance dealing with appropriations, the availability of the equipment, to be an emergency within the meaning of Section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, specifically due to the fact that the building needs to be secured before any additional weight is added to the roof, example is a heavy snow fall.

COUNCIL BILL NO. 2023-155 ORDINANCE NO

AN ORDINANCE approving an amendment (Change Order No. 1) to the construction agreement with McClanahan Construction Co., Inc. in the amount of One Hundred Sixty-Seven Thousand Seven Hundred and Two and 00/100 Dollars ($167,702.00) for Turkey Creek WWTF Building Addition and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said amendment to the agreement by and between the City of Joplin and McClanahan Construction Co., Inc. in the amount of One Hundred Sixty-Seven Thousand Seven Hundred and Two and 00/100 Dollars ($167,702.00), a true and accurate copy of said amendment to 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 amendment, or agreement in substantially similar form, by and on behalf of the City of Joplin.

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

Section 4. That the City hereby declares that this Ordinance dealing with equipment necessary to maintain regulatory compliance, and the availability of the equipment, to be an emergency within the meaning of Section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Approval of this council bill on an emergency basis will allow the construction company to address the current unsafe conditions.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL 2023-155

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

_____
Leslie Haase, Director of Finance

CHANGE ORDER NO. 1

County: Jasper/Newton

Project: Turkey Creek WWTF Equipment Building Addition

To: McClanahan Construction Co., Inc.
P.O. Box 439
Rogersville, MO 65742

Job No. _____

You are hereby directed to make the following changes to your contract with the **City of Joplin** for the referenced project.

❖❖❖

3. Cost Justification: The following costs have been discussed with the Contractor to verify the reasonableness of anticipated manhours, hourly rates, and materials. Contractor's bonding, overhead, and profit are included as allowed by the General Conditions of the Contract.

Item 15 – Equipment Building Additional Man Door

Materials	$4,457.00
Labor & Equipment to Install Additional Man Door: Installation, Painting of Frame Door Including Finished Hardware. 2 man crew X 2 days X 8 hrs a day X $70/hr	$2,240.00
Subtotal	$6,697.00
Overhead and Profit (15% of Subtotal)	$1,005.00
Total for Item 15 – Lump Sum:	**$7,702.00**

Item 16 – Turkey Creek WWTP Trickling Filter Building Roof Replacement

Remove and Dispose of Existing Roof	$13,700.00
New Roof Materials and Labor 1900 SF of Roof @ 50/SF	$95,000.00
Subtotal	$108,700.00
Overhead and Profit (15% of Subtotal)	$16,300.00
Total for Item 16 – Turkey Crk. WWTP Trickling Filter Building Roof Replacement:	**$125,000.00**

Item 17 – Roof Replacement Contingency

Temporary shoring	$5,000.00
Existing motor control center and pump protection	$10,000.00
Miscellaneous work required	$20,000.00
Total for Item 17 – Roof Replacement Contingency:	**$35,000.00**
Total Change Order No. 1 (Items 15 thru 17)	**$167,702.00**

4. Other City Departments Consulted:

_____ Date _____
Name

_____
Department / Title

_____ Date _____
Name

_____
Department / Title

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

1. CONTRACT AMOUNT		$2,254,000.00	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN	$167,702.00		McClanahan Construction Co., Inc.
3. OVERRUN/UNDERRUN PREVIOUS	$0.00		
4. TOTAL OVERRRUN TO DATE	$167,702.00		By:_____ _____ Patrick McClanahan, President Date
5. TOTAL		$2,421,702.00	
PERCENTAGE OF ORIGINAL CONTRACT		7.4%	

CONSULTING ENGINEER DATE

FOR CITY OF JOPLIN USE:

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

Reason for Emergency and description of work approved (Check all that apply):

□ Protection of Public Health and Safety _____

□ Avoid Contractor and Project Delays _____

□ Impact to Other Improvement Projects _____

□ Other _____

APPROVAL PROJECT MANAGER DATE 10-13-2023

APPROVAL SUPERVISOR / ENGINEERING REVIEWER DATE 10-13-2023

APPROVAL OF DEPARTMENT HEAD DATE

WHEN REQUIRED BY THE CITY'S CHANGE ORDER POLICY, THE FOLLOWING SIGNATURES ARE MANDATORY:

* DIRECTOR OF FINANCE DATE * CITY MANAGER



Date: 10/30/2023

1 " = 188 '

0 0.0175 0.035 0.07 mi

N

Points

Override 1

Areas

Override 1

Override 2

Joplin City Limits

Addresses

Jasper Parcels

Newton Parcels

Joplin Streets

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 2023-156
Amendment to agreement for the Bakers Branch East Wastewater Extension Project and containing an emergency clause.

MEETING DATE
November 6, 2023

ORIGINATING DEPT
Public Works

ATTACHMENTS
CB 2023-154 Ordinance; Change Order No. 1; Exhibit Map

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

SUMMARY
This Council Bill approves an amendment to the agreement with Rosetta Construction, LLC in the amount of Four Hundred Seventy-Five Thousand Five Hundred Six and 50/100 Dollars, ($475,506.50) for the Bakers Branch East Wastewater Extension Project.

BACKGROUND
On May 1st, 2023, Council approved a construction agreement with Rosetta Construction, LLC via Council Bill NO.2023-121 for this project. At the time, Council was informed that they were approving the base bid only, and that the extension under Highway 249 would likely be added to the scope later, once an easement was acquired to install sewer main on the east side of the highway. Having acquired the easement, staff now recommend that the work be added via a change order. Approving this change order is consistent with City objectives for continued growth and treatment of sewage from as many customers as possible.

FUNDING SOURCE
Wastewater fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an ordinance dealing with a public improvement, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, approving this Council Bill on an emergency basis allows the contractor to maintain bid prices from the April 20th bid opening date.

COUNCIL BILL NO. 2023-156 ORDINANCE NO

AN ORDINANCE approving an amendment (Change Order No. 1) to the construction agreement with Rosetta Construction, LLC in the amount of Four Hundred Seventy-Five Thousand Five Hundred Six and 50/100 Dollars, ($475,506.50) for the Bakers Branch East Wastewater Extension Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said amendment to the agreement by and between the City of Joplin and Rosetta Construction, LLC in the amount of Four Hundred Seventy-Five Thousand Five Hundred Six and 50/100 Dollars, ($475,506.50), a true and accurate copy of said amendment to the 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 amendment, or agreement in substantially similar form, by and on behalf of the City of Joplin.

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

Section 4. That the City hereby declares that this Ordinance dealing with public improvement, to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, approving this Council Bill on an emergency basis allows the contractor to maintain bid prices from the April 20th bid opening date.

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

_____, 2023 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2023-156

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

_____

Leslie Haase, Director of Finance

CHANGE ORDER 1

Sheet No. 1 of 3

To: Rosetta Construction, LLC
P.O. Box 14024
Springfield, MO 65814

Project: **Bakers Branch East Wastewater Extension**

You are hereby directed to make the following changes from the contract.

❖❖❖

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
-	AA1-13	Type A Surface Restoration	0 LF	105 LF	105 LF	$8.00	$840.00	-
						TOTALS	$475,506.50	-

*Denotes new contract item

Original Contract Completion Date: 29 October 2024
Revised Contract Completion Date (Change Order No. 1): 27 April 2025

3. Cost Justification for items not bid in contract: Rosetta's Add Alternate 1 Bid Total was within 7% of both other bidders' totals ($481,528.00 and $442,171.80). Rosetta's bid prices and total was reviewed and determined to be acceptable by the Engineer.

4. Other City Departments Consulted:

_____ Date_____
Name

_____
Department / Title

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

1. CONTRACT AMOUNT	-	$3,178,222.50	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER	$475,506.50	-	
3. OVERRUN PREVIOUS	$0.00	-	**Rosetta Construction, LLC**
4. TOTAL OVERRUN TO DATE	$475,506.50	$475,506.50	By: Dustin Rosetta
5. REVISED CONTRACT AMOUNT		**$3,653,726.00**	Date: 10/20/23
PERCENTAGE OF ORIGINAL CONTRACT	-	15%	

CONSULTING ENGINEER 10/20/23 DATE

FOR CITY OF JOPLIN USE:

Emergency Provisions of Change Order Policy Used YES ☐ NO ☐ Date approved ___

Reason for Emergency and description of work approved (Check all that apply):

☐ Protection of Public Health and Safety ___

☐ Avoid Contractor and Project Delays ___

☐ Impact to Other Improvement Projects

☐ Other ___

APPROVAL PROJECT MANAGER DATE

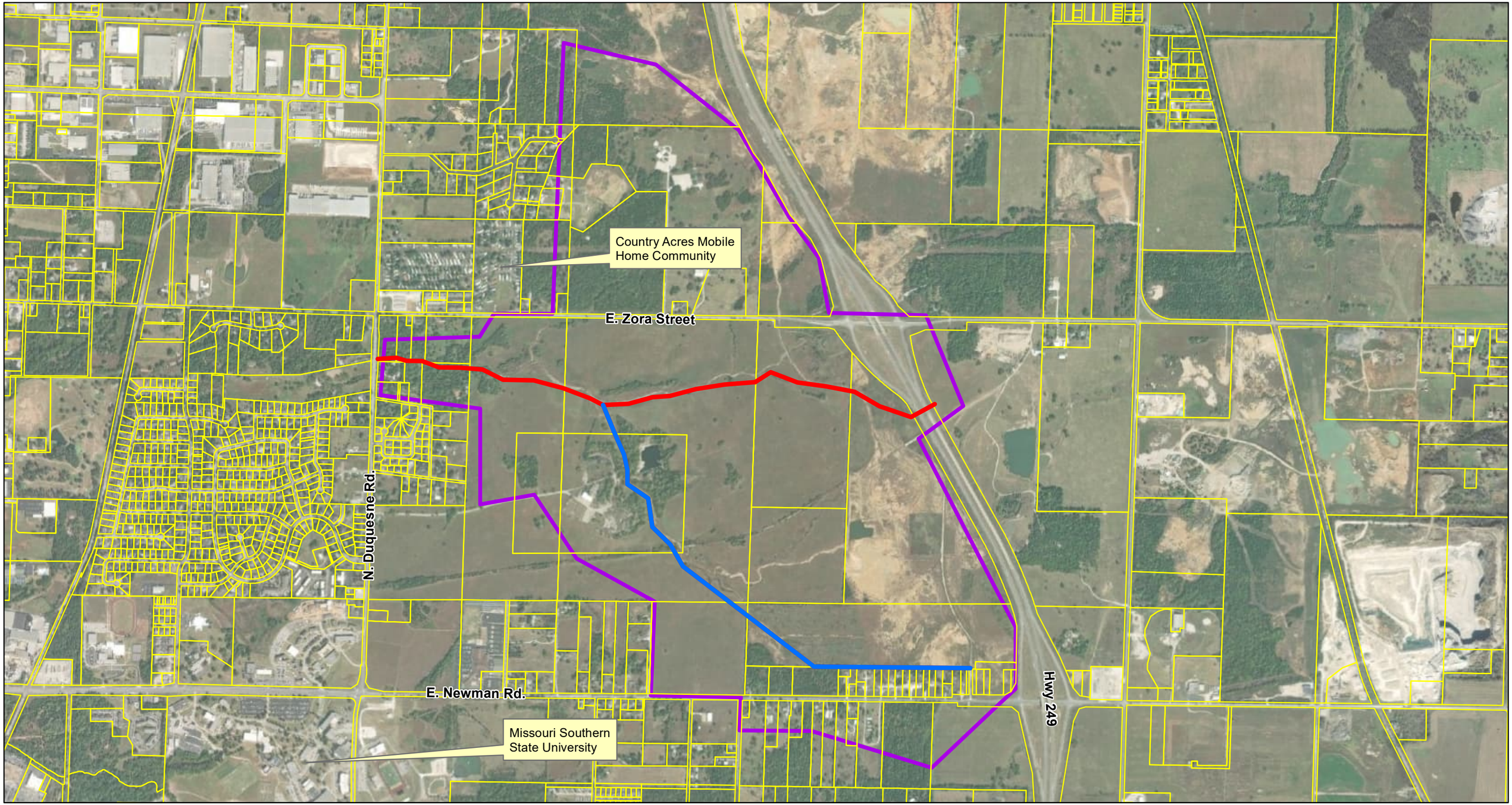
APPROVAL SUPERVISOR / ENGINEERING REVIEWER DATE

APPROVAL OF DEPARTMENT HEAD DATE

WHEN REQUIRED BY THE CITY'S CHANGE ORDER POLICY, THE FOLLOWING SIGNATURES ARE MANDATORY:

* DIRECTOR OF FINANCE DATE

* CITY MANAGER



Legend

- Bakers Branch Extension Phase 1
- Bakers Branch Extension Phase 2
- Bakers Branch Basin
- Jasper County Parcels

N

Exhibit Map 1
Bakers Branch Extension Phase 1&2
April, 2023

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2023-290 – Enhanced Enterprise Zone (EEZ) Program - Aesir Technologies

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
November 6th, 2023

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 council bill is a request by Aesir Technologies, Inc for the abatement of the ad valorem property taxes on the building and future additions to the building. The facility is located at 8125 E. 26th St., Joplin MO in the Crossroads Industrial Park. The taxes will be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program.

BACKGROUND;
Aesir Technologies, Inc. acquired Zaff Energy Systems of Joplin a few years ago. Zaff Energy Systems is in the forefront of battery technology innovation and emerging energy storage market. Aesir Technologies will make a capital investment into their existing building and proposes to construct two new additions onto their current facility. Aesir Technologies is currently located in the Crossroads Industrial Park. The company plans to create 350 jobs within 6 years. The average annual wage of the new jobs created within the first 2 years is $48,400. The company will pay 70% of employee health benefits. The estimated investment by the company into the facility and new equipment purchase is $54,000,000 over the life of the project.

The amount and length of abatement offered is based on a sliding scale (see exhibit B) developed and approved by the Joplin Area Enhanced Enterprise Zone Board, the taxing jurisdictions and the Joplin City Council. Staff recommends that Aesir Technologies' ad valorem taxes on the building and additions be abated at 100% for 10 years per the EEZ Tax Abatement Guidelines. The recommendation is based on the data submitted by Aesir Technologies that they will pay an average wage of $48,414 per job which is approximately $3,355 more or 107% of the county average wage ($45,059). The company will create a minimum of 350 jobs within 6 years and pay a portion of the employees' health benefits.

More information about the company can be found at: https://aesirtec.com/

RECOMMENDATION
Staff recommends approval of Council Bill No. 2023-290 as an emergency ordinance under Section 2.12, Paragraph 5 under the Home Rule Charter

ATTACHMENTS
CB 2020-410, Exhibit A, Exhibit B, Company & Project Information





Request for Property Tax Abatement for
Submarine Industrial Base Augmentation in Joplin, Missouri

Æsir Technologies, Inc.

ÆSIR TECHNOLOGIES, INC.

*When **MISSION CRITICAL ENERGY STORAGE** is more than just a tag line.*

Lead Acid Batteries are Causing Problems for the Military and the Danger of Lithium-Ion Fires Prevent its Adoption in Many Applications



The WASHINGTON FREE BEACON

COVERING THE ENEMIES OF FREEDOM THE WAY THE MAINSTREAM MEDIA WON'T

NEWS COLUMNS VIDEOS NEWSLETTER

LATEST NEWS

Almost 40% of US Attack Submarines Out of Commission

The guided missile submarine USS Ohio (SSGN 726) stops for a personnel boat transfer / Getty Images

Nickel Zinc Battery - Supply Chain Resiliency Report

- US Navy is the first in line looking to Nickel-Zinc batteries as the next-generation solution
- US Air Force and US Army also adopting
- Congress is pushing for readiness

Amendment to H.R. 2670

National Defense Authorization Act for Fiscal Year 2024

Offered by: Mr. Alford

In the appropriate place in the report to accompany H.R. 2670, insert the following new Directive Report Language:

Nickel Zinc Battery - Supply Chain Resiliency Report

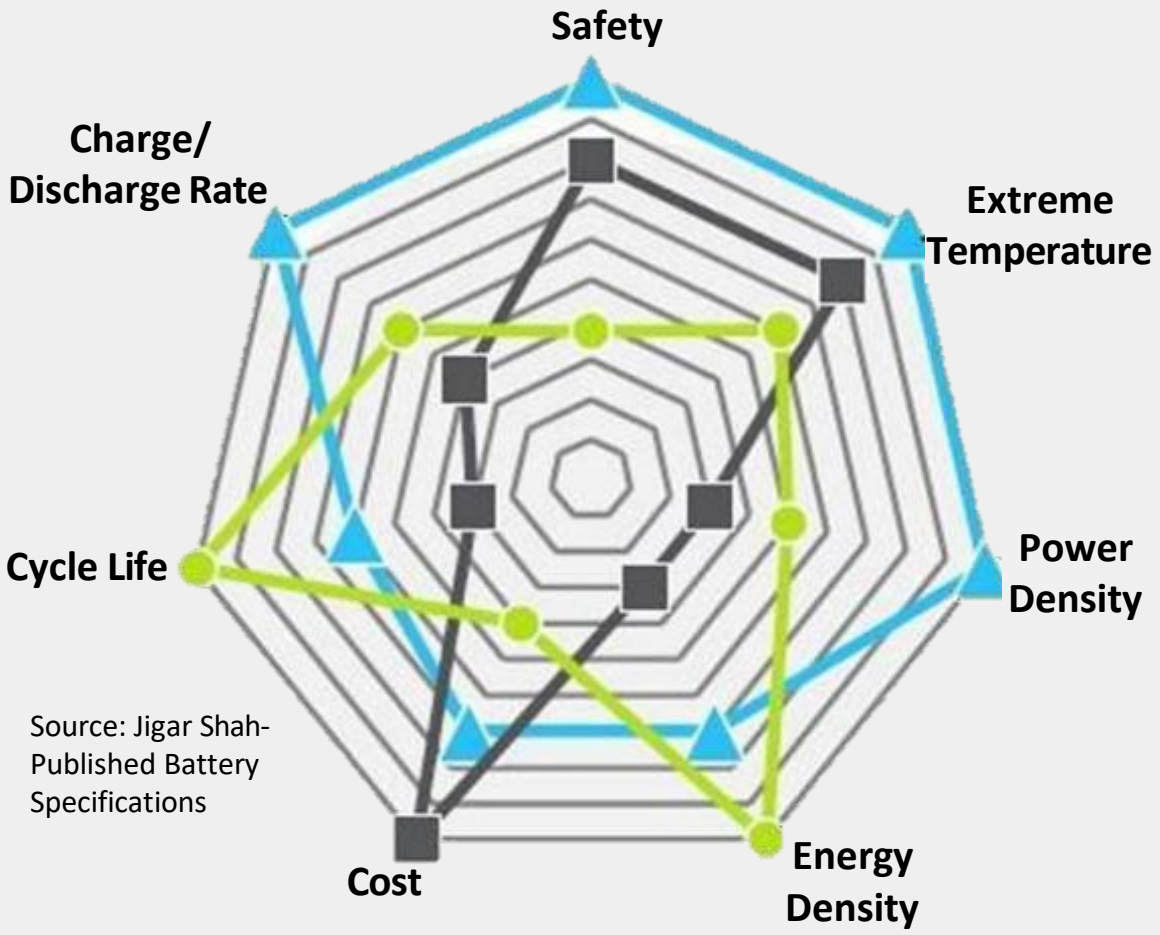
The committee has supported the Navy's need to develop the Nickel Zinc (NiZn) battery chemistry for its VA-Class submarines (VCS). The committee continues to recognize that the development has demonstrated promise for improving diminished VCS readiness rates currently being taken out of service to replace underperforming batteries. The committee also recognizes that NiZn chemistry represents a technology that can be domestically on-shored and can bypass Chinese supply chains. To prevent any additional VCS readiness delays, the committee also recognizes the need for investments in fiscal year 2024 in the domestic NiZn battery production base to ensure full rate production capacity will be achieved upon the Navy's planned completion of Research, Development, Test, and Evaluation at the end of fiscal year 2024.

Therefore, the committee directs the Secretary of the Navy to submit a report to the House Committee on Armed Services and Senate Committee on Armed Services by December 1, 2023, on the need for investment in Nickel Zinc battery production base. The report should include the following information:

(1) The Navy's need to develop the Nickel Zinc battery chemistry for its VA-Class submarines;
(2) Importance of domestic Nickel Zinc battery chemistry and its role in reducing the United States' reliance on Chinese supply chains;
(3) The need for the Navy to ensure full rate production capacity will be achieved upon Navy's planned completion of Research, Development, Test, and Evaluation at the end of fiscal year 2024.

(3) The need for the Navy to ensure full rate production capacity will be achieved upon Navy's planned completion of Research, Development, Test, and Evaluation at the end of fiscal year 2024.

Nickel-Zinc Batteries Outperform Lead-Acid/Safer than Li-ion



Source: Jigar Shah-Published Battery Specifications

- Five-years' successful testing by the US Navy
- Three-years' successful testing by the US Air Force
- Nearly four-years' operation in a data center
- Recent testing for the US Army

Competitive Landscape

- Currently no other US-based manufacturing capacity
- ZincFive competes in the commercial markets
  - Chinese manufacturing disqualifies them for DoD
- There is a submarine alliance between Australia, the United Kingdom, and the USA (AUKUS)
- PMB Defense, an Australian company, will likely be the nickel-zinc supplier to Australia/UK

- The actual competitor is the possible continuation of lead acid by Enersys and Stryten
  - Lead-acid will be discontinued
    - Increasing power & energy requirements of next generation systems
    - New lead-acid batteries are sealed and last half as long as vented

- Barriers to entry
  - Momentum of Lead-Acid – History (Customers are realizing they need more power.)
  - Exuberance of Lithium-Ion – Newness (Customers are realizing they safer power.)
  - Manufacturing Capacity for Nickel-Zinc

Rechargeable Battery TAM ~$150B

- US Defense Market
  - 66 US Submarines - ~$40M/yr
  - 500 Minuteman III Missiles - $5M/yr
  - 700,000 US Army Ground Vehicles - $80M/yr
- US Aircraft - ~$40M/yr
  - Commercial – 5,800
  - Business Jets – 13,800
- US Critical Infrastructure
  - Data Centers - $6B/yr
  - 5G Telcom - $6B/yr

Æsir has already secured many early adopters.

Our ideal customers are those who view battery failure as serious impediment to their mission success.

Go-to-Market Strategy

- Build a pilot facility – Completed
- “Seed the market” with Sample Batteries Proving the Technology
  - Completed with DoD
  - In progress for Critical Infrastructure
- Scale the Factory
  - Cathode – Completed
  - Anode – In Progress (supported by DoD ManTech contract)
  - Automation for Assembly – Future Expansion
- Expand Product Line
  - G31 – Completed
  - Data Center Format – Completed
  - HR8 and other Formats – Future Expansion
  - Aircraft Battery STC

A Jasper County Tax Exemption Would Reinforce our Decision to Expand in Joplin

- Expanding 16,000 square feet onto our existing 33,000 square feet



Investment Required

Source	Amount
Aesir	$14,000,000 (’24-’29)
DoD	$40,000,000 (’24-’26)
Total	$54,000,000

Jobs Created

Job Title	# of New Jobs	Annualized Wage of New Job
Mfg Technician	250	$38,000
Mfg Supervisor	30	$74,000
QC/QA	20	$57,000
Engineering	30	$79,500
Mgmt/Sales/Admin	20	$85,000
Total	350	$16,945,000
Average Wage		$66,700

Q&A

Ægir Technologies, Inc.

THANK YOU

Contacts

Randy Moore
President/CEO
randy.moore@aesirtec.com
(603) 493-5830

Craig Wilkins
Chief Financial Officer
craig.wilkins@aesirtec.com
(509) 939-9309

ÆSIR PROPRIETARY & CONFIDENTIAL


23RD
24TH
PRIGMOR
ROB O'BRIAN
8125 E. 26th St.
26TH
CL 191
QUAIL

Exhibit A
Attached Legal Description

File Number: TTP10-63

Tract 1:
A Tract of land located in the Northwest Quarter (NW1/4) of Section 14, Township 27 North, Range 32 West, in Jasper County, Missouri, being described more fully as follows:
Commencing at the West Quarter (W1/4) corner of said Section 14, a found 5/8 inch iron pin, thence North 00°54'45" East along the West line of said Quarter Section a distance of 424.25 feet, thence South 89°05'15" East a distance of 350.00 feet to the point of beginning, thence South 89°05'15" East a distance of 467.07 feet, thence South 00°54'45" West a distance of 376.96 feet to a point on the North right-of-way line of East Alliance Parkway, thence North 85°07'34" West along said right-of-way line a distance of 317.84 feet, thence North 89°05'15" West along said right-of-way line a distance of 149.98 feet, thence North 00°54'45" East, leaving said right-of-way line, a distance of 355.00 feet to the point of beginning.

Tract 2:
A utility easement described as:
A tract of land located in the Northwest Quarter of Section 14, Township 27 North, Range 32 West, in Jasper County, Missouri, being described more fully as follows:
Commencing at the West Quarter (W1/4) corner of said Section 14, a found 5/8 inch iron pin, thence North 00°54'45" East along the West line of said Quarter Section a distance of 424.25 feet, thence South 89°05'15" East a distance of 350.00 feet to a point, said point being the Northwest corner of Tract 1 and the point of beginning, thence North 00°54'45" East a distance of 25.00 feet, thence South 89°05'15" East a distance of 467.07 feet, thence South 00°54'45" West a distance of 25.00 feet to the Northeast corner of Tract 1, thence North 89°05'15" West along said North line a distance of 467.07 feet to the point of beginning.

JCT

17.25
12.75
30CK

ATTACHMENT B

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% ~~5 yr / 50%~~
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% ~~5 yr / 50%~~	10 yr /100% ~~5yr / 75%~~
County Avg.	10 yr / 80%	10 yr / 90%	**10 yr / 100%**	10 yr / 100% ~~2 yr / 50%~~	10 yr / 100% ~~5 yr / 75%~~	~~15 yr / 100%~~
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% ~~2 yr / 50%~~	10 yr / 100% ~~5 yr / 50%~~	~~15 yr / 100%~~	~~15 yr / 100%~~ ~~5yr / 50%~~
140% CAW	10 yr / 100%	10 yr / 100% ~~2 yr / 50%~~	10 yr / 100% ~~2 yr / 75%~~	10 yr / 100% ~~5 yr / 75%~~	~~15 yr / 100%~~ ~~5 yr / 50%~~	~~20 yr / 100%~~

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

COUNCIL BILL NO. 2023-290 ORDINANCE NO.

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on the existing building and improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 8125 E. 26th St, Joplin, MO and owned by Aesir Technologies, LLC and containing an emergency clause.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created are in the field of technology, manufacturing and engineering.

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes to the existing building and improvements made to property located at 8125 E. 26th St., Joplin, MO more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of 100 percent (100%) commencing January 1, 2024, and continuing to and ending after December 31st, 2033.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Aesir Technologies, LLC is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

Section 4. That Aesir Technologies, LLC has twenty-four months beginning January 1, 2024 to create a minimum of 100 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for property by and on behalf of the City of Joplin, Missouri.

Section 6. That this Ordinance is an emergency within the meaning of Section 2.12, (5)

of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance determines the tax rate and assessments, and as such, is considered an emergency and shall take effect immediately upon passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-525 – Approving a one-year Contract with Berkley to provide stop loss coverage for the City's health self-insurance coverage.

MEETING DATE
November 6, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-525 Ordinance; Exhibit "A" Berkley 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 a one-year contract with Berkley to provide stop loss coverage for the City's health self-insurance coverage for City employees.

BACKGROUND
In early 2020, the City let a bid for dental, vision, life and health insurance services for a five-year period. Stop loss insurance is bid on an annual basis. In October, the stop loss contract is negotiated based on actual claims experience. Bids were let with UMR's preferred providers. As the current provider, Berkley responded with the lowest and best bid for these services. Given the City's large claim history and the bids received, it was determined that the current stop loss coverage should remain at the same level of $175,000 per claim beginning January 1, 2024.

With this level of change, Berkley's bid results in an overall increase of approximately 3% from the current year stop loss cost. The single fee will increase from $54.45 to $57.66 per employee per month. The family fee will increase from $182.97 to $186.67 per employee per month. The annual premium will be approximately $691,500.00, which is an increase of about $20,400.00.

As a result of actual claims costs, the bid process, the stop loss fees and administrative fees, the health insurance premiums will be increasing about 5.6% for 2024. Over the last ten years', the national trend increase for health insurance costs has been 7.4%, while the City's average increase over the same time period has been 5.4%. Claims costs are a function of both utilization and prices. The Joplin Health Nuts continues to work with city employees to decrease utilization and become better "consumers" of health products, in order to try to stay below national trends for health insurance increases.

The City provides single health insurance to employees. The monthly premium will increase from

$573.16 to $605.06 per employee. For family coverage, the City covers 75% and the employee is responsible for 25% of the monthly premium, as well as usage costs set forth in the plan design. The City's monthly premium will increase from $1,203.66 to $1,270.68 per employee. The employee's monthly premium will increase from $401.22 to $423.56. The total estimated increase to the City for this benefit is around $285,000.00.

The contract will begin on January 1, 2024.

FUNDING SOURCE

This item is expensed to all funds based on where employees are charged.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2023-525 **ORDINANCE NO.**

AN ORDINANCE approving a Contract by and between the City of Joplin and Berkley to provide stop loss coverage for the City's health self-insurance coverage 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 containing an emergency clause.

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

Section 1. That a Contract by and between the City of Joplin and Berkley to provide stop loss coverage for the City's health self-insurance coverage on behalf of the employer, the City of Joplin, is hereby approved.

Section 2. That the City Manager, or his designee, is hereby authorized and directed to execute said Agreement, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", by and on behalf of the City of Joplin, Missouri.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (3)(4), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the continuation of benefits for employees, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

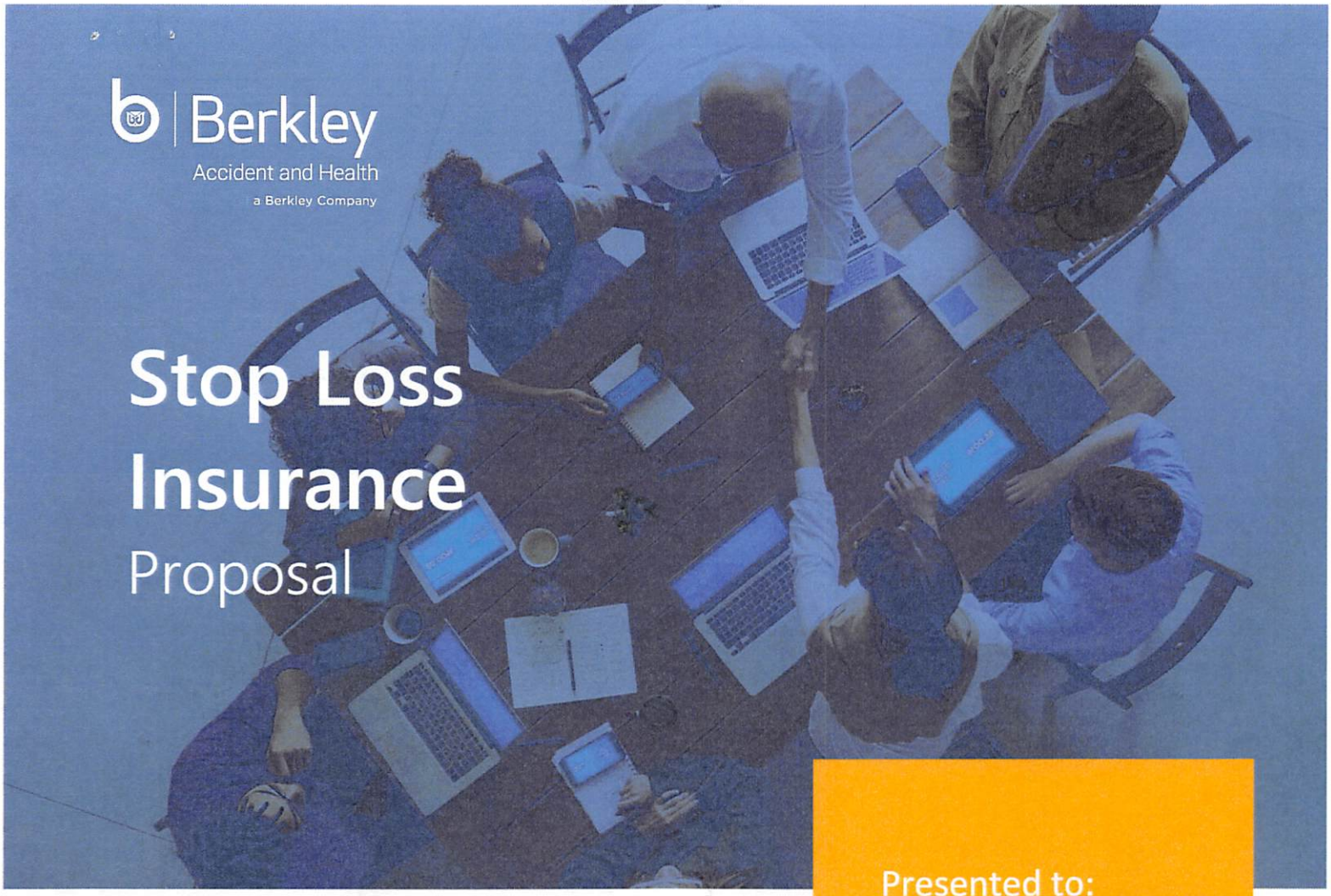
ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"



Berkley
Accident and Health
a Berkley Company

Stop Loss Insurance Proposal

Presented to:

City of Joplin, MO

Prepared for:

Segal

Presented by:
Edward Murphy

Proposal Date: 10/26/2023
Effective Dates: 01/01/2024 - 12/31/2024

Stop Loss Proposal for: City of Joplin, MO
Effective Dates: 01/01/2024 – 12/31/2024
Presented by: Segal
Proposal Number: 315108

Berkley Accident and Health
a Berkley Company

Sales Rep:
Edward Murphy
edmurphy@berkleyah.com

Underwriter:
Brian Murphy
brmurphy@berkleyah.com

Underwritten by: Berkley Life and Health Insurance Company

Specific Stop Loss Insurance		Renewal Option 1
Coverages		Medical, Rx Card
Contract Type		24/12
Annual Specific Deductible per Individual		$ 175,000
Maximum Annual Reimbursement		Unlimited
Maximum Lifetime Reimbursement		Unlimited
Specific Rate(s) Per Month	Enrollment	
Single	271	$ 57.66
Family	225	$ 186.67
Composite	496	$ 116.18
Estimated Annual Premium		$ 691,519
Quoted Rate(s) include Commission of		0.00 %

Overall Cost Summary

Plan Description	Renewal Option 1
Total Annual Fixed Cost	$ 691,519
Maximum Annual Liability	$ 691,519

Stop Loss Proposal for: City of Joplin, MO
Effective Dates: 01/01/2024 – 12/31/2024
Presented by: Segal
Proposal Number: 315108

Berkley Accident and Health
a Berkley Company

Sales Rep:
Edward Murphy
edmurphy@berkleyah.com

Underwriter:
Brian Murphy
brmurphy@berkleyah.com

Underwritten by: Berkley Life and Health Insurance Company

Coverage Selection

Option	Specific	Initial selected Specific option	Aggregate	Initial selected Aggregate option
1	$ 175,000 | 24/12	☐ _____	$ 175,000 |	☐ _____

Signed by: _____ Date: _____

Agent of Record or Administrator

Berkley Accident and Health
a Berkley Company

Sales Rep:
Edward Murphy
edmurphy@berkleyah.com

Underwriter:
Brian Murphy
brmurphy@berkleyah.com

Underwritten by: Berkley Life and Health Insurance Company

Proposal Qualifications and Contingencies

- Renewal Proposal: This is a firm and final proposal, subject to completion of a signed Proposal. This must be received by November 08, 2023, or the rates/factors are subject to change. In order to issue a policy, the following must be provided in addition to the signed proposal and approved by the Company: A. Copy of the completed signed plan document (if any changes). B. Final census.
- UMR will administer all claims. UHC Choice Plus is the underlying PPO network.
- Additional compensation may be paid to a licensed producer in addition to the base commission identified herein.
- The rates and factors quoted are based on the data submitted. Any inaccurate or incomplete data submitted may result in changes. We will not be bound by any typographical errors or omissions contained herein.
- Rx claims are assumed to be included in all Large Claimant and Paid Claim Reporting submitted if Rx coverage is requested. If Rx claims are not included in the Large Claims Reports submitted, the rates and factors are subject to change upon receipt and review of either a Large Claims Report including both Medical and Rx claims, or a report from the Rx vendor for any claimants with $10,000 or more in Rx claims.
- In the event there is a 15% or greater change in enrollment or participation, rates and factors may be recalculated.
- Administration costs and network access fees are not included in the stop loss costs or coverage.
- If any individuals are lasered, only the amount up to the group specific deductible applies to the aggregate for each individual.
- Includes coverage for all retirees. Medicare is primary for all Medicare eligible retirees.
- Policy Alignment with your plan document is subject to review and approval by Berkley and may affect your quoted rates. With Policy Alignment, the Experimental or Investigative Services and Exclusions Coverage endorsements are included. These replace the existing Experimental or Investigative Services definition and Exclusion from the policy and replace it with that of the underlying plan language. Any offer of Plan Alignment does not delegate authority to the Policyholder or any third party in making final claim determinations under stop loss. Berkley will adjudicate claims under stop loss based upon the actual facts and circumstances related to such claims, even when the Plan allows for discretionary authority in making its final interpretations of claim eligibility. Please submit a copy of your executed plan document within 60 days of the effective date for our review and approval.
- The Experimental or Investigative Services Endorsement is included. This Endorsement removes the Experimental or Investigative Services definition from our Policy and replaces it with that of the Underlying plan language.
- The Exclusions Coverage Endorsement is included. This Endorsement removes certain Exclusions of the Stop Loss

Sales Rep:
Edward Murphy
edmurphy@berkleyah.com

Underwriter:
Brian Murphy
brmurphy@berkleyah.com

Underwritten by: Berkley Life and Health Insurance Company

Policy and replaces them with the Exclusions, Limitations, and associated definitions contained within the Plan.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-530 – Approving the first amendment to the amended and restated 32nd Street Place Cooperative Agreement.

MEETING DATE
November 6, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-530 Ordinance; Exhibit "A" First Amendment to the Amended and Restated 32nd Street Place Cooperative Agreement; Exhibit "B" Stormwater Retention/Detention Easement Agreement

REVIEWED BY
Department Head: Leslie Haase; Public Works Director: Dan Johnson; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the first amendment to the amended and restated 32nd Street Place Cooperative Agreement to add work in Tract C detention basin in order for the CID bond proceeds to pay for the work.

BACKGROUND
In August of 2020, the City Council approved the 32nd Street Place Community Improvement District (CID). Woodsonia Joplin, LLC (the developer) submitted a petition to the City to form a community improvement district (CID) for a proposed development located in this general area, called 32nd Street Place.

This amendment changes the Tract C detention basin improvements in order for the CID bond proceeds to cover the associated costs.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis in order to advance this project.

COUNCIL BILL NO. 2023-530 ORDINANCE NO.

AN ORDINANCE approving the First Amendment to Amended and Restated Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC; authorizing the City Manager and the Mayor to execute said First Amendment on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri; and

WHEREAS, on August 3, 2020, the City Council adopted Ordinance No. 2020-113 creating the 32nd Street Place Community Improvement District (the "District") as a political subdivision of the State of Missouri to fund certain public facilities and the rehabilitation of blighted private property within the project area, all in accordance the Missouri Community Improvement District Act, Sections 67.1401-67.1571, Revised Statutes of Missouri, as amended (the "CID Act)"; and

WHEREAS, the boundaries of the District have been subsequently amended by: Ordinance No. 2020-193 dated December 7, 2020; Ordinance No. 2020-205 dated December 21, 2020; Ordinance No. 2021-012 dated January 19, 2021; and Ordinance No. 2021-177 dated December 6, 2021; and

WHEREAS, the District, the City, and Woodsonia Joplin, LLC, a Nebraska limited liability company ("Woodsonia") entered into the Cooperative Agreement dated December 30, 2020, as amended by the First Amendment to Cooperative Agreement dated April 26, 2022 (collectively, the "Cooperative Agreement"), which sets forth the parties' rights and obligations with respect to District administration and the financing and construction of the District's project, which specifically includes: (a) acquisition of property within the District for public improvements; (b) capital improvements within the District as permitted by the CID Act, including (i) Hammons Boulevard improvements and realignment, (ii) traffic light at the intersection of 32nd Street and Hammons Boulevard and other improvements along 32nd Street to its intersection with Rangeline Road, (iii) 36th Street improvements and its intersection with Rangeline Road; and (iv) related hardscape, landscaping, and utility improvements; (c) remediation of blighting conditions on private property within the District as permitted under the CID Act provided that the City Council first determines that the action to be taken is reasonably anticipated to remediate the blighting conditions and will serve a public purpose; (d) administration and operation of the District as permitted under the CID Act; and (e) further all other lawful purposes of the District under the CID Act and services authorized by the formation petition as approved by the City Council (collectively, the "Project"); and

WHEREAS, the qualified voters within the District approved a community improvement sales tax (the "Sales Tax") in a mail-in ballot election and the Sales Tax became effective on January 1, 2021, all in accordance with the CID Act; and

WHEREAS, to finance the Project, the Industrial Development Authority of the City of Joplin, Missouri, issued as of February 15, 2021, its Sales Tax Revenue Bonds (32nd Street Place Community Improvement District Project), Series 2021, in the original principal amount of $15,925,000 (the "2021 Bonds"). The 2021 Bonds are payable solely from the Sales Tax; and

WHEREAS, the District, the City and Woodsonia amended and restated the Cooperative Agreement by the Amended and Restated Cooperative Agreement ("Amended and Restated Cooperative Agreement") dated August 16, 2023, to allow the District to fund in whole or in part: (i) the acquisition of property and the design and construction of public parking lot improvements ("Parking Lot") for a planned movie theater within the District ("Movie Theater Project"); and (ii) demolition of a vacant hotel ("Hotel Demolition") to facilitate the development of one new hotel (and possibly two new hotels) by the HDDA-Joplin, LLC, a Missouri limited liability company ("Hotel Developer"), pursuant to a separate side-letter agreement among the City, Woodsonia, and the Hotel Developer, and such additional improvements and services shall be included as part of the "Project"; and

WHEREAS, Woodsonia has contracted for certain detention area improvements located on Tract C and it is necessary for such work to be added as a Detention Area Improvement as defined in the Amended and Restated Cooperative Agreement and to update the budget attached as Exhibit E-2 to the Amended and Restated Cooperative Agreement to add line items for work related to Tract C; and

WHEREAS, Woodsonia, the City and the District desire to amend the Amended and Restated Cooperative Agreement by the First Amendment to Amended and Restated Cooperative Agreement, in substantially the form attached hereto as Exhibit A, to: (a) revise the definition of Detention Area Improvement to include work performed on detention area Tract C; and (b) update Exhibit E-2, the District's Project budget, to provide for the funding of certain detention area improvements located on Tract C with available 2021 Bond proceeds; and

WHEREAS, Woodsonia, the City and the District desire to enter into the Stormwater Retention/Detention Easement Agreement for detention area Tract C, which is referenced in the First Amendment to Amended and Restated Cooperative Agreement, in substantially the form attached hereto as Exhibit B.

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

Section 1. That the First Amendment to Amended and Restated Cooperative Agreement among the City of Joplin, Missouri, the 32nd Street Place Community Improvement District, and Woodsonia Joplin, LLC, in substantial form as attached hereto as Exhibit A, is approved and the City is authorized to execute said amendment on behalf of the City.

Section 2. That the Stormwater Retention/Detention Easement Agreement among the City of Joplin, Missouri, the 32nd Street Place Community Improvement District, Woodsonia Joplin, LLC, and Woodsonia Joplin Apartments, LLC, in substantial form as attached hereto as Exhibit B, is approved and the City is authorized to execute said amendment on behalf of the City.

Section 3. The City Manager, the Mayor, the City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City the First Amendment to Amended and Restated Cooperative Agreement, the Stormwater Retention/Detention Easement Agreement, and all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 4. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 5. This Ordinance relating to the First Amendment to Amended and Restated Cooperative Agreement and the Stormwater Retention/Detention Easement Agreement is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (6), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage. The First Amendment to Amended and Restated Cooperative Agreement and the Stormwater Retention/Detention Easement Agreement need to be approved to advance the District's project.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of

_____, 2023, by a _____ vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

First Amendment to Amended and Restated Cooperative Agreement

Exhibit B

Stormwater Retention/Detention Easement Agreement

"EXHIBIT A"

FIRST AMENDMENT TO AMENDED AND RESTATED COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT,

and

WOODSONIA JOPLIN, LLC

EXHIBITS

A. Legal Description and Map – Current District Area

E-2. CID Project Budget (to be paid from the Obligations) (Further Revised)

FIRST AMENDMENT TO AMENDED AND RESTATED COOPERATIVE AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED COOPERATIVE AGREEMENT ("Amendment"), entered into as of this _____ day of _____, 2023, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the 32ND STREET PLACE COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and WOODSONIA JOPLIN, LLC, a Nebraska limited liability company (the "Developer") (the City, District, and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires). This Amendment supplements and amends that certain Amended and Restated Cooperative Agreement dated August 16, 2023 among the Parties (the "Cooperative Agreement" or "Agreement").

RECITALS

WHEREAS, the Parties desire to amend the Cooperative Agreement to (i) update the definition of "Detention Area Improvements" to include improvements to and within the regional stormwater basin located on Tract C as shown on **Exhibit H** of the Cooperative Agreement and (ii) update the budget for CID Project Costs payable with available proceeds of the 2021 Bonds as described in **Exhibit E-2** of the Cooperative Agreement to include CID Project Costs related to improvements related to Tract C; and

WHEREAS, the property currently within the District is legally described and shown on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area").

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Amendment are material to this Amendment and are hereby incorporated into and made a part of this Amendment as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Amendment that makes reference to an exhibit.

Section 1.2. Amended Definitions.

The words and terms defined in Section 1.2 of the Cooperative Agreement (or as they appear elsewhere in the Cooperative Agreement) are hereby amended to include the following words and terms, which shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"Detention Area Improvements" means improvements to and within the three (3) regional stormwater detention basins located on Tracts A, B, and C as shown on **Exhibit H**.

"Public Improvements" means: (a) the Hammons Boulevard Improvements; (b) the Detention Area Improvements; (b) the Traffic Signal Improvements; (c) utility relocations, medians, turn lanes, or other improvements within the District Area and the public right-of-way as

may be required by the City or MoDOT in connection with the Public Improvements, including, without limitation, the 32nd Street Improvements and the 36th Street Improvements; (d) the Movie Theater Parking Lot Improvements; and (e) such other improvements that may be acquired and constructed in accordance with this Agreement and the CID Act as part of CID Project. The location of the Public Improvements are shown on **Exhibit H**.

ARTICLE 2: AMENDMENTS

Section 2.1. The Recital second from the bottom on Page 7 is deleted in its entirety and replaced with:

> WHEREAS, to facilitate construction of the Movie Theater Project, the District intends to: (i) acquire that portion of the Movie Theater Property necessary for construction of the Movie Theater Parking Lot on the Movie Theater Parking Lot Property pursuant to a separate Purchase and Agreement; and (ii) own the Movie Theater Parking Lot Property, until the 2021 Bonds are paid in full (or as otherwise provided herein); and

Section 2.2 Section 4.5.A.2 is deleted in its entirety and replaced with:

2. Detention Area Improvements. As part of the Public Improvements Property, the District will own the sites for the Detention Area Improvements shown as Tracts A, B, and C on **Exhibit H** and the Detention Area Improvements on Tracts A, B, and C will be constructed as part of the CID Project and funded with the Obligations.

   a. The District shall continue to own title to the Detention Area Improvements for so long as the Obligations are outstanding and the District shall be responsible for maintenance of the Detention Area Improvements on Tract A and Tract B. The Parties acknowledge that the CID Sales Tax Revenue is the District's sole source of funding to maintain the Detention Area Improvements on Tract A and Tract B and that such maintenance costs will be an Operating Cost that must be appropriated for payment by the District each year in its annual budget.

   b. As an alternative to the District maintaining the Detention Area Improvements on Tract A and Tract B as provided in subsection (a) above, the District may hire the City, the owner of the Carved-Out Tract, or other third party service provider to maintain the Detention Area Improvements on Tract A and Tract B pursuant to a separate, mutually acceptable maintenance agreement with the City, the then owner of the Carved-Out Tract, and/or other third party service provided. Notwithstanding the foregoing, the Parties anticipate that Menard (or other owner of the Carved-Out Tract), at its sole cost, will maintain Tract A and Tract B during the District's ownership of Tract A and Tract B pursuant to a mutually acceptable maintenance agreement, which may also include the terms and conditions of the conveyance of Tract A and Tract B from the District to Menard (or other owner of the Carved-Out Tract) when the Obligations are paid in full. The Parties anticipate that in consideration of Menard, Inc's (or other owner of the Carved-Out Tract) payment of maintenance costs while the Obligations are

outstanding that the purchase price for the conveyance of Tract A and Tract B will be $1.00.

Section 2.3. Section 4.5.B.3 is deleted in its entirety and replaced with:

3. Detention Area Improvements on Tract C. Upon completion of the Detention Area Improvements on Tract C, the District will continue to own title to that portion of the Public Improvements Property upon which the Detention Area Improvements on Tract C are constructed. The Parties acknowledge that the Detention Area Improvements on Tract C are necessary due to the development of a multifamily project and other planned development on adjacent property owned by the Developer (or Developer's Affiliate). The Developer, at its sole cost, shall maintain the Detention Area Improvements on Tract C during the District's ownership of Tract C until the 2021 Bonds are paid in full pursuant to a separate Stormwater Retention/Detention Easement among the District, the Developer, and the City ("Tract C Easement"). In exchange for the Developer's agreement to maintain the Detention Area Improvements on Tract C pursuant to the Tract C Easement, the District shall convey title to Tract C, including the Detention Area Improvements thereon, for $1.00 to the Developer (or the then current owner of the adjacent multifamily project the Detention Ponds property) upon payment in full of the 2021 Bonds. The Developer shall maintain Tract C, including the Detention Area Improvements thereon, as provided in the Tract C Easement. The District shall convey Tract C, including the Detention Area Improvements thereon, by means of a Special Warranty Deed in a form reasonably acceptable to the Developer within 30 days of the 2021 Bonds being paid in full or such other date mutually acceptable to the District and the Developer. All costs for closing on the transfer of title of the Tract C, including the Detention Area Improvements thereon, shall be paid for by the Developer, including, but not limited to, title company fees, recording fees, the cost of any title commitment and title policy as the Developer may order, the cost of any survey as the Developer may order, and the cost of any environmental assessment report or other due diligence work as the Developer may order. It is anticipated that Tract C, including the Detention Area Improvements thereon, will be exempt from real property taxes during the District's ownership and that there will be no need to prorate taxes in the year the transfer closes.

At such time as the District conveys title to Tract C, including the Detention Area Improvements thereon, to the Developer, the District shall make no covenant, representation or warranty, either express or implied, including, without limitation, any implied warranty of condition or warranty relating to any conditions or defects, hidden, latent or otherwise. The Developer, having maintained Tract C, including the Detention Area Improvements thereon, and having had the opportunity to observe its physical characteristics and conditions to conduct such investigation and study on and of Tract C, including the Detention Area Improvements thereon, as it deems necessary, shall acknowledge and agree that Tract C, including the Detention Area Improvements thereon, is to be conveyed to, and accepted by the Developer, in its then present condition, "AS IS", for its continued use and operation by

the Developer as a regional stormwater facility. All rights and obligations of the Developer under this Agreement regarding the maintenance of the Detention Area Improvements on Tract C as required by this Agreement and the Tract C Easement and the transfer of title to Tract C, including the Detention Area Improvements thereon, shall apply to the Developer's successors and assigns.

Section 2.4. Section 4.5.B.5 is deleted in its entirety and replaced with:

5. Movie Theater Parking Lot Improvements. Upon completion of the Movie Theater Parking Lot Improvements by the Developer, the District will retain ownership of the Movie Theater Parking Lot and the Movie Theater Parking Lot Improvements, subject to and in accordance with this Agreement and the Development and Easement Agreement, until the last to occur of: (a) the 2021 Bonds, or any Obligation issued to refinance the 2021 Bonds, are paid in full; and (b) the expiration of the twenty (20)-year useful life of the Movie Theater Parking Lot Improvements to be constructed on the Movie Theater Parking Lot Property. All costs and expenses for the operation and maintenance of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements shall be as provided in this Agreement and the Development and Easement Agreement and the District shall have no responsibility or liability for any such costs and expenses.

   The District shall convey to the Developer, to 32nd Street Entertainment, LLC, a wholly-owned affiliate of the Developer, which is the owner of the Movie Theater Property, or other acceptable third party, and such party shall accept, fee simple title to the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements for $1.00 by means of a quit claim deed in a form reasonably acceptable to the District and the Developer within thirty (30) days (or such other period mutually acceptable to the District and the Developer) upon the last to occur of: (a) the 2021 Bonds, or any Obligation issued to refinance the 2021 Bonds, being paid in full; and (b) the expiration of the twenty (20)-year useful life of the parking lot improvements to be constructed on the Movie Theater Parking Lot Property. All costs for closing on the transfer of title to the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements to the Developer shall be paid for by the Developer, including, but not limited to, title company fees, recording fees, the cost of any title commitment and title policy as the Developer may order, the cost of any survey as the Developer may order, and the cost of any environmental assessment report or other due diligence work as the Developer may order. It is anticipated that the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements will be tax exempt during the District ownership through the end of the calendar year of transfer, and that there will be no need to prorate taxes in the year the transfer closes; provided, however, regardless of the tax status of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements following the transfer date, the District shall have no liability for any taxes or assessments assessed following the transfer date during the year of transfer or subsequent years.

At such time as the District conveys fee simple title to the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements to the Developer, the District shall make no covenant, representation or warranty, either express or implied, including, without limitation, any implied warranty of condition or warranty relating to any conditions or defects, hidden, latent or otherwise. The Developer having had the opportunity to observe its physical characteristics and conditions to conduct such investigation and study on and of the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements as it deems necessary, shall acknowledge and agree that the Movie Theater Parking Lot Property and the Movie Theater Parking Lot Improvements is and are to be conveyed to, and accepted by the Developer, in its then present condition, "AS IS", for its continued use and operation by the Developer (or by B&B Movie Theatres or its successors and assigns) as a parking lot.

Section 2.5. **Exhibit E-2** (CID Project Budget (to be paid with Obligations)) attached to the Cooperative Agreement is deleted and replaced with **Exhibit E-2** attached to this Amendment.

ARTICLE 3: MISCELLANEOUS

Section 3.1. Modification.

The terms, conditions, and provisions of this Amendment can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Amendment as approved shall be attached hereto and incorporated herein by reference.

Section 3.2. Applicable Law; Common Representation.

This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Newton County Circuit Court or Jasper County Circuit Court, as applicable. The District and the Developer agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the Developer hereby consent to common representation.

Section 3.3. Validity and Severability.

It is the intention of the Parties hereto that the provisions of this Amendment shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Amendment. Accordingly, if any provision of this Amendment shall be deemed invalid or unenforceable in whole or in part, this Amendment shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Amendment in order to render the same valid and enforceable.

Section 3.4. Execution of Counterparts.

This Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 3.5. Recording of Agreement.

Upon full execution by the District, Developer and City, this Amendment or a memorandum of this Amendment, shall be recorded by the City, at the District's expense, in the Office of the Recorder of Deeds for Newton County, in Neosho, Missouri, and in the Office of the Recorder of Deeds for Jasper County, in Carthage, Missouri.

Section 3.6 No Conflict with Series 2021 Bonds.

The Parties agree and acknowledge that this Amendment is not intended and shall not be construed to modify, amend or waive any provision of the Original Agreement relating to any matter prohibited by, or requiring Trustee consent, as required under Section 4.4 of the Financing Agreement dated as of February 15, 2021 between the District and the IDA.

Section 3.7 Full Force and Effect.

Except as amended by this Amendment, the Cooperative Agreement shall remain in full force and effect and binding upon the Parties and their successors and permitted assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer, the District, and the City have caused this Amendment to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF JOPLIN, MISSOURI

By: _____
Nick Edwards, City Manager

ATTEST:

_____
Barbara Gollhofer, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this _____ day of _____, in the year 2023, before me, a Notary Public in and for said state, personally appeared Nick Edwards, the City Manager of the City of Joplin, known to me to be the person who executed the within Amendment on behalf of the City of Joplin, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this _____ day of _____, 2023.

_____
Notary Public

My Commission Expires:

DEVELOPER:

WOODSONIA JOPLIN, LLC

By:_____
Drew Snyder, Manager

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____ in the year 2023 before me, a Notary Public in and for said state, personally appeared Drew Snyder, Manager of Woodsonia Joplin, LLC, a Nebraska limited liability company, known to me to be the person who executed the within Amendment on behalf of said company and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2023.

_____
Notary Public

My Commission Expires:

CID:

32ND STREET PLACE COMMUNITY
IMPROVEMENT DISTRICT

By: _____
Giltner B. Stevens, Chairman

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this ___ day of October, in the year 2023, before me, a Notary Public in and for said state, personally appeared Giltner B. Stevens, the Chairman of the 32ND Street Place Community Improvement District, known to me to be the person who executed the within Amendment on behalf of the 32ND Street Place Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of October, 2023.

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND MAP – CURRENT DISTRICT AREA

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°22'35" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 225.28 FEET; THENCE SOUTH 88°36°58" EAST, A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), THENCE NORTH 47°54'24" EAST, A DISTANCE OF 36.52 FEET; THENCE SOUTH 88°49'26" EAST, A DISTANCE OF 116.65 FEET; THENCE SOUTH 45°04'38" EAST, A DISTANCE OF 45.99 FEET; THENCE SOUTH 88°49'29" EAST, A DISTANCE OF 93.80 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 351 AT PAGE 2535; THENCE SOUTH 01°17'42" WEST, ALONG SAID EAST LINE, A DISTANCE OF 99.69 FEET; THENCE SOUTH 88°40'47" EAST, ALONG THE SOUTH LINE OF TWO TRACTS OF LAND DESCRIBED ON BOOK 351 AT PAGE 2535 AND BOOK 334 AT PAGE 1685 TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 334 AT PAGE 1685, A DISTANCE OF 349.37 FEET; THENCE NORTH 01°20'14" EAST, ALONG THE EAST LINE OF THE LAST MENTIONED TRACT OF LAND, A DISTANCE OF 329.70 FEET TO A POINT ON THE NORTH LINE OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 19, A DISTANCE OF 1516.61 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST, ALONG THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 1644.63 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 1117.64 FEET; THENCE NORTH 63°13'15" WEST, A DISTANCE OF 103.00 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 106.34 FEET; THENCE SOUTH 26°46'58" WEST, A DISTANCE OF 69.40 FEET; THENCE NORTH 88°25'48" WEST, A DISTANCE OF 147.57 FEET; THENCE SOUTH 01°34'45" WEST, A DISTANCE OF 156.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 03°50'48" EAST, A RADIUS OF 1205.54 FEET, FOR AN ARC DISTANCE OF 331.08 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING INGRESS/EGRESS EASEMENT DESCRIBED IN BOOK 353 AT PAGES 13767 & 13738; THENCE SOUTH 88°27'31" WEST, ALONG THE NORTH LINE OF SAID INGRESS/EGRESS EASEMENT, A DISTANCE OF 378.02 FEET, SAID POINT BEING ON A NONTANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°37'33" WEST, A RADIUS OF 830.54 FEET, FOR AN ARC DISTANCE OF 60.97 FEET, SAID POINT BEING AT THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 332 AT PAGE 708; THENCE NORTH 88°27'31" EAST, ALONG THE NORTH LINE OF SAID TRACT OF LAND IN BOOK 332 AT PAGE 708, A DISTANCE OF 524.91 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 01°31'29" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 759.62 FEET, TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND; THENCE SOUTH 88°25'00" WEST, ALONG THE SOUTH LINE OF SAID TRACT OF LAND, A DISTANCE OF 50.32 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 364 AT PAGE 3348; THENCE SOUTH 01°33'07" EAST, ALONG THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 426.15 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE U.S. INTERSTATE NO. 44, AS PREVIOUSLY ESTABLISHED, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVIG A CHORD BEARING OF SOUTH 83°18'13" WEST, A RADIUS OF 5482.90, FOR AN ARC DISTANCE OF 593.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 86°31'35" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 251.82 FEET TO THE SOUTHEAST CORNER OF LOT 3, HAMMONS SILVER CREEK SUBDIVISION,

AS RECORDED IN PLAT BOOK 7 AT PAGE 22; THENCE NORTH 72°49'10" WEST, ALONG THE SOUTH LINES OF LOTS 3, 2 OF SAID SUBDIVISION AND THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE NO. 44, A DISTANCE OF 652.09 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 34°50'17" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 169.37 FEET; THENCE NORTH 52°54'46" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.12 FEET; THENCE NORTH 64°12'51" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 56.53 FEET; THENCE NORTH 74°00'08" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DSTANCE OF 86.28 FEET; THENCE NORTH 02°18'22" EAST, ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 137.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HAMMONS BLVD; THENCE SOUTH 89°31'20" WEST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 90.72 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'56" WEST, A RADIUS OF 1415.47 FEET, FOR AN ARC DISTANCE OF 101.08 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 88°24'57" WEST, A RADIUS OF 1365.88 FEET, FOR AN ARC DISTANCE OF 98.28 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°31'21" WEST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANC OF 434.42 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT AND ALONG SAID SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 45°28'39" WEST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET; THENCE NORTH 00°28'39" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 39.80 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG THE WEST AND SOUTH, SOUTH RIGHT OF WAY LINE, HAVING A CHORD BEARING OF NORTH 44°06'48" WEST, A RADIUS OF 67.48 FEET, FOR AN ARC DISTANCE OF 102.78 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°23'02" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 216.47 FEET TO THE NORTHWEST CORNER OF PARCEL 1 OF DRURY FIRST SUBDIVISION, AS RECORDED IN BOOK 4 AT PAGE 14; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 174.00 FEET; THENCE SOUTH 01°33'55" WEST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 40.50 FEET; THENCE SOUTH 88°45'52" EAST, ALONG THE NORTH LINE OF SAID PARCEL 1, A DISTANCE OF 204.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 365 AT PAGE 7078; THENCE NORTH 01°33'55" EAST, ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 195.50 FEET TO A POINT ON THE SOUTH LINE OF 36TH STREET, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 88°45'52" ALONG THE SOUTH RIGHT OF WAY LINE OF SAID 36TH STREET, A DISTANCE OF 221.50 FEET TO A POINT ON THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652; THENCE NORTH 01°33'57" EAST, THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 348 AT PAGE 12652, A DISTANCE OF 360.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED IN BOOK 357 AT PAGE 873; THENCE NORTH 88°53'34" WEST, ALONG THE NORTH LINE OF THE LAST WRITTEN TRACT OF LAND AND THE NORTH LINE OF PARCEL 4, DRURY FIRST SUBDIVISION, AS RECORDED IN PLAT BOOK 4 AT PAGE 14, A DISTANCE OF 329.77 FEET; THENCE NORTH 01°16'16" EAST, ALONG THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 346 AT PAGE 2404, A DISTANCE OF 263.97 FEET TO THE NORTHEAST CORNER OF SAID TRACT OF LAND; THENCE NORTH 88°41'12" WEST, ALONG THE SOUTH LINE OF LOT 1, DARRELL L. ROGERS 2008 TRUST ADDITION AS RECORDED IN PLAT BOOK 14 AT PAGE 1, A DISTANCE OF 283.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD); THENCE NORTH 01°15'44" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71 (RANGE LINE ROAD), A DISTANCE OF 701.14 FEET TO THE **POINT OF BEGINNING.**

EXCEPT THAT PART DESCRIBED AS FOLLOWS:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 678.82 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 571.49 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 969.71 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 969.71 FEET; THENCE NORTH 01°34'24" EAST, A DISTANCE OF 562.48 FEET TO THE **POINT OF BEGINNING**.

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.30 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 02°52'54" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 127.13 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING ON NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 83°56'35" EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 55.95 FEET; THENCE SOUTH 88°36'47" EAST, A DISTANCE OF 605.51 FEET; THENCE SOUTH 01°37'40" EAST, A DISTANCE OF 76.59 FEET; THENCE SOUTH 88°22'20" EAST, A DISTANCE OF 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF SOUTH 08°53'10" EAST, A RADIUS OF 503.07 FEET, FOR AN ARC DISTANCE OF 158.86 FEET TO A POINT OF REVERSE CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF SOUTH 08°01'02" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 83.62 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 962.36 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 954.46 FEET; THENCE SOUTH 04°07'26" WEST, A DISTANCE OF 4.42 FEET; THENCE NORTH 88°36'06" WEST, A DISTANCE OF 1015.66 FEET TO THE BEGINNING OF A NON-TANGENT CURV TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 06°43'32" WEST, A RADIUS OF 320.00 FEET, FOR AN ARC DISTANCE OF 86.44 FEET; THENCE NORTH 00°49'44" EAST, A DISTANCE OF 623.79 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 33°50'51" EAST, A RADIUS OF 112.00 FEET, FOR AN ARC DISTANCE OF 128.37 FEET; THENCE SOUTH 88°40'47" EAST, A DISTANCE OF 19.16 FEET; THENCE NORTH 01°20'14" EAST, A DISTANCE OF 4.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 84°12'52" EAST, A RADIUIS OF 110.31 FEET, FOR AN ARC DISTANCE OF 28.32 FEET; THENCE SOUTH 88°25'13" EAST, A DISTANCE OF 44.20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING

OF NORTH 76°18’30” EAST, A RADIUS OF 241.50 FEET, FOR AN ARC DISTANCE OF 128.74 FEET; THENCE NORTH 63°34’59” EAST, A DISTANCE OF 18.43 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A CHORD BEARING OF NORTH 71°11’32” EAST, A RADIUS OF 209.04 FEET, FOR AN ARC DISTANCE OF 37.09 FEET TO THE **POINT OF BEGINNING**. CONTAINING 346,498.22 SQ. FEET (7.95 ACRES).

BUT INCLUDING THE FOLLOWING ANNEXED PROPERTY TRACTS ADDED TO THE DISTRICT AREA:

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29’34” EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51’36” EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51’36” EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 622.51 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23’26” WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51’36” WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 643.25 FEET; THENCE SOUTH 88°25’48” EAST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**. CONTAINING 6,328.81 SQ. FEET (0.15 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29’34” EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51’36” EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1644.63; THENCE NORTH 88°25’48” WEST, A DISTANCE OF 16.40 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING NORTH 88°25’48” WEST, A DISTANCE OF 1101.24 FEET; THENCE SOUTH 01°34’12” WEST, A DISTANCE OF 18.92 FEET; THENCE SOUTH 88°25’48” EAST, A DISTANCE OF 1125.83 FEET; THENCE NORTH 50°51’36” WEST, PARALLEL WITH SAID WEST RIGHT OF WAY, A DISTANCE OF 31.02 FEET TO THE **POINT OF BEGINNING**. CONTAINING 21,064.49 FEET (0.48 ACRES)

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 01°23'02" WEST, ALONG THE WEST LINE OF SAID FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2149.36 FEET; THENCE SOUTH 88°36'58" EAST, A DISTANCE OF 125.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°36'58" EAST, A DISTANCE OF 2.64 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVISOUSLY ESTABLISHED; THENCE SOUTH 00°28'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2.36 FEET TO THE BEGINNING OF CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 45°28'39" EAST, A RADIUS OF 175.00 FEET, FOR AN ARC DISTANCE OF 274.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD; THENCE NORTH 89°31'21" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAMMONS BLVD, A DISTANCE OF 352.25 FEET; THENCE SOUTH 0124'10" WEST, ALONG THE WEST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 287 AT PAGE 385, A DISTANCE OF 43.86 FEET TO THE NORTH RIGHT OF WAY OF LINE OF INTERSTATE ROUTE NO. 44; THENCE NORTH 88°36'58" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44, A DISTANCE OF 535.35 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF SAID INTERSTATE ROUTE NO. 44 AND THE EAST RIGHT OF WAY LINE OF SOUTH RANGELINE ROAD, AS PREVIOUSLY ESTABLISHED; THENCE NORTH 01°23'02" EAST, ALONG THE EAST RIGHT OF WAY LINE OF SAID SOUTH RANGELINE ROAD, A DISTANCE OF 204.00 FEET TO THE **POINT OF BEGINNING**. CONTAINING 26,374.65 SQ. FEET (0.61 ACRES).

AND

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 916.73 FEET; THENCE SOUTH 01°29'03" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF (A.K.A. 32ND STREET) AND THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF HAMMONS BLVD, AS PREVIOUSLY ESTABLISHED; THENCE CONTINUING SOUTH 01°29'03" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 99.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE, HAVING A CHORD BEARING OF SOUTH 14°06'27" EAST, A RADIUS OF 834.27 FEET, FOR AN ARC DISTANCE OF 454.04 FEET; THENCE SOUTH 88°25'36" EAST, A DISTANCE OF 603.02 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 88°25'36" EAST, A DISTANE OF 7.35 FEET; THENCE SOUTH 01°34'24" WEST, A DISTANCE OF 562.48 FEET; THENCE NORTH 88°25'36" WEST, A DISTANCE OF 15.25 FEET; THENCE NORTH 04°07'26" EAST, A DISTANCE OF 195.92 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 02°52'33" EAST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 21.13 FEET; THENCE NORTH 01°37'40" EAST, A DISTANCE OF 305.84 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND TANGENT TO THE LAST DESCRIBED COURSE; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A CHORD BEARING OF NORTH 00°43'30" WEST, A RADIUS OF 485.00 FEET, FOR AN ARC DISTANCE OF 39.93 FEET TO THE **POINT OF BEGINNING**. CONTAINING 4316.13 SQ. FEET (0.10) ACRES.

AND (PROPERTY ANNEXED IN DECEMBER 2021)

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18 AND ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, ALL IN TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, IN JASPER AND NEWTON COUNTIES, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF KANSAS CITY SOUTHERN RAILWAY; THENCE SOUTHEASTERLY, WITH THE NORTHEASTERLY LINE OF SAID PARCEL 20401800000047000 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF THE KANSAS CITY SOUTHERN RAILWAY AND THEIR SOUTHEASTERLY PROLONGATION TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 18 AND THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE WESTERLY, WITH THE NORTH LINE OF SAID SECTION 19, TO A POINT ON THE NORTHERLY PROLONGATION OF THE EAST LINE OF PARCEL 04401900000000900; THENCE SOUTHERLY, WITH THE NORTHERLY PROLONGATION OF SAID EAST LINE, TO THE SOUTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE WESTERLY AND SOUTHWESTERLY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE ON E. 32ND STREET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE NORTHERLY PROLONGATION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET; THENCE SOUTHEASTERLY AND EASTERLY, WITH THE NORTH RIGHT-OF-WAY LINE OF E. 32ND STREET, TO THE SOUTHWEST CORNER OF PARCEL 20401800000047000 (3323 E 32ND STREET); THENCE NORTHERLY, WITH THE WEST LINE OF SAID PARCEL 20401800000047000 (3323 E 32ND STREET) TO THE POINT OF BEGINNING.

AND

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, AND ALL THAT PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, BEING GENERALLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 4, DRURY 1, A SUBDIVISION IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET, THENCE SOUTHERLY WITH THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID PARCEL 4, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE WESTERLY WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF E. 36TH STREET AND THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD, 75 FEET; THENCE WESTERLY, AND NO LONGER WITH THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE NORTHERLY, WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD, 190 FEET; THENCE EASTERLY, AND NO LONGER WITH THE WEST RIGHT-OF-WAY OF S. RANGE LINE ROAD TO A POINT ON THE EAST RIGHT-OF-WAY OF S. RANGE LINE ROAD; THENCE SOUTHERLY, WITH THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD 75 FEET TO THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF S. RANGE LINE ROAD AND THE NORTH RIGHT-OF-WAY LINE OF E. 36TH STREET; THENCE EASTERLY, WITH THE NORTH RIGHT-OF-WAY OF E. 36TH STREET, TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACTS ADDED IN DECEMBER 2021 CONTAIN 291,167 SQ. FEET (6.68 ACRES).

THE ABOVE DESCRIBED DISTRICT AREA CONTAINS IN TOTAL 114.94 ACRES, MORE OR LESS.

PLUS, additional property adjacent to Rangeline Road, 32nd Street, or 36th Street that is part of the planned project of the District shall automatically become property within the District at such time as such property is dedicated to the City of Joplin or the Missouri Department of Transportation as public right-of-way by plat or other conveyance.

MAP OF DISTRICT AREA ON NEXT PAGE

EXHIBIT E-2

CID PROJECT BUDGET (to be paid from the Obligations) (Revised)

STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT

Recorder's Cover Sheet

Return Address:
20010 Manderson Street, Suite 101, Elkhorn, NE 68022

Grantors: 32nd Street Place Community Improvement District

Grantees: Woodsonia Joplin, LLC,
20010 Manderson Street, Suite 101, Elkhorn, NE 68022

Woodsonia Joplin Apartments, LLC
20010 Manderson Street, Suite 101, Elkhorn, NE 68022

Legal Description: See Exhibits A, B, and C

Document or instrument number if applicable:

EXHIBIT "B"

STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT

THIS STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT (this "**Agreement**") is made and entered into on _____, 2023, by and among Woodsonia Joplin, LLC, a Nebraska limited liability company, and Woodsonia Joplin Apartments, LLC, a Nebraska limited liability company, and each having a mailing address of: 20010 Manderson Street, Suite 101, Elkhorn, NE 68022 (collectively "**Woodsonia**"), 32nd Street Place Community Improvement District, a Missouri political subdivision (the "**CID**"), and having a mailing address of: 4510 Belleview Avenue, Suite 300, Kansas City, MO 64111, and the City of Joplin, Missouri, a constitutional charter city and a Missouri political subdivision, and having a mailing address of: 602 S. Main Street, Joplin, MO 64801 (the "**City**"). Woodsonia, the CID, and the City are sometimes referred to herein each as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Woodsonia Joplin, LLC is the owner of Tract #1 and Woodsonia Joplin Apartments, LLC, is the owner of Tract #2, each tract a certain parcel of land located in the City of Joplin, County of Newton, State of Missouri, and legally described on **Exhibit A** attached hereto (the "**Woodsonia Property**");

WHEREAS, CID is the owner of that certain parcel of land located in the City of Joplin, County of Newton, State of Missouri, and legally described on **Exhibit B** attached hereto (the "**CID Property**"), upon which will be constructed a stormwater retention/detention pond as shown on **Exhibit C**. The Woodsonia Property and the CID Property are sometimes referred to herein collectively as the "**Property**"; and

WHEREAS, it is the desire of the Parties to establish for the benefit of Woodsonia and all subsequent owners of the Woodsonia Property, and their respective successors and assigns, a stormwater retention/detention easement over and upon the CID Property in accordance with the terms and provisions set forth below.

NOW, THEREFORE, the Parties, for and in consideration of their respective undertakings, hereby covenant and agree as follows**:**

ARTICLE ONE
EASEMENT

1.01 Recitals. The Parties hereby affirm the above Recitals, which are hereby incorporated into this Agreement by reference.

1.02 Grant of Easement Rights. Subject to all matters of record and the terms set forth in this Agreement, the CID hereby grants to Woodsonia and the City (to the extent necessary under Section 2.03 below) a non-exclusive, perpetual easement for the purpose of discharging surface water runoff from the Woodsonia Property through a stormwater retention/detention pond, underground stormwater pipes, and other related appurtenances (collectively, the "**Stormwater Retention/Detention Facilities**") to be located on the CID Property as described on **Exhibit B** and shown on **Exhibit C**, which Stormwater Retention/Detention Facilities shall be sufficient to serve the Woodsonia Property, together with reasonable rights of ingress and egress over and across the CID Property for purposes of enacting the foregoing easement rights. The cost for the CID to acquire the CID Property and for Woodsonia to construct the

Stormwater Retention/Detention Facilities (pursuant to Section 2.01 below) is being funded by CID sales tax revenue bonds (the "**2021 Bonds**") issued by the Industrial Development Authority of the City of Joplin, Missouri.

ARTICLE TWO
MAINTENANCE OF STORMWATER RETENTION/DETENTION POND

2.01. Construction and Maintenance. Woodsonia shall be responsible for the construction and maintenance of the Stormwater Retention/Detention Facilities in accordance with all applicable laws and ordinances as may be in effect from time to time. Upon the closing of the SWPP permits associated with the construction of the Stormwater Retention/Detention Facilities, Woodsonia, at its own cost, shall be responsible for maintaining (and replacing as necessary) the Stormwater Retention/Detention Facilities in good working order, condition and repair. As consideration for the planned future conveyance of the CID Property to Woodsonia (or the then owner of the Woodsonia Property) upon payment in full of the 2021 Bonds, as contemplated in that certain Amended and Restated Cooperative Agreement dated as of August 16, 2023, as amended by that certain First Amendment to Amended and Restated Cooperative Agreement dated as of _____, 2023 (collectively, the "**Cooperative Agreement**"), among the CID, Woodsonia, and the City, the CID shall have no responsibility for maintaining the Stormwater Retention/Detention Facilities under this Agreement. As part of its maintenance responsibilities, Woodsonia may, in its sole discretion and cost, expand the size of the stormwater retention/detention ponds in order to accommodate the future development needs of the Woodsonia Property, including the right to expand the stormwater retention/detention pond onto the Woodsonia Property.

2.01.01. Maintenance Standards. Maintenance will be done in compliance with all applicable laws and City ordinances and in accordance with the practices prevailing in the operation of similar first-class multifamily and commercial centers in the Joplin, Missouri area, including, but not limited to, mowing the grass areas, maintaining the grades, maintaining and keeping free from silt and vegetation the Stormwater Retention/Detention Facilities.

2.02. Maintenance Cost Reimbursement. Reimbursement for the costs of Woodsonia to maintain the Stormwater Retention/Detention Facilities as outlined in Section 2.01 above ("**Maintenance Costs**") will be in accordance with Section 3.5 of the Cooperative Agreement and payable with CID revenues generated in CID Revenue Area B (as defined in the Cooperative Agreement), subject to annual appropriation and to the availability of otherwise unencumbered CID revenues generated in CID Revenue Area B as necessary to fund CID Project Costs and Operating Costs (as such terms are defined in the Cooperative Agreement).

2.03 City Maintenance Obligation. If Woodsonia fails to perform its maintenance obligations under this Agreement, whether or not any of the other Parties pursue an enforcement action against Woodsonia, the City may, at its option, in addition to all other remedies at law and without liability to any of the Parties, perform work necessary to maintain the Stormwater Retention/Detention Facilities in good working order, condition and repair in accordance with City code requirements and all other applicable laws. Before exercising its option, the City shall provide at least 10 days' written notice to Woodsonia and the CID and Woodsonia shall have 15 days thereafter (or such longer period as may be reasonably necessary to cure the failure, provided that Woodsonia is diligently working to cure the failure) to cure any failure on the part of Woodsonia to perform its maintenance obligations under this Agreement. If Woodsonia fails to cure its failure to maintain within such 15-day period (or such longer period as may be reasonably necessary to cure the failure, provided that Woodsonia is diligently working to cure the failure), the City may then perform maintenance work as provided in this Agreement. In the event of an emergency, however, the City may perform maintenance work necessary to repair or otherwise resolve the emergency without prior notice to Woodsonia or the CID. The City may seek reimbursement for Maintenance Costs incurred by the City either (a) as provided in Section 2.02 above, or (b) notwithstanding anything in this Agreement or the

Cooperative Agreement to the contrary, from the CID after the 2021 Bonds are paid in full, provided that the CID then has sufficient and otherwise available CID sales tax revenue funds after the CID has paid for ongoing CID administrative costs and eligible developer project costs. In the event the City incurs Maintenance Costs, the CID and its Board of Directors agree that no actions shall be taken to terminate, prior to the scheduled termination of the CID or the CID sales tax, the CID or the CID sales tax until the City has been fully reimbursed for all Maintenance Costs it has incurred.

ARTICLE THREE
INSURANCE

3.01. Insurance. At all times, Woodsonia shall maintain in full force and effect and require its contractor(s) to obtain and thereafter maintain at least the minimum insurance coverage set forth below:

3.01.01. Workers' compensation and employer's liability insurance in accordance with the following:

i. Worker's compensation insurance as required by all applicable laws; and

ii. Employer's liability insurance in the amount of $250,000 each accident for bodily injury, $500,000 policy limit for bodily injury by disease and $250,000 for each employee for bodily injury by disease.

3.01.02. Commercial general liability insurance covering all operations by or on behalf of the contractor, which shall include the following minimum limits of liability:

i. $1,000,000 each occurrence (for bodily injury and property damage);

ii. $1,000,000 for personal injury liability;

iii. $2,000,000 aggregate for products and completed operations coverage (which shall be maintained for a two (2)-year period following final completion of the construction work described in this Agreement); and

iv. $2,000,000 general aggregate applying separately to this project.

3.01.03. Automobile liability insurance (bodily injury and property damage liability) including coverage for owned, hired, and non-owned automobiles with limits of liability which shall be not less than $1,000,000 combined single limit each accident for bodily injury and property damage combined.

ARTICLE FOUR
MISCELLANEOUS

4.01 Covenants Running with the Land. All of the provisions of this Agreement are intended to be, and shall be construed as, covenants running with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Parties and all subsequent owners of the Woodsonia Property and the CID Property, and their respective lessees, transferees, successors and assigns.

4.02 No Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Woodsonia Property to the general public.

4.03 No Joint Venture. Nothing contained in this Agreement shall be construed to make the Parties, or their successors and assigns, partners or joining ventures or to render any of said parties liable for the debts or obligations of the other, except as in this Agreement expressly provided.

4.04 Waiver. No delay or omission by any of the Parties, or their successors and assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the Parties, or their successors or assigns, of any of the covenants, conditions or agreements hereof to be performed by any other Party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement contained herein.

4.05 Headings. The section and any subsection headings herein are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

4.06 Severability. If any provisions or portions thereof of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any other persons or circumstances shall be valid and enforceable to the fullest extent permitted by law.

4.07 Amendments to be in Writing. No amendment shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such amendment is in writing, signed by the Party or Parties to be bound, and recorded in the Recorder's Office of Newton County, Missouri.

4.08 Estoppel Certificates. Upon request of any Party, the other Parties shall execute and deliver, from time to time, a certificate confirming, if such then be the fact, that this Agreement then continues in full force and effect and unmodified (or, if modified, stating the modifications), and that the certifying Party knows of no existing defaults by the requesting Party, or if such default is known, specifying the same.

4.09 Notices. Any notice shall be in writing and sent by electronic delivery, US Mail, certified mail, return receipt requested, or by a national overnight courier providing evidence of delivery for next business day delivery (such as FedEx or UPS) to the following addresses:

If to Woodsonia:
Woodsonia Joplin, LLC
Woodsonia Joplin Apartments, LLC
Attn: Drew Snyder
20010 Manderson Street, Suite 101
Elkhorn, NE 68022
Phone: (402) 669-1163
Email: drew@woodsonia.net

With a copy to:
Natalie Wordekemper
General Counsel
20010 Manderson Street, Suite 101
Elkhorn, NE 68022
Phone: (402) 650-2764
Email: natalie@woodsonia.net

If to CID:
32nd Street Place Community Improvement District
Attn: Gil Stevens, Chairman
c/o Keller Williams Realty of Southwest Missouri
619 Florida Avenue
Joplin, MO 64801

Phone: (417) 659-7560
Email: gil_stevens@yahoo.com

With a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: Brian Engel
4510 Belleview Avenue, Suite 300
Kansas City, MO 64111
Phone: (816) 753-9200
Email: bengel@rousepc.com

If to City:

Nick Edwards
City Manager
City Hall
602 S. Main St.
Joplin, MO 64801
Phone: (417) 624-0820, ext. 205
Email: NEdwards@joplinmo.org

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 S. Main St.
Joplin, MO 64801
Phone: (417) 624-0820, ext. 225
Email: PEdwards@Joplinmo.org

4.10 No Conflicting Agreements. Each Party represents and warrants that, as of the date of this Agreement, it has full authority to enter into this Agreement, and that this Agreement does not violate any other contract or commitment of such Party to any other entity.

4.11 Authority. Each person executing this Agreement represents and warrants that he or she is fully authorized to execute and deliver this Agreement as a binding obligation of the Party for whom he or she is executing this Agreement.

4.12 Indemnification. Woodsonia hereby agrees to protect, indemnify and hold harmless the CID from all costs, claims, liens, or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto (including, without limitation, damage to property or death or injury to any person), including reasonable attorney's fees and costs of suit, arising out of or resulting from the performance or non-performance of Woodsonia's maintenance obligations under this Agreement by Woodsonia or its agents, employees, contractors, or licensees; provided, however, the foregoing obligation shall not apply to costs, claims or demands resulting from the gross negligence or the intentional act or omission of the CID or its agents, employees, contractors, or licensees.

[Signatures on Following Pages]

STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT

[Signature Page 1 of 4]

WOODSONIA JOPLIN, LLC,
a Nebraska limited liability company

By: _____
Name: Drew Snyder
Title: Manager

State of Nebraska)
)ss.
County of Douglas)

This record was acknowledged before me on _____, 2023, by Drew Snyder, as Manager of Woodsonia Joplin, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

_____

_____, Notary Public

STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT

[Signature Page 2 of 4]

WOODSONIA JOPLIN APARTMENTS, LLC,
a Nebraska limited liability company

By: MARCH 13, 2013, LLC, a Nebraska limited liability company, its Manager

By: _____
Name: Drew Snyder
Title: Manager

State of Nebraska)
)ss.
County of Douglas)

This record was acknowledged before me on _____, 2023, by Drew Snyder, as Manager of March 13, 2013, LLC, a Nebraska limited liability company, the Manager of Woodsonia Joplin, LLC, a Nebraska limited liability company, on behalf of said limited liability company.

_____

_____, Notary Public

STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT

[Signature Page 3 of 4]

32ND STREET PLACE COMMUNITY
IMPROVEMENT DISTRICT,
a Missouri political subdivision

By: _____
Name: Giltner B. Stevens
Title: Chairman

State of Missouri)
)ss.
County of Jasper)

This record was acknowledged before me on October _____, 2023, by Giltner B. Stevens, as Chairman of 32nd Street Place Community Improvement District, Missouri political subdivision, on behalf of said Community Improvement District.

_____

_____, Notary Public

STORMWATER RETENTION/DETENTION EASEMENT AGREEMENT

[Signature Page 4 of 4]

CITY OF JOPLIN, MISSOURI,
a constitutional charter city and Missouri
political subdivision

By: _____
Name: Nick Edwards
Title: City Manager

ATTEST:

_____
Barbara Gollhofer, City Clerk

State of Missouri)
)ss.
County of Jasper)

This record was acknowledged before me on _____, 2023, by Nick Edwards, as City Manager of the City of Joplin, Missouri, a constitutional charter city and Missouri political subdivision, on behalf of said City.

_____
_____, Notary Public

EXHIBIT A

Woodsonia Property

Tract 1 – Proposed Movie Theater Property (TIF Project Area 4)

ALL OF LOT NUMBERED ONE (1) IN THE E 32ND PLACE FIRST PLAT, A SUBDIVISION OF LAND IN THE NORTH ONE-HALF OF SECTION 19, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

Tract 2 – Multifamily Project Property (TIF Project Area 3)

ALL OF LOT NUMBERED TWO (2) IN THE E 32ND PLACE FIRST PLAT, A SUBDIVISION OF LAND IN THE NORTH ONE-HALF OF SECTION 19, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

EXHIBIT B

CID Property

TRACT C

ALL THAT PART OF FRACTIONAL SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, ALL IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 19 (BEARINGS WRITTEN HEREIN ARE BASED UPON THE MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE); THENCE SOUTH 88°29'34" EAST, ALONG THE NORTH LINE OF THE SAID FRACTIONAL SECTION 19, A DISTANCE OF 2196.16 FEET TO THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD, AS PREVIOUSLY ESTABLISHED; THENCE SOUTH 50°51'36" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 831.40 TO THE **POINT OF BEGINNING**; THENCE CONTINUING SOUTH 50°51'36" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1435.74 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID FRACTIONAL SECTION 19; THENCE SOUTH 01°23'26" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 12.65 FEET; THENCE NORTH 50°51'36" WEST, PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID KANSAS CITY SOUTHERN RAILROAD, A DISTANCE OF 612.23 FEET; THENCE NORTH 88°25'49" WEST, A DISTANCE OF 652.76 FEET; THENCE NORTH 01°34'12" EAST, A DISTANCE OF 514.77 FEET TO THE **POINT OF BEGINNING**. CONTAINING 178,248.94 SQ. FEET (4.09 ACRES).

EXHIBIT C

Stormwater Retention/Detention Easement

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-531 – Approving the Salary Administration Plan for Part-Time/Seasonal positions.

MEETING DATE
November 6, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-531 Ordinance; Exhibit "B"-Salary Administration Plan for Part-Time/Seasonal positions

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the Salary Administration Plan for Part-Time/Seasonal positions.

BACKGROUND
City Council recently approved a new pay plan for Part-Time/Seasonal positions. An existing position, Intern, was inadvertently missed with the adoption of that plan. Therefore, this item adds the Intern position to the Part-Time/Seasonal pay plan as a corrective action.

FUNDING SOURCE
This item is included in the adopted fiscal year 2024 budget.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2023-531 ORDINANCE NO.

AN ORDINANCE adopting a new step pay plan by reference the City Salary Administration Plan, establishing the annual salary of Part-Time/Seasonal positions for Fiscal Year 2023-2024; and, containing an emergency clause.

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Unclassified service of the City.

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

Section 1. That the rate per hour for certain Part-Time and Seasonal positions shall be in accordance with Exhibit "B" attached hereto and incorporated herein. The City Manager may approve any increase to the rates stated in Exhibit "B" in order to meet the Federal Minimum Wage requirements.

Section 2. That this being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12 (3), (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "B"-SALARY ADMINISTRATION PLAN FOR
PART-TIME SEASONALS
EFFECTIVE NOVEMBER 1, 2023

	REGULAR Part-Time and Seasonal Hourly	Hourly Rate
1	Cashier Intern Lifeguard Museum Assistant Outside Service Attendant Recreation Instructor School Crossing Guard	$ 13.923
2	Clerk Interpreter/Translator Laborer Peer Counselor Pool Operator Utility Assistant	$ 15.037
3	Aquatic Supervisor Athletic Coordinator Concessions Coordinator Day Camp Director Golf Lead Cashier School Crossing Guard Coordinator	$ 16.240

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-608 – approving a purchase order for annual support with Superion, LLC.

MEETING DATE
November 6, 2023

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 both General Government (Financials/CLOUD) and Public Safety (OneSolution) for Fiscal Year 2023-24.

BACKGROUND
Superion has been the City's primary software provider for over twenty-three years. In 2009, the Public Safety Systems were upgraded with Council's approval to SunGard OSSI. 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. The amounts of $186,773.32 and $138,646.25 were budgeted and approved for FY2023 by Council during the budget process and finalized by Council Bill 2023-519 on October 16, 2023.

FUNDING SOURCE
These payments are included in the FY 2023-24 budget of the Information Technology Dept.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

ATTACHMENTS
CB2023-608 Ordinance; Superion Invoice (OneSolution), Superion ASP Amendment (Financials)

COUNCIL BILL NO. 2023-608 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 Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Council Bill 2023-519 on October 16, 2023; and containing an emergency clause.

WHEREAS, Superion, LLC (a Central Square subsidiary) has been the City's primary software provider for more than 23 years; and,

WHEREAS, in the FY2024 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to 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 2023-2024 budgeted appropriations as adopted by Council Bill 2023-519 and reflected an appropriation in the total amount of Three Hundred Twenty-five Thousand, Four Hundred Nineteen Dollars, Fifty-seven Cents ($325,419.57) for payment of support for technical activities for Financials and Public Safety.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted with payment due on November 1, 2023.

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

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CENTRALSQUARE

Renewal Order prepared by:
Diana Buitrago
diana.buitrago@centralsquare.com

Renewal Order #: Q-154574
Start Date: November 1, 2023
End Date: April 30, 2024
Billing Frequency: Yearly
Subsidiary: Superion, LLC

Renewal Order prepared for:
Mark Morris, IT Director
Joplin Police Department
303 E. 3rd 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.	JMS-MS DISPLAY Annual Maintenance Fee	1	3,516.48 USD
2.	ONESolution Accident Annual Maintenance Fee	1	761.90 USD
3.	ONESolution Accident Wizard Annual Maintenance Fee	158	2,777.64 USD
4.	ONESolution Accident Wizard Base Server License Annual Maintenance Fee	1	586.08 USD
5.	ONESolution Alpha Numeric Paging Annual Maintenance Fee	1	725.27 USD
6.	ONESolution Animal Control Annual Maintenance Fee	1	879.13 USD
7.	ONESolution Barcoding Hand-Held Client License Annual Maintenance Fee	1	186.82 USD
8.	ONESolution Barcoding Server License Annual Maintenance Fee	1	996.34 USD
9.	ONESolution CAD Client AVL License Annual Maintenance Fee	2	502.06 USD
10.	ONESolution CAD Client AVL License Annual Maintenance Fee	1	145.86 USD
11.	ONESolution CAD Client AVL License Annual Maintenance Fee	6	1,582.50 USD
12.	ONESolution CAD Client AVL License Annual Maintenance Fee	8	2,110.00 USD
13.	ONESolution CAD Console License Annual Maintenance Fee	1	632.07 USD
14.	ONESolution CAD Console License Annual Maintenance Fee	2	979.04 USD
15.	ONESolution CAD Console License Annual Maintenance Fee	6	3,085.74 USD

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16.	ONESolution CAD Console License Annual Maintenance Fee	5	2,571.45 USD
17.	ONESolution CAD Map Display& Map Maintenance Software License Annual Maintenance Fee	6	1,186.86 USD
18.	ONESolution CAD Map Display& Map Maintenance Software License Annual Maintenance Fee	1	593.42 USD
19.	ONESolution CAD Map Display& Map Maintenance Software License Annual Maintenance Fee	7	1,384.67 USD
20.	ONESolution CAD Map Display& Map Maintenance Software License Annual Maintenance Fee	2	502.06 USD
21.	ONESolution CAD to ACS FIREHOUSE RMS Interface Annual Maintenance Fee	1	725.27 USD
22.	ONESolution CAD to ONESolution CAD Base Interface Annual Maintenance Fee	1	781.00 USD
23.	ONESolution Calls For Service Annual Maintenance Fee	1	234.44 USD
24.	ONESolution Canine Tracking	1	439.82 USD
25.	ONESolution Computer-Aided Dispatch System Annual Maintenance Fee	1	6,342.83 USD
26.	ONESolution E911 Interface Annual Maintenance Fee	1	725.27 USD
27.	ONESolution Gang Annual Maintenance Fee	1	879.13 USD
28.	ONESolution Incode Courts System Interface Annual Maintenance Fee	1	879.13 USD
29.	ONESolution Incode Courts System Interface Annual Maintenance Fee	1	1,172.15 USD
30.	ONESolution Intelligence Annual Maintenance Fee	1	879.13 USD
31.	ONESolution Jail Management System Annual Maintenance Fee	1	3,516.48 USD
32.	ONESolution JMS VINE Interface Annual Maintenance Fee	1	175.81 USD
33.	ONESolution Link Analysis Annual Maintenance Fee	1	1,465.20 USD
34.	ONESolution Map Converter Software Annual Maintenance Fee	1	461.54 USD
35.	ONESolution MCT Client AVL License Annual Maintenance Fee	113	1,986.54 USD
36.	ONESolution MCT Client AVL License Annual Maintenance Fee	1	4,615.37 USD
37.	ONESolution MCT Client License for Message Switch Annual	16	632.96 USD

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	Maintenance Fee		
38.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	6	237.36 USD
39.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	2	75.32 USD
40.	ONESolution MCT Client License for Message Switch Annual Maintenance Fee	1	19.45 USD
41.	ONESolution MCT Client-Digital Dispatch	5	441.00 USD
42.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	5	408.40 USD
43.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	5	408.44 USD
44.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	5	388.96 USD
45.	ONESolution MCT Client-Digital Dispatch Annual Maintenance Fee	113	13,179.19 USD
46.	ONESolution MCT Client-MAPS Annual Maintenance Fee	113	2,649.85 USD
47.	ONESolution MCT to ACS FIREHOUSE Interface Annual Maintenance Fee	1	989.01 USD
48.	ONESolution Medical ProQA/Paramount Interface Annual Maintenance Fee	1	725.27 USD
49.	ONESolution MFR Client Annual Maintenance Fee	113	13,179.19 USD
50.	ONESolution MFR Client-Accident Reporting Annual Maintenance Fee	148	8,674.28 USD
51.	ONESolution MFR Client-Canine	5	164.93 USD
52.	ONESolution MFR Client-Citation Annual Maintenance Fee	50	2,930.50 USD
53.	ONESolution MFR Client-MOBLAN Version Annual Maintenance Fee	35	2,051.35 USD
54.	ONESolution MFR Client-Racial Profiling Annual Maintenance Fee	50	1,172.50 USD
55.	ONESolution Mobile Field Reporting Server Annual Maintenance Fee	1	3,223.43 USD
56.	ONESolution Mobile Server Software Annual Maintenance Fee	1	5,538.44 USD
57.	ONESolution Mugshot Capture Station Software Annual Maintenance Fee	1	644.70 USD
58.	ONESolution Mugshot Capture Station Software-Add'l Annual	1	410.26 USD

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	Maintenance Fee		
59.	ONESolution Multi-Jurisdictional Dispatch Option Annual Maintenance Fee	1	791.20 USD
60.	ONESolution Multi-Jurisdictional JMS Option Annual Maintenance Fee	1	644.70 USD
61.	ONESolution Notification Annual Maintenance Fee	1	2,227.09 USD
62.	ONESolution OpCenter for CAD Annual Maintenance Fee	1	2,051.27 USD
63.	ONESolution OpCenter for RMS Annual Maintenance Fee	1	2,051.27 USD
64.	ONESolution Pagegate Interface Annual Maintenance Fee	1	131.87 USD
65.	ONESolution Police-to-Police Annual Subscription Fee	1	0.00 USD
66.	ONESolution Property & Evidence Annual Maintenance Fee	1	761.90 USD
67.	ONESolution Quartermaster Annual Maintenance Fee	1	303.30 USD
68.	ONESolution Racial Profiling Annual Maintenance Fee	1	586.08 USD
69.	ONESolution Records Management System Annual Maintenance Fee	1	12,717.90 USD
70.	ONESolution RMS Map Display & Pin Mapping License Annual Maintenance Fee	1	1,758.23 USD
71.	ONESolution RMS Training Module Annual Maintenance Fee	1	527.46 USD
72.	ONESolution State Livescan Interface Annual Maintenance Fee	1	996.34 USD
73.	ONESolution State/NCIC Messaging Software Annual Maintenance Fee	1	2,637.35 USD
74.	ONESolution Switch to Switch Annual Maintenance Fee	1	781.00 USD
75.	ONESolution US Digital Designs Communications Gateway Annual Maintenance Fee	1	550.00 USD

Renewal Order Total:	138,646.25 USD

Billing Information

Fees will be payable within 30 days of invoicing.

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.

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Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

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 Customer on the Renewal Order Form.

Invoice

Invoice No (1 of 1)	Date	Page
389614	8/11/2023	1 of 4

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Joplin
Mark Morris
602 S. Main Street
Joplin MO 64801
United States

Ship To
City of Joplin
Mark Morris
602 S. Main Street
Joplin MO 64801
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1681LG	City of Joplin		USD	Net 30	10/31/2023

	Description	Units	Rate	Extended
Contract No. Q-143344				
1	NaviLine Cloud Test Environment - Annual Subscription Fee NaviLine Cloud Test Environment Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
2	NaviLine Special Assessments - Access Fee NaviLine Special Assessments Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
3	NaviLine Document Management Services - Access Fee NaviLine Document Management Services Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
4	NaviLine Cash Receipts-Annual Access Fee-NSP - Access Fee NaviLine Cash Receipts Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
5	NaviLine Purchasing/Inventory-Annual Access Fee-NSP - Access Fee NaviLine Purchasing/Inventory Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
6	NaviLine P-Card - Access Fee NaviLine P-Card Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
7	NaviLine Planning & Engineering - Access Fee NaviLine Planning & Engineering Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
8	NaviLine Payroll/Personnel-Annual Access Fee-NSP - Access Fee NaviLine Payroll/Personnel Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
9	NaviLine Loans Processing - Access Fee NaviLine Loans Processing Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00

Invoice

Invoice No (1 of 1)	Date	Page
389614	8/11/2023	2 of 4

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
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Mark Morris
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United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1681LG	City of Joplin		USD	Net 30	10/31/2023

	Description	Units	Rate	Extended
10	NaviLine Accounts Receivable-Annual Access Fee-NSP - Access Fee NaviLine Accounts Receivable Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
11	NaviLine Fleet Management-Annual Access Fee-NSP - Access Fee NaviLine Fleet Management Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
12	NaviLine Fixed Assets-Annual Access Fee-NSP - Access Fee NaviLine Fixed Assets Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
13	NaviLine Customer Information System - Access Fee NaviLine Customer Information System Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
14	NaviLine Code Enforcement - Access Fee NaviLine Code Enforcement Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
15	NaviLine Click2Gov3 Applicants - Access Fee NaviLine Click2Gov3 Applicants Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
16	NaviLine Click2Gov3 Customer Information System - Access Fee NaviLine Click2Gov3 Customer Information System Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
17	NaviLine Cash Receipts Lock Box Interface - Access Fee NaviLine Cash Receipts Lock Box Interface Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
18	NaviLine Business Licenses - Access Fee NaviLine Business Licenses Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
19	NaviLine Building Permits - Access Fee NaviLine Building Permits Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00

Invoice

Invoice No (1 of 1)	Date	Page
389614	8/11/2023	3 of 4

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
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United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1681LG	City of Joplin		USD	Net 30	10/31/2023

	Description	Units	Rate	Extended
20	NaviLine Automated Fuel System Interface - Access Fee NaviLine Automated Fuel System Interface Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
21	Applicant Tracking - Access Fee Applicant Tracking Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
22	Modifications - Access Fee Modifications Maintenance: Start:11/1/2023, End: 10/31/2024	9	$0.00	$0.00
23	NaviLine Work Orders/Facility Management - Access Fee NaviLine Work Orders/Facility Management Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
24	NaviLine Land/Parcel Mgmt-Annual Access Fee-NSP - Access Fee NaviLine Land/Parcel Mgmt Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
25	NaviLine GMBA w/Extended Reporting - Access Fee NaviLine GMBA w/Extended Reporting Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
26	NaviLine Global Financials Annual Maintenance Fee - Annual Maintenance Fee Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
27	Distribution Services - Annual Maintenance Fee Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
28	Technical Services - TS - Annual Maintenance Fee Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00
29	NaviLine Click2Gov3 Core - Access Fee NaviLine Click2Gov3 Core Maintenance: Start:11/1/2023, End: 10/31/2024	1	$0.00	$0.00

Invoice

Invoice No (1 of 1)	Date	Page
389614	8/11/2023	4 of 4

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
City of Joplin
Mark Morris
602 S. Main Street
Joplin MO 64801
United States

Ship To
City of Joplin
Mark Morris
602 S. Main Street
Joplin MO 64801
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1681LG	City of Joplin		USD	Net 30	10/31/2023

	Description	Units	Rate	Extended
30	Horizon Cloud for NaviLine Annual Access Fee - Access Fee Horizon Cloud for NaviLine Maintenance: Start:11/1/2023, End: 10/31/2024	1	$186,773.32	$186,773.32

Please include invoice number(s) on your remittance advice, made payable to Superion, LLC

ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	$186,773.32
Tax	$0.00
Invoice Total	$186,773.32
Payments Applied	$0.00
Balance Due	**$186,773.32**

COUNCIL BILL NO. 2023-609 ORDINANCE NO.

AN ORDINANCE approving an Agreement allowing Paradise Advertising & Marketing, Inc., a Florida Corporation, to serve as the Print and Digital Media Buyer for the Joplin Convention & Visitors Bureau, authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds and containing an emergency clause.

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

Section 1. That the Agreement governing cooperation between Paradise Advertising & Marketing, Inc., and the City of Joplin, Missouri, for services of marketing campaign development and advertising placement relating to tourism marketing for the Convention and Visitors Bureau of the City of Joplin, Missouri, in substantially similar form to that attached hereto and incorporated herein, be, and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4) of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and, as such, shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day

of _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk
APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN

COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2023-609. This Council Bill approves the agreement between Paradise Advertising & Marketing, Inc., a Florida Corporation, and the City of Joplin to act as the Print and Digital Media Buyer for the Joplin Convention and Visitors Bureau through the 2026 fiscal year.

MEETING DATE:

Monday, November 6, 2023.

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau.

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards.

SUMMARY REQUEST:

A portion of the Convention & Visitors Bureau (CVB) annual budget is dedicated to the placement of advertising, in both print and digital formats, to promote VisitJoplinMo.com and Joplin as a tourism destination. Additional ads are placed in specific trade magazines targeting potential tour and meeting planners whose events are a good match for Joplin.

BACKGROUND:

As a media buyer, Paradise Advertising & Marketing, Inc. will place print and digital ads as detailed in an annual marketing strategy. An agency can purchase ad space in a greater quantity than the CVB would, so the rates they receive extend the advertising budget.

Additionally, continual ad strategy management, performance monitoring, market research, and frequent analytics are campaign measurements that will be employed to ensure the best results.

Payment for these services is agreed upon at 15% of net expenditure per print media ad buy, 15% of net expenditure per digital/social media ad buy, and $150.00 per hour for ad creation. Net expenditure shall not include expenses for overhead, travel, mileage, postage, printing, or other related expenses. Historically, this equates to Thirty Thousand dollars ($30,000) annually.

In developing a marketing campaign strategy, Paradise and CVB staff will develop a timeline for meeting deadlines, which will include but are not limited to publication name and publisher, target audience, audience size, lead generation potential, artwork deadline, insertion date, publication date, ad size, and campaign/theme. Ad creation (content, artwork, graphics, and layout) will be accomplished by Paradise's design team, the CVB, or an agreed-upon third-party provider.

No ad is to be placed without the CVB director's approval. The CVB retains ownership of all marketing content, images, and campaign distribution.

The Buyer was selected through the City of Joplin's RFP process. Six bids in total were received. After reviewing each bid, the CVB staff determined which bids to move forward with. Two were selected. A Zoom interview was conducted, followed by further staff discussion before coming to a final decision. Each of the two selected agencies was given the same set of questions and allowed 40 minutes to present, followed by a 2-way Q&A.

Following this process, Paradise Advertising & Marketing, Inc., was selected. CVB staff felt this relationship would best serve the objective of promoting Joplin over the span of this agreement, notably positively positioning the Joplin Tourism Region internationally for the upcoming Route 66 Centennial.

FUNDING SOURCE:

Advertising and Promotions is a dedicated portion of the CVB's annual budget.

RECOMMENDATIONS:

Staff recommends approval of this council bill on an emergency basis.

ATTACHMENTS:

Council Bill No. 2023-609

Media Buyer Agreement

Bid selection forms

RFP-2023-05

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, hereinafter referred to as "City," and Paradise Advertising & Marketing, Inc., a Florida Corporation, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to engage a consultant for the purpose of serving as City's print and digital/social media buyer, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to be engaged as City's consultant for the purpose of serving as City's print and digital/social media buyer, as described in Consultant's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Consultant as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

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

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the services described in Exhibits A and B within the time specified therein. Specifically, Consultant shall serve as City's print and digital/social media buyer for the term of November 1, 2023 to October 30, 2026.

b. The services of Consultant shall commence only as authorized in writing by City and shall be undertaken and completed as promised by Consultant as described in Exhibits A and B.

c. City agrees to pay Consultant in accordance with the prices and terms set forth in Exhibits A and B for work authorized by City upon presentation of proper invoice and inspection by City of work completed by Consultant. Specifically, City agrees to pay Consultant 15% of net expenditure per print media ad buy, 15% of net expenditure per digital/social media ad buy, and $150.00 per hour for ad creation. Net expenditure shall not include expenses for overhead, travel, mileage, postage, printing, or other related expenses.

d. All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to Consultant without charge, and the Parties shall cooperate with each other in every way possible in carrying out the scope of services.

e. Consultant shall fully coordinate its activities in the performance of this contract with the activities of City.

f. Consultant represents that Consultant will secure the following at Consultant's own expense: all personnel required to perform the services called for under this contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with City except as employees of Consultant. All the services required hereunder will be performed by Consultant or under Consultant's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of City.

2. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

3. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

4. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Consultant shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Consultant's reasonable attorney's fees and expenses.

5. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

6. Compliance with Laws. Consultant shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

7. Confidentiality. Any reports, data, or similar information given to or prepared or assembled by the Consultant under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

8. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

9. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Consultant's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Consultant's Response to City's Request for Proposal, City's Request for Proposal will prevail.

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

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, gift, or contingent fee.

13. Fiduciary Duty. Consultant owes a fiduciary duty to City, including the duty of care and the duty of loyalty. Consultant shall act in the best interest of City.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. Consultant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Consultant, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

17. Limitation of Liability. This section shall survive any termination or expiration of this agreement.

a. Agency shall carry appropriate liability insurance in a form and with companies satisfactory to Client, written on an occurrence basis with limits not less than $1,000,000 per occurrence and in the aggregate, and shall name Client as an additional insured party—agency to provide Client with proof of coverage within 10 business days of Effective Date of Agreement.

b. Such policy shall be with respect to Agency's advertising, publicity or promotion of any kind of Client's products or services or Agency's services rendered or that should have been rendered by Agency in the development, placement or exhibition of advertising from claims,

demands and actions pertaining to the following, except to the extent such claims arise from information or materials provided by or through Client:

i. any form of defamation or other tort related to disparagement or harm to the character, reputation, or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, or outrageous conduct;

ii. any form of invasion, infringement, or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion, and commercial appropriation of name or likeness;

iii. false arrest, detention or imprisonment or malicious prosecution, wrongful entry or eviction, trespass, eavesdropping, or other invasion of the right of private occupancy;

iv. infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;

v. infringement of copyright, plagiarism, piracy, or misappropriation of ideas under implied contract;

vi. unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud, false advertising, or misrepresentation in advertising, and claims under Section 43(a) of the federal trademark statute or similar state statutes.

c. Notwithstanding anything contained in this agreement to the contrary, in no event shall either Party or its respective affiliates have any liability for consequential damages, including lost profits or lost goodwill, indirect damages, special damages, incidental damages, liquidated damages, punitive damages, exemplary damages, moral damages or any other form of damages arising out of this agreement, even if advised in advance of the possibility of these types of damages, whether such damages are alleged in tort, contract or otherwise.

d. Each Party hereto agrees that the other Party's maximum cumulative liability for all breaches of any provisions of this agreement or any other breaches of condition or terms, or in any other way arising out of or related to this agreement for all causes of action whatsoever and regardless of the form of action (including breach of contract, tort or any other legal or equitable theory), shall be limited to the amount of the fees payable by Client to Agency during the trailing twelve (12) months from when the Party gave the other Party written notice of the claim giving rise to such liability

17. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

18. Insurance. Intentionally omitted.

19. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

20. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

21. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri
ATTN: CVB Director
602 S. Main St.
Joplin, MO 64801

Paradise Advertising & Marketing, Inc.
ATTN: Barbara J. Karasek
5999 Central Avenue, Suite 302
St. Petersburg, FL 33710

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.

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

23. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

24. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and any other provisions shall remain in full force and effect.

25. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) days prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the

above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

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

27. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

28. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	PARADISE ADVERTISING & MARKETING, INC.
_____	Barbara Karasek _____
Nick Edwards, City Manager	By: Barbara Karasek, CEO Its: authorized signatory

ATTEST:

_____
Holly Nagy, City Clerk

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2023-RFP-05 BID ITEM DESCRIPTION: **Joplin CVB Print & Digital Media Buyer**

BID OPENING DEADLINE: August 2, 2023 **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** August 16, 2023

OPENED BY: Patrick Tuttle **WITNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT / EMAIL	PHONE NUMBER / WEBSITE	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT
1	**Storm Cloud Marketing** 526 S. Virginia Ave. Joplin, MO 64801	July 31, 2023	Tony Hulfeld tony@stormcloud.marketing	417-623-7811 stormcloud.marketing		Print Ad Placement = 15% Digital Ad Placement = 15% Hourly Creative Rate = $150
	NOTES:					
2	**Guru Marketing** 321 Virginia Ave. Joplin, MO 64801	August 1, 2023	Kate Moss DeGraff kate@KMGuru.com	408-766-4878 kmguru.com		Print Ad Placement = 2.34% Digital Ad Placement = 0.63% Hourly Creative Rate = $150
	NOTES:					
3	**Business Marketing Solutions Group** 19109 W. Catawba Ave. Ste 200 Cornelius, NC 28031	August 1, 2023	Christian L. Webb christian@businessmarketingsolutionsgroup.com	704-728-3585 businessmarketingsolutionsgroup.com	500 200 125	Print Ad Placement = % Digital Ad Placement = % Hourly Creative Rate = $125
	NOTES:					
4	**Little Bird Marketing** 512 S. Main Street Joplin, MO 64801	August 1, 2023	Stephanie Douglas stephanie@littlebirdmarketing.com	504-444-5643 littlebirdmarketing.com		Print Ad Placement = 15% Digital Ad Placement = 25% Hourly Creative Rate = $150
	NOTES: No contact or POC info in their bid.					
5	**Paradise Advertising** 5999 Central Ave. Ste 302 St. Petersburg, FL 33710	August 2, 2023	Rudy Webb rwebb@paradiseadv.com	727-235-2445 paradiseadv.com		Print Ad Placement = 15% Digital Ad Placement = 15% Hourly Creative Rate = $150
	NOTES:					

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2023-RFP-05 BID ITEM DESCRIPTION: **Joplin CVB Print & Digital Media Buyer**

BID OPENING DEADLINE: August 2, 2023 **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:** August 16, 2023

OPENED BY: Patrick Tuttle **WITNESSED BY:** Donna Miller

	VENDOR / ADDRESS	DATE RECEIVED	CONTACT / EMAIL	PHONE NUMBER / WEBSITE	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT
6	**Stealth Creative** 1027 S. Main Street, Ste 501 Joplin, MO 64801	August 2, 2023	Cameo Harrington charrington@stealthcreative.com	417.626.0101 stealthcreative.com		Print Ad Placement = 15% Digital Ad Placement = 20% Hourly Creative Rate = $150
	NOTES:					
7						
	EXAMPLE:					
8						
	EXAMPLE:					
9						
	EXAMPLE:					
10						
	EXAMPLE:					

NOTICE OF REQUEST FOR PROPOSAL

#2023-RFP-05

JOPLIN CVB,
PRINT & DIGITAL MEDIA BUYER

RFP Due Date: Noon, Wednesday, August 2, 2023

Location: City of Joplin
Convention & Visitors Bureau
602 S. Main Street
Joplin, MO 64801

Staff: Patrick Tuttle
Email: ptuttle@joplinmo.org
Phone: 417-625-4789

The Convention & Visitors Bureau will receive proposals at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to read the entire Request for Proposal carefully.

July 05, 2023

Issue Date

NOTICE TO BIDDERS

The City of Joplin, Missouri, will accept sealed bid proposals until NOON, Wednesday, August 02, 2023, at the Joplin Convention & Visitors Bureau located at 602 S. Main Street, Joplin, Missouri, 64801 for the following SERVICE:

Print and Digital Media Buyer for Tourism Marketing
for the Joplin Convention & Visitors Bureau
annual marketing strategy (Fiscal Years 2024-2026).

Specifications and bid forms are available from Patrick Tuttle, director of the Joplin Convention & Visitors Bureau, by calling 417-625-4789 or by email at ptuttle@joplinmo.org. Any proposals received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all proposals, reject any or all proposals, and solicit again later.

The City may waive any irregularities in the proposal, negotiate variances from specifications, and make awards that are in the City's best interests.

The City will have the final decision in all matters regarding acceptance of proposals and issuance of awards.

The City encourages minority and female-owned businesses to submit proposals on all City purchases.

Leslie Haase, CPA

Finance Director

Publication Date: Wednesday, July 05, 2023

JOPLIN CVB, PRINT & DIGITAL MEDIA BUYER

Project Description:

Joplin Convention & Visitors Bureau (JCVB) dba VISIT JOPLIN is seeking a Print and Digital Media BUYER to develop a print and digital media strategy for reaching the travel industry segments of Travel & Leisure, Group Travel, International (Route 66 related) and Small Market Conventions for the fiscal years 2024 through 2026, which run November thru October.

The JCVB Print and Digital Media Strategy will be for National and International marketing of Joplin, Missouri, as a destination. The projected annual print and digital media budget over the life of this agreement is $160,000(+/-) per year, which fees are within.

To ensure timeliness in meeting deadlines, the Print and Digital Media Strategy must include but is not limited to publication name and publisher, target audience, audience size, lead generation potential, artwork deadline, insertion date, publication date, ad size, and campaign/theme. JCVB will finalize the Plan's rates, placement, and content.

BUYER will place and track ad fulfillment, plus provide invoice auditing, reconciliation, and payment.

BUYER will manage advanced marketing on social media accounts (placing, boosting, and targeting, and tracking) to include the confines of the State Grant agreements.

BUYER will provide digital media, SEO and SEM strategy, and ongoing analytics.

BUYER will manage the media strategy through to the final insertion.

JCVB will have a series of ads designed within a campaign theme. Our designer will need proper time to prepare the artwork to meet each publication's specifications. BUYER will develop a production timeline. BUYER's design team may be used from time to time for specific ads.

Invoicing between BUYER and JCVB must be made separately for each purchase during the month of publication. The invoice must clearly show ad cost and buyers' percentage. A detailed account of all ads placed within the billing period must accompany the invoice for placement verification.

BUYER will also negotiate added value and editorial packages.

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri, proposes to CONTRACT the following service:

JOPLIN CVB, PRINT & DIGITAL MEDIA BUYER

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

The specifications included with this bid document aim to generally describe the item(s) desired in sufficient detail to secure bids on comparable items. All parts not specifically mentioned which are necessary for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature, and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this period has elapsed will not be considered.

The City encourages selecting products manufactured, assembled, and/or produced in the United States as long as the quality and price are comparable with other items bid.

Businesses that are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified in writing and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as an official notification and will not obligate the City in any way. Delivery or performance should not be completed without receiving an authorized purchase order.

The minimum information to be submitted with each bid shall consist of the following:

Pricing Scenario

Please complete and include this price sheet with your sealed bid.

Price or percentage per print ad placement - $_____ _____%.

Price or percentage per digital ad placement - $_____ _____%.

Hourly rate of $_____ for ad creation.

Itemized other service fees, mileage requirements, or any miscellaneous associated expenses for accomplishing tasks:

_____

_____

Agency name:

_____

Proposal Evaluation (50-point process):

Please submit the following:

1. Buyer's price/percentage on ad placements, as applicable (20 points)
2. Buyer's experience with digital marketing (10 points)
3. References/experience from within the travel industry (10 points)
4. Buyer's strength in tourism market research and analytics (5 points)

MARK BID ENVELOPES: "BID 2023-RFP-05, JOPLIN CONVENTION & VISITOR'S BUREAU PRINT & DIGITAL MEDIA BUYER, BY NOON, WEDNESDAY, AUGUST 02, 2023."

Questions concerning the specifications and bidding procedures should be directed to Patrick Tuttle, Joplin CVB at 602 S. Main Street, Joplin, MO, 64801, or by phone at 417-625-4789.

2023-RFP-05 Scoring

Print and Digital Media Buyer for Tourism Marketing for the JCVB annual marketing strategy (FY2024-2026)

	STAFF REVIEW AND SCORES (50 pts)						INTERVIEW SCORES (30 pts)	
	1	2	3	4	5	6	1	2
	Storm Cloud Marketing	**Guru Marketing**	**Business Marketing Solutions**	**Little Bird Marketing**	**Paradise Advertising**	**Stealth Creative**	**Paradise Advertising**	**Stealth Creative**
% for PRINT placement	15%	2.34%	NS	15%	15%	12%	15%	12%
% for DIGITAL placement	15%	0.63%	NS	15%	15%	20%	15%	20%
Location:	Joplin, MO	Joplin, MO	Cornelius, NC	Joplin, MO	St Petersburg, FL	Joplin, MO/StL	St Petersburg, FL	Joplin, MO/StL
#1	23	24	NS	24	46	27	30	20
#2	26	26	NS	17	46	30	29	19
#3	21	23	NS	17	44	25	27	16
Average	**23**	**24**	NS	**19**	**45**	**27**	**29**	**18**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-289 – Final Plat Review

MEETING DATE:
November 6, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

SUMMARY REQUEST:
Case 046-23: 3330 N St Louis Ave – Final Plat – A request to review a final plat for Emerald Glades Phase II – Schuber Mitchell Homes

BACKGROUND:
This final plat approval is for Emerald Glades Subdivision Phase II, located at 3330 N St Louis Ave. This phase of the subdivision will include 42 residential lots, zoned R-1 PD, Single-Family Residential Planned District. This zoning is appropriate for the property and is consistent with the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the Joplin Development Code.

PLANNING & ZONING COMMISSION TESTIMONY:
Katrina Smith, with OWN Engineering, presented the plat. Mr. Jackson asked how many houses would be included in this addition. Ms. Smith responded there would be 42. Mr. Landis stated that was just for Phase II. Ms. Smith confirmed this and said that there would be 73 in total between Phases I and II.

PUBLIC COMMENT;
Mr. Kimble opened the floor to public comments. There were none.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2023-289
Planning & Zoning Commission recommends approval for Case 046-23 (7 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Final Plat

CASE 046-23 Final Plat Review

NAME OF SUBDIVISION Emerald Glades Phase II

LOCATION: 3330 N St Louis Ave

APPLICANT: Schuber Mitchell Homes

PRESENT ZONING: R-1 PD (Single-Family Residential Planned District)

PRESENT LAND USE: Vacant

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	Outside of City Limits
Land Use	Single-Family Dwelling	Single-Family Dwelling	Vacant/Single-Family Dwelling	Vacant/Single-Family Dwelling/Two-Family Dwelling

SUBDIVISION:

Number of lots
42

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Sedge St	Local	50′
N Michigan 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.

DISCUSSION:

This final plat approval is for Emerald Glades Subdivision Phase II, located at 3330 N St Louis Ave. This phase of the subdivision will include 42 residential lots, zoned R-1 PD, Single-Family Residential Planned District. This zoning is appropriate for the property and is consistent with the future land use map. The Final Plat does require City Council approval. This plat meets the requirements of the Joplin Development Code.

Staff recommends approval of Case 046-23

ENCLOSURES:

Applicant Material
Final Plat
Map

Final Plat Procedures

Applicability. Plat applications are required to establish or alter the legal boundaries of property, and to account for public facilities and services, infrastructure, development patterns, public realm design or other long-range growth and development considerations prior to potential fracturing of ownership. Plat applications may be initiated by the property owner.

Specifically plat applications shall apply to:

1. Any division of land into more than one lot or parcel, unless all resulting lots or parcels are larger than five acres and to be used primarily for agriculture purposes;
2. Any adjustment of previously platted lots that alter the legal boundaries or potential ownership patterns, other than those by operation of law, acquisition by a public entity, or by court order; and
3. Any development on previously unplatted property where access or connections to public infrastructure or public streets will be required, or where public or private easements will be required to build infrastructure.

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

1. The layout and design of the final plat is substantially consistent with the approved preliminary plat considering the number and types of lots or parcels; the block layout, street designs and access; the open space systems and civic design elements; the infrastructure systems; or other elements of coordinated developments. Adjustments to the preliminary plat that do not affect the overall concept, development patterns, phasing, and concurrencies of facilities and amenities may be considered substantially consistent.
2. The construction plans for any utilities, infrastructure or public facilities meet all technical specifications.
3. The phasing and timing of public improvements ensures construction and performance guarantees.
4. Any deviations in the final plat from the preliminary plat brings the application in further compliance with the comprehensive plan, the applicable zoning standards, and the purposes and intent of this code.
5. The recommendations of professional staff, or any other public entity asked to officially review the plat.

Review Procedure. In addition to the general requirements in Table 2-1 and Section 2.01 the following procedures apply to preliminary plat applications.

1. A final plat not meeting the review criteria may require reprocessing as a revised preliminary plat.
2. The Planning Commission shall review the final plat for conformance with the planning and design elements, and the engineering specifications.

3. Prior to forwarding a final plat approved by the Planning Commission to the City Council, the Director shall verify that the applicant has proper surety for required improvements as required by Section 3.03, Required Improvements.
4. A final plat approved by the Planning Commission shall be forwarded to the City Council for review and acceptance of any dedications of land for public purposes or other public improvements. If the City Council refuses acceptance, they shall state the specific reasons for the refusal, and allow the applicant up to 60 days to cure the issue.
5. Any street or public facility not approved by the Planning Commission in terms of location, classification or design, whether denied by the Planning Commission and appealed to the City Council, or approved by the City Council as a revised condition on a final plat, may only be approved and accepted by the City Council with a two-thirds approval of the legislative body.
6. The Planning Commission and City Council shall make a decision within 60 days of submission of the plat to the Commission or Council, unless the applicant consents to a longer period for consideration.

Effect of Decision. The approval of the final plat and acceptance of the dedication of land for public purposes may be conditioned upon payment of all other applicable fees or execution of all applicable agreements prior to recording. Any approval with conditions or exceptions to the rules shall be clearly stated on the plat.

1. Once approved and all conditions are satisfied, the City Clerk shall cause the approved final plat to be recorded in applicable county with the Recorder of Deeds. Any plat not recorded within two years from the date of acceptance of land by the City Council shall expire.
2. Upon recording of the plat, the applicant may proceed with the design and construction of required improvements. No building permit shall be authorized until the completion, inspection and acceptance of all required improvements.
3. For all single-family residential development in residential zoning districts, or other development not requiring approval of a site plan, development rights shall vest subject to compliance with zoning regulations upon recording of a final plat. If construction has not begun and substantial progress being made within five years of recording the plat, the development rights shall expire unless and extension is granted.
4. For all non-single-family development requiring a site plan development rights shall not vest until the plat has been recorded and the site plan is approved. If no site plan is approved within five years of recoding of the plat, the development rights shall expire unless an extension is granted or phasing has otherwise been approved through the platting process.

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.: 046-23
Filing Fee: $0
Received: 9/1/23
Subdivision No.:
Proj. No.: 23-213

Applicant: OWN, Inc. Phone No.: 417-782-7399

Address: 811 East 3rd Street Joplin, MO 64801 Email: cshort@weareown.com;ksmith@weareown.com

Owner: Schuber Mitchell Homes Phone No.:

Address: 3331 North Rangeline Joplin, MO 64801 Email: keaker@schubermitchell.com

Location of Property: 3330 North St. Louis Avenue

Present Use of Property: Residential Zoning: R1-PD

Design Professional who Prepared the Plat: OWN, Inc.

Phone No.: 417-782-7399 Email: jlee@weareown.com;cshort@weareown.com

Name of Subdivision: Emerald Glades Subdivision

Total Acres: 9.02 Total Lots: 42

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

⦿	○	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
⦿	○	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
⦿	○	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
⦿	○	Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block
⦿	○	Exact locations, widths and names of all streets and alleys to be dedicated. Street names coordinate with existing city streets
⦿	○	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
⦿	○	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
⦿	○	Building setback lines on the front, side, and rear property lines dimensions. Meet minimum zoning requirements
⦿	○	Name and address of the registered land surveyor preparing the plat
⦿	○	Scale of plat, 1" = 100' or larger, date or preparation and north point
⦿	○	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.

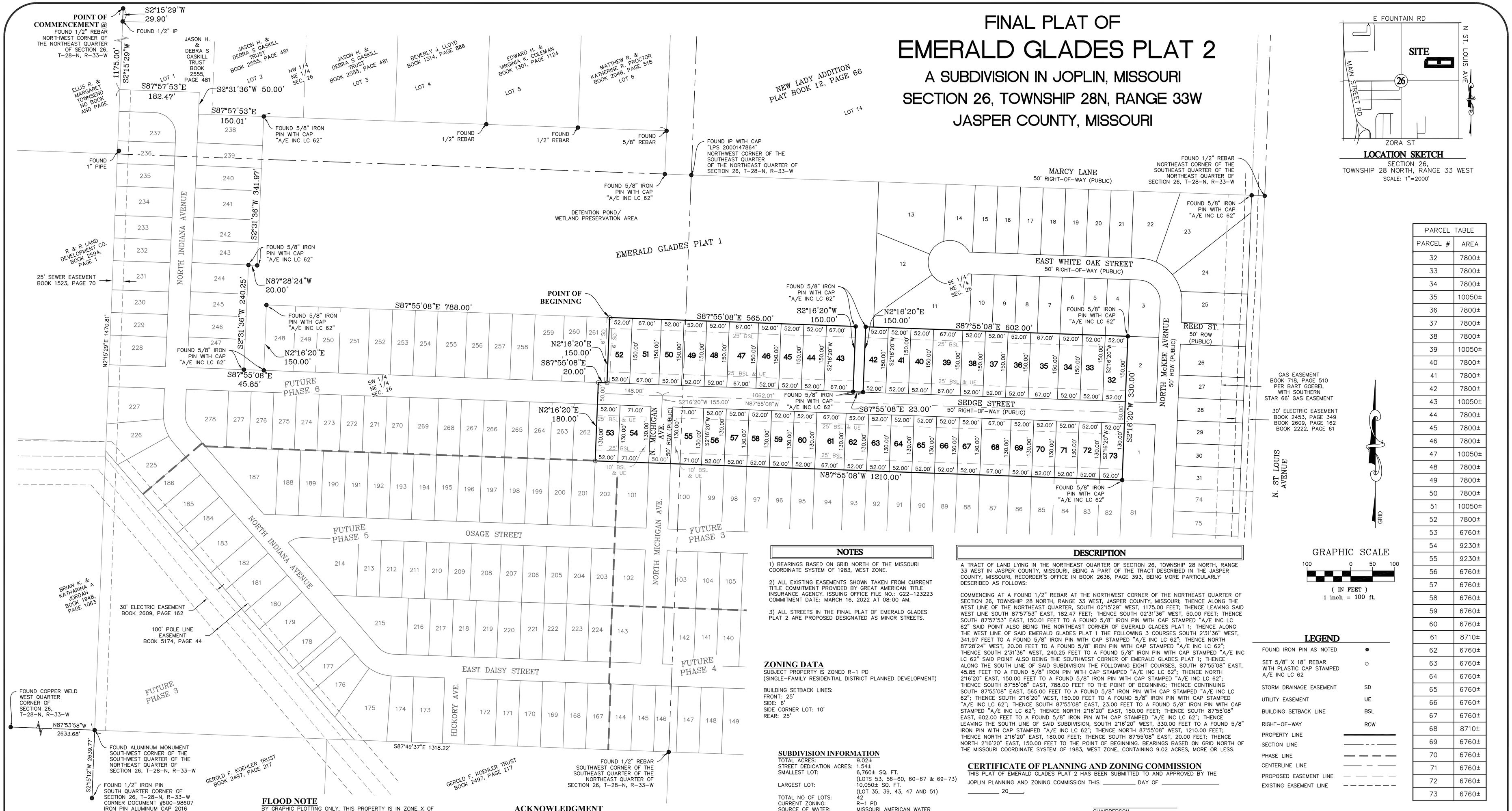
Yes	No	
⦿	○	Was the original on mylar, and 20 paper copies submitted?
⦿	○	Was a .pdf copy, ArcGIS-compatible shapefile, and .docx of legal description submitted on thumb drive?

- ◉ ○ 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: Jacob Lett Digitally signed by Jacob Lett Date: 2023.08.31 10:35:30 -05'00' **Date:** 08.31.23

FINAL PLAT OF
EMERALD GLADES PLAT 2
A SUBDIVISION IN JOPLIN, MISSOURI
SECTION 26, TOWNSHIP 28N, RANGE 33W
JASPER COUNTY, MISSOURI



LOCATION SKETCH
SECTION 26,
TOWNSHIP 28 NORTH, RANGE 33 WEST
SCALE: 1"=2000'

PARCEL TABLE	
PARCEL #	AREA
32	7800±
33	7800±
34	7800±
35	10050±
36	7800±
37	7800±
38	7800±
39	10050±
40	7800±
41	7800±
42	7800±
43	10050±
44	7800±
45	7800±
46	7800±
47	10050±
48	7800±
49	7800±
50	7800±
51	10050±
52	7800±
53	6760±
54	9230±
55	9230±
56	6760±
57	6760±
58	6760±
59	6760±
60	6760±
61	8710±
62	6760±
63	6760±
64	6760±
65	6760±
66	6760±
67	6760±
68	8710±
69	6760±
70	6760±
71	6760±
72	6760±
73	6760±

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

NOTES
1) BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2) ALL EXISTING EASEMENTS SHOWN 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 2 ARE PROPOSED DESIGNATED AS MINOR STREETS.

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'

SUBDIVISION INFORMATION
TOTAL ACRES:	9.02±
STREET DEDICATION ACRES:	1.54±
SMALLEST LOT:	6,760± SQ. FT. (LOTS 53, 56-60, 60-67 & 69-73)
LARGEST LOT:	10,050± SQ. FT. (LOT 35, 39, 43, 47 AND 51)
TOTAL NO OF LOTS:	42
CURRENT ZONING:	R-1 PD
SOURCE OF WATER:	MISSOURI AMERICAN WATER
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 2636, PG 393

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, 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°15'29" WEST, 1175.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 87°57'53" EAST, 182.47 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 NORTHEAST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 1 THE FOLLOWING 3 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 EIGHT 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 THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°55'08" EAST, 565.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 2°16'20" WEST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 87°55'08" EAST, 23.00 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; THENCE SOUTH 87°55'08" EAST, 602.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE LEAVING THE SOUTH LINE OF SAID SUBDIVISION, SOUTH 2°16'20" WEST, 330.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 87°55'08" WEST, 1210.00 FEET; THENCE NORTH 2°16'20" EAST, 180.00 FEET; THENCE SOUTH 87°55'08" EAST, 20.00 FEET; THENCE NORTH 2°16'20" EAST, 150.00 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 9.02 ACRES, MORE OR LESS.

LEGEND
FOUND IRON PIN AS NOTED	●
SET 5/8" X 18" REBAR WITH PLASTIC CAP STAMPED A/E INC LC 62	○
STORM DRAINAGE EASEMENT	SD
UTILITY EASEMENT	UE
BUILDING SETBACK LINE	BSL
RIGHT-OF-WAY	ROW
PROPERTY LINE	———
SECTION LINE	——— · ———
PHASE LINE	— — — —
CENTERLINE LINE	——— — ———
PROPOSED EASEMENT LINE	— — — —
EXISTING EASEMENT LINE	— — — —

SOURCE OF DEED
SCHUBER MITCHELL HOMES
BOOK 2636, PAGE 393

DEVELOPER AND OWNER
SCHUBER MITCHELL HOMES, LLC
1810 FOUNTAIN ROAD
WEBB CITY, MISSOURI 64870

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
LOGAN ELLIS, P.E.
RONALD W. WALLACE, P.L.S.

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

ACKNOWLEDGMENT
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: _____

CITY APPROVAL
THIS PLAT OF EMERALD GLADES PLAT 2 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) _____
MAYOR
ATTEST:

_____ _____
CITY CLERK CITY ENGINEER

CERTIFICATE OF PLANNING AND ZONING COMMISSION
THIS PLAT OF EMERALD GLADES PLAT 2 HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 20____.

_____
CHAIRPERSON

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 ANDERSON ENGINEERING, 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 JULY 24, 2023
ANDERSON ENGINEERING, INC. L.C. 62
by

_____ 7-24-23
RONALD W. WALLACE DATE
MO P.L.S. NO. 2019015191

CERTIFICATE OF RECORDING

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: DATE: 7-24-23
DRAWN: SLM FIELD BK:
CHECKED: RWW JOB NO: 22J010028

JOP 100-7051
SHT. _1_ OF _1_ REV. ___

Case 046-23

3330 N. St. Louis Ave-Final Plat-A request to review a final plat for Emerald Glades Phase II-Schuber Mitchell Homes.

Katrina Smith, 3019 Pennsylvania, Joplin, Missouri. Ms. Smith stated she was with Owen, Inc. and represented Schuber Mitchell Homes. They were asking for approval on Emerald Glades Phase II Final Plat.

Mr. Kimble asked if there were any questions from the Commission.

Mr. Jackson asked how many houses in this edition.

Ms. Smith responded 42.

Mr. Landis pointed out they were looking at the red area on the map provided.

Ms. Smith stated just phase II is 42.

Mr. Jackson asked what that would make it in total.

Ms. Smith said in combination with Phase I the total would be 73.

Mr. Kimble asked if there were any further questions from the Commission.

There were none.

Mr. Kimble asked if there was any one to speak in favor of Case 046-23.

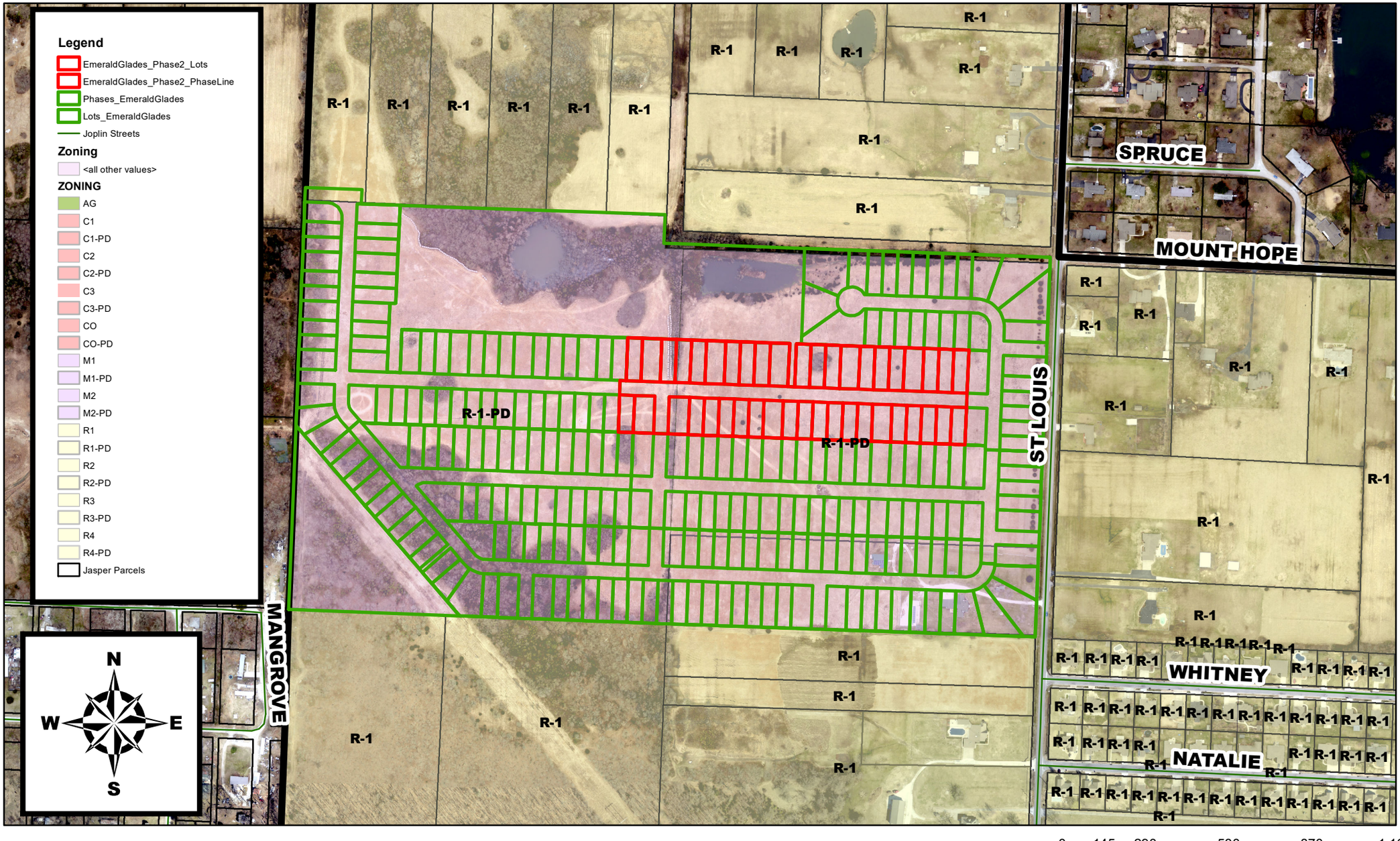
There were none.

Mr. Kimble asked if there was any one to speak in opposition of Case 046-23.

There were none.

MR. ROSENBERG MOVED THAT CASE 046-23 BE APPROVED AND FORWARDED TO THE CITY COUNCIL FOR APPROVAL. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Case 046-23: Final Plat



3330 N St Louis Ave – Final Plat – A request to review
a final plat for Emerald Glades Phase II – Schuber Mitchell Homes

P & Z Case 046-23
4 State Builders
(P & Z Recommended Approval)

COUNCIL BILL NO. 2023-289 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Emerald Glades 2nd Addition located at 3330 N St Louis Ave, 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 at 3330 N St Louis Ave, 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, 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°15'29" WEST, 1175.00 FEET; THENCE LEAVING SAID WEST LINE SOUTH 87°57'53" EAST, 182.47 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 NORTHEAST CORNER OF EMERALD GLADES PLAT 1; THENCE ALONG THE WEST LINE OF SAID EMERALD GLADES PLAT 1 THE FOLLOWING 3 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 EIGHT 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 THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°55'08" EAST, 565.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 2°16'20" WEST, 150.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE SOUTH 87°55'08" EAST, 23.00 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;

THENCE SOUTH 87°55'08" EAST, 602.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE LEAVING THE SOUTH LINE OF SAID SUBDIVISION, SOUTH 2°16'20" WEST, 330.00 FEET TO A FOUND 5/8" IRON PIN WITH CAP STAMPED "A/E INC LC 62"; THENCE NORTH 87°55'08" WEST, 1210.00 FEET; THENCE NORTH 2°16'20" EAST, 180.00 FEET; THENCE SOUTH 87°55'08" EAST, 20.00 FEET; THENCE NORTH 2°16'20" EAST, 150.00 FEET TO THE POINT OF BEGINNING. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 9.02 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_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-611 – Authorizing the purchase of six (6) Park Entryway Signs from Park Beautification and amending the budget for the purchase.

MEETING DATE
November 6, 2023

ORIGINATING DEPT
Parks and Recreation

ATTACHMENTS
CB 2023-611 Ordinance; Exhibit "A" "Six (6) Park Entryway Signs bid proposal"; Exhibit "B" City of Joplin RFP.

REVIEWED BY
Department Head: Paul Bloomberg; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the purchase of six (6) park entryway signs in the amount $121,967.00 from the Beautification Project and amends the parks and stormwater sales tax annual budget for the Fiscal Year 2023-2024.

BACKGROUND
In February of 2021, City Council was presented the Parks Master Plan, otherwise known as the Joplin Parks and Recreation Road Map. This "Road Map" provided project recommendations for the City of Joplin for the next 10 years, which were selected by City Council and the Parks and Stormwater ¼ Cent Sales Tax Committee for the renewal tax held in August of 2021.

Parks Beautification was one of several projects approved by the Joplin voters in the August of 2021 election. Within the Parks Beautification, six (6) Park Entryway Signs were included. An RFP was issued September 15th, 2023, with a due date of October 16, 2023. One bid was received from Sign Designs in the amount of $121,967.00. The original estimated budget for this project was $80,000.00.

FUNDING SOURCE
The fiscal year 2023-2024 budget is being amended for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2023-611 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to issue a purchase order to Sign Designs in the amount One Hundred Twenty-One Thousand Nine Hundred Sixty-Seven Dollars and No Cents ($121,967.00) for the installation of six (6) Park Entryway Signs, authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023.

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

Section 1. That Sign Designs has submitted the lowest and best bid for the purpose of installing six (6) Park Entryway Signs for the price of One Hundred Twenty-One Thousand Nine Hundred Sixty-Seven Dollars and No Cents ($121,967.00), 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 purchase order by and on behalf of the City of Joplin.

Section 3. That fiscal year 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of One Hundred Twenty-One Thousand Nine Hundred Sixty-Seven Dollars and No Cents ($121,967.00).

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

Section 5. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of

_____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2023-RFP-09

Park Beatification Park Entryway Signs

RFP Due Date: 10:00 A.M., October 16, 2023

Location: City of Joplin
Parks Department
3301 West 1st Street
Joplin, MO 64801

Staff: Greg Bertoncino, Assistant Director
Email: gbertonc@joplinmo.org

Phone: 417-625-4750 EXT: 1506

Proposals will be received by the Parks Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Qualifications number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Qualifications.

September 15, 2023
Issue Date

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until *10:00 a.m., Monday, October 16, 2023* at the *Joplin Athletic Complex* located at *3301 West 1st Street*, Joplin, Missouri 64801 to PURCHASE the following:

SIX (6) PARK ENTRYWAY SIGNS

1. **OVERALL DIMENSIONS 80-IN. X 178-IN.**
2. **MATERIAL AND SIZE TO MATCH MERCY PARK**
3. **INCLUDE FOOTING AND INSTALLATION**
4. **CENTER SECTION WALL IS RED BRICK ALTERNATING COLORS**
5. **COLUMNS ARE STACKED LIMESTONE LOOK BROWN PATTERNS**
6. **TOP IS A MANUFACTURED 4-IN. THICK CAP STONE**
7. **SIGN LETTERS ARE 8-IN. BRUSHED CAST ALUMINUM**
8. **LOGO IS 2-FT. X 2-FT IN. BRUSHED CAST ALUMINUM**

PARKS:
(2) RON RICHARD MEMORIAL PARK (Campbell Parkway) (2-Sided)
(1) WILDCAT PARK (1-Sided)
(1) MCINDOE PARK (2-Sided)
(1) MCCLELLAND PARK (1-Sided)
(1) SCHIFFERDECKER PARK (2-Sided)

Specifications and bid forms are available from **Greg Bertoncino or Paul Bloomberg, by calling 417-625-4750 EXT 1506** or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications, and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female owned businesses to submit bids on all City purchases.

Finance Director

Leslie Haase

Publication Date: ***Friday, September 15, 2023***

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to PURCHASE the following:

SIX (6) PARK ENTRYWAY SIGNS

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within five (5) working days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not to exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.

Minimum information to be submitted with each bid shall consist of the following:

1. Verification of Bid Specifications (with variances noted)
2. Bid Form

MARK BID ENVELOPES: **"SIX PARK ENTRYWAY SIGNS – BID #2023-RFP-09, 10:00 A.M., Monday, October 16, 2023,"**

Questions concerning the specifications and bidding procedures should be directed to Greg Bertoncino, Asst. Director (417)625-4750 EXT 1506 or Paul Bloomberg, Director 417-625-4750 EXT 1506CITY OF JOPLIN, MISSOURI

SPECIFICATIONS

SPECIFICATION DETAIL VARIANCE

1. Contractor shall prepare and furnish all the materials perform all the labor necessary for the completion of six (6) Park Entryway Signs.

2. Contractor shall be responsible for cleaning, preparing, and the installation as specified by specifications. All work to be completed in a workmanlike manner.

3. Contractor shall have 90 working days for completion of this project after issuance of the purchase order, with a $100.00 per day deduction for each working day over the finish date, except for rain days.

4. Contractor shall be responsible for the cost of all permits, sales taxes, and insurance.

5. Contractor must be licensed, bonded, and insured with the City of Joplin.

6. Wage rates for this project shall be in accordance with wage rate determination made by the Industrial Commission of Missouri on file in the Public Works Department.

7. Contractor must have 10 years verifiable experience and must submit references.

8. Contractor must be licensed Masonry

9. Park Entryway Signs Material:

   A. The center section material shall be red brick alternating colors.
   B. The columns are limestone look brown patterns.
   C. The top is a manufactured 4-in. thick Cap Stone.
   D. Sign lettering are 8-in. brushed cast aluminum.
   E. Parks logo 2-ft x 2-ft in brushed cast aluminum.

10. Contractor:

   A. Contractor shall provide the City with a list of at least 5 installations of this and similar material, performed by his company within the last 3 years.

   B. All Material and Labor to be guaranteed 1yr of project date completion.

   C. All work should be completed in a workmanlike manner.

   D. Upon Completion work area should be free of debris and cleaned up.

CITY OF JOPLIN, MISSOURI
BID PROPOSAL RESPONSE FORM

SIX (6) PARK ENTRYWAY SIGNS

(PLEASE ATTACH SPECIFICATIONS IN BID REQUEST IF ALTERNATE PRODUCTS ARE SUBMITTED AS EQUIVALENT)

Manufacturer:_____

BID PRICE: $_____

Estimated Completion Time following receipt of purchase order: _____ days

COMPANY NAME:_____

ADDRESS:_____

_____

Signature of Company (Certified Tennis Court Builder) Representative:_____

_____

Date:_____

Phone:_____

MARK BID ENVELOPES: **"SIX PARK ENTRYWAY SIGNS – BID #2023-RFP-09, 10:00 A.M., Monday, October 16, 2023,"**

Park Addresses:

ATHLETIC COMPLEX
3301 W 1ST ST.
JOPLIN MO. 64801

The successful bidder will have to sign an agreement that they are 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, and will provide an Affidavit of Compliance to the City stating the same.

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthoriz ed 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

SIGN Designs
RISING HIGHER

PROPOSAL

Proposal #: 23765

Proposal Date: 10/16/23
Customer #: 30252
Page: 1 of 2

1720 W. 7th st. • Joplin. MO 64801

417-624-8688 1 @www.sign-designs.com

SOLD TO:	JOB LOCATION:
CITY OF JOPLIN 602 S MAIN ST JOPLIN MO 64801	PARKS DEPARTMENT 3301 W 1ST ST JOPLIN MO 64801 REQUESTED BY: GREG BERTONCINO

SIGN DESIGNS (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #20024 $121,967.00 JOPLIN PARKS AND RECREATION #2023-RFP-09 - (6) MONUMENT SIGNS AT AREA PARKS (*PREVAILING WAGE*): - SIGNS PROPOSED TO MATCH MATERIALS AND SIZE OF MERCY PARK SIGN - @ OVERALL DIMENSIONS ARE go-IN. X 178-IN. - MASONRY PROPOSAL INCLUDES FOOTING AND ALL MASONRY INSTALLATION AND SITE CLEAN - CENTER SECTION WALL IS RED BRICK ALTERNATING COLORS - COLUMNS ARE STACKED LIME STONE LOOK BROWN PATTERNS - TOP IS A MANUFACTURED 4-IN. THICK CAP STONE - SIGN LETTERS ARE 8-IN. BRUSHED CAST ALUMINUM - 'J'CON LOGO IS @ 22-IN. X 18-IN. BRUSHED CAST ALUMINUM - CITY OF JOPLIN SIGN PERMITS INCLUDED IN PROPOSAL (2) RON RICHARD MEMORIAL PARK (CAMPBELL PARKWAY) - TWO SIDED (1) WILDCAT PARK - ONE SIDED (1) MCINDOE PARK- TWO SIDED (1) MCCLELLAND PARK - ONE SIDED (1) SCHIFFERDECKER PARK - TWO SIDED		$121,967.00

SUB TOTAL: $121,967.00

ESTIMATED SALES TAXES: $0.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: $121,967.00

TERMS: 0.0% DOWN, BALANCE DUE ON COMPLETION

THIS PRICE DOES NOT INCLUDE ELECTRICAL ~~LOOKUP, PERMITS, ENGINEERING~~ OR TAX UNLESS SPECIFICALLY STATED.

COMPANY INITIALS CUSTOMER INITIALS

SIGN@f89M

PROPOSAL

Proposal #: 23765

1720 W. 7th St. • Joplin. MO 64801
417-624-8688 | Gwww.sign-designs.com

Proposal Date: 10/16/23
Customer #: 30252
Page:

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 5 WORKING DAYS. DUE TO PRICING VOLATILITY, PROJECTS CONTAINING COMMODITIES SUCH AS STEEL, ALUMINUM, PLASTICS, WOOD, ETC. ARE SUBJECT TO REVISED PRICING BASED ON CURRENT
PRICING OF MATERIALS WHEN THEY ARE PURCHASED. ANY REVISISIONS TO PRICING WILL BE APRPOVED BY THE CUSTOMER BEFORE MATERIALS ARE PURCHASED. THE PROPOSAL IS NOT ACCEPTED AND WORK WILL NOT BEGIN UNTIL DOWN PAYMENT IS RECEIVED, ALONG WITH WRITTEN ACCEPTANCE.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. UPON DEFAULT IN PAYMENT OF ANY SUMS HEREIN AGREED SIGN DESIGNS MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED DUE, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE, INCLUDING ATTORNEY'S FEES.
2. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
3. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BJT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE WRITTEN CONSENT OF THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL DUE HAS BEEN RECEIVED.
4. SIGN DESIGNS SHALL SECURE ALL NECESSARY PERMITS FROM THE MUNICIPALITY GOVERNING THE LOCATION OF THE SIGN. THE BUILDING AND/OR BUSINESS OWNER IS RESPONSIBLE TO SECURE PERMISSION FOR THE INSTALLATION OF THE SIGN FROM ANY OTHER ENTITY SUCH AS LANDLORD, PROPERTY MANAGER, ETC. AND CUSTOMER SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION. IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
5. WHERE APPLICABLE WITH ELECTRIC SIGNS, CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF SIGN IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
6. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG RITE TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES WILL BE REQUESTED BY THE COMPANY.
7. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR, WITH THE EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE GUARANTEED FOR A PERIOD OF NINETY DAYS.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON:DATE:

ACCEPTED BY: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

COMPANY INITIALS_____ CUSTOMER INITIALS_____

Designs
RISING HIGHER
1720 West 7th Street Joplin, MO 64801
417-624-8633 Phone 417-624-0933 Fax
www.sign-designs.com

Request for Proposal - Park Beautification Entryway Signs - 2023-rfp-09

Introductory info:

Sign Designs is a full service custom sign manufacture and installation company, providing 32 years of quality, service and integrity within the communities we serve.

We specialize in client partnership providing a high level of project management and customer service.

Our team members are highly experienced in their respective strengths of sales, design, manufacture, installation and service.

Sales and project manager for City Park Entryway Signs project would be:
John Hipple, President and Sales Manager
417-434-6900 mobile - john@sign-designs.com

Relevant Experience: Attached examples

Description of Scope: Attached info on proposal

Design & Materials: Attached info on proposal

References: below (additional available)

Commerce Bank - Clive Veri, President MOKAN Region 417-626-4043
Clive.Veri@CommerceBank.com

Chad Greer - CGA Architects, Principal Architect
417-206-3134
Chad@cornergreer.com

Aaron Hight - Crossland Construction, Senior Project Manager
620-429-1414
AHight@crossland.com

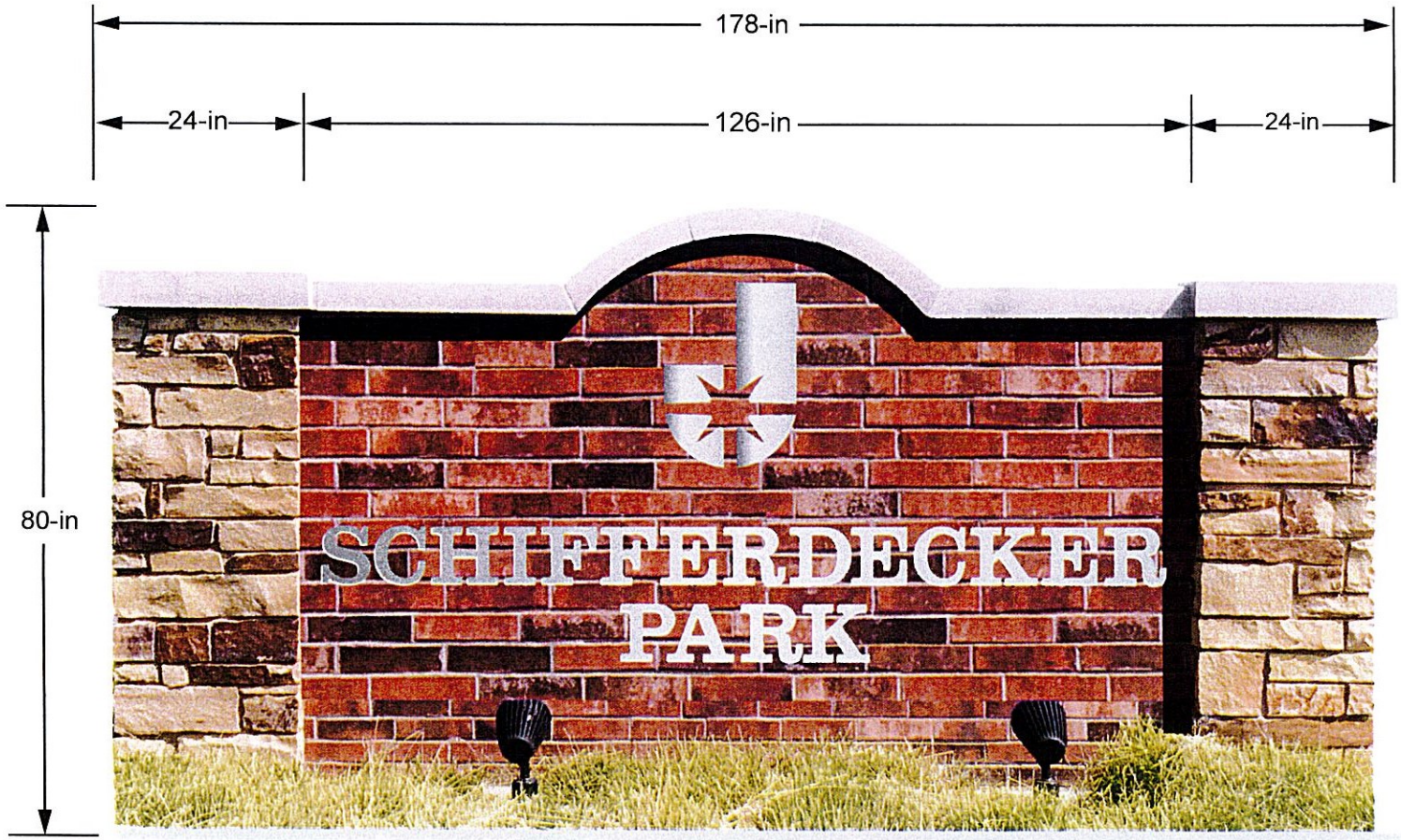
Patrick Tuttle - Joplin Convention & Visitors Bureau Director, City of Joplin
417-625-4789
PTuttle@Joplinmo.org

Joplin Parks & Recreation

80-in. x 178-in. Monu

Joplin, MO

Letter sizes may vary per sign due to amount of



CITY OF JOPLIN, MISSOURI
BID PROPOSAL RESPONSE FORM

SIX (6) PARK ENTRYWAY SIGNS

(PLEASE ATTACH SPECIFICATIONS IN BID REQUEST IF ALTERNATE PRODUCTS ARE SUBMITTED AS EQUIVALENT)

Manufacturer: ~~ICnN DESLGNS~~

BID PRICE: $ 121,967.00 (WITH PREVAILING WAGE

Estimated Completion Time following receipt of purchase order: *@ 90 days (DEPENDANT ON WEATHER & MATERIALS

COMPANY NAME: SIGN DESIGNS

ADDRESS: 1720 W. 7TH ST.

JOPLIN, MO 64801

Signature of Company ~~(Certified Tennis Court Builder)~~ Representative: John Hipple

Date: 10/15/2023

Phone: 417 624 8688

MARK BID ENVELOPES: "SIX PARK ENTRYWAY SIGNS - BID #2023-RFP-09, 10:00 A.M., Monday, October 16, 2023,"

Park Addresses:

ATHLETIC COMPLEX
3301 W 1 ST ST.
JOPLIN MO. 64801

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-527 – Approving a Funding Agreement between Downtown Joplin Alliance (DJA) and the City of Joplin

MEETING DATE
October 16, 2023

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2023-527 Ordinance; Exhibit "A" Downtown Joplin Alliance Agreement

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

SUMMARY
This Council Bill approves a funding agreement between Downtown Joplin Alliance and the City of Joplin in the annual amount of $50,000.00.

BACKGROUND
The purpose of this agreement is to partner with Downtown Joplin Alliance (DJA) and leverage funding to protect, rehabilitate, and redevelop endangered properties within the downtown area.

Under the endangered property program, DJA shall continue to operate a program designed to focus on historic properties within the Joplin, Missouri downtown area which are neglected, under-utilized, and in poor condition. These services shall include securing properties either through donation or option, conducting research and studies needed for each particular property through contracted services or other means. DJA will use the information gained and pair it with federal, state and local incentives to build a marketing package for each property. Properties will then be marketed to developers on a regional and national basis.

The proposed agreement will authorize the City to fund DJA in the amount of $50,000.00 annually. The term of this agreement shall be for twelve (12) months, from November 1, 2023 to October 31, 2024, and shall automatically renew for two (2) additional one (1) year terms, unless notification is given of the intent not to renew by either party in writing, no less than thirty (30) days prior to the date of automatic renewal.

FUNDING SOURCE
This funding is included in the adopted FY 2024 budget.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

"EXHIBIT A"

AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

This Agreement is, made and entered into this _____ day of _____ 2023 ("the Effective Date"), by and between the City of Joplin, Missouri, a Missouri Municipal Corporation ("City"), and Main Street Joplin, a Missouri Nonprofit Corporation, d/b/a Downtown Joplin Alliance ("DJA"), with the City and DJA being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, DJA was created to assist the City in developing public-private partnerships to revitalize Downtown Joplin; and

WHEREAS, the City has determined that it is in the best interest of the City, and important to the promotion of the general economic welfare of the City, to engage DJA for the economic development services described herein.

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

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

2. Term. The term of this Agreement shall be from November 1, 2023 to October 31, 2024, and shall automatically renew for up to two (2) additional terms of one (1) year on the same terms and conditions, unless terminated sooner or not renewed as described herein. City shall give its notice of intent to renew or not renew no later than November 1 of each year.

3. Scope of Services. DJA will provide the following services ("Services"):

A. Endangered Property Program ("EPP"). DJA shall create and operate a program designed to focus on historic properties within Downtown Joplin which are neglected, underutilized, and in poor condition. These services shall include obtaining properties either through donation or purchase, and conducting research and studies needed for each particular property through contracted services or other means. DJA will use the information gained and pair it with federal, state, and local incentives to build a marketing package for each property. Properties will then be marketed to developers on a regional and national basis.

B. Economic Development. DJA shall continue to strengthen the existing economic

assets of Downtown Joplin while diversifying its economic base, including recruiting new businesses, assisting with expansion of existing businesses, facilitating redevelopment, marketing available or underutilized commercial space, and strengthening the management capabilities and competitiveness of individual businesses. DJA tracks key statistics, including job growth and new businesses in Downtown Joplin. DJA serves as the key point of contact for interested parties looking to invest in Downtown Joplin. DJA shall continue to develop and update a consistent marketing and promotion program for Downtown Joplin that will bring the City's brand alive and elevate the image of downtown and the community. Marketing and promotion include producing quality marketing pieces, coordinating advertisements and organizing annual events/activities that attract visitors to Downtown Joplin. DJA shall continue to be a resource for developers and property owners interested in, historic preservation and renovation. DJA will assist City staff with the implementation and education of the City's Design Standards for Downtown Joplin.

4. Payment and Oversight.

A. Payment. City agrees to compensate DJA for the Services in the amount of $50,000.00 for FY 2024, and, if renewed as described herein, $50,000 for FY 2025 and $50,000 for FY 2026. All Payment for the Services is subject to annual appropriation by City as described herein. Payments shall be made monthly from City to DJA in the amount of $4,166.66.

B. City Review of DJA Budget. DJA shall submit a copy of its annual budget each year by March 1, meet regularly with the City Manager, and provide reports of activity, at least quarterly, to the City Manager.

C. City Representation on DJA Board of Directors. DJA's Board of Directors shall continue to be responsible for the oversight of DJA; however, for the term of this Agreement and any renewals thereof, City is granted two non-voting seats on the Board, consisting of a Council liaison and the City Manager or his designee.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, DJA shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for DJA's reasonable attorney's fees and expenses.

8. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri

and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

9. Compliance with Laws. DJA shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

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

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. DJA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for DJA, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for DJA, any fee, commission, gift, or contingent fee.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Indemnification. DJA hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be DJA, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement, except to the extent arising from or caused by the sole or gross negligence or willful misconduct of City, its agents or employees.

15. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. DJA is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. DJA is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

16. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by DJA in any activities or work under this Agreement shall be owned by City.

17. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

18. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and DJA at the addresses as follows:

City of Joplin	Main Street Joplin, d/b/a Downtown Joplin Alliance
ATTN: City Attorney	ATTN: Lori Haun
602 S. Main St.	931 E. 4th St.
Joplin, MO 64801	Joplin, MO 64801

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing.

19. No Political Activity. DJA shall not use and any of the funds received pursuant to this Agreement, or any personnel or material paid for with funds pursuant to this agreement, for political activity. The term "political activity" shall mean a communication made to any electorate in support of, or in opposition to, a ballot measure or candidate in any federal, state or local government election.

20. Participation. Each of the parties has had the opportunity to participate in the negotiation and preparation of this Agreement, and expressly acknowledges such participation, and agrees that no rule construing contractual language against the party which drafted such language shall be applicable in connection with this Agreement.

21. Records and Audits. DJA 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 Agreement.

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, DJA shall fail to fulfill in a timely and proper manner DJA's obligations under this contract, or if DJA shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to DJA of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the DJA shall, at the option of City, become its property. Notwithstanding the above, DJA shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by DJA.

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

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and DJA is associated with a business entity, DJA 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, DJA must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI	MAIN STREET JOPLIN
_____	_____
Nick Edwards, City Manager	Lori Haun, Executive Director

ATTEST:

_____
Holly Nagy, City Clerk

COUNCIL BILL NO. 2023-527 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement with Downtown Joplin Alliance for the purpose of protecting, rehabilitating, and redeveloping endangered properties within downtown Joplin; and, authorizing the City Manager to execute said Agreement 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 Funding Agreement by and between the City of Joplin, Missouri and Downtown Joplin Alliance to assist with protecting, rehabilitating, and redeveloping endangered properties within downtown 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 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 _____, 2023, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney