JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, NOVEMBER 18, 2024
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

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

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Mary Price Requested To Speak On PROP B Sunset Tax, Use Of Taxpayers Time On Projects Council Denied

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2024- 295
      AN ORDINANCE approving and authorizing the abatement of ad valorem real estate taxes on the improvements to the real property located at 401-411 South Virginia Avenue, Joplin, Missouri; also known as the Hollcroft and Stults Building; taxes will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2025 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2035 ; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described

herein upon recommendation of the City Attorney.

Documents:

CB 2024-295 SUMMARY.PDF
CB 2024-295.PDF
HOLCROFT AND STULTS CHAPTER 353-UPDATED.PDF
EXHIBIT B_LEGAL DESCRIPTION-401-411 S VIRGINIA.PDF

8. Consent Agenda

1. Approve Minutes Of The November 11, 2024, City Council Meeting

   Documents:

   NOV. 11, 2024 MINUTES.PDF

2. COUNCIL BILL NO. 2024-149
   AN ORDINANCE approving an agreement with Jeff Asbell Excavating & Trucking Inc. in the amount of Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18) for Cox Avenue Stormwater Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2024-149.PDF

3. COUNCIL BILL NO. 2024-150
   AN ORDINANCE approving a consultation agreement with TransPro Consulting LLC. in the not to exceed amount of Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859,52) to provide evaluation, planning and implementation services and the feasibility of a regional transportation authority for the City of Joplin Transit system. and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

   Documents:

   CB2024-150.PDF

4. COUNCIL BILL NO. 2024-284
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District C-1 PD (Neighborhood Commercial – Planned Development) property as described below and located at 2517 E 20th St.

   Documents:

CB2024-284.PDF

5. COUNCIL BILL NO. 2024-285
AN ORDINANCE providing to vacate a utility easement, lying on property described as 1403 E Valley St, City of Joplin, Jasper County, Missouri.

Documents:

CB2024-285.PDF

6. COUNCIL BILL NO. 2024-287
AN ORDINANCE providing to vacate a sewer easement, lying on property described as 2128 S Maiden Ln, City of Joplin, Jasper County, Missouri.

Documents:

CB2024-287.PDF

7. COUNCIL BILL NO. 2024-516
AN ORDINANCE amending Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A as adopted by Ordinance No. 2022-119 of the City of Joplin and enacting in lieu thereof an amended Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A; and, enacting Section 94-100, Application Fees, Article V, Permits and Fees, of Chapter 94, Planning, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

Documents:

CB2024-516.PDF

8. COUNCIL BILL NO. 2024-624
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 2024-2025 as adopted by Council Bill 2024-514 on October 21, 2024; and establishing a date when it shall become effective.

Documents:

CB2024-624.PDF

9. COUNCIL BILL NO. 2024-626
AN ORDINANCE approving an agreement by and between the City of Joplin and Central Square Technologies, LLC., for the addition of an Enterprise Asset Management System, and authorizing the City Manager or his

designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this ordinance shall become effective.

Documents:

CB2024-626.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2024-148
AN ORDINANCE approving an agreement with D&E Plumbing & Heating Inc. in the amount of Two million, five hundred eighty-eight thousand, five hundred sixty-one dollars and 00/100 ($2,588,561.00) for Joplin ARPA Group B Project and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2024-148 ARPA GROUP B SUMMARY (2).PDF
CB 2024-148 ARPA STORMWATER GROUP B WTRS_ESTIMATE GROUPBCOMBINED BID SUMMARY.PDF
CB 2024-148 ARPA GROUP B AGREEMENT.PDF
CB 2024-148 APRA STORMWATER GROUP B MAP.PDF
CB 2024-148 ARPA GROUP B RECOMMENDATION FOR AWARD - GROUP B.PDF
CB 2024-148 ARPA GROUP B ORDINANCE.PDF

2. COUNCIL BILL NO. 2024-152
AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Nine Million Eight Hundred Seventy-Eight Thousand Two Hundred Forty-One and 50/100 dollars ($9,878,241.50) for construction of the 20th Street Widening Project from Schifferdecker Avenue to Central City Road 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:

CB2024-152 SUMMARY SHEET ESS 20TH ST. WIDENING (1).PDF
CB2024-152 AGREEMENT --ESS 20TH ST. WIDENING (1).PDF
20TH STREET WIDENING EXHIBIT (1).PDF
CB2024-152 BID SUMMARY 20TH ST. WIDENING (1).PDF
CB2024-152 RECOMMENDATION TO AWARD LETTER (1).PDF
CB2024-152 ORDINANCE ESS 20TH ST. WIDENING (1).PDF

3. COUNCIL BILL NO. 2024-153
AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of Five Hundred Sixty-Eight Thousand Two Hundred Fifty and 00/100 dollars ($568,250.00) for professional engineering services for the Pennsylvania Avenue Viaduct Removal 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:

CB2024-153 SUMMARY SHEET OLSSON WILLOW BRANCH 01 (PENN VIADUCT) (1).PDF
CB2024-153 WORK AUTHORIZATION AGREEMENT-OLSSON WILLOW BRANCH 01 (PENN VIADUCT).PDF
CB2024-153 EXHIBIT-OLSSON WILLOW BRANCH 01 (PENN VIADUCT) MAP.PDF
CB2024-153 COUNCIL ORDINANCE OLSSON WILLOW BRANCH 01 (PENN VIADUCT) (1).PDF

4. COUNCIL BILL NO. 2024-154
AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of Six Hundred Two Thousand Five Hundred and 00/100 dollars ($602,500.00) for professional engineering services for the Willow Branch Stormwater Study 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:

CB2024-154 SUMMARY SHEET OLSSON WILLOW BRANCH 02 (STUDY) (1).PDF
CB2024-154 WORK AUTHORIZATION AGREEMENT-OLSSON WILLOW BRANCH 02 (STUDY).PDF
CB2024-154 EXHIBIT-OLSSON WILLOW BRANCH 02 (STUDY) MAP.PDF
CB2024-154 COUNCIL ORDINANCE OLSSON WILLOW BRANCH 02 (STUDY) (1).PDF

5. COUNCIL BILL NO. 2024-155
AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of Two Hundred Twenty-Seven Thousand Six Hundred Sixty-Four and 00/100 dollars ($227,664.00) for professional engineering services for the Willow Branch 7th Street Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2024-155 SUMMARY SHEET OLSSON WILLOW BRANCH 03 (MODOT 7TH ST.) (1).PDF
CB2024-155 WORK AUTHORIZATION AGREEMENT-OLSSON WILLOW BRANCH 03 (MODOT 7TH ST.).PDF
CB2024-155 EXHIBIT-OLSSON WILLOW BRANCH 03 (MODOT 7TH ST.) MAP.PDF
CB2024-155 COUNCIL ORDINANCE OLSSON WILLOW BRANCH 03 (MODOT 7TH ST.) (1).PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2024-151
AN ORDINANCE amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of

entirety and enacting new sections 116-201 through 116-202, inclusive of Division 6, Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri.

Documents:

2024-151 NEW RATE STRUCTURE- SEWER UTILITIES SUMMARY SHEET (2).PDF
CB 2024-151 JOPLIN SEWER RATE STUDY 2024 - FINAL REPORT.PDF
CB2024-151 NEW RATE STRUCTURE - SEWER UTILITIES ORDINANCE.PDF

2. COUNCIL BILL NO. 2024- 295
AN ORDINANCE approving and authorizing the abatement of ad valorem real estate taxes on the improvements to the real property located at 401-411 South Virginia Avenue, Joplin, Missouri; also known as the Hollcroft and Stults Building; taxes will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2025 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2035 ; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney.

Documents:

CB 2024-295 SUMMARY.PDF
CB 2024-295.PDF
HOLCROFT AND STULTS CHAPTER 353-UPDATED.PDF
EXHIBIT B_LEGAL DESCRIPTION-401-411 S VIRGINIA.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 14th day of November, 2024 (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:
Council Bill No. 2024-295

MEETING DATE:
November 18, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Request for the abatement of the ad valorem taxes on improvements made to real property located at 401-411 S. Virginia Ave.

BACKGROUND:
The attached Council Bill states that the City Council has previously reviewed the redevelopment plan for the rehabilitation of the Holcraft-Stults Building located at 401-411 S. Virginia Ave. and the Council is currently approving the abatement of the increase in the ad valorem taxes. The proposed redevelopment project was recommended for approval by the Joplin Redevelopment Corporation at their meeting on November 14, 2023. The JRC is a corporation authorized by Chapter 353 of the Missouri State Statutes which has the authority to abate property (ad valorem) taxes in designated "blighted" areas to encourage redevelopment and reinvestment opportunities. The city council reviewed the redevelopment plans at their meeting on December 3, 2023. The properties proposed to be redeveloped are in an area that was declared "blighted" by City Council in 2003. The area was reaffirmed by Council as "blighted" due to an expansion of the blighted area in 2007. The previous approved redevelopment plan allows the owners to request a tax abatement on the property conditioned upon their investment and improvements to the property.

Systole Holding Company, LLC (Ryan and Jennifer Longnecker) are the current property owners. They are rehabilitating the existing building located on the property. The rehabilitated building area encompasses 28,900 sq. ft. The proposal includes converting the building into 10-12 new market rate apartments with indoor parking. Savings accrued from the ad-valorem tax abatement will be reinvested into the construction project.

The estimated total project cost is $3.7 million dollars. The Joplin Redevelopment Corporation recommended that 100% of the increase in ad valorem taxes to the real property resulting from the improvements be abated for 10 years and 50% of the increase in ad valorem taxes resulting from the improvements be abated an additional 15 years. The abatement on the real property over the life of the 25-year program is estimated at approximately $1.1 million.

The owners currently pay $3,471.47 in ad-valorem taxes per annum on the property. The current ad-valorem taxes on the properties will continue to be paid by the owners to the county and distributed to the taxing subdivisions. The annual property tax increase after the abatement period is completed is estimated at approximately $69,000.

Approval of the Council Bill will allow the property owners to enter into a property exchange agreement with the Joplin Redevelopment Corporation. After the exchange is complete and the Redevelopment Corporation takes title to the property, the property is eligible for tax abatements. The Redevelopment Corporation will immediately transfer the property back to the property owner with the proposed property tax abatement. The redevelopment plan will become part of the title transfer and recorded which will require the property owners and/or their successors to follow the recorded redevelopment plan to continue to be eligible for the property tax abatement.

PUBLIC COMMENT;
No public comments were submitted or made during the public hearing of the Joplin Redevelopment Corporation meeting.

FUNDING SOURCE
N.A.

RECOMMENDATION:
Staff recommends approval of Council Bill No. 2024-295

ATTACHMENTS
Council Bill No. 2024-295, Abatement Application/Redevelopment Plan (Exhibit A), Legal Description (Exhibit B)

COUNCIL BILL NO. 2024-295 ORDINANCE NO.

AN ORDINANCE approving the Redevelopment Plans for property known as the Hollcroft and Stults Building located at 401-411 South Virginia Avenue; by Systole Holding Company, LLC in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to property located at 401-411 South Virginia Avenue, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2025 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2035 ; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney.

WHEREAS, after having a public hearing upon the same on August 6th, 2007 the City of Joplin declared certain real estate described therein and described herein as "blighted" within the meaning of the provisions of Chapter 353 of the Revised Statutes of the State of Missouri due to the lack of adequate infrastructure and obsolescence such that the tract described therein and herein has become an economic liability and that such conditions are conducive to the inability of the property to generate reasonable taxes; and,

WHEREAS, pursuant to the provision of Chapter 353 of the Revised Statues of the State of Missouri, the Joplin Redevelopment Corporation, Inc., has approved the Redevelopment Plan for the Hollcroft and Stults Building and recommended the granting of the tax abatements as described herein, at its meeting on the 14th day of November 2023 and,

WHEREAS, pursuant to the provisions of Section 353.110, the City of Joplin provided the taxing authorities affected by such redevelopment property, Notice of public hearing to be held before the Council of the City of Joplin concerning the granting of tax abatements for such project; and,

WHEREAS, after having held a public hearing upon this same date as required by Section 353.110.3.2, the Council desires to approve the Redevelopment Plan as described herein, approve the documents necessary to develop the property as described herein, and, approve the tax abatement as described herein.

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

Section 1. That the Hollcroft and Stults Building redevelopment plans approved by the Joplin Redevelopment Corporation, Inc., on November 14, 2023; a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is, hereby approved.

Section 2. That having held a Public Hearing upon the same after appropriate Notice, the Council does hereby grant a tax abatement of the ad valorem real property taxes for the improvements upon the property known as the Hollcroft and Stults Building, located at 401-411 S. Virginia South Avenue, a more particular description being attached hereto as Exhibit B to the redevelopment plan, hereinafter referred to as "the Property", in the amount of one hundred percent (100%) commencing January 1, 2025, and continuing to and ending after December 31, 2033, and in accordance with said Redevelopment Plan, does hereby approve the granting of tax abatement in the amount of fifty percent (50%) of the ad valorem real property taxes on the improvements to "the Property" for fifteen (15) years, commencing January 1, 2034 and ending after December 31, 2048 conditioned upon the compliance with the Redevelopment Plan as approved herein. That this Section 2 shall not be become effective until such time as the Joplin Redevelopment Corporation, Inc., shall become the owner of "the Property".

Section 3. That in the event of the sale or other disposition of any real property by the Joplin Redevelopment Corporation, Inc., its successors or assigns, by reason of the foreclosure of any mortgage or other lien, through insolvency or bankruptcy proceedings, or by order of any court of competent jurisdiction, or by voluntary transfer or conveyance, the partial tax relief provided for in Section 2 in the Ordinance shall inure to the benefit of any purchaser or transferee of such real property or any interest therein, so long as such purchaser or transferee shall continue to use, operate, and maintain such real property in accordance with the provisions of the Redevelopment Plan.

Section 4. That the City Manager is hereby authorized to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 5. This Council Bill shall become effective December 3, 2024

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___day of _____, 2024, by a____vote.

ATTEST: _____ Keenan T. Cortez, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter Edwards, City Attorney

EXHIBIT A

Chapter 353
Property Tax Abatement Applications



212 South Joplin Avenue, Suite 3
Joplin, Missouri
(417) 849-1605

City Council of Joplin Missouri
November 18, 2024

Chapter 353 Application previously approved by Joplin Redevelopment Corporation

IMPACT OF PLANNED REDEVELOPMENT
BY SYSTOLE HOLDING COMPANY, LLC

The rehabilitation of the historic Holcroft Livery and Stults Automotive Buildings will encourage the redevelopment of the blighted Joplin Downtown and bring economic benefits to the entire city. The owners, Ryan and Jennifer Longnecker, plan to convert these buildings into upscale market rate residences with indoor parking. It is anticipated this "sustainable redevelopment" will bring jobs and 12 new single-family residences to downtown. These residents, along with supporting service workers, will bring new life to these vacant buildings. This historic rehabilitation will dramatically improve the conditions of the surrounding neighborhood and increase property values.

353 Tax Abatement is one of the key elements of the owners' overall development strategy which includes Historic Tax Credits. In today's uncertain financial times and continuing high interest rates, property tax abatement adds inherent value to the property from a lending bank's perspective. The property tax abatement was a key factor in the lending banks' consideration of this project. Property tax abatement increases the likelihood of a project's success by reducing operating costs and required lease rates. Tax abatement was incorporated into the economic operating projections supplied to the lending bank to illustrate the project's viability. The rehabilitation of these historic buildings will return vacant and underutilized buildings back to productive service, while ensuring the properties will not further deteriorate. Rehabilitation keeps buildings from becoming public safety hazards and public burdens. The renovation of these downtown landmark buildings would be cost prohibitive without the aid of the 353 Redevelopment Program as shown in the attached Project Proformas.

The Longnecker's request the City of Joplin approve the use of this property tax abatement and redevelopment tool provided by Missouri State Statute 353 to help assure the success of this project. This approval will not result in the loss of any current property tax revenues and will lead to increased property tax revenue in the future, while improving the value of these properties and those surrounding them.

1. ***Address and legal description:*** (full legal description to be provided separately)
    a. The Hollcroft and Stults Buildings, 401-411 S. Virginia Avenue

        All of Lots Numbered Eighty-five (85), Eighty-six (86), and Eighty-seven (87) in Porter's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

2. ***Project description:*** See views of the existing buildings below. Also included is a brief description of the scope of the projects and the redevelopment team.




LEFT TURN
YIELD
ON GREEN
S VIRGINIA


1914





Hollcroft and Stults Buildings at 401 S. Virginia

Owner: Systole Holding Company, LLC: Jennifer and Ryan Longnecker
Project size: 28,900 square feet, 10 residential units with off street parking.
Budgeted Cost: $3,686,922
Current Assessment: $3,471.47
Additional Property Tax Revenue over 25 years if approved: $334,732.96
Annual Property Tax Increase after Abatement period: $68,667.38
See Appendix A

The redevelopment team for each project will be:

a) the owners: Ryan and Jennifer Longnecker
b) the developer: Commons Based, LLC,
c) the general contractor: Neal Group Construction, LLC,
d) the historic consultants: Heritage Consulting Group, LLC
e) the architects: Hunter & Millard Architects.

The owners will rehabilitate the buildings according to the Department of Interiors Rehabilitation guidelines which will help to ensure these 100 plus year-old parts of Joplin's historic and cultural fabric have better next centuries. The historic architectural elements of each structure will be retained while each receives complete new mechanical, electric, and

plumbing systems. This redevelopments, in the heart of downtown Joplin, will offer lease spaces equipped for the needs of modern residences with historical class. The historic materials will be reused to continue serving our community. As Carl Elephante said, “the greenest building is usually the one already built,” because the resources needed for its creation have already been incorporated into the structures. The buildings will also feature LED lighting, high efficiency heating, cooling and ventilation systems, low use water systems, and where appropriate new traction elevators.

3. Property currently in the control of the applicant: The properties are currently owned and controlled by the listed owner and represented by the applying developer.

4. Project nature: Market Rate Residential

5. Relocation of commercial facilities: Final lease-up tenants are unknown. It is probable that some tenants will be relocated from other locations in the area. The residential tenants will bring new vigor to downtown, and their presence will drive the creation of new businesses and services to provide for them. The Redevelopment Corporation’s benefits are particularly important to this project because tax abatement lowers the cost of operating the building, which makes possible lower per square foot lease rates designed to attract tenants and employers to the city’s blighted areas. Additionally, these substantial rehabilitations will increase surrounding property values and demonstrate the viability of “historic green” rehabilitations.

6. Project budget:

Hollcroft and Stults Buildings at 401 S. Virginia: $3,686,922

7. Possible tenants with an expressed interest in the building include:

There is currently a confidential list of over 20 strongly interested tenants

8. Job generation projections: The project is anticipated to create 3 full time job equivalents, a sales and HOA coordinator, a maintenance personnel, and cleaners within 24 months of lease date:

9. Any units rented will not be low to moderate income.

10.Project folder, including owner, existing and future use of property, photographs of the existing facility and drawings of renovation plans, plot plans, parking, etc., current ad valorem taxes on the property, reassessment document to support value after investment. See information above, table below and appendices.

Property Name	2022 Property Tax	Appraised 2022 Value	"As Complete" Future Value	Estimated Post Abatement Tax	Abatement Start Year
Hollcroft & Stults Buildings	$ 3,471.47	$ 193,062.50	$ 4,011,922.00	$ 72,138.85	**2025**

11. Appraisal and Property Purchase Contracts: Available upon request.

Prepared by: Jeff Neal, Commons Based, LLC, (417) 849 -1605
212 S. Joplin Avenue, Suite 3, Joplin, MO 64801

NOTE: The Columbia Building at 418/420 S. Main underwent 353 Property Tax Abatement in 2008. At that time the building had an appraised value of $73,875 and paid $1,087.24 yearly in property taxes.

In 2019, the county appraises the value of the building at $514,293 (7 times the previous value).

This does not take into account the increased property values of the surrounding buildings or the avoided costs of demolition if city/county dollars had been spent to tear the building down.

Appendix A

Hollcroft & Stults Buildings Rehabilitation

Tax Impact Statement

3 Year Operating Proforma

Jasper County 2022 Real Estate Tax Receipt

Tax Impact Statement — Hollcroft & Stults Buildings Rehabilitation Project

Estimate of 353 Redevelopment Corporation Impact on Local Taxes

Tax Levy by district:	Levy 2023 (per $100)	2022 Assessed Value	2022 Tax	Estimated Fair Market Value after Development	Estimated Assessed Value 2024 after development	Annual Estimated Taxes if developed without Abatement	Annual Taxes on Improvements Abated during first 10 years (2024-2033)	Annual Taxes with Improvements Abated 50% during 2nd 15 years (2034-2048)	Total Taxes Abated through 25 years if 353 Redevelopment occurs
State	0.03	$ 61,780.00	$ 18.53	$ 4,011,922.00	$ 1,283,815.04	$ 385.14	$ 366.61	$ 183.31	$ 6,415.75
County	0.0961	$ 61,780.00	$ 59.37	$ 4,011,922.00	$ 1,283,815.04	$ 1,233.75	$ 1,174.38	$ 587.19	$ 20,551.58
Special Road Dist	0.0845	$ 61,780.00	$ 52.20	$ 4,011,922.00	$ 1,283,815.04	$ 1,084.82	$ 1,032.62	$ 516.31	$ 18,070.91
Mental Health	0.0845	$ 61,780.00	$ 52.20	$ 4,011,922.00	$ 1,283,815.04	$ 1,084.82	$ 1,032.62	$ 516.31	$ 18,070.91
R8 School	3.66	$ 61,780.00	$ 2,261.15	$ 4,011,922.00	$ 1,283,815.04	$ 46,987.63	$ 44,726.48	$ 22,363.24	$ 782,713.41
Joplin Ordinance	0.2235	$ 61,780.00	$ 138.08	$ 4,011,922.00	$ 1,283,815.04	$ 2,869.33	$ 2,731.25	$ 1,365.62	$ 47,796.82
City of Joplin	0.4205	$ 61,780.00	$ 259.78	$ 4,011,922.00	$ 1,283,815.04	$ 5,398.44	$ 5,138.66	$ 2,569.33	$ 89,926.59
Surtax	1.02	$ 61,780.00	$ 630.16	$ 4,011,922.00	$ 1,283,815.04	$ 13,094.91	$ 12,464.75	$ 6,232.38	$ 218,133.18
TOTAL Annual	5.6191		**$ 3,471.47**				$ 68,667.38	$ 28,101.31	$ 983,545.98
					Taxes abated over 10 yrs		$ 686,673.81		
					Taxes abated over 2nd 15 yrs			$ 421,519.71	
					Taxes abated over 25 yrs				$ 1,108,193.52

25 year Scenarios:

1. Property tax revenue if no abatement and no redevelopment occurs and assessed value constant x 25 years.	$ 86,786.75
2. Property tax revenue if abatement allowed and redevelopment occurs.	$ 421,519.71
Increased Property Tax Revenue Due to Development over 25 years:	**$ 334,732.96**
Yearly Property Taxes after Abatement Ends:	$ 72,138.85
2022 Property Tax:	$ 3,471.47
Annual Property Tax Increase after Abatement:	**$ 68,667.38**

Note: For simplicity, tax percentages and assessed values are held constant, actual numbers will go up over the 25 year abatement period.

Hollcroft & Stults Proforma (401-411 S. Virginia) with 353 Property Tax Abatement

Occupancy Percentage	EXPECTED CASHFLOW PROJECTION FOR Hollcroft & Stults Rehabilitation YEAR 1				28900 Square feet											
		PRE START-UP	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12	TOTAL	
90%	Systole Holding Company, LLC															
Rental Rate	1.CASH ON HAND (BEGINNING OF MONTH)	70000	21750	18133	14515	10898	7281	3664	46	-3571	-7188	-10805	-8881	-6957	-5032	
$ 3,200.00	Eight 3 bedroom apartments		23040	23040	23040	23040	23040	23040	23040	23040	23040	23040	23040	23040	276480	
$ 875.00	Two 1 bedroom apartments		1575	1575	1575	1575	1575	1575	1575	1575	1575	1575	1575	1575	18900	
Project Cost	STATE HISTORIC TAX CREDITS @ 92% of value										805592					
$ 3,686,922.00	TOTAL CASH RECEIPTS	0	24615	24615	24615	24615	24615	24615	24615	24615	830207	24615	24615	24615	1100972	
Loan	TOTAL CASH AVAILABLE	70000	46365	42748	39130	35513	31896	28279	24661	21044	823019	13810	15734	17658		
$ 2,881,329.54 Cash Investment																
$ 805,592.46	CASH PAID OUT															
	(A) PURCHASES (FF&E, appliances)	43800	50	50	50	50	50	50	50	50	50	50	50	50	600	
	(B) GROSS WAGES (agent & maintenance)		2286	2286	2286	2286	2286	2286	2286	2286	2286	2286	2286	2286	27433	
	(C) PAYROLL EXPENSES(TAXES, ETC.)	0	297	297	297	297	297	297	297	297	297	297	297	297	3566	
	(D) OUTSIDE SERVICES (cleaning, pest, inspections)		1554	1554	1554	1554	1554	1554	1554	1554	1554	1554	1554	1554	18653	
	(E) MISCELLANEOUS (SUPPLIES, ETC)		22	22	22	22	22	22	22	22	22	22	22	22	268	
	(F) REPAIRS & MAINTENANCE		72	72	72	72	72	72	72	72	72	72	72	72	864	
	(G) ADVERTISING	4450	250	250	250	250	250	250	250	250	250	250	250	250	7450	
$ 3,471.47	(H) PROPERTY TAXES		289	289	289	289	289	289	289	289	289	289	289	289	3471	
	(I) ACCOUNTING & LEGAL		119	119	119	119	119	119	119	119	119	119	119	119	1427	
	(J) EXTERIOR COMMON AREA MAINTENANCE		180	180	180	180	180	180	180	180	180	180	180	180	2160	
	(K) TELEPHONE (FIRE CONTROL LINES)		95	95	95	95	95	95	95	95	95	95	95	95	1137	
	(L) ELECTRICITY (HOUSE METER)		867	867	867	867	867	867	867	867	867	867	867	867	10404	
	(M) INSURANCE (PROPERTY)		1551	1551	1551	1551	1551	1551	1551	1551	1551	1551	1551	1551	18617	
	(N) INTEREST		13206	13176	13145	13115	13084	13053	13022	12991	12960	9514	9492	9470	146228	
	(O) SEWAGE		105	105	105	105	105	105	105	105	105	105	105	105	1255	
	(P) WATER		421	421	421	421	421	421	421	421	421	421	421	421	5052	
	(Q) TRASH COLLECTION/SANATATION		253	253	253	253	253	253	253	253	253	253	253	253	3035	
	SUBTOTAL	48250	21618	21588	21557	21527	21496	21465	21434	21403	21372	17926	17904	17882	251621	
	LOAN PRINCIPAL PAYMENT		$ 6,614.21	$ 6,644.52	$ 6,674.98	$ 6,705.57	$ 6,736.30	$ 6,767.18	$ 6,798.19	$ 6,829.35	$ 812,453.11	$ 4,764.94	$ 4,786.78	$ 4,808.72	880584	
	RESERVE OR ESCROW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	OTHER START-UP COSTS		0	0	0	0	0	0	0	0	0	0	0	0	0	
	OWNER'S WITHDRAWAL		0	0	0	0	0	0	0	0	0	0	0	0	0	
	TOTAL CASH PAID OUT	48250	28232	28232	28232	28232	28232	28232	28232	28232	833825	22691	22691	22691	1132205	
	CASH POSITION (END OF MONTH)	21750	18133	14515	10898	7281	3664	46	-3571	-7188	-10805	-8881	-6957	-5032	CASH	
	NET GAIN OR LOSS PER MONTH		**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ 1,924.30**	**$ 1,924.30**	**$ 1,924.30**	**$ (26,782.48)**	
$ 68,667.38	ADDITIONAL PROPERTY TAX IF NOT ABATED		5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	68667	
	NET GAIN OR LOSS P/M WITHOUT ABATEMENT		**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (3,797.98)**	**$ (3,797.98)**	**$ (3,797.98)**	**$ (95,449.86)**	

Hollcroft & Stults Proforma (401-411 S. Virginia) with 353 Property Tax Abatement

Rent Increase	**EXPECTED CASHFLOW PROJECTION FOR Hollcroft & Stults Rehabilitation** **YEAR 2**	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12	TOTAL
5.00%	Systole Holding Company, LLC													
	1.CASH ON HAND (BEGINNING OF MONTH)	-5032	-2298	436	3171	5905	8640	11374	14109	16843	19578	22312	25047	27781
$ 3,360.00	Eight 3 bedroom apartments	24192	24192	24192	24192	24192	24192	24192	24192	24192	24192	24192	24192	290304
$ 918.75	Two 1 bedroom apartments	1654	1654	1654	1654	1654	1654	1654	1654	1654	1654	1654	1654	19845
	TOTAL CASH RECEIPTS	25846	25846	25846	25846	25846	25846	25846	25846	25846	25846	25846	25846	310149
	TOTAL CASH AVAILABLE	20813	23548	26282	29017	31751	34486	37220	39954	42689	45423	48158	50892	
	INFLATION ASSUMED AT ANNUAL RATE OF	5.0%	multiplier	1.050										
	CASH PAID OUT													
	(A) PURCHASES (common space furnishings)	53	53	53	53	53	53	53	53	53	53	53	53	630
	(B) GROSS WAGES	2400	2400	2400	2400	2400	2400	2400	2400	2400	2400	2400	2400	28805
	(C) PAYROLL EXPENSES(TAXES, ETC.)	312	312	312	312	312	312	312	312	312	312	312	312	3745
	(D) OUTSIDE SERVICES (cleaning, pest, inspections)	1632	1632	1632	1632	1632	1632	1632	1632	1632	1632	1632	1632	19585
	(E) SUPPLIES (OFFICE AND OPERATING)	23	23	23	23	23	23	23	23	23	23	23	23	281
	(F) REPAIRS & MAINTENANCE	76	76	76	76	76	76	76	76	76	76	76	76	907
	(G) ADVERTISING	263	263	263	263	263	263	263	263	263	263	263	263	3150
	(H) PROPERTY TAXES	304	304	304	304	304	304	304	304	304	304	304	304	3645
	(I) ACCOUNTING & LEGAL	125	125	125	125	125	125	125	125	125	125	125	125	1499
	(J) EXTERIOR COMMON AREA MAINTENANCE	189	189	189	189	189	189	189	189	189	189	189	189	2268
	(K) TELEPHONE (FIRE CONTROL LINES)	99	99	99	99	99	99	99	99	99	99	99	99	1194
	(L) ELECTRICITY	910	910	910	910	910	910	910	910	910	910	910	910	10924
	(M) INSURANCE	1629	1629	1629	1629	1629	1629	1629	1629	1629	1629	1629	1629	19547
	(N) INTEREST	9448	9426	9404	9381	9359	9336	9314	9291	9268	9245	9222	9199	111892
	(O) SEWAGE	110	110	110	110	110	110	110	110	110	110	110	110	1318
	(P) WATER	442	442	442	442	442	442	442	442	442	442	442	442	5305
	(Q) TRASH COLLECTION/SANATATION	266	266	266	266	266	266	266	266	266	266	266	266	3187
	SUBTOTAL	18281	18258	18236	18214	18191	18169	18146	18123	18101	18078	18055	18031	217883
	LOAN PRINCIPAL PAYMENT	4831	4853	4875	4897	4920	4942	4965	4988	5011	5034	5057	5080	59453
	RESERVE OR ESCROW	0	0	0	0	0	0	0	0	0	0	0	0	0
	OTHER START-UP COSTS	0	0	0	0	0	0	0	0	0	0	0	0	0
	OWNER'S WITHDRAWAL	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL CASH PAID OUT	23111	23111	23111	23111	23111	23111	23111	23111	23111	23111	23111	23111	277336
	CASH POSITION (END OF MONTH)	-2298	436	3171	5905	8640	11374	14109	16843	19578	22312	25047	27781	CASH
	NET GAIN OR LOSS PER MONTH	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**32813**
	ADDITIONAL PROPERTY TAX IF NOT ABATED	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	68667
	NET GAIN OR LOSS P/M WITHOUT ABATEMENT	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (35,853.93)**

Hollcroft & Stults Proforma (401-411 S. Virginia) with 353 Property Tax Abatement

Rent Increase		EXPECTED CASHFLOW PROJECTION FOR Hollcroft & Stults Rehabilitation YEAR 3	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	
	5.00%	Systole Holding Company, LLC	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
		1.CASH ON HAND (BEGINNING OF MONTH)	27781	31366	34951	38536	42121	45707	49292	52877	56462	60047	63632	67217	70802
$	3,528.00	Eight 3 bedroom apartments	25402	25402	25402	25402	25402	25402	25402	25402	25402	25402	25402	25402	304819
$	964.69	Two 1 bedroom apartments	1736	1736	1736	1736	1736	1736	1736	1736	1736	1736	1736	1736	20837
		TOTAL CASH RECEIPTS	27138	27138	27138	27138	27138	27138	27138	27138	27138	27138	27138	27138	325656
		TOTAL CASH AVAILABLE	54919	58504	62089	65674	69259	72845	76430	80015	83600	87185	90770	94355	
		INFLATION ASSUMED AT ANNUAL RATE OF	5.0%	1.050											
		CASH PAID OUT													
		(A) PURCHASES (common space furnishings)	55	55	55	55	55	55	55	55	55	55	55	55	662
		(B) GROSS WAGES	2520	2520	2520	2520	2520	2520	2520	2520	2520	2520	2520	2520	30245
		(C) PAYROLL EXPENSES(TAXES, ETC.)	328	328	328	328	328	328	328	328	328	328	328	328	3932
		(D) OUTSIDE SERVICES (cleaning, pest, inspections)	1714	1714	1714	1714	1714	1714	1714	1714	1714	1714	1714	1714	20565
		(E) SUPPLIES (OFFICE AND OPERATING)	25	25	25	25	25	25	25	25	25	25	25	25	295
		(F) REPAIRS & MAINTENANCE	79	79	79	79	79	79	79	79	79	79	79	79	953
		(G) ADVERTISING	276	276	276	276	276	276	276	276	276	276	276	276	3308
		(H) PROPERTY TAXES	319	319	319	319	319	319	319	319	319	319	319	319	3827
		(I) ACCOUNTING & LEGAL	131	131	131	131	131	131	131	131	131	131	131	131	1573
		(J) EXTERIOR COMMON AREA MAINTENANCE	198	198	198	198	198	198	198	198	198	198	198	198	2381
		(K) TELEPHONE (FIRE CONTROL LINES)	104	104	104	104	104	104	104	104	104	104	104	104	1254
		(L) ELECTRICITY	956	956	956	956	956	956	956	956	956	956	956	956	11470
		(M) INSURANCE	1710	1710	1710	1710	1710	1710	1710	1710	1710	1710	1710	1710	20525
		(N) INTEREST	9175	9152	9129	9105	9081	9057	9034	9009	8985	8961	8937	8912	108538
		(O) SEWAGE	115	115	115	115	115	115	115	115	115	115	115	115	1384
		(P) WATER	464	464	464	464	464	464	464	464	464	464	464	464	5570
		(Q) TRASH COLLECTION/SANATATION	279	279	279	279	279	279	279	279	279	279	279	279	3346
		SUBTOTAL	18450	18426	18403	18379	18355	18332	18308	18284	18260	18235	18211	18186	219829
		LOAN PRINCIPAL PAYMENT	5103	5127	5150	5174	5197	5221	5245	5269	5293	5318	5342	5367	62807
		RESERVE OR ESCROW		0	0	0	0	0	0	0	0	0	0	0	0
		OTHER START-UP COSTS	0	0	0	0	0	0	0	0	0	0	0	0	0
		OWNER'S WITHDRAWAL	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0
		TOTAL CASH PAID OUT	23553	23553	23553	23553	23553	23553	23553	23553	23553	23553	23553	23553	282635
		CASH POSITION (END OF MONTH)	31366	34951	38536	42121	45707	49292	52877	56462	60047	63632	67217	70802	CASH
		NET GAIN OR LOSS PER MONTH	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**43021**
		ADDITIONAL PROPERTY TAX IF NOT ABATED	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	68667
		NET GAIN OR LOSS P/M WITHOUT ABATEMENT	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (25,646.02)**



JASPER COUNTY TAX RECEIPT
2022 REAL ESTATE

Steven E. McIntosh, Collector

Two Office Locations

Carthage Office
Jasper County Courthouse
302 S. Main - Room 107
Carthage, MO 64836

Joplin Office
Jasper County Courts Building
633 S. Pearl
Joplin, MO 64801

SYSTOLE HOLDING CO
3924 ARBOR CT
JOPLIN MO 64804

Mailing Address
Jasper County Collector
P.O. BOX 421
Carthage, MO 64836-0421

CODE NUMBER: 33-11713-0
PARCEL ID#: 19-1.0-02-030-022-002.000
SEC, TWN, RNG: 2-27-33
DELINQ YEARS: NONE
ACRES: 0.41
SITUS ADDRESS:
M-CODE: 0

Property Description

MURPHYSBURG PORTER LOTS 85 TO 87 INC

	Land	Structure	SUBTOTALS
Residential			0
Agricultural			0
Commercial			61,780
TOTAL VALUATION			61,780

Tax District	Levy per $100	Total Tax
STAT	0.0300	18.53
COUN	0.0961	59.37
DDRB	0.0845	52.20
MH	0.0845	52.20
R8	3.6600	2,261.15
JORD	0.2235	138.08
CJOP	0.4205	259.78
SRTX	1.0200	630.16

TAX		3,471.47

Date Printed: 09/19/2023 **3,471.47**

PAID

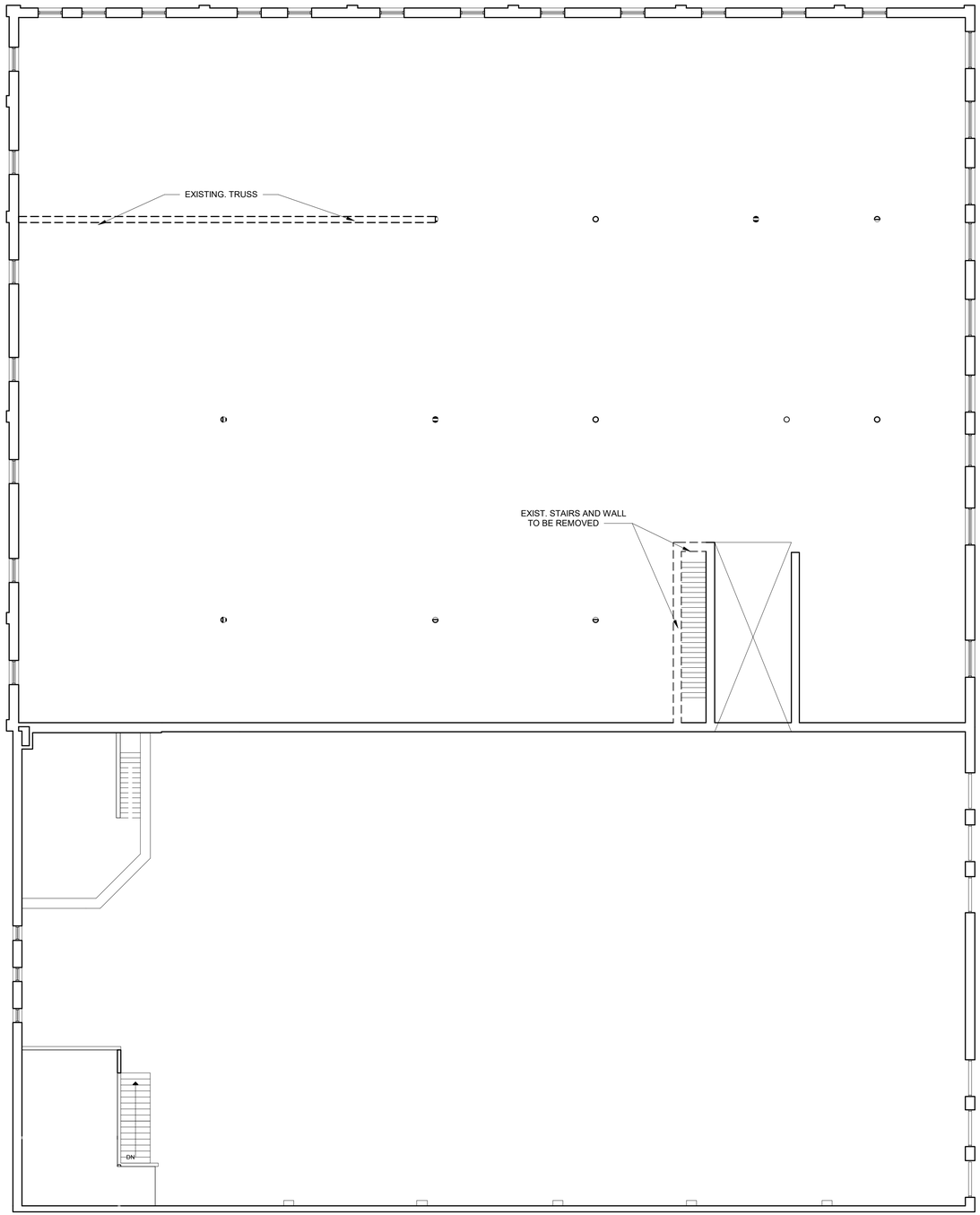
VALIDATED BY
STEVEN E. MCINTOSH - JASPER COUNTY COLLECTOR

DATE: **12/30/2022** AMOUNT PAID: **3,471.47** RECEIPT #: **911882**

REAL ESTATE TAX RECEIPTS CANNOT BE USED TO LICENSE VEHICLES

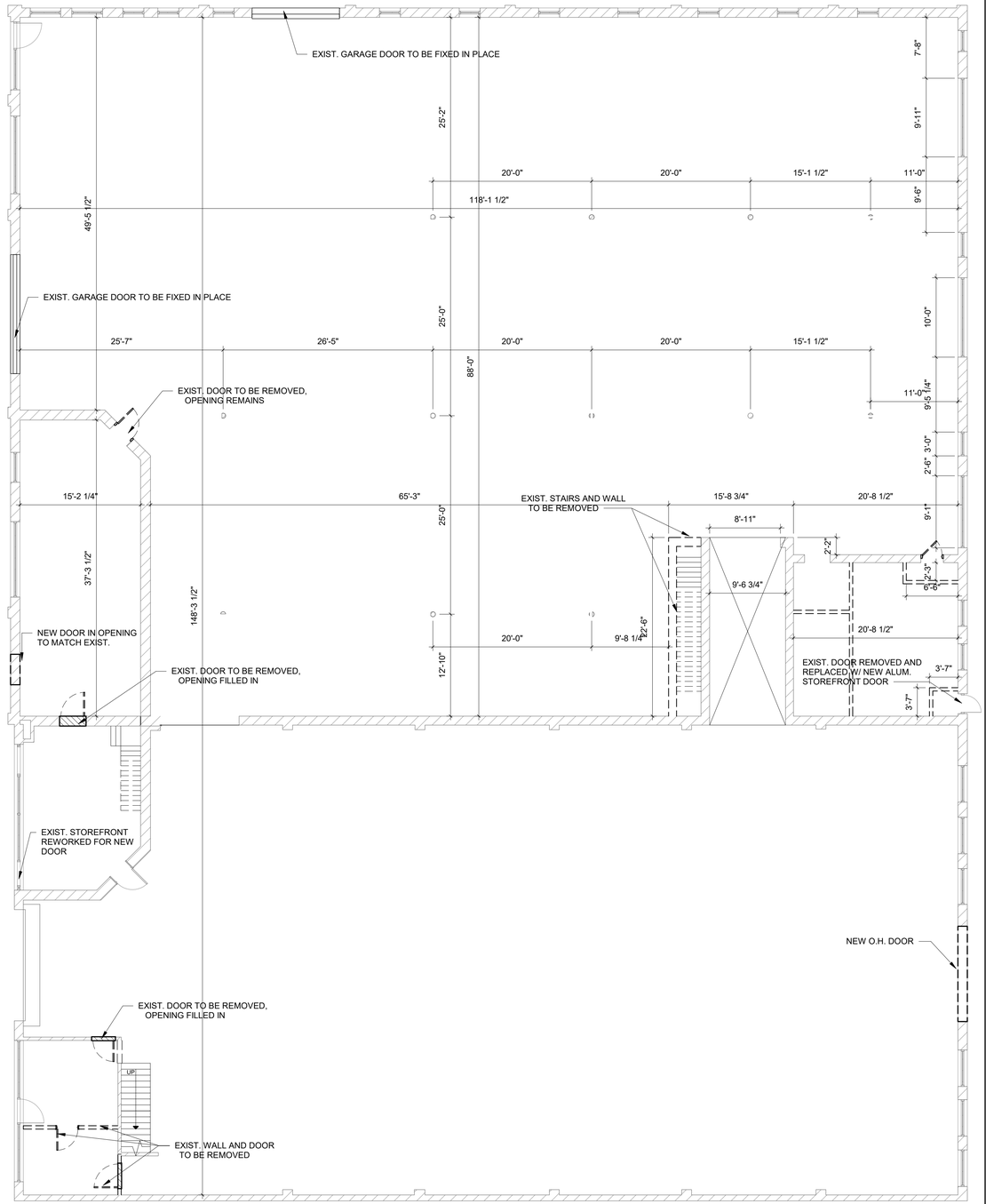
Appendix B

Hollcroft & Stults Buildings Rehabilitation Plans



Exist. / Demo. Plan - Upper Level

SCALE: 1/8" = 1'-0"



Exist. / Demo. Plan - Main Level

SCALE: 1/8" = 1'-0"

HUNTER & MILLARD ARCHITECTS, INC.

1501 S. Main Street
Joplin, MO 64804
417.624.8872
hunterandmillard.com

Missouri Certificate of Authority: A-2008008317

Revisions | By

Renovations for the Longneckers To:

Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By	
Checked By	
Date	6-14-22
Scale	1/8" = 1'-0"
Job Number	2176

Exist. / Demo Plans

D1

Floor Plan Notes

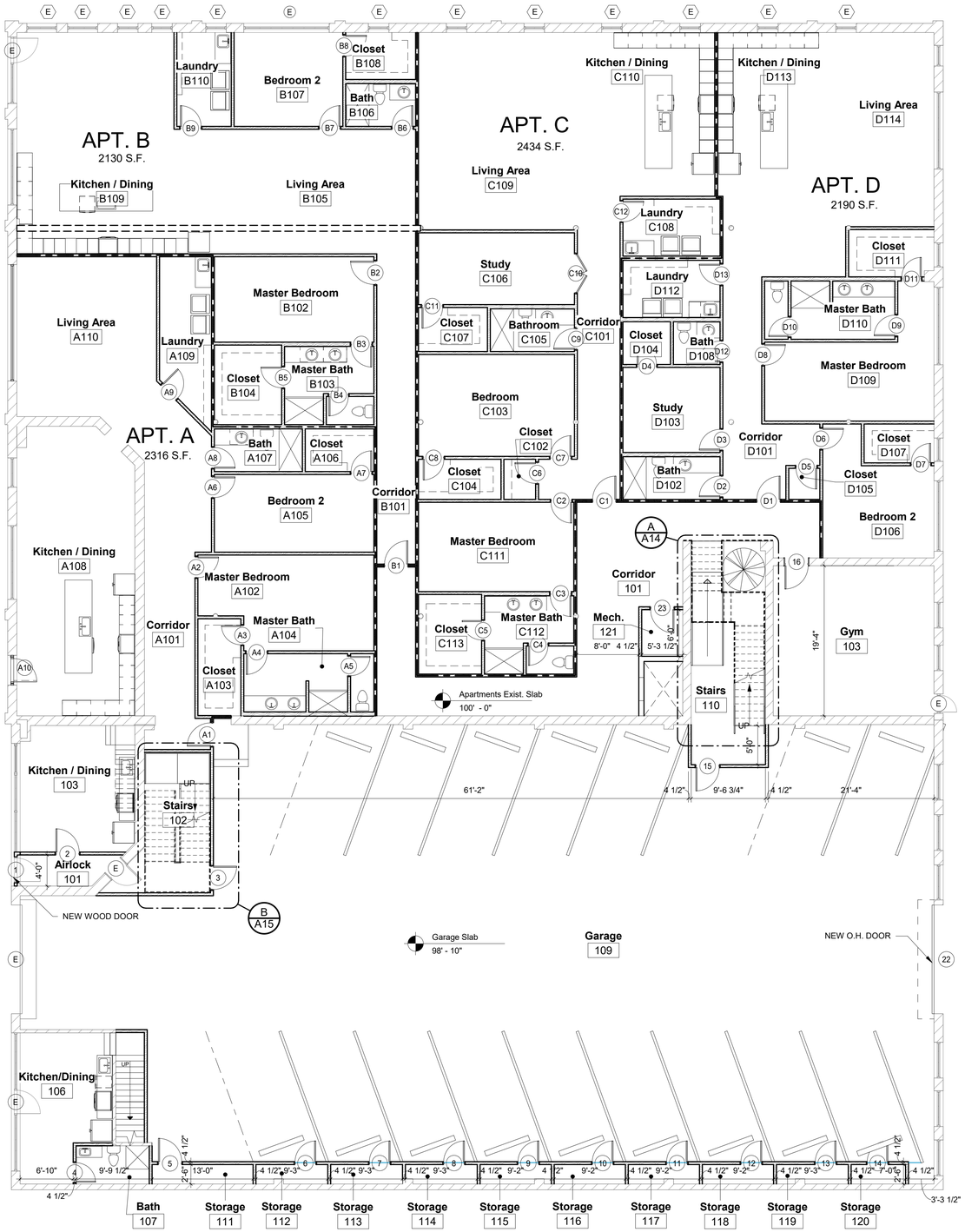
1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
3. SEE ROOM FINISH SCHEDULE/NOTES FOR FINISHES.
4. PROVIDE ADEQUATE BLOCKING IN WALLS FOR TOILET ACCESSORIES, PARTITIONS, SHELVING, MILLWORKS, ETC. VERIFY WITH OWNER OF ANY BLOCKING REQUIREMENTS OF ANY OWNER INSTALLED ITEMS.
5. FURNITURE & WINDOW TREATMENTS ARE NOT IN CONTRACT (N.I.C.) UNLESS OTHERWISE NOTED ON DRAWINGS.
6. MILLWORK CONTRACTOR SHALL FIELD VERIFY FINAL DIMENSIONS.
7. PROVIDE & INSTALL SOUND BATT INSULATION AT ALL INTERIOR WALLS (VERIFY W/ OWNER)
8. SEE PLUMBING, MECHANICAL, & ELECTRICAL SHEETS FOR IN-SLAB REQUIREMENTS.

Floor Plan Legend

- NEW WOOD STUD WALL CONSTRUCTION
- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED
- BUILDING SECTION — SECTION LETTER — SHEET SECTION FOUND ON (AA / A7)
- 101 DOOR ASSEMBLY MARK REMOVED
- 101 DOOR ASSEMBLY MARK
- A WINDOW MARK
- SECTION/DETAIL LETTER/NUMBER — SHEET DETAIL FOUND ON (A / A7)
- Office 101 — ROOM NAME / ROOM NUMBER
- ELEVATION MARK 1 — ELEVATION NUMBER — ELEVATION FOUND ON SHEET (A7)
- 1" = 1'-0" SECTION

Floor Plan Abbreviations

(N.I.C.)	NOT IN CONTRACT. FURNISHED AND INSTALLED BY OTHERS.
(TYP.)	TYPICAL
(RR)	RESTROOM
(DEMO)	DEMOLITION, DEMOLISH OR REMOVE
A.F.F.	ABOVE FINISH FLOOR
F.C. GPDW	FIRE CODE GYPSUM DRYWALL
F.E.	FIRE EXTINGUISHER
D.S.	DOWNSPOUT
F.D.	FLOOR DRAIN (SEE PLUMBING PLANS)
T.B.D.	TO BE DETERMINED
S.B.	SOUND BATT INSULATION



Floor Plan - Main Level

SCALE: 1/8" = 1'-0"

NORTH

HUNTER & MILLARD ARCHITECTS, INC.
1501 S. Main Street
Joplin, MO 64804
417.624.8872
hunterandmillard.com
Missouri Certificate of Authority: A-2008008317

Revisions | By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By	
Checked By	
Date	6-14-22
Scale	As indicated
Job Number	2176

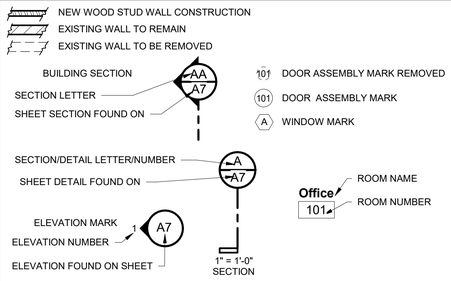
Main Level Floor Plan

A1

Floor Plan Notes

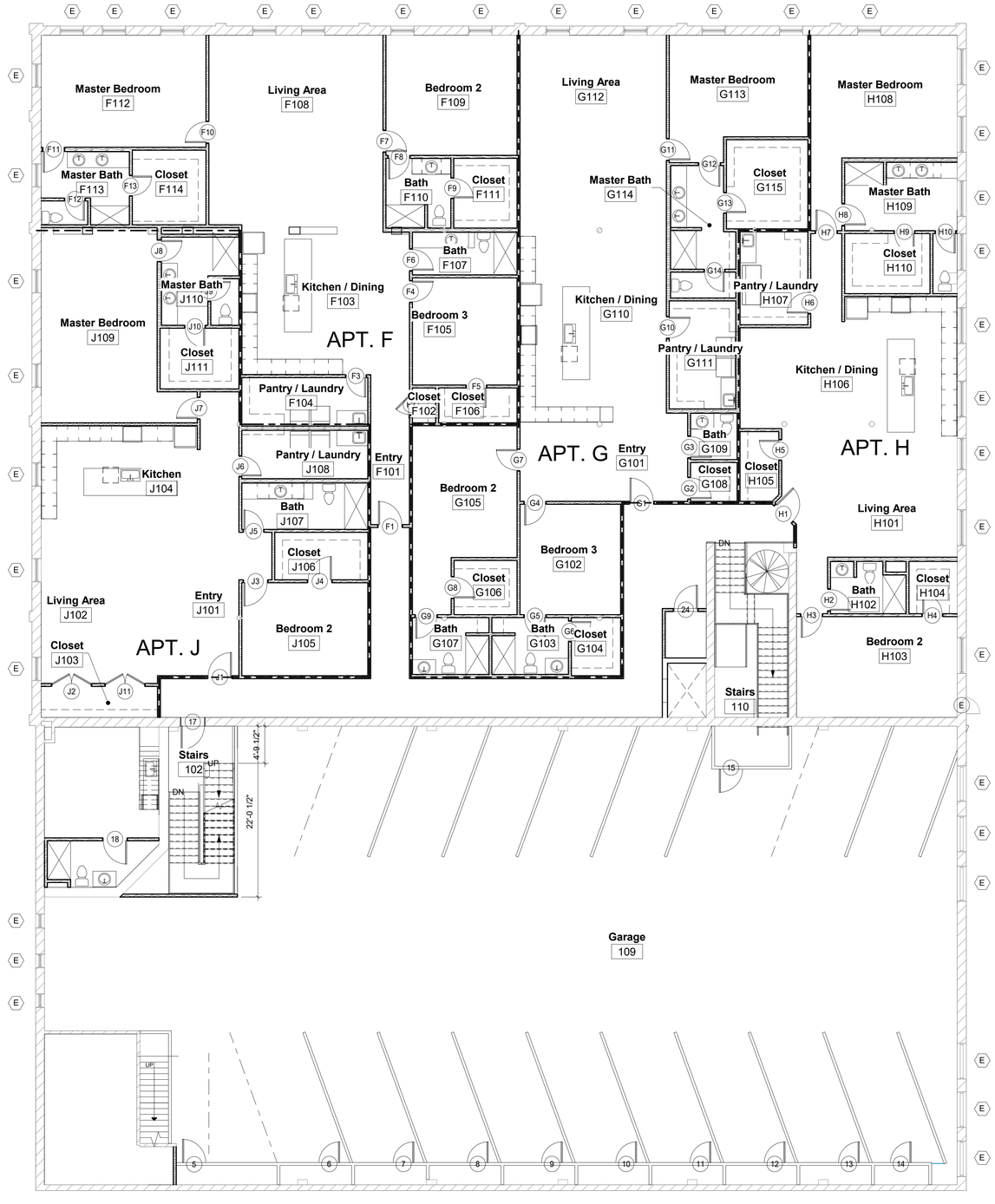
1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
3. SEE ROOM FINISH SCHEDULE/NOTES FOR FINISHES.
4. PROVIDE ADEQUATE BLOCKING IN WALLS FOR TOILET ACCESSORIES, PARTITIONS, SHELVING, MILLWORKS, ETC. VERIFY WITH OWNER OF ANY BLOCKING REQUIREMENTS OF ANY OWNER INSTALLED ITEMS.
5. FURNITURE & WINDOW TREATMENTS ARE NOT IN CONTRACT (N.I.C.) UNLESS OTHERWISE NOTED ON DRAWINGS.
6. MILLWORK CONTRACTOR SHALL FIELD VERIFY FINAL DIMENSIONS.
7. PROVIDE & INSTALL SOUND BATT INSULATION AT ALL INTERIOR WALLS (VERIFY W/ OWNER)
8. SEE PLUMBING, MECHANICAL, & ELECTRICAL SHEETS FOR IN-SLAB REQUIREMENTS.

Floor Plan Legend



Floor Plan Abbreviations

(N.I.C.)	NOT IN CONTRACT. FURNISHED AND INSTALLED BY OTHERS.
(TYP.)	TYPICAL
(RR)	RESTROOM
(DEMO)	DEMOLITION, DEMOLISH OR REMOVE
A.F.F.	ABOVE FINISH FLOOR
F.C. GPDW	FIRE CODE GYPSUM DRYWALL
F.E.	FIRE EXTINGUISHER
D.S.	DOWNSPOUT
F.D.	FLOOR DRAIN (SEE PLUMBING PLANS)
T.B.D.	TO BE DETERMINED
S.B.	SOUND BATT INSULATION



Floor Plan - Upper Level

SCALE: 1/8" = 1'-0"

HUNTER & MILLARD ARCHITECTS, INC.
1501 S. Main Street
Joplin, MO 64804
417.624.8872
hunterandmillard.com
Missouri Certificate of Authority: A-2008008317

Revisions | By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By	Author
Checked By	Checker
Date	6-14-22
Scale	As indicated
Job Number	2176

Upper Level Floor Plan

A2



HUNTER & MILLARD ARCHITECTS, INC.
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Revisions	By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By	Author
Checked By	Checker
Date	6-14-22
Scale	1/4" = 1'-0"
Job Number	2176

Enlarged Main Level Floor Plan

A3

Master Bedroom F112
Living Area F108
Bedroom 2 F109
Living Area G112
Master Bedroom G113
Master Bedroom H108
Master Bath F113
Closet F114
Bath F110
Closet F111
Master Bath G114
Closet G115
Master Bath H109
Closet H110
Bath F107
Kitchen / Dining F103
Kitchen / Dining G110
Kitchen / Dining H106
Master Bedroom J109
Master Bath J110
Closet J111
Bedroom 3 F105
Pantry / Laundry G111
Pantry / Laundry H107
KITCHEN
Pantry / Laundry F104
Pantry / Laundry J108
Closet F102
Closet F106
Entry F101
Entry G101
Bath G109
Closet G108
Closet H105
APT. F
APT. G
APT. H
Kitchen J104
Bath J107
Bedroom 2 G105
Bedroom 3 G102
Living Area H101
Closet J106
Closet G106
Closet H104
Bath G107
Bath G103
Closet G104
ELEVATOR LOBBY
Bath H102
Living Area J102
Entry J101
Bedroom 2 J105
Bedroom 2 H103
Closet J103
APT. J
FURNITURE (N.I.C.)
REF.
RANGE
SINK
DW
LIN.
SIM
Floor Plan - Upper Level
SCALE: 1/4" = 1'-0"

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Revisions By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

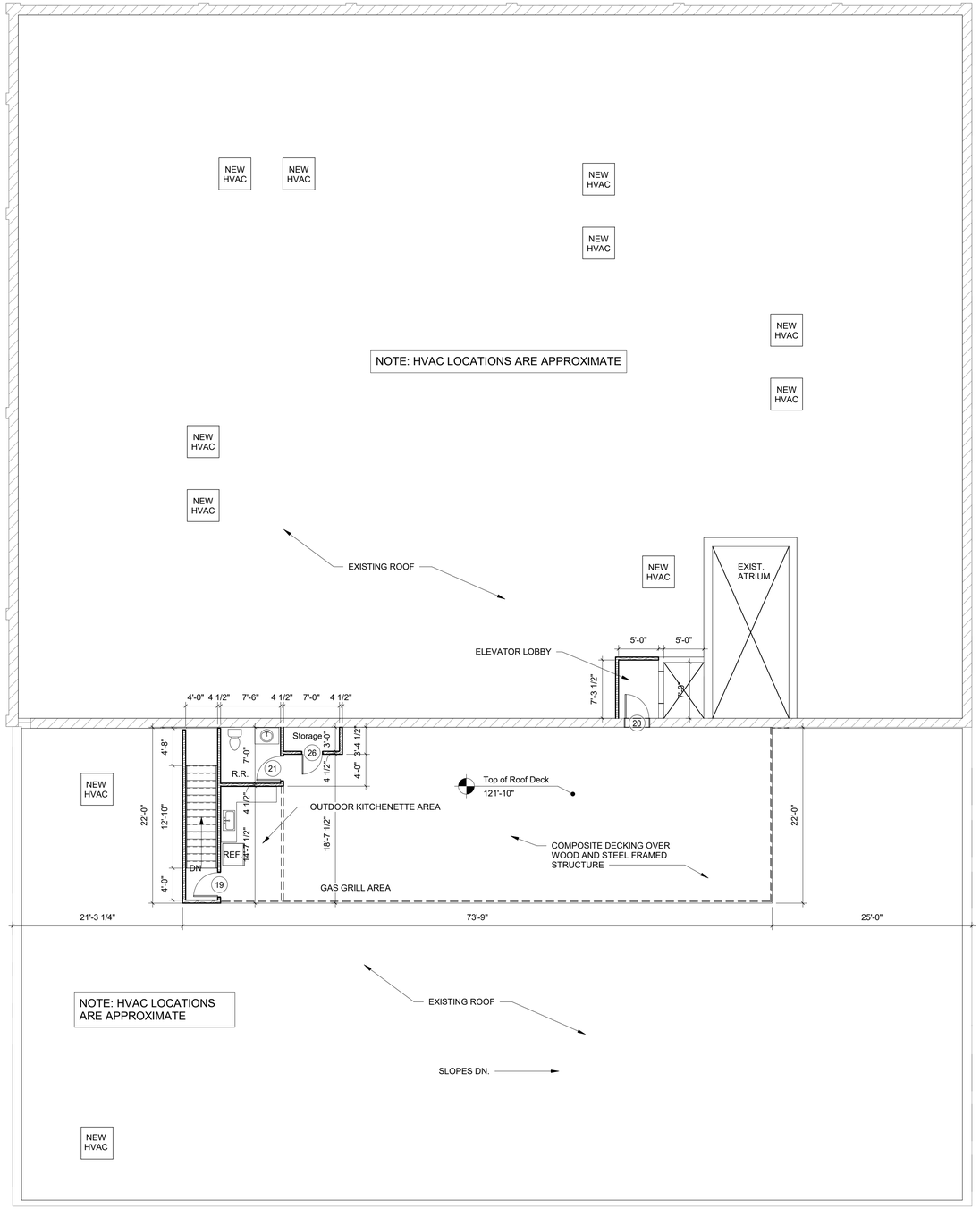
PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By
Checked By
Date 6-14-22
Scale 1/4" = 1'-0"
Job Number 2176

Enlarged Upper Level Floor Plan

A4



Roof Plan

SCALE: 1/8" = 1'-0"

NORTH

HUNTER & MILLARD ARCHITECTS, INC.

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Joplin, MO 64804
417.624.8872
hunterandmillard.com

Missouri Certificate of Authority: A-2008008317

Revisions | By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

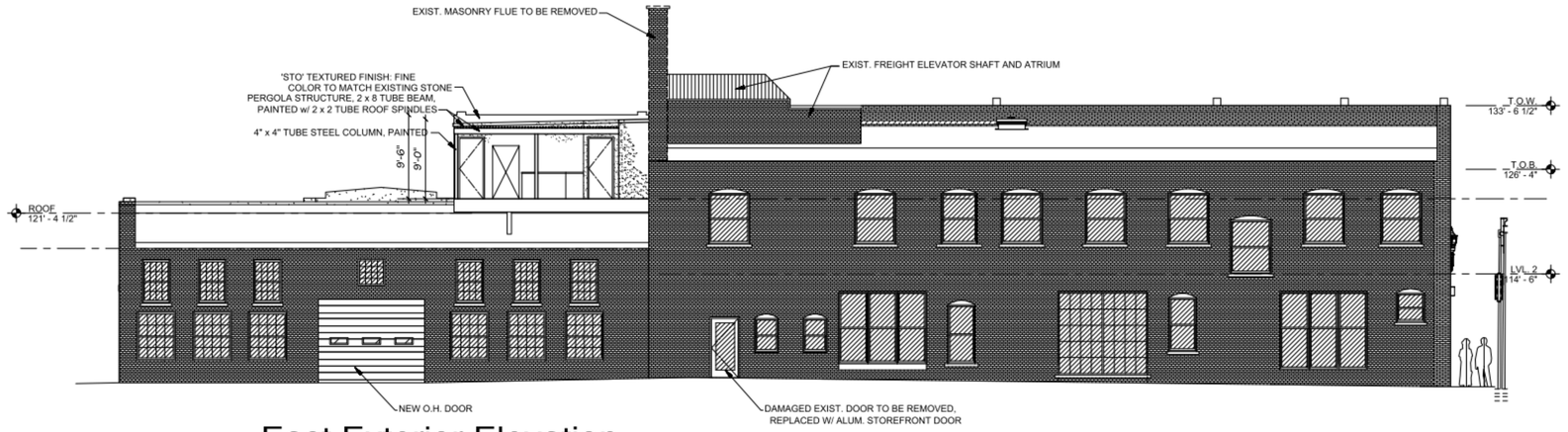
Drawn By	
Checked By	
Date	6-14-22
Scale	1/8" = 1'-0"
Job Number	2176

Roof Plan

A5

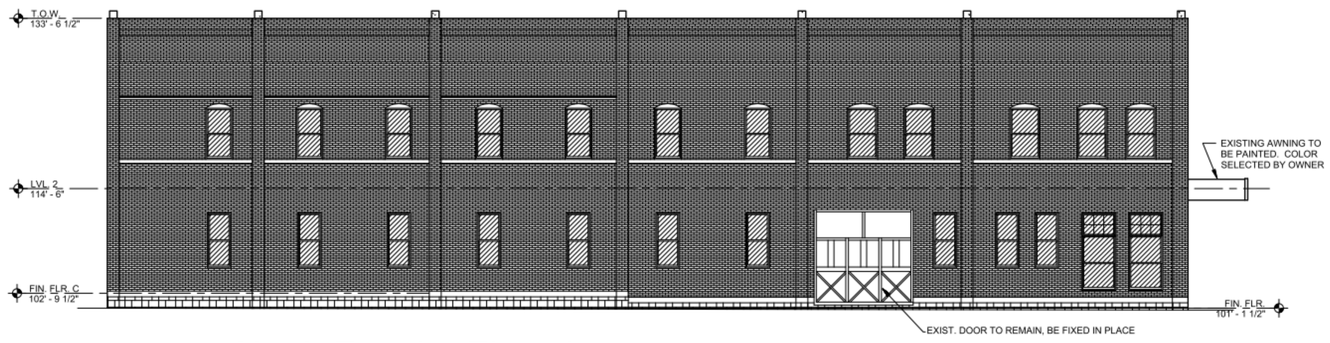
Windows Note

ALL EXIST. WINDOWS TO BE REHABILITATED WHERE POSSIBLE. IF MISSING OR DAMAGED BEYOND REPAIR, WINDOWS WILL BE REPLACED WITH COMPATIBLE HISTORICALLY COMPLIANT WINDOWS.



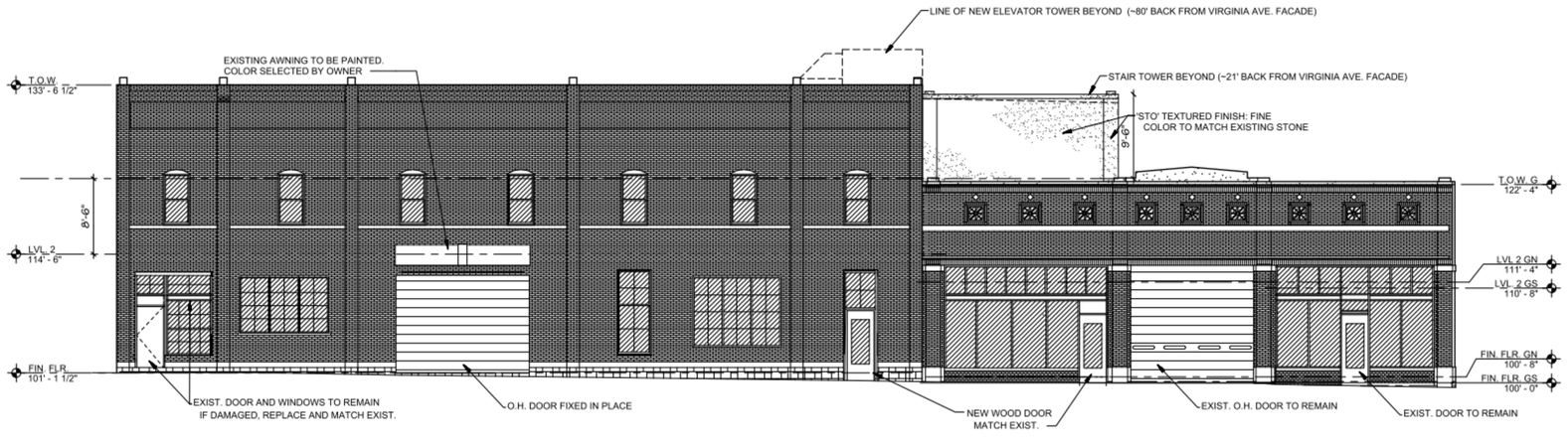
East Exterior Elevation along alley

SCALE: 1/8" = 1'-0"



North Exterior Elevation along Fourth Street

SCALE: 1/8" = 1'-0"



West Exterior Elevation along Virginia Avenue

SCALE: 1/8" = 1'-0"

HUNTER & MILLARD ARCHITECTS, INC.

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Missouri Certificate of Authority: A-2008008317

Revisions | By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By	
Checked By	
Date	6-14-22
Scale	
Job Number	2176

Exterior Elevations

A8

EXHIBIT B

LEGAL DESCRIPTION:

All of Lots Numbered Eighty-five (85), Eighty-six (86), and Eighty-seven (87) in Porter's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

JOPLIN CITY COUNCIL
NOVEMBER 11, 2024
MEETING MINUTES

CALL TO ORDER

The November 11, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by City Clerk, Holly Nagy

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

ROLL CALL

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

Absent: Doris Carlin

Motion by Mr. DeTar, second by Mr. Lawson to excuse the absence of Doris Carlin. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

PRESENTATIONS

Memorial Hall Presentation

Cory Winn presented on behalf of Temple Live

Police Department Take Home Cars Update

Nick Edwards, City Manager presented.

Discussion ensued.

Motion by Mr. Jackson, second by Mr. Bard that city staff convey three options for Council consideration at the first meeting in December. Voting in favor were Council Members: Bard, DeTar, Farnham, Jackson, Lawson, and Shaw, 6. Nays: Copple, Cortez, 2. Absent: Carlin, 1.

1 option not beholden to a renewal tax such as Prop B.
1 option tethering it to something that would continue the maintenance costs and ongoing costs with something like Prop B.
1 option that staff is able to create based on discussions held tonight of the likes, dislikes, the wants and don't wants.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Lynn Onstot, PIO presented.

CITIZEN REQUESTS AND PETITIONS

Luke Gibson spoke regarding Memorial Hall

Jill Halbach spoke regarding Memorial Hall

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-284

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

COUNCIL BILL NO. 2024-284

Mr. DeTar introduced Council Bill No. 2024-284- AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District C-1 PD (Neighborhood Commercial – Planned Development) property as described below and located at 2517 E 20th St. Motion by Mr. DeTar second by Mr. Copple that Council Bill No. 2024-284 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-285

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

COUNCIL BILL NO. 2024-285

Mr. Lawson introduced Council Bill No. 2024-285- AN ORDINANCE providing to vacate a utility easement, lying on property described as 1403 E Valley St, City of Joplin, Jasper County, Missouri. Requested by Ledford Construction. (Planning and Zoning Commission recommend approval). Motion by Mr. Lawson second by Mr. Copple that Council Bill No. 2024-285be placed on First Reading and passed. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-287
Mayor Cortez opened the Public Hearing
Chris Parker spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2024-287
Mr. Copple introduced Council Bill No. 2024-287- AN ORDINANCE providing to vacate a sewer easement, lying on property described as 2128 S Maiden Ln, City of Joplin, Jasper County, Missouri. Requested by KC DT LLC. (Planning and Zoning Commission recommends approval). Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2024-287 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

PUBLIC HEARING FOR RESOLUTION NO. 2024-016
Mayor Cortez opened the Public Hearing
Chun Curtiss, Thomas Curtiss, Sara Lewis, Dorothy Volks, Dennis Burleson spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

Protest occurrence of 15.3786%

RESOLUTION NO. 2024-016
Mr. Copple introduced Resolution No. 2024-016- A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Home Beauty Salon, located at 2805 N Highland Ave, City of Joplin, Jasper County, Missouri. Requested by Chun Curtiss. (Planning and Zoning recommends approval). Motion by Mr. Copple, second by Mr. Lawson to amend the hours of operation to include Saturday. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

Motion by Mr. Copple, second by Mr. Lawson that amended Resolution No. 2024-016 be approved. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

CONSENT AGENDA
Motion by Mr. DeTar, second by Mr. Bard to approve the Consent Agenda. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

Minutes of the October 21, 2024, City Council Meeting

COUNCIL BILL NO. 2024-004 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Vita Nova Village, for the sale of one parcel located at 1201 S. Byers Avenue, Joplin, Missouri, and authorizing the City Manager to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2024-155.**

COUNCIL BILL NO. 2024-137 - AN ORDINANCE approving the issuance of a Purchase Order to Brentwood Industries, Inc., in the amount of Four Million Four Hundred Ninety Thousand Eight Hundred Seventy-Four and 00/100 DOLLARS ($4,490,874.00) for the purchase, delivery and installation oversight of Trickling Filter Media for (2) West Towers and (2) East Towers at Turkey Creek Wastewater Treatment Facility; and, setting a date when this ordinance shall become effective. **Ordinance No. 2024-156.**

COUNCIL BILL NO. 2024-517 - AN ORDINANCE authorizing the City of Joplin to enter into an Economic Development Services Agreement with the Joplin Regional Alliance for Healthcare and Health Science (JRAH) for the purpose of fostering healthcare and health-related business growth and economic development; and, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri. **Ordinance No. 2024-157.**

COUNCIL BILL NO. 2024-623 - AN ORDINANCE authorizing the City of Joplin, Missouri, to enter into a Purchase Order with Minuteman Press, a Missouri Corporation of Chesterfield, Missouri, for printing the 2024 Joplin History Guide in the amount of Eighteen Thousand Two Hundred and Ninety dollars ($18,290.00) and authorizing the City Manager or his designee to execute the same on behalf of the City of Joplin. **Ordinance No. 2024-158.**

COUNCIL BILL NO. 2024-625 - AN ORDINANCE approving a Contract by and between the City of Joplin and Satterlee Plumbing, Heating and Air Conditioning, in the amount of Four Hundred and Thirty-Nine Thousand Three Hundred Five Dollars and No Cents ($439,305.00) for the Joplin Historical and Mineral Museum HVAC upgrades; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin. **Ordinance No. 2024-159.**

RESOLUTIONS

RESOLUTION NO. 2024-017

Mr. DeTar introduced Resolution No. 2024-017 -A RESOLUTION authorizing the submittal of application for 2024 Historic Preservation Fund grant from the Missouri Department of Natural Resources. Motion by Mr. DeTar, second by Mr. Jackson that Resolution No. 2024-017 be approved. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

RESOLUTION NO. 2024-019

Mr. Copple introduced Resolution No. 2024-019- A RESOLUTION authorizing the AMENDING of two One Year Action Plans with the U.S. Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Program (Entitlement) and the Joplin Consortium HOME Investment Partnership Program for program years 2021 & 2022; and authorizing the City Manager to execute said Plans for and on behalf of the City of Joplin. Motion by Mr. Copple, second by Mr. Lawson that Resolution No. 2024-019 be approved. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

RESOLUTION NO. 2024-020

Mr. Lawson introduced Resolution No. 2024-020 - A RESOLUTION approving a request for the reappointment of two members of the Board of Directors for the 32nd Street Place Community Improvement District. Motion by Mr. Lawson, second by Mr. Jackson that Resolution No. 2024-020 be approved. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

RESOLUTION NO. 2024-021

Mr. Lawson introduced Resolution No. 2024-021 - A RESOLUTION approving a request for the appointment of two members of the Board of Directors of the Northpark Lane Community Improvement District. Motion by Mr. Lawson, second by Mr. Copple that Resolution No. 2024-021 be approved. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-519

Mr. Bard introduced Council Bill No, 2024-519 - 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. Motion by Mr. Bard, second by Mr. Copple, that Council Bill No. 2024-519 be passed on an emergency basis. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-160.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2024-149

Dr. Farnham introduced Council Bill No. 2024-149 - AN ORDINANCE approving an agreement with Jeff Asbell Excavating & Trucking Inc. in the amount of Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18) for Cox Avenue Stormwater Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Dr. Farnham, second by Mr. Bard that Council Bill No. 2024-149 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2024-149.

COUNCIL BILL NO. 2024-150

Mr. Jackson introduced Council Bill No. 2024-150 - AN ORDINANCE approving a consultation agreement with TransPro Consulting LLC. in the not to exceed amount of Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859.52) to provide evaluation, planning and implementation services and the feasibility of a regional transportation authority for the City of Joplin Transit system. and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. Jackson, second by Dr. Farnham that Council Bill No. 2024-150 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2024-150.

COUNCIL BILL NO. 2024-516

Mr. Copple introduced Council Bill No. 2024-516 - AN ORDINANCE amending Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A as adopted by Ordinance No. 2022-119 of the City of Joplin and enacting in lieu thereof an amended Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A; and, enacting Section 94-100, Application Fees, Article V, Permits and Fees, of Chapter 94, Planning, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Copple, second by Mr. Lawson that Council Bill No. 2024-516 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2024-516.

COUNCIL BILL NO. 2024-624

Mr. DeTar introduced Council Bill No. 2024-624 - 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 2024-2025 as adopted by Council Bill 2024-514 on October 21, 2024; and establishing a date when it shall become effective. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2024-624 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2024-624.

COUNCIL BILL NO. 2024-626

Mr. Copple introduced Council Bill No. 2024-626 - AN ORDINANCE approving an agreement by and between the City of Joplin and Central Square Technologies, LLC., for the addition of an Enterprise Asset Management System, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this ordinance shall become effective. Motion by Mr. Copple, second by Mr. Jackson that Council Bill No. 2024-626 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2024-626.

COUNCIL BILL NO. 2024-627

Mr. Shaw introduced Council Bill No. 2024-627 - AN ORDINANCE approving a Contract by and between the City of Joplin and Garver, LLC., in the amount of One Hundred and Forty-Nine Thousand Four Hundred and Eighty-One Dollars and No Cents ($149,481.00) for the engineering/architectural design, plans, specifications, and pre-construction administration services for a new Veteran's Memorial Park and/or an American Legion Facility; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin. Motion by Mr. Shaw, second by Mr. DeTar that Council Bill No. 2024-627 be **tabled**. Voting in favor were Council Members: Copple, Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was tabled.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Mr. Copple would like to see tree drop off extended and for the city to acknowledge the street name change of Broadway to Langston Hughes Broadway that was done in 1972 and fix the signs accordingly.

The meeting was adjourned at 9:36 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-149 Construction Agreement between City of Joplin and Jeff Asbell Excavating & Trucking Inc. for Cox Avenue Stormwater Improvements.

MEETING DATE
November 4th, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024–149 Ordinance, Bid Summary, Construction Agreement, Location Map.

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Jeff Asbell Excavating & Trucking Inc. in the amount of Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18), for construction of the Cox Avenue Stormwater Improvements.

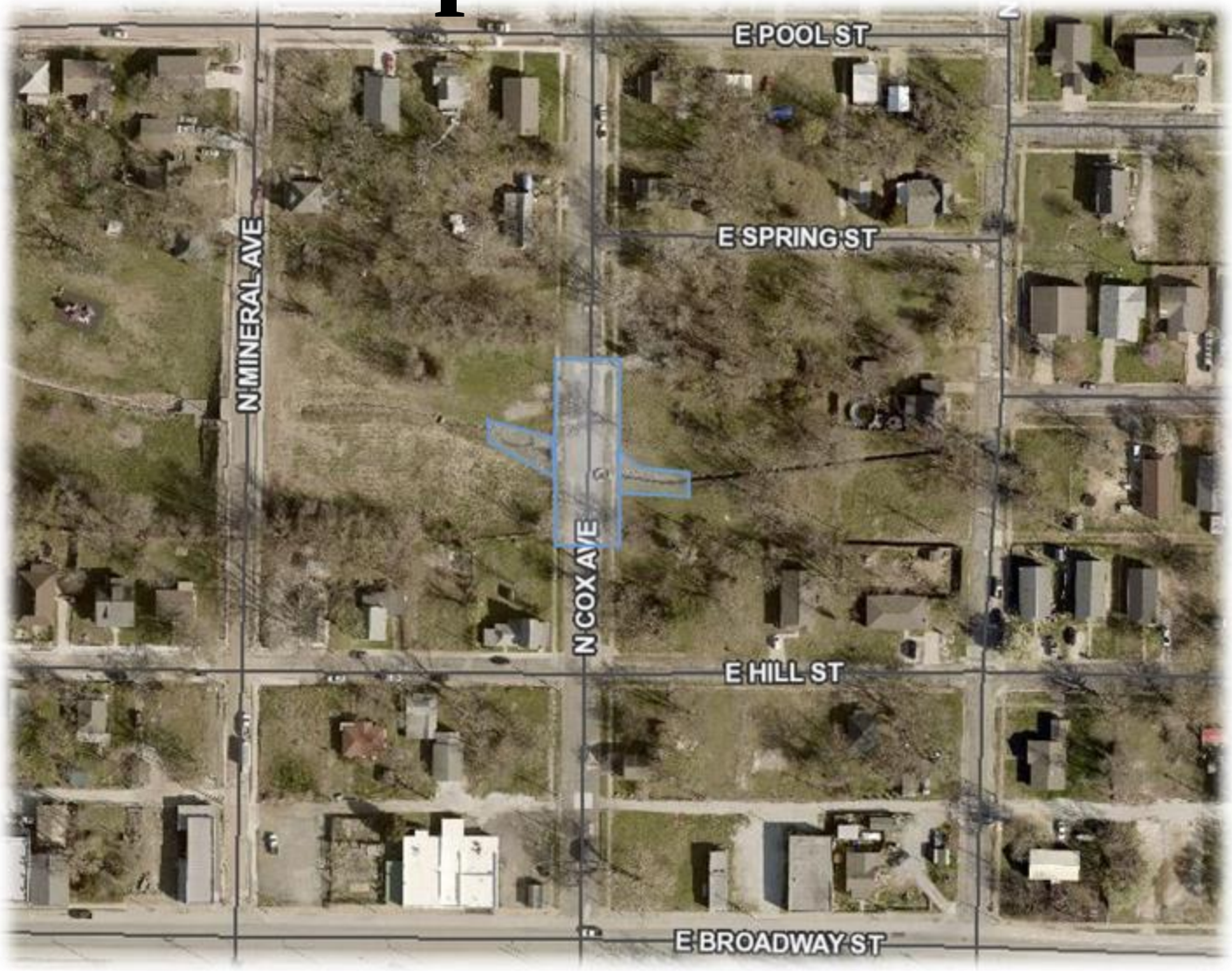
BACKGROUND
In April 2022, City Council authorized the filing of a One Year Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant (CDBG) Program and Home Investment Partnership (HOME) Program for fiscal year 2022. Part of the Action Plan was infrastructure improvements to the East Town Area which included the drainage way and box culvert system near 200 N. Cox Avenue.
This project is an in-house design project. Staff followed the City's procurement policy for advertising of said project, and bids were opened on October 8th, 2024. Jeff Asbell Excavating & Trucking Inc. was the low bidder on the project. The bid was lower than the Engineer's Estimate.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Infrastructure Fund and is being partially funded through the Housing and Urban Development and the Community Development Block Grant Programs.

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

Engineer's Estimate	ATS	Sprouls (SCI)	Asbell	D&E
$ 489,135.00	$ 445,272.50	$ 507,045.00	$ 434,393.18	$ 438,457.00

Cox Avenue Stormwater Improvements



Key
: Project Area

Quick Facts

- Improvement to existing channel by installation of 9' x 3' Box Culvert.
- Existing road deteriorated due to existing box culvert structural failure.
- Localized sidewalk, curb, and gutter improvements are part of the project.
- ADA Ramps are being integrated into new C&G.

AGREEMENT

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801** Attention: Kaleb Roberts		Name: Jeff Asbell Excavating & Trucking Inc. Address: 9400 St. Hwy 171 Carl Junction, MO 64834 Attention: Jacob Asbell	
Department: Public Works/Engineering		Phone: 417-649-1269	Fax: 417-649-1900
Phone: (417) 624-0820 ext.: 1520	Fax: (417) 624-4620	2024-149 COX AVENUE STORMWATER IMPROVEMENTS	

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

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

2024-149 COX AVENUE STORMWATER IMPROVEMENTS

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 90 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. The Contractor shall be required to pay their laborers and mechanics no less than the more stringent of either that required by the Department of Labor and Industrial Relations of the State of Missouri, or the Department of Labor as defined in the Davis-Bacon Act.

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

b. Davis Bacon: The Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), requires that all contractors and subcontractors performing on federal contracts (and contractors or subcontractors performing on federally assisted contracts under the related Acts) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's Davis-Bacon wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. Davis-Bacon labor standards clauses must be included in covered contracts. Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates if they are in a training program certified by the Department. Contractors and subcontractors on prime contracts in excess of $100,000 are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over 40 worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.

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

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

6. Contractor's Responsibility for Subcontractors.

a. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs.
b. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract.
c. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
d. Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
e. Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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

8. Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Changes. Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

10. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

11. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, Contractor (or surety) shall be liable to the City in the amount of $500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

12. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

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

14. Termination for Convenience of City. The City shall have the right at any time by providing at least ten (10) days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

16. Energy Efficiency. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

17. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a

breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

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

c. Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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

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

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

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

h. Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed, and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

18. Copyright. No materials, to include but not limited to reports, maps, or documents produced because of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced because of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18) dollars, said amount being subject to any approved addenda or change order.

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

23. Flood Disaster Protection: This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L.93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain,

during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

24. Environmental Compliance (24 CFR 85.36(i)(12)): Contractor must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

c) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

d) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

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

a. Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above-described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

27. Anti-Lobbying: Contractor shall ensure that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

a. Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.
b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

28. Anti-Kickback Back Rules. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

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

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

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

c. No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

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

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

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

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

32. Statement that Project Federally Funded: It is understood that this contract is funded in whole or in part with CDBG-DR funds through the City of Joplin Community Development Block Grant Program as administered by COMMERCE and is subject to those regulations and restrictions normally associated with federally funded programs and any other requirements that the state may prescribe.

33. Records and Audits. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for five years after the expiration of this Contract. The City of Joplin, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

a. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

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

35. Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

b) Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

c) Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f) Contractor shall ensure that the hours of minority and female employment and training must be substantially uniform throughout the length of the contract and throughout each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hour performed.

g) In the event of the Contractor's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order 11246 of

September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City of Joplin, the Contractor may request the United States Government to enter into such litigation to protect the interests of the United States.

36. Women and Minority Business: Contractor will use its best efforts to afford small businesses, minority business enterprises, women's business enterprises (including Section 3 businesses) and veteran –owned businesses the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub recipient and/or borrower may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation. The contractor must demonstrate to the City of Joplin's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the City of Joplin contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

a) Evidence of a "good faith effort" includes, but is not limited to:
b) Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development,
c) Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
d) Contractor shall actively solicit and shall provide the City of Joplin with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.

37. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

38. Section 3 of the Housing and Urban Development Act of 1968

a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work, in connection with the project, be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
b) The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
c) The consultant will send to each labor organization or representative of workers, if applicable, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous place available to employees and applicants for employment or training.
d) Consultant will include this Section 3 clause in every subcontract for work, if applicable, in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to

comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, and its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. Section 109(a) of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, shall also apply to any such program or activity.

40. Section 110 of the Housing and Community Development Act of 1974

a) All laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a--276a-5): Provided, That this section shall apply to the rehabilitation of residential property only if such property contains not less than 8 units. The Secretary of Labor shall have, with respect to such labor standards, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267) and section 276c of title 40.

b) Subsection (a) of this section shall not apply to any individual that--
   i. performs services for which the individual volunteered;
   ii. does not receive compensation for such services; or
   iii. is paid expenses, reasonable benefits, or a nominal fee for such services; and
   iv. is not otherwise employed at any time in the construction work.

41. Affirmative Action for Handicapped Workers (Section 503 of the Rehabilitation Act of 1973 (USC793))

a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices, such as employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

b) Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of the applicants and employees.

e) Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such

provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

42. Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

43. Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

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

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

46. Conflict of Interest.

a) No member of the governing body of the City and no other officer, employee, agent of the City and no other public official of the locality while employed or for one year thereafter, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

b) No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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

48. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts and subcontracts over $10,000)

a) By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for

employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

c) He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except here proposed subcontractors have submitted identical certifications for specific time periods).

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

a) If Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

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

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

52. **Inspection.** The authorized representative and agents of the City of Joplin and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

53. Reporting Requirements. Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

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

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

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

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

a. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

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

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

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

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

CONTRACTOR

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, herein.

By: _____

Printed Name: _____

Title: _____

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

By: _____

Daniel Johnson, Public Works Director

_____

Peter Edwards, City Attorney

COMMUNITY DEVELOPMENT

Troy Bolander, Planning & Community Development Director

By: _____

fCOUNCIL BILL NO. 2024-149 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Jeff Asbell Excavating & Trucking Inc. in the amount of Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18) for Cox Avenue Stormwater Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said agreement by and between the City of Joplin and Jeff Asbell Excavating & Trucking Inc. in the amount of Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18) for Cox Avenue Stormwater Improvements on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the contractors shall be paid from the Infrastructure Fund and is being partially funded through the Housing and Urban Development (HUD) and the Community Development Block Grant (CDBG) Programs.

Section 4. That this Council Bill shall have an effective date of November 19, 2024.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL 2024-149

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Infrastructure Fund to pay the amounts called for through this agreement.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-150 authorizing and approving an Agreement between the City of Joplin, and TransPro Consulting LLC to provide services to research the requirements and planning and implementation steps for the development of a regional transportation-type authority under the Areas of Persistent Poverty (AoPP) Transit Grant.

MEETING DATE
November 4, 2024

ORIGINATING DEPARTMENT
Public Works – Transit Operations

ATTACHMENTS
Council Bill No. 2024-150; RFP, RFP Response. Evaluation Scoring; Consulting Agreement

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into a consultant contract with TransPro Consulting LLC for consulting services in the amount of Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859,52) to provide evaluation, planning and implementation services and the feasibility of a regional transportation authority for the City of Joplin Transit system.

BACKGROUND
The Federal Transit Administration (FTA) awarded AoPP grants for planning, engineering, and technical studies or financial plans to improve transit in Census-defined low-income areas. The scope of this study will define methods of how the Joplin transit system can financially support the expansion of its transit system to areas of need to include a regional transportation authority. On September 6, 2024, the City of Joplin issued a Request for Proposals (RFP) for consultants to provide professional planning services for the City of Joplin Transit Program. Two proposals were received for review on October 7, 2024. Proposals were assessed by a team of four members independently. Proposals were evaluated and TransPro was selected with the best and most comprehensive analysis and benchmark timeline.

FUNDING SOURCE
This program is funded through a Federal Transit Authority matching grant of $400,000 and the City's cost-share is $100,000.

RECOMMENDATION
City Staff recommends adoption of this council bill at First Reading.

AREAS OF PERSISTANT POVERTY (AoPP) PROGRAM FUNDED BY THE FEDERAL TRANSIT AUTHORITY (FTA)

Request for Proposals
for
Planning Services of the Joplin Transit Program

Request for Proposal #2024-RFP-11

Issued on: September 6, 2024

Proposal Responses Due: October 7, 2024

City of Joplin – City Hall

Attention: Jeremy Hagerman, Assistant Public Works Director

Public Works - Transit

jhagerma@joplinmo.org

602 S Main Street, Joplin, MO 64801

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Section I
Executive Summary

Invitation
Written proposals subject to the conditions herein stated and attached hereto, will be received at:

602 S. Main, Joplin, MO 64801, 4th Floor
October 7, 2024 by 2:00 p.m. Central Time

For providing the services as described below for the City of Joplin (The City).

Background
The U.S. Department of Transportation's Federal Transit Administration (FTA) awarded grants to help marginalized communities across the country. Approximately $16.2 million will fund 40 projects in 32 states and two territories through FTA's Areas of Persistent Poverty (AoPP) program.

FTA grants the awards on a competitive basis to state and local governments, transit agencies, and nonprofit organizations to create better transit for residents who have limited or no transportation options. The program supports the Biden-Harris Administration's Justice40 initiative and general goals of advancing racial equity and improving public health and the environment through transportation planning that results in new or better transit service.

AoPP grants were awarded for planning, engineering, and technical studies or financial plans to improve transit in Census-defined low-income areas. The program also supports coordinated human service transportation planning to improve transit service or provide new services, including paratransit. The City of Joplin, Missouri will receive funding to study feasible options that will promote more ridership in areas considered historically disadvantaged communities or designated as areas of persistent poverty. Specifically, the plan will define methods of how the transit system can financially support the expansion of its transit system to areas where there is a need for more affordable access to employment, education, healthcare and public services.

Purpose
The purpose of this RFP is to select a firm that will be a partner in a planning and implementation effort for the transit program. The City of Joplin is hereby requesting written proposals to provide planning and implementation services for the approved project described above. It is anticipated that the timeline for these services will be twelve (12) months. Firms must be collaborative and willing to take direction from City staff. The winning firm will ensure full compliance with required regulations pursuant to FTA regulations. For more information on evaluation criteria, please refer to section four, Evaluation.

Bidding firms must have a thorough understanding of Federal Transit Administration Programs, related Missouri state statute and legislative processes, with additional experience preferred in federal compliance and other regulations, as well as all cross-cutting regulations required in other relatable programs.

The City seeks to promote and ensure the fairest, most efficient means to obtain the benefits of the most qualified, responsive, and responsible proposal.

Section II

General Instructions

Point of Contact
The City designates the following person as its representative and Point-of-Contact for this RFP:

Joplin City Hall
Jeremy Hagerman
602 S. Main Street, 4th Floor
Joplin, Missouri, 64801 jhagerma@joplinmo.org

Respondents shall restrict all contact with the City and direct all questions in writing regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

Timeline of Proposal (Anticipated, but is subject to change)

RFP Released by the City	September 6, 2024
Deadline for Final Questions	September 20, 2024
City Responses to Submitted Questions	September 27, 2023
Proposal Submission Deadline	October 7, 2024 by 2:00pm (CST)
Interviews as needed	October 14, 2024
Contract Finalization	Week of October 28, 2024
Council Meeting to Award Contract	November 18, 2024

Brevity
Qualifications shall be prepared simply, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Excessive information will not be considered favorably.

Addenda and Revisions
All questions and inquiries must be submitted to the City Point of Contact, Jeremy Hagerman, Public Works Assistant Director of Engineering, jhagerma@joplinmo.org by September 20, 2024.

Questions should be asked in consecutive order following the organization of the RFP. Each question should begin by referencing the RFP page number, section title, and question number (if applicable) to which it relates.

One comprehensive response to all submitted questions will be publicly released as an addendum to the RFP and distributed to firms that submitted questions, inquiries, or clarifications.

All such addenda issued by the City shall be issued before the proposals are due as part of the RFP, and all Respondents shall acknowledge receipt of and incorporate the addenda in its Responses.

Respondents shall consider only those clarifications and interpretations that the City issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the City and should not be relied upon in preparing its Responses.

Any additional information, including addenda will be posted on the city website at http://joplinmo.org/index.aspx in the left-hand column under Bids/Projects. Respondents may check the website regularly, sign up to receive notifications, or reach out to the point of contact and request to be added to the addenda distribution list.

Submission Requirements

Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions. Incomplete qualifications will be considered non-responsive and subject to rejection. It is not necessary to repeat the question or statement in the Responses; however, it is essential to reference the page number and question number.

The Respondent shall submit:

1. One (1) original with (6) identical copies of the Response in print
   a. Response shall be a maximum of twenty (20) printed pages
   b. The cover, table of contents, divider sheets, resume/CVs, and Submission Form do not count as printed pages
   c. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted below;
   d. The package must clearly identify the submittal deadline and that the response is for the Planning Services of the Joplin Transit Program Request for Proposal #2024-RFP-11
   e. No 3-ring binders please
2. One (1) PDF copy provided on USB drive
3. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM"
4. No electronic submissions will be accepted

Hard copy packets must be submitted to:

Joplin City Hall Public Works
4th Floor, Attn: Jeremy Hagerman
602 S. Main Street
Joplin, MO 64801
8:00am-5:00pm Monday – Friday and no later than bid close date and time

Deadline for Submission of Interest
The Respondent will submit its Responses at the location above by the time described below:

2:00 PM Monday
October 7, 2024

RFPs received after this time and date will not be considered.

Properly submitted Reponses by the Respondents will not be returned. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

AREAS OF PERSISTANT POVERTY (AoPP) PROGRAM FUNDED BY THE FEDERAL TRANSIT AUTHORITY (FTA)

Section III
Project Scope

General Statement
The City of Joplin requests proposals from qualified organizations for planning services of the Joplin Transit Program. The firm shall work with the City of Joplin to plan the Program outlined in the executive summary and the Scope elements below to conduct a planning process to determine the feasibility of a transportation authority.

The City expects the winning respondent to periodically work on-site for key implementation duties as the project requires frequent interactions with beneficiaries, community organizations, surrounding potential participating communities, and the general public.

The outline below is inclusive, but not necessarily an exhaustive list of required activities.

The City reserves the right to seek clarification on any or all proposal submittals.

Scope of Services

Program Design
- Review the City of Joplin's transit program and structure.
- Review the Ten-Year Transit Master Plan developed in 2021.
- Review, revise, or create program management document templates, as needed.
- Review Missouri communities that may have similar types of Metropolitan Transportation Authority Districts or other financially sustainable transit systems.

Program Planning
- Research best practices for transit authority programs, processes, and tools for organizing, operating, and managing a transit program under a Missouri Transportation Authority District.
- Develop a feasibility assessment that includes interest in participation, ability to fund and/or contribute towards the authority's operations, and proposed governance structure.
- Assessment should include proposed by-laws, district boundaries, an established level of service and a 5-year implementation budget.
- Provide a program outline of steps required to establish a regional transportation-type authority; include any legislative approvals and steps and metropolitan community partnerships.
- Identify sustainable revenue structures for consideration to support improvements and ongoing operations of the recommended transit structure
- Work directly with assigned staff tasked to manage program planning activities.
- Assist assigned staff in developing a community outreach and communication plan, ensuring planning information reaches those impacted individuals, community organizations, program beneficiaries, and other stakeholders.
- Deliverables
    - Bi-weekly reporting of Planning activities for the Transit Program Grant
    - Provide a recommended transit structure program to meet outlined objectives,

- Outline implementation assistance of approved recommendations.
- Interim Report at three quarters completion and Final Report at completion; includes 15 bound final reports and a digital PDF, and in person PowerPoint presentation of final recommendations to Joplin City Council.

Timeliness

- Complete the scope of services within the approved timeline, which is anticipated to cover up to twelve (12) months from start dates.

Compliance/Reporting

- Assist with required information for reporting to State and Federal granting agencies.

Meetings

- Coordinate and attend meetings in conjunction with and/or on behalf of the City of Joplin.
  - Kick-off, project status, program status, stakeholder meetings, public information gathering forums, city council and/or related boards and commission meetings.

Technical Assistance

- Coordinate or provide support in any technical assistance needed with City and FTA, as needed.

Closeout

- Provide all documentation required for any program closeout.
- Other support related to the Transit Program as required by the City.

Section IV
Evaluation

Qualifications of Respondents
For consideration, proposals must contain evidence of experience and abilities in the specified area and other disciplines directly related to the proposed services included elsewhere in this solicitation.

Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs as it relates to the administration of the Sustainable Transit Structure Plan and Implementation of developed Plan.

The Respondent may be required before the award of any contract to show to the complete satisfaction of the City that it has the necessary facilities, ability, programmatic understanding, staffing, and financial resources to provide the services specified herein in a satisfactory manner.

The Respondent may also be required to give a past complete history and additional references in order to satisfy the City in regard to the Respondent's qualifications.

The City may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to the City all information for this purpose in a timely manner.

The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Respondent fails to satisfy the City that the Respondent is properly qualified to carry out the obligations of the contract and to complete the work described therein.

Scoring of Proposals
Scoring will emphasize related experience, management, organization, availability of key staff, skill, financial, and other necessary resources to perform the work or provide the services required in timely manner.

Company Profile: (10 Points)
Respondents must provide a listing of all personnel who will be assigned to this project. If the Respondent will need to hire additional staff to satisfy this engagement, please briefly elaborate with a tentative plan of action.

Please include an explanation of each person's area of responsibility, years of related experience, geographic location, and the resume or CV for each professional assigned to this project. Please attach an organizational chart to include any associated decision-makers that will or may have a role in the proposal or project management process.

Experience: (25 Points)
Respondent must provide three (3) examples of directly relatable experience corresponding to the services requested by the City. Please include the name, title, address, telephone number, and email for each client contact. Examples proving the ability to coordinate multiple projects should be included and will be considered in the scoring. Scoring will also emphasize the firm's experience and results related to similar type projects.

Approach Strategy: (25 Points)
Please describe in detail the proposed methodology for this project. Scoring will emphasize the project approach, proven implementation, and/or management strategies by the team, including community and stakeholder engagement.

References: (10 Points)
Please include at least three references for similar type projects. Scoring will emphasize quality of references as well as the quality of performance of previous contracts or services.

Cost Proposal: (30 Points)
Please provide a cost proposal to accomplish the scope of work set forth in this request for proposals

Selection
The evaluation of the Responses shall be based on the requirements described in this RFP. A selection committee made up of qualified City staff shall review, evaluate, and rank all properly submitted responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work.

The City will reserve the right to include an interview with the Respondent if the City deems it necessary to aid in the ranking process. If needed, the City will contact those Respondents with the top ranked proposals, and each will be **required** to meet with the selection team where the proposals will be reviewed in depth.

After the selection process, the Selection Committee will contact the Respondent that best meets the City's needs and finalize a contract to present to City Council for approval. Final authority of the final selection ultimately lies with the Joplin City Council regardless of the selection committee.

Section V

General Information and Requirements

Minimum Effective Period of Proposal
All proposals are required to remain in effect for at least 90 days from the date submitted to the City for review. This should be taken into account during budget preparations.

Public Information
All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

MBE/WBE
Please state how your firm or any potential sub-contractors participate in the Minority and Women Business Enterprise Initiative (MBE/WBE).

Type of Contract
The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract(s) resulting from this effort will be negotiated at the sole discretion of City of Joplin, and/or their agents.

No Lobbying
Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision-making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager and City staff of the City of Joplin, and others who may be engaged in the process or grant program.

Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP evaluation or decision-making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

City's Reservation of Rights
The City may evaluate the Responses based on the anticipated completion of all or any portion of the Project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology
By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm(s) will require subjective judgments by the City.

No Reimbursement for Costs
The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses.

Reference Checks
Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigation may be conducted as a part of the due-diligence process.

Nonconforming Terms and Conditions
A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Respondent to withdraw nonconforming terms and conditions from its proposal prior to a determination by The City of non-responsiveness based on the submission of nonconforming terms and conditions.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option. Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

Debarment
By submitting a proposal, the Respondent certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government. Respondents must be registered at SAM.GOV to be eligible.

Stylistic Considerations
The City's official font is Tahoma. The official color palette is RGB: Regal Blue 18 58 84, Blue Lagoon 0 91 130, Storm Dust 95 95 93, Wasabi, 131 162 38, Buttered Rum 209 177 14, Rust 191 80 11.

Rejection
The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the waive any formalities or minor technical inconsistencies or delete any item/requirements from this RFP when deemed to be in City's best interest.

THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION

#2024-RFP-11

Company _____

Address _____

Contact Person _____

Telephone Number _____

Email _____

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this ____day of _____.

BY:

Signature Date:_____

Name (Printed): _____

Title: _____

Signature: _____

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as "City," and _____, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional Consultant to provide services as described in City's Request for Proposals for Planning Services of the Joplin Transit Program #2024-RFP-11, Areas of Persistent Poverty (AoPP) Program Funded by the Federal Transit Authority (FTA), attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional services pursuant to the terms of this agreement, as described in Consultant's Bid Proposal Summary, 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 as described in the Formal Bid Tabulation Form; attached hereto and incorporated by reference as Exhibit C.

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

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the scope of services, duties and responsibilities described in Exhibits A and B within the time specified therein.

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 _____($_____).

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.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Consultant shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri _____
ATTN: LEGAL, Peter Edwards _____
602 S. Main St. _____
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.

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

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

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

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI _____

_____ _____

Nick Edwards, City Manager By:

ATTEST:_____Holly Nagy, City Clerk

Federal Professional Services/A&E Contract Clauses
Contracts $100,000 or greater

Debarment, Suspension, Ineligibility and Voluntary Exclusion- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award
B. Suspended from participation in any federally assisted Award
C. Proposed for debarment from participation in any federally assisted Award
D. Declared ineligible to participate in any federally assisted Award
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in any federally assisted Award.

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Fraud and False or Fraudulent Statements or Related Acts- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the

Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity

The City of Joplin is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination in Federal Public Transportation Programs- In accordance with Federal transit law 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA

may issue.

Age-In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634,U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities-In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.

No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to

complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:
   (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and
   (B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the event of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Privacy Act:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

Disadvantaged Business Enterprises (DBEs):-The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.

Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor also agrees to include these requirements, the contract clauses listed in Exhibit C, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized Official

_____Date

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized

Official Date_____

TransPro
Driving Excellence

PLANNING SERVICES OF THE JOPLIN TRANSIT PROGRAM

#2024-RFP-11



JOPLIN
MISSOURI

Prepared and Submitted By :

TRANSPRO CONSULTING

October 7, 2024

Photos courtesy of visitjoplinmo.com

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Letter of Interest

October 4, 2024

Jeremy Hagerman
Assistant Public Works Director, Public Works - Transit
602 S. Main Street
Joplin, MO 64801

Dear Mr. Hagerman,

TransPro Consulting is pleased to submit our qualifications in response to RFP 2024-RFP-11 Planning Services of the Joplin Transit Program. As a national thought leader in public transportation transformation and efficiency, TransPro offers Joplin a partner with local knowledge and experience with Missouri transportation authorities and national perspectives in sustainable public transit finance and efficiency.

The TransPro team is the right partner for Joplin's transit journey for three reasons:

We create Actionable Plans: We deliver real experience navigating the complexities of transit funding and transportation authorities in Missouri with experts like David Johnson, who has spent years delivering expanded transit funding in the Kansas City region through regional funding pursuits and creating new transit authorities to fund and operate the successful streetcar system.

We know Missouri: The TransPro team are trusted advisors to transportation authorities in Missouri. Lathrop GPM has advised the Kansas City Area Transportation Authority on governance and funding questions for decades, including the development of legislative strategies for dealing with a General Assembly that can be seen as hostile to cities seeking new revenue sources.

We know Joplin: The TransPro team has deep roots in the area – TranSystems has successfully delivered many Joplin projects – including the Joplin Transit System Analysis (2021) and the Active Transportation Assessment (2020) and Project Manager David Johnson resides part-time in nearby Coffeyville, Kansas.

Please feel free to use me as the point of contact throughout this solicitation. As the Managing Principal of TransPro Consulting LLC, I am authorized to submit this proposal on behalf of our organization. You can contact me at ehren.bingaman@transproconsulting.com or 317-513-8208.

Respectfully submitted,



Ehren T. Bingaman
Managing Principal
TransPro Consulting LLC
11935 Pasco Trails Blvd.
Spring Hill FL 34610

Company Profile

TransPro
Driving Excellence

TransPro specializes in public sector management, efficiency, financial success, transit planning, and strategic planning. Our firm takes its name from our approach in working with public sector executives – to help them *Transform* the organizations they lead and *Produce* breakthrough results for customers, stakeholders, communities and taxpayers.

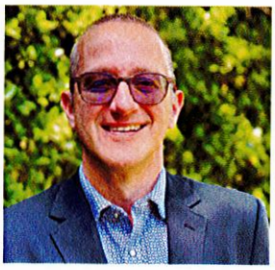
TransPro was founded in 2011 specifically to be the trusted advisor for municipalities and transit organizations who want to transform their culture, work process and management analytics to realize success.

The vision of our firm is to be a thought leader and primary resource in public sector organizational transformation. TransPro has helped management teams achieve double-digit improvements in efficiency and quality by leveraging innovative governance strategies, performance-based management, transit planning, meeting alignment, results analytics, process improvement, customer satisfaction measurement, industry-leading performance measurement systems, organizational design, executive recruitment, and talent development.



Ehren Bingaman, Principal In Charge *Indianapolis, IN*

TransPro Managing Principal Ehren Bingaman will serve as the project's Principal in Charge. Ehren's 23 years of consensus-building facilitation and problem-solving expertise have helped transit agencies across the country develop regional consensus for transformational mobility visions, achieve results through clear definitions of success, and build understanding and alignment among stakeholders in delivering services within limited fiscal resources. Furthermore, Ehren is a resident of Indiana and the former executive director of the Central Indiana Regional Transportation Authority where he worked tirelessly to enable long-term, local option funding for transit in Indianapolis and surrounding counties. One of the architects of the Indy Connect regional transit plan, Ehren has a deep knowledge and understanding of public transportation funding and finance, with significant contributions to crafting language in Indiana Code today.



David Johnson, Project Manager *Kansas City/Southeast Kansas*

David is KCATA's former Vice President of Planning and Strategy and will serve as the Project Manager for this engagement. David brings over 25 years of aggressive public and private sector leadership, as well as decades of transit strategy and advocacy in Missouri. David raised private funds and shepherded multiple special district elections to fund the most recent streetcar expansion in Kansas City, the largest transit

grant in the region's history. A trained and experienced project manager, David will collaborate with the City to create an implementation plan that is actionable and ultimately achievable, all while making sure deliverables are met and milestones are achieved. David splits his time between Kansas City and his hometown of Coffeyville, Kansas. David also serves on the board of the Missouri Public Transit Association and is Chair of the Kansas City Regional Transit Alliance.



Matt Webb, Quality Lead *Lansing, MI*

Matt Webb has managed more than $500 million of federally compliant professional service and capital project procurements during his time working for public transportation agencies. Most recently he managed the procurement contracts while serving as the General Manager of the Regional Transit Authority of Southeast Michigan. Matt also has experience with managing procurement contracts for operations contracts having led the M-1 RAIL four unique procurement packages associated with the $197 million streetcar project in Detroit, Michigan. In this capacity he was responsible for developing RFPs, overseeing the open procurement periods, evaluating proposals received from A/E firms, contractors (which used a Best Value contracting method) and system operators and supporting transition activities with the selected vendors. Matt worked closely with owners of M-1 RAIL, a 501c3 non-profit, and the State of Michigan Department of Transportation to make sure the procurement process was 100% compliant with both FTA and FHWA procurement regulations as funding for the project was being administered by both Federal agencies. Matt also specializes in facilitation and engagement with governing bodies.



Katie Jurenka, Finance Lead *New York City, NY*

Katie Jurenka is a talented research analyst who supports TransPro's many deep-dive analysis projects. Her background includes data management, visualization, and spatial analysis involving numerous urban land use initiatives. She will support work around the peer benchmarking and financial analysis to help our team to deliver data-driven scenarios for a new Joplin Transit Authority. The result of her work improves taxpayer value without sacrificing customer experience. Katie has been instrumental in all of TransPro's financial analysis and revenue projections.



Kellie Melleady, Survey Lead *Philadelphia, PA*

Kellie Melleady is a highly motivated and results-driven professional with extensive experience in customer experience management. Her strong leadership abilities allow her to both inspire and motivate teams to achieve exceptional results. Kellie finds immense joy in working with transit agencies nationwide to improve experiences using real data to drive actionable outcomes. She is skilled in project management and prides herself in her ability to lead cross-functional initiatives and drive

them to successful completion. Kellie will lead the Community Survey work to determine what value the citizens of Joplin place on providing public transit services.

Cherry Communications

For more than 30 years, Cherry Communications has provided live-voice polling, surveying, and public opinion research nationwide. Their survey interviewer team guides citizens, voters, and customers through survey instruments, providing crucial data for governments, businesses, candidates, and non-profit organizations.



Blaine Cherry, **Director of Research**, *Tampa, FL*
For more than 30 years, Cherry Communications has provided live-voice polling, surveying, and public opinion research nationwide. Their survey interviewer team guides citizens, voters, and customers through survey instruments, providing crucial data for governments, businesses, candidates, and non-profit organizations. Blaine and his team have provided Community Value Survey services on the following TransPro survey projects: CDTA - Albany, NY, VIA - San Antonio, TX, Cherriots - Salem, OR, and CATS - Charlotte, NC.

TranSystems

TranSystems, founded in 1966, is a multifaceted, national transportation focused firm that provides planning, engineering, architectural and construction expertise to enhance the overall transportation experience.

Headquartered in Kansas City, Missouri, TranSystems has performed a broad range of services in all sectors of the transportation marketplace. Services are delivered throughout the asset life cycle, from concept to construction to long-term operations, maintenance and rehabilitation. We are able to draw on experts in all types of transportation modes to solve the most difficult and complex infrastructure problems that ultimately provide safe and efficient transportation solutions for all users. Effective August 5, 2024, Gannett Fleming, a leading engineering and infrastructure solutions provider, and TranSystems, a provider of transportation-focused engineering and infrastructure services, completed a strategic merger. Together, Gannett Fleming and TranSystems create a best-in-class organization with a highly skilled workforce of **more than 5,000 employees**. The combination creates a leading industry provider of infrastructure consulting services with deepened capabilities and a broader geographic footprint across North America.



Sarah Frost, AICP, Compliance Lead *Kansas City, MO*

Sarah leads the Kansas City Program Management team and is a transportation and environmental planner with 19 years of experience in transit system analysis, land use planning, site design, transit feasibility analysis, and development. Her primary expertise involves planning studies, including socio-economic analysis for various types of transportation and community development projects such as transit facilities, intermodal facilities, freight plans, transportation master plans, and economic development studies. Sarah is an experienced project manager who has led various planning projects, including the Joplin Transit System Analysis. Sarah utilizes her strong communication skills to ensure that projects meet project sponsor and stakeholder needs. Sarah has a great understanding of traffic impact analysis, including access modification studies and capacity analysis. Her role as Compliance Lead will ensure all deliverables comply with federal, state, and local regulations.



Andrew Parker, AICP, Service Planning Lead *Chicago, IL*

Andrew has nearly 20 years of experience in the transportation and transit planning fields, including extensive expertise in route level planning and scheduling through multiple roles at Chicago Transit Authority (CTA) and Pace Suburban Bus. He has extensive experience using HASTUS (over five years), ARCGIS (over a decade), and the Microsoft Office Suite of programs. He has also developed a transit demand index incorporating employment, demographic information, and density in a way that aids in performing comprehensive operational analyses. Besides his transit planning experience, Andrew has been a principal planner on corridor studies, intercity bus studies, transit asset management plans, and bike and pedestrian facility assessments.

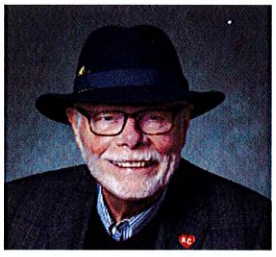


Deanne Winkelman, AICP, Public Engagement Lead *Kansas City, MO*

Deanne is a senior planner and project manager with experience in transportation and land use planning, GIS analysis, and public engagement strategies. With a background in effective communication through both technical writing and informative graphics, she selects the best engagement tools to fit the project outcome and stakeholder needs. Her personable and welcoming attitude ensures that the project team can receive quality input from individuals of all ages and abilities. Her creative thinking and willingness to try new tools also helps ensure that public engagement activities are meaningful, fun, and encourage others to become invested in the process. She has led the public engagement aspects of several planning and design projects ranging from the award-winning Monett Transportation Improvement Plan (small city), the Joplin Area Bicycle & Pedestrian Transportation Plan (regional), and the Central Texas Grade Crossing Study (statewide).

Lathrop GPM

Lathrop GPM serves a client base whose businesses form the backbone of our economy. Our clients run factories, build skylines, cure diseases, create jobs and power our world. And we work alongside them the entire way – immersing ourselves in our clients' organizations and partnering with them to understand the big picture, so we can think past the day-to-day and help our clients anticipate future challenges. From the research lab to the factory floor, from oil fields to skyscrapers – we work as one integrated team to help our clients achieve their most important objectives. Lathrop GPM was formed in 2020 through the combination of two 100+-year firms, both with strong Midwestern cores – Lathrop Gage (established in Kansas City in 1873) and Gray Plant Mooty (established in Minneapolis in 1866). Our nearly 325 attorneys practice in 11 offices nationwide, located from coast to coast – allowing us to quickly respond to clients' needs at the local, state or national levels. Clients are at the heart of everything we do. At Lathrop GPM, we help businesses, organizations, and individuals grow and succeed. Our work helps them seize opportunities, solve problems and dominate market spaces. With deep industry experience in healthcare and life sciences, franchise and distribution, agribusiness, manufacturing, and higher education, our commitment is to long-term relationships, not just transactions.



Jerry Riffel, Governance Lead *Kansas City, MO*

Jerry has a strong background working with transportation authorities and related agencies. For example, Kansas City Area Transportation Authority ("KCATA"), a bi-state agency charged with serving the transportation and development needs of the Kansas City region, is a longtime client of Lathrop GPM. Jerry has represented the KCATA on a wide variety of contract, sovereign immunity, governance, policy, legislative and inter-governmental issues that require specialty legal expertise and a broad knowledge of the governmental process in the region and in Kansas and Missouri. Jerry has partnered with KCATA staff on creating a policy and legal framework for transportation-oriented development and the traditional areas of legal services. Jerry has also grown with the KCATA during the 21st Century by providing a range of legal services that began with a bus company and is now becoming a regional force in transit with many components including Zero Fare Transit, flexible modes and routes, and the creation of transportation-oriented development.



Paul Lewis, Associate *Kansas City, MO*

Paul Lewis, a real estate lawyer who represents major corporations and individuals, is a partner in Lathrop GPM's Business Transactions group. He provides crucial advice on complicated real estate transactions, especially work emanating from mergers and acquisitions and municipal

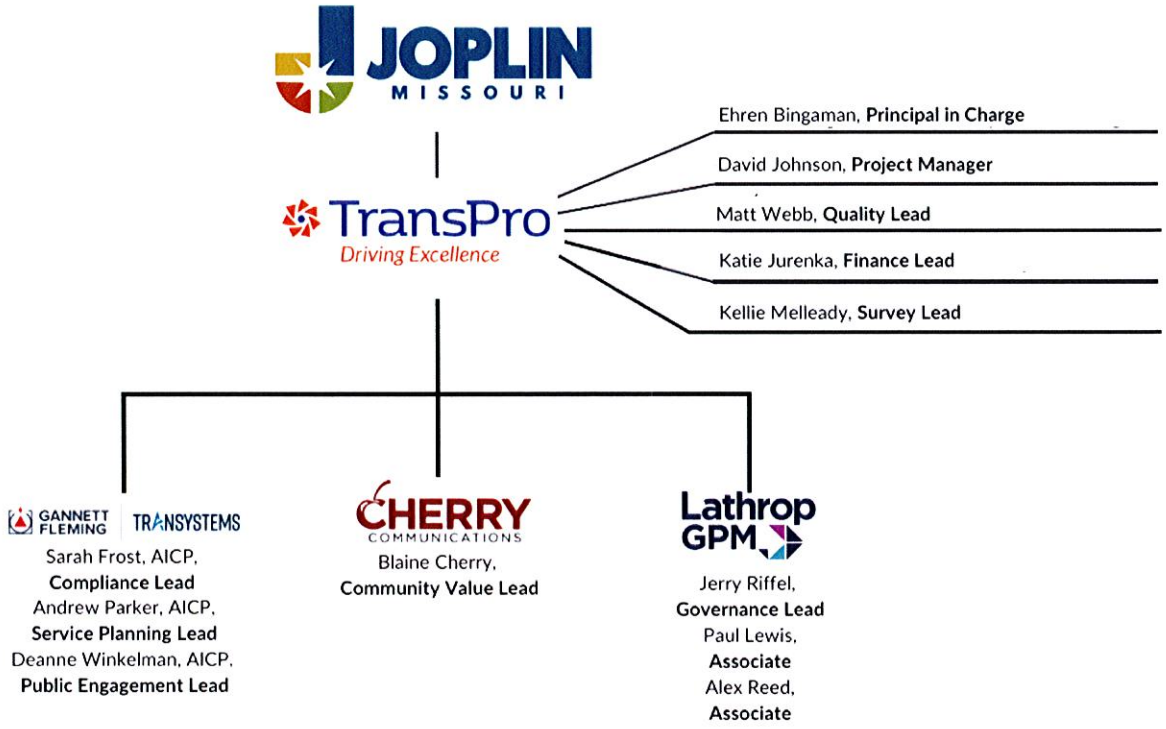
real estate work. Paul helps clients navigate the intricate world of corporate real estate transactions. He offers thoughtful legal counsel that can help clients to avoid costly missteps and preempt legal issues before they arise. When drafting or reviewing deals, Paul works to ensure that transactions adhere to regulatory compliance and are negotiate on favorable terms. He also collaborates with other Lathrop GPM counsel on tax and other legal implications. Paul plays a pivotal role in mitigating risks, safeguarding corporate interests and promoting a smooth, successful real estate transaction.



Alex Reed, Associate *Kansas City, MO*

Alex is an associate practicing in the Business Transactions Practice Group, with a focus on mergers and acquisitions, general corporate and business law, real estate and development. Alex counsels businesses on legal issues throughout the life of a business, from entity formation and governance to mergers and acquisitions, and across all facets of real estate transactions.

Project Team Org Chart



Experience

The TransPro team is uniquely positioned to assist the City in its pursuit of an independent – and improved – transit system. This is reflected in the work the team has performed within Joplin and across Missouri, with a specific emphasis on understanding, managing, and creating political subdivisions for public transportation.

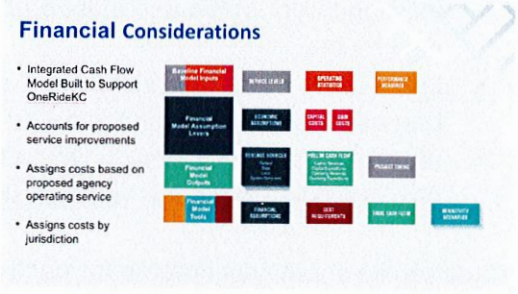
One RideKC

Beginning in March of 2021 – through our work with facilitating the agency's strategic plan – TransPro identified a need for a long-term regional transit funding strategy and created multiple outreach initiatives, a robust financial assessment, and a communications implementation plan.

TransPro worked extensively with KCATA senior management, the Board of Commissioners, and staff to guide the organization through multiple projects as part of an extension of the transit agency's strategic planning process.

TransPro In Action

TransPro facilitated a local economic analysis as an element of the One RideKC Regional Transit and Funding Plan, specifically tracking job access for transit expansion.



With our partners Parson + Associates and HNTB, we convened stakeholders throughout the region to identify transit needs and – using the existing planning work that had been done – identified transit priorities and what level of funding the agency needed to build and operate the identified projects. The results were then purposefully combined as a public outreach communications campaign, allowing the community to interact with our findings.

KCATA returned to TransPro in 2023 to build county-by-county templates for resuming funding conversations after the pandemic.

Joplin Transit System Analysis

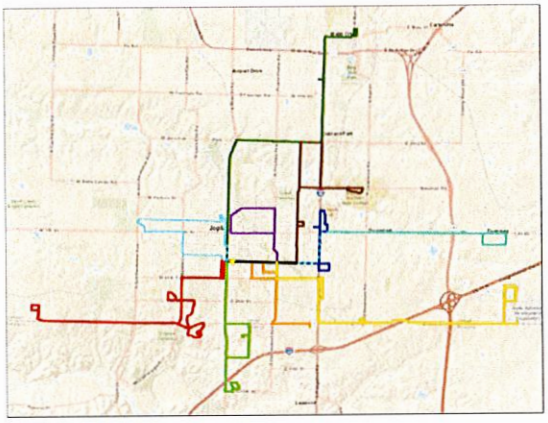
The City of Joplin initiated the Joplin Transit Comprehensive Operational Analysis (COA) with TranSystems to analyze existing transit service, conduct an alternatives analysis, and identify future service plans in the greater Joplin region. At the time, the City of Joplin operated three flex routes, known as the Sunshine Lamp Trolley, as well as demand response and paratransit service.

A market analysis provided current and projected demographic, employment, land use, and transportation choice information to plan future transit changes in the study area. The extensive information was combined to create a customized Transit Demand Index to numerically capture

and identify the greatest demand for transit service. A service analysis of the three existing flex routes also reviewed performance measures for productivity, reliability, and subsidy to understand if any routes should be modified or eliminated. In addition to the technical analysis, stakeholders were engaged to provide input during the market analysis, visioning, and alternatives phases.

Based on the analysis, short-term, mid-term, and long-term route recommendations were developed:

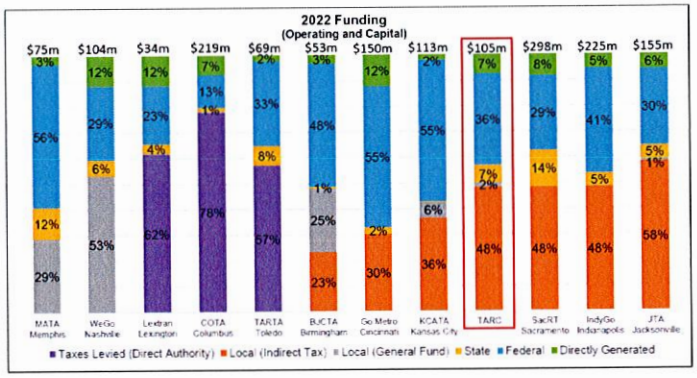
- Short-Term: Based on the performance measure analysis, the existing Green Flex Route was restructured to eliminate low-performing segments.
- Mid-Term: A new transfer facility was recommended near the geographic center of the proposed service area to serve the existing three routes and eight proposed new routes.
- Long-Term: Four route extensions are proposed to growing service areas outside of the City of Joplin. Specific route times also considered aspects such as shift times at major employers.



A route profile sheet was created for each proposed transit route that included stop information, example schedules, and estimated operational and capital costs to enable the City of Joplin to advance the recommendations. The completed study will form the basis of planning work for a new Joplin Transit Authority.

TARC Agency Assessment

TransPro assisted the Transit Authority of River City (TARC) in Louisville, Kentucky with a detailed peer review and financial analysis as they approach a "fiscal cliff" – where expenses rise faster than revenue, leading to a potential "death spiral" of service cuts and rising fares. TransPro conducted this work under a management consulting on-call contract that also included executive team workshops, performance appraisals, and project management support.



Analysis included an in-depth review of local and state operating assistance, fare revenue, labor costs, capital projects, and a communications strategy to begin engaging the public and elected officials on the choices ahead.

TARC is now engaging the public in a conversation about new revenue sources.

Approach Strategy

Our Process

The Diagnostic – Design – Delivery framework is how TransPro approaches problem-solving and optimization. TransPro understands the importance of investing limited resources in the most effective way possible. This three-phase framework provides a lens through which those competing interests can be balanced.



DIAGNOSTIC

Assessing an organization's performance and practices through one-on-one interviews, data analysis, focus groups, data collection and peer review.

DESIGN

Addressing what success looks like for the organization, constructing an implementation plan, identifying clear owners and specific timelines to ensure accountability and ownership throughout the process.

DELIVERY

Implementing the solutions uncovered in the Design phase, including staff recruitment, workforce development for agency leadership teams and employees to build a culture of ownership surrounding process changes.

Task 0: Project Management

TransPro will provide project management support necessary to deliver the following tasks and assigned deliverables. TransPro will coordinate virtual bi-weekly project management reviews with the City's project management team (PMT) members of each task. TransPro's project manager Mat Webb will ensure quality control and budget/schedule compliance.

Deliverables:

- Project schedule
- Biweekly meeting notes

- Council project status updates (as needed)

Quality Commitment

One additional component of our project management approach is a commitment to quality. TransPro understands that the City's time is valuable. One of the ways we demonstrate our value for your time is through our three (3) step quality management process that ensures:

Our best thinking. The first step in TransPro's quality review process is a thought partnership review that challenges the thinking of our team. We proactively look for ways to ask each other thoughtful questions that deliver insightful solutions to our clients.

Clean and clear content. The second step of TransPro's quality review process is a copy edit and design review to ensure that any draft of any deliverable submitted to the City is "client ready." This includes progress drafts because we value your time and also understand that anything submitted to the City can become part of the public record. It's important to our team that the City is focused on the substance of a matter.

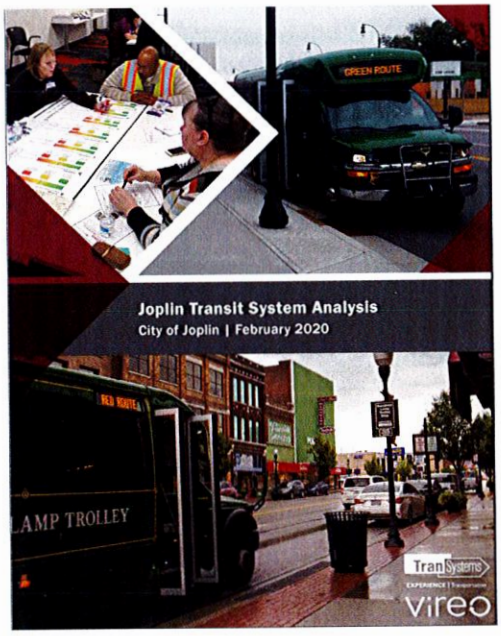
The project manager OWNS it. At TransPro the project manager is the final voice on anything delivered to our partners – in addition to being your trusted advisor throughout the process. This step is our commitment that the leadership of the team supporting your success has full visibility and ownership of the work products submitted to the City. If there are issues, challenges or concerns -- the project manager is your single point of contact. The City has our commitment that the project manager is engaged and leading every step of the way.

Task Breakdown

Diagnostic Phase

Task 1 - Assess Current Conditions & Define Success

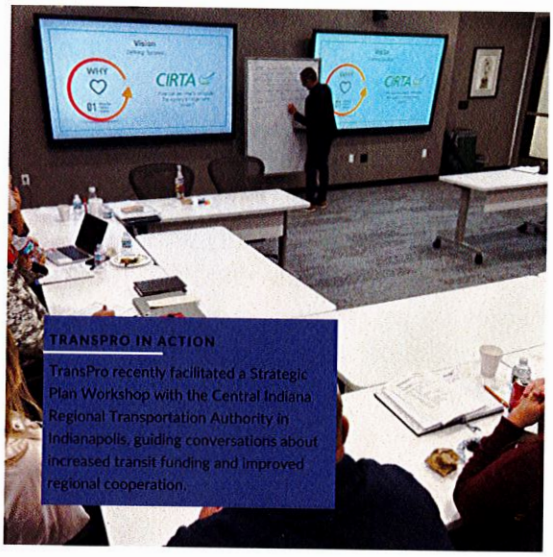
Given the TransPro team's history with Joplin's transit system, a review of the program will be quick and thorough – starting with the Joplin Transit System Analysis authored by TranSystems. However, given recent struggles with staffing and service delivery during the pandemic, the team will take a fresh approach to engaging staff and stakeholders while updating our existing understanding of the program. This will include one-on-one interviews with Public Works and transit



operations staff who have first-hand experience with recent challenges.

TransPro will then conduct a peer benchmarking review of transportation authorities in Missouri, including the legislative and revenue strategies used for each.

With a new baseline established, TransPro will convene an internal working group made up of key staff and elected officials to guide the project through to completion. One of the first steps is to convene this group for an on-site workshop to define the Success Outcomes for transit in the City of Joplin. This definition of success will guide the consultant team throughout the interim phases to ensure the recommendations meet everyone's expectations.

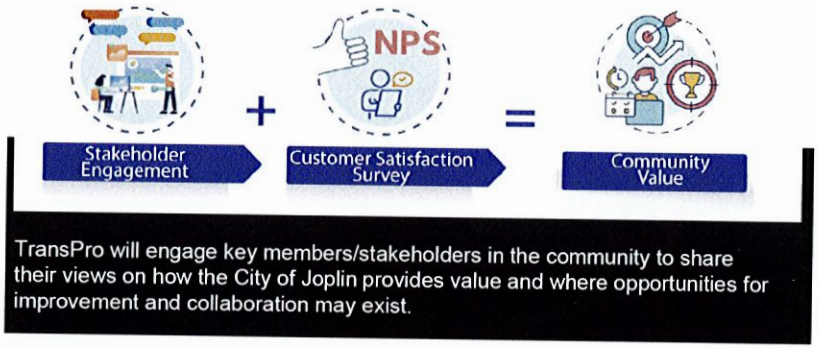


***Lead** - TransPro | **Assist** - TranSystems*

Deliverables:

- Success Definition Workshop
- Existing Conditions Report

Design Phase



Task 2 - Develop Public Engagement Plan

Our planners and public engagement specialists work closely with the City to meet public involvement needs. With backgrounds in effective communication through both technical writing and informative graphics, our team selects the best engagement tools to fit the project outcome and stakeholder needs. Depending on the project type, coordination may include adjacent property owners, area stakeholders, utility companies, multiple layers of government agencies, and the general public. Our team is skilled in crafting communication lists, press releases, flyers, and exhibits to convey technical information into an easy-to-digest format. We will tailor the Public Engagement Plan to each unique project to ensure activities and outreach methods are meaningful and encourage others to become invested in the process.

Our approach to community engagement for design projects is multi-faceted and includes

coordination with other government entities, key stakeholders, and the public. One-on-one or small group coordination meetings are frequently held throughout the project to keep governmental partners and key stakeholders in the area informed throughout the process. Open-house style public meetings provide the greater community with the ability to provide input on recommended improvements and ask questions related to potential impacts and construction phasing. To expand outreach to residents, businesses, and visitors, our project team will also coordinate with the client to develop digital content for a project website. Our team anticipates questions and issues – particularly related to maintenance of traffic – and works hard to increase public awareness to avoid surprises as the project approaches construction.

TransPro will also develop a statistically valid Community Value Survey that will help align the new Joplin Transit Authority with the broader public's definition of success for transit in the City – specifically key stakeholders that will be interviewed during the Diagnostic Phase. It will help identify transit needs and opportunities from both the rider and non-rider perspectives since both may contribute to funding the system. TransPro will develop the Community Value Survey instrument for City staff to review, distribute the final version to a random sample of potential respondents, and compile the findings.

Team member Cherry Communications will administer the surveys using a proven mixed-mode methodology that maximizes the representativeness of the survey and increases response rates. This will include telephone surveys conducted using both cell phone and landline telephone numbers, as well as web panel surveys. TransPro has partnered with Cherry Communications on more than 15 different community value surveys, and they have proven to bring in-depth experience in scientific polling and the best available technology to administer the surveys in a manner that ensures statistical validity to each of the engagements that we have partnered together.

***Lead** - TranSystems | **Assist** - TransPro, Cherry Communications*

Deliverables:

- Community Outreach & Communications Plan
- Community Value Survey & Results Presentation (up to 3)



"TransPro are the leaders you want on your team! They truly are experts and have firsthand experience on so many topics that effect the transportation industry. Working with our agency by evaluating and redesigning our unique bus model it was evident that we hired the right leaders to assist us with our challenges as my project lead went through similar challenges himself in another city. Thank You TransPro for hiring the best talent to provide us with the resources we need"

Jennifer Gebhard, Executive Director, CIRTA

Task 3 - Develop Feasibility Assessment

Guided by the Success Outcomes from Task 1 and the input received from Task 2, the TransPro team will deliver a draft and final Feasibility Assessment for a new Joplin Transit Authority. This assessment will include options and recommendations on:

- **Governance Structure** – If a new authority is created, what is the statutory boundary and who should be on its board? How are appointments made? What legislative steps are required to advance a new authority and how will the political climate in Jefferson City affect the expected outcome? Can existing statutes – like those for Transportation Development Districts or County Transit Authorities – be leveraged to avoid a lengthy or costly legislative effort?
- **Service Delivery Model** – Joplin's transit service today is directly operated, but that's not the only option. The transit industry has many options for contracting out the management, operations, and maintenance of transit systems. The TransPro team is currently evaluating such options for the City of Memphis in an effort to transform their transit authority in the midst of a fiscal crisis.



TransPro In Action:MATA

The City of Memphis engaged TransPro Consulting to assess the operations and financial conditions of the Memphis Area Transit Authority (MATA). The assessment includes initial recommendations intended to stabilize conditions at MATA that are affecting MATA's customers.

- **Service Plan** – Much about transit has changed since the pandemic: Ridership, demographics, operating costs, local funding. Finding the right mix of service that meets the Success Outcomes defined early in the project will be critical in advancing specific transit services – as the TransPro team has done in Sarasota, Florida; Indianapolis, Indiana, and New Hanover County, North Carolina.
- **Funding Levels** – Based on the above items, funding levels will need to be estimated for delivering service over a sustained period of time. Like many municipal services, transit operations continue on, regardless of utilization levels. Our work with KCATA in Kansas City and TARC in Louisville, Kentucky best reflect our team's ability to create realistic funding strategies.

***Lead:** TransPro | **Assist:** Lathrop GPM, TranSystems*

Deliverables:

- Joplin Transit Authority Feasibility Assessment

Task 4 – Develop Revenue Recommendations

Based on the Feasibility Assessment in Task 3, the TransPro team can now define what revenue sources will be needed to support implementation of the new Joplin Transit Authority. The TransPro team will identify potential revenue streams, as well as the legislative requirements for each, then calculate the rates that will support the recurring funding levels identified in the Assessment.

***Lead:** TransPro | **Assist:** TranSystems*

Deliverable:

- Joplin Transit Authority Revenue Report

Deliver Phase

Task 5 – Develop Implementation Plan

Based on the approved Feasibility Assessment and Revenue Recommendations from Tasks 3 and 4, the TransPro team will deliver a detailed and actionable implementation plan that stakeholders can use to create, fund, and operate a new Joplin Transit Authority. The plan will include:

- **Legislative Strategy** – How an authority and its revenue sources is approved. If the City can avoid pursuing new legislation in Jefferson City, the transition to a new Joplin Transit Authority could come sooner.
- **Governance Documents** – Bylaws, district boundary, board makeup and appointment process. Foundational documents that are necessary for a new Joplin Transit Authority.
- **Startup Capital Plan** – Vehicles, facilities, technology, passenger amenities. If new services or fleet upgrades are required, the TransPro team can help identify costs and federal funding opportunities like we're doing for Toledo's transit authority in developing their 5-year Capital Improvement Program.
- **Initial Route Structure** – Fixed and flexible services, including those that meet complementary ADA requirements – an extension of the work TranSystems completed for the City in 2021.

TransPro in Action

CIRTA Workforce Connectors Study

TransPro Project Manager David Johnson worked with CIRTA to evaluate service and funding alternatives for two existing commuter routes serving industrial parks in Plainfield and Whitestown, Indiana. The project included assessing the existing special districts, recommending service changes, and developing an implementation plan.



- **Operations Scope of Work** – For contracted or directly operated service delivery models, the City can trust that TransPro has direct experience in all of the above and can provide insight into the best choice for a Joplin Transit Authority.
- **5-Year Operations Budget** – All the revenue and expenses for the initial 5-year period of the new authority, which will aid decision makers in funding and governance discussions.

Lead: *TransPro* | ***Assist:*** *TranSystems + Lathrop GPM*

Deliverable:

- Joplin Transit Authority Implementation Plan

Timeline

The TransPro team proposes to complete all deliverables within the 12 months requested in the RFP, including three phases of community outreach aligned with the completion of major deliverables. The timeline below assumes a Notice to Proceed (NTP) in November 2024.

Task / Month	Dec. 2024	Jan. 2025	Feb. 2025	March 2025	April 2025	May 2025	June 2025	July 2025	Aug. 2025	Sept. 2025	Oct. 2025	Nov. 2025
Task 0 - Project Management												
Task 1 - Assess Current Conditions & Define Success												
Task 2 - Develop Public Engagement Plan				★				★			★	
Task 3 - Develop Feasibility Assessment												
Task 4 - Develop Revenue Recommendations												
Task 5 - Develop Implementation Plan												

★ *Community Outreach Events*

References

Kansas City Area Transportation Authority (KCATA)

Projects: One RideKC (TransPro), Project Management & Planning On-Call Services (TranSystems), Legal Services (Lathrop GPM)
Key Personnel:

- Ehren Bingaman (TransPro)
- Sarah Frost (TranSystems)
- Jerry Riffel, Paul Lewis (Lathrop GPM)

Contact: Dick Jarrold, Deputy CEO
Email: djarrold@kcata.org
Phone: 816-346-0356

City of Joplin, Missouri

Project: Joplin Transit System Analysis (TranSystems), Joplin Area Bicycle & Pedestrian Transportation Plan
Key Personnel:

- Sarah Frost, Deanne Winkelman Andrew Parker

Contact: Robert Lolley, Transportation Planner
Email: RLolley@Joplinmo.org
Phone: 417-625-4793, Ext. 1514

Toledo Area Regional Transportation Authority (TARTA)

Projects: Capital Improvement Plan, Performance Management Services, Strategic Planning (TransPro)
Key Personnel:

- Ehren Bingaman, Matt Webb, David Johnson, Katie Jurenka

Contact: Laura Koprowski, Chief Executive Officer
Email: lkoprowski@tarta.com
Phone: 419-243-7433

Transit Authority of River City (TARC)

Project: Management Consulting Professional Services - IDIQ (TransPro)
Key Personnel:

- Ehren Bingaman

Contact: Rob Stephens, Chief Operating Officer
Email: rstephens@ridetarc.org
Phone: 502-612-1053

Cost Proposal

TransPro proposes a fixed fee of $304,859.52, inclusive of all expenses.

The pricing offered above is valid for 90 days. The project will be invoiced in twelve (12) monthly payment(s) of $25,404.96, with the first invoiced at notice to proceed (NTP), with payment due 30 days from date of invoice.

If the project extends beyond the proposed schedule (due to no fault of TransPro), TransPro will continue to work with the City of Joplin until the tasks outlined have been completed; however, the invoicing and payment terms remain as stated.

All documents, presentations, etc. are provided in digital format and printed copies, as requested in the RFP.

This proposal includes twenty (20) on-site visits for up to six (6) staff members. If additional on-site work is requested, it will be billed at $3,500 plus expenses.

TransPro
Driving Excellence

RESUMES





CONTACT

david.johnson@transproconsulting.com

Kansas City, MO

EDUCATION

UNIVERSITY OF KANSAS,
Bachelor of Science, Journalism

EMPLOYMENT HISTORY

2022-Present
TransPro Consulting | Sr. Project Leader

2017-2022
Kansas City Area Transportation Authority | Vice President, Planning | Chief Strategy Office Project Manager

2016-2017
TranSystems Corporation | Industry Specialist

2007-2015
Pinsight Media+ | Project Manager | Quality Assurance Engineer

AREAS OF EXPERTISE

- Strategic Planning
- Transit Planning
- Microtransit
- Customer Service
- Mobility as a Service
- Mobile App Development
- Micro Mobility Integration
- Procurement

AFFILIATIONS

- Kansas City Streetcar Authority
- Missouri Public Transit Association
- Kansas City Regional Transit Alliance
- Main Street Rail TDD
- City of Kansas City Vision Zero Task Force

DAVID JOHNSON

PROJECT MANAGER

TransPro
Driving Excellence

David Johnson is an experienced project manager focused on bridging technology and transportation to ensure public agencies can remain nimble and adapt as the industry continues to evolve – particularly in microtransit, Mobility as a Service, and customer information systems. David has also been a leader in transit and safe streets advocacy, steering elections to fund one of the nation's most successful modern streetcar systems and serving on the city's Vision Zero Task Force.

REPRESENTATIVE EXPERIENCE

UT-Batelle / Oak Ridge National Laboratory: Transit Planning Support – Oak Ridge, TN
Providing transit planning and subject matter expertise to the private operator of a federal research facility in need of a new intracampus transit system.

Bay Area Transportation Authority: Strategic Plan Refresh – Traverse City, MI
Led the strategic plan refresh for the Traverse City transportation authority, including updated mission, vision, values, and work plan. Facilitated board workshop and oversaw production of the refreshed plan document.

Bay Area Transportation Authority: Microtransit Fare Study – Traverse City, MI
Evaluated existing and planned microtransit services for fare changes to be implemented with the rollout of expanded service. Compared peer fare structures and decision-making processes across the US.

Rock Island County Metropolitan Mass Transit District (MetroLINK): Cybersecurity Policies and Procedures – Moline, IL
Provided process and quality control support for a cybersecurity assessment at one of the Quad Cities transit agencies.

Central Indiana Regional Transportation Authority: Workforce Connectors Study – Indianapolis, IN
Served as Project Manager for a study evaluating service and funding alternatives for two existing commuter routes serving industrial parks in Plainfield and Whitestown, Indiana. The project included assessing the existing special districts, recommending service changes, and developing an implementation plan.

DAVID JOHNSON
PROJECT MANAGER

TransPro
Driving Excellence

REPRESENTATIVE EXPERIENCE

Westchester County: Operations & Maintenance RFP Development and Contract Award Consulting Services – White Plains, NY
Leading the O&M procurement of the Bee-Line Bus system in Westchester County, NY. Performed peer analysis, operations assessment, legal review, RFP development, contract negotiation, and overall procurement support for the County's largest contract. Revised approach included new performance-based contract tied to customer priorities.

Mecklenburg Transportation System: Transportation Planning Consultant Services – Charlotte, NC
Served as Deputy Project Manager and Task Lead for an assessment of the County's non-emergency medical transportation (NEMT) system. Led tasks for peer benchmarking and vendor contract RFP development, while supporting the Project Manager with final recommendations to MTS leadership, the County Manager, and executive team.

Kansas City Area Transportation Authority: Strategic Plan – Kansas City, MO
Served as Chief Strategy Officer overseeing development of Mobility Momentum 2021, a three-year strategic plan to modernize the agency and prepare operations for regional investment. The plan was a key component in the agency receiving the 2022 Midsize Agency of the Year from the American Public Transportation Association.

KCATA: RideKC Next – Kansas City, MO
Project Manager and executive owner overseeing the development and implementation of a bus network redesign in partnership with Jarrett Walker + Associates and TransPro. After multiple pandemic delays, the plan is being rolled out in phases (including new microtransit zones and fixed route alignment changes).

Kansas City Streetcar Authority – Kansas City, MO
Governance task force participant and founding board member for the nonprofit that operates the city's modern streetcar system. Key contributions include coordinating multiple special district elections for the 2-mile starter line and subsequent 3.5-mile extension, as well as contributing to the operating schedule and O&M procurement during initial startup. Chair of the Operations Committee, which oversees operational policy and service planning.



CONTACT

ehren.bingaman@transproconsulting.com

Indianapolis, IN

EDUCATION

BALL STATE UNIVERSITY,
Bachelor of Science, Political Science and Environmental Design

HARVARD UNIVERSITY, JOHN F. KENNEDY SCHOOL OF GOVERNMENT, EXECUTIVE EDUCATION - DRIVING GOVERNMENT
Performance Certificate

EMPLOYMENT HISTORY

2019-Present
TransPro Consulting | Managing Principal

2015-2019
HNTB Corporation | Director of Transportation Planning | Planning and Project Development Manager

2007-2013
Central Indiana Regional Transportation Authority | Executive Director

2004-2007
Fort Harrison Reuse Authority | Executive Director

AREAS OF EXPERTISE

- Strategic Planning
- Master Planning
- Transit Planning
- Organizational Development
- Talent Search and Development
- Performance Management
- Organizational Optimization
- Strategic Communication
- Transportation Demand Management

AFFILIATIONS

- American Public Transportation Association
- Indiana Transportation Association
- Ohio Public Transportation Association

EHREN BINGAMAN

TransPro
Driving Excellence

PRINCIPAL IN CHARGE

Ehren Bingaman is a passionate executive leader driven to improve lives and communities through collaboration and high performing organizations. A results-oriented public manager, Ehren has helped organizations achieve breakthrough results in the public, private, and nonprofit sectors.

REPRESENTATIVE EXPERIENCE

UTA: Strategic Plan – Salt Lake City, UT
Principal in Charge of collaborating with the full time Trustees and Executive Director, TransPro developed a new approach to UTA's goals and priorities. The process required an amalgamation of existing strategic priorities and the development of an outcomes focused strategic plan in the paradigm of a new governance model. The strategic plan provided UTA with a renewed focus to improve relationships with elected officials and serve customers with excellence.

TARC: Strategic Plan – Louisville, KY
Principal in Charge supporting the development of an organizational strategic plan for the largest transit agency in Kentucky. The process identifies success and key performance indicators for an agency in the midst of change and rebuilding its brand in the community. Also supporting the development of organizational alignment recommendations to assure that TARC is organized to deliver on its new definitions of success.

KCATA: Strategic Plan – Kansas City, MO
Project manager for an update to KCATA's strategic plan. Following work previously completed by TransPro, KCATA reengaged TransPro to develop another 3 year strategic plan. As project manager, Ehren has led development of programing, workshops, facilitation, and driven the team in the definition and development of the outcomes, key performance indicators, organizational performance scorecard, and work plan of tactics.

RTD: Strategic Plan, Project Manager – Denver, CO
Project manager for the development of a strategic plan for one of the largest transit agencies in the United States. Supporting the new CEO, Ehren led the team that navigated an elected board and set the stage for the CEO's vision of organizational transformation. The process engaged the board, stakeholders, and the executive management team in the development of mission, vision, values, success outcomes, and performance scorecards. The project was completed in just under four months with the finale of unanimous board approval.

EHREN BINGAMAN
PRINCIPAL IN CHARGE

TransPro
Driving Excellence

REPRESENTATIVE EXPERIENCE

MATA: Blue Ribbon Commission – Memphis, TN
Senior advisor providing thought leadership and workshop facilitation to a Blue Ribbon Commission of business and civic leaders in the Memphis region. The Commission was empaneled by the CEO to advise MATA forward on a preferred operating model, following turnover in the agency's contracts. Ehren contributed industry insight, communications strategy, analysis, and development support to operating models and the change management strategy to support MATA's long-term success.

Toledo Area Regional Transit Authority – Toledo, OH
Program Manager for multiple work orders providing strategic planning, operations, organizational development, customer experience, technical capacity, and human capital development. Projects include the development of a near-term strategic plan, safety and security plans, a new organizational model, business process efficiency and compliance, and project management for comprehensive operational analysis.

Wave Transit – New Hanover County / Wilmington, NC
Principal in charge and senior technical advisor to a two-phase project assessing opportunities for service and administrative optimization of the transit system serving New Hanover County, NC. The process identified over $1 million in efficiencies and approved a board-adopted recommendation to realign service to meet market demand while introducing new, demand response mobility concepts. The outcome will save New Hanover County taxpayers over $1 million per year via operational efficiencies.

Sarasota County Area Transit – Sarasota, FL
Planning lead for Sarasota County Area Transit's network redesign. This initiative identified a 42% reduction in inefficient service, while retaining 93% of transit ridership. Introduced a new county-wide demand response service that improves freedom, choice, and mobility for Sarasota County residents. Led the development of a financial model and planning approach for network redesign.

Fulton County, GA
Planning lead for the Fulton County Transit Plan, which developed alternatives and scenarios for transit expansion in North and South Fulton County. Project utilized a spreadsheet-based financial model to assess funding options, feasibility, and scenario development to provide Fulton County local elected leaders with resolution on an approved transit vision plan. Recommendations were unanimously adopted by the Fulton County Board of Commissioners and are the focal point for transit funding expansion initiatives. Recommendations included fixed route, high capacity, paratransit, and modeling of new mobility solutions for door-to-door demand response services.

Regional Transit Authority of Southeast Michigan – Detroit, MI
Project manager for the development of the 2016 regional master transit plan for Southeast Michigan. The project included a robust four county public engagement program, scenario development, transit and financial planning leading to the adoption of Southeast Michigan's first regional transit plan. The award-winning plan provided the region with a realistic path to truly integrated regional transportation serving metro Detroit.

Central Indiana Regional Transportation Authority – Indianapolis, IN
Chief executive of the Central Indiana Regional Transportation Authority, Bingaman led and developed a coalition of public and private sector partners to create new funding legislation for transportation funding in Indiana. As the agency's first executive, Bingaman drove the development of agency protocols and procedures, funding and grant compliance, strategic plans, key performance indicators, and completed every year with a budget surplus. A proven executive leader, Bingaman completely transformed organizational culture helping CIRTA emerge as the premier regional transportation agency in Indiana.



CONTACT

matt.webb@transproconsulting.com

Williamston, MI

EDUCATION

MICHIGAN STATE UNIVERSITY
Bachelor of Science, Resource Development

EMPLOYMENT HISTORY

2021-Present
TransPro Consulting | Consulting Practice Lead
2020-2021
HNTB Corporation of Michigan | Deputy Program Manager
2018-2020
RTA of Southeast Michigan | General Manager
2017-2018
CDM Smith Michigan | Client Service Lead
2012-2017
HNTB Corporation of Michigan | Michigan Transit Leader
2001-2011
Michigan Department of Transportation
1999-2001
Wilbur Smith Associates

CERTIFICATIONS

American Institute of Certified Planners, 2001

Master's Certificate in Project Management, George Washington University School of Business and PublicManagement, 2004

AREAS OF EXPERTISE

- Strategic Planning
- Project Management
- Program Management
- Transportation Planning
- Stakeholder Engagement
- Customer Sat. Surveys
- Community Value Surveys

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Driving Excellence

MATT WEBB

QUALITY LEAD

Matt Webb is a passionate transportation leader who always strives to bring thought leadership and value to his clients and the communities he serves. During his career, he has worked for both private and public agency interests and has delivered a wide range of transportation and feasibility studies as well as transit (FRA & FTA) and highway (FHWA) projects. Matt has also led multiple owner's representative programs, including the M-1 RAIL streetcar project in Detroit.

REPRESENTATIVE EXPERIENCE

GoTriangle Strategic Plan, Raleigh, NC
Served as Project Manager for the development of a comprehensive update to GoTriangle's 5-year strategic plan. Coordinated with the Executive Leadership Team, Board of Directors and key stakeholders to facilitate a series of workshops that led to the updating of their mission, vision, success outcomes and a comprehensive five-year workplan designed to support their vision of being the region's trusted mobility partner.

TARTA Capital Improvement Plan, Toledo, OH
Principal-in-charge where I supported the development of TARTA 5-year CIP working with the leadership team to prepare both a roadmap for future investment but also an organizational process improvement related to installing a call for projects coordinated with TARTA's annual budget cycle.

MTA Flint Fixed Route Study, Flint, MI
Supported the SRF Consulting team during the comprehensive operational analysis of MTA's fixed route system which hasn't been modified in more than a decade. Provided engagement and facilitation support working with key stakeholders, MTA's leadership team and the Board of Directors. Also conducted focus group sessions with MTA operators and customers to obtain their feedback on system improvements that should be incorporated into the final recommendations.

Denver RTD Manager & Supervisor Training, Denver, CO
Developed curriculum and delivered leadership development training for more than 400 Manager and Supervisors at RTD in Denver, Colorado. The curriculum was developed specifically to address identified needs at the agency and to support RTD's strategic priorities. The six-module program was developed to grow RTD's technical competencies as well as the softer leadership skills for middle management. Course training offerings focused on Growing Leaderships Skills and Getting the Most Out of RTD Teams.

MATT WEBB

QUALITY LEAD

TransPro
Driving Excellence

AFFILIATIONS

- American Council of Engineering Companies
- American Planning Association
- Michigan Association of Planning
- American Public Transportation Association
- Michigan Public Transportation Association

REPRESENTATIVE EXPERIENCE

Mountain Line 101 Training & Employee Engagement Survey:
Developed curriculum and delivered leadership development training for approximately 100 employees of Mountain Line in Flagstaff, AZ. This training opportunity was built around a curriculum that highlighted the agency's new mission, vision and values as well as encouraged them on how to think about how their individual roles contributed to success. Matt served as the Project Manager for the delivery of an agency wide employee engagement survey that TransPro facilitated in 2023.

Denver RTD Strategic Plan Update:
Serving as project manager in partnership with the Denver RTD Leadership Team to update and refresh the agency's strategic plan adopted in 2021. Facilitated a workshop with the Leadership Team and developed updated organizational success measures and tactics based on 2022 customer satisfaction and community value data collected by the agency.
The Bay Area Transportation Authority Strategic Plan: Served as project manager/facilitator in supporting BATA in Traverse City, Michigan update its strategic plan. Scope of work included facilitation of a workshop with the Leadership Team and the Board of Trustees to help develop their updated mission, vision, values and success outcomes.

UTA Board of Trustee Strategic Plan Facilitator:
Served as project manager/facilitator in supporting the Utah Transit Authority update its 2030 strategic plan consistent with state statute. Efforts involved facilitating two workshops with the Board of Trustees and Executive Leadership Team to help develop their updated mission, vision and success outcomes.

Cherriots Strategic Plan Update:
Project Manager for the development of a strategic plan update for the Salem Area Transit District in Salem, Oregon. The Strategic Plan update involved completing discovery interviews with the Executive Leadership Team, Board of Directors, and key Community Stakeholders. The focus of the strategic plan revolved around the following success outcomes; enhancing community value, improving customer satisfaction, creating a culture of ownership and assuring financial sustainability as the agency prepares for becoming a mobility integrator across the Willamette Valley region. Matt also oversaw an Employee Engagement Survey.

TARTA Performance Management Services:
Served as PM for the development of performance management services including support of TARTA's 2022 performance management success outcomes linked to TARTA's Strategic Plan adopted in 2021. Facilitated an executive leadership team workshop that resulted in the development of 2022 priority tactics for TARTA's seven divisions. Matt supported strategic communications planning efforts around a regional ballot initiative that passed in November 2021. He also coordinated customer satisfaction and employee engagement data collection efforts to support performance metric development.

OnHand Coordinated Human Services Plan (August 2019 – April 2020)
RTA Project Manager for the development of the region's first Coordinated Human Services Transportation Plan for the region.

Southeast Michigan Regional Master Transit Plan.
Served as Project Manager for the development of a Regional Master Transit Plan (RMTP), which will serve as the roadmap for the authority's decisions that will guide the region's transit future, including coordinating and enhancing existing services and delivering rapid transit as a new service.



CONTACT

katie.jurenka@transproconsulting.com

New York, NY

EDUCATION

RUTGERS UNIVERSITY, Bloustein School of Planning & Public Policy, Master of City & Regional Planning

MACALESTER COLLEGE, Bachelor of Arts, Geography and Urban Studies

EMPLOYMENT HISTORY

2019-Present

TransPro Consulting | Sr. Project Analyst

2018-2019

Corporation for Supportive Housing | Research Assistant

2016-2018

TKDA | GIS and Planning Analyst

2015-2016

Metropolitan Council, Green Line Extension Project | ROW Intern

AREAS OF EXPERTISE

- Data Analysis
- Geospatial Analysis
- Financial Analysis

KATIE JURENKA

FINANCE LEAD

TransPro
Driving Excellence

Katie Jurenka is a project analyst with experience harnessing data to produce insights for public sector organizations. She has experience managing and analyzing geospatial data, conducting qualitative and quantitative research, and creating compelling visualizations. Previously, Katie helped innovate transportation and land use planning processes by creating interactive geospatial tools and techniques. At TransPro, Katie has contributed geospatial analysis and visualization to network redesign and corridor studies, establishing existing conditions and drafting alternatives, as well as providing support for customer satisfaction, performance measurement, and strategic planning projects.

REPRESENTATIVE EXPERIENCE

CIRTA: Workforce Connectors Study

Katie is currently evaluating CIRTA's Workforce Connectors, two bus routes that connect IndyGo routes with job sites in Plainfield and Whitestown EIDs. This project includes projecting EID revenue, identifying additional revenue sources, establishing existing conditions in the EIDs, including land use, new development, connectivity, and more, developing service alternatives that consider cost, procurement, contracting and regional coordination.

Westchester County: Operations and Management RFP

Katie is providing administrative support, including developing schedules and reviewing documents.

CDTA: Community Stakeholder Outreach and Survey

Katie helped execute 20 interviews with stakeholders in the Capital Region to better understand their priorities for mobility and the value they experience in CDTA. The stakeholder engagement helped inform a survey instrument that will be distributed community-wide.

BATA: Strategic Plan and Fare Study

Katie is currently supporting the development of BATA's Strategic Plan. In addition to the Strategic Plan, TransPro was engaged to conduct a fare study for BATA's new on-demand service. Katie identified peers with similar on-demand services and large service areas, and with a variety of fare structures.

Mecklenburg County, NC: NEMT Planning Study

Katie supported the Non-Emergency Medical Transportation planning study for Mecklenburg Transportation System (MTS), including benchmarking against peers, developing an organizational and operational analysis and reviewing MTS policies.

City of Greensboro, NC: Community Value Survey

Katie developed a community value survey instrument, coordinated execution and analyzed results. She developed a report combining survey visualizations and insights with key themes from other stakeholder engagement activities and listening sessions. By understanding the key priorities of the community, the report helped the City of Greensboro align on success outcomes.

KATIE JURENKA
FINANCE LEAD

TransPro
Driving Excellence

REPRESENTATIVE EXPERIENCE

Salem Cherriots: Strategic Plan and Employee Engagement Survey
Katie is supporting the development of Cherriots' Strategic Plan, working with the agency to develop an organizational scorecard and tactics. As part of the strategic planning process, Katie supported the development, execution and analysis of an Employee Engagement survey, which helped Cherriots leadership better understand the concerns and priorities of their workforce. The survey also provided a baseline employee engagement score, a key outcome on Cherriots' organizational scorecard.

VIA: Community Value Survey
Katie led analysis for VIA's Community Value Survey, which gauged the San Antonio community's perception of the transit agency. She ensured demographic data was representative of the San Antonio metropolitan area, and produced visualizations and insights to help VIA understand community perception of the agency, including key strengths and areas of opportunity.

Kansas City Area Transportation Authority: One RideKC Funding and Transit Plan
Katie supported the planning activities for a regional transit and funding plan, including developing scenarios using geospatial analysis and techniques.

Livingston County, NY: Mobility Management Strategy
As a project analyst, Katie led efforts to develop a mobility management strategy for a county in upstate New York. The effort included stakeholder engagement with county departments and providers, existing conditions and needs assessment analysis, and developing recommendations based on national best practices and peer benchmarking.

Charlotte Area Transportation System: Performance Management and Surveys
Katie leads the development, calculation, and quarterly reporting for performance scorecards, including setting performance goals and prioritizing metrics. She also assists CATS in developing metrics, workplan, and information systems. Along with CATS' scorecard and tactics, Katie supports the development and execution of community value, employee engagement, and customer satisfaction surveys. After execution, Katie develops visualizations and insights to help CATS better understand their workforce, community and customers. Results from each survey inform CATS' metrics and workplan.

Lane Transit District: Strategic Plan
Katie supported the Lane Transit District's strategic business plan development by refining tactics and creating metrics to include on department scorecards.

Sacramento Regional Transit: Stockton Boulevard Corridor Analysis
Katie supported a corridor planning project for SacRT through longitudinal demographic and ridership analysis. As part of this project, she prepared GIS maps and written summaries of data trends. She also supported best practices research and development of recommendations to support identification of high-capacity transit projects for the corridor.

Wave Transit / New Hanover County, NC: Network Redesign
Katie was the lead analyst for the Wave Transit network redesign project, which included conducting stakeholder interviews, reviewing budgets, transportation development plans and interlocal agreements, conducting peer benchmarking analysis, and developing scenarios based on current and future ridership, demographic characteristics, and employment clusters.

Sarasota County Area Transit: Network Redesign
Katie supported planning efforts for SCAT's network redesign work, including analyzing demographic data, creating route-level productivity and cost profiles, and developing scenarios based on demographics, land use, and employment centers.



CONTACT

kellie.melleady@transproconsulting.com

Phoenixville, PA

EDUCATION

ST. JOSEPH'S UNIVERSITY
Master of Business Administration

WEST CHESTER UNIVERSITY
Bachelor of Science, Business and Public Affairs

EMPLOYMENT HISTORY

2021-Present
TransPro Consulting | Survey Lead

2016-2021
United Safety and Survivability | Inside Sales Account Manager

203-2015
Goldberg & Muth Law Firm | Legal Assistant

AREAS OF EXPERTISE

- Customer Experience
- Community Value
- Employee Engagement
- Results Analysis
- Project Management

KELLIE MELLEADY

CUSTOMER SURVEY LEAD

TransPro
Driving Excellence

Kellie Melleady is a highly motivated and results-driven professional with extensive experience in customer experience management. Through her experience she has gained in-depth knowledge of customer experience best practices, methodologies, and tools, with a commitment to staying updated with the latest industry trends. Kellie finds immense joy in working with transit agencies nationwide to improve experiences using real data to drive actionable outcomes. She is skilled in project management and prides herself in her ability to lead cross-functional initiatives and drive them to successful completion.

REPRESENTATIVE EXPERIENCE

Kellie has managed the methodology, survey creation, on-site execution, and analysis of surveys for:

TriMet, Portland, OR
Customer Satisfaction on Fixed Route, Rail & Paratransit – 4/2024
Fare Evasion – 3/2024, 6/2024

Regional Transportation Commission of Southern Nevada (RTC)
Customer Satisfaction on Fixed Route, Paratransit, On-Demand – 6/2022 & 5/2024

Toledo Area Regional Transit Authority (TARTA)
Customer Satisfaction on Fixed Route & TARPS – 3/2022, 9/2022 & 4/2024
Fare Survey – 9/2022

Capital District Transit Authority (CDTA), Albany, NY
Customer Satisfaction on Fixed Route & Paratransit – 6/2022 & 1/2023, 9/2023
Community Value – 6/2023
Workforce Assessment – 1/2024

Charlotte Area Transit System (CATS)
Customer Satisfaction on Fixed Route, Paratransit & LYNX Rail – 3/2022, 11/2023

VIA Metropolitan Transit of San Antonio
Customer Satisfaction on Fixed Route & VIAtrans 6/2022, 10/2022, 5/2023, 10/2023
Community Value – 6/2022

Cherriots, Salem, OR
Customer Satisfaction on Fixed Route, Regional & LIFT – 11/2022 & 4/2023
Community Value – 03/2023
Employee Engagement – 05/2023

Transit Authority of River City (TARC), Louisville, KY
Customer Satisfaction on Fixed Route & TARC3 Paratransit – 2/2023

Westchester County, NY (Bee-Line)
Customer Satisfaction on Fixed Route – 11/2022

Greater Cleveland Regional Transit Authority (GCRTA)
Customer Satisfaction on Fixed Route, BRT, Rail, Paratransit – 5/2022

Deanne Nicole Winkelmann, AICP
Public Engagement Lead

Deanne is a senior planner and project manager with experience in transportation and land use planning, GIS analysis, and public engagement strategies. With a background in effective communication through both technical writing and informative graphics, she selects the best engagement tools to fit the project outcome and stakeholder needs. Her personable and welcoming attitude ensures that the project team can receive quality input from individuals of all ages and abilities. Her creative thinking and willingness to try new tools also helps ensure that public engagement activities are meaningful, fun, and encourage others to become invested in the process. She has led the public engagement aspects of several planning and design projects ranging from the award-winning Monett Transportation Improvement Plan (small city), the Joplin Area Bicycle & Pedestrian Transportation Plan (regional), and the Central Texas Grade Crossing Study (statewide).

Education
M.R.C.P., Regional and Community Planning, Kansas State University

Certifications
Certified Planner
E-Railsafe System

Affiliations & Memberships
American Institute of Certified Planners
American Planning Association
American Public Transportation Association
Rails-to-Trails Conservancy

Years of Experience
11

Years with Firm
10

Joplin Area Bicycle & Pedestrian Transportation Plan - Joplin, Missouri
Deanne served as the primary planner to provide a non-motorized transportation plan for the greater Joplin Area. The Plan communicated the vision for the area's bicycle and pedestrian network and identified policies, programs, and projects to guide implementation. Focus areas within the plan included safe crossings, Complete Streets guidance, and on-road and off-road network modifications. Project sheets with implementation considerations (right-of-way needs, funding opportunities, action steps) were provided for several key concepts to be advanced in the short-term. Deanne also played a critical role as the lead organizer of public engagement efforts. These initiatives included a public meeting with over 160 attendees participating in multiple interactive exercises (word cloud, dot exercise, map my route activity, prioritization exercise) and an online survey with over 350 responses.

Joplin Transit System Analysis - Joplin, Missouri
Deanne served as a project planner to assist with a Comprehensive Operational Analysis for the Joplin Transit System consisting of the Sunshine Lamp Trolley flex route service as well as other demand response services. The study included a market analysis, existing service analysis, public engagement, and identified of short-term, medium-term, and long-term service plan. Based on these findings, the short-term plan primarily recommended changes to the underperforming Green Route while long-term recommendations proposed new fixed routes based on anticipated passenger needs. Funding needs and other implementation factors were also outlined in the report.

Monett Transportation Improvement Plan and Sales Tax Initiative - Monett, Missouri
Deanne served as the primary planner for the Long-Range Transportation Improvement Plan to develop a set of multimodal transportation improvement projects for the City of Monett. Three public engagement sessions and an online survey were held throughout the process to obtain valuable feedback and build consensus around transportation priorities. The Plan included both short-term projects with a seven-year outlook and long-term initiatives with a twenty-year outlook. The Plan and voter education materials were used to support a sales tax initiative to enable the city to obtain funding and complete the transportation projects. The plan received the *2016 Outstanding Project Award* from the American Planning Association - Missouri Chapter. Deanne has also assisted the city in obtaining additional grants, including Traffic Engineering Assistance Program (TEAP), Transportation Alternatives Program (TAP) funds, and MoDOT Cost Share funds to advance projects outlined in the Plan. To date, TranSystems has helped advance seven of the ten priority projects.

Joplin TIGER Performance Measures - Joplin, Missouri
Deanne served as the project manager and primary planner to collect interim and project outcomes for five projects with TIGER funding in the Joplin area. Traffic volume and travel times were collected for improvements on Maiden Lane, Schifferdecker Avenue, and 26th Street. Data was also collected related to a 20th Street grade separation project at the KCS Railway and pedestrian and bicycle information for a new shared-use path along 20th Street. Deanne assisted with field data collection, prepared the project performance measure reports, and coordinated with FHWA for the eight-year reporting period from 2014 to 2022.

Monett Transportation Improvement Plan and Sales Tax Initiative - Monett, Missouri
Deanne served as the primary planner for the Long-Range Transportation Improvement Plan to develop a set of multimodal transportation improvement projects for the City of Monett. Three public engagement sessions and an online survey were held throughout the process to obtain valuable feedback and build consensus around transportation priorities. The Plan included both short-term projects with a seven-year outlook and long-term initiatives. The Plan and voter education materials were used to support a sales tax initiative to enable the city to obtain funding and complete the transportation projects. The plan received the 2016 Outstanding Project Award from the American Planning Association - Missouri Chapter. *Deanne has assisted the city in applying for funding to help advance projects through the following programs: Traffic Engineering Assistance Program (TEAP), Transportation Alternatives Program (TAP), and MoDOT Cost Share Program.*

Republic Transportation Master Plan - Republic, Missouri
Deanne served as the project planner to develop Republic's first formal Transportation Master Plan that served as a foundation and promotional tool for future transportation improvement projects. TranSystems assisted the city in completing a planning document that included data collection, a land use and multimodal transportation system analysis, and public engagement. The recommendations included policies, programs, and projects to guide decision-making for road improvements, sidewalks, and trails in the community. Information in the plan was used to successfully obtain MoDOT Transportation Alternatives Program (TAP) funds to construct a high-priority trail project.

Jackson Street and Downtown Bicycle Access Traffic Study - Warsaw, Missouri

Deanne served as the primary planner to develop a plan to improve bicycle access and connectivity between Route 7 and the downtown area in the City of Warsaw. The study focused on a review of the existing physical, safety, and operational conditions in the study area and identification of potential bicycle infrastructure improvements. Deanne completed a review of vehicular traffic volume, bicycle and pedestrian-related crash history, roadway characteristics, and topographical survey information to identify the best bicycle route. She then collaborated with the engineering team to design a grade-separated bicycle interchange at Route 7 and incorporated appropriate roadway improvements and wayfinding elements along the preferred bicycle route. The innovative design builds upon recent bicycle investments in the City of Warsaw to improve connectivity in a critical location.

Andrew Robert Parker, AICP
Sr. Transit Planner

Andrew has nearly 20 years of experience in the transportation and transit planning fields, including extensive expertise in route level planning and scheduling through multiple roles at Chicago Transit Authority (CTA) and Pace Suburban Bus. He has extensive experience using HASTUS (over five years), ARC GIS (over a decade), and the Microsoft Office Suite of programs. He has also developed a transit demand index incorporating employment, demographic information, and density in a way that aids in performing comprehensive operation analyses.
Besides his transit planning experience, Andrew has been a principal planner on corridor studies, intercity bus studies, transit asset management plans, and bike and pedestrian facility assessments.

Education
B.A., English and History
University of Illinois, Urbana-Champaign, 1997
M.S., Community & Regional Planning
University of Texas, 2004

Certifications
Certified Planner

Affiliations & Memberships
American Institute of Certified Planners

Training
OSHA 10-Hour Construction Safety

Years of Experience
19

Years with Firm
10

Joplin Transit System Analysis, Joplin, MO
Transit planner on this study which provided evaluation and service recommendations for Joplin's fixed route service. The study took a comprehensive look at the Joplin Transit System (TSA) in anticipation of a new transfer facility being built. The study had a short-, medium-, and long-term component. The short-term plan focused on incremental improvements to the current routes, primarily to address running time issues and service to a mental health facility. The medium-term plan completely reworked the route structure, with five new routes added. The long-term plan extended some of those routes further into surrounding communities.

TDOT Intercity Bus Study, Tennessee
Project manager to assess intercity bus operations in the State of Tennessee and determine if additional funding and changes are needed to meet transit needs. There was a review of existing intercity bus service and data analysis was performed to identify reasonable coverage areas based on demographics, trip generators, and operational conditions. The final report included a comparative assessment of current network and project needs, identification of priorities, and overall recommendations.

TDOT Transit Needs Assessment, Tennessee
Transit planner for a statewide transit needs assessment for the State of Tennessee. The purpose was to provide a direction for state officials to implement policies designed to increase resident and visitor mobility through greater transportation choices and improved connectivity among public transportation modes. Through various public involvement techniques, the Plan allowed for a meaningful engagement with the general public and public transportation stakeholders in order to identify gaps and needs,

funding ideas, and ways to provide more efficient services. Performance measures, efficiency and effectiveness measures, were also identified for each system and comparisons were made among peers. The Plan used scenario planning to look at a range of approaches for public transportation in the future. Costs and implementation strategies associated with proposed services were be documented. A Plan report was developed. An educational flyer was also produced which provided a quick snapshot of the state of public transportation. Andrew helped write the Plan and developed the scenarios used in the scenario planning.

McHenry County Transit Plan Update, Illinois
Project manager for an update to the McHenry County Transit Component of the 2040 Transportation Plan The 2019 Transit Plan Update recommended microtransit options, frequency and service span improvement, fixed route changes, and demand response expansion designed to arrest the recent falling ridership in the county. The Plan should also provide a firmer foundation for future transit growth. Andrew also developed proposed schedules for all the fixed route changes.

TMA Multimodal Transit Study, Franklin, TN
Transit planner for a multimodal transportation network study in the Cool Springs area of Franklin, TN. The Cool Springs area is a fast-growing area for residential, commercial, retail, hotel and institutional uses with limited transportation options except for single occupancy vehicles. This planning study had two phases: the first phase of the plan addressed different transportation options, including fixed route buses, demand response, carpooling, express bus services, park and ride lots, light rail, bike lanes and pedestrian access. Service alternatives were prepared and reviewed through a public meeting process. Andrew completed the multimodal service plan for this study. As a follow up to this study, the transit recommendations were further designed, and a detailed implementation plan was written. Remix software was used to develop alternative routes and schedules and evaluate their relative efficiency and effectiveness. The final report included recommendations for new routings, created schedules, determined stop locations and ultimately decided on destination signs. Andrew was the project manager in charge of all aspects of implementing the local route changes for this second phase of the plan.

METS Comprehensive Operational Analysis, Evansville, IN
Transit planner for TranSystems as part of a team to provide the assessment of the existing fleet and facilities status for the METS system. This analysis included identifying the number of buses, average age of buses and general conditions in comparison to peer systems. In addition, TranSystems was asked to review and evaluate the current transfer stations based on the recommendation of the future route network. Additionally, the recommendations included appropriate policies to be followed in ongoing capital improvements of METS facilities as well as the expansion and replacement of the fleet.

TDOT Group Transit Asset Management Plan, Nashville Tennessee
Transit planner for the Tennessee Department of Transportation (TDOT)'s Group TAM Plan for their 11 (5311) agencies. Andrew conducted the facility assessments and helped write the TAM Plan. Tasks included developing decision support tools; assessing the rolling stock data by Useful Life and Useful Mileage thresholds; conducting a condition assessment of applicable facilities; assisting in NTD reporting; developing a TAM and SGR policy; coordinating with rural transit providers on data collection efforts; and preparing the TAM Plan report. The TAM Plan followed FTA guidelines.

Sarah Frost, AICP
Planner



Sarah leads the Kansas City Program Management team and is a transportation and environmental planner with 19 years of experience in transit system analysis, land use planning, site design, transit feasibility analysis, and development. Her primary expertise involves planning studies, including socio-economic analysis for various types of transportation and community development projects such as transit facilities, intermodal facilities, freight plans, transportation master plans, and economic development studies.

Sarah is an experienced project manager who has led various planning projects. Sarah utilizes her strong communication skills to ensure that projects meet project sponsor and stakeholder needs. Sarah has a great understanding of traffic impact analysis, including access modification studies and capacity analysis.

Education
Master of Urban Planning and Environmental Land Use, University of Kansas
BA, History, University of Kansas, 2003

Certifications
Certified Planner
Introduction to NEPA and Transportation Decision making
Putting Policy Into Practice

Affiliations & Memberships
American Planning Association
American Public Transit Association

Years of Experience
19

Years with Firm
18

Joplin Transit System Analysis, Joplin, MO
Sarah was the project manager on this study which provided evaluation and service recommendations for Joplin's fixed route service including route design, scheduling/operations, a comprehensive Transit Service Analysis (TSA) and short, medium, and long range service plans for the Sunshine Lamp Trolley deviated fixed routes, MAPS Transit demand response bus system, and related public transit services.

KCATA Project Management Consulting Services On-Call, Kansas City Metro
Sarah is serving as TranSytems' project manager for KCATA's e project management on-call consultant (PMOC) which assists with developing a comprehensive project management system by building upon existing standards and procedures and assuring compliance with FTA project procurement and management requirements. This five-year on-call contract will primarily support design and construction projects on the administration and storage buildings within the KCATA campus. As part of this project, the consultant team will plan for and ensure that KCATA's day-to-day operations are not impacted.

KCATA On-Call Planning, Kansas City, MO
Sarah is serving as the Project Manager and Planner for a five-year on-call planning service agreement with the Kansas City Area Transportation Authority (KCATA). The TranSystems team supports KCATA with planning and preparing for future growth, and changes in ridership needs. The team provides KCATA with on-call planning services for transit operations, management planning, capital projects and planning-level engineering services to further KCATA's mission.

KDOT Transit Access, Innovation and Collaboration Program, Statewide, Kansas
Sarah is serving as the project manager as TranSystems is assists KDOT with managing their call for eligible projects including facilities, the project selection process, and project implementation to ensure projects follow FTA regulations. As part of the process TranSystems planning and environmental staff performs alternatives

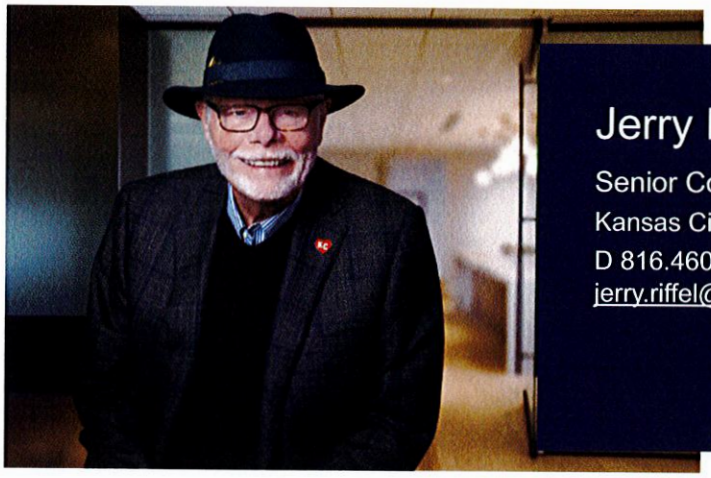
analysis, NEPA documentation as well as Phase I and II ESA's for the facility projects. TranSystems is also managing the procurement process for facility design and construction. The team works with KDOT to host regional and virtual workshops to explain the requirements for the program and assist agencies in applying for the grant money to fund their projects.

Regional Feasibility Studies, OATS, Inc., Statewide, Missouri
OATS, Inc. is a private not-for-profit transportation service provider of personalized advance reservation and demand response transportation services. TranSystems conducted new facility and site location feasibility studies for their Northeast, West, and Southwest regions. Sarah served as the lead planner in conducting the feasibility studies and overseeing the environmental analyses for the three transit regions. The studies recommended potential site locations and building programs sufficient to meet the funding requirements of the Federal Transit Administration and Missouri Department of Transportation.

Transit Plan Update, Manhattan, KS
Planner. The City of Manhattan partnered with the Kansas Department of Transportation to update their Transit Implementation Plan. The purpose of this planning effort was to review the feasibility of citywide transit and to determine the best approach for developing, financing and managing the service. The process engages local partners such as Riley County, Kansas State University, Fort Riley and The Riley County Area Transportation Agency. These partners guided the process to develop options for the transit plan update. Sarah's role in this plan was to analyze the transit market and systems in order to formulate a final plan. She also assisted in preparing materials for the stakeholders and for public meetings conducted to receive public input during the plan process.

Transit Studies, Leavenworth, and Southwest Johnson County (KS)
Sarah led the TranSystems team on this MARC Planning Sustainable Places project with the KCATA, City of Leavenworth and Johnson County. KCATA identified two areas with limited existing transit service but growing need for connections to jobs and activity centers: 1) the City of Leavenworth and surrounding areas of Leavenworth County; 2) The Southwest Johnson County area including the growing jobs centers in Gardner and Edgerton. These two areas were reviewed independently which resulted in recommendations that included additional fixed route service to distribution and manufacturing centers in Johnson County as well as intracity bus service within Leavenworth.

Lathrop GPM



Jerry D. Riffel

Senior Counsel
Kansas City
D 816.460.5712
jerry.riffel@lathropgpm.com

Jerry Riffel focuses his practice on real estate and development matters. He has a broad background and experience in economic development incentives, Chapter 353 (Urban Redevelopment), land clearance, special business districts, Tax Increment Financing and all aspects of land use planning.

Jerry has a strong background working with transportation authorities and related agencies. For example, Kansas City Area Transportation Authority ("KCATA"), a bi-state agency charged with serving the transportation and development needs of the Kansas City region, is a longtime client of Lathrop GPM. Jerry has represented the KCATA on a wide variety of contract, sovereign immunity, governance, policy, legislative and inter-governmental issues that require specialty legal expertise and a broad knowledge of the governmental process in the region and in Kansas and Missouri.

Jerry has partnered with KCATA staff on creating a policy and legal framework for transportation-oriented development and the traditional areas of legal services. Jerry has also grown with the KCATA during the 21st Century by providing a range of legal services that began with a bus company and is now becoming a regional force in transit with many components including Zero Fare Transit, flexible modes and routes, and the creation of transportation-oriented development. Examples of projects that Jerry has assisted the KCATA with include:

- Provided legal services on a variety of Transportation Oriented Policies for the KCATA. We serve as counsel for RideKC Development Corporation ("RideKC") and we were instrumental in the development of legal strategies that made possible the ownership and operation of the Country Club Right of Way and the initial thrust for transportation oriented development five years ago before being sold. Jerry was asked to assist staff on the formation and the implementation of the START Policy. This partnership, which has created projects and has impacted our transit corridors, is a key element of the future of transit in the region and throughout the District. The role of TOD in the region would be furthered by the participation of Lathrop GPM in the use of TOD remedies and strategies that include START, Conduit Bond Financing, Transportation Development Districts and Community Improvement Districts. Lathrop GPM's related experience includes, for example, the creation and current representation of five Community Improvement Districts in the Kansas City and St. Louis regions. We continue to represent Ride KC Development Corporation on TOD projects.

- Assisted the KCATA with respect to the partnership with Jackson County, Missouri for the acquisition and development of 17.7 miles of the former Rock Island Railroad line spanning portions of Kansas City, Raytown and Lee's Summit. This matter included:

    - Negotiating with Jackson County to develop a cooperative approach to the acquisition, funding and development of the Rock Island Railroad Corridor.

    - Researching federal and state law regarding railroad rights of way, including formal procedures with the Surface Transportation Board, abandonment of railroad rights of way, obligations of common carriers under federal law, effect of STB jurisdiction on underlying title to the Rock Island Railroad Corridor, and ongoing protection of title offered by continuing STB jurisdiction.

    - Negotiating with Jackson County to develop a management and maintenance plan for the Rock Island Railroad Corridor, including the ongoing responsibilities of each KCATA and Jackson County with respect

to the Corridor, sharing of operating costs and insurance, formation of a Joint Rock Island Committee, and the interaction and role of the Rock Island Rail Corridor Authority.

  - Negotiating and drafting a Transit Oriented Development Agreement with Jackson County, detailing each parties' role in the creation, execution and ongoing operation of Transit Oriented Development projects in and around the Rock Island Rail Corridor

  - Developing a strategy for implementation and funding of transportation oriented development projects, including potential partnership with the Port Authorities of Kansas City and Jackson County and the use of Community Improvement Districts and/or a Transportation Development District.

- Lathrop GPM represented the KCATA on this important project, which produces transportation oriented development with transit connections to the Palestine Development Corporation's planned expansion of its senior housing complex on Prospect Avenue north of 35th Street. The KCATA is investing $500,000 in new transit improvements serving the Prospect BRT route and the new development. The KCATA is partnering with the City, which is providing reimbursement monies for the costs of acquiring five properties that include a planned convenience/liquor store.

- Jerry and the Lathrop GPM have been assisting the KCATA with the construction of an innovation center with research facilities for transportation and design. These tasks include issuing RFPs to potential developers, completing development agreements and due diligence as well as drafting a recent Letter of Intent with a major developer of affordable housing. The importance of this long-term experience is clear in our recent legal services for the $38,000,000 Prospect Avenue Bus Rapid Transit project and the new Omnibus Transit Center at 12th & Charlotte. Lathrop GPM made possible the acquisition of that property through negotiation with a very difficult owner in part through our connections with key downtown landowners and developers. Lathrop GPM understood the economic and transit advantages of the KCATA's strategic decision to choose this site for its transit center and transportation-oriented development.

- Representing the KCATA on acquiring an abandoned K-Mart site on Vivion Road and Chouteau Trafficway. RideKC Development Corporation is working with the City, the NNI Community Development Corporation, and Northland Neighborhoods to create a mixed-use development the includes a Park & Ride, transit improvements connecting the airport to downtown, a potential transportation training center, and transportation oriented development with planned commercial and housing facilities.

Credentials

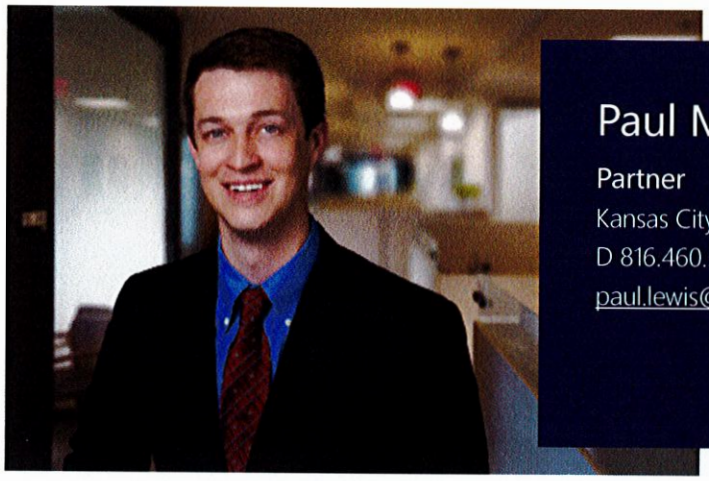
Education

- University of Kansas School of Law, J.D.
- University of Kansas, B.A., Political Science

Bar Admissions

- Missouri

Lathrop GPM



Paul McKie Lewis

Partner

Kansas City

D 816.460.5306

paul.lewis@lathropgpm.com

Paul describes himself as a "no nonsense, straightforward deal guy," who "helps clients to close their deals." According to clients and colleagues, he is easy to work with and gets right down to business. He's known for speaking in business terms, being creative and for simplifying the process for clients. According to one client, "Paul's work is great, and he turns things around fast."

Paul Lewis, a real estate lawyer who represents major corporations and individuals, is a partner in Lathrop GPM's Business Transactions group. He provides crucial advice on complicated real estate transactions, especially work emanating from mergers and acquisitions and municipal real estate work.

Paul helps clients navigate the intricate world of corporate real estate transactions. He offers thoughtful legal counsel that can help clients to avoid costly missteps and preempt legal issues before they arise. When drafting or reviewing deals, Paul works to ensure that transactions adhere to regulatory compliance and are negotiate on favorable terms. He also collaborates with other Lathrop GPM counsel on tax and other legal implications. Paul plays a pivotal role in mitigating risks, safeguarding corporate interests and promoting a smooth, successful real estate transaction.

Clients rely on Paul to help close their deals and know that he will find "creative structures to transactions," and creative ways to solve problems. He particularly enjoys working with clients who have multiple real estate transactions during the year so he can help to simplify the process to get the client a favorable result while avoiding any pitfalls.

Paul has been an instrumental part of transportation authority project. Examples of the projects include:

- Assisting the KCATA with the preservation of the Country Club Right-of-Way, which includes its original acquisition, title disputes, transportation-oriented development, public private partnerships, and transportation facilities development. The firm handled all aspects of the conveyance of the right-of-way to the City of Kansas City, which made the Main Street Extension of the Streetcar possible. Lathrop GPM's advocacy helped preserve title under very difficult circumstances over a long period of time.
- Worked alongside Jerry Riffel in assisting the KCATA with respect to the partnership with Jackson County, Missouri for the acquisition and development of 17.7 miles of the former Rock Island Railroad line.
- Assisted the KCATA on an important project, which produces transportation-oriented development with transit connections to the Palestine Development Corporation's planned expansion of its senior housing complex on Prospect Avenue north of 35th Street. The KCATA is investing $500,000 in new transit improvements serving the Prospect BRT route and the new development. The KCATA is partnering with the City, which is providing reimbursement monies for the costs of acquiring five properties that include a planned convenience/liquor store.

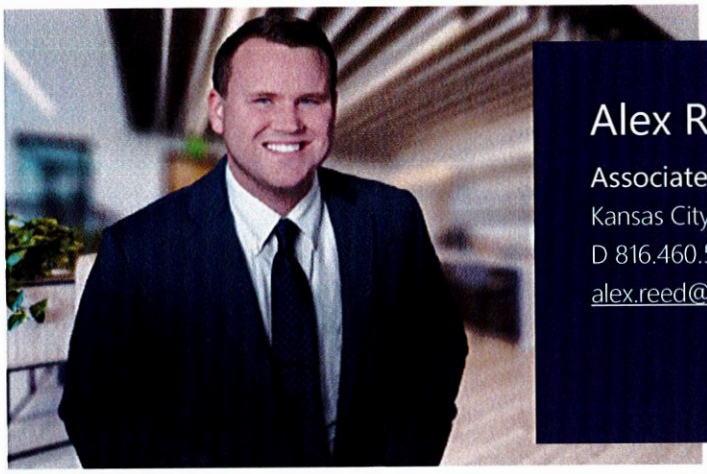
Education

- University of Missouri-Kansas City School of Law, LL.M., Taxation, 2011
- University of Missouri-Kansas City School of Law, J.D., 2010

Bar Admissions

- Kansas
- Missouri

Lathrop GPM



Alex Reed

Associate
Kansas City
D 816.460.5539
alex.reed@lathropgpm.com

Alex is an associate practicing in the Business Transactions Practice Group, with a focus on mergers and acquisitions, general corporate and business law, real estate and development. Alex counsels businesses on legal issues throughout the life of a business, from entity formation and governance to mergers and acquisitions, and across all facets of real estate transactions.

Alex has experience with contract drafting and negotiations, conducting the due diligence process, pre-transaction restructuring and the drafting of a wide range of ancillary documentation. In his real estate practice, Alex has assisted clients with various acquisition and development issues, including the formation and governance of Community Improvement Districts, Transportation Development Districts, negotiating development incentives with local municipalities and all aspects of land use planning.

Prior to joining Lathrop GPM, Alex was a corporate accountant for a large multi-national company in Wichita, Kansas, giving him a deep understanding of a company's internal business operations. During law school, Alex was an active participant and continues to be active in the Transactional Law program, and he was awarded the Robert E. Edmonds Award in Corporation & Securities Law.

Credentials

Education

- University of Kansas School of Law, J.D., 2022
- Kansas State University, B.A., Accounting and Finance, 2018

Bar Admissions

- Missouri

Blaine Alexander Cherry

850-567-1279 • Tallahassee, FL • blaineacherry@gmail.com

EXPERIENCE

Member & Director of Research 2014 - Present

Cherry Communications | Tallahassee, FL

- Oversee survey creation & editing, phone interviews, and data weighting & reporting for 100 - 200 annual live agent phone polls
- Coordinate with a nationwide clientele ranging from Fortune 500 companies to statewide associations to individual candidates
- Identify, hire, train, and evaluate more than 50 part-time Survey Interviewers annually
- Experienced in entirety of business ownership elements including legal compliance & contracts, financial budgeting & reporting, and taxation

Key Accomplishments:

- Spearheaded the transition of an in-person workforce to remote in under two weeks as part of a Covid-19 response
- Identified the potential annual rent savings of 58%, increased employee satisfaction, and hiring advantages of a permanently remote workforce
- Expanded client offerings to alternative respondent contact methods, including web and text
- Developed a quota system for automatically extracting and tabulating respondents, reducing employee labor hours needed for completing polls

Senior Investigative Fellow 2012-2014

The Government Accountability Institute | Arlington, VA & Tallahassee, FL

- Established the Arlington, VA office for the Tallahassee based non-profit, including the hiring, training, and management of new staff
- Identified new leads and investigations through business holdings, financial interests, personal and familial connections, public records, and other primary sources
- Provided research for groundbreaking investigative reports and stories appearing in outlets which include Fortune, The Daily Beast, Investor's Business Daily, and Fox News

Research Analyst 2011 - 2012

Florida TaxWatch | Tallahassee, FL

- Developed methodologies, conducted research, analyzed data, and wrote numerous published reports on Florida state and local governments, including education funding, municipal budgeting, and corporate incentive programs
- Supported the creation of the Government Cost Savings Task Force final report, an annual review of the state budget that identified $4 billion in savings for Florida taxpayers in areas such as Medicaid, procurement, and pension reform

EDUCATION

Florida State University | Master of Business Administration Expected 2024

Koch Associate Program | Graduate 2012 - 2013

Stetson University | Bachelor of Business Administration in Finance 2006 - 2010

- Member, Roland George Investments Program 2009 - 2010
- Senator, Student Government Association 2006 - 2009
- Delta Sigma Phi Fraternity

TransPro
Driving Excellence

FORMS



THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION

#2024-RFP-11

Company TransPro Consulting, LLC

Address 11935 Pasco Trails Blvd., Spring Hill, Florida 34610

Contact Person Mark Aesch

Telephone Number 888-703-9554 ext 1

Email Mark.Aesch@TransProConsulting.com

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

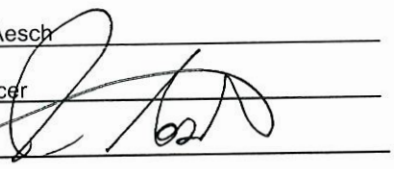
Submitted and certified this 3rd day of October, 2024.

BY:

Signature Date: October 3, 2024

Name (Printed): Mark Aesch

Title: Chief Executive Officer

Signature: 

CITY OF JOPLIN
AoPP Transit
OVERALL SCORE
10/18/2024

VENDOR NAME	STAFF 1 SCORE	STAFF 2 SCORE	STAFF 3 SCORE	STAFF 4 SCORE	OVERALL SCORE
Olsson	80	95	68	69	312
TransPro	83	76	78	83	320

AGREEMENT
FOR CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2024, by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, hereinafter referred to as "City," and _____, hereinafter referred to as "Consultant," and with City and Consultant being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, City desires to retain a professional Consultant to provide services as described in City's Request for Proposals for Planning Services of the Joplin Transit Program #2024-RFP-11, Areas of Persistent Poverty (AoPP) Program Funded by the Federal Transit Authority (FTA), attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Consultant desires to provide professional services pursuant to the terms of this agreement, as described in Consultant's Bid Proposal Summary, 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 as described in the Formal Bid Tabulation Form; attached hereto and incorporated by reference as Exhibit C.

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

1. Scope of Work and Payment.

a. City agrees to engage Consultant for performance, and Consultant agrees to perform, the scope of services, duties and responsibilities described in Exhibits A and B within the time specified therein.

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 Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859.52).

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.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Consultant is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Consultant is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

17. Insurance. Consultant shall maintain for itself general liability, automobile liability, workers' compensation, fidelity bond, and errors and omissions insurance coverage, as may be customary in the industry, but in no event, less than the limits required by law.

18. Intellectual Property. Any information, know-how, data, results, inventions, and any associated intellectual property, that is made, discovered, created, invented, or generated by Consultant in any activities or work under this Agreement shall be owned by City.

19. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

20. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Consultant at the addresses as follows:

City of Joplin, Missouri _____
ATTN: LEGAL, Peter Edwards _____
602 S. Main St. _____
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.

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

22. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

23. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

24. Termination. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner Consultant's obligations under this contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this contract, City shall thereupon have the right to terminate this contract by giving written notice to Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. City may, without cause, terminate this contract upon thirty (30) day's prior written notice. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant shall, at the option of City, become its property. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, Consultant shall not be relieved of liability to City for damages sustained by City by virtue of any such breach of the contract by Consultant.

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

26. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, if this contract exceeds the amount of $5,000.00 and Consultant is associated with a business entity, Consultant shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Consultant must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

27. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the date first above written.

CITY OF JOPLIN, MISSOURI

_____ _____

Nick Edwards, City Manager By:

ATTEST:_____ Holly Nagy, City Clerk

Federal Professional Services/A&E Contract Clauses

Contracts $100,000 or greater

Debarment, Suspension, Ineligibility and Voluntary Exclusion- The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

A. Debarred from participation in any federally assisted Award
B. Suspended from participation in any federally assisted Award
C. Proposed for debarment from participation in any federally assisted Award
D. Declared ineligible to participate in any federally assisted Award
E. Voluntarily excluded from participation in any federally assisted Award; or
F. Disqualified from participation in any federally assisted Award.

Energy Conservation- The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records- The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Fraud and False or Fraudulent Statements or Related Acts- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the

Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above tow clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Federal Changes- Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity

The City of Joplin is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination in Federal Public Transportation Programs- In accordance with Federal transit law 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex-In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 2000e seq., and Federal transit laws at 49 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, 42 U.S.C. 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA

may issue.

Age-In accordance with the Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634,U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities-In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. 4151 et seq., and Federal transit law at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Incorporation of Federal Transit Administration (FTA) Terms- The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Joplin requests which would cause City of Joplin to be in violation of the FTA terms and conditions.

No Obligation by the Federal Government:

(1) The City of Joplin and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Joplin, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Termination Provisions:

(1) If contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the City of Joplin may, by written notice to contractor, terminate the rights to proceed with the work (or the separable part of the work) that has been delayed. In this event, the City of Joplin may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The contractor and its sureties shall be liable for any damage to the City of Joplin resulting from contractor's failure or refusal to

complete the work within the specified time, whether or not contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Joplin in completing the work.

(2) Contractor's right to proceed shall not be terminated nor contractor charged with damages under this clause if:
   (A) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of contractor. Examples of such cause include (i)Acts of God or of the public enemy, (ii) Acts of the City of Joplin in either its governmental or contractual capacity, (iii) Acts of another Contractor in the performance of a contract with the City of Joplin, (iv) strikes, (v) freight embargoes, (vi) unusually severe weather, or (vii) delays of subcontractors or suppliers on any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both contractor and the subcontractors or suppliers; and
   (B) Contractor, promptly following the beginning of any delay (unless extended by the City of Joplin), notifies the City of Joplin orally and followed up in writing in the causes of delay. If, in the judgment of the City of Joplin, the findings of fact warrant such action, the time for completion the work shall be extended. The findings of the Director of Public Works shall be final and conclusive

(3) The rights and remedies of the City of Joplin in this clause are in addition to any other rights and remedies provided by law or under this agreement.

(4) The City of Joplin, by written notice, may terminate this contract in whole or in part, when it is in the City's interest. If this contract is terminated, the City of Joplin shall be liable only for payment under the payment provisions of the contract for services rendered before the effective date of termination. If reasons beyond the control of the City of Joplin (such as reduction in funding appropriation) so dictate, the City of Joplin may cancel this contract for convenience upon thirty (30) days written notice to contractor. Upon such termination, any materials, supplies or equipment for which the City of Joplin pays will be delivered to the City of Joplin. Additionally, the City of Joplin retains the right to cancel the contract for convenience in the event that contractor or its agents behave in any manner detrimental for the security of the City of Joplin personnel or property. In the even of any such termination for convenience, the City of Joplin shall pay to contractor reasonable expense of termination including costs associated with the early termination of any leases and employee termination expenses.

(5) Contractor may terminate this agreement in the event that the City of Joplin fails to pay the agreed compensation, outlined elsewhere in this agreement. In the event that contractor determines that termination is necessary, Contractor shall provide the City of Joplin with written notice of their intentions thirty (30) days prior to termination.

Privacy Act- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The Contractor also agrees to include these requirements in each subcontract to administer and system of records on behalf of the Federal Government financed in whole or in part with Federal

assistance provided by FTA.

Disadvantaged Business Enterprises (DBEs):-The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, prime contractors are to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

Seat Belt Use- The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City of Joplin.

Distracted Driving- The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Prohibition on Certain Telecommunications Equipment- The Contractor is prohibited to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

The Contractor also agrees to include these requirements, the contract clauses listed in Exhibit C, in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized Official

_____Date

.

Certification Regarding Lobbying

The undersigned (Contractor) certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of te undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L 104-65, to be codified at 2 U.S.C. 1601, et seq.)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and nor more than $100,000 for each such failure.

Note: Pursuant to 31 U.S.C. 1352©(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or emend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if an.

_____Signature of Contractor's Authorized Official

_____Name and Title of Authorized

Official Date_____

COUNCIL BILL NO. 2024-150 **ORDINANCE NO**

AN ORDINANCE approving a consultation agreement with TransPro Consulting LLC. in the not to exceed amount of Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859,52) to provide evaluation, planning and implementation services and the feasibility of a regional transportation authority for the City of Joplin Transit system. and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the said consultation agreement by and between the City of Joplin and TransPro Consulting LLC. in the not to exceed amount of Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859,52) , for planning and implementation services associated with the AoPP Grant Project on behalf of the City of Joplin; a true and accurate copy of said consultation 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 consultation agreement, or consultation agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached consultation agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid out of the Infrastructure Fund.

Section 4. That this Council Bill shall have an effective date of November 19, 2024.

Passed by the Council of the City of Joplin, Missouri, this _____day of

_____, 2024 by a _____vote.

ATTEST: _____
Keenan T. Cortez, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCILBILL 2024-150 **ORDINANCE NO**

I hereby certify that a sufficient amount is available in the FY 2025 Budget in the Infrastructure Fund to pay the amounts called for through this consultation agreement.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-284 – Rezoning

MEETING DATE:
November 4, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 030-24: 2517 E 20th St – Rezoning – A request to rezone from R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development) – Rapha House International

BACKGROUND:

The applicant, Rapha House International, purchased the church building West of this location in 2023. The church was rezoned in April of 2023.

Now, they seek to purchase the rest of the property, which will include the church office building (2517 E 20th). They wish to rezone this part to be consistent with the rest of their site and permit their use by right.

All of the properties with 20th St frontage on this block are zoned C-1 PD or higher. This request is compatible with the area and will bring this property into conformity with the surrounding area.

This property is identified as future retail commercial in the Comprehensive Plan. This property is also located on the 20th Street Corridor, which is identified as a Multi-Use Residential-Commercial-Office Development. This area is reserved for low and high density residential, retail-commercial, and office/institutional uses.

PLANNING & ZONING COMMISSION TESTIMONY:

Brandon Freed spoke on behalf of Rapha House International. Mr. Freed stated the reason for the rezoning request is because they had rezoned the property last year when they purchased half of the property, and they purchased the remaining property recently. Mr. Freed stated that they would like to have the property rezoned to the same as the other half of the property.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2024-284
Planning & Zoning Commission recommends approving Case 030-24 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 030-24: REZONING

2517 E 20th St – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial- Planned District) – Rapha House International

Mr. Kimble asked if the applicant would come forward and state their name and address for the record.

Brandon Freed of 712 S Main St. Joplin, Missouri presented the case on behalf of Rapha House International.

Mr. Freed stated the reason for the rezoning request is because they had rezoned the property last year when they purchased half of the property, and they purchased the remaining property recently. Mr. Freed stated that they would like to have the property rezoned to the same as the other half of the property.

Mr. Kimble asked the commission if they had any questions for the applicant.

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

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

Mr. Kimble opened the floor to the commission for a motion of this case.

MR. LANDIS MADE A MOTION TO APPROVE CASE 030-24. MS. WARREN SECONDED THIS MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY, 0 ABSENT)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 030-24 A request to rezone from District R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned Development)

LOCATION 2517 E 20th St

APPLICANT Rapha House International

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Church Office	Approximately 1 Acre

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1 & C-1 PD	R-1	C-1 PD
Land Use	Single-Family Home	Vacant	Church	Office

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 20th St	Arterial	80′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes, this property is identified as future retail commercial in the Comprehensive Plan. This property is also located on the 20th Street Corridor, which is identified as a Multi-Use Residential-Commercial-Office Development. This area is reserved for low and high density residential, retail-commercial, and office/institutional uses.

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

The site was previously a church office. It has been developed to non-residential standards, is located with frontage on an 80′ wide arterial street, and is adjacent on both sides to commercial real estate. This property is not suitable for single-family residential development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

All of the properties with 20th St frontage on this block are zoned C-1 PD or higher. This request is compatible with the area and will bring this property into conformity with the surrounding area.

DISCUSSION

The applicant, Rapha House International, purchased the church building West of this location in 2023. The church was rezoned in April of 2023.

Now, they seek to purchase the rest of the property, which will include the church office building (2517 E 20th). They wish to rezone this part to be consistent with the rest of their site and permit their use by right.

Staff recommends approval of Case 030-24.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 030-24
Filing Fee: $600.00
Received: 8/14/24
Date Advertised:
Proj. No.: 24-098
Public Hearing Date: 10/14/24 @ 4 pm
11/4/24 @ 6 pm

Applicant: Rapha House International Phone No.: 417-621-0373

Address: PO BOX 1569 Joplin, MO 64802 Email: bfreed@rapha.org

Owner: Rapha House International Phone No.: 417-621-0373

Address: 2517 East 20th Street Joplin, MO 64804 Email: bfreed@rapha.org

Location of Property: 2517 East 20th Street Joplin, MO 64804

Present Use of Property: Unoccupied former church offices

Proposed Use of Property: Professional Office Space

Current Zoning: R1 Requested Zoning: C-1-PD

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Residential	R-1
South	Residential	R-1
East	Commercial	C-1-PD
West	Commercial	C-1-PD, C-3-PD

Character of the Neighborhood: 20th Street corridor has been improved following the tornado in 2011 the majority of the lots on the North side of 20th have already been rezoned for commercial use.

Relationship to Existing Zoning Pattern:

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

If yes, explain: Because of the former owner being a church, the lot was never converted from residential to commercial. The new zoning will allow Rapha to use this building for commercial office space.

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: 20th Street

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.
☑	☐	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.
☐ NA	☐	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:** 8-13-24

RAPHA
INTERNATIONAL

RAPHA.ORG
417.621.0373
PO BOX 1569 JOPLIN, MO 64802

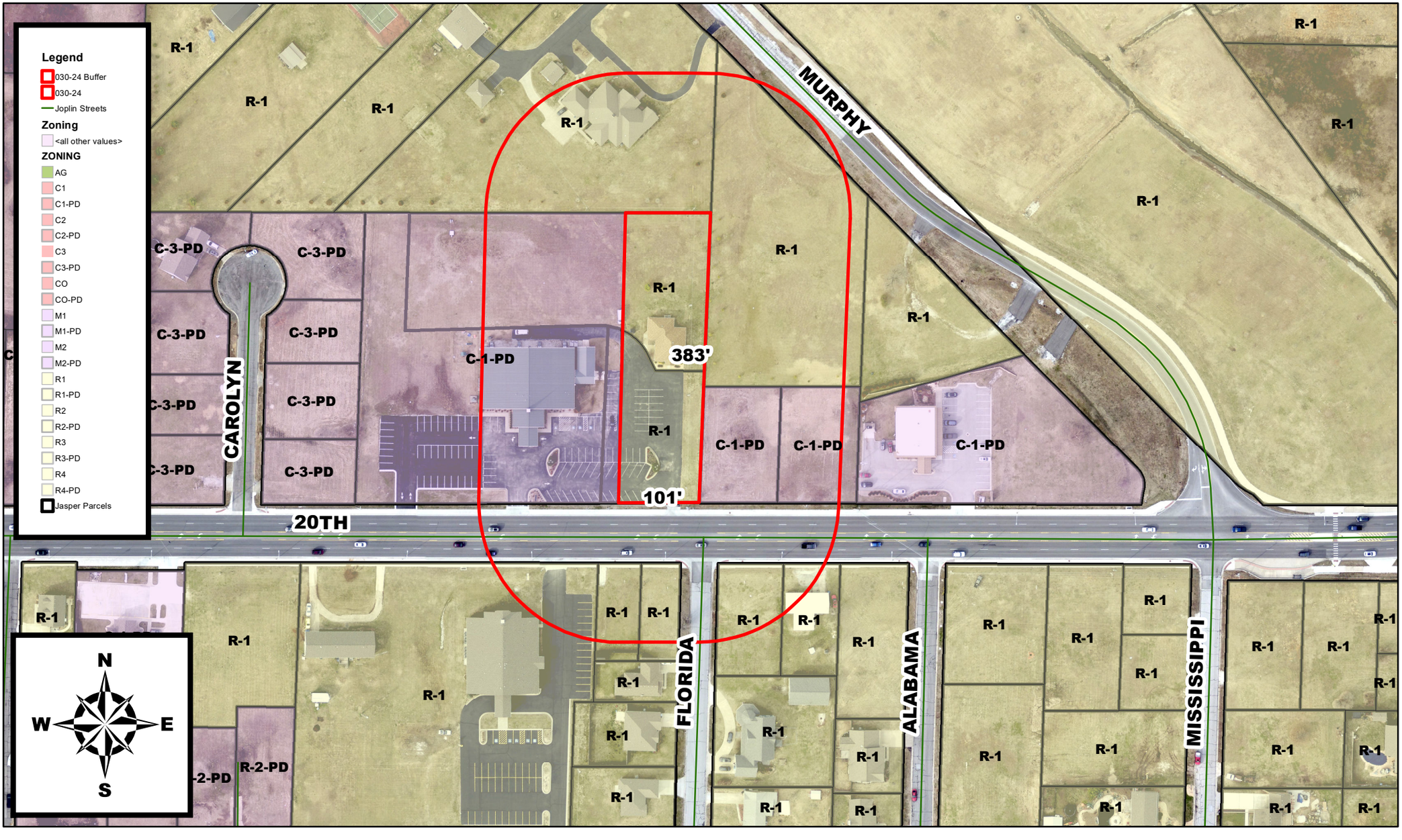
Rapha International requests that the property located at 2517 E 20th Street Joplin, MO 64804 be rezoned from Residential (R1) to Commercial (C-1-PD).

The rezoning will allow Rapha International to consolidate our existing property at 2501 E 20th Street with this parcel and have them both zoned appropriately for commercial use. As this property already shares the existing parking lot with our current building, it will allow appropriate use for whatever we decide to do in the future. Rapha has not made a decision on whether to use the existing office building for their own administrative use or to rent this building out for another professional office space.

As 20th street is a major east-west arterial road and is already a four-lane roadway, we do not see any problems with additional traffic at this location. The properties along this corridor are mostly already rezoned for commercial use, so this rezoning will align with the current use of the surrounding properties.

Rapha believes that this rezoning will be a benefit to the citizens of the Joplin community, by allowing easier access to our counseling services in the remodeled building adjacent to this parcel.

Case 030-24: Rezoning



2517 E 20th St – Rezoning – A request to rezone from Distirct R-1 (Single-Family Residential) to District C-1 PD (Neighborhood Commercial – Planned District) – Rapha House International

P & Z Case 030-24
Rapha House International
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2024-284 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District C-1 PD (Neighborhood Commercial – Planned Development) property as described below and located at 2517 E 20th St.

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

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

ALL OF THE EAST 101.50 FEET OF LOT NUMBERED ONE HUNDRED TEN (110) IN BANKER'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR 20TH STREET.

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-285 – Easement Vacation

MEETING DATE:
November 4, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 031-24: 1403 E Valley St – Easement Vacation – A request to vacate part of a utility easement – Ledford Construction

BACKGROUND:

The requested easement vacation lies within a portion of a vacated street known as Comingo Avenue. This street was vacated in Ordinance No. 27115. A utility savings clause was established to protect easements, so only the right-of-way was impacted.

Ledford Construction wishes to build a house in part of the vacated street. They are requesting to vacate the easements for the portion of the street where there are currently no utilities.

PLANNING & ZONING COMMISSION TESTIMONY:

Tyler Ledford of 2806 Arizona suite C, Joplin, Missouri presented the case on behalf of Ledford Construction.

Mr. Ledford stated Ledford Construction wants to partially vacate the easement for the purpose of constructing a single-family home on the property.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2024-285
Planning & Zoning Commission recommends approving Case 031-24 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 031-24: EASEMENT VACATION

1403 E Valley St- Easement Vacation- A request to vacate part of a utility easement- Ledford Construction

Mr. Kimble asked if the applicant could come forward and state their name and address for the record.

Tyler Ledford of 2806 Arizona suite C, Joplin, Missouri presented the case on behalf of Ledford Construction.

Mr. Ledford stated Ledford Construction wants to partially vacate the easement for the purpose of constructing a single-family home on the property.

Mr. Kimble asked if the commission had any questions for the applicant.

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

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

Mr. Kimble opened the floor to the commission for a motion of this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 031-24. MR. SPRUCE SECONDED THIS MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY, 0 ABSENT)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 031-24 A request to vacate part of a utility easement

APPLICANT Ledford Construction

REPRESENTATIVE Ledford Construction

LOCATION 1403 E Valley St

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Vacated Street	Approximately 15′X85′

REASON FOR VACATION

The applicant, Ledford Construction, needs this space to build a single-family home.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are existing utilities in the easement. The applicant is only requesting to vacate the portion of the easement that does not have any utilities located within it.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

Sparklight and Liberty have interests in the easement. They have waived objections, as the portion of the easement requested to be vacated does not contain/impact their overhead electric line.

DISCUSSION

The requested easement vacation lies within a portion of a vacated street known as Comingo Avenue. This street was vacated in Ordinance No. 27115. A utility savings clause was established to protect easements, so only the right-of-way was impacted.

Ledford Construction wishes to build a house in part of the vacated street. They are requesting to vacate the easements for the portion of the street where there are currently no utilities.

Staff recommends approving Case 031-24.

ENCLOSURES

- Application
- Map

Vacation of Streets or Easements Application

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

Office Use Only
Case No.: 031-24
Filing Fee: $600.00
Received: 8/14/24
Date Advertised: _____
Proj. No.: 24-099
Public Hearing Date: 10/14/24 @4
11/4/24 @6

Applicant: Ledford Construction and Development, LLC Phone No.: 4178502584

Address: 2806 Arizona Ave Suite C, Joplin, MO 64804 Email: tyler@ledfordconstructioncompany.com

Owner: Ledford Construction and Development, LLC Phone No.: 4178502584

Address: 1403 Valley St. Joplin, MO 64801 Email: tyler@ledfordconstructioncompany.com

Location of Street or Easement: Northeast lot where Comingo Ave (vacated) meets Valley St

Type of Vacation: Street Easement Alley Plat

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

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

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

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

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

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

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

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

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

Signature: Tyler Ledford **Date:** 8/14/24

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

Be it known that Ledford Construction and Development, LLC, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* Our portion of the easement known as Comingo Ave. (25ft) to be partially vacated. This would include, what is shown on the provided certified plot plan, the portion starting on the east side of the the easement going west where we wish to put the future home.

Located at: Northeast lot where Comingo Ave (vacated) meets Valley St

For the following purpose: The only existing utility known to be using this vacated easement is Liberty Utilities. It is possible that other utilities companies may have future plans with this easement. That being said, we are only requesting 11.78' (south end) and 15.9 (north end) of the east side of the what now is a 50' easement (our 25' and the neighbor to the west's 25'). We are currently meeting the 10' requirement off of liberty's power line as shown in the certified plot plan. We kindly ask every utility company receiving this vacation request to grant us the space needed for a future resident.

For Utility Use:

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

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

     _____

     _____

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

     _____

     _____

     _____

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

Gene Lollis
Authorized Representative

8/12/2024
Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

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

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

Matthew A. Jones Director of Operations — 8-14-2024

Authorized Representative — Date

Missouri American Water Co.

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

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For Utility Use:

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

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

   ☒ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☒ Retain utility easement and protect facilities
   ☐ Relocate facilities
   ☐ Other: Liberty agrees to vacate based upon the drawings attached preserving a 10 ft utility easement.

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

Jeffrey R Lahr — 8-8-24

Authorized Representative — Date

Liberty Utilities

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

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

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

_____ 8/14/24
Authorized Representative — Date

Spar k light
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

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

   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☒ Retain utility easement and protect facilities
   ☐ Relocate facilities
   ☐ Other: Spoke w Tyler, work should not impact our overhead line

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

[signature] 8/12/24
Authorized Representative Date

Sparklight
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

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

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

Alex Sammet (Aug 7, 2024 08:16 CDT)
Authorized Representative

08/07/2024
Date

Spire
Name of Utility

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

8/5/24

Ledford Construction and Development, LLC

Re: Request to vacate the utility easement at 1403 Valley St, Joplin, MO that was retained in previous vacation of Comingo Ave via Ordinance NO. 27115 in 1974.

Vacation: Request to vacate the utility easement that was retained in previous vacation of Comingo Ave via Ordianace No. 27115 in 1974 as shown in black shaded area on the attached drawing.

Ledford Construction and Development, LLC,

In response to your letter relative to the above referenced request to vacate part of the utility easement at 1403 Valley St in Joplin, MO that was retained when Comingo Ave was vacated in 1974.

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

Sincerely,

Alex Sammet (Aug 7, 2024 08:16 CDT)

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

TJF:MRS
cc: tyler@ledfordconstructioncompany.com

Engineering Dept. Approval: JMA

System Planning Approval: PAC

Signature: Jose Arellano

Email: jose.arellano@spireenergy.com

Signature: Phil Cellitti
Phil Cellitti (Aug 7, 2024 08:14 CDT)

Email: phil.cellitti@spireenergy.com

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

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

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

Chris Parker - Civil Engineer 2 — Authorized Representative

8/06/24 — Date

City of Joplin - Sanitary Sewer — Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

Case Number: _____
Applicant: Tyler Ledford
Phone: 4178502584
Email: tyler@ledfordconstructioncompany.com

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     _____

     _____
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     - ☐ Relocate facilities
     - ☐ Other: _____

       _____

       _____

       _____

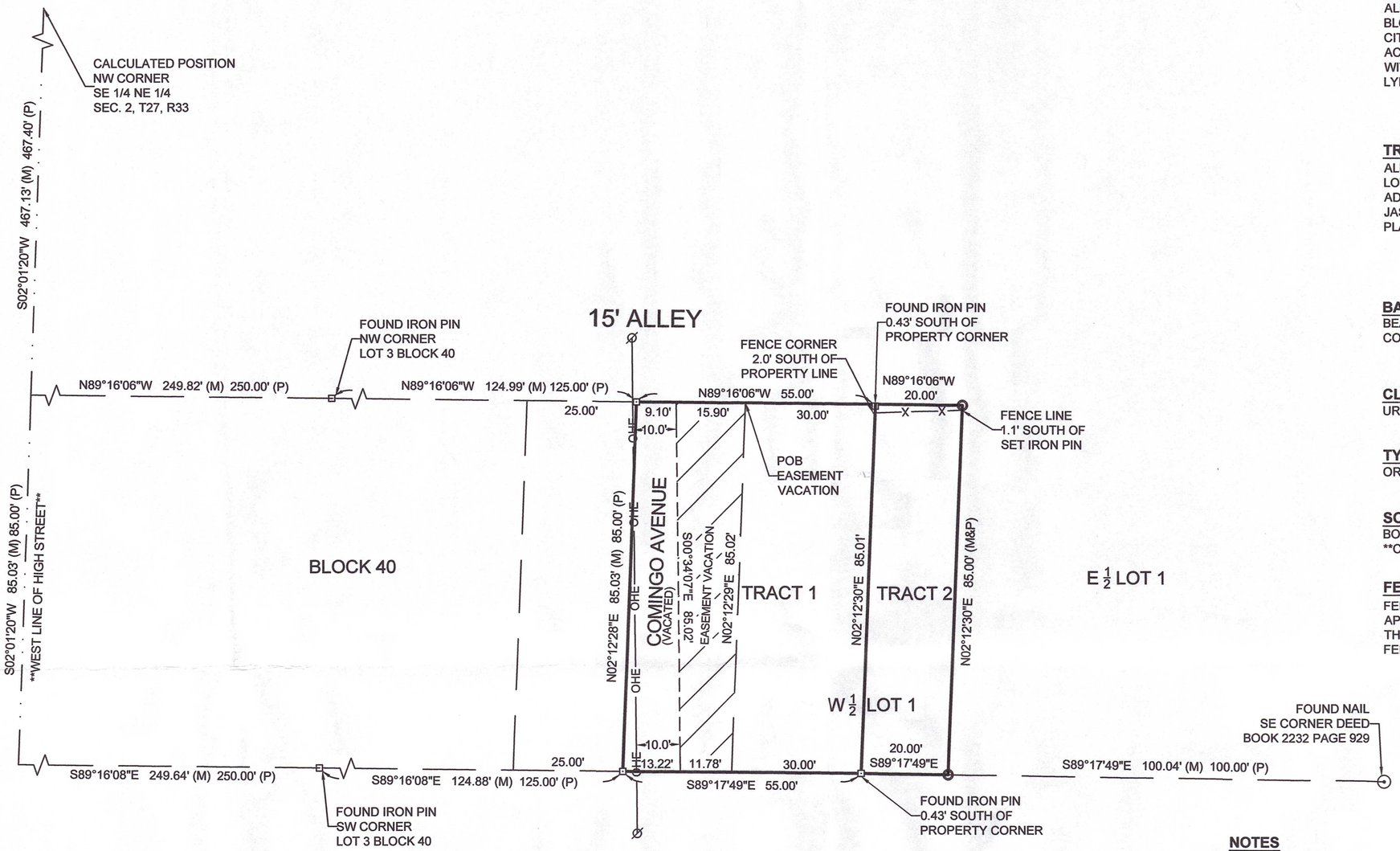
Please return this form within **21 days** to the applicant listed above.

_____ 8-5-24

Authorized Representative — Date

Stormwater

Name of Utility



TRACT 1:
ALL OF THE WEST THIRTY FEET OF LOT NUMBERED ONE (1) IN BLOCK THIRTY-NINE (39) IN FIRST ADDITION TO EAST JOPLIN CITY TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, TOGETHER WITH THE EAST HALF (E1/2) OF VACATED COMINGO STREET, LYING WEST OF AND ADJOINING SAID LOT ONE (1).

TRACT 2:
ALL OF THE EAST TWENTY FEET OF THE WEST FIFTY FEET OF LOT NUMBERED ONE (1) IN BLOCK THIRTY-NINE (39) IN FIRST ADDITION TO EAST JOPLIN CITY TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

BASIS OF BEARINGS
BEARINGS ARE BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983 MISSOURI WEST ZONE.

CLASS OF PROPERTY
URBAN

TYPE OF SURVEY
ORIGINAL

SOURCE DOCUMENTS
BOOK 2705 PAGE 392
**COURT DECREE DATED 1/17/1919

FENCE NOTE
FENCE LOCATIONS SHOWN BETWEEN DIMENSION POINTS ARE APPROXIMATE AND THE ACTUAL FENCE MAY MEANDER FROM THE LOCATIONS SHOWN ON THE PLAT HEREIN. INTERIOR FENCES MAY NOT BE SHOWN.

LEGEND

- FOUND IRON PIN
- SET IRON PIN
- FOUND NAIL
- OHE — ELECTRIC LINE
- POWER POLE
- (M) MEASURED
- (D) DEED
- (P) PLAT

EASEMENT VACATION:
ALL THAT PART OF VACATED COMINGO AVENUE IN BLOCK THIRTY-NINE (39) LYING BETWEEN VALLEY STREET AND FURNACE STREET IN FIRST ADDITION TO EAST JOPLIN CITY IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN FIRST ADDITION TO EAST JOPLIN CITY;
THENCE N89°16'06"W A DISTANCE OF 15.90 FEET;
THENCE S00°34'07"E A DISTANCE OF 85.02 FEET TO THE NORTH LINE OF VALLEY STREET;
THENCE S89°17'49"E A DISTANCE OF 11.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE N02°12'29"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 85.02 FEET TO THE POINT OF BEGINNING.

0' 20' 40'

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

NOTES
NO UTILITIES SHOWN AS A PART OF THIS SURVEY.
EASEMENTS AND SETBACKS ARE NOT SHOWN ON THE ORIGINAL PLAT.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

NO FLOOD DETERMINATIONS HAVE BEEN EXAMINED AS A PART OF THIS SURVEY.

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

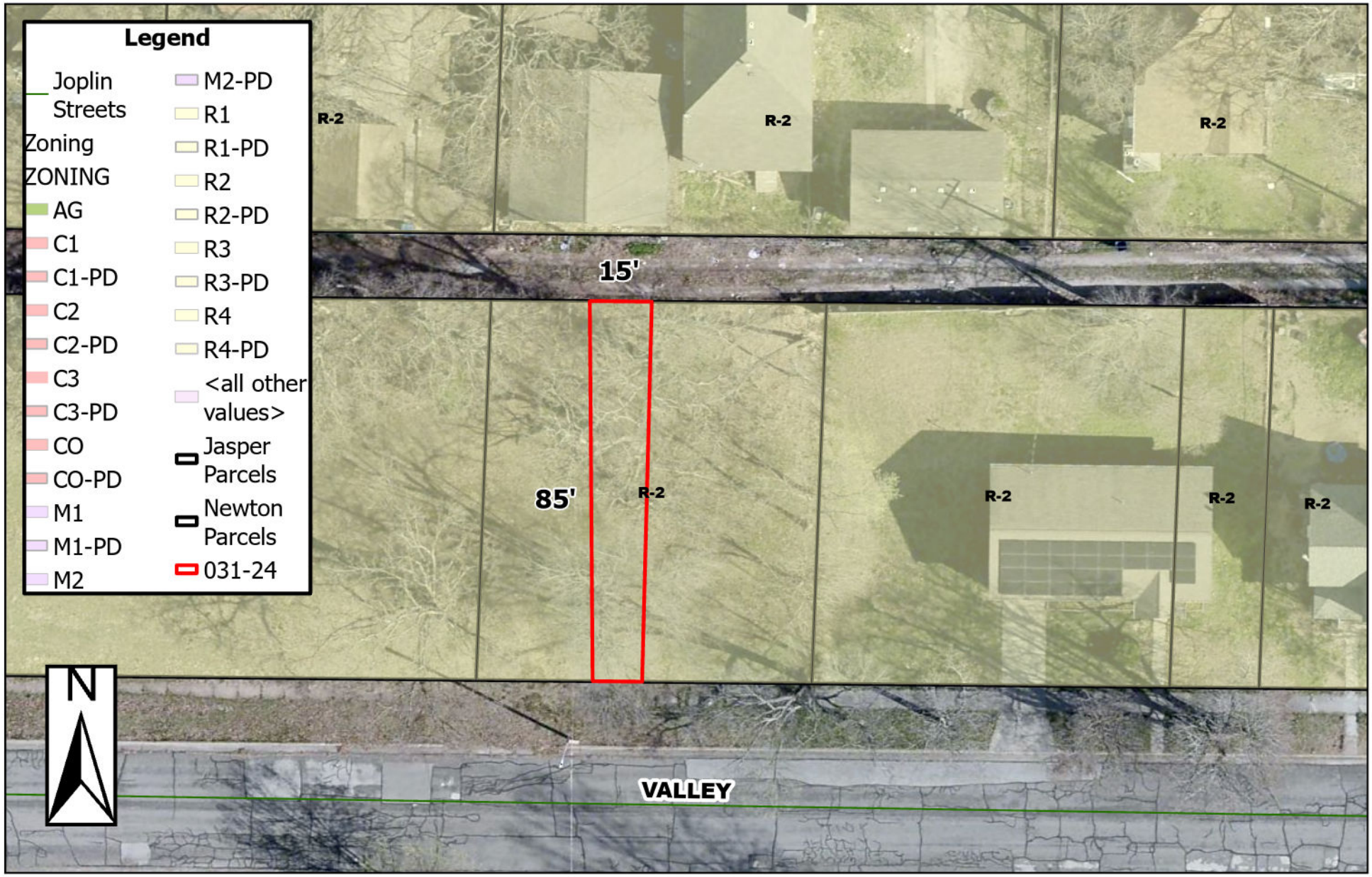
CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2024

STATE OF MISSOURI
BRIAN A. MAYNE
NUMBER
PLS-2008000859
7/23/24
PROFESSIONAL LAND SURVEYOR

MJ SURVEYING, LLC
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804
www.MJSurveyingLLC.com

DRAWN AMM	DATE 7/23/2024	LEDFORD CONSTR. PART LOT 1 IN FIRST ADD. TO EAST JOPLIN CITY, JOPLIN, JASPER COUNTY, MISSOURI
APPROVED BAA	DATE 7/23/2024	
SCALE 1"=20'	SHEET B/R	PROJECT # 24288

Case 031-24: Easement Vacation



1403 E Valley St - Easement Vacation - A request to vacate part of a utility easement - Ledford Construction

0 10 20 40 60 80
Feet

P & Z Case 031-24
Ledford Construction
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-285 ORDINANCE NO.

AN ORDINANCE providing to vacate a utility easement, lying on property described as 1403 E Valley St, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a utility easement on property described as 1403 E Valley St, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

ALL THAT PART OF VACATED COMINGO AVENUE IN BLOCK THIRY-NINE (39) LYING BETWEEN VALLEY STREET AND FURNACE STREET IN FIRST ADDITION TO EAST JOPLIN CITY IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN FIRST ADDITION TO EAST JOPLIN CITY; THENCE N89° 16'06"W A DISTANCE OF 15.90 FEET; THENCE S00° 34'07"E A DISTANCE OF 85.02 FEET TO THE NORTH LINE OF VALLEY STREET; THENCE S89° 17'49"E A DISTANCE OF 11.78 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N02° 12'29"E ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 85.02 FEET TO THE POINT OF BEGINNING.

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-287 – Easement Vacation

MEETING DATE:
November 4, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 032-24: 2128 S Maiden Ln – Easement Vacation – A request to vacate a sewer easement – KC DT LLC

BACKGROUND:

Before the Dollar Tree project began at this location, City staff met with the developers to discuss the site. There was a sanitary sewer main that ran through the site; however, no easement was recorded. The City told the developer they could pay to move the main north and record a sanitary sewer easement for the new location, so that they could develop the property.

The main was moved and the new easement recorded. However, the developer accidentally recorded an easement for the new and previous locations of the main. Since it was officially recorded, they now need to vacate the easement. The recorded easement was dedicated specifically to sewer, so theirs is the only utility consent needed.

PLANNING & ZONING COMMISSION TESTIMONY:

Chris Parker of 811 E 3rd St. Joplin, Missouri presented the case on behalf of KC DT LLC. Mr. Parker stated the request is due to the public sewer main being rerouted around to accommodate a new building.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2024-287
Planning & Zoning Commission recommends approving Case 032-24 (7 in Favor, 0 Opposed, 0 Absent)

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

Case 032-24: Easement Vacation

2128 S Maiden Ln- Easement Vacation- A request to vacate a sanitary sewer easement- KC DT LLC

Mr. Kimble asked if the applicant could come forward and state their name and address for the record.

Chris Parker of 811 E 3rd St. Joplin, Missouri presented the case on behalf of KC DT LLC.

Mr. Parker stated the request is due to the public sewer main being rerouted around to accommodate a new building.

Mr. Kimble asked if the commission had any questions for the applicant.

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

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

Mr. Kimble opened the floor to the commission for a motion of this case.

Mr. LANDIS MADE A MOTION TO APPROVE CASE 032-24. MRS. PHILLIPS SECONDED THIS MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY, 0 ABSENT)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 032-24 A request to vacate a sanitary sewer easement

APPLICANT KC DT LLC

REPRESENTATIVE OWN Engineering

LOCATION 2128 S Maiden Ln

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Vacated Street	Approximately 15′X85′

REASON FOR VACATION

The applicant accidentally recorded two sanitary sewer easements. The City does not need both.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are no utilities currently in the easement.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

There are no utilities with plans to locate within the easement.

DISCUSSION

Before the Dollar Tree project began at this location, City staff met with the developers to discuss the site. There was a sanitary sewer main that ran through the site; however, no easement was recorded. The City told the developer they could pay to move the main north and record a sanitary sewer easement for the new location, so that they could develop the property.

The main was moved and the new easement recorded. However, the developer accidentally recorded an easement for the new and previous locations of the main. Since it was officially recorded, they now need to vacate the easement. The recorded easement was dedicated specifically to sewer, so theirs is the only utility consent needed.

Staff recommends approving Case 032-24.

ENCLOSURES

- Application
- Map

Vacation of Streets or Easements Procedures

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

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

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

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

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

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

Vacation of Streets or Easements Application

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

Office Use Only
Case No.: 032 - 24
Filing Fee: $600.00
Received: 9/5/24
Date Advertised: _____
Proj. No.: 24 - 106
Public Hearing Date: 10 - 14 - 24

Applicant: OWN, Inc. Phone No.: 816-777-0400

Address: 8455 College Blvd Overland Park, KS 66210 Email: jkonnesky@weareown.com

Owner: KC DT LLC Phone No.: 816-645-8963

Address: 4706 Broadway St Kansas City, MO 64112 Email: tstrong@USFPCO.com

Location of Street or Easement: West 22nd Street & South Maiden Lane 2128 S Maiden Ln

Type of Vacation: Street (Easement) Alley Plat

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

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

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

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

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

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

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

Utility	Contact	Email	Phone
AT&T	Gene Lollis	IL0967@att.com	417-499-7819
MoAm Water*	Robert Divine	robert.divine@amwater.com	
MoAm Water*	Drew Daniels	drew.daniels@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 x1531

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

Signature: _____ **Date:** 08/29/2024

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that Kansas City DT, LLC, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* A Sanitary Sewer Easement to be relocated around a approved Dollar Tree Store.

Located at: The Northwest corner of West 22nd Street & South Maiden Lane.

For the following purpose: To build a City approved Dollar Tree Store.

For Utility Use:

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

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

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

_____ _____
Authorized Representative Date

_____
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

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

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

Be it known that Kansas City DT, LLC, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* A Sanitary Sewer Easement to be relocated around a approved Dollar Tree Store.

Located at: The Northwest corner of West 22nd Street & South Maiden Lane.

For the following purpose: To build a City approved Dollar Tree Store.

For Utility Use:

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

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

   ☑ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☐ Retain utility easement and protect facilities
   ☑ Relocate facilities
   ☑ Other: New sewer reroute & its easement protecting City interests have been done/built & recorded at County; see attachments demonstrating this fact.

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

Authorized Representative — 9/04/24 Date

City of Joplin - Sanitary Sewer
Name of Utility

Recorded In Jasper County, Missouri

Recording Date/Time: 08/22/2024 at 01:02:31 PM

Book: 2728 Page: 240

Instr #: 2024010888

Type: EASE

Pages: 4

Fee: $33.00 S 20240010714

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

SEWER EASEMENT

THIS INDENTURE, made the 13th day of August, 2024, by and between KC DT LLC, party of the first part (GRANTOR), and *City of Joplin, a Municipal Corporation*, of the County of Jasper, in the State of Missouri, party of the second part (GRANTEE).

Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH: that the said parties of the first part, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations now paid the said parties of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the said party of the second part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at his and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said parties of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situated in the County of Jasper, State of Missouri, and described as follows, to wit:

PERMANENT EASEMENT:

IN TESTIMONY WHEREOF, I, Samuel J. DePriest, being a Professional Land Surveyor in the State of Missouri, do hereby certify to the accuracy of the legal description contained herein, and have hereunto set my hand and affixed my official seal hereto.

STATE OF MISSOURI
SAMUEL J. DEPRIEST
NUMBER PLS-2013000041
PROFESSIONAL LAND SURVEYOR

08/14/2024
Date (sealed)

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer system, sewer pipes, sewer connections and sewer mains herein constructed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

KC DT LLC

By _____
Michael Belew, Member

By _____

STATE OF MISSOURI)
)ss
COUNTY OF JACKSON

ACKNOWLEDGEMENT BY PARTNERSHIP

On this 13th day of August, 2024 before me personally appeared _____ Michael Belew of KC DT LLC, to me known to be the persons described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

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

My term expires November 4, 2025.

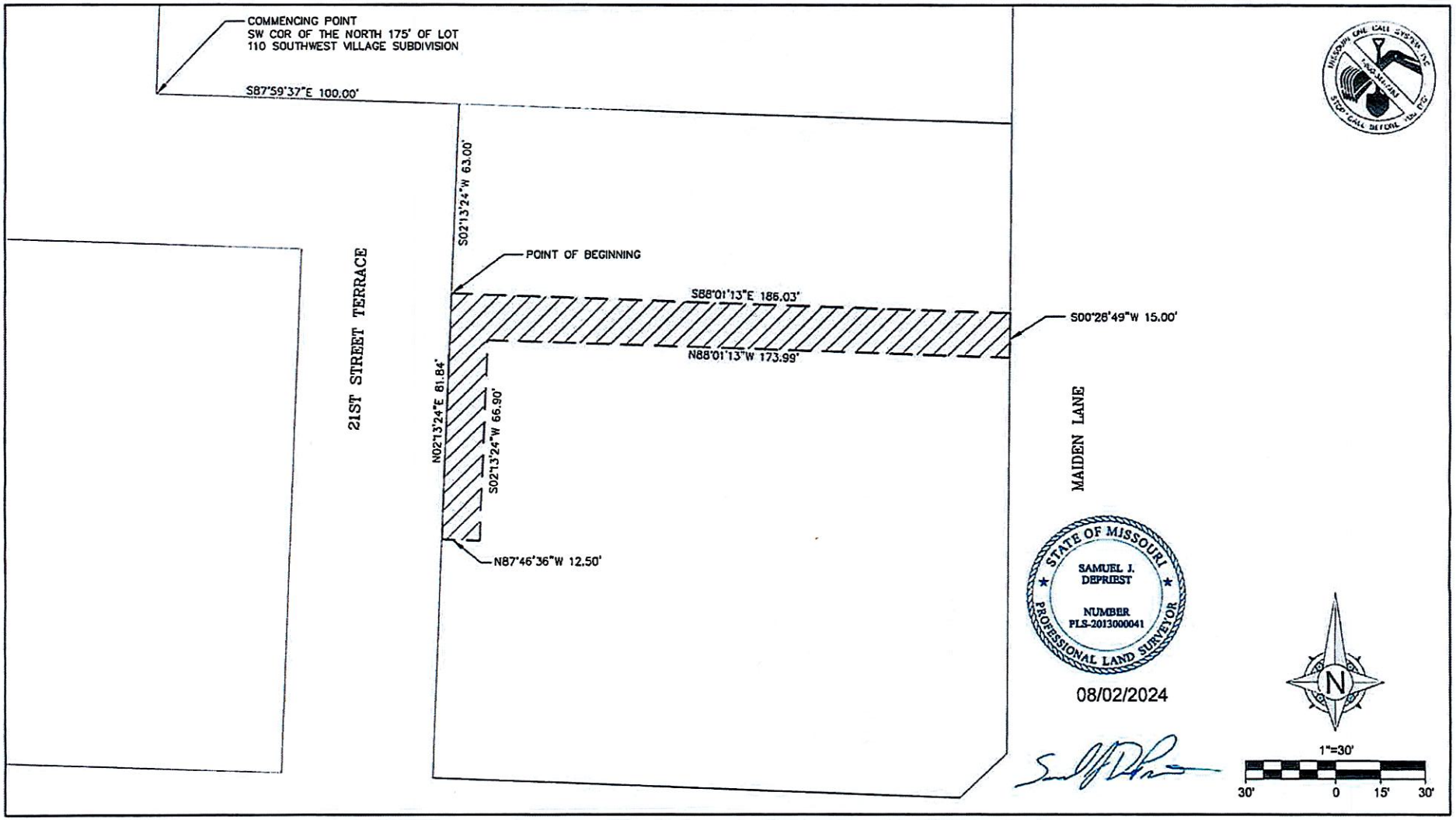
KRISTI STUEDLE
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES NOVEMBER 4, 2025
CLAY COUNTY
COMMISSION #13473833

Kristi Stuedle
Notary Public

All that part of Lot 110, of Southwest Village Subdivision, a subdivision in the City of Joplin, Jasper County, Missouri being more particularly described as follows: commencing at the southwest corner of the North 175 feet of said Lot 110, thence South 87 degrees 59 minutes 37 seconds East, with the south line of the North 175 feet of said Lot 110, a distance of 100.00 feet; thence South 02 degrees 13 minutes 24 seconds West, and no longer with the south line of the North 175 feet of said Lot 110, and with the east right of line of 21st Street Terrace, a distance of 63.00 feet to the point of beginning; thence South 88 degrees 01 minute 13 seconds East, and no longer with the east right of way line of 21st Street Terrace, a distance of 186.03 feet to a point on the west right of way line of Maiden Lane; thence South 00 degrees 28 minutes 49 seconds West, with the west right of way line of Maiden Lane, a distance of 15.00 feet; thence North 88 degrees 01 minute 13 seconds West, and no longer with the west right of way line of Maiden Lane, a distance of 173.99 feet; thence South 02 degrees 13 minutes 24 seconds West, a distance of 66.90 feet; thence North 87 degrees 46 minutes 36 seconds West, a distance of 12.50 feet to a point on the east right of way line of 21st Street Terrace; thence North 02 degrees 13 minutes 24 seconds East, with the east right of way line of 21st Street Terrace, a distance of 81.84 feet to the point of beginning. The above described tract contains 3,630 square feet or 0.08 acres.



08/02/2024



OWN
Engineering beyond.
8455 College Boulevard
Overland Park, KS 66210
816.777.0400
COA# E-137

DOLLAR TREE

EXHIBIT B

WEST 22ND STREET AND MAIDEN LANE, JOPLIN, MISSOURI

DRAWN BY:	FIELD BY:
HD	-
DATE: 07-15-2024	FIELD BK: -

Recorded in Jasper County, Missouri

Recording Date/Time: 05/16/2024 at 08:40:09 AM
Book: 2717 Page: 182
Instr #: 2024006080
Type: EASE
Pages: 4
Fee: $33.00 S 20240006026

SEAL

Charlotte Pickering
Recorder of Deeds

SEWER EASEMENT

THIS INDENTURE, made the 7th day of May, 2024, by and between KC DT LLC party of the first part (GRANTOR), and *City of Joplin, a Municipal Corporation*, of the County of Jasper, in the State of Missouri, party of the second part (GRANTEE).

Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH: that the said parties of the first part, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations now paid the said parties of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the said party of the second part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at his and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

The lands of said parties of the first part above referred to in and upon which the party of the second part is granted and conveyed the right to install, construct, erect, maintain and repair a sanitary sewer system are located and situated in the County of Jasper, State of Missouri, and described as follows, to wit:

PERMANENT EASEMENT:

IN TESTIMONY WHEREOF, I, Samuel J. DePriest, being a Professional Land Surveyor in the State of Missouri, do hereby certify to the accuracy of the legal description contained herein, and have hereunto set my hand and affixed my official seal hereto.

STATE OF MISSOURI
SAMUEL J.
DEPRIEST
NUMBER
PLS-2013000041
PROFESSIONAL LAND SURVEYOR

04.16.2024
Date (sealed)

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer system, sewer pipes, sewer connections and sewer mains herein constructed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

By Daniel Carr - President KC DT

By

STATE OF MISSOURI)
)ss
COUNTY OF NEWTON)

ACKNOWLEDGEMENT BY PARTNERSHIP

On this 7th day of May ~~April~~, 2024 before me personally appeared Daniel Carr of KC DT LLC, to me known to be the persons described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

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

My term expires July 20th, 2027.

Notary Public

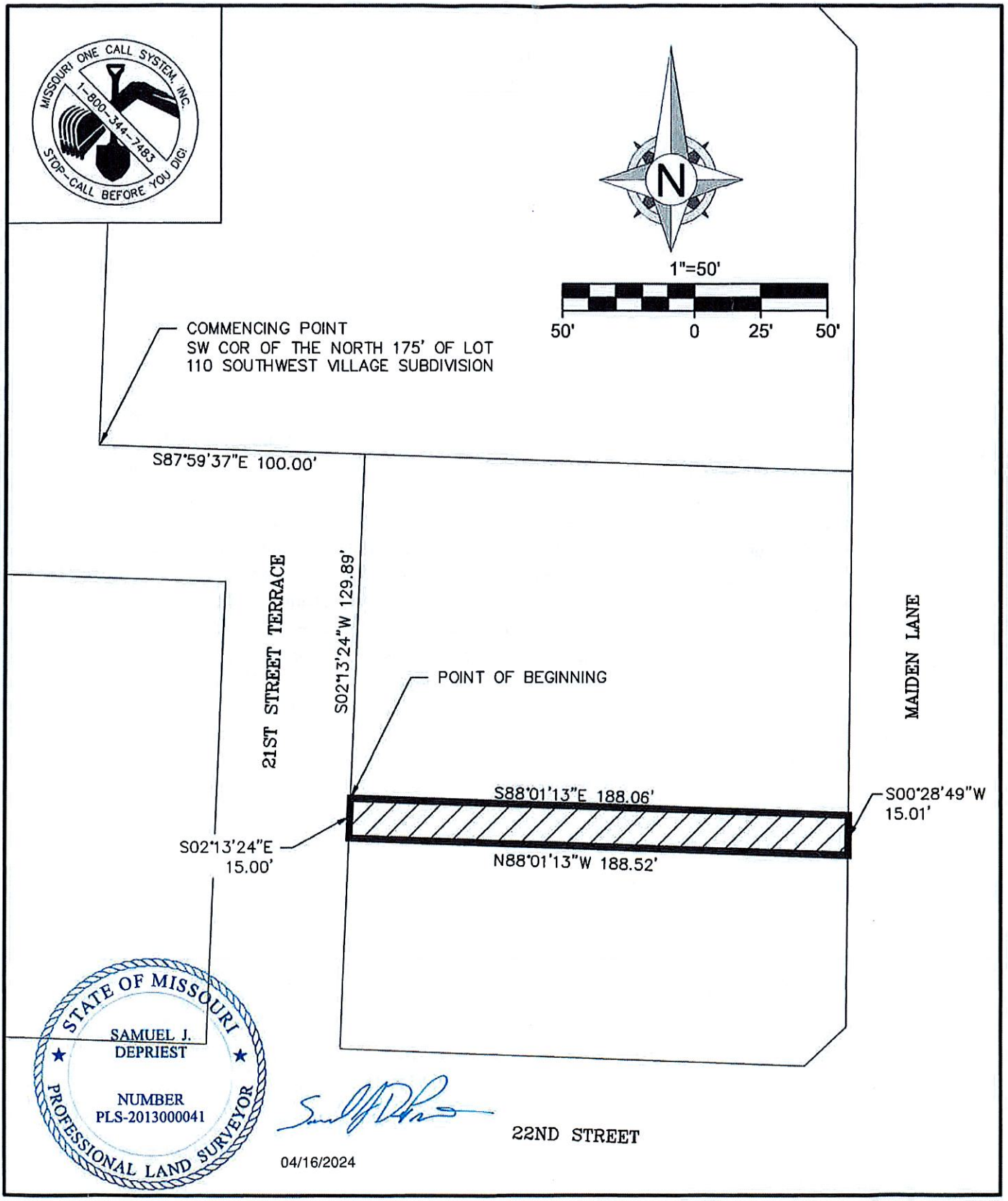
RYAN THOMAS KELLY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 23246339
My Commission Expires Jul 20, 2027

EXHIBIT A

All that part of Lot 110, of Southwest Village Subdivision, a subdivision in the City of Joplin, Jasper County, Missouri being more particularly described as follows: commencing at the southwest corner of the North 175 feet of said Lot 110, thence South 87 degrees 59 minutes 37 seconds East, with the south line of the North 175 feet of said Lot 110, a distance of 100.00 feet to a point on the east right-of-way line of 21st Street Terrace; thence South 02 degrees 13 minutes 24 seconds West, with the east right-of-way line of 21st Street Terrace, a distance of 129.89 feet to the point of beginning; thence South 88 degrees 01 minute 13 seconds East, and no longer with the east right-of-way line of 21st Street Terrace, a distance of 188.06 feet to a point on the west right-of-way line of Maiden Lane; thence South 00 degrees 28 minutes 49 seconds West, with the west right-of-way line of Maiden Lane, a distance of 15.01 feet; thence North 88 degrees 01 minute 13 seconds West, and no longer with the west right-of-way line of Maiden Lane, a distance of 188.52 feet to a point on the east right-of-way line of 21st Street Terrace; thence North 02 degrees 13 minutes 24 seconds East, with the east right-of-way line of 21st Street Terrace, a distance of 15.00 feet to the point of beginning. The above described tract contains 2,824 square feet, or 0.06 acres.



04/17/2024



OWN
Engineering beyond."
8455 College Boulevard
Overland Park, KS 66210
816.777.0400
COA# 00062

DOLLAR TREE

EXHIBIT B

WEST 22ND STREET AND MAIDEN LANE, JOPLIN, MISSOURI

DRAWN BY: SD
DATE: 04.16.2024
FIELD BY:

Recorded in Jasper County, Missouri

Recording Date/Time: 05/16/2024 at 08:40:09 AM
Book: 2717 Page: 182
Instr #: 2024006080
Type: EASE
Pages: 4
Fee: $33.00 S 20240006026

RECORDER OF DEEDS SEAL JASPER COUNTY, MO
Charlotte Pickering
Recorder of Deeds

SEWER EASEMENT

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Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH: that the said parties of the first part, in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other good and valuable considerations now paid the said parties of the first part by the party of the second part, the receipt and sufficiency of which is hereby confessed and acknowledged, the parties of the first part do hereby GRANT and CONVEY unto the said party of the second part, and to its assigns and legal representatives and to its agents, servants and employees, full and free right and privilege, from time to time hereafter at his and their will and pleasure, to install, construct, erect, repair and maintain a sanitary sewer line, sewer system, sewer pipe, sewer connections and sewer mains, with manholes and other appurtenances, and do all other things necessary for the installation, construction, erection, repair and maintenance of said sanitary sewer line upon and along the property hereinafter described.

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PERMANENT EASEMENT:

IN TESTIMONY WHEREOF, I, Samuel J. DePriest, being a Professional Land Surveyor in the State of Missouri, do hereby certify to the accuracy of the legal description contained herein, and have hereunto set my hand and affixed my official seal hereto.

STATE OF MISSOURI
SAMUEL J. DEPRIEST
NUMBER PLS-2013000041
PROFESSIONAL LAND SURVEYOR

04.16.2024
Date (sealed)

Party of the second part hereby covenants and agrees to refill all holes and ditches dug by it, its agents, servants or employees, in the installation, construction, erection, repair and maintenance of the sanitary sewer lines, sewer system, sewer pipes, sewer connections and sewer mains herein constructed.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

By Daniel Carr - President KC DT

By _____

STATE OF MISSOURI)

)ss

COUNTY OF NEWTON)

ACKNOWLEDGEMENT BY PARTNERSHIP

On this 7th day of May ~~April~~, 2024 before me personally appeared _____ Daniel Carr of KC DT LLC, to me known to be the persons described in and who executed the foregoing instrument, who being by me duly sworn, acknowledged that they executed the same as their free act and deed and for the consideration stated therein and no other.

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

My term expires July 20th, 2027.

Notary Public

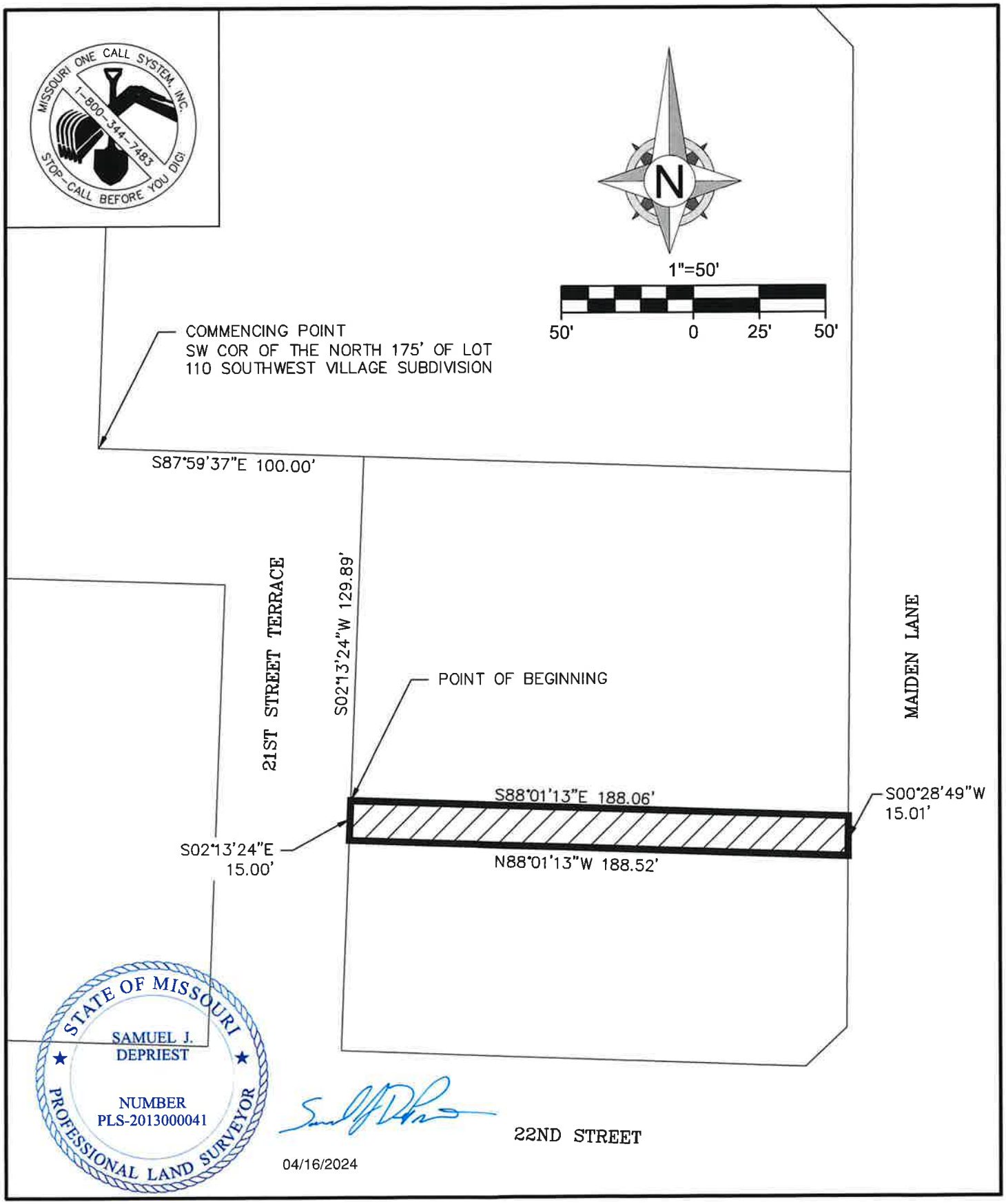
RYAN THOMAS KELLY
Notary Public - Notary Seal
Jackson County - State of Missouri
Commission Number 23246339
My Commission Expires Jul 20, 2027

EXHIBIT A

All that part of Lot 110, of Southwest Village Subdivision, a subdivision in the City of Joplin, Jasper County, Missouri being more particularly described as follows: commencing at the southwest corner of the North 175 feet of said Lot 110, thence South 87 degrees 59 minutes 37 seconds East, with the south line of the North 175 feet of said Lot 110, a distance of 100.00 feet to a point on the east right-of-way line of 21st Street Terrace; thence South 02 degrees 13 minutes 24 seconds West, with the east right-of-way line of 21st Street Terrace, a distance of 129.89 feet to the point of beginning; thence South 88 degrees 01 minute 13 seconds East, and no longer with the east right-of-way line of 21st Street Terrace, a distance of 188.06 feet to a point on the west right-of-way line of Maiden Lane; thence South 00 degrees 28 minutes 49 seconds West, with the west right-of-way line of Maiden Lane, a distance of 15.01 feet; thence North 88 degrees 01 minute 13 seconds West, and no longer with the west right-of-way line of Maiden Lane, a distance of 188.52 feet to a point on the east right-of-way line of 21st Street Terrace; thence North 02 degrees 13 minutes 24 seconds East, with the east right-of-way line of 21st Street Terrace, a distance of 15.00 feet to the point of beginning. The above described tract contains 2,824 square feet, or 0.06 acres.



04/17/2024



OWN
Engineering beyond.™
8455 College Boulevard
Overland Park, KS 66210
816.777.0400
COA# 00062

DOLLAR TREE

EXHIBIT B

WEST 22ND STREET AND MAIDEN LANE, JOPLIN, MISSOURI

DRAWN BY: SD
DATE: 04.16.2024
FIELD BY:

Case 032-24: Easement Vacation



2128 S Maiden Ln – Easement Vacation – A request to vacate a sanitary sewer easement – KC DT LLC

0 25 50 100 150 200 Feet

P & Z Case 032-24
Easement Vacation
(P & Z Recommended Approval)

COUNCIL BILL NO. 2024-287 ORDINANCE NO.

AN ORDINANCE providing to vacate a sewer easement, lying on property described as 2128 S Maiden Ln, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a sewer easement on property described as 2128 S Maiden Ln, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

All that part of Lot 110, of Southwest Village Subdivision, a subdivision in the City of Joplin, Jasper County, Missouri being more particularly described as follows: commencing at the southwest corner of the North 175 feet of said Lot 110, thence South 87 degrees 59 minutes 37 seconds East, with the south line of the North 175 feet of said Lot 110, a distance of 100.00 feet to a point on the east right-of-way line of 21st Street Terrace; thence South 02 degrees 13 minutes 24 seconds West, with the east right-of-way line of 21st Street Terrace, a distance of 129.89 feet to the point of beginning; thence South 88 degrees 01 minute 13 seconds East, and no longer with the east right-of-way line of 21st Street Terrace, a distance of 188.06 feet to a point on the west right-of-way line of Maiden Lane; thence South 00 degrees 28 minutes 49 seconds West, with the west right-of-way line of Maiden Lane, a distance of 15.01 feet; thence North 88 degrees 01 minute 13 seconds West, and no longer with the west right-of-way line of Maiden Lane, a distance of 188.52 feet to a point on the east right-of-way line of 21st Street Terrace; thence North 02 degrees 13 minutes 24 seconds East, with the east right-of-way line of 21st Street Terrace, a distance of 15.00 feet to the point of beginning. The above described tract contains 2,824 square feet, or 0.06 acres.

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-516 – Approving certain fee changes in the Planning Chapter of the Code of Ordinances and the Joplin Development Code

MEETING DATE
November 4, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2024-516 Ordinance; Streetlight Memo

REVIEWED BY
Department Head: Leslie Haase; Planning & Community Development Director: Troy Bolander; Assistant City Manager: Tony Robyn; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill revises the Joplin Development code by moving the fees section to the Planning Chapter of the Code or Ordinances and adopts a new streetlight fee for new subdivisions.

BACKGROUND
The City Subdivision Regulations currently requires developers of new subdivisions to be responsible for providing the infrastructure for streetlights in accordance with City standards. The regulations also set forth that the developer is responsible for the costs of providing street lighting equipment. However, the Subdivision Regulations do not establish the cost. This Council Bill establishes the cost based on the average cost of $4,000.00 per streetlight in the subdivision, which is due when the plan review is submitted and approved.

While the developer is responsible for the infrastructure, including the conduit, power lines, and the primary power distribution box, Liberty owns the poles and the mastheads. The City is responsible for the electric charges and the ongoing maintenance of streetlights based on the facility usage fee set by Liberty. This fee recovers the average facility usage fee assessed by Liberty and incurred by the City.

This Council Bill moves all zoning and planning fees from the Joplin Development Code to Chapter 94 of the Code of Ordinances.

The fee changes will be effective on January 1, 2025.

FUNDING SOURCE
This is not applicable for this item.

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

Streetlight Recovery Costs
MEMO

TO: Nick Edwards, City Manager
From: Tony Robyn, Assistant City Manager
DATE: October 14, 2024
SUBJECT: Streetlights and Development Cost Recovery

The following outlines information on residential subdivision developments. Commercial is addressed in a separate manner and highlighted as well.

The Article 3 Subdivision Regulations, Required Improvements, Section 5, 1(H) Streetlights, states “The city shall provide for the installation of streetlights at street intersections and other locations as it deems necessary. The developer shall be responsible for all costs providing street lighting equipment other than that determined as necessary by the city."

1. The breakdown of actual costs and who bears responsibility.
   a. Streetlight pole, masthead, and power supply is approximately $4000 - currently Liberty pays for this upfront and owns the lights; City pays a monthly facility usage fee
   b. Liberty spreads that cost out as a facility usage fee, which is currently set at 9% of install cost of the infrastructure per year. So theoretically after 11 years, the City has paid for the light and installation, but the charges remain to cover any maintenance after.
   c. Liberty owns the pole and maintenance costs are covered by the facility usage fee the City pays to Liberty.

2. Provide a detailed breakdown of the process we follow when a developer comes to us for a planned subdivision related to streetlight installation and maintenance. A step-by-step process that cites the relevant city code sections.
   a. Developer submits sub-division plat plan for review. Per Article 3 above, City ensures lighting and associated infrastructure is included in the plan and followed. The development standard is a streetlight placed at each intersection or at least every 300' if possible.
   b. All of the infrastructure costs associated with streetlights are assigned to the developer. This includes the conduit, power lines, and most recently the connection for the primary power distribution box and streetlight power lines to the main power line. Previously this did not include the light pole or masthead which will now be included.
   c. Liberty works with the developers making sure that the developer covers the install of the power to the locations for streetlights. The City ensures development installations are completed according to the plan, now including the streetlight pole and masthead.

d. The “process” for utility installation, including streetlights, must be codified in the subdivision regulations per state statue.
e. The statute also requires a review by the Zoning and Planning Commission as well as the City Council.
f. Planning will insert the new street light process into the subdivision regulations once finalized.
g. The fees will be codified in the subdivision regulations and updated accordingly under normal fee review.
h. Staff have drafted an ordinance outlining costs proposed effective January 1, 2025

3. What does this cost look like and do we have a cost breakdown from Liberty that shows what the ongoing monthly costs are for each pole and electric usage? What are the City’s actual costs incurred, if any?
   a. Liberty bases their monthly pole charges on averages, currently $500 annually.
   b. Liberty has averages for electric usage based on the type of light fixture. The cost is also averaged over the year and the cost varies with peak verses nonpeak times.

4. Cost recovery - Staff are recommending the $4,000.00 per streetlight pole cost be added to the current developer's civil infrastructure costs. This is the cost incurred by the City and complies with the State requirements under the Hancock Amendment in recovering the City’s cost. This will be a new fee and added to the developer’s civil package plan review and collected prior to permits issued. It will be collected by each phase of development.

Commercial developments are handled differently as the developer pays for all associated streetlight costs up front with Liberty during construction. When construction is complete, the City is deeded the public streets including the streetlights. From that point the City owns and maintains the infrastructure.

c: Troy Bolander, Planning, Development, and Neighborhood Services Director
Leslie Haase, Finance Director
Dan Johnson, Public Works Director
Peter Edwards, City Attorney

COUNCIL BILL NO. 2024-516 ORDINANCE NO.

AN ORDINANCE amending Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A as adopted by Ordinance No. 2022-119 of the City of Joplin and enacting in lieu thereof an amended Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A; and, enacting Section 94-100, Application Fees, Article V, Permits and Fees, of Chapter 94, Planning, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the Council of the City of Joplin desires to include the Planning Application Fees in Chapter 94, Planning of the Code of Ordinances; and,

WHEREAS, the Council of the City of Joplin desires to set a new subdivision streetlight fee to meet the reasonable expenditures of this function.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A as adopted by Ordinance No. 2022-119 be amended enacting in lieu thereof to read as follows:

"**CITY OF JOPLIN, MISSOURI**
JOPLIN DEVELOPMENT CODE

SECTION 2.01A

Applications and Fees

…

2. *Fees.* Applications shall be accompanied by the non-refundable fees set forth in Chapter 94, Planning, Section 94-100, Application Fees, of the Code of Ordinances of the City of Joplin. Any application that does not include the required fee shall be returned to the applicant as incomplete. Fees shall not be required with applications initiated by the Staff on behalf of the Planning Commission or City Council.

…"

Section 2. That Section 94-100, Application Fees, Article V, Permits and Fees, of Chapter 94, Planning of the Code of Ordinances of the City of Joplin be enacted to read as follows:

"ARTICLE V. PERMITS AND FEES

Sec. 94-100. Application Fees

(1) *Zoning.* There shall be paid by all persons or corporations submitting any zoning request for approval by the City an application fee of Six Hundred Dollars ($600.00). This fee shall be paid at the time the application is submitted. The zoning type applications include the following:
   a. Rezoning Application
   b. Special Use Permit Application
   c. Special Use Renewal Application
   d. Request for Board of Zoning Adjustment Application
   e. Request of Vacation of Streets, Alleys and Easements Application
   f. Site Plan/Development Review Application

(2) *Subdivision Plats.* There shall be paid by all persons or corporations submitting preliminary plats for approval by the City an application fee of Two Hundred Dollars ($200.00), plus Fifteen Dollars ($15.00) per lot. This fee shall be paid at the time that the preliminary plat is submitted to the Planning and Zoning Commission and shall apply to approval of the preliminary plat and final plat, provided that the final plat, includes the same area to be subdivided as the preliminary plat.

(3) *Lot Splits.* The filing fee for lot splits shall be One Hundred Fifty Dollars ($150.00).

(4) *Subdivision Streetlights*: There shall be paid a subdivision streetlight fee of Four Thousand Dollars ($4,000.00) per streetlight in any new subdivision. This fee shall be paid at the time the plan review is submitted and approved.

(5) City Council shall review the costs of services associated with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fee charge."

Section 3. That this ordinance shall become effective on January 1, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2024.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-624 – approving a purchase order for annual support with Superion, LLC.

MEETING DATE
November 4, 2024

REVIEWED BY
Director of IT: Mark Morris; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order(s) to Superion, LLC., (formerly SunGard Public Sector) to cover the annual support payment for technical activities for General Government (Financials/CLOUD) for Fiscal Year 2024-25.

BACKGROUND
Superion has been the City's primary software provider for over twenty-three years. In June of 2018, Council Bill 2018-607 approved the new CLOUD hosting agreement for Superion Financials software. Along with that is the annual support payment to cover technical upgrades and day-to-day support activities. As Superion is the sole source for this software, there are no bids required. The amount of $213,805.11, was budgeted and approved for FY2024-25 by Council during the budget process and finalized by Council Bill 2024-514 on October 21, 2024.

FUNDING SOURCE
This payment is included in the FY 2024-25 budget of the Information Technology Dept.

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading and that this Council Bill shall have an effective date of November 19, 2024

ATTACHMENTS
CB2024-624 Ordinance; Superion Invoice (Public Administration/Financials)

Invoice

Invoice No (1 of 1)	Date	Page
417929	8/14/2024	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	Due Date
1681LG	City of Joplin		USD	10/31/2024

	Description	Units	Rate	Extended
Quote No. Q-183545				
1	NaviLine Special Assessments - Access Fee NaviLine Special Assessments Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
2	NaviLine Document Management Services - Access Fee NaviLine Document Management Services Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
3	NaviLine Cash Receipts-Annual Access Fee-NSP - Access Fee NaviLine Cash Receipts Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
4	NaviLine Purchasing/Inventory-Annual Access Fee-NSP - Access Fee NaviLine Purchasing/Inventory Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
5	NaviLine P-Card - Access Fee NaviLine P-Card Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
6	NaviLine Planning & Engineering - Access Fee NaviLine Planning & Engineering Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
7	NaviLine Payroll/Personnel-Annual Access Fee-NSP - Access Fee NaviLine Payroll/Personnel Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
8	NaviLine Loans Processing - Access Fee NaviLine Loans Processing Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
9	NaviLine Accounts Receivable-Annual Access Fee-NSP - Access Fee NaviLine Accounts Receivable Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00

Invoice

Invoice No (1 of 1)	Date	Page
417929	8/14/2024	2 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	Due Date
1681LG	City of Joplin		USD	10/31/2024

	Description	Units	Rate	Extended
10	NaviLine Fleet Management-Annual Access Fee-NSP - Access Fee NaviLine Fleet Management Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
11	NaviLine Fixed Assets-Annual Access Fee-NSP - Access Fee NaviLine Fixed Assets Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
12	NaviLine Customer Information System - Access Fee NaviLine Customer Information System Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
13	NaviLine Code Enforcement - Access Fee NaviLine Code Enforcement Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
14	NaviLine Click2Gov3 Applicants - Access Fee NaviLine Click2Gov3 Applicants Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
15	NaviLine Click2Gov3 Customer Information System - Access Fee NaviLine Click2Gov3 Customer Information System Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
16	NaviLine Cash Receipts Lock Box Interface - Access Fee NaviLine Cash Receipts Lock Box Interface Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
17	NaviLine Business Licenses - Access Fee NaviLine Business Licenses Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
18	NaviLine Building Permits - Access Fee NaviLine Building Permits Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
19	NaviLine Automated Fuel System Interface - Access Fee NaviLine Automated Fuel System Interface Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00

Invoice

Invoice No (1 of 1)	Date	Page
417929	8/14/2024	3 of 4

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

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Mark Morris
602 S. Main Street
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Joplin MO 64801
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
1681LG	City of Joplin		USD	10/31/2024

	Description	Units	Rate	Extended
20	Applicant Tracking - Access Fee Applicant Tracking Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
21	Modifications - Access Fee Modifications Maintenance: Start:11/1/2024, End: 10/31/2025	9	0.00	0.00
22	NaviLine Work Orders/Facility Management - Access Fee NaviLine Work Orders/Facility Management Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
23	NaviLine Land/Parcel Mgmt-Annual Access Fee-NSP - Access Fee NaviLine Land/Parcel Mgmt Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
24	NaviLine GMBA w/Extended Reporting - Access Fee NaviLine GMBA w/Extended Reporting Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
25	NaviLine Global Financials Annual Maintenance Fee - Annual Maintenance Fee Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
26	Distribution Services - Annual Maintenance Fee Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
27	Technical Services - TS - Annual Maintenance Fee Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
28	NaviLine Cloud Test Environment - Annual Subscription Fee NaviLine Cloud Test Environment Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00
29	NaviLine Click2Gov3 Core - Access Fee NaviLine Click2Gov3 Core Maintenance: Start:11/1/2024, End: 10/31/2025	1	0.00	0.00

Invoice

Invoice No (1 of 1)	Date	Page
417929	8/14/2024	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
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602 S. Main Street
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United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
1681LG	City of Joplin		USD	10/31/2024

	Description	Units	Rate	Extended
30	Horizon Cloud for NaviLine Annual Access Fee - Access Fee Horizon Cloud for NaviLine Maintenance: Start:11/1/2024, End: 10/31/2025	1	199,847.45	199,847.45
31	NaviLine Cloud Test Environment - Annual Subscription Fee Maintenance: Start:12/9/2024, End: 10/31/2025	1	13,957.66	13,957.66

Please include invoice number(s) on your remittance advice.
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	213,805.11
Tax	0.00
Invoice Total	213,805.11
Payments Applied	0.00
Balance Due	**USD 213,805.11**

COUNCIL BILL NO. 2024-624 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 2024-2025 as adopted by Council Bill 2024-514 on October 21, 2024; and establishing a date when it shall become effective.

WHEREAS, Superion, LLC (a Central Square subsidiary) has been the City's primary software provider for more than 24 years; and,

WHEREAS, in the FY2025 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 2024-2025 budgeted appropriations as adopted by Council Bill 2024-514 and reflected an appropriation in the total amount of Two Hundred Thirteen Thousand, Eight Hundred Five Dollars, Eleven Cents ($213,805.11) for payment of support for technical activities for Financials/Public Administration.

Section 3. That this Council Bill shall have an effective date of November 19, 2024

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-626 – approving an agreement and issuing a purchase order to Central Square Technologies, LLC. for the addition of Enterprise Asset Management Software.

MEETING DATE
November 4, 2024

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 Enterprise Asset Management software agreement and issuance of a Purchase Order to Central Square Technologies, LLC., (formerly Superion, LLC.) to cover the annual support payment and for technical activities for General Government (Financials/CLOUD) for Fiscal Year 2024-25.

BACKGROUND
Superion has been the City's primary software provider for over twenty-four years. In June of 2018, Council Bill 2018-607 approved the new CLOUD hosting agreement for Superion Financials software. The addition of the Enterprise Asset Management system is an enhancement to and upgrade of that existing Enterprise System. Along with that is the annual support payment to cover technical upgrades and day-to-day support activities. As Superion/Central Square is the sole source for this software, there are no bids required. The amount of $104,000.00, was budgeted and approved for FY2024-25 by Council during the budget process and finalized by Council Bill 2024-514 on October 21, 2024. Through further negotiations, this amount has been reduced to the final amount of $99,653.40

FUNDING SOURCE
This payment is included in the FY 2024-25 budget of the Information Technology Dept.

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading and that this Council Bill shall have an effective date of November 19, 2024

ATTACHMENTS
CB2024-626 Ordinance; COJ EAM Agreement (Exhibit A), COJ EAM Statement of Work

Implementation Statement of Work

Project: Joplin MO, Enterprise Asset Management (EAM)

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the "Agreement") between CentralSquare Technologies, LLC (CentralSquare) and Joplin MO ("Customer").

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement (collectively the "Project").

The number and type of software licenses, products, or services provided by CentralSquare, or its Subcontractors are specifically listed in the Agreement and any reference within this document as well as Subcontractors' SOWs (if applicable) do not imply or convey a software, license, or services that are not explicitly listed in the Agreement.

CentralSquare is implementing a configurable, commercially available, off-the-shelf solution. The parties mutually agree and acknowledge this Statement of Work (SOW) is to be a planning and general guidance document, not the detailed requirements or design of the solution (which will occur after contract signing).

Project Start Date

Parties agree the Project Kickoff Meeting will be scheduled within sixty (60) days from the Effective Date of the CentralSquare Solutions Agreement.

Services Scope

The following outlines the proposed methodology for the project management, consulting, configuration, testing, training, and other services work necessary for the implementation.

Functional Groups

The Enterprise Asset Management solution will be implemented for the Customer for the following functional groups:

- Wastewater & Stormwater Collections
- Wastewater Treatment
- Streets
- Facilities

Project Teams

Project teams from all parties will include functional experts, technical resources, and decision makers. CentralSquare and the Customer agree to make all necessary arrangements to ensure resources are available at each stage to ensure timelines are met. CentralSquare uses a RACI (Responsible, Accountable, Consulted, and Informed) chart to outline the expectations from each member of the team, from all parties. A sample RACI Chart can be found below.

Project Management Methodology

The implementation is conducted by a cross-functional team of experts from several departments within CentralSquare led by the assigned Project Manager. A phased approach to project management is followed to ensure the critical services are consistent and results are achieved. Phases include:

Initiation: This phase includes the contract execution and transition to the Service Delivery team. CentralSquare may schedule an all-team meeting to kick off the project. The kickoff meeting will include time for the project

managers from both teams to review all contractual documentation and begin the process of finalizing the integrated project schedule.

Planning: During the planning phase, the project managers from both teams will meet to discuss all tasks and resources necessary to successfully complete implementation. The project team from CentralSquare will be finalized, project governance will be established, and a communications plan will be drafted and shared with the parties.

Deliverables during the planning phase include the integrated baseline project schedule, communications plan, resource plan, and governance plan.

Monitor and Control: Throughout the project, the project managers will work together on monitoring and controlling the overall project health. This includes regular status meetings/reports, quality reviews, managing risks/issues, and managing resources. Project managers will work together to manage the overall timeline, scope and respective budgets, as well as ensuring the Customer's objectives are being met along the way. Any items determined to be out of scope will be immediately addressed by Central Square and Customer Project Manager.

Deliverables during this phase include regular status reports, risk/issue log, regular stakeholder meetings, and all project schedule updates.

Project Close Out: The final stage of the project includes an introduction and transition to the Customer Support team and the Customer Success team. During transition, the project managers will work together to conduct an audit of tasks and deliverables associated with the project. Any mutually agreed upon delayed deliverables will be scheduled for post go-live and documented. Any contracted post go-live activities will be reviewed and scheduled as necessary before transition to Customer Support.

Implementation Methodology

CentralSquare Professional Service Consultants and Project Manager follow a standard implementation approach divided into stages throughout the course of the project. Several types of services and resources (defined herein) will be used during each stage to complete the necessary steps for successful deployment of the contracted services.

Installation:

CentralSquare Cloud Services team will deploy the EAM environment in the appropriate Amazon Web Services (AWS) region and generate the Customer's master configuration profile. This configuration includes the various backend account information the EAM uses, accounts for the Customer to remote to the "Desktop Utilities Machine", and the EAM software version to be used. This information is stored in a secure, client-specific storage "bucket" that only the EAM automated provisioning system can access.

CentralSquare will execute an AWS Cloud-formation script that takes all configuration information and automates the creation of the Customer's entire environment (network, firewall rules, hosts, database, load balancers, etc.) to best optimize the hosting environment for the EAM. Once the environment is up, CST will perform connectivity tests to ensure the environment is functioning properly.

Participation in the Installation task will include CST Project Manager, CST Cloud Specialist and the Customer's IT Subject Matter Expert.

Analysis:

During this stage of the implementation, CentralSquare Consultants will meet with the Customer's functional experts to review the current workflows of key functions impacted by this project and the contract software. In this stage we also begin the process of data conversion by analyzing your legacy data. Significant tasks include:

Major Task	Description
Business Process Review	CentralSquare will perform workshop meetings with different areas of EAM reviewing and analyzing all key business processes. All sessions will be discussions on processes relating to that area within EAM.
Workflow setup	CentralSquare will use a work-booking process to gather the required inputs for all possible workflow combinations within the Work modules. Categories help organize work by organizational division and asset type, Problems define the reason work is being done, Tasks identify the actions taken and Causes capture the reason the Problem occurred.
GIS Integration	The CentralSquare GIS specialist will first perform a GIS audit to review the existing GIS architecture and discuss ESRI deployment options. A data mapping exercise will then align up to five (5) GIS feature class layers per each functional group above to the pertinent asset module and the GIS data will be loaded into EAM using synchronization tools. Once the initial GIS data has been loaded, the various system settings will be adjusted to refine how data flows between EAM and GIS to ensure full synchronization for all editing workflows.
Data Migration Mapping	CentralSquare will begin the process of mapping legacy data to the destination module in the CentralSquare EAM system. This includes Legacy data migration as well as core Workflow setup configuration data including Work Categories, Problems, Tasks, Causes and Resource Employees, Equipment, Materials and Contractors.

Configuration:

Finalizing the EAM configuration will be a collaborative process driven by the functional requirements discovered during the business process review and through consultative engagements between CentralSquare staff and the Customer's Subject Matter Experts. Significant tasks include:

Major Task	Description
System Configuration	CentralSquare will build the initial configuration based on the Business Process Review and Workflow Setup activities. Further refinement of the system configuration will be performed collaboratively with subject matter experts from each functional group.
Vertical Assets	A workbook process will be used to gather all vertical assets to be loaded into EAM. Hierarchy definitions by plant process and / or facility location will be assigned through this process to allow for easy drill-down navigation of the assets. The EAM Import & Update tool will then be used to load the vertical assets and hierarchy relationships into the respective modules.
Configuration Validation	CentralSquare will work with the system administrator to develop an Acceptance Test Plan to verify the configured EAM meets the stated functional requirements.
Admin Skills Workshops	Training classes, designed as hands-on workshops, include building code tables, picklists, system settings, and assignment of security permissions. Designed for supervisors, system administrator, and staff with decision-making authority. Please see below for more details.

Admin Skills Workshops:

The System Administrator training classes are designed as hands-on workshops, include building code tables, picklists, system settings, web dashboard / form / view configuration and assignment of security permissions. Designed for supervisors, system administrators, and staff with decision-making authority, these workshops help define the application configuration process for designated project committee members. These classes should be attended by those responsible for maintaining user information and code tables, as well as by subject-matter experts in the specific application area. Class time focuses on configuration under the guidance of the assigned CentralSquare trainer, as well as discussing CentralSquare recommendations regarding potential configuration options as identified. CentralSquare will provide one (1) Admin Training class of eight (8) hours each, for up to ten (10) trainees per class. Details of the training agenda will be defined in the Training Plan.

Class Title	Training Type	Intended Audience	Topics	Location
System Admin Training	Instructor-led	System Admins	System Settings Web Configuration Work Flow Setup Security Import & Update EAM and GIS Integration GIS Map Setup	Remote

Testing:

Testing will assess the Customer's readiness for Go Live. It is an iterative process, conducted by the Customer, to verify the configured EAM meets the stated functional requirements. This phase is especially important to ensure a smooth transition at go-live. Significant tasks include:

Testing Tasks	Definition
Planning	CST will work with the System Administrator to develop an Acceptance Test Plan to verify the configured EAM meets the stated functional requirements. This Plan will include user test scripts covering the various EAM functions
Issue Tracking	CST will collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
Issue Resolution	CST will work collaboratively to resolve all such issues, problems and malfunctions to the Customer's satisfaction
Acceptance Testing	System Administrator will perform acceptance testing to ensure acceptance criteria items have been addressed, and certify EAM is ready for "go-live"

Training:

CentralSquare will ensure the preparation, documentation, and delivery of training is effective across all of CentralSquare branded core applications, add-ons, and interfaces. Training is a structured program designed to equip the Customer's staff with the necessary skills and knowledge for effective software utilization. The Customer has the option to record these training sessions, provided that a signed Confidentiality Agreement is submitted to the CentralSquare Project Manager. The responsibility for the management and storage of these recordings rests solely with the Customer. CentralSquare Consultants work with Customer administration and subject matter experts to establish a training plan to include the course objectives, schedule, location(s), and participants.

End-User Training:

End-user training provides hands-on, process-based instruction focusing on key tasks related to users' job responsibilities. A CentralSquare instructor provides materials and facilitates training on the chosen contracted solutions. End-user classes incorporate extensive activities based on realistic scenarios focusing on processes and tools within the applications for productive use of the system at and after Go-Live. Topics in end-user classes will include data entry, searching, reporting, and application navigation. CentralSquare will provide up to six (6) Training Classes of eight (8) hours each, for up to ten (10) trainees per class. Details on the training agenda will be defined in the Training Plan.

Core Solution	Training Type	Intended Audience	Topics	Location
Overview Training	Instructor-led Training	System Administrators SMEs	EAM Overview Dashboards Forms / Views Document Control	Remote

Core Solution	Training Type	Intended Audience	Topics	Location
Work Requests	Instructor-led Training	System Administrators SMEs	Customer Information Request Information	Remote
Work Orders	Instructor-led Training	System Administrators SMEs	Status Tracking Workflow Setup Resource Tracking Assets / Locations	Remote
Preventive Maintenance	Instructor-led Training	System Administrators SMEs	Workflow Setup Scheduling Work Templates Assets / Locations	Remote
Assets	Instructor-led Training	System Administrators SMEs	Attribute editing	Remote
Asset Inspections / Readings	Instructor-led Training	System Administrators SMEs	Condition Assessment Readings / Monitoring	Remote
GIS	Instructor-led Training	System Administrators SMEs	Show in Map Open View in Map Create Request in Map Create Work Order in Map Add Asset/XY from Map	Remote

Deployment:

Once the project passes the Go-Live readiness assessment, final planning for Go-Live takes place. This will include completing the staging of the production environment, defining a communications plan for Go-Live, and defining a Go-Live schedule that is mutually accepted significant tasks include:

Major Task	Description
Configure Production Environment	CentralSquare Consultant completes the Configuration Validation checklist of the system to verify system is configured to meet the requirements.
Plan Cutover Schedule and Comunications	Describes tasks to be handled by CentralSquare and Customer personnel during the initial cutover to Go-Live, including a detailed schedule of CentralSquare personnel covering each shift with resources, process for reporting issues, how they will be handled or escalated, contact names/phone numbers onsite staff, remote and third-party vendors.
Execute Go Live	The transition from the legacy system to the EAM system. Conducts normal day-to-day business with the new system.
Go Live Support	This session will be used to provide support for Go Live. The topic will be determined by client needs.

Sample RACI Chart

- **R**esponsible (Who is/will be doing this task?)
- **A**ccountable (Who is the decision maker?)
- **C**onsulted (Anyone/stakeholders that can talk about it.)
- **I**nformed (Whose work depends on this task/needs to be kept up to date?)

	Sales	Project Management			RMO		Service Delivery						GIS		Cloud Services		Cust Success	Support	Customer			
	Account Executive	PMO Senior Leadership	PM Manager	Project Manager	RMO Leadership	Resource Planner	SD Senior Leadership	SD Manager	Trainer	Consultant	Installation Specialist	Data Conversion Specialist	GIS Manager	GIS Specialist	Cloud Team Leadership	Cloud Team	Cust Success Manager	Support Analyst	Customer Sponsor	Customer PM	Cust Functional Leads	Customer SMEs
Phase 1: Initiation																						
Assigning a Project Manager			R, A	I				I														
Sending Introductory Email to Customer				R, A				I												I		
Performing Contract / Project Setup and Intelligence Review			C	R, A				I														
Sizing a Project for Velocity			C	R, A				C														
Requesting an Implemenation Guide			C	R, A																		
Building Project Folder				R, A																		
Building Initial Draft of Project Artifacts			C	R, A																		
Initially Contacting Third Party Vendors				R, A																		
Requesting Work From the Cloud Team				R, A				I							I	I						
Sending Welcome Package to Customer				R, A						I									I	I	I	I
Conducting Sales to Service Transition Call	C		C	R, A				C	I	I	I	I	C	I		I						
Initially Calling Customer				R, A						I									I	C	I	I
Drafting Initial Project Timeline				R, A		I		C		I									I	C	C	C
Completing Project Initiation Checklist				R, A															I	C	C	C
Phase 2: Planning																						
Performing Project Kickoff	I	I	C	R, A			I	C	C	C	C	C	C	C	I	I			C	C	C	C
Scheduling Resources			I	C	C	R		A,C	I	I	I	I	C	I		I						
Reviewing Project Plan with Customer				R, A						I									I	C	C	C
Receiving Project Plan Customer Signoff		I	I	R, A	I	I	I	I	I	I	I	I	I	I	I	I			C	C	C	C
Completing Project Planning Checklist				R, A															I	C	C	C
Phase 3: Monitor & Control																						
Conducting Cadenced Status Meetings				R, A					C	C	C	C		C		C				C	C	C
Completing Monthly Status Reporting		I	I	R, A			I	I	C	C	C	C	I	C	I				I	I		
Performing Issue Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Risk Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	C	C
Performing Change Control Management				R, A															C	C	C	C
Performing Change Management				C															R, A	R	R	R
Performing Project Health Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			I	C	C	C
Performing Executive Stakeholder Management		I	C	R, A			I	C	C	C	C	C	C	C	I	C			C	C	I	I
Preparing for Go-Live		I	C	R, A			I	C	C	R	R	C	C	C	C	C	I	I	I	C	C	C
Conducting Go-Live	I	I	C	R, A			I	C	C,R	R	R	R	C	R		R			I	C	C	C
Stage 1: Analysis																						
Workflow Analysis			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Analyze Technical and Functional Requirements			I	I			I	C	C	R	A	C	C	C					I	C	C	C
Data Migration Mapping			I	I			I	C	I	A	C	R	C	C					I	C	I	C
Stage 2: Configuration																						
Build Environment				I			I	I	I	A	R		C	C					I	I	C	C
Configure Environment									C	R	C		C	C					I	I	C	C
Unit Testing				A						R	C		C	C					I	I	C	C
Adminstrative Workshops									R	C			I	I					I	I	C	C
Data Conversion				I				I		A	C	R	I	C					I	I	I	I
Stage 3: Testing																						
Testing				I				I		R	C									I	C	C
Fix Issues and Retest				I				C		R	A	C									C	C
System Sign-Off				A				I		R	C		I	C					I	C	C	C
Knowledge Transfer/User Training				I				I	R													
Go-Live Readiness				A				I		R									I	I	I	I
Stage 4: Deployment																						
Configure Production Environment			I	I			I	I		C	R										C	C
Plan Cutover Schedule and Communications				R				C		C	C								I	C	C	C
Pre-Launch Testing								I		R	C											
Go-Live + Communication		I	C	R				C		C	C								I	I	I	I
Phase 4: Closeout																						
Completing Transition to Support and CSM		I	I	R, A			I	I	I	I	I	I	I	I			R	R		C	C	C
Delivering Post Go-Live Items				R, A					R	R	R	R		R								
Performing Post Go-Live Issue Resolution				R, A					R	R	R	R		R		R		R				
Conducting Closeout Meeting with Customer				R, A															I	C	C	C
Performing Contract Reconciliation				R, A					I													
Completing Lessons Learned		I	C	R, A	I	C	I	C	C	C	C	C	C	C	I	C	I	I				
Archiving Project Folder				R, A																		
Performing Management Review			C	R, A																		
Closing Project in OpenAir				R, A																		
Completing Project Closeout Checklist				R, A																		

CentralSquare Solutions Agreement

This CentralSquare Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between **CentralSquare Technologies, LLC** with its principal place of business in Lake Mary, FL ("**CentralSquare**") and **City of Joplin, MO** ("**Customer**"), together with CentralSquare, the "**Parties**", and each, a "**Party**".

WHEREAS, CentralSquare licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and CentralSquare desires to grant and provide Customer license and access to such offerings as well as to provide support and maintenance, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

CentralSquare Technologies, LLC	City of Joplin
1000 Business Center Drive Lake Mary, FL 32746	602 S. Main Street, Joplin, MO , 64801
By:	By:
Print Name:	Print Name:
Print Title:	Print Title:
Date Signed:	Date Signed:

Solution: Enterprise Asset Mgmt

Term.

Initial Term. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) year(s) from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

Non-Renewal. Either Party may elect to end renewal of the Agreement by issuing a notice of non-renewal, in writing, to the other Party six (6) months prior to the expiration of the Agreement term.

Fees.

In consideration of the rights and services granted by CentralSquare to Customer under this Agreement, Customer shall make payments to CentralSquare pursuant to the amounts and payment terms outlined in Exhibit 1 (the Solution(s) and Services Fee Schedule).

All invoices shall be billed and paid in U.S. dollars (USD) and in accordance with the terms set forth in Exhibit 1. If Customer delays an invoice payment for any reason, Customer shall promptly notify CentralSquare in writing the reasons for such delay. Unless otherwise agreed by both Parties, CentralSquare may apply any payment received to any delinquent amount outstanding.

Standard Terms and Conditions

1. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

1.1. "**Affiliate**" means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity.

1.2. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions pursuant to this Agreement, and for whom access to the Solutions has been purchased.

1.3. "**Baseline Solution**" means the version of a Solution updated from time to time pursuant to CentralSquare's warranty services and maintenance, but without any other modification.

1.4. "**CentralSquare Systems**" means the information technology infrastructure used by or on behalf of CentralSquare to deliver the Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by CentralSquare or through the use of third-party services.

1.5. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.

1.6. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the third-party services.

1.7. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control. Further, with regard to any custom modification, Defect means a material deviation between the custom modification and the CentralSquare generated specification and Documentation for such custom modification, and for which Defect Customer has given CentralSquare sufficient information to enable CentralSquare to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under CentralSquare's control.

1.8. **"Delivery"** means:

1.8.1. For on-premise Solutions, Delivery shall be when CentralSquare delivers to Customer the initial copies of the Solutions outlined in Exhibit 1 by whichever the following applies and occurs first (a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method, or (c) installation, or (d) delivery of managed services server. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is at the time CentralSquare provides Customer with access to download the Solutions.

1.8.2. For cloud-based Solutions Delivery shall be whichever the following applies and occurs first when Authorized Users have (a) received log-in access to the Solution or any module of the Solution or (b) received access to the Solution via a URL.

1.9. "**Documentation**" means any manuals, instructions, or other documents or materials that CentralSquare provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solution(s), including any aspect of its installation, configuration, integration, operation, use, support, or maintenance.

1.10. **"End User Training"** means the process of educating general users of the Software on the operation of the Software.

1.11. "**Entity**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other organization.

1.12. **"Hardware"** means any equipment, computer systems, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

1.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.14. "**Managed Services Hardware**" means any equipment, computer systems, servers, peripherals, and any other tangible asset purchased as a subscription under this Agreement.

1.15. "**Maintenance**" means optimization, error correction, modifications, and Updates (defined herein) to CentralSquare Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Solution, the hours and details of which are described in Exhibit 2 (Maintenance and Support)

1.16. "**New or Major Releases**" means new versions of a Baseline Solution (e.g., version 4.0, 5.0 etc.) not provided as part of Maintenance.

1.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

1.18. "**Professional Services**" means configuration, installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by CentralSquare.

1.19. **"Project Kickoff"** is a meeting to occur shortly after contract execution between CentralSquare and Customer in which goals and objectives are set forth, all parties relevant team members are identified, and scope, timelines, and milestones are reviewed.

1.20. **"Reliability Period"** is the time period in which the Software is tested and confirmed reliable by successfully completed fifteen (15) continuous days in a live environment with no repeatable Priority 1 or Priority 2 issues as defined in Exhibit 2, unless otherwise agreed in a statement of work.

1.21. "**Software**" means the software program(s) (in object code format only) identified on Exhibit 1 (Solution(s) and Services Fee Schedule). The term "Software" excludes any Third-Party Software.

1.22. **"Software Version"** means the base or core version of the Solution Software that contains significant new features and significant fixes and is available to the Customer. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix.

1.23. "**Solutions**" means the software, Documentation, development work, CentralSquare Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by CentralSquare or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

1.24. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

1.25. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to CentralSquare.

2. License, Access, and Title.

2.1. License Grant. For any Solution designated as a "license" on Exhibit 1, Customer is granted a perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to use the Software for Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional software licenses purchased after the execution of this Agreement shall also be licensed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license. In such event, Customer shall not be entitled to a refund of any license fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities, provided that the Software is installed and operated at only one physical location. The Software license granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.2. Access Grant. For any Solution designated as a "subscription" on Exhibit 1, so long as subscription fees are paid and current, (unless terminated as provided herein), Customer is granted a nontransferable, nonexclusive right to use the software for the Customer's own internal use for the applications described in the Statement of Work, in the applicable environment (e.g., production, test, training, or disaster recovery system) and in the quantity set forth in Exhibit 1. Additional CentralSquare software subscriptions purchased after the execution of this Agreement shall also be accessed in accordance with the provisions of this section. Customer shall not use, copy, rent, lease, sell, sublicense, modify, create derivative works from/of, or transfer any software, or permit others to do said acts, except as provided in this Agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable access. In such event, Customer shall not be entitled to a refund of any subscription fees paid. Notwithstanding, Customer shall be entitled to use software at the applicable designated location for the purpose of the application(s) described in the Statement of Work to provide services for itself and other Affiliate governmental agencies/entities. The subscription access granted in this Agreement or in connection with it are for object code only and do not include a license or any rights to source code whatsoever.

2.3. Documentation License. CentralSquare hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.

2.4. Application Programming Interface "API". If the Customer has purchased any Application Programming Interface (API) license or subscription, Customer may use such API for Customer's own internal use to develop interfaces which enable interfacing with the applicable CentralSquare Software purchased herein. The development and use of such interfacing applications is specifically permitted under the use granted herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the usage rights granted herein, Customer shall not acquire any right, title or interest in the CentralSquare Software or API by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Should Customer desire to provide or share the API to a third-party, the third-party must enter into an API Access Agreement by and between the third-party and CentralSquare directly to govern the usage rights and restrictions of the applicable API.

2.5. Hardware**.** Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver, through hardware vendors, the Hardware itemized on Exhibit 1. The risk of loss or damage will pass to Customer upon the date of delivery to the Customer specified facility. Upon delivery and full satisfaction of the Hardware payment obligations, Hardware shall be deemed accepted and Customer will acquire good and clear title to Hardware. All Hardware manufacturer warranties will be passed through to Customer. CentralSquare expressly disclaims, and Customer hereby expressly waives all other Hardware warranties, express or implied, without limitation, warranties of merchantability and fitness for a particular purpose.

2.6. Managed Services Hardware**.** Subject to the terms and conditions of this Agreement, CentralSquare agrees to deliver the Managed Services Hardware itemized on Exhibit 1. So long as the applicable subscription fees are paid and current, Customer shall maintain a limited right in possessory interest in the Managed Services Hardware. No title in the Managed Services Hardware will pass to Customer at any time or for any reason. Customer agrees to maintain adequate insurance against fire, theft, or other loss for the Managed Services Hardware full insurable value. CentralSquare shall coordinate any defect or warranty claims in accordance with Exhibit 8.

2.7. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with CentralSquare and the respective rights holders.

3. Use Restrictions. Authorized Users shall not:

3.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

3.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;

3.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;

3.4. input, upload, transmit, or otherwise provide to or through the CentralSquare Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code (any software, hardware, device, or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software firmware, hardware, system or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement;

3.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the CentralSquare Systems, or CentralSquare's provision of services to any third-party, in whole or in part;

3.6. remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;

3.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party, or that violates any applicable law;

3.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to CentralSquare's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted in Section 2.

4. Audit.

4.1. CentralSquare shall have the right to audit Customer's use of the Software to monitor compliance with this Agreement. Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to such systems, books, and

records for the purpose of verifying license counts, access counts, and overall compliance with this Agreement. Customer shall render reasonable cooperation to CentralSquare as requested. If as a result of any audit or inspection CentralSquare substantiates a deficiency or non-compliance, or if an audit reveals that Customer has exceeded the restrictions on use, Customer shall promptly reimburse CentralSquare for all its costs and expenses incurred to conduct such audit or inspection and be required to pay for any delinquencies in compliance and prompt payment of any underpayment of Fees.

5. Customer Obligations.

5.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide CentralSquare Personnel with such access to Customer's premises and Customer Systems as is necessary for CentralSquare to perform the Support Services in accordance with the Support Standards and specifications and if required by CentralSquare, remote access in accordance with Exhibit 3 (CentralSquare Access Management Policy); and (c) provide all cooperation as CentralSquare may reasonably request to enable CentralSquare to exercise its rights and perform its obligations under this Agreement.

5.2. Effect of Customer Failure or Delay. CentralSquare is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.

5.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify CentralSquare of any such actual or threatened activity.

5.4. Maintaining Current Versions of CentralSquare Solutions. In accordance with Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable. Customer shall install and/or use any New or Major Release within one year of being made available by CentralSquare to mitigate a performance problem, ineligibility for Support Services, or an infringement claim.

6. Professional Services.

6.1. Compliance with Customer Policies. While CentralSquare personnel are performing services at Customer's site, CentralSquare personnel will comply with Customer's reasonable procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to CentralSquare in writing or in advance.

6.2. Contributed Material. In the process of CentralSquare's performing Professional Services, Customer may, from time to time, provide CentralSquare with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to CentralSquare a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for CentralSquare, CentralSquare's Affiliates and CentralSquare's licensees to make, use, sell and create derivative works of the Contributed Material.

6.3. Federal Grant Funds. Not Applicable.

7. Confidentiality.

7.1. Nondisclosure. The Parties agree, unless otherwise provided in this Agreement or required by law, not to use or make each other's Confidential Information available to any third party for any purpose other than as necessary to perform under this Agreement. **"Confidential Information"** means the Solution(s), Software, and customizations in any embodiment, and either Party's technical and business information relating to inventions or software, research and development, future product specifications, engineering processes, costs, profit or margin information, marketing and future business plans as well as any and all internal Customer and employee information, and any information exchanged by the Parties that is clearly marked with a confidential, private or proprietary legend or which, by its nature, is commonly understood to be confidential.

7.2. Exceptions. A Party's Confidential Information shall not include information that: (a) is or becomes publicly available through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and was not obtained by the recipient either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the recipient by a third party without restriction on recipient's disclosure, and where recipient was not aware that the information was the confidential information of discloser; (d) is independently developed by the recipient without violation of this Agreement; or (e) is required to be disclosed by law.

8. Security.

8.1. CentralSquare will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. CentralSquare will review and test such safeguards on no less than an annual basis.

8.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.

8.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of CentralSquare in the Solutions and Documentation and disclaim any liability or responsibility of CentralSquare with respect to such Authorized Users.

9. Personal Data. If CentralSquare processes or otherwise has access to any personal data or Personal Information on Customer's behalf when performing CentralSquare's obligations under this Agreement, then:

9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CentralSquare shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or Personal Information to CentralSquare so that CentralSquare may lawfully use, process and transfer the personal data and Personal Information in accordance with this Agreement on Customer's behalf, which may include CentralSquare processing and transferring the relevant personal data or Personal Information outside the country where Customer and the Authorized Users are located in order for CentralSquare to provide the Solutions and perform its other obligations under this Agreement; and

9.3. CentralSquare shall process personal data and information only in accordance with lawful and reasonable written instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and

9.4. CentralSquare shall take reasonable steps to ensure that its employees, agents and contractors who may have access to Personal Information are persons who need to know / access the relevant Personal Information for valid business reasons; and

9.5. each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and Personal Information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and Personal Information and the nature of the personal data and Personal Information being protected**.** If necessary, the Parties will cooperate to document these measures taken.

10. Representations and Warranties.

10.1. Intellectual Property Warranty. CentralSquare represents and warrants that (a) it is the sole and exclusive owner of (or has the right to license) the software; (b) it has full and sufficient right, title and authority to grant the rights and/or licenses granted under this Agreement; (c) the software does not contain any materials developed by a third party used by CentralSquare except pursuant to a license agreement; and (d) the software does not infringe any patent, or copyright.

10.2. Intellectual Property Remedy. In the event that any third party asserts a claim of infringement against the Customer relating to the software contained in this Agreement, CentralSquare shall indemnify and defend the Customer pursuant to section 13.1 of this Agreement. In the case of any such claim of infringement, CentralSquare shall either, at its option, (1) procure for Customer the right to continue using the software; or (2) replace or modify the software so that that it becomes non-infringing, but equivalent in functionality and performance.

10.3. Software Warranty. CentralSquare warrants to Customer that: (i) for a period of one year from the Effective Date (the "Warranty Period") the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with this Agreement; and (ii) at the time of delivery the Software does not contain any virus or other malicious code.

10.4. Software Remedy. If, during the Warranty Period a warranty defect is confirmed in the CentralSquare Software, CentralSquare shall, at its option, reinstall the Software or correct the Defects. Defects that occur in the Software after the Warranty Period will be corrected pursuant to Exhibit 2 (Maintenance & Support) and Exhibit 8 (Managed Services Provisions), if applicable.

10.5. Services Warranty**.** CentralSquare warrants that the Professional Services delivered will substantially conform to the deliverables specified in the applicable statement of work and that all Professional Services will be performed in a professional and workmanlike manner consistent with industry standards for similar work. If Professional Services do not substantially conform to the deliverables, Customer shall notify CentralSquare of such non-conformance in writing, within 10 days from completion of Professional Service, and CentralSquare shall promptly repair the non-conforming deliverables.

10.6. **Disclaimer of Warranty. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CENTRALSQUARE MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE INTELLECTUAL PROPERTY, SOFTWARE, PROFESSIONAL SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT CENTRALSQUARE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF**

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. FURTHER, CENTRALSQUARE EXPRESSLY DOES NOT WARRANT THAT A SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN CENTRALSQUARE PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY. THIS AGREEMENT DOES NOT AMEND, OR MODIFY CENTRALSQUARE'S WARRANTY UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to CentralSquare : **CentralSquare Technologies, LLC**
1000 Business Center Dr.
Lake Mary, FL 32746
Phone: 407-304-3235
Attention: Legal/Contracts

If to Customer: **City of Joplin**
602 S. Main Street
Joplin, MO 64801
Phone: *customer to supply
Email: *customer to supply
Attention: *customer to supply POC

12. Force Majeure.
Neither Party shall be responsible for failure to fulfill its obligations hereunder, or be liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, pandemic or epidemic, delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unavailability of equipment, software, or services from suppliers, default of a subcontractor or vendor to the Party if such default arises out of causes beyond the reasonable control of such subcontractor or vendor, the acts or omissions of the other Party, or its officers, directors, employees, agents, contractors, or elected officials, and/or other occurrences beyond the Party's reasonable control ("Excusable Delay" hereunder). In the event of such Excusable Delay, performance shall be extended on a day for day basis or as otherwise reasonably necessary to compensate for such delay.

13. Indemnification.

13.1. CentralSquare Indemnification. CentralSquare shall indemnify, defend, and hold harmless Customer from any and all Claims or liability, including attorneys' fees and costs, brought by a third party, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.2. Customer Indemnification. To the extent allowable by law, Customer shall indemnify, defend, and hold harmless CentralSquare from any and all Claims or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising solely from a wrongful or negligent act, error or omission of Customer, its employees, agents, contractors, or any subcontractor as a result of Customer's or any subcontractor's performance pursuant to this Agreement; however, Customer shall not be required to indemnify CentralSquare for any Claims or actions caused to the extent of the negligence or wrongful act of CentralSquare, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a Claim or liability results from or is contributed to by the actions or omissions of CentralSquare, or its employees, agents or contractors, Customer's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

13.3. "**Claim**" in this Section 13 means any claim, cause of action, demand, lawsuit, dispute, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

14. Termination.

14.1. Either Party may terminate this Agreement for a material breach in accordance with this subsection. In such event, the disputing Party shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which the disputing Party is invoking its right to terminate and the specific requirement within this Agreement or any exhibit or schedule hereto that the disputing Party is relying upon. Following such notice, the Parties shall commence dispute resolution procedures in accordance with the dispute resolution procedure pursuant to Section 17.

14.2. CentralSquare shall have the right to terminate this Agreement based on Customer's failure to pay undisputed amounts due under this Agreement more than ninety (90) days after delivery of written notice of non-payment.

14.3. Customer shall have the right to terminate if the proper appropriation of funds for the continuation of this Agreement is not available for any fiscal year after the first fiscal year during the Term, then this Agreement may be terminated. To effect the termination of this Agreement, Customer shall, within forty-five (45) days following the beginning of the fiscal year for which the proper appropriation is not available, provide CentralSquare with written notice of the failure to obtain the proper appropriation of funds. Such notice shall be accompanied by the payment of all sums then owed CentralSquare under this Agreement, if any.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

15.1. All rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of CentralSquare's Confidential Information and the Solutions, and within thirty (30) days deliver to CentralSquare, or at CentralSquare's request destroy and erase CentralSquare's Confidential Information from all systems Customer directly or indirectly controls; and

15.2. All licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to CentralSquare of any kind shall become immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty (30) days.

15.3. The provisions set forth in the following sections, and any other right or obligation of the Parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Indemnifications, & Limitations of Liability), will survive any expiration or termination of this Agreement.

15.4. In the event that Customer terminates this Agreement or cancels any portions of a project (as may be set forth in a Statement of Work) prior to Go Live (which shall be defined as "first use of a Solution or module of a Solution in a production environment, unless otherwise agreed by the Parties in a statement of work"), Customer shall pay for all Professional Services actually performed by CentralSquare on a time and materials basis, regardless of the payment terms in Exhibit 1.

15.5. Return of Customer Data. If Customer requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, CentralSquare shall within sixty (60) days following such expiration or termination, deliver to Customer in CentralSquare's standard format the then most recent version of Customer Data maintained by CentralSquare, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.6. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), CentralSquare will provide reasonable assistance. CentralSquare and Customer will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Customer in effecting Deconversion, as well as the appropriate date for completion. CentralSquare shall be entitled to receive compensation for any additional consultation, services, software, and documentation required for Deconversion on a time and materials basis at CentralSquare's then standard rates.

15.7. Termination of this Agreement shall not relieve either Party of any other obligation incurred one to the other prior to termination.

16. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided however, that in the event of a merger or acquisition of all or substantially all of CentralSquare's assets, CentralSquare may assign this Agreement to an entity ready, willing and able to perform CentralSquare's executory obligations hereunder.

17. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement (each, a "Dispute"), including the breach, termination, or validity thereof, shall be resolved as follows:

17.1. Good Faith Negotiations. The Parties agree to send written notice to the other Party of any Dispute ("Dispute Notice"). After the other Party receives the Dispute Notice, the Parties agree to undertake good faith negotiations to resolve the Dispute. Each Party shall be responsible for its associated travel and other related costs.

17.2. Escalation to Mediation. If the Parties cannot resolve any Dispute through good faith negotiations, the dispute will be escalated to non-binding mediation, with the Parties acting in good faith to select a mediator and establishing the mediation process. The Parties agree the mediator's fees and expenses, and the mediator's costs incidental to the

mediation, will be shared equally between the Parties. The Parties shall bear their own fees, expenses, and costs.

17.3. Confidential Mediation. The Parties further agree all written or oral offers, promises, conduct, and statements made in the course of the mediation are confidential, privileged, and inadmissible for any purpose in any litigation, arbitration or other proceeding involving the Parties. However, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

17.4. Litigation. If the Parties cannot resolve a Dispute through mediation, then once an impasse is declared by the mediator either Party may pursue litigation in a court of competent jurisdiction.

18. Waiver/Severability. The failure of any Party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such Party thereafter to enforce such provisions. If any provision of this Agreement is found to be unenforceable, that provision will be enforced to the maximum extent possible, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

19. LIABILITY. NOTWITHSTANDING ANY PROVISION WITHIN THIS AGREEMENT TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF LOSSES, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE, OR OTHERWISE:

19.1. **NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES; AND**

19.2. **CENTRALSQUARE'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT(S) ACTUALLY PAID BY CUSTOMER TO CENTRALSQUARE HEREUNDER FOR THE LAST TWELVE (12) MONTHS PRIOR TO THE DATE THE CLAIM AROSE.**

20. Insurance. During the term of this Agreement, CentralSquare shall maintain insurance coverage covering its operations in accordance with Exhibit 4 (Certificate of Insurance (Evidence of Coverage)). Upon request by Customer, CentralSquare shall include Customer as an additional insured on applicable insurance policies provided under this Agreement. CentralSquare shall provide proof of current coverage during the term of this Agreement.

21. Third-Party Materials. CentralSquare may, from time to time, include third parties to perform services, provide software, or provide equipment. Customer acknowledges and agrees CentralSquare provides front-line support services for these Third-Party Materials, but these third parties assume all responsibility and liability in connection with the Third-Party Materials. CentralSquare is not authorized to make any representations or warranties that are binding upon the third-party or to engage in any other acts that are binding upon the third-party, except specifically that CentralSquare is authorized to represent third-party fees and to accept payment of such amounts from Customer on behalf of the third-party for as long as such third-party authorizes CentralSquare to do so. As a condition precedent to installing or accessing certain Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap End User License Agreement ("EULA") or similar agreement provided by the Third-Party Materials provider. If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Customer or the mapping database vendor to CentralSquare. All third-party materials are provided "as-is" and any representation or warranty concerning them is strictly between Customer and the third-party.

22. Subcontractors. CentralSquare may from time to time, in its discretion, engage third parties to perform services on its behalf including but not limited to Professional Services, Support Services, and/or provide software (each, a "Subcontractor"). CentralSquare shall be fully responsible for the acts of all subcontractors to the same extent it is responsible for the acts of its own employees.

23. Entire Agreement. This Agreement, and any Exhibits specifically incorporated therein by reference, constitute the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous and contemporaneous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

24. Amendment. Either Party may, at any time during the term, request in writing changes to this agreement. The Parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a CentralSquare issued add-on quote signed by Customer, or a written change order or amendment to this Agreement signed by both Parties.

25. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

26. Counterparts. This Agreement, and any amendments hereto, may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. The

Agreement (and any amendments) shall be considered properly executed by a Party if executed by that Party and transmitted by facsimile or other electronic means, such as DocuSign, Tagged Image Format Files (TIFF), or Portable Document Format (PDF).

27. **Material Adverse Change**. If any law, regulation, applicable standard, process, OEM requirement is changed or comes into force after the Effective Date, including but not limited to PCI standards or Americans with Disabilities Act compliance (collectively, a "Material Adverse Change"), which is not explicitly addressed within this Agreement and results in *significant extra* costs for either Party in relation to the performance of this Agreement, both Parties shall promptly meet, discuss in good faith, and agree upon reducing the technical, operational, and/or commercial impact of such Material Adverse Change.

28. **Cooperative Purchases.** This Agreement may be used by Customer Affiliates. CentralSquare agrees to offer similar services to other Affiliates under the same terms and conditions as stated herein except that the Fees may be negotiated between CentralSquare and other Affiliates based on the specific revenue expectations, agency reimbursed costs, and other Affiliate requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such Affiliates. CentralSquare and the Affiliate will enter into any such arrangement with an amendment to this Agreement.

29. **Order of Precedence**.

29.1. In the event of any conflict or inconsistency between this Agreement, the Exhibits, or any purchase order, then the following priority shall prevail:

29.1.1. The main body of this Agreement and any associated amendments, statements of work (including Exhibit 5 (Statement of Work)), or change orders and then the attached Exhibits to this Agreement in the order in which they appear.

29.2. Customer's purchase terms and conditions or CentralSquare's sales terms and conditions are not applicable and shall have no force or effect, whether referenced in any document in relation to this Agreement.

29.3. Incorporated Exhibits to this Agreement:

Exhibit 1: Solution(s) and Services Fee Schedule

Exhibit 2: Maintenance & Support

Exhibit 3: CentralSquare Access Management Policy

Exhibit 4: Certificate of Insurance (Evidence of Coverage)

Exhibit 5: Statement of Work

Exhibit 6: Using/Accessing Agency Guidelines (if applicable)

Exhibit 7: Service Level Commitments (if applicable)

Exhibit 8: Managed Services Provisions (if applicable)

Exhibit 9: Third-Party Terms and Conditions (if applicable)

Exhibit 10: Community Data Platform Agreement (if applicable)

EXHIBIT 1
Solution(s) and Services Fee Schedule

Quote #: Q-166368

SOFTWARE INCLUDED

	PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
1.	Enterprise Asset Management Bundle - SaaS Subscription	24	1,475.00	35,400.00
			Software Total	35,400.00 USD

SERVICES INCLUDED

	DESCRIPTION	TOTAL
1.	Enterprise Asset Management Bundle - SaaS Subscription Cloud Startup Fee	10,000.00
2.	Public Admin Travel & Living Estimate	4,600.00
3.	Public Administration Consulting Services - As Incurred	36,540.00
4.	Public Administration GIS Services - As Incurred	4,500.00
5.	Public Administration Project Management Services - As Incurred	10,440.00
6.	Public Administration Technical Services - As Incurred	1,080.00
7.	Public Administration Training Services - As Incurred	10,260.00

Services Subtotal	77,420.00 USD
Discount	- 13,166.60 USD
Services Total	64,253.40 USD

QUOTE SUMMARY

Software Subtotal	35,400.00 USD
Services Subtotal	77,420.00 USD
Quote Subtotal	112,820.00 USD

Discount	- 13,166.60 USD
Quote Total	**99,653.40 USD**

RECURRING FEES

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	35,400.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

Payment Terms:

Subscriptions:

- If applicable, Annual Subscription Fees are due on the Delivery Date, and annually thereafter on the anniversary of the Delivery Date.
- Annual Subscription Fees shall increase by 5% each year

Services:

Payment Schedule:

	Implementation Services
30%	Due on Effective Date
20%	Due at Project Kickoff
15%	Due at completion of 1st End User Training Session
30%	Due at Go Live
5%	Due at completion of Reliability Period

- If applicable, non-fixed fee professional services shall be due as incurred on a time and materials basis. Non-fixed fee professional services are not included in the percentages outlined in the above Payment Schedule.
- If applicable, non-fixed fee travel expenses shall be due as incurred, invoiced monthly for the travel expenses of the preceding month. Non-fixed fee travel expenses are not included in the percentages outlined in the above Payment Schedule.
- If applicable, Fixed Fee travel expenses are included in the percentages outlined in the above Payment Schedule.

Hardware:

- If applicable, Non-subscription Hardware Fees are due on the Effective Date.

Licenses:

- If applicable, License Fees are due on the Delivery Date.

Support & Maintenance

- If applicable, Support & Maintenance Fees are due annually, starting prior to the first anniversary of the Delivery Date and annually thereafter.
- Annual Software Maintenance Fees shall increase by 5% each year.

Third Party:

- If applicable, Third-Party Software Fees are due on the Effective Date. Third-Party software subscriptions and/or support fees shall be due annually thereafter on the anniversary of the Effective Date. Third-Party Software fees are subject to increase each year.
- If applicable, Third-Party Services shall be due 50% at Effective Date, 25% at completion of 1st End User Training Session, and 25% at Go Live.

Invoice Terms:

CentralSquare shall provide an invoice for the items in the schedule above no less than thirty (30) days prior to the due date.

ANCILLARY FEES

a. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide CentralSquare valid proof of exemption; otherwise, CentralSquare will invoice Customer and Customer will pay to CentralSquare all such tax amounts.
b. To the extent allowable by law, if Customer fails to make any payment when due, then CentralSquare may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, CentralSquare may suspend performance or access until past due amounts have been paid.

EXHIBIT 2
Maintenance & Support

This Maintenance & Support Exhibit describes support and maintenance relating to technical support that CentralSquare will provide to Customer during the Term of the Agreement.

1. Product Updates and Releases

1.1. Software Version. "Software Version" means the base or core version of the Software that contains significant new features and significant fixes and is available to the Customer. Software Versions may occur as the Software architecture changes or as new technologies are developed. The nomenclature used for updates and upgrades consists of major, minor, build, and fix and these correspond to the following digit locations of a release, a,b,c,d. An example of which would be 7.4.1.3, where the 7 refers to the major release, the 4 refers to the minor release, the 1 refers to the build, and the 3 refers to a fix. All Software Versions are provided and included as part of this Agreement.

1.2. Updates. From time to time CentralSquare may develop permanent fixes or solutions to known problems or bugs in the Software and incorporate them in a formal "Update" to the Software. If Customer is receiving technical support from CentralSquare on the general release date for an Update, CentralSquare will provide the Customer with the Update and related Documentation at no extra charge. Updates for custom configurations will be agreed upon by the Parties and outlined in a Statement of Work or Change Order.

1.3. Releases. Customer shall agree to install and/or use any New or Major Release within one year of being made available by CentralSquare to avoid or mitigate a performance problem, ineligibility for Support and Maintenance Services or infringement claim. All modifications, revisions and updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such updates are necessary.

2. Support

2.1. CentralSquare shall provide to Customer support via toll-free phone number *833-278-7877* or via the CentralSquare Support Portal. CentralSquare shall provide to Customer, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to CentralSquare reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. Should either Party not be able to locate the error root cause and Customer and CentralSquare agree that on-site services are necessary to diagnose or resolve the problem CentralSquare shall provide a travel estimate and estimated hours in order to diagnose the reported error.

2.2. If after traveling onsite to diagnose a reported error and such reported error did not, in fact, exist or was not attributable to a defect in the Software provided by CentralSquare or an act or omission of CentralSquare, then Customer shall pay for CentralSquare's investigation, travel, and related services in accordance with provided estimate. Customer must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Exhibit, including remote access in accordance with the Remote Access Policy.

3. Online Support Portal

Online support is available via https://support.centralsquare.com/s/contact-us, offering Customer the ability to resolve its own problems with access to CentralSquare's most current information. Customer will need to enter its designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Customer to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. Exclusions from Technical Support Services

CentralSquare shall have no support obligations to provide Support or Maintenance for Solutions that are not kept current to one version prior to the then current version of the Solution. CentralSquare shall have no support obligations with respect to any third-party hardware or software product not licensed or sold to Customer by CentralSquare ("Nonqualified Product"). Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. Customer Responsibilities

In connection with CentralSquare's provision of technical support as described herein, Customer acknowledges that Customer has the responsibility to do each of the following:

5.1 Provide hardware, operating system and browser software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity for accessing the Solution.

5.2 Maintain any applicable computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;

5.3 For CentralSquare Solutions that are implemented on Customer Systems, maintain the designated operating system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;

5.4 Supply CentralSquare with access to and use of all information and facilities reasonably determined to be

necessary by CentralSquare to render the technical support described herein;

5.5 Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;

5.6 At all times follow routine operator procedures as specified in the Documentation or any error correction guidelines of CentralSquare posted on the CentralSquare website;

5.7 Customer shall remain solely responsible at all times for the safeguarding of Customer's proprietary, confidential, and classified information contained within Customer Systems; and

5.8 Reasonably ensure that the Customer Systems are isolated and free from viruses and malicious code that could cause harm before requesting or receiving remote support assistance.

6. Priorities and Support Response Matrix

The following priority matrix relates to software errors covered by this Agreement. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Exhibit. CentralSquare will make commercially reasonable efforts to respond to Software incidents for live remote based production systems using the following guidelines:

Priority	Issue Definition	Response Time
Priority 1 – Urgent	The software is completely down and will not launch or function.	Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 2 – Critical	A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations.	Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative.
Priority 3 – Non-Critical	A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function.	Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via Https://support.centralsquare.com/s/contact-us
Priority 4 – Minor	Cosmetic or documentation errors, including Customer technical questions or usability questions.	Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via Https://support.centralsquare.com/s/contact-us

7. Exceptions. CentralSquare shall not be responsible for failure to carry out its Support and Maintenance obligations under this Exhibit if the failure is caused by adverse impact due to:

7.1. defectiveness of the Customer's Systems (including but not limited to environment, hardware or ancillary systems), or due to Customer corrupt, incomplete, or inaccurate data reported to the Solution, or documented defect.

7.2. denial of reasonable access to Customer's System or premises preventing CentralSquare from addressing the issue.

7.3. material changes made to the usage of the Solution by Customer where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solution.

7.4. a Force Majeure event (as outlined in Section 12), or the negligence, intentional acts, or omissions of Customer or its agents.

8. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software incidents for live remote based production systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume live operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume live operations on the production system. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than twenty-four (24) hours after notification.
Priority 2 – **Critical**	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Customer to resume normal operations on the production System.	CentralSquare will work continuously to provide the Customer with a solution that allows the Customer to resume normal operations on the production System. CentralSquare will either resolve the issue or provide a resolution plan as soon as possible and not later than thirty-six (36) hours after notification.
Priority 3 – Non – Critical	CentralSquare will provide a procedural or configuration workaround that allows the Customer to resolve the problem.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Customer and CentralSquare's User base. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.	CentralSquare will work to provide the Customer with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no defined resolution time.

9. **Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide fixes to non-production environment(s). Non-production environments are not included under the response or resolution tables provided in this Exhibit.

   9.1. Maintenance. All non-production environment resolution processes will follow the structure and schedules outlined above for production environments.

   9.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled subordinate to production environment service requests.

10. **Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Software.

11. **Development Work.** Software support and maintenance does not include development work either (i) on software not licensed from CentralSquare or (ii) development work for enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Agreement. CentralSquare retains all intellectual property rights in development work performed and Customer may request consulting and development work from CentralSquare as a separate billable service.

12. **Technology Life Expectancy**. Customer understands, acknowledges and agrees that the technology upon which the Hardware, Solution and Third-Party Software is based changes rapidly. Customer further acknowledges that CentralSquare will continue to improve the functionality and features of the Solution to improve legal compliance, accuracy, functionality and usability. As a result, CentralSquare does not represent or warrant that the Hardware, Solution and/or Third-Party Software provided to Customer under this Agreement or that the Customer Systems recommended by CentralSquare will function for an indefinite period of time. Rather, CentralSquare and Customer may, from time to time, analyze the functionality of the Hardware, Solution, Third-Party Software and Customer Systems in response to changes to determine whether Customer must upgrade the same. Customer upgrades may include without limitation, the installation of a new Release, additional disk storage and memory, and workstation and/or server upgrades. Customer upgrades may also include the installation and/or removal of Third-Party Software. Customer is solely responsible for all costs associated with future resources and upgrades.

EXHIBIT 3
CentralSquare Access Management Policy

In order to provide secure, federally compliant connections to agency systems CentralSquare Technologies ("CentralSquare") requires BeyondTrust or SecureLink as the only approved methodology of connection. BeyondTrust and Securelink provide the necessary remote access in order to service and maintain CentralSquare products while adhering to the Federal Bureau of Investigations Criminal Justice Information Services requirements. Both solutions utilize two-factor authentication Federal Information Processing Standard Publication ("FIPS") 140-2 validated cryptographic modules and AES encryption in 256-bit strengths.

BeyondTrust and Securelink are addressed in turn via this Access Management Policy; Customers may choose which remote privileged access management solution will be utilized by CentralSquare.

BeyondTrust

The BeyondTrust remote support solution may be utilized via escorted session or a jump Customer. As for an escorted session, when an agency needs assistance from CentralSquare, the agency employee requesting assistance will receive verbal or email communication with a session key necessary to enable remote access. If a verbal key is provided, the user enters the session key after visiting https://securesupport.centralsquare.com.

Jump Customers are a Windows service that can be stopped/started to facilitate a support session. Connections made via jump Customer can be active or passive. An active jump Customer is always available. A passive connection is enabled for a specific purpose and then disabled when not used. Regardless of the option selected, CentralSquare's support team will arrange a BeyondTrust session to establish the jump Customer.

The jump Customer resides on the agency side on the installed device, where an agency administrator can manage. Instructions on how to enable/disable jump Customers can be provided upon request. A sample workflow of a passive jump Customer is provided below:

> *Should an agency require support from CentralSquare, a call would be placed and/or a support ticket opened in the portal on the CentralSquare customer support website. Before accessing the agency's system and/or environment, the CentralSquare representative would send a notice of connection from the CentralSquare support portal instance. This notice can be sent to the individual at the agency that the CentralSquare representative is working with or other designated contacts as necessary. Upon receipt of the notice of connection, the agency personnel would enable the BeyondTrust jump Customer. The CentralSquare representative would then be admitted to the agency's system and/or environment to perform the necessary task. Upon completion of the task, the CentralSquare representative sends a notice of disconnection from the CentralSquare support portal instance. Upon receipt of the notice of disconnection, the agency personnel would then disable the BeyondTrust jump Customer.*

Securelink

Similar to BeyondTrust's escorted session, Securelink may be utilized via "quick connect". To enable a quick connect session when an agency needs assistance from CentralSquare, the Agency employee requesting assistance will enter a key code in order to connect for screen sharing on a device.

Similar to the jump Customer methodology, SecureLink may also be utilized via "gatekeeper". The sample workflow description for a jump Customer provided above is substantially similar to the workflow for gatekeeper.

Summation

BeyondTrust and Securelink allow customers the ability to monitor connectivity to the customer's network and maintain CJIS compliance while enabling CentralSquare to perform the necessary support functions.

EXHIBIT 4

Certificate of Insurance (Evidence of Coverage)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
CN130114897-EO/C-GAWU-23-24	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED CentralSquare Technologies, LLC 1000 Business Center Drive Lake Mary, FL 32746	INSURER A : The Charter Oak Fire Insurance Co.	25615
	INSURER B : Phoenix Insurance Company	25623
	INSURER C : Travelers Property Casualty Company Of America	25674
	INSURER D : Travelers Casualty And Surety Company	19038
	INSURER E : AIG Specialty Insurance Company	26883
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-005494481-01 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			H-630-6S758660-COF-23	08/31/2023	08/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA-6S783539-23-I3-G	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
C	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP-6S801390-23-I3	08/31/2023	08/31/2024	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N: N	N / A	UB-6S783668-23-I3-G	08/31/2023	08/31/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
E	E&O/Cyber			01-424-27-66	08/31/2023	08/31/2024	Limit SIR		5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

CentralSquare Technologies LLC
1000 Business Center Drive
Lake Mary, FL 32746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA LLC

John Whittle

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

EXHIBIT 5
Statement of Work

[attached]

EXHIBIT 6

Intentionally Omitted

EXHIBIT 7
Service Level Commitments

The following applies to any CLOUD (non-OPS designated) Software Subscriptions on Exhibit 1 as a cloud hosted Solution.

1. Service Level Commitments

A. Availability. During any calendar month, the availability of the Solution shall be no less than 99.9%, excluding scheduled maintenance. CentralSquare shall provide Customer with prompt notification as soon as it becomes aware of any actual or potential unscheduled downtime of the Solution, as well as continual periodic updates during the unscheduled downtime regarding CentralSquare's progress in remedying the unavailability and estimated time at which the Solution shall be available.

B. Measurement. Service availability is measured as the total time that the solutions are available during each calendar month for access by Customer ("Service Availability"). Service Availability measurement shall be applied to the production environment only, and the points of measurement for all monitoring shall be the servers and the internet connections at CentralSquare's hosted environment.

C. Calculation. Service availability for a given month shall be calculated using the following calculation:

I. The total number of minutes which the service was not available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

II. Service availability targets are subject to change due to the variance of the number of days in a month.

III. The total number of minutes which the service was not available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

D. Remedy. If the service period target measurement is not met, then the customer shall be entitled to a credit calculated as follows:

Service availability	Credit percentage
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

Service Availability in the relevant Service Period	**Percentage Reduction in Monthly Fee for the Subsequent Service Period**
Less than 99.9% but greater than or equal to 99.0%	5%
Less than 99.0% but greater than or equal to 95.0%	10%
Less than 95%	20%

E. Credit must be requested by the customer within sixty (60) days of the failed target. Any credit awarded shall be applied to the next applicable invoice. Customer shall not be eligible for credits where customer is more than thirty (30) days past due on their account.

2. Exceptions. The Service Level Commitments and availability stated in this Exhibit do not cover services interruptions or performance issues that are caused by factors outside of CentralSquare or it's hosting partner's control. Such factors may include, but are not limited to:

A. Internet Access. Issues relating to Customer's internet access. Any outages, slowdowns, or other problems related to the internet connection are explicitly disclaimed;

B. Customer's Internal Network Issues. Issues originating from Customer's internal network such as network congestion, network equipment failure, or misconfigurations are explicitly disclaimed;

C. Third-Party Acts. Issues caused by the acts or omissions of third-parties, including providers of internet services, or for issues arising from third-party software or hardware that is not provided by CentralSquare is explicitly disclaimed;

D. Gross Negligence or Willful Misconduct. Issues relating to the failure or delay in performance to the extent caused by the acts or omissions of Customer or its agents constituting gross negligence or willful misconduct are explicitly disclaimed; and,

E. Force Majeure. A force majeure event such as natural disasters, acts of God, or any other cause constituting force majeure are explicitly disclaimed.

3. Server Performance & Capacity. The standard provisioning of storage for the cloud solutions is 1 terabyte. If Customer requests to add additional Software, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply at per unit (gigabyte, hour, license, etc).

4. Non-Production Environments. Included in the subscription fee is access to the training environment during the hours of 8:00am – 4:00pm EST, Monday through Friday. Should the Customer require extended access for items such as internal training, CentralSquare can make exceptions provided that Customer provide reasonable advance written notice. CentralSquare will then work with the Customer to enable access in accordance with an agreed upon schedule.

EXHIBIT 8

Intentionally Omitted

EXHIBIT 9

Intentionally Omitted

EXHIBIT 10

Intentionally Omitted

COUNCIL BILL NO. 2024-626 ORDINANCE NO.

AN ORDINANCE approving an agreement by and between the City of Joplin and Central Square Technologies, LLC., for the addition of an Enterprise Asset Management System, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this ordinance shall become effective.

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

Section 1. That the agreement between the City of Joplin and Central Square, for procurement of Enterprise Asset Management software and related statement of work, 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 of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said agreement, or agreement in substantially similar form by and on behalf of the City of Joplin.

Section 3. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-512 included budgeted appropriations by the total amount of One Hundred Four Thousand Dollars and No Cents ($104,000.00) for this capital expense.

Section 4. That the Director of Information Technology is hereby directed to issue a purchase order in the amount of Ninety-Nine Thousand, Six Hundred Fifty-three Dollars and Forty Cents ($99,653.40)

Section 5. That this Council Bill shall have an effective date of November 19, 2024

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-148 - Construction Agreement between City of Joplin and D&E Plumbing & Heating Inc. for the Joplin ARPA Group B Project

MEETING DATE
November 18, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024 - 148 Ordinance; Bid Summary, Construction Agreement, Location Map, Letter of Recommendation.

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with D&E Plumbing & Heating Inc. in the amount of Two million, five hundred eighty-eight thousand, five hundred sixty-one dollars and 00/100 ($2,588,561.00), for construction of the Joplin ARPA Group B Project.

BACKGROUND
The Parks and Stormwater Sales Tax was approved by voters in 2021. City staff procured Olsson as consultants underneath the City's standard RFQ process for the design process and inspection services. Staff followed the City's procurement policy for advertising of said project, and bids were opened on October 24th, 2024. D&E Plumbing & Heating Inc. was the low bidder on the project (ARPA Stormwater Group B). The bid was lower than the Engineer's Estimate.

FUNDING SOURCE
This is included in the FY 2024 Budget in the Parks and Stormwater Sales Tax Fund and is being partially funded through ARPA Grant funds of FY 2024.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance related to public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this council bill needs to be approved on an emergency basis to allow the execution of the agreement within funding time limitations.

Group B Stormwater Improvements - Joplin, MO
Bid Tab - October 24, 2024

olsson

Client Name: Joplin, MO
Project Name: Group B Stormwater Improvements
Olsson Project Number: 023-00749

Date	Index
10/24/2024	

			Jeff Asbell Excavating & Trucking, Inc. Junction, Missouri		D & E Plumbing & Heating, Inc. Nixa, Missouri		Sprouls Const, Inc. Lamar, Missouri	
BASE BID – SCHEDULE G – 26TH STREET STORMWATER IMPROVEMENTS								
Subtotal		**$522,280.00**		**$509,998.98**		**$491,984.00**		**$514,695.00**
BASE BID – SCHEDULE H – 12TH AND WALL STORMWATER IMPROVEMENTS			Jeff Asbell Excavating & Trucking, Inc. Junction, Missouri		D & E Plumbing & Heating, Inc. Nixa, Missouri		Sprouls Const, Inc. Lamar, Missouri	
Subtotal		**$703,030.00**		**$743,857.36**		**$642,071.00**		**$712,225.00**
BASE BID – SCHEDULE I – MASSACHUSSETTS AND MURPHY STORMWATER IMPROVEMENTS			Jeff Asbell Excavating & Trucking, Inc. Junction, Missouri		D & E Plumbing & Heating, Inc. Nixa, Missouri		Sprouls Const, Inc. Lamar, Missouri	
Subtotal		**$1,457,411.55**		**$1,287,936.66**		**$1,323,747.00**		**$1,418,849.00**
TOTAL BASE BID (SCHEDULE G+H+I)	**Total of (G+H+I)**	**$2,682,721.55**		**$2,541,793.00**		**$2,457,802.00**		**$2,645,769.00**
ADD ALTERNATE 1 – 12TH AND WALL STORMWATER IMPROVEMENTS			Jeff Asbell Excavating & Trucking, Inc. Junction, Missouri		D & E Plumbing & Heating, Inc. Nixa, Missouri		Sprouls Const, Inc. Lamar, Missouri	
Subtotal		**$87,145.00**		**$111,422.04**		**$130,759.00**		**$125,489.00**
TOTAL BASE BID + Add Alt 1		**$2,769,866.55**		**$2,653,215.04**		**$2,588,561.00**		**$2,771,258.00**

SECTION 00 52 00 - AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **D & E PLUMBING & HEATING , INC.** Address: **1112 N. Falcon Crest Court** **NIXA, MISSOURI 65714**	
Attention: **Kaleb Roberts**		Attention: **Steve Eoff**	
Department: **Engineering**		Phone: **417-725-5300**	Phone: **417-725-5300**
Phone: **417.624.0820 ext 1520**	Fax:		

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

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

JOPLIN ARPA STORMWATER PROJECT – GROUP B

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws prior to September 30, 2026, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

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

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

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

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

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

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

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

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

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

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Two million, five hundred eighty-eight thousand, five hundred sixty-one ($2,588,561.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of: 1) $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion for each project site, 2) $2000.00 per day for each and every calendar day that the contract remains uncompleted after September 30, 2026, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

13. Liability and Indemnity .

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid
f. Instructions to Bidders

g. Bid
h. Contractors Statement of Qualifications
i. Anti-Collusion Statement
j. Agreement
k. Notice of Award
l. Notice to Proceed
m. Performance Bond
n. Payment Bond (Labor and Materials)
o. General Conditions of Contract
p. Supplemental General Conditions
q. All Addenda

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Two million, five hundred eighty-eight thousand, five hundred sixty-one ($2,588,561.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

_____

Peter Edwards, City Attorney

CONTRACTOR:

By:

_____

_

Printed Name:

_____

Title:

_____

CITY OF JOPLIN, MISSOURI

By:

_____

Daniel Johnson, P.E.
Public Works Director

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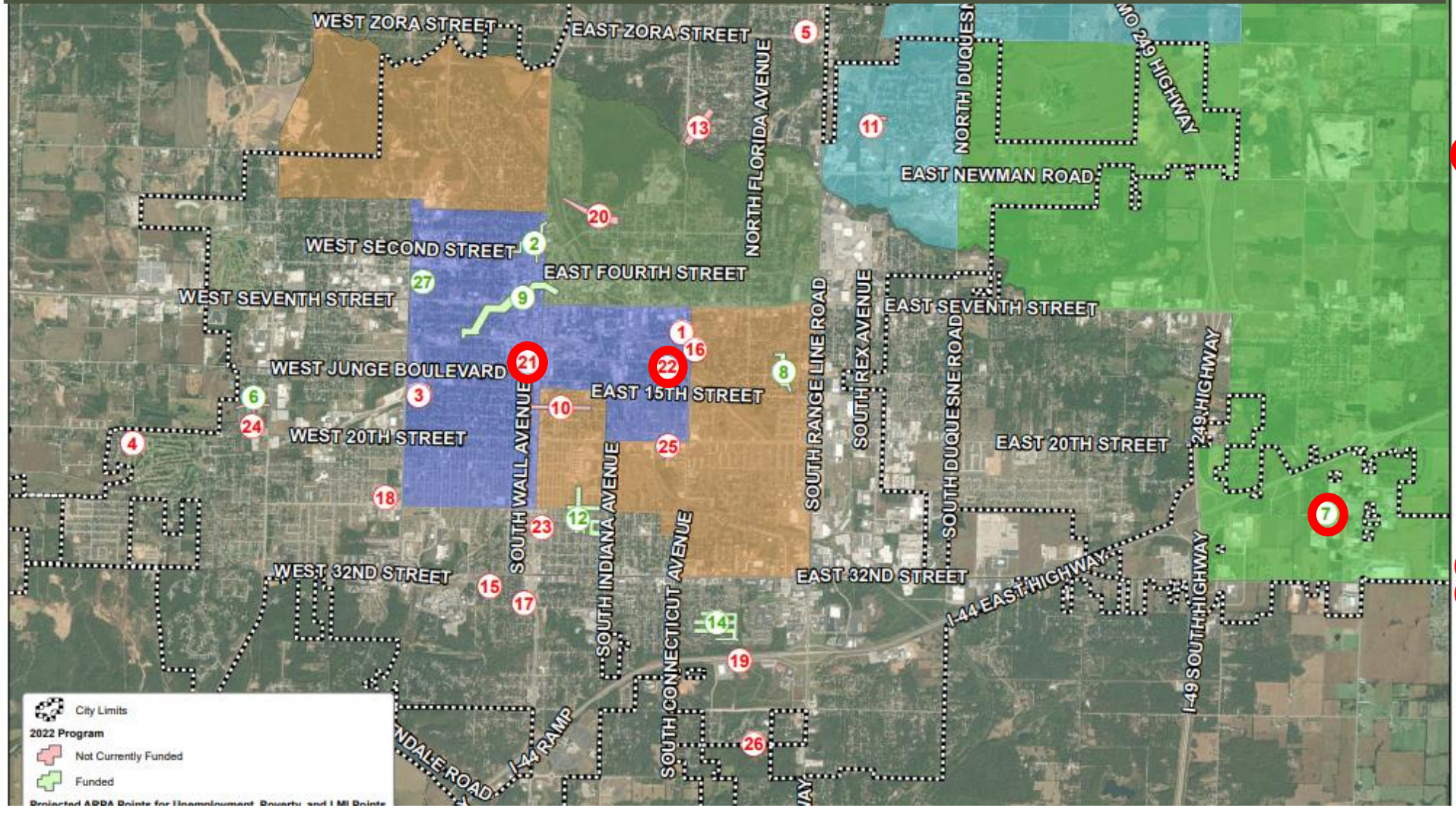
ARPA GRANT – STORMWATER PROJECT SITES



Joplin, MO

Stormwater Improvement Project Locations

1 Ninth Street and St. Louis Avenue
2 First Street and Joplin Avenue
3 17th Street and Annie Baxter Avenue
4 Twin Hill Estates
5 Beale Street and Zora Street
6 17th Street and Mina Avenue
7 26th Street twin culverts
8 Texas Avenue
9 Old Willow Branch
10 17th Street and Iowa Avenue
11 Ten Pin Lane
12 Durham Areas / Missouri Avenue
13 Euclid Avenue
14 Sunnyvale
15 33rd Street and Jackson Avenue
16 Carolina cul-de-sac ditch
17 34th Street and Joplin Avenue
18 26th Street and McCoy Avenue
19 I-44 Culvert Addition
20 East Town
21 12th Street and Wall Avenue
22 Massachusetts Avenue and Murphy Boulevar
23 Garvin Park ditch
24 Cleveland Court
25 20th Street and Rhode Island Avenue
26 Colorado Drive
27 5th Street and Porter Avenue

October 28, 2024

City of Joplin
Attn: Mr. Daniel Johnson
602 S Main Street
Joplin, MO 64801

Re: Joplin ARPA Group B Project
Joplin, Missouri – 2024
Olsson Project 023-00749

Mr. Johnson,

Bids for the above referenced project were received and opened on October 24, 2024. A total of three bids were submitted and have been reviewed.

After review of the bids, it is our recommendation that Notice of Award be given to the apparent low bidder, D&E Plumbing & Heating Inc., in the amount of $2,457,802.00 for the base bid, and $130,749.00 for Add Alt 1, and a total contract amount of $2,588,561.00. Upon your approval, we will commence with the processing of the contract for the project.

Please do not hesitate to call with any questions, comments, or if any further information or documentation is required.

Sincerely,

Eric Shelton

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

COUNCIL BILL NO. 2024-148 **ORDINANCE NO**

AN ORDINANCE approving an agreement with D&E Plumbing & Heating Inc. in the amount of Two million, five hundred eighty-eight thousand, five hundred sixty-one dollars and 00/100 ($2,588,561.00) for Joplin ARPA Group B Project and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and D&E Plumbing & Heating Inc. in the amount of Two million, five hundred eighty-eight thousand, five hundred sixty-one dollars and 00/100 ($2,588,561.00), for Joplin ARPA Group B Project on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the contractors shall be paid from the Parks and Stormwater Sales Tax of FY 2024 and is being partially funded through ARPA Grant funds of FY 2024.

Section 4. That the City of Joplin declares that this ordinance relating to public improvement is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after passage. Specifically, this council bill needs to be approved to allow the execution of the agreement within funding time limitations.

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL 2024-148 **ORDINANCE NO**

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax of FY 2024 to pay the amounts called for through this agreement.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-152 Construction Agreement between City of Joplin and Emery Sapp and Sons Inc. for the 20th Street Widening Project from Schifferdecker Avenue to Central City Road

MEETING DATE
November 18, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-152; Agreement; Exhibit; Bid Summary, Recommendation to Award Letter

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

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Nine Million Eight Hundred Seventy-Eight Thousand Two Hundred Forty-One and 50/100 dollars ($9,878,241.50) for construction of the 20th Street Widening Project.

BACKGROUND
In August 2014, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 10 years. One of the projects included in the program was the widening of 20th Street from Schifferdecker Avenue to Country Club Drive, and in the spring of 2023 the City reached an agreement with Jasper County to provide ARPA funds to extend the design of the project further to the west.

In April 2024, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 12 years. One of the projects included in the program was providing additional funding to the 20th Street Widening project to construct the improvements further west, from Schifferdecker Avenue to Central City Road.

In accordance with the City of Joplin's procurement policies, a request for bid proposal for the 20th Street Widening project was advertised in the Joplin Globe on October 5th, 2024, and bids were received by the City on November 5th, 2024. Three bids were received, with Emery Sapp and Sons Inc. selected as the lowest responsive bidder. The low bid was below the engineer's estimate. The project is to be completed by September 30, 2026.

FUNDING SOURCE
This item is included in the FY 2025 Budget in the Capital Improvement Sales Tax Fund and is being partially funded through City and Jasper County ARPA funds.

RECOMMENDATION

Staff recommends approval of Council Bill 2024-152, Construction Agreement between City of Joplin and Emery Sapp and Sons Inc. in the amount of Nine Million Eight Hundred Seventy-Eight Thousand Two Hundred Forty-One and 50/100 dollars ($9,878,241.50) for construction of the 20th Street Widening Project on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will ensure that the City and Contractor can fully execute the agreement within required Federal Grant Fund timelines.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Emery Sapp and Sons, Inc. Address: 5350 E. State Hwy AA SPRINGFIELD, MO 65803	
Attention: Daniel Johnson		Attention: Chris Landwehr	
Department: Public Works		Phone: 573-489-9248	Fax:
Phone: 417-624-0820	Fax:		

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

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

20TH STREET IMPROVEMENTS

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and complete said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws by September 30th, 2026.

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

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

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

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $9,878,241.50 (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

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

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and

omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to

perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of NINE MILLION, EIGHT HUNDRED SEVENTY-EIGHT THOUSAND, TWO HUNDRED FORTY-ONE AND 50 CENTS ($9,878,241.50) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the

City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

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

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

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

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

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

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

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

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

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

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

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be

decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: Emery Sapp and Sons, Inc.

Printed Name: Chris Landwehr

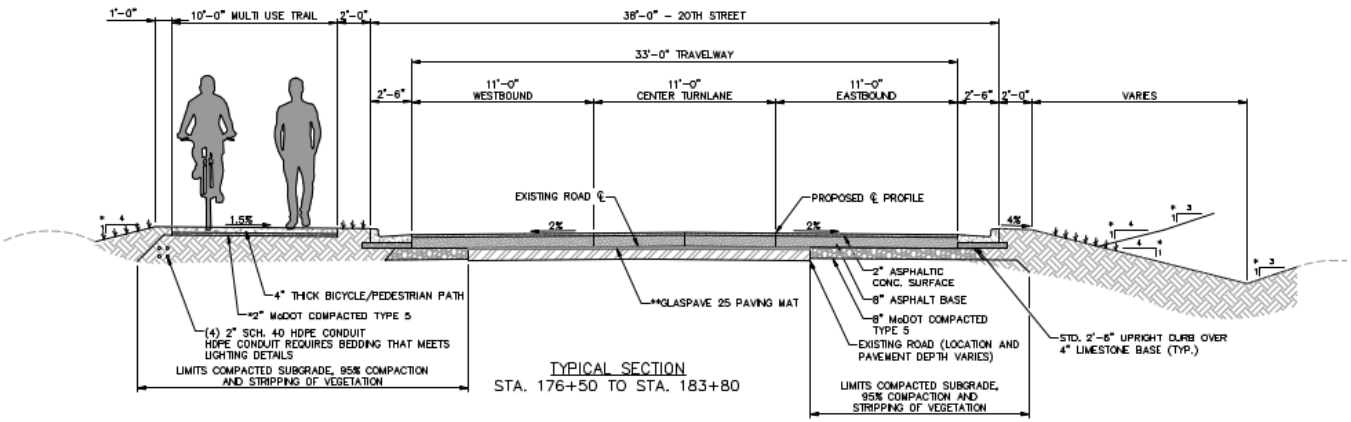
Title: A.V.P.

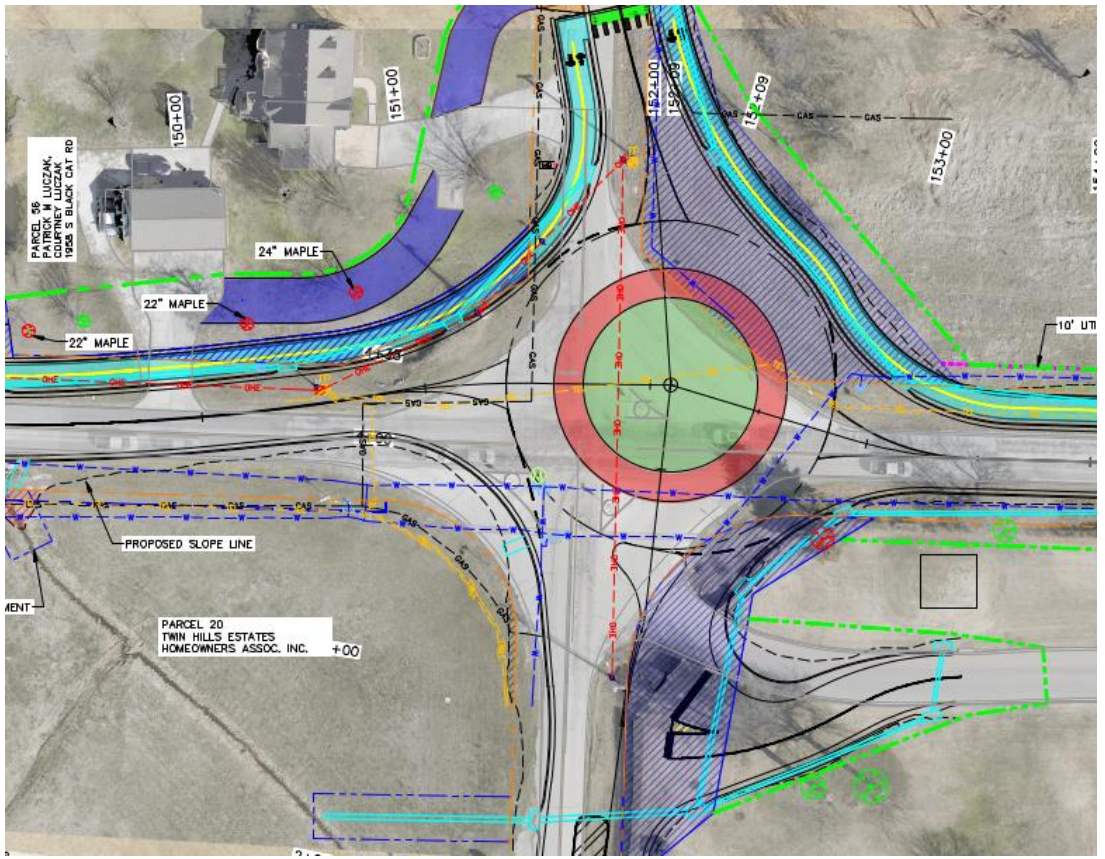
CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works

20th Street Widening





Bid Summary

PROJECT: 20th St. Widening, Schifferdecker Ave. to Central City Rd.

DATE OF BID OPENING: November 5 , 2024

CONTRACTOR	BID
Emery Sapp & Sons	$9,878,241.50
D&E Plumbing & Heating, Inc.	$9,878,697.42
Crossland Construction	$10,302,032.14
Engineer's Estimate	**$10,470,751.00**

November 07, 2024

Robert Beachner
Capital Improvements Project Manager, City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: 20th Street Improvements Project
Joplin MO, Schifferdecker to W. of Central City Road
Jasper County, Missouri

Dear Robert:

We have reviewed the three (3) bids received November 05, 2024 for the construction of the referenced project, and subsequently prepared a tabulation of those bids. The total on the enclosed Tabulation of Bids shows the amounts of the submitted bids.

We are pleased to report that we received very competitive bids. All three bids came in below the Engineer's Estimate. The two lowest bids received were within 0.05% of each other, or $456.00. For a project of this size, that rarely happens.

Considering the amount of work available for contractors to bid in this area, coupled with the number of ARPA projects that our local heavy highway contractors have on the books, we are very satisfied and pleased with the results. Therefore, it is the recommendation of this office that the City award the contract to Emery Sapp & Sons, Inc. (ESS) from Springfield, Missouri. This recommendation is predicated upon the fact that ESS is the lowest responsive, responsible bidder with a total bid in the amount of $9,878,241.50.

If the City concurs with this recommendation, please provide us with written notice to that effect. Upon receipt of your response, we will prepare the contract documents for execution by the contractor and schedule a preconstruction conference in the near future.

If you have any questions, please advise.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Steve Campbell, PE
Project Engineer

Enclosures:
Tabulation of Bids 20th Street Improvements

COUNCIL BILL NO. 2024-152 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Nine Million Eight Hundred Seventy-Eight Thousand Two Hundred Forty-One and 50/100 dollars ($9,878,241.50) for construction of the 20th Street Widening Project from Schifferdecker Avenue to Central City Road and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City enter into an agreement with Emery Sapp and Sons Inc. in the amount of Nine Million Eight Hundred Seventy-Eight Thousand Two Hundred Forty-One and 50/100 dollars ($9,878,241.50) for construction of the 20th Street Widening Project from Schifferdecker Avenue to Central City Road, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will ensure that the City and Contractor can fully execute the agreement within required Federal Grant Fund timelines.

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

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-152

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-153 Work Authorization OLS-WIL-01 with Olsson for professional engineering services for the Pennsylvania Avenue Viaduct Removal project.

MEETING DATE
November 18, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-153; Work Authorization OLS-WIL-01; Location Map

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

SUMMARY
This Council Bill authorizes the City to approve a work authorization with Olsson in the not to exceed amount of Five Hundred Sixty-Eight Thousand Two Hundred Fifty and 00/100 dollars ($568,250.00) for professional engineering services for the Pennsylvania Avenue Viaduct Removal project.

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

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

A large portion of the Old Willow Branch Storm Sewer improvement project is envisioned to go under 7th Street, from Moffett Avenue to Pennsylvania Avenue, and then turn north running under Pennsylvania Avenue to tie into the existing drainage channel. The installation of the new RCB Storm Sewer System is planned to be incorporated into MoDOT's 7th Street Reconstruction project.

This work authorization includes the development of construction plans and specifications for the new roadway and storm system improvements on Pennsylvania Avenue from 5th Street to 7th Street. Also included is the demolition of the Pennsylvania Avenue Viaduct to accommodate the new RCB extension to 7th Street and the channel improvements between Kentucky and Pennsylvania Avenue.

Olsson was selected from the City's list of on-call consultants for this type or work. The fees submitted by Olsson for this work have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE

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

RECOMMENDATION

Staff recommends approval of Council Bill 2024-153, Work Authorization OLS-WIL-01 with Olsson for professional engineering services for the Pennsylvania Avenue Viaduct Removal project in the not to exceed amount of Five Hundred Sixty-Eight Thousand Two Hundred Fifty and 00/100 dollars ($568,250.00) on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the consultant to perform this work without causing unnecessary delays to the proposed MoDOT project on 7th Street.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 1027 S Main, Suite 503 Joplin, MO 65801	
Attention: Dan Johnson, PE Director of Public Works		Attention: Clayton Cristy, PE	
Department: Public Works		Phone: 417- 627-5554	Fax:
Phone: 417 624-0820	Fax:	Pennsylvania Avenue, Bridge Removal, Street & Drainage Improvements Old Willow Branch (Yellow Phase)	

WORK AUTHORIZATION NUMBER OLS-WIL-01

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (On-Call)
Dated March 20, 2024

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

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

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

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

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

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to

disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number **OLS-WIL-01 exceed the sum of Five Hundred, Sixty-Eight Thousand, Two Hundred, Fifty and 00/100 Dollars ($568,250.00).**

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

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Subcontracts. In case any or all this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require all subcontractors with

whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Date: _____

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A - SCOPE OF SERVICES – YELLOW PHASE (01)

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 23, 2024 between Joplin, Missouri ("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: Pennsylvania Avenue from 5th St to 7th St, Joplin, MO

Project Description: The existing Old Willow Branch box culvert is near the end of its service life and in need of replacement. The existing culvert is located in downtown Joplin beneath several existing buildings. The scope of services is to develop construction plans and specifications for the new roadway and storm improvements on Pennsylvania Avenue from 5th Street to 7th Street. This will also include the demolition of the Pennsylvania Avenue Viaduct to accommodate the new RCB extension to 7th Street and the Channel Improvements between Kentucky and Pennsylvania Avenue.

MoDOT is currently designing a separate project with roadway improvements along Route 66/7th Street overlapping the limits of the proposed box culvert routing. The box culvert design in this scope is assumed to be incorporated into the design plans for the MoDOT project.

SCOPE OF SERVICES

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

DESIGN SERVICES

Phase 100 – Project Management

This component involves a Project Manager (PM) to work Olsson's project team and with the Owners' PM to ensure the timely completion of quality work products within available budgetary resources. The design PM will be responsible for:

Task 101: Project Management

- Establishing and maintaining project schedule and budget.
- Work with billing coordinators and project team to prepare invoices

Task 102: Communication and Coordination with Others

- Coordinate with the project team, agencies and/or Consultants that are involved with this project or adjacent projects. This involves one-on-one meetings, conference calls, etc.

- Kick-Off Meeting – Once notice to proceed has been received, the PM will schedule and attend a kickoff meeting with the full project team. The PM will draft an agenda, send out invites, and record meeting notes with action items to be followed up on.
- PM will schedule and attend monthly progress meetings (at a minimum) with the project team and will distribute an agenda 24 hours in advance of each meeting. The PM will draft an agenda, send out invites, and record meeting notes with action items to be followed up on.
- Eight (8) meetings (of all the types listed above) will be held for this project. Meetings will be documented and logged.

Task 103: Quality Management

- QA/QC for this project will be scheduled and coordinated by the Olsson Project Manager, who has performed QA/QC review on similar projects, or as identified in the Project Management Plan which will be developed with Owner at the beginning stages of the project. In addition, the teams that make up the Olsson team for this project will utilize other senior staff members for periodic consultation and QA/QC review as the design progresses and for each engineering discipline involved in the project.
- Formal QA/QC reviews including plan-in-hand walk throughs will be conducted at key intervals of design (60% and 90%) and prior to issuance of final PS&E. Completion of the QA/QC plan involves a final review by City and regulatory agency comments and a final constructability review by Olsson.

Task 104: Public Meeting

- Olsson will attend one public meeting with the City and produce plan view exhibits of the proposed improvements to promote discussion with the public. Three dimensional renderings are excluded from this scope. The format of the meeting will be an open house and the City will open the meeting with a formal announcement. No other formal presentation will be required.

<u>Phase 200 – Survey</u>

Task 201: **Topographic Survey Data** - Olsson will collect Topographic Survey data for portions of Pennsylvania Ave and surrounding properties, as outlined in Yellow, on the exhibit below. The Topographic Survey data shall depict contours at a 1' vertical interval, physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One-Call system. To provide continuity throughout the project, Olsson will utilize the project control established for the MoDOT Jasper County Route 66 project. The existing control is tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

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

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

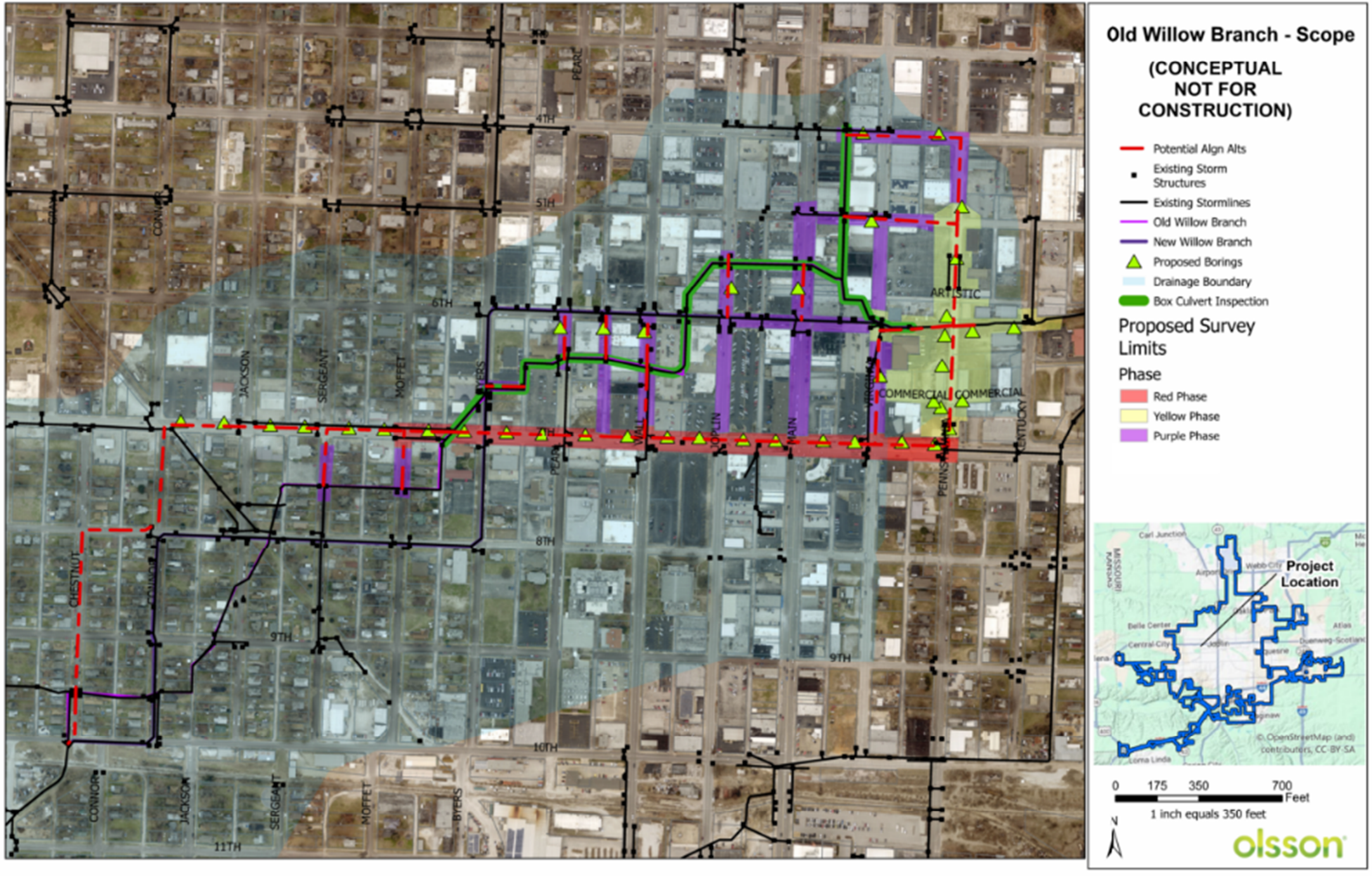


Figure 1: Limits of Survey

Task 202: **Boundary Survey Data -** Olsson will collect boundary information for the area outlined in Yellow on the attached exhibit, sufficient for preparing and writing easement descriptions. The survey shall be tied horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

Task 203: **Easement Exhibit and Description Preparation -** As necessary, Olsson will prepare easement exhibits and descriptions for any easements or right of way dedications, needed. Olsson estimates up to 16 easement exhibits and description, at a unit rate of $1000 per exhibit and description.

Task 204: **Title Work** - Olsson will order Title Searches for the 16 properties surrounding the project.

Phase 300 – Site Investigation

Task 301: **Geotechnical Investigation**

Field Exploration - Olsson to contact Missouri One Call to locate underground utilities. We propose to use a truck-mounted drill rig to complete the following borings for the geotechnical exploration:

- Eleven (11) borings to a depth of 20 feet each
- The borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 220 linear feet.
- Split spoon and thin-walled samples shall be collected from the soil test borings.
- We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations in the soil borings.
- After obtaining groundwater level readings, we will backfill the borings with soil cuttings and patch pavements as necessary.

Laboratory Services - As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), percent passing No. 200 sieve wash tests (ASTM D1140), mechanical sieve analysis (ASTM C136). Possible triaxial shear test.

Evaluation and Geotechnical Report - A geotechnical engineering report will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the site. In addition, the report will present our opinions and recommendations regarding the following items:

- Generalized geotechnical site preparation concerns addressing fill subgrade preparation, earthwork placement, fill compaction criteria, excavatability of any bedrock, and suitability of on-site materials for use as structural fill.
- Lateral Earth Pressures for CIP walls

- Pavement subgrade preparation.
- Minimum Pavement section thicknesses.

Retaining Wall Design - We propose to design two reinforced modular block retaining wall at this site. The retaining wall heights and lengths have not been finalized. From the information that has been provided, Olsson will perform the following services:

- Design of the retaining wall/s in accordance with NCMA design guidelines
- Global Stability Analysis on the critical wall section
- Preparation of design calculations
- Preparation of construction documents, plans and design notes.

Task 302: **Building Inspections (1)** - Olsson will conduct a site visit to investigate the condition of the existing building located immediately at 303 Commercial Alley. This investigation will consist of a visual inspection on the inside and outside of the building to observe the method of construction and overall condition of the structure. Photographs will be taken to provide a record of the structure's general condition, and any significant areas of disrepair identified through the field investigation.

A memorandum and photo log will be prepared that will offer recommendations to the City for addressing the suitability of the structure to remain in place during demolition activities, call out visually observable hazards that should be communicated to the Contractor via the bid documents (for example, presence of basements or apparent limits of foundations), and known significant areas of disrepair (for example, large cracks in walls, presence of uneven floors, or broken windows).

Task 303: **Lead and Asbestos Survey** - Olsson's subconsultant, New Horizons, will complete a lead-based paint and asbestos inspection of the existing bridge.

Task 304: **Wetland and Stream Delineation and Preliminary Jurisdictional Evaluation**

Olsson will complete a wetland and stream delineation of the project limits in Joplin, Missouri. Olsson will follow the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountain & Piedmont Region (Version 2.0) (April 2012).

- **Desktop Review.** The first step of the wetland and stream delineation consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.
- **Site Visit.** Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries

will be delineated using sub-meter accuracy global positioning system (GPS) units. Eastern Mountain & Piedmont Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions.

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

Task 305: **Nationwide Permit (if needed) -** Olsson will submit a Clean Water Act, Section 404, nationwide permit notification to the U.S. Army Corps of Engineers (USACE) for the project site. Nationwide permits are general department of army (DA) permits that meet a set of nationwide standards that have minimal individual and cumulative environmental impacts. Nationwide permits are required when jurisdictional aquatic impacts occur related to a project. Olsson will follow the Clean Water Act regulations (33 CFR Parts 320-332) and Section 404(b)(1) Guidelines (40 CFR Part 230). Nationwide permits include a description of the Project, aquatic impacts, threatened and endangered species (desktop evaluation), and cultural resources (desktop evaluation). Following completion of the permit, Olsson will submit the permit request to the USACE for permit issuance. Olsson will follow-up with additional USACE requests within the limitation of the assumptions outlined below.

Task 306: **Water Quality Certification**

Olsson will coordinate the 401 Water Quality Certification (WQC) with the U.S. Army Corps of Engineers (USACE) and any other relevant agencies for the project site. Olsson will follow the Clean Water Act regulations (33 CFR Parts 320-332). Olsson will follow-up with additional requests from the USACE or other agencies within the limitation of the assumptions outlined below.

Phase 400 – Preliminary Design (60%)

Task 401: **Preliminary and Right-of-Way Plans -** Olsson will develop preliminary and right-of-way plans that illustrate limits of the demolition, anticipated temporary access and laydown areas, structures and utilities in conflict with the proposed project, tree clearing, as well as easement and permanent RW limits. Permanent RW will be established to support the future buildout of Pennsylvania Avenue as an at-grade roadway. City staff members will provide the desired roadway typical section for establishing the RW limits for this project.

- Prepare & Submit RW Plans

- Cover Sheet
- General Notes
- Alignment and Control
- Typical Sections
- Demolition Plans
- Plan & Profile Sheets (roadway)
- Plan and Profile Sheets (drainage channel)
- Storm system layout
- Special details
- Cross Sections

- Prepare & Submit Opinion of Probable Cost
- Conduct Quality Control Review

Phase 500 – Right-of-Way Services

Task 501: **RW Assistance -** Olsson has reviewed the scope of the project as presented by the City and have determined six (6) parcels will be involved in the acquisition right-of-way or permanent easement and ten (10) additional parcels impacted by temporary construction easements.

We estimate that to negotiate the acquisition of right-of-way for all the parcels our not-to-exceed negotiation fee is $54,000.

If Relocation Assistance is involved on parcel takings an additional amount will be negotiated as a separate fee.

The fee amount for negotiation activity will include preparation of deeds and easement documents and three contacts with the owners to ensure that the owner has the opportunity to consider offer, free of coercion, and securing a conveyance. We will coordinate with City staff for the arrangement of payments to the property owners. A record of negotiations will be available to the City at all times upon request. If negotiations are not successful after three attempts the City will be notified that the negotiating activity has ceased, and we will request direction on how to proceed from the City of Joplin. If the parcel or easement can't be negotiated in the three contacts listed above, Olsson will review the property with the City to evaluate how to proceed. Negotiations beyond the initial three contacts shall be considered additional services.

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

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

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

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

Task 502: Appraisals (9 properties) - via Subconsultant

- Condemnation is not included in the 9-month completion timeline.

Phase 600 – Final Design Services

Task 601: Final Plans - Olsson will prepare final design plans that will illustrate temporary access and anticipated laydown areas, bridge and bridge foundation removals, anticipated traffic control requirements, tree removals, limits of easements and permanent rights of way, erosion control, and seeding/sodding requirements. The following design tasks are anticipated and included:

- Incorporate comments from City on preliminary plan submittal
- Prepare & Submit Final Plans
  - Cover Sheet
  - General Notes and Recapitulation of Quantities
  - Alignment and Control
  - Typical Sections
  - Plan & Profile Sheets (roadway)
  - Plan & Profile Sheets (channel)
  - Storm System Plan & Profile Sheets
  - Channel Wall Layouts & Details
  - Retaining Wall Layouts
  - Pavement Marking & Signing
  - Seeding and Erosion Control Details
  - Special Details (~10 sheets)
  - Cross Sections
- Prepare & Submit Final Opinion of Probable Cost
- Prepare & Submit SWPPP
- Prepare & Submit Project Front End Docs
- Prepare & Submit Technical Specifications
- Conduct Quality Control Review
- Incorporate comments from Client on Final Plan Submittal (100% unsigned/unsealed)
- Revise and Submit 100% PS&E (signed/sealed) for Construction Submittal.

Phase 700 - Bid Phase Services

Task 701: Attend Pre-bid Meeting - Olsson will attend a pre-bid meeting led by the Client. Some Olsson personnel may attend this meeting virtually.

Task 702: Answer Questions and Prepare Addenda - Olsson will assist the City with answering questions raised by bidders. Addenda will be prepared, as required, to provide clarification to questions. The Client will be informed on a regular basis of any project changes resulting from bidders' questions.

Task 703: Review and Evaluate Bids - All bids properly received will be reviewed. Any inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will distribute the bid

tabulation to all bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

DELIVERABLES

- Memoranda
  - Recommendations for Adjacent Building and Photo Log
- Geotechnical Report
- Preliminary & Right-of-Way Plans
  - Electronic (PDF) deliverables (cost estimate & plans)
- Final Design (100% unsigned/unsealed) – for client review/approval
  - Electronic (PDF) deliverables (cost estimate, front end, and technical specs & plans)
- Final Design (100% signed/sealed) – for bid
  - Electronic (PDF) deliverables (cost estimate, front end, and technical specs & plans)

Anticipated Start Date: November 2024
Anticipated Completion Date: November 2026

COMPENSATION

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

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $568,250 (Five-Hundred Sixty-Eight Thousand, Two-Hundred Fifty-Five Dollars).

Phase 100 – Project Management	$39,500
Phase 200 – Survey	$41,000
Phase 300 – Site Investigation	$58,500
Lead & Asbestos Insp. (sub)	$4,500
Phase 400 – Preliminary Design (60%)	$118,500
Phase 500 – Right-of-Way Services	$54,000
Appraisals (subconsultant)	$40,000
Phase 600 – Final Design Services	$190,000
Phase 700 – Bid Phase Services	$12,500
Reimbursable Expenses	$9,750
Total	**$568,250**

CLIENT PROVIDED INFORMATION

- Available utility locations, size, and materials, if available.
- Record drawings for bridge and building structures/as-builts/inspection reports.
- Right of entry to perform field work.
- Right of entry to the building and liaison for field inspections.
- City will be responsible for any fees associated with any permits and mitigation.
- City will coordinate with and obtain a demolition permit from MoDNR
- City Front End Bid Docs/Standard Specifications/templates that are to be included in the bid package will be provided and made available in electronic format (Word Format preferred)
- City will advertise the project, prepare and issue a notice to bidders.

ASSUMPTIONS:

1. Notice to proceed for this scope of work will be concurrently executed with design work that generally includes the overall drainage study to size the reinforced concrete box (RCB) culvert and for incorporating the new RCB extension into the MoDOT Route 66/7th Street Reconstruction Plans. The proposed new RCB extension will join at 7th Street and Pennsylvania Avenue intersection.
2. The City will appoint a staff member to facilitate and execute agreements with property owners and ensure access is allowed through their facilities to obtain field data for design and allow for construction.
3. Traffic control plans developed as part of the solicitation will be designed by Olsson and used by the Contractor to facilitate temporary access off of 7th Street and gain permit approval from MoDOT. Contractor shall prepare their own traffic control and signing for the city owned streets that will be temporarily impacted, and submit this information as a preconstruction work item for review and approval by the Engineer.
4. No federal funding will be used for the project.
5. Olsson will be retained via Contract Amendment by the City to make periodic site visits to inspect and observe the critical demolition activities and make a post-construction walkthrough of the buildings and bridge site. Client understands that additional inspection, monitoring, or detailed investigation may be necessary, and additional changes to the Construction Contract may be needed in excess of the bid documents.
6. The Bid Documents will require a Means and Methods Submittal that is to be prepared by the winning bidder. This Submittal will be prepared by a licensed professional engineer and consist of a detailed demolition sequence, work pads, staging, shoring, rigging requirements, equipment used, pre-condition assessments of the adjacent buildings and work area(s), piece and debris removal methods, security requirements, and any special considerations that the Contractor may elect to use to protect adjacent property during Demolition activities. Client understands that Olsson does not assume any liability for the means and methods proposed or submitted by the contractor, regardless of Olsson's review of said documents and that any review will be to review general compliance with the bid documents.
7. As part of this scope of services, Olsson will provide a structural engineer to conduct a visual inspection of the adjacent building at 303 Commercial Alley. This inspection is not intended to represent a detailed structural analysis, calculation of capacities, or other quantitative evaluation of the building. This inspection is to be used as a preliminary structural health assessment to gage the condition of the building, understand its construction methods, and identify possible constraints in order to inform the City as to the risks present for proceeding with the bridge demolition project.

8. Building Inspections:
    - City staff members will assist Olsson by securing right of entry to the building and providing a City liaison, as necessary, when entering the building or other private rights-of-way.
    - A detailed structural evaluation, analytical modelling, and material testing for the buildings is not included in this scope of services. Olsson makes no guarantee or offers any implied warranty that the buildings can safely remain in place during demolition activities.
9. Structural:
    - Bridge demolition specifications will be based on MoDOT Standard Specifications for Highway Construction.
    - Except for special connections (if any), the RCB design will follow MoDOT standard plans.
    - A detailed bill of reinforcing will not be developed for the RCBs or channel retaining wall (i.e. they will be bid as structural concrete per CY).
    - The channel wall and bottom is assumed to be cast-in-place construction.
10. The project is not located within FEMA special flood hazard areas. No floodplain development permitting or coordination with FEMA is included in this scope.
11. Fees are an estimate of the actual work necessary to complete the work and the consultant can shift funds between phases and task as necessary to complete the work. Fees cannot be shifted to future phases until the current phase has been submitted and accepted by the City.
12. All permit and mitigation fees, if any, will be paid for by the City.
13. Appraisals will be completed by Subconsultant.
14. If right-of-way negotiations take longer than 9 months, an amendment will be required.
15. Other assumptions identified within the scope of services.
16. The city will make a good faith effort to have the buildings adjacent to the bridge vacant during demolition

EXCLUSIONS

1. More than One On-Site Meeting with the Corps
2. On-Site Habitat or Threatened and Endangered Species Evaluations
3. On-Site Cultural Resources Study or Evaluation
4. Permittee Responsible Mitigation Plan and Monitoring
5. Individual Permit (over 0.5 acre of wetland impacts)
6. Design of utility relocations.
7. Design of temporary shoring, falsework, crane or equipment pads, means and methods, or demolition processes or activities.
8. Design of building protection systems
9. Seismic monitoring during construction activities
10. Soldier pile or soil nail wall designs
11. Detailed structural analysis of the existing buildings
12. Right of Way Assistance through condemnation (requires amendment)
13. Construction Services: administration, testing, inspection, record drawings, and observation

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.

LABOR RATE BILLING SCHEDULE 2024
Site Design

Description	Range
Principal	$185 - $310
Project Manager	$145 - $270
Project Professional	$135 - $185
Assistant Professional	$90 - $135
Designer	$115 - $165
CAD Operator	$50 - $130
Administrative/Clerical	$50 - $115
*Survey	$65 $220
*Construction Services	$65 - $245

Note:

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

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

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2024 Springfield/Joplin/Fayetteville
Survey Billing Rate Schedule

Classification	Hourly Rate
Group Leader	$210.00
Technical Leader	$185.00
Senior Surveyor	$160.00
Surveyor	$125.00
Associate Surveyor	$95.00
Assistant Surveyor	$80.00
Senior Technician	$110.00
Associate Technician	$85.00
Assistant Technician	$72.00
1 Man Field Crew	$130.00
2 Man Field Crew	$185.00

Equipment	Daily Rate
Boat	$100.00
ATV	$100.00
HD Scanner	$500.00
Drone	$500.00
Lidar	$2,500.00

Travel

Mileage (Portal to Portal)	Mile	$0.75
Hotel	Daily	$140.00
Meals	Daily	$50.00

Additional Notes

1. These Unit Fees are in effect until January 1, 2025.
2. Services and fees not listed above will be quoted upon request.
3. Services on weekends, holidays, and in excess of 8-hours/day will be charged 1.5 times the unit fee.
4. Subcontracted services will be invoiced at our cost plus 20%

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.67/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

2024 Field Operations Services
Unit Rate Schedule

Special Inspections and Construction Materials Testing Services

Testing Services (3-Hour Minimum)

Field Technician	Hour	$70.00
Senior Technician	Hour	$80.00
Field Manager	Hour	$95.00
Project Manager / Project Engineer	Hour	$150.00
Senior Project Manager / Senior Engineer	Hour	$210.00
Administrative Coordinator	Hour	$70.00
Mileage	Mile	$0.75

Laboratory Testing Services

Aggregate Testing

Abrasion - LA Machine	Each	$475.00
Atterberg Limit (Plasticity Index)	Each	$110.00
Bulk Density (Unit Weight) and Voids	Each	$100.00
Deleterious - Clay Lumps and Friable Particles	Each	$175.00
Deleterious - Flat & Elongated Particles	Each	$350.00
Deleterious - Lightweight Particles	Each	$230.00
Deleterious - Organic Impurities	Each	$130.00
Material Finer than No. 200 Sieve	Each	$80.00
Minimum & Maximum Index Density (Vibratory Table)	Each	$240.00
Moisture Content	Each	$21.00
Oversize Particle Correction	Each	$115.00
Particle Size (Gradation) - Sieve Analysis <3/4"	Each	$135.00
Particle Size (Gradation) - Sieve Analysis >3/4"	Each	$200.00
Percent Fractured Particles in Coarse Aggregate	Each	$260.00
Proctor - Modified	Each	$260.00
Proctor - Standard	Each	$210.00
Sand Equivalent of Fine Aggregate	Each	$230.00
Soundness Aggregates (Sodium or Magnesium)	Each	$285.00
Specific Gravity of Aggregate Coarse or Fine Aggregate	Each	$185.00
Uncompacted Void Content of Fine Aggregate	Each	$80.00

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Asphalt Testing

Asphalt Binder Content by Ignition	Each	140.00
Gradation of Extracted Aggregates (Includes Binder by Ignition)	Each	$200.00
Bulk Specific Gravity/ Pavement Cores (1pt)	Each	$60.00
Marshall Density (3pt)	Each	$240.00
Marshall Stability and Flow (3pt)	Each	$330.00
Percent Air Voids in Compacted Paving Mix	Each	$45.00
Preparation & Density of Superpave Gyratory Compaction Specimens (2pt)	Each	$320.00
Theoretical Maximum Specific Gravity (Rice) (Gmm)	Each	$155.00

Cement, Concrete, & Masonry Testing

Chloride Ion	Each	$200.00
Compressive Strength – Block or Block Prism	Each	$215.00
Compressive Strength - Concrete Cores	Each	$85.00
Compressive Strength - Cube (Grout & Mortar)	Each	$40.00
Compressive Strength - Cylinders	Each	$25.00
Density, Absorption & Voids of Hardened Concrete	Each	$630.00
Flexural Strength of Concrete	Each	$75.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete	Each	$350.00
Measuring Thickness of Concrete Elements (Drilled Cores)	Each	$65.00
Potential Alkali Silica Reactivity (ASR)	Each	$800.00

Equipment

Core Machine/Sampling	Day	$250.00
Dynamic Cone Penetrometer (DCP)	Day	$105.00
Electrical Resistivity - Field (AEMC Gauge)	Day	$100.00
Floor Flatness Equipment	Day	$300.00
Relative Humidity Probe/Sensor	Each	$80.00
Settlement Monitoring Plate	Each	$300.00
Standard Field Equipment	Each	$25.00
Vapor Emission Test Kit	Each	$60.00

Soil Testing

Atterberg Limits (Plasticity Index)	Each	$110.00
CBR Laboratory Compacted (3pt)	Each	$630.00
CBR Laboratory Compacted (1pt)	Each	$230.00
Density (Wet/Dry)	Each	$30.00
Direct Shear Test of Soils (Consolidated Drained) (3pt)	Each	$1600.00
Dispersion - Crumb	Each	$85.00
Dispersion - Pinhole	Each	$175.00
Material Finer than No. 200 Sieve	Each	$80.00
Moisture Content	Each	$21.00
Moisture Content - Microwave	Each	$45.00
One-Dimensional Consolidation Test	Each	$440.00

Organic Content - Soils	Each	$105.00
Oversize Particle Correction	Each	$115.00
Particle Size (Gradation) - Hydrometer	Each	$230.00
Particle Size (Gradation) - Sieve Analysis	Each	$135.00
Permeability - Flexible Wall Permeameter (Intact)	Each	$550.00
Permeability - Flexible Wall Permeameter (Remold)	Each	$650.00
Proctor - Modified	Each	$260.00
Proctor - Modified w/Additive	Each	$340.00
Proctor - Standard	Each	$210.00
Proctor - Standard w/Chem Additive	Each	$290.00
Swell or Collapse (One Dimensional)	Each	$315.00
Triaxial Compression – Consolidated Drained (Intact)	Each	$1730.00
Triaxial Compression – Consolidated Drained (Remold)	Each	$1930.00
Triaxial Compression – Consolidated Undrained (Intact)	Each	$1575.00
Triaxial Compression – Consolidated Undrained (Remold)	Each	$1775.00
Triaxial Compression – Unconsolidated Undrained	Each	$180.00
Unconfined Compressive Strength - Intact Rock	Each	$115.00
Unconfined Compressive Strength - Soils	Each	$75.00

Sprayed Fire Resistive Materials (SFRM)

Adhesion of SFRM to Structural Members (Field)	Each	$25.00
Thickness and Density of SFRM to Structural Members	Each	$90.00

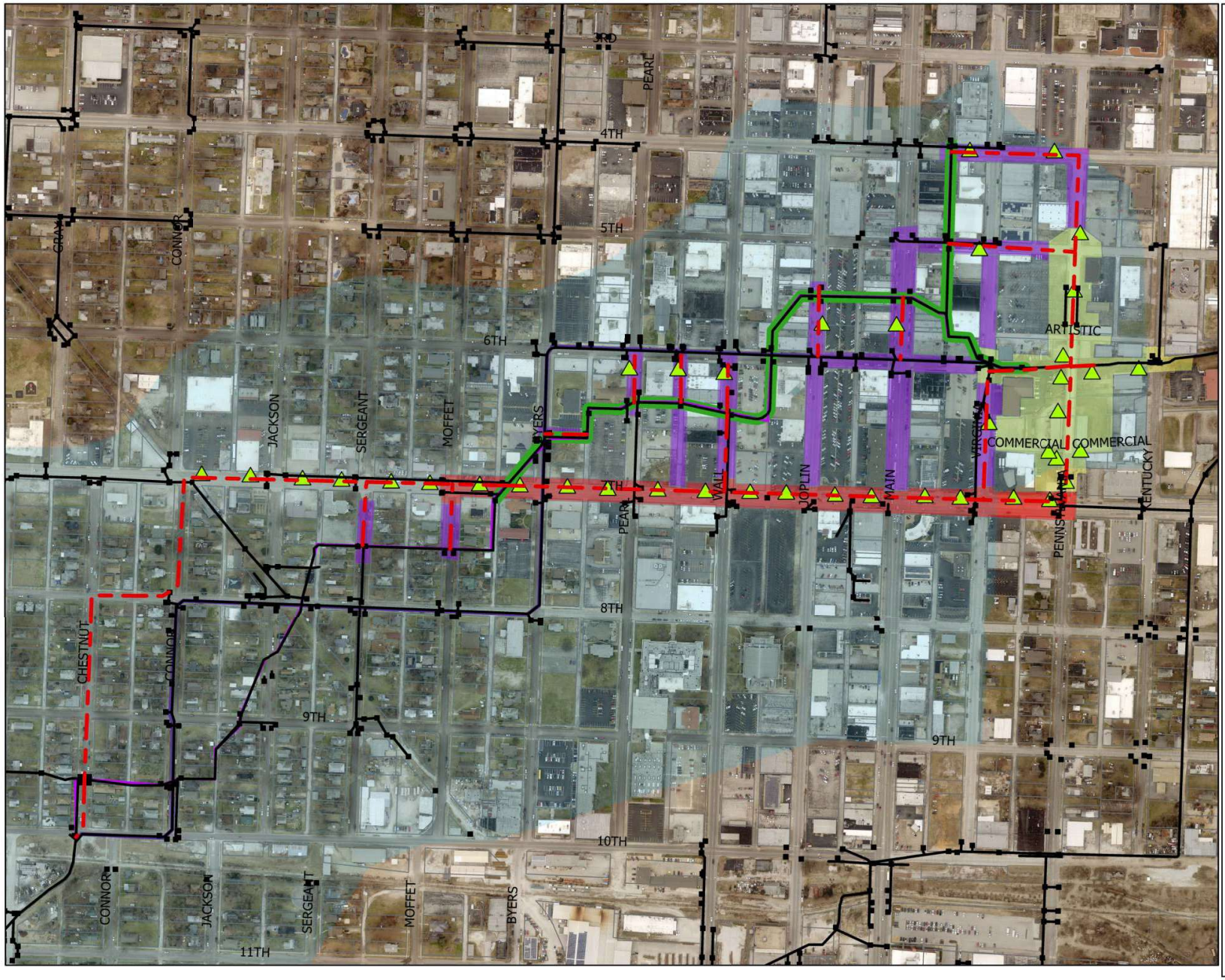
General Terms and Conditions

1. These Unit Fees are in effect until January 1, 2025. Services and fees not listed above will be quoted upon request.
2. All services charged are portal-to-portal.
3. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
4. Services provided before 6:00 a.m. and after 6:00 p.m. will be charged at 1.5 times the unit fee.
5. Mileage Rate subject to change based on Federal and IRS rate changes.
6. Subcontracted services and expenses will be invoiced at our cost plus 20%
7. Project Manager time will be included for project coordination and report review.

FIGURE 1

Old Willow Branch - Scope

(CONCEPTUAL NOT FOR CONSTRUCTION)

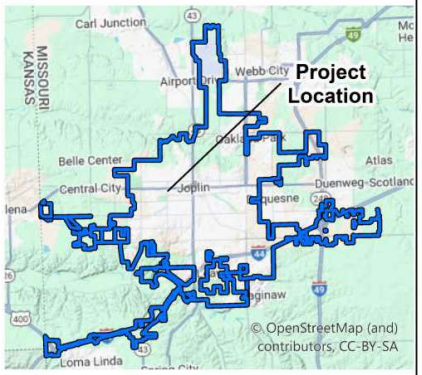


- Potential Algn Alts
- Existing Storm Structures
- Existing Stormlines
- Old Willow Branch
- New Willow Branch
- Proposed Borings
- Drainage Boundary
- Box Culvert Inspection

Proposed Survey Limits

Phase

- Red Phase
- Yellow Phase
- Purple Phase



0 175 350 700 Feet

1 inch equals 350 feet

N

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COUNCIL BILL NO. 2024-153 ORDINANCE NO.

AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of Five Hundred Sixty-Eight Thousand Two Hundred Fifty and 00/100 dollars ($568,250.00) for professional engineering services for the Pennsylvania Avenue Viaduct Removal 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 Work Authorization with Olsson in the not to exceed amount of Five Hundred Sixty-Eight Thousand Two Hundred Fifty and 00/100 dollars ($568,250.00) for professional engineering services for the Pennsylvania Avenue Viaduct Removal project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the consultant to perform this work without causing unnecessary delays to the proposed MoDOT project on 7th Street.

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

_____

ATTEST: Keenan T. Cortez Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2024-153 **ORDINANCE NO.**

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-154 Work Authorization OLS-WIL-02 with Olsson for professional engineering services for the Willow Branch Stormwater Study project.

MEETING DATE
November 18, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-154; Work Authorization OLS-WIL-02; Location Map

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

SUMMARY
This Council Bill authorizes the City to approve a work authorization with Olsson in the not to exceed amount of Six Hundred Two Thousand Five Hundred and 00/100 dollars ($602,500.00) for professional engineering services for the Willow Branch Stormwater Study project.

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

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

A large portion of the Old Willow Branch Storm Sewer improvement project is envisioned to go under 7th Street, from Moffett Avenue to Pennsylvania Avenue, and then turn north running under Pennsylvania Avenue to tie into the existing drainage channel. The installation of the new RCB Storm Sewer System is planned to be incorporated into MoDOT's 7th Street Reconstruction project.

This work authorization includes a scope of services to evaluate alternatives for replacement of the existing culvert along a new alignment (assumed to be largely under 7th Street), evaluate the appropriate size for the proposed culvert to reduce flooding within the restraints of the project, and to develop conceptual level plans for relocation of drainage systems north of 7th Street that connect to the existing Old Willow Branch box culvert.

Olsson was selected from the City's list of on-call consultants for this type or work. The fees submitted by Olsson for this work have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE

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

RECOMMENDATION

Staff recommends approval of Council Bill 2024-154, Work Authorization OLS-WIL-02 with Olsson for professional engineering services for the Willow Branch Stormwater Study project in the not to exceed amount of Six Hundred Two Thousand Five Hundred and 00/100 dollars ($602,500.00) on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the consultant to perform this work without causing unnecessary delays to the proposed MoDOT project on 7th Street.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 1027 S Main, Suite 503 Joplin, MO 65801	
Attention: Dan Johnson, PE Director of Public Works		Attention: Clayton Cristy, PE	
Department: Public Works		Phone: 417- 627-5554	Fax:
Phone: 417 624-0820	Fax:	Willow Branch Study (Purple Phase)	

WORK AUTHORIZATION NUMBER OLS-WIL-02

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (On-Call)
Dated March 20, 2024

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

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

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

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

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

5. **Payment**.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization **Number OLS-WIL-02 not to exceed the sum of Six Hundred, Two Thousand, Five Hundred and 00/100Dollars ($602,500.00).**

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

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Date: _____

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A - SCOPE OF SERVICES – PURPLE PHASE (02)

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 23, 2024 between Joplin, Missouri ("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: Old Willow Branch Culvert Replacement, Joplin, Missouri
Located from 7th and Moffett to 6th and Pennsylvania Avenue

Project Description: The existing Old Willow Branch box culvert is near the end of its service life and in need of replacement. The existing culvert is located in downtown Joplin beneath several existing buildings. The scope of services is to evaluate alternatives for replacement of the existing culvert along a new alignment (assumed to be largely under 7th Street), evaluate the appropriate size for the proposed culvert to reduce flooding within the constraints of the project, and to develop conceptual level plans for relocation of drainage systems north of 7th Street that connect to the existing Old Willow Branch Box culvert. Development of construction plans and specifications for the new culvert on 7th Street is included in a separate scope.

MoDOT is currently planning a separate project with roadway improvements along 7th Street overlapping the limits of the proposed box culvert replacement. The box culvert design in this scope is assumed to be included in the design plans for the MoDOT project.

SCOPE OF SERVICES

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

DESIGN SERVICES

Phase 100 – Project Management

This component involves a Project Manager (PM) to work Olsson's project team and with the Owners' PM to ensure the timely completion of quality work products within available budgetary resources. The design PM will be responsible for:

Task 101: Project Management

- Establishing and maintaining project schedule and budget.
- Define individual tasks and establish cost and schedule of each task.
- Provide forecast showing expenditure by month.
- Work with billing coordinators and project team to prepare invoices

- Track the Earned value of each task (the percent completion for each task times the total budget for each task)

Task 102: Communication and Coordination with Others

- Coordinate with the project team, agencies and/or Consultants that are involved with this project or adjacent projects. This involves one-on-one meetings, conference calls, etc.
- Kick-Off Meeting – Once notice to proceed has been received, the PM will schedule and attend a kick off meeting with the full project team. The PM will draft an agenda, send out invites, and record meeting notes with action items to be followed up on.
- PM will schedule and attend monthly progress meetings (at a minimum) with the project team and will distribute an agenda 24 hours in advance of each meeting. The PM will draft an agenda, send out invites, and record meeting notes with action items to be followed up on.
- It is anticipated that a maximum of eighteen (18) meetings (of all the types listed above) will be held for this project. Meetings will be documented and logged. If additional meetings are required, Olsson will enter a contract amendment to provide those services.

Task 103: Quality Management

- QA/QC for this project will be scheduled and coordinated by the Olsson Project Manager, who has performed QA/QC review on similar projects, or as identified in the Project Management Plan which will be developed with Owner at the beginning stages of the project. In addition, the teams that make up the Olsson team for this project will utilize other senior staff members for periodic consultation and QA/QC review as the design progresses and for each engineering discipline involved in the project.

Task 104: Utility Review Meeting/Coordination

- The ENGINEER shall distribute the plans to public and private utility companies for verification of ownership, type, size, and location of their facilities. Time will be included for coordination via the phone and one (1) utility coordination meeting.
- Plans will be submitted to the utility companies at concept phase to verify the location of their existing facilities as shown on the plans.

<u>Phase 200 – Survey</u>

Task 201: Topographic Survey - Olsson will collect Topographic Survey data for the areas outlined in Purple, on the exhibit below. The Topographic Survey data shall depict contours at a 1' vertical interval, physical improvements including buildings, driveways, fencing, vegetation, existing storm sewer systems, and visible utilities, as well as underground utilities as located by Missouri One-Call system. To provide continuity throughout the project, Olsson will utilize the project control established for the MoDOT Jasper County Route 66 project. The existing control is tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83– West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only. Utility location and mapping is for horizontal location of above ground and underground utilities only.

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

Right-of-Way Survey Data - Olsson will collect right-of-way information for the area outlined in Purple on the attached exhibit. To provide continuity throughout the project, Olsson will utilize the project control established for the MoDOT Jasper County Route 66 project. The existing control is tied vertically to the NAVD 1988 Vertical Datum and horizontally to the Missouri State Plane Coordinate System NAD 83–West Zone-US Survey foot. Olsson's fee does not include preparation of a deliverable survey in paper format. Survey provided will be in AutoCad format only.

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

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

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

Ownership and Encumbrances - EXCLUDED

Title work for private property has been excluded from this scope. After a conceptual alignment has been selected to move forward with design, Engineer will evaluate the need for additional easements outside of right-of-way and discuss with the owner. If title work and easements are required for the project, an amendment will be necessary to adjust the Engineer's scope of services.

FIGURE 1

Old Willow Branch - Scope

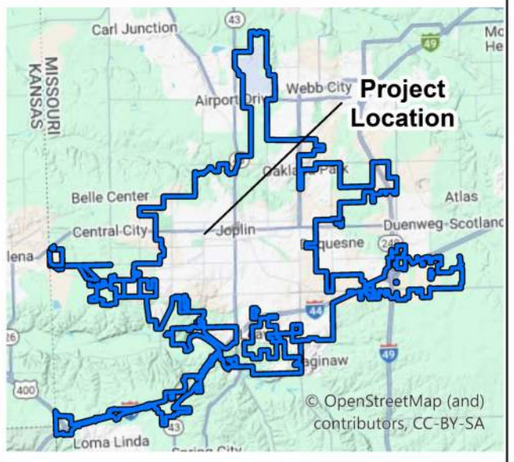
(CONCEPTUAL NOT FOR CONSTRUCTION)

- Potential Algn Alts
- Existing Storm Structures
- Existing Stormlines
- Old Willow Branch
- New Willow Branch
- Proposed Borings
- Drainage Boundary
- Box Culvert Inspection

Proposed Survey Limits

Phase

- Red Phase
- Yellow Phase
- Purple Phase



0 175 350 700 Feet

1 inch equals 350 feet

N

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Task 202: Box Culvert Survey – Existing Old Willow Branch Tunnel - The ENGINEER will utilize remote controlled video inspection to inspect approximately 3,300 linear feet of the existing Old Willow Branch box culvert. All drainage connections to the existing box should be identified and mapped in a GIS map noting their size, elevation, material, and horizontal location.

The structural condition of the existing tunnel should be evaluated according to NASSCO rating criteria. Segments of the box with similar structural rating can be grouped together in a map identifying segments with varying structural condition.
If it is feasible to enter the box culvert, visual inspection of the box and identification of drainage connections may be performed provided the Engineer follows all appropriate OSHA safety protocols.

Deliverable for this task will include video of the length of the box culvert and a photolog showing every location where a utility crosses through the tunnel or where a drain line connects to the side or top of the tunnel. Photolog should include size and material of the connect/crossing, approximate elevation of invert measured from the bottom of the tunnel, stationing information from the downstream end of the structure, and any other noteworthy information in a comments field.

Additionally, a GIS deliverable shall be provided mapping the inside walls of the existing tunnel and the connection points of all drain lines entering the structure. Attribute tables should be filled out and include invert elevations, pipe size, pipe material, stationing from downstream end of tunnel, and additional comments such as condition and whether there is evidence of active use.

Phase 300 –Site Investigation

Task 301– Geotechnical Investigation

Coordination and General Notes

- Olsson to contact Missouri One Call to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections.
- All boring locations must be readily accessible. Any fees resulting from clearing operations to achieve access to boring locations is Owner's responsibility and not included in this scope of work. Olsson cannot perform field work until access to boring locations is satisfactory to Olsson.
- Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete cracking, and damage to underground sprinkler systems. Olsson will not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. The Owner accepts full responsibility for site disturbance.

- Private utility locating services may be necessary to complete the field exploration. These services to be provided by others and are not included in this scope of work.

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

- Nine (9) borings to a depth of 10 feet each.

The borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 90 linear feet.

- Split spoon and thin-walled samples shall be collected from the soil test borings.
- We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations in the soil borings.
- After obtaining groundwater level readings, we will backfill the borings with soil cuttings and patch pavements as necessary.

Laboratory Services - As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), percent passing No. 200 sieve wash tests (ASTM D1140), mechanical sieve analysis (ASTM C136).

Evaluation and Geotechnical Report - A geotechnical engineering letter will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the site.

Phase 400 – Concept Design

Task 401: Hydrologic and Hydraulic Modeling

Existing Condition Evaluation – ENGINEER will develop a hydrology and hydraulic model to analyze existing Old Willow Branch box culvert and existing New Willow Branch Box culvert. Approximately 320 inlets will be modeled in a combined storm sewer model with approximately 225 acres of urban drainage. Peak flow rates will be calculated to the upstream junction of the two box culverts for an additional 250 acres of drainage and rating curves will be developed to estimate the flow split between the two culverts. The design will assume sufficient inlet capacity upstream of this location to fill the existing culverts and the remainder of the flow is conveyed in the streets. Detailed inlet capture and bypass calculations will be performed in the study area north of 7th street.

Inlets located downstream the 7th and Moffett intersection to the outlet of the system (near 6th and Pennsylvania) will be modeled to evaluate additional flow entering the box culvert. ENGINEER will use rational or NRCS curve number method to determine peak flows for the 2-year, 5-year, 10-year, 25-year, 50-year, and 100-year return frequencies.

Evaluation of Alternatives and Proposed Condition Modeling – Alignment alternatives will be evaluated for the proposed box culvert assumed to be mostly along 7th street. Two alignments will be evaluated as shown in figure 1. Alternatives will evaluate impacts to existing utilities, right-of-way, depth, conveyance capacity, constructability, and estimates of probable construction cost. Pennsylvania Avenue is considered a good alternative due to the anticipated removal of the viaduct. Alignment evaluation will give consideration to the future phase of box culvert replacement that will be required south of 7th street to the intersection of 10th and Chestnut to replace the remainder of the Old Willow Branch box culvert which exists beneath residential structures in this location. Conceptual evaluation of this future phase is necessary at this time to ensure connectivity and capacity and to avoid large scale utility and right-of-way challenges.

A proposed conditions storm sewer model will be developed for each alternative evaluating the hydraulics with assumed storm sewer connection modification. Conceptual storm sewer layout will seek to minimize conflict with existing utilities while considering cost effectiveness and design criteria defined in the project kickoff. It is anticipated that one concept will be recommended to the Client. Presentation will include conceptual level plan and profile exhibits for the recommended storm sewer layout.

Evaluation of Box Culvert Decommissioning and Relocation of Storm Sewer Connections – Evaluation of storm sewer connections will be performed to identity an alignment and profile for relocation of public storm sewer which connects to the existing box culvert. Box culvert inspection data will be reviewed for any private drainage connections to the existing box culvert and a concept level recommendation will be provided for relocation of private connections. After evaluating alternatives, Engineer will recommend one alignment and profile for each storm sewer connection and complete conceptual level plan and profile exhibits. This scope assumes 3,750 linear feet of storm sewer systems will be relocated to connect to either the existing “New Willow Branch” tunnel or the proposed 7th street box culvert.

Stormwater Report – A stormwater report will be provided summarizing the methods of analysis and findings of this scope of services. Conceptual storm connection plan and profiles will be included in an appendix. Opinion of probable construction costs will be developed for the conceptual storm sewer connection relocation.

DELIVERABLES

- Geotechnical Report
- Concept Study Report Plans
    - Electronic (PDF) deliverables (cost estimate & plans)

Anticipated Start Date: November 2024
Anticipated Completion Date: December 2025

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and

all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $602,500 (Six-Hundred Two Thousand, Five-Hundred Dollars).

Phase 100 – Project Management	$27,800
Phase 200 – Survey	$92,000
Box Culvert Survey (subconsultant	$50,000
Phase 300 – Site Investigation	$8,800
Phase 400 – Concept Design	$418,900
Reimbursable Expenses	$5,000
Total	**$602,500**

ASSUMPTIONS

1. Notice to proceed for this scope of work will be concurrently executed with design work that generally includes updates to the MoDOT Route 66/7th Reconstruction Plans and to provide a point connection near the 7th Street and Pennsylvania Avenue intersection.
2. Manhole, steps, collars, and riser details can utilize APWA or City standards.
3. Except for special connections (if any), the reinforced box culvert design will follow MoDOT standard plans.
4. The project is not located within FEMA special flood hazard areas. No floodplain development permitting or coordination with FEMA is included in this scope.
5. Fees are an estimate of the actual work necessary to complete the work and the consultant can shift funds between phases and task as necessary to complete the work. Fees cannot be shifted to future phases until the current phase has been submitted and accepted by the City.
6. All permit fees will be paid for by the City.
7. Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities.
8. Construction staking is not included but may be added via amendment or billed hourly at the city's request.
9. Other assumptions identified within the 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.

EXCLUSIONS

1. O&E Reports for survey
2. Utility potholing
3. Structural evaluations
4. Public meetings or exhibits
5. RW negotiations services
6. Preliminary and Final Design services
7. Bidding services
8. Construction Phase services

LABOR RATE BILLING SCHEDULE 2024
Site Design

Description	Range
Principal	$185 - $310
Project Manager	$145 - $270
Project Professional	$135 - $185
Assistant Professional	$90 - $135
Designer	$115 - $165
CAD Operator	$50 - $130
Administrative/Clerical	$50 - $115
*Survey	$65 $220
*Construction Services	$65 - $245

Note:

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

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

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2024 Springfield/Joplin/Fayetteville
Survey Billing Rate Schedule

Classification	Hourly Rate
Group Leader	$210.00
Technical Leader	$185.00
Senior Surveyor	$160.00
Surveyor	$125.00
Associate Surveyor	$95.00
Assistant Surveyor	$80.00
Senior Technician	$110.00
Associate Technician	$85.00
Assistant Technician	$72.00
1 Man Field Crew	$130.00
2 Man Field Crew	$185.00

Equipment	Daily Rate
Boat	$100.00
ATV	$100.00
HD Scanner	$500.00
Drone	$500.00
Lidar	$2,500.00

Travel

Mileage (Portal to Portal)	Mile	$0.75
Hotel	Daily	$140.00
Meals	Daily	$50.00

Additional Notes

1. These Unit Fees are in effect until January 1, 2025.
2. Services and fees not listed above will be quoted upon request.
3. Services on weekends, holidays, and in excess of 8-hours/day will be charged 1.5 times the unit fee.
4. Subcontracted services will be invoiced at our cost plus 20%

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.67/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

2024 Field Operations Services
Unit Rate Schedule

Special Inspections and Construction Materials Testing Services

Testing Services (3-Hour Minimum)

Field Technician	Hour	$70.00
Senior Technician	Hour	$80.00
Field Manager	Hour	$95.00
Project Manager / Project Engineer	Hour	$150.00
Senior Project Manager / Senior Engineer	Hour	$210.00
Administrative Coordinator	Hour	$70.00
Mileage	Mile	$0.75

Laboratory Testing Services

Aggregate Testing

Abrasion - LA Machine	Each	$475.00
Atterberg Limit (Plasticity Index)	Each	$110.00
Bulk Density (Unit Weight) and Voids	Each	$100.00
Deleterious - Clay Lumps and Friable Particles	Each	$175.00
Deleterious - Flat & Elongated Particles	Each	$350.00
Deleterious - Lightweight Particles	Each	$230.00
Deleterious - Organic Impurities	Each	$130.00
Material Finer than No. 200 Sieve	Each	$80.00
Minimum & Maximum Index Density (Vibratory Table)	Each	$240.00
Moisture Content	Each	$21.00
Oversize Particle Correction	Each	$115.00
Particle Size (Gradation) - Sieve Analysis <3/4"	Each	$135.00
Particle Size (Gradation) - Sieve Analysis >3/4"	Each	$200.00
Percent Fractured Particles in Coarse Aggregate	Each	$260.00
Proctor - Modified	Each	$260.00
Proctor - Standard	Each	$210.00
Sand Equivalent of Fine Aggregate	Each	$230.00
Soundness Aggregates (Sodium or Magnesium)	Each	$285.00
Specific Gravity of Aggregate Coarse or Fine Aggregate	Each	$185.00
Uncompacted Void Content of Fine Aggregate	Each	$80.00

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Asphalt Testing

Asphalt Binder Content by Ignition	Each	140.00
Gradation of Extracted Aggregates (Includes Binder by Ignition)	Each	$200.00
Bulk Specific Gravity/ Pavement Cores (1pt)	Each	$60.00
Marshall Density (3pt)	Each	$240.00
Marshall Stability and Flow (3pt)	Each	$330.00
Percent Air Voids in Compacted Paving Mix	Each	$45.00
Preparation & Density of Superpave Gyratory Compaction Specimens (2pt)	Each	$320.00
Theoretical Maximum Specific Gravity (Rice) (Gmm)	Each	$155.00

Cement, Concrete, & Masonry Testing

Chloride Ion	Each	$200.00
Compressive Strength – Block or Block Prism	Each	$215.00
Compressive Strength - Concrete Cores	Each	$85.00
Compressive Strength - Cube (Grout & Mortar)	Each	$40.00
Compressive Strength - Cylinders	Each	$25.00
Density, Absorption & Voids of Hardened Concrete	Each	$630.00
Flexural Strength of Concrete	Each	$75.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete	Each	$350.00
Measuring Thickness of Concrete Elements (Drilled Cores)	Each	$65.00
Potential Alkali Silica Reactivity (ASR)	Each	$800.00

Equipment

Core Machine/Sampling	Day	$250.00
Dynamic Cone Penetrometer (DCP)	Day	$105.00
Electrical Resistivity - Field (AEMC Gauge)	Day	$100.00
Floor Flatness Equipment	Day	$300.00
Relative Humidity Probe/Sensor	Each	$80.00
Settlement Monitoring Plate	Each	$300.00
Standard Field Equipment	Each	$25.00
Vapor Emission Test Kit	Each	$60.00

Soil Testing

Atterberg Limits (Plasticity Index)	Each	$110.00
CBR Laboratory Compacted (3pt)	Each	$630.00
CBR Laboratory Compacted (1pt)	Each	$230.00
Density (Wet/Dry)	Each	$30.00
Direct Shear Test of Soils (Consolidated Drained) (3pt)	Each	$1600.00
Dispersion - Crumb	Each	$85.00
Dispersion - Pinhole	Each	$175.00
Material Finer than No. 200 Sieve	Each	$80.00
Moisture Content	Each	$21.00
Moisture Content - Microwave	Each	$45.00
One-Dimensional Consolidation Test	Each	$440.00

Organic Content - Soils	Each	$105.00
Oversize Particle Correction	Each	$115.00
Particle Size (Gradation) - Hydrometer	Each	$230.00
Particle Size (Gradation) - Sieve Analysis	Each	$135.00
Permeability - Flexible Wall Permeameter (Intact)	Each	$550.00
Permeability - Flexible Wall Permeameter (Remold)	Each	$650.00
Proctor - Modified	Each	$260.00
Proctor - Modified w/Additive	Each	$340.00
Proctor - Standard	Each	$210.00
Proctor - Standard w/Chem Additive	Each	$290.00
Swell or Collapse (One Dimensional)	Each	$315.00
Triaxial Compression – Consolidated Drained (Intact)	Each	$1730.00
Triaxial Compression – Consolidated Drained (Remold)	Each	$1930.00
Triaxial Compression – Consolidated Undrained (Intact)	Each	$1575.00
Triaxial Compression – Consolidated Undrained (Remold)	Each	$1775.00
Triaxial Compression – Unconsolidated Undrained	Each	$180.00
Unconfined Compressive Strength - Intact Rock	Each	$115.00
Unconfined Compressive Strength - Soils	Each	$75.00

Sprayed Fire Resistive Materials (SFRM)

Adhesion of SFRM to Structural Members (Field)	Each	$25.00
Thickness and Density of SFRM to Structural Members	Each	$90.00

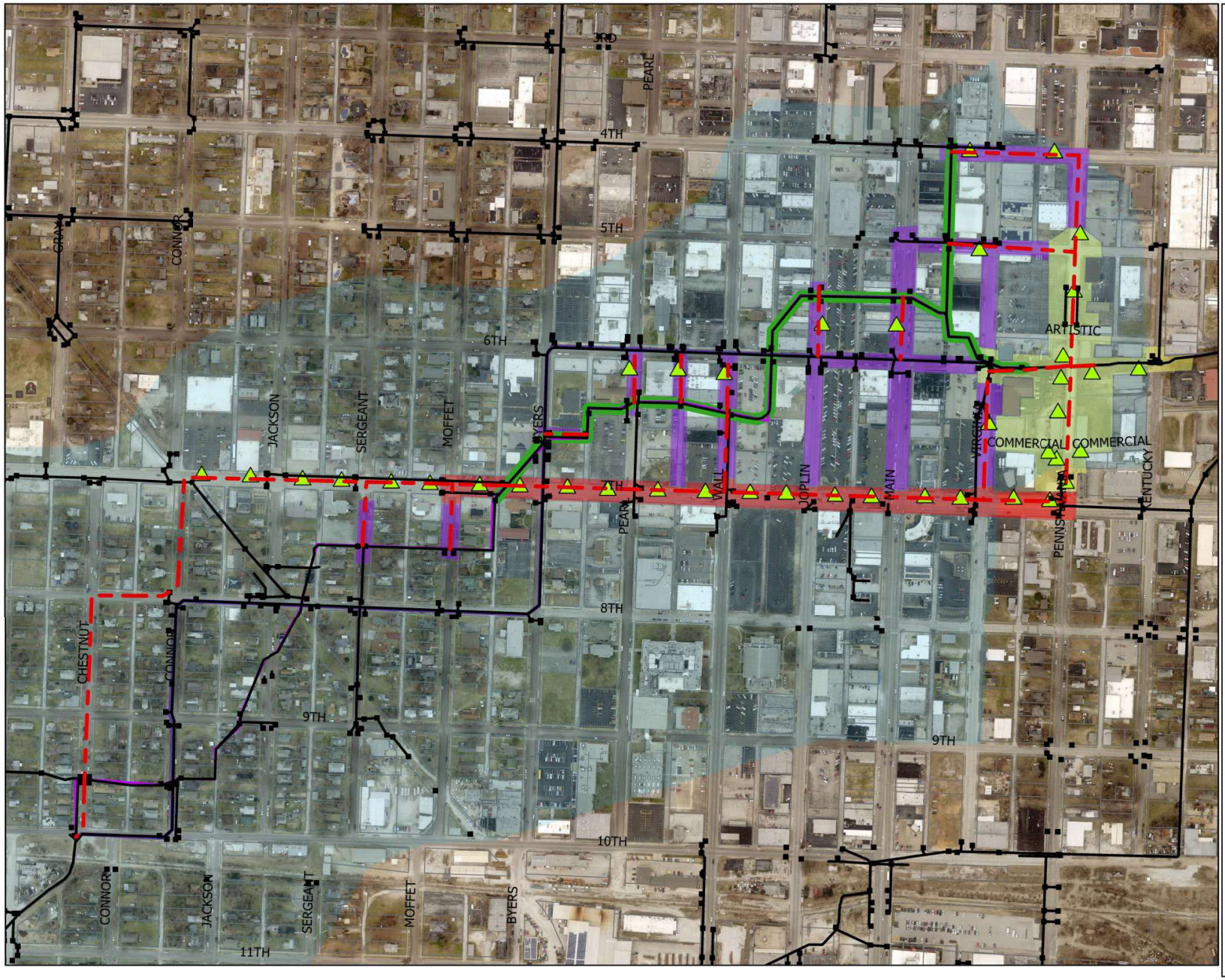
General Terms and Conditions

1. These Unit Fees are in effect until January 1, 2025. Services and fees not listed above will be quoted upon request.
2. All services charged are portal-to-portal.
3. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
4. Services provided before 6:00 a.m. and after 6:00 p.m. will be charged at 1.5 times the unit fee.
5. Mileage Rate subject to change based on Federal and IRS rate changes.
6. Subcontracted services and expenses will be invoiced at our cost plus 20%
7. Project Manager time will be included for project coordination and report review.

FIGURE 1

Old Willow Branch - Scope

(CONCEPTUAL NOT FOR CONSTRUCTION)

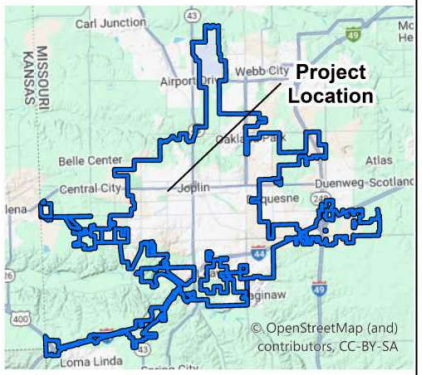


- Potential Algn Alts
- Existing Storm Structures
- Existing Stormlines
- Old Willow Branch
- New Willow Branch
- Proposed Borings
- Drainage Boundary
- Box Culvert Inspection

Proposed Survey Limits

Phase

- Red Phase
- Yellow Phase
- Purple Phase



0 175 350 700 Feet

1 inch equals 350 feet

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COUNCIL BILL NO. 2024-154 ORDINANCE NO.

AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of Six Hundred Two Thousand Five Hundred and 00/100 dollars ($602,500.00) for professional engineering services for the Willow Branch Stormwater Study 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 Work Authorization with Olsson in the not to exceed amount of Six Hundred Two Thousand Five Hundred and 00/100 dollars ($602,500.00) for professional engineering services for the Willow Branch Stormwater Study project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the consultant to perform this work without causing unnecessary delays to the proposed MoDOT project on 7th Street.

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

_____

ATTEST: Keenan T. Cortez Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2024-154

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-155 Work Authorization OLS-WIL-03 with Olsson for professional engineering services for the Willow Branch 7th Street Improvements project.

MEETING DATE
November 18, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-155; Work Authorization OLS-WIL-03; Location Map

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

SUMMARY
This Council Bill authorizes the City to approve a work authorization with Olsson in the not to exceed amount of Two Hundred Twenty-Seven Thousand Six Hundred Sixty-Four and 00/100 dollars ($227,664.00) for professional engineering services for the Willow Branch 7th Street Improvements project.

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

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

A large portion of the Old Willow Branch Storm Sewer improvement project is envisioned to go under 7th Street, from Moffett Avenue to Pennsylvania Avenue, and then turn north running under Pennsylvania Avenue to tie into the existing drainage channel. The installation of the new RCB Storm Sewer System is planned to be incorporated into MoDOT's 7th Street Reconstruction project.

This work authorization includes a scope of services to design a box culvert under 7th Street. The box culvert design will be incorporated into the plans for MoDOT's proposed 7th Street improvements project.

Olsson was selected from the City's list of on-call consultants for this type or work. The fees submitted by Olsson for this work have been reviewed by City staff and found to be within industry standards.

FUNDING SOURCE

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

RECOMMENDATION

Staff recommends approval of Council Bill 2024-155, Work Authorization OLS-WIL-03 with Olsson for professional engineering services for the Willow Branch 7th Street Improvements project in the not to exceed amount of Two Hundred Twenty-Seven Thousand Six Hundred Sixty-Four and 00/100 dollars ($227,664.00) on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the consultant to perform this work without causing unnecessary delays to the proposed MoDOT project on 7th Street.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 1027 S Main, Suite 503 Joplin, MO 65801	
Attention: Dan Johnson, PE Director of Public Works		Attention: Clayton Cristy, PE	
Department: Public Works		Phone: 417- 627-5554	Fax:
Phone: 417 624-0820	Fax:	Old Willow Branch Drainage Improvements 7th Street Improvement (MODOT) (Red Phase)	

WORK AUTHORIZATION NUMBER OLS-WIL-03

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (On-Call)
Dated March 20, 2024

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

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

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

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

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

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to

disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization **Number OLS-WIL-03 exceed the sum of Two Hundred, Twenty-Seven Thousand, Six Hundred, Sixty-Four and 00/100 Dollars ($227,664.00).**

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

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

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

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

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

e. Subcontracts. In case any or all this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require all subcontractors with

whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Date: _____

Engineer: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A - SCOPE OF SERVICES – RED PHASE (3)

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated October 23, 2024 between Joplin, Missouri ("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: 7th St and Moffet Ave to 7th St and Pennsylvania Ave, Joplin, Missouri

Project Description: The existing Old Willow Branch box culvert is near the end of its service life and in need of replacement. The existing culvert is located in downtown Joplin beneath several existing buildings. The scope of services is to develop construction plans and specifications for the new culvert from 7th and Moffett to 7th and Pennsylvania Avenue. Storm sewer systems connecting to the Old Willow Branch box culvert will be evaluated in a separate scope.

MoDOT is currently designing a separate project with roadway improvements along Route 66/7th Street overlapping the limits of the proposed box culvert routing. The box culvert design in this scope is assumed to be incorporated into the design plans for the MoDOT project.

Rerouting existing storm sewer systems and decommissioning the existing Old Willow Branch box culvert is assumed to be part of a separate set of construction plans which will be let by the city and awarded separately at a future date.

SCOPE OF SERVICES

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

DESIGN SERVICES

Phase 100 – Project Management

This component involves a Project Manager (PM) to work Olsson's project team and with the Owners' PM to ensure the timely completion of quality work products within available budgetary resources. The design PM will be responsible for:

Task 101: Project Management

- Establishing and maintaining project schedule and budget.
- Work with billing coordinators and project team to prepare invoices

Task 102: Communication and Coordination with Others

- Coordinate with the project team, agencies and/or Consultants that are involved with this project or adjacent projects. This involves one-on-one meetings, conference calls, etc.
- Kick-Off Meeting – Once notice to proceed has been received, the PM will schedule and attend a kick off meeting with the full project team. The PM will draft an agenda, send out invites, and record meeting notes with action items to be followed up on.
- PM will schedule and attend monthly progress meetings (at a minimum) with the project team and will distribute an agenda 24 hours in advance of each meeting. The PM will draft an agenda, send out invites, and record meeting notes with action items to be followed up on.
- Eight (8) meetings (of all the types listed above) will be held for this project. Meetings will be documented and logged.

Task 103: Quality Management

- QA/QC for this project will be scheduled and coordinated by the Olsson Project Manager, who has performed QA/QC review on similar projects, or as identified in the Project Management Plan which will be developed with Owner at the beginning stages of the project.
- Completion of the QA/QC plan involves a final review by MoDOT and City and a final constructability review by Olsson.

Task 104: Utility Review Meeting/Coordination (N/A) - The ENGINEER contracted with MoDOT will provide utility coordination as a part of the MoDOT contract.

Phase 200 – Survey

Task 201: Topographic and Boundary Survey - Surveying services have been included in the MoDOT contract (shown in below red). Limited additional topographic survey and base file updates have been included as supplement to the existing MoDOT project survey.

FIGURE 1

Old Willow Branch - Scope

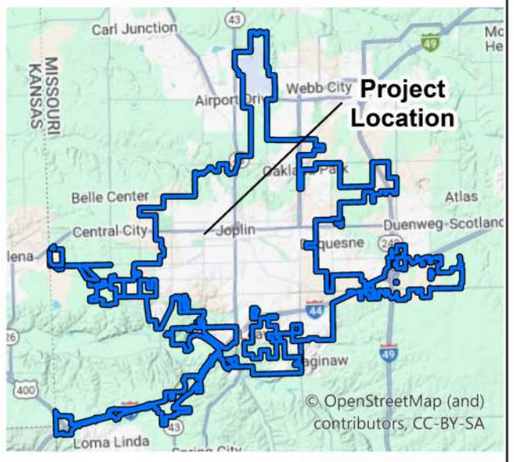
(CONCEPTUAL NOT FOR CONSTRUCTION)

- Potential Algn Alts
- Existing Storm Structures
- Existing Stormlines
- Old Willow Branch
- New Willow Branch
- Proposed Borings
- Drainage Boundary
- Box Culvert Inspection

Proposed Survey Limits

Phase

- Red Phase
- Yellow Phase
- Purple Phase



0 175 350 700 Feet

1 inch equals 350 feet

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olsson

Phase 300 – Site Investigation

Task 301: Geotechnical Investigation

Field Exploration - Olsson to contact Missouri One Call to locate underground utilities. We propose to use a truck-mounted drill rig to complete the following borings for the geotechnical exploration:

- Twenty (20) borings to a depth of 20 feet each.
- The borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 400 linear feet.
- Split spoon and thin-walled samples shall be collected from the soil test borings.
- We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations in the soil borings.
- After obtaining groundwater level readings, we will backfill the borings with soil cuttings and patch pavements as necessary.

Laboratory Services - As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), Atterberg limit tests (ASTM D4318), percent passing No. 200 sieve wash tests (ASTM D1140), mechanical sieve analysis (ASTM C136).

Evaluation and Geotechnical Report - A geotechnical engineering letter will be prepared under the direction of a registered professional engineer based on the findings of the field and laboratory programs. The report will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the surface and subsurface conditions encountered at the site.

Phase 400 – Final Roadway Design Services

Task 401: **Roadway Design -** Olsson will prepare detailed drawings that will be incorporated into the final plans for the MoDOT Route 66/7th Street reconstruction project. More specifically, the existing Right-of-way Plans currently developed for MoDOT Route 66/7th Reconstruction will be updated to incorporate the new RCB. This will include redesigning the proposed storm system. Plans will be submitted to the client for review at the 90% and 100% design stage.

Task 402: **Structural Design -** A standard MoDOT RCB will be used as the basis for the design. Special connection details will be developed to connect to the existing RCB system just west of Byers, a cross structure at Byers, and detailing for two sections of curved structures within the project limits. A detailed bill of reinforcing will not be developed.

BIDDING SERVICES (N/A)

CONSTRUCTION SERVICES (N/A)

DELIVERABLES

- Geotechnical Memo summarizing borings
- MoDOT Final Plans
- MoDOT Job Special Provisions
- MoDOT Estimate

Anticipated Start Date: November 2024
Anticipated Completion Date: May 2025

COMPENSATION

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

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed $227,664 (Two-Hundred Twenty-Seven Thousand Six-Hundred Sixty-Four Dollars).

Phase 100 – Project Management	$15,200
Phase 200 – Survey (subconsultant)	$9,016
Phase 300 – Site Investigation	$26,000
Phase 400 – Final Roadway Design Services	$151,000
Subconsultant	$19,948
Phase 500 – Bid Phase Services	N/A
Phase 600 – Construction Phase Services	N /A
Reimbursable Expenses	$6,500
Total	**$227,664**

ASSUMPTIONS:

1. Notice to proceed for this scope of work will be concurrently executed with design work that generally includes the overall drainage study to size the reinforced concrete box (RCB) culvert and to provide a point connection near the 7th Street and Pennsylvania Avenue intersection.

The design and plans for the new RCB, which is anticipated to be primarily located within 7th street ROW, will be incorporated into the MoDOT Route 66/7th Street Reconstruction plans. The MoDOT project is currently at Right-of-way Plans stage. The limits of the RCB within the project are anticipated to potentially run from Moffit Avenue to Pennsylvania Avenue. Under separate work order, a second bid package will be produced for the Owner and will include demolition of the existing Pennsylvania Avenue Bridge and a new RCB extension up to 7th Street. MoDOT design standards and specifications will govern.

2. The project will be bid as a part of the MoDOT Route 66/7th Reconstruction bid package.
3. Olsson does not guarantee that the 7th Street routing the new RCB is feasible. The initial design effort is to make this determination so that if the route is feasible, the benefits of combining this work with the MoDOT project will be achieved. If the routing is determined to be infeasible, then work will stop and coordination with the City regarding alternate routes will take place. If an alternate route is determined outside of the MoDOT project limits, an amendment will be required.
4. Structural:
    - Except for special connections (if any), the RCB design will follow MoDOT standard plans.
    - A detailed bill of reinforcing will not be developed (i.e. the RCB will be bid as structural concrete per CY).
5. Fees are an estimate of the actual work necessary to complete the work and the consultant can shift funds between phases and task as necessary to complete the work. Fees cannot be shifted to future phases until the current phase has been submitted and accepted by the City.
6. All permit and mitigation fees, if any, will be paid for by the City.
7. Other assumptions identified within the scope of services.

EXCLUSIONS

1. The project is not located within FEMA special flood hazard areas. No floodplain development permitting or coordination with FEMA is included in this scope.
2. Utility relocations are currently unknown. If required, the relocations will be designed by the respective utilities. More specifically, sanitary sewer conflict relocation is not included in this scope of services.
3. Construction staking, administration, observation, testing, and inspection is not included in this scope of work. This will be handled as a part of the MoDOT Route 66/7th Street Reconstruction project.
4. Detailed bill of reinforcing for RCB and special structural details.
5. Public meeting and public engagement is not included in this scope of services.
6. ROW services such as easement descriptions and exhibits, staking easements, appraisals/waiver evaluations, and engineer meetings with property owners are not included.
7. Geotechnical investigations:
    - All boring locations must be readily accessible. Any fees resulting from clearing operations to achieve access to boring locations is Owner's responsibility and not included in this scope of work. Olsson cannot perform field work until access to boring locations is satisfactory to Olsson.

- Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete cracking, and damage to underground sprinkler systems. Olsson will not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. The Owner accepts full responsibility for site disturbance.
- Private utility locating services may be necessary to complete the field exploration. These services to be provided by others and are not included in this scope of work.
- To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections.

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.

LABOR RATE BILLING SCHEDULE 2024
Site Design

Description	Range
Principal	$185 - $310
Project Manager	$145 - $270
Project Professional	$135 - $185
Assistant Professional	$90 - $135
Designer	$115 - $165
CAD Operator	$50 - $130
Administrative/Clerical	$50 - $115
*Survey	$65 $220
*Construction Services	$65 - $245

Note:

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

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

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2024 Springfield/Joplin/Fayetteville
Survey Billing Rate Schedule

Classification	Hourly Rate
Group Leader	$210.00
Technical Leader	$185.00
Senior Surveyor	$160.00
Surveyor	$125.00
Associate Surveyor	$95.00
Assistant Surveyor	$80.00
Senior Technician	$110.00
Associate Technician	$85.00
Assistant Technician	$72.00
1 Man Field Crew	$130.00
2 Man Field Crew	$185.00

Equipment	Daily Rate
Boat	$100.00
ATV	$100.00
HD Scanner	$500.00
Drone	$500.00
Lidar	$2,500.00

Travel

Mileage (Portal to Portal)	Mile	$0.75
Hotel	Daily	$140.00
Meals	Daily	$50.00

Additional Notes

1. These Unit Fees are in effect until January 1, 2025.
2. Services and fees not listed above will be quoted upon request.
3. Services on weekends, holidays, and in excess of 8-hours/day will be charged 1.5 times the unit fee.
4. Subcontracted services will be invoiced at our cost plus 20%

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

Classification	Cost
Automobiles (Personal Vehicle)	$0.67/mile*
Suburban's and Pick-Ups	$0.75/mile*
Automobiles (Olsson Vehicle)	$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

2024 Field Operations Services
Unit Rate Schedule

Special Inspections and Construction Materials Testing Services

Testing Services (3-Hour Minimum)

Field Technician	Hour	$70.00
Senior Technician	Hour	$80.00
Field Manager	Hour	$95.00
Project Manager / Project Engineer	Hour	$150.00
Senior Project Manager / Senior Engineer	Hour	$210.00
Administrative Coordinator	Hour	$70.00
Mileage	Mile	$0.75

Laboratory Testing Services

Aggregate Testing

Abrasion - LA Machine	Each	$475.00
Atterberg Limit (Plasticity Index)	Each	$110.00
Bulk Density (Unit Weight) and Voids	Each	$100.00
Deleterious - Clay Lumps and Friable Particles	Each	$175.00
Deleterious - Flat & Elongated Particles	Each	$350.00
Deleterious - Lightweight Particles	Each	$230.00
Deleterious - Organic Impurities	Each	$130.00
Material Finer than No. 200 Sieve	Each	$80.00
Minimum & Maximum Index Density (Vibratory Table)	Each	$240.00
Moisture Content	Each	$21.00
Oversize Particle Correction	Each	$115.00
Particle Size (Gradation) - Sieve Analysis <3/4"	Each	$135.00
Particle Size (Gradation) - Sieve Analysis >3/4"	Each	$200.00
Percent Fractured Particles in Coarse Aggregate	Each	$260.00
Proctor - Modified	Each	$260.00
Proctor - Standard	Each	$210.00
Sand Equivalent of Fine Aggregate	Each	$230.00
Soundness Aggregates (Sodium or Magnesium)	Each	$285.00
Specific Gravity of Aggregate Coarse or Fine Aggregate	Each	$185.00
Uncompacted Void Content of Fine Aggregate	Each	$80.00

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

Asphalt Testing

Asphalt Binder Content by Ignition	Each	140.00
Gradation of Extracted Aggregates (Includes Binder by Ignition)	Each	$200.00
Bulk Specific Gravity/ Pavement Cores (1pt)	Each	$60.00
Marshall Density (3pt)	Each	$240.00
Marshall Stability and Flow (3pt)	Each	$330.00
Percent Air Voids in Compacted Paving Mix	Each	$45.00
Preparation & Density of Superpave Gyratory Compaction Specimens (2pt)	Each	$320.00
Theoretical Maximum Specific Gravity (Rice) (Gmm)	Each	$155.00

Cement, Concrete, & Masonry Testing

Chloride Ion	Each	$200.00
Compressive Strength – Block or Block Prism	Each	$215.00
Compressive Strength - Concrete Cores	Each	$85.00
Compressive Strength - Cube (Grout & Mortar)	Each	$40.00
Compressive Strength - Cylinders	Each	$25.00
Density, Absorption & Voids of Hardened Concrete	Each	$630.00
Flexural Strength of Concrete	Each	$75.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete	Each	$350.00
Measuring Thickness of Concrete Elements (Drilled Cores)	Each	$65.00
Potential Alkali Silica Reactivity (ASR)	Each	$800.00

Equipment

Core Machine/Sampling	Day	$250.00
Dynamic Cone Penetrometer (DCP)	Day	$105.00
Electrical Resistivity - Field (AEMC Gauge)	Day	$100.00
Floor Flatness Equipment	Day	$300.00
Relative Humidity Probe/Sensor	Each	$80.00
Settlement Monitoring Plate	Each	$300.00
Standard Field Equipment	Each	$25.00
Vapor Emission Test Kit	Each	$60.00

Soil Testing

Atterberg Limits (Plasticity Index)	Each	$110.00
CBR Laboratory Compacted (3pt)	Each	$630.00
CBR Laboratory Compacted (1pt)	Each	$230.00
Density (Wet/Dry)	Each	$30.00
Direct Shear Test of Soils (Consolidated Drained) (3pt)	Each	$1600.00
Dispersion - Crumb	Each	$85.00
Dispersion - Pinhole	Each	$175.00
Material Finer than No. 200 Sieve	Each	$80.00
Moisture Content	Each	$21.00
Moisture Content - Microwave	Each	$45.00
One-Dimensional Consolidation Test	Each	$440.00

Organic Content - Soils	Each	$105.00
Oversize Particle Correction	Each	$115.00
Particle Size (Gradation) - Hydrometer	Each	$230.00
Particle Size (Gradation) - Sieve Analysis	Each	$135.00
Permeability - Flexible Wall Permeameter (Intact)	Each	$550.00
Permeability - Flexible Wall Permeameter (Remold)	Each	$650.00
Proctor - Modified	Each	$260.00
Proctor - Modified w/Additive	Each	$340.00
Proctor - Standard	Each	$210.00
Proctor - Standard w/Chem Additive	Each	$290.00
Swell or Collapse (One Dimensional)	Each	$315.00
Triaxial Compression – Consolidated Drained (Intact)	Each	$1730.00
Triaxial Compression – Consolidated Drained (Remold)	Each	$1930.00
Triaxial Compression – Consolidated Undrained (Intact)	Each	$1575.00
Triaxial Compression – Consolidated Undrained (Remold)	Each	$1775.00
Triaxial Compression – Unconsolidated Undrained	Each	$180.00
Unconfined Compressive Strength - Intact Rock	Each	$115.00
Unconfined Compressive Strength - Soils	Each	$75.00

Sprayed Fire Resistive Materials (SFRM)

Adhesion of SFRM to Structural Members (Field)	Each	$25.00
Thickness and Density of SFRM to Structural Members	Each	$90.00

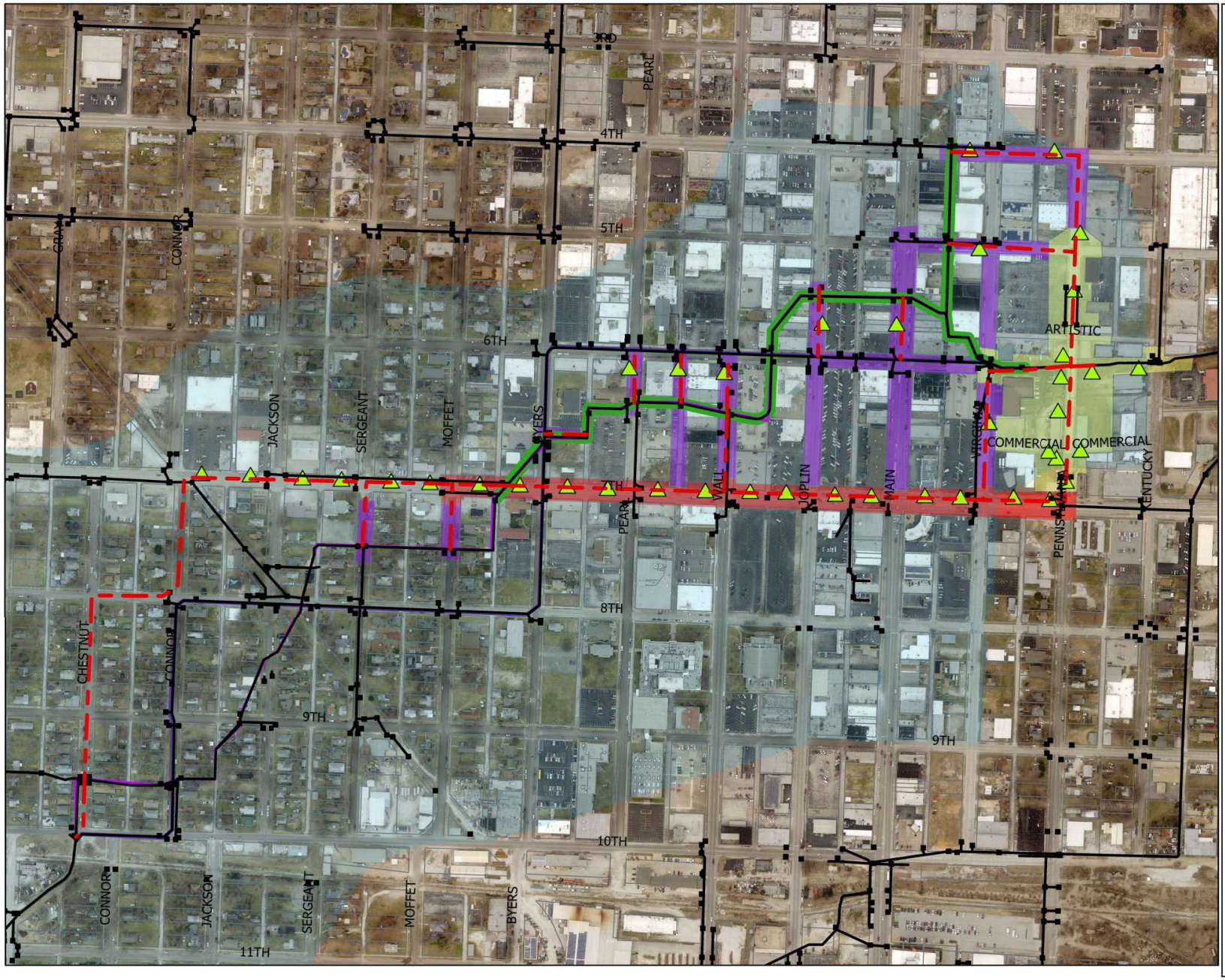
General Terms and Conditions

1. These Unit Fees are in effect until January 1, 2025. Services and fees not listed above will be quoted upon request.
2. All services charged are portal-to-portal.
3. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
4. Services provided before 6:00 a.m. and after 6:00 p.m. will be charged at 1.5 times the unit fee.
5. Mileage Rate subject to change based on Federal and IRS rate changes.
6. Subcontracted services and expenses will be invoiced at our cost plus 20%
7. Project Manager time will be included for project coordination and report review.

FIGURE 1

Old Willow Branch - Scope

(CONCEPTUAL NOT FOR CONSTRUCTION)

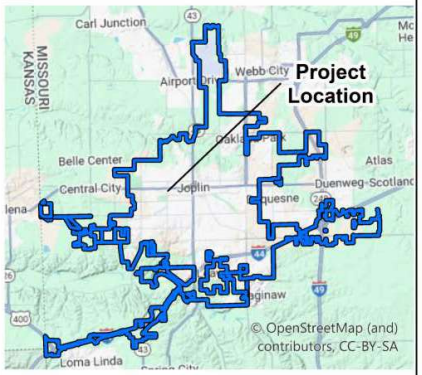


- Potential Algn Alts
- Existing Storm Structures
- Existing Stormlines
- Old Willow Branch
- New Willow Branch
- Proposed Borings
- Drainage Boundary
- Box Culvert Inspection

Proposed Survey Limits

Phase

- Red Phase
- Yellow Phase
- Purple Phase



0 175 350 700 Feet

1 inch equals 350 feet

N

olsson

COUNCIL BILL NO. 2024-155 ORDINANCE NO.

AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of Two Hundred Twenty-Seven Thousand Six Hundred Sixty-Four and 00/100 dollars ($227,664.00) for professional engineering services for the Willow Branch 7th Street Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Work Authorization with Olsson in the not to exceed amount of Two Hundred Twenty-Seven Thousand Six Hundred Sixty-Four and 00/100 dollars ($227,664.00) for professional engineering services for the Willow Branch 7th Street Improvements project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will allow the consultant to perform this work without causing unnecessary delays to the proposed MoDOT project on 7th Street.

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

_____

ATTEST: Keenan T. Cortez Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2024-155

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-151 New Rate Structure for Joplin Sewer Utilities.

MEETING DATE
November 18, 2024

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2024-151, Sewer Rate Study Report the City of Joplin MO Sewer Rate Study 169660

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

SUMMARY
This Council Bill approves a New Rate Structure for all customers inside and outside the city limits for sewer utilities per guidance set by the Sewer Rate Study Report the City of Joplin MO Sewer Rate Study 169660 performed by Burns and McDonnell.

BACKGROUND
The current sewer rates were established by a rate study conducted in 2019 and became effective April 1, 2020. Council Bill 2019-161 authorized the incorporation of the City's current rate structure for the customers of Joplin. Those rates were set for a five-year period that will end March 31, 2025. On March 19, 2024, the City of Joplin hired Burns and McDonnell (Council Bill 2024-111) to convene a rate study analysis to determine what rates are needed to fund the city's wastewater treatment and maintenance programs. That study is the basis for the recommended action. Staff and representatives of Burns and McDonnell presented the council with the proposed new rate structure on August 12, 2024, during a Council work session. One priority of this 5-year rate study is to move the rate structure to recover more costs through the volumetric fees rather than the fixed fees. This rate structure is built on that priority as users with more volume will see a larger increase than those using less volume. During the presentation, Council also sought an improved rate structure for industrial users, which has been incorporated in the final rates included in this Council Bill. While the rate study recommends an overall average increase in sewer rates of 4.0% in each of the five years from 2025 to 2029, it is not an across-the-board 4% increase for all users. Residential users with small volume usage will see increases of 2.7% to 3% each year, while residential users with larger volume usage will see increases of 4.2% to 5.4% as shown on page 1-5 of the final study. Additionally, industrial users will be assessed with a uniform fee designed to help recover costs of operating and administering the industrial pretreatment and monitoring program. This rate structure better matches the revenue generated from the service to the expenses of the system by user class, which is Commercial, Industrial and Residential as shown on Page 3-8 of the final report. As in past years, all customers served that are not within the city limits of Joplin will pay those same rates, with a multiplier of 1.3, which equals a 30% out-of-town surcharge.

After revising the rate structure to meet Council's goals, City staff proceeded with holding a public meeting and preparing the necessary council bill for consideration. Satellite jurisdictions and industries that transport their wastewater to the City of Joplin where it is treated and discharged in accordance with our NPDES permit issued by the State of Missouri were contacted by letter informing them of the proposed new rate structure. City staff and representatives of Burns and McDonnell met with local industries on October 29th, 2024, to discuss proposed changes and the new industrial user fee. On October 30, 2024, staff held an open forum public meeting at City Hall to inform stakeholders of the proposed rate changes and field any questions or comments. Approval of this rate structure will provide the City with the resources to adequately operate and maintain the wastewater collection and treatment system in a manner that will meet our permit requirements.

RECOMMENDATION

Staff recommends adoption of this Council Bill on 1st reading.

1898 & CO.
PART OF BURNS McDONNELL

SEWER RATE STUDY REPORT

THE CITY OF JOPLIN, MO

SEWER RATE STUDY

169660

FINAL

October 23, 2024

Disclaimer

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1.0 Executive Summary

1.1 Project Background

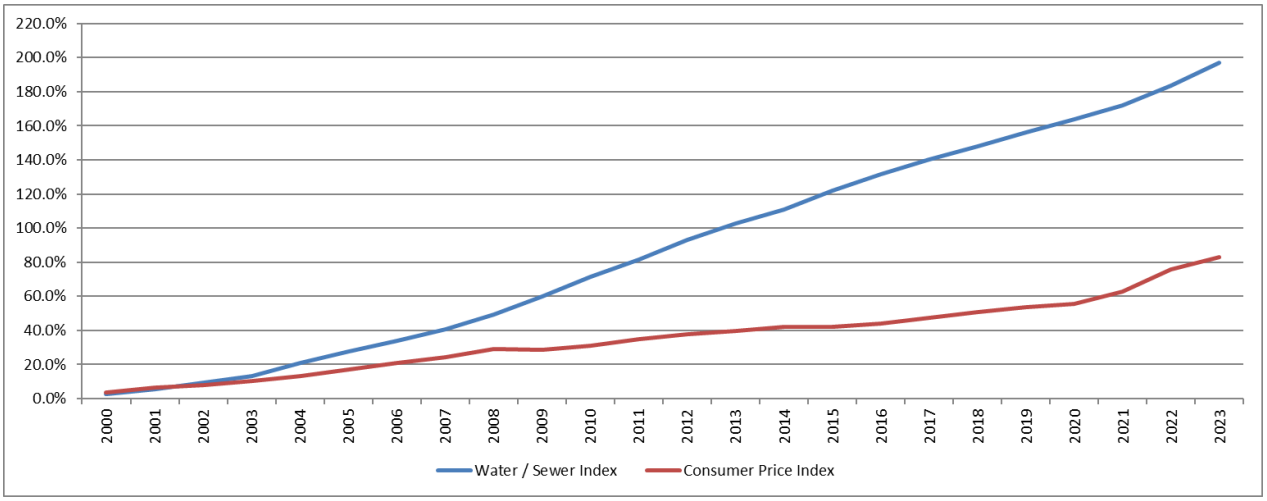
1898 & Co. was engaged by the City of Joplin (the City) to conduct a sewer rate study (the Study) that (i) evaluates financial planning of the system which will provide an indication of the adequacy of the revenue generated by current rates, and (ii) proposed rates to generate indicated revenues and recover costs for the sewer utility. This Report summarizes the results of the Study.

1.2 Industry Trends in Water and Sewer Rates

Many factors impact the cost of providing municipal sewer service. One universal challenge for most municipal sewer utilities involves implementing and sustaining adequate renewal and replacement of aging infrastructure, particularly sewer mains. Other dynamics may include compliance with regulatory requirements, inflation on operating and capital costs, and a general trend in declining consumption, which is often associated with more efficient fixtures and appliances and greater awareness of water conservation. Each utility is different, and the relative importance of these dynamics will vary by utility.

However, as shown in Figure 1-1, there is no doubt that household water and sewer rate costs have substantially outpaced general inflation in the United States. The United States Bureau of Labor Statistics (BLS) tracks many facets of inflation, including the Consumer Price Index for all Urban Consumers (CPI-U) which measures inflation at the household level. The BLS also tracks an index for combined household water and sewer costs. Figure 1-1 shows the trend in these indices since 2020.

Figure 1-1: Changes in General Inflation and Water and Sewer Costs



Since 2000 the water and sewer index has increased nearly 5 percent per year, while CPI's annual rate of change is about 2.5 percent per year.

Other industry surveys reach similar conclusions regarding water and/or sewer rates. The National Association of Clean Water (NACWA) annually updates its Cost of Clean Water Index, which specifically surveys sewer utilities nationwide regarding the cost of residential sewer service. From 1985 through 2023, the annual increase according to this survey has been 4.7 percent per year. American Water Works Association (AWWA) also conducts a broad, periodic water and sewer rate survey with results indicating

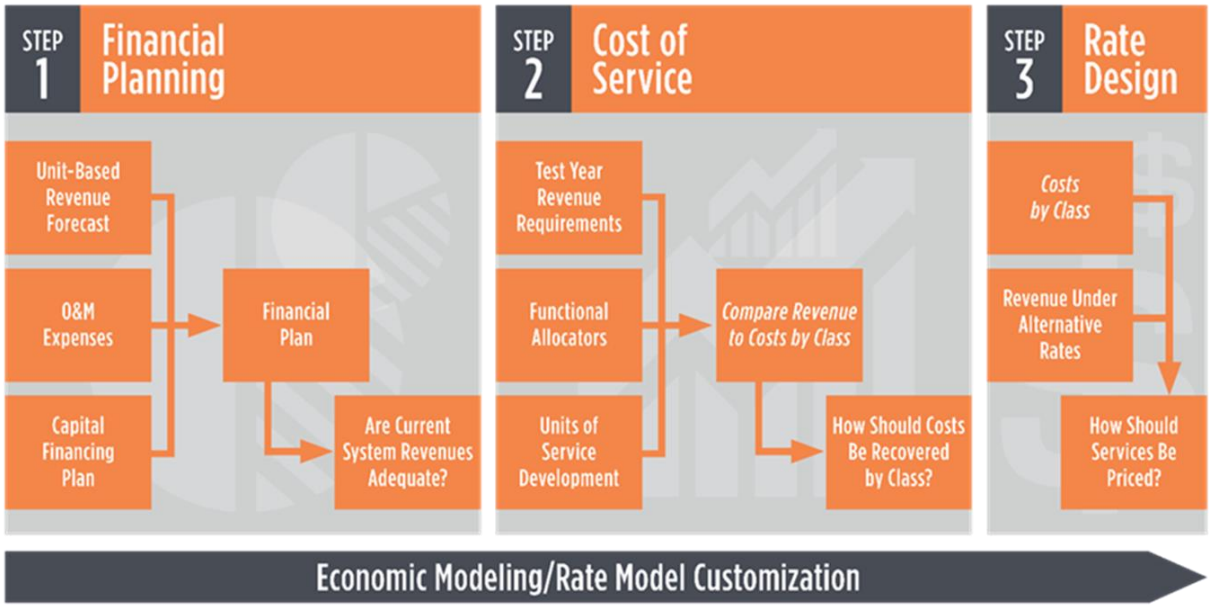
average annual rate increases of 5.1 percent per year for water and 5.6 percent per year for sewer from 1996 to 2018.

Every utility is unique, and the dynamics impacting rates can vary widely. However, when reviewing water and sewer financial plans, understanding what is happening to household water and sewer costs nationwide is helpful context.

1.3 Project Approach

To meet the project objectives, 1898 & Co. conducted the rate study in a three-step approach. This approach, depicted in Figure 1-2, is grounded in the principles established by the American Water Works Association (AWWA) M1 Rate Manual and the Water Environment Federation (WEF) Financing and Charges for Wastewater Systems.

Figure 1-2: Study Methodology



Step 1: Financial Planning provides an indication of the adequacy of the revenue generated by current rates. The results of the financial forecast analysis answer the questions "Are the existing rates adequate?" and "If not, what level of overall revenue increase is needed?" The Financial Planning Analysis is presented in Section 2.0 of this report.

Step 2: Cost of Service focuses on assigning cost responsibility to customer classes. Each customer class is allocated a share of the overall system costs commensurate with the level of service provided. The net revenue requirements (costs to be recovered from rates) identified in Step 1 are allocated to customers in accordance with industry standards and principles and system specifics. The Cost of Service Analysis is detailed in Section 3.0 of this report.

Step 3: Rate Design provides for revenue recovery. Once the overall level of revenue required is identified and customer class responsibility for that level of revenue is estimated, schedules of rates for each rate

class are developed that will generate revenues accordingly. The Rate Design Analysis is detailed in Section 4.0 of this report.

1.4 Financial Planning

Comprehensive financial planning conducted for the sewer utility indicates that revenues under existing rates are not sufficient to meet the utility's projected cash obligations over the five-year study period. The need for revenue adjustments is influenced by the following factors:

- Inflationary impacts on operation and maintenance expenses and future capital improvements.
- Large capital improvement needs within the utility's collection and distribution system.
- Sustaining reasonable reserves and debt service coverage.

Financial planning assumptions are described in Section 2.0 of this report. The proposed financial plans presented in this report were evaluated based on the following guiding principles:

- To the extent possible, minimize sudden and substantial revenue adjustments.
- Maintain projected operating reserves each year in an amount equal to a minimum of 90 days of O&M.
- Mitigate new debt issuance where possible.
- Provide adequate funding for each utility's anticipated capital improvements.

Financial planning described in Section 2.0 indicates the planned system-wide revenue increases of 4 percent per year are sufficient to fund ongoing operations and maintenance expenses and needed capital improvements.

1.5 Cost of Service

The cost of service analysis is focused on determining revenue responsibility. Once the overall need for revenue increases is identified through financial planning, cost of service analysis helps identify the cost of providing sewer collection and treatment to various customer classes.

Ultimately, the cost of service analysis compares the revenues received from each customer class under the existing schedule of rates with the allocated cost responsibility for that class, which helps inform rate design.

The cost of service analysis was developed in the following steps:

- Determine the net revenue requirements to be recovered from user charges.
- Allocate test period operating and capital costs.
- Estimate the system test period units of service.
- Develop test period unit costs of service by class.
- Assign the costs of service to customer classes.

To develop rates equitably, the utility customer classes are allocated their respective share of the total cost of service according to their use of the system. Costs are assigned through consideration of contributed volume, levels of infiltration/inflow, sewer strength loadings, customer costs, and other relevant factors.

1.6 Existing and Proposed Rates

The primary focus of Step 3, Rate Design, is to develop proposed rates for the utility to progress toward the following goals:

- Generate adequate revenues to meet the projected operating and capital costs, while maintaining sound financial performance.
- Provide revenue stability.
- Provide cost recovery that is reasonably commensurate with the cost of providing service.

Table 1-1 shows the existing and proposed sewer rates for Inside City customers. The City's sewer rates consist of a monthly volumetric charge per thousand gallons of water used and a monthly meter charge based on the size of the customer's meter. Surcharge rates for customers contributing flow greater than 350 mg/L are shown in dollars per pound of surcharge strength for BOD and TSS. An industrial pretreatment fee is developed as a result of this study and can be seen on Line 11. The development of the proposed rates is discussed further in Section 4.0 of this report.

Table 1-1: Existing and Proposed Rates

Line No.	Description	Existing 2024	Proposed 2025	2026	2027	2028	2029
	INSIDE CITY						
	Monthly Facility Charge - $/bill						
1	3/4" or smaller	$ 40.29	$ 41.20	$ 42.13	$ 43.08	$ 44.05	$ 45.04
2	1"	$ 51.71	$ 52.87	$ 54.06	$ 55.28	$ 56.52	$ 57.79
3	1.5"	$ 80.33	$ 82.14	$ 83.99	$ 85.88	$ 87.81	$ 89.79
4	2"	$ 114.64	$ 117.22	$ 119.86	$ 122.56	$ 125.32	$ 128.14
5	3"	$ 194.71	$ 199.09	$ 203.57	$ 208.15	$ 212.83	$ 217.62
6	4"	$ 309.04	$ 315.99	$ 323.10	$ 330.37	$ 337.80	$ 345.40
7	6"	$ 595.00	$ 608.39	$ 622.08	$ 636.08	$ 650.39	$ 665.02
8	**Volume Charge - $/1,000 gal**	$ 2.64	$ 2.80	$ 3.02	$ 3.26	$ 3.52	$ 3.80
9	**BOD Surcharge - $/lb**	$ 1.11	$ 1.13	$ 1.15	$ 1.17	$ 1.19	$ 1.21
10	**SS Surcharge - $/lb**	$ 0.68	$ 0.69	$ 0.70	$ 0.71	$ 0.72	$ 0.73
11	**Industrial Pretreatment Fee - $/bill**	$ -	$ 150.00	$ 156.00	$ 162.24	$ 168.73	$ 175.48

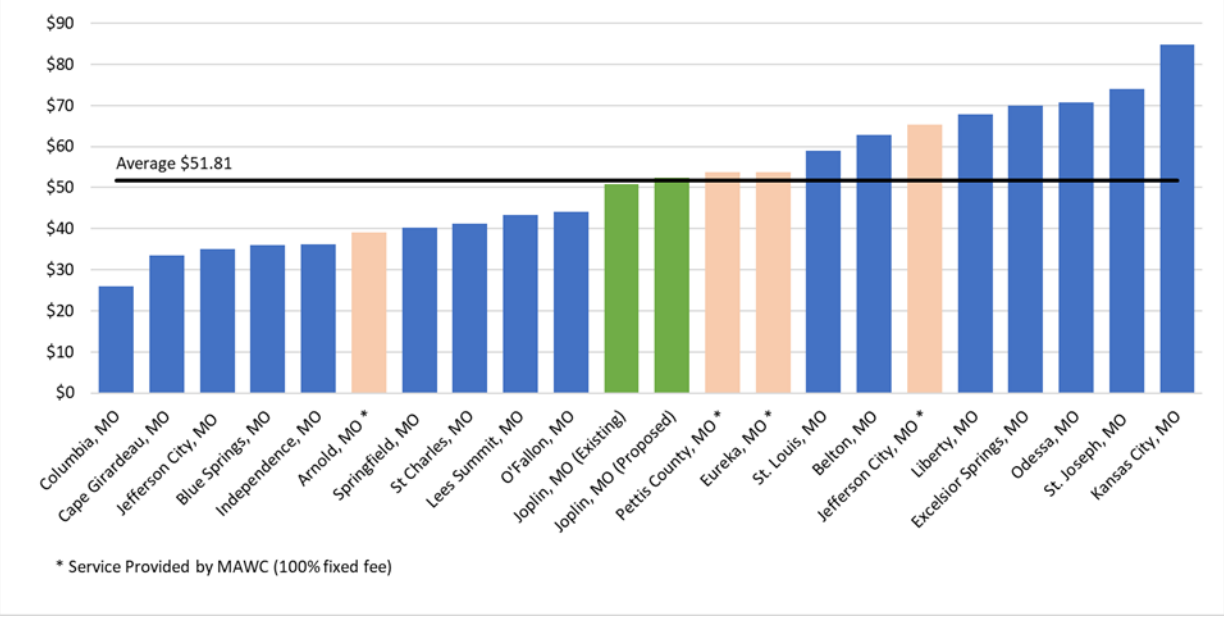
Table 1-2 shows the residential sewer bill under existing and proposed rates.

Table 1-2: Residential Bill Impact

Line No.	Billable Flow *Kgal*	Existing 2024	2025	2026	2027	2028	2029
			Proposed Monthly Bill				
1	2.0	$ 45.57	$ 46.80	$ 48.27	$ 49.70	$ 51.19	$ 52.74
2	4.0	$ 50.85	$ 52.40	$ 54.31	$ 56.22	$ 58.23	$ 60.34
3	8.0	$ 61.41	$ 63.60	$ 66.39	$ 69.26	$ 72.31	$ 75.54
4	16.0	$ 82.53	$ 86.00	$ 90.55	$ 95.34	$ 100.47	$ 105.94
			Change in Monthly Bill ($)				
5	2.0		$ 1.23	$ 1.47	$ 1.43	$ 1.49	$ 1.55
6	4.0		$ 1.55	$ 1.91	$ 1.91	$ 2.01	$ 2.11
7	8.0		$ 2.19	$ 2.79	$ 2.87	$ 3.05	$ 3.23
8	16.0		$ 3.47	$ 4.55	$ 4.79	$ 5.13	$ 5.47
			Change in Monthly Bill (%)				
9	2.0		2.7%	3.1%	3.0%	3.0%	3.0%
10	4.0		3.0%	3.6%	3.5%	3.6%	3.6%
11	8.0		3.6%	4.4%	4.3%	4.4%	4.5%
12	16.0		4.2%	5.3%	5.3%	5.4%	5.4%

A comparison of rates for twenty-one regional utilities was conducted based on rates in effect as of July 1, 2024. Figure 1-3 shows the monthly bill for a 5/8-inch meter using 4 thousand gallons a month for each of these providers. The regional typical bill ranges from $26 per month to $85 per month, with the City currently just below the average of $51.81 per month. Implementing the proposed 2025 rates does not meaningfully impact the competitive position of the City's average residential sewer bill. Note that a portion of the surveyed communities are likely to experience rate increases in 2025. As mentioned earlier, nationwide annual rate increases for water and sewer service amount to about 5 percent per year, suggesting rates for other communities will increase over time.

Figure 1-3: Residential Sewer Monthly Bill Comparison at 4 Thousand Gallons per Month



2.0 Financial Planning Analysis

2.1 Introduction

The primary issue addressed in the Financial Planning Analysis is revenue sufficiency. The results of the Financial Planning Analysis answer the questions:

- Are existing rates sufficient to fund anticipated operating and capital costs?
- If not, what level of overall revenue increase is needed?

To determine if revenues under the existing rates are sufficient to meet the City's future operating and capital costs, 1898 & Co. prepared a five-year financial projection of revenues and expenditures. A comparison of projected revenues and expenditures provides insight into the sufficiency of overall revenue levels.

Our approach to Financial Planning involves the following basic steps:

1. Project revenues under existing rates.
2. Project sewer utility expenditures, including operating and capital costs.
3. Develop a multi-year financial plan, including the budget year and a five-year forecast period.

The planning period includes the current fiscal year (FY) 2024 as a budget year and a five-year forecast period, FY 2025 through FY 2029. The City's fiscal year ends on October 31, and the projected periods in the financial plan recognize the same fiscal year.

2.2 Sewer Utility Revenues under Existing Rates

The first step in the Financial Plan Analysis was to project revenues under the existing rate schedule. To complete this step required an analysis of sewer customers, volumes, and revenues.

2.2.1 Historical and Projected Customers and Volumes

Error! Reference source not found. presents the historical and projected sewer customers and billed consumption by customer class served by the City. Based on discussion with City staff and a trend analysis of recent historical accounts, usage, and surcharge strength, the forecast of these billing determinants were assumed to be constant over the forecast period.

Table 2-1: Historical and Projected Sewer Accounts and Volume

Line No.		Historical			Projected					
		2021	2022	2023	2024	2025	2026	2027	2028	2029
	Accounts									
1	Residential - Inside	19,870	20,430	20,258	20,258	20,258	20,258	20,258	20,258	20,258
2	Residential - Outside	395	371	346	346	346	346	346	346	346
3	Commercial - Inside	2,020	2,057	2,031	2,031	2,031	2,031	2,031	2,031	2,031
4	Commercial - Outside	48	49	48	48	48	48	48	48	48
5	Industrial - Inside	100	96	89	89	89	89	89	89	89
6	Inside Meter-Related Residence	112	127	133	133	133	133	133	133	133
7	Other Public Authority - Inside	100	99	96	96	96	96	96	96	96
8	Outside Meter-Related Residence	4	3	3	3	3	3	3	3	3
9	Total Accounts	22,649	23,232	23,004	23,004	23,004	23,004	23,004	23,004	23,004
	Billed Volume *(1,000 Gallons)*									
10	Residential - Inside	868,331	904,664	887,010	887,000	887,000	887,000	887,000	887,000	887,000
11	Residential - Outside [1]	38,267	37,133	35,378	35,410	35,410	35,410	35,410	35,410	35,410
12	Commercial - Inside	594,295	612,691	604,288	604,390	604,390	604,390	604,390	604,390	604,390
13	Commercial - Outside	40,291	38,580	40,021	39,680	39,680	39,680	39,680	39,680	39,680
14	Industrial - Inside	878,079	910,508	935,764	935,760	935,760	935,760	935,760	935,760	935,760
15	Inside Meter-Related Residence	31,332	40,207	40,211	40,290	40,290	40,290	40,290	40,290	40,290
16	Other Public Authority - Inside	53,359	62,076	69,312	69,310	69,310	69,310	69,310	69,310	69,310
17	Outside Meter-Related Residence	4,247	4,459	5,725	5,890	5,890	5,890	5,890	5,890	5,890
18	Total Billed Volume	2,508,200	2,610,318	2,617,708	2,617,730	2,617,730	2,617,730	2,617,730	2,617,730	2,617,730
	Industrial Surcharge Loadings									
19	Industrial - BOD (lbs)	2,181,742	1,957,822	1,837,667	1,837,667	1,837,667	1,837,667	1,837,667	1,837,667	1,837,667
20	Industrial - SS (lbs)	310,446	199,448	357,568	357,568	357,568	357,568	357,568	357,568	357,568

2.2.2 Existing Sewer Rates

Table 2-2**Table 1-1** shows the existing sewer rates for inside City customers. The sewer rate consists of a graduating base meter charge per monthly bill and a volumetric charge per thousand gallons of usage. Surcharge rates for customers contributing flow with strengths greater than 350 mg/L are shown in dollars per pound for BOD and TSS.

Table 2-2: Existing Sewer Rates

Line No.	Description	Existing 2024
	INSIDE CITY	
	Monthly Facility Charge - $/bill	
1	3/4" or smaller	$ 40.29
2	1"	$ 51.71
3	1.5"	$ 80.33
4	2"	$ 114.64
5	3"	$ 194.71
6	4"	$ 309.04
7	6"	$ 595.00
8	**Volume Charge - $/1,000 gal**	$ 2.64
9	**BOD Surcharge - $/lb**	$ 1.11
10	**SS Surcharge - $/lb**	$ 0.68

2.2.3 User Revenues under Existing Rates

The projection of user charge revenues was estimated based on the forecasted accounts and volumes factored by the schedule of 2024 sewer rates.

Table 2-3: Historical and Projected Sewer User Revenues

Line No.		Historical			Projected					
		2021	2022	2023	2024	2025	2026	2027	2028	2029
	User Revenues Under Existing Rates									
1	Residential - Inside	$ 10,415,175	$ 11,271,214	$ 11,719,650	$ 12,309,539	$ 12,358,928	$ 12,358,928	$ 12,358,928	$ 12,358,928	$ 12,358,928
2	Residential - Outside	$ 609,741	$ 640,089	$ 702,302	$ 738,033	$ 740,964	$ 740,964	$ 740,964	$ 740,964	$ 740,964
3	Commercial - Inside	$ 2,610,364	$ 2,842,947	$ 2,952,852	$ 3,103,534	$ 3,116,115	$ 3,116,115	$ 3,116,115	$ 3,116,115	$ 3,116,115
4	Commercial - Outside	$ 178,979	$ 185,039	$ 196,147	$ 204,083	$ 204,886	$ 204,886	$ 204,886	$ 204,886	$ 204,886
5	Industrial - Inside [2]	$ 4,445,620	$ 4,408,868	$ 4,707,121	$ 4,978,782	$ 5,000,048	$ 5,000,048	$ 5,000,048	$ 5,000,048	$ 5,000,048
6	Inside Meter-Related Residence	$ 141,366	$ 191,299	$ 206,136	$ 217,032	$ 217,911	$ 217,911	$ 217,911	$ 217,911	$ 217,911
7	Other Public Authority - Inside	$ 230,182	$ 260,282	$ 288,582	$ 303,651	$ 304,533	$ 304,533	$ 304,533	$ 304,533	$ 304,533
8	Outside Meter-Related Residence	$ 17,621	$ 19,630	$ 23,494	$ 25,530	$ 25,630	$ 25,630	$ 25,630	$ 25,630	$ 25,630
9	Total User Revenues	$ 18,649,048	$ 19,819,367	$ 20,796,284	$ 21,880,184	$ 21,969,015	$ 21,969,015	$ 21,969,015	$ 21,969,015	$ 21,969,015

[1] Includes component customer volume
[2] Includes BOD and SS charges

2.3 Sewer Utility Expenditures

Typically, a municipal sewer utility's primary cash expenditures include the following direct operating and capital costs:

- Operation and Maintenance (O&M) Expenses
- Capital Improvement Program Expenditures
- Debt Service Principal and Interest Payments

Each of these cash obligations is described further below.

2.3.1 O&M Expenses

Table **2-4** presents the recent sewer O&M expense history and the projection of the sewer system O&M expenses through the 2029 planning period. Expenses summarized in

Table **2-4** reflect operating costs only; costs related to capital projects are excluded from these tables and are addressed later in this report.

Projected O&M expenses are anticipated to increase from budgeted 2024 amounts by roughly 4 percent per year.

Table 2-4: Historical and Projected Sewer Operating & Maintenance Expense

Line No.		Historical			Budgeted	Projected				
		2021	2022	2023	2024	2025	2026	2027	2028	2029
	Billing & Collection									
1	Personnel Services	203,425	192,911	265,388	279,771	293,800	308,500	323,900	340,100	357,100
2	Operational Supplies	231,318	240,389	246,758	281,358	287,100	292,900	298,800	304,800	310,900
3	Other Purchases/Services	458,889	424,220	505,683	484,956	503,000	521,800	541,200	561,600	582,700
4	Capital Outlay and Improvements	-	-	-	-	-	-	-	-	-
5	Total Billing & Collection	893,632	857,520	1,017,829	1,046,085	1,083,900	1,123,200	1,163,900	1,206,500	1,250,700
	Sewer Treatment									
6	Personnel Services	1,771,529	1,582,394	2,338,725	2,419,773	2,540,800	2,667,900	2,801,300	2,941,400	3,088,300
7	Operational Supplies	2,039,990	2,822,966	2,389,623	3,027,600	3,120,100	3,215,700	3,314,400	3,416,500	3,522,300
8	Other Purchases/Services	147,131	147,480	150,047	194,618	198,500	202,400	206,500	210,600	214,800
9	Capital Outlay and Improvements	-	-	-	-	-	-	-	-	-
10	Other Financing Uses	2,626	2,626	2,626	2,626	2,700	2,800	2,900	3,000	3,100
11	Total Sewer Treatment	3,961,276	4,555,466	4,881,021	5,644,617	5,862,100	6,088,800	6,325,100	6,571,500	6,828,500
	Sewer Maintenance									
12	Personnel Services	431,546	412,264	681,348	748,363	785,900	825,400	867,000	910,500	956,100
13	Operational Supplies	206,530	239,648	367,272	427,080	435,700	444,400	453,200	462,300	471,500
14	Other Purchases/Services	39,709	33,293	41,089	45,859	46,800	47,800	48,800	49,800	50,800
15	Capital Outlay and Improvements	-	-	-	-	-	-	-	-	-
16	Financing Uses	1,313	1,313	1,313	1,313	1,300	1,300	1,300	1,300	1,300
17	Total Sewer Maintenance	679,098	686,518	1,091,022	1,222,615	1,269,700	1,318,900	1,370,300	1,423,900	1,479,700
18	Grand Total Sewer O&M	5,534,006	6,099,504	6,989,872	7,913,317	8,215,700	8,530,900	8,859,300	9,201,900	9,558,900

2.3.2 Projected Capital Improvement Expenditures

Table **2-5** shows the projected sewer capital improvement program (CIP) expenditures for the 2024 to 2029 planning period developed in coordination with City staff. The CIP is broken into three sections including Phase 1 treatment projects, shown on Line 1 through Line 10, Phase 2 treatment projects, shown on Line 11 through Line 35, and collection system projects shown on Line 36 through Line 46. All of the costs shown through Line 47 are uninflated and are inflated in total by project type category on Line 48 through Line 50.

The City expects to spend approximately $70.2 million on inflated treatment plant projects and $50.7 million in collection system improvements. The City anticipates cash funding capital improvements, except for the Phase 2 treatment projects, which are expected to be debt-funded with a State Revolving Fund (SRF) loan of $36.5 million.

Table 2-5: Sewer Capital Improvement Program

Line No.		Budgeted 2024	Projected 2025	2026	2027	2028	2029	Total
	Phase 1 Projects (Treatment)							
1	Additional Final Clarifier and Piping	-	-	-	3,700,000	-	-	3,700,000
2	Flow Splitter Structure	-	-	-	150,000	-	-	150,000
3	Replace Tertiary Filters with Piping and Junction Box	-	-	4,000,000	-	-	-	4,000,000
4	Replace Media in Trickling Filter Towers	4,000,000	-	-	-	-	-	4,000,000
5	Replace Media in Trickling Filter Towers	-	4,000,000	-	-	-	-	4,000,000
6	Replace Trickling Filter Media in South Tower	-	-	2,000,000	-	-	-	2,000,000
7	Replace Aeration Equipment in Oxidation Ditches	-	4,000,000	-	-	-	-	4,000,000
8	Misc. Improvements	-	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
9	Contingency & Engineering [1]	800,000	1,800,000	1,400,000	970,000	200,000	200,000	5,370,000
10	Total	4,800,000	10,800,000	8,400,000	5,820,000	1,200,000	1,200,000	32,220,000
	Phase 2 Projects (Treatment)							
11	Flow Diversion and Screening Structure	-	-	-	-	1,200,000	-	1,200,000
12	Junction Box and Pumping Modifications	-	-	-	-	200,000	-	200,000
13	Chemical Feed Building and Equipment	-	-	-	-	1,200,000	-	1,200,000
14	Chemical Storage Facilities (Silos or Tanks)	-	-	-	-	1,000,000	-	1,000,000
15	Expansion of Final Clarifier Splitting Box	-	-	-	-	75,000	-	75,000
16	4th Final Clarifier with Piping and Road Modifications	-	-	-	-	3,800,000	-	3,800,000
17	Phase 2 Contingency & Engineering	-	-	-	-	1,868,750	-	1,868,750
18	Flow Diversion Structure	-	-	-	-	150,000	-	150,000
19	Ex. Inlet Structure Modifications and Piping Lagoon	-	-	-	-	250,000	-	250,000
20	Inlet and Screening Structure	-	-	-	-	1,800,000	-	1,800,000
21	Grit Removal	-	-	-	-	2,600,000	-	2,600,000
22	Grit and Screenings Conveyance and Loadings	-	-	-	-	600,000	-	600,000
23	Splitter Box Modifications	-	-	-	-	150,000	-	150,000
24	Additional Blowers in Ex. Ox. Ditches (4x)	-	-	-	-	2,200,000	-	2,200,000
25	Aeration Racks in Ex. Ox. Ditches (18x)	-	-	-	-	900,000	-	900,000
26	Additional Mixers in Ex. Ox. Ditches (4x)	-	-	-	-	400,000	-	400,000
27	4th Final Clarifier and Piping	-	-	-	-	3,500,000	-	3,500,000
28	RAS Pumping Structure Modifications	-	-	-	-	75,000	-	75,000
29	Tertiary Filters Flow Splitter and Bypass Juntion Boxes	-	-	-	-	200,000	-	200,000
30	Replace UV in Ex. Structure	-	-	-	-	2,000,000	-	2,000,000
31	Parallel 24" Parshall Flume	-	-	-	-	150,000	-	150,000
32	Chemical Feed Building and Equipment	-	-	-	-	1,200,000	-	1,200,000
33	Chemical Storage Facilities (Silos or Tanks)	-	-	-	-	2,300,000	-	2,300,000
34	Phase 2 Contingency & Engineering	-	-	-	-	4,618,750	-	4,618,750
35	Total	-	-	-	-	32,437,500	-	32,437,500
	Collection Projects (Cash funded - All)							
36	Swede Lane Lift Station Improvements	-	300,000	-	-	-	-	300,000
37	20th and Malang Lift Station and Force Main	-	-	5,000,000	-	-	-	5,000,000
38	Apple Road Lit Station Elimination	-	-	-	-	4,800,000	-	4,800,000
39	Short Creek Lift Station Consolidation	-	-	-	-	-	6,900,000	6,900,000
40	Tin Cup Lift Station and Force Main Improvements	5,000,000	-	-	-	-	-	5,000,000
41	Crane Drive Interceptor Sewer Improvements	2,500,000	-	-	-	-	-	2,500,000
42	Tin Cup Phase 2 Force Main	-	2,500,000	-	-	-	-	2,500,000
43	12th & Iowa	-	5,266,782	-	-	-	-	5,266,782
44	Contingency & Engineering [1]	1,500,000	1,913,356	800,000	-	1,600,000	1,380,000	7,193,356
45	Infiltration & Inflow [1]	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	9,000,000
46	Total Collection	10,500,000	11,480,138	7,300,000	1,500,000	7,900,000	9,780,000	48,460,138
47	Grand Total CIP	15,300,000	22,280,138	15,700,000	7,320,000	41,537,500	10,980,000	113,117,638
	Inflated Projects by Category [1]							
48	Phase 1 Projects (Treatment)	4,800,000	11,070,000	8,826,300	6,269,726	1,325,509	1,359,274	33,650,809
49	Phase 2 Projects (Treatment)	-	-	-	-	36,508,692	-	36,508,692
50	Collection Projects (Cash funded - All)	10,500,000	11,722,142	7,604,500	1,500,000	8,502,442	10,878,991	50,708,075
51	Total Inflated CIP	15,300,000	22,792,142	16,430,800	7,769,726	46,336,643	12,238,265	120,867,576

[1] Projects are inflated 3% per year starting in 2025, excluding Phase 1 treatment and collection contingency & engineering (Lines 9 & 44) and Infiltration and inflow (Line 45).

2.3.3 Existing and Proposed Debt Service Requirements

Table 2-6 shows the existing and proposed debt service for the City sewer utility.

Table 2-6: Existing & Proposed Debt Service

Line No.		Budgeted 2024	Projected 2025	2026	2027	2028	2029
	Existing Debt Issues [1]						
1	Series 2021	1,953,339	1,963,612	1,973,702	1,984,609	1,995,323	2,004,851
2	Total Existing Debt Service	1,953,339	1,963,612	1,973,702	1,984,609	1,995,323	2,004,851
	Proposed Debt						
3	Proposed SRF Loans	-	-	-	-	-	2,341,400
4	Total Proposed Debt	-	-	-	-	-	2,341,400
5	Total Annual Debt Service	1,953,339	1,963,612	1,973,702	1,984,609	1,995,323	4,346,251

[1] Does not include the debt administrative fee

As shown on Line 2 in Table 2-6, the City has one outstanding sewer debt series with annual debt service expense of nearly $2.0 million per year. The proposed SRF loan annual debt service payment is summarized on Line 4. For the purpose of projecting future revenue requirements, the debt service payment for the proposed SRF loan is assumed to be equal annual principal and interest expense with full payments starting the year after funds are drawn or issued and reflects a 20-year loan with 2.5 percent interest.

2.3.4 Sewer Utility Operating and Capital Flow of Funds

Table 2-7 presents the sewer utility cash flow. Line 1 of Table 2-7 shows sewer revenues under existing rates, identified previously in Table 2-3.

Lines 2 through 6 present the proposed sewer revenue increases through 2029. The system revenue increases are projected to fund future operating and capital costs, sustain reasonable reserves, and provide adequate debt service coverage. All revenue increases are assumed to be effective on November 1 of each year indicated. Total user charge revenues are summarized on Line 8.

All other revenues are summarized on Line 9 and grand total revenue is summarized on Line 10, which includes existing and proposed user charge and non-user charge revenue.

Total sewer O&M expenses are shown on Lines 11 through 13, shown previously in

Table **2-4**. Annual debt service expense is shown on Lines 14 through 17 as shown previously in Table 2-6.

Total revenue requirements are summarized on Line 18. This amount is deducted from Line 10, total revenue, to determine the annual operating cash flow on Line 19. With the proposed revenue increases the annual operating cash flow is projected to range between $10.0 million and $12.0 million per year over the study period.

Lines 20 through 24 project future operating reserves for the utility. At the beginning of 2024, the utility had approximately $24.2 million in available cash. The annual operating cash flow is added to the beginning cash balance. All cash over and above the operating reserve target is then made available for cash-funding capital projects. Line 22 represents monies in excess of the targeted operating reserve, and those funds are made available to pay for capital projects. The ending operating target balance was determined in collaboration with the City and was set to be a 270-day minimum balance, meaning the utility will maintain a minimum of 270 days of each year's operating expenses in cash on hand.

The capital flow of funds is shown starting on Line 25. Sources of funds for the capital plan include the transfer of available cash from operations, the issuance of debt, and grant funds. Grant funds shown on Line 27 are expected to pay for a portion of the 12th & Iowa project shown previously on Line 43 of Table 2-5.

Capital improvement project totals shown on Line 31 are consistent with those shown previously in

Table **2-5**. The total capital uses summarized on Line 33 are deducted from the total sources of capital funds on Line 30 resulting in the annual capital balance shown on Line 35. The operating reserve shown on Line 23 is then added to the ending capital balance resulting in the total cash at the end of each year, shown on Line 35.

The debt service coverage ratio for the utility is shown on Line 38. Debt service coverage is an indicator of financial health and resilience that measures the ability of annual cash flow to pay annual debt service. For the purpose of this analysis and in coordination with City staff the sewer utility cash flow is targeting a minimum coverage ratio of 1.50x. As shown on Line 38, the coverage ratio is anticipated to exceed the minimum target each year of the forecast.

Table 2-7: Sewer Utility Operating and Capital Flow of Funds

Line No.		Budget 2024	Projected 2025	2026	2027	2028	2029
	Sewer Utility Operating Flow of Funds						
1	Revenue Under Existing Rates	21,880,184	21,969,015	21,969,015	21,969,015	21,969,015	21,969,015
	Proposed Revenue Adjustments [1]						
	Year Month Increase						
2	2025 2 4.0%		644,400	703,000	703,000	703,000	703,000
3	2026 2 4.0%			665,000	725,500	725,500	725,500
4	2027 2 4.0%				686,300	748,700	748,700
5	2028 2 4.0%					708,300	772,700
6	2029 2 4.0%						731,000
7	Total Proposed Additional Revenue	-	644,400	1,368,000	2,114,800	2,885,500	3,680,900
8	Total Sewer User Charge Revenue	21,880,184	22,613,415	23,337,015	24,083,815	24,854,515	25,649,915
9	Other Revenue	187,500	187,500	187,500	187,500	187,500	187,500
10	**Grand Total Sewer Revenue**	**22,067,684**	**22,800,915**	**23,524,515**	**24,271,315**	**25,042,015**	**25,837,415**
	Revenue Requirements						
11	Operation and Maintenance Expense	7,913,300	8,215,700	8,530,900	8,859,300	9,201,900	9,558,900
12	Transfers Out	1,517,133	1,577,800	1,640,900	1,706,500	1,774,800	1,845,800
13	Total O&M	9,430,433	9,793,500	10,171,800	10,565,800	10,976,700	11,404,700
	Debt Service						
14	Existing Debt	1,953,300	1,963,600	1,973,700	1,984,600	1,995,300	2,004,900
15	Debt Admin Fee	100,700	91,700	82,500	73,300	63,900	54,300
16	Proposed SRF Loans	-	-	-	-	-	2,341,400
17	Total Debt Service	2,054,000	2,055,300	2,056,200	2,057,900	2,059,200	4,400,600
18	**Total Revenue Requirements**	**11,484,433**	**11,848,800**	**12,228,000**	**12,623,700**	**13,035,900**	**15,805,300**
19	**Annual Operating Balance**	**10,583,251**	**10,952,115**	**11,296,515**	**11,647,615**	**12,006,115**	**10,032,115**
20	Beginning Balance	24,229,400	7,072,851	7,345,066	7,628,781	7,924,295	8,232,510
21	Annual Operating Balance	10,583,251	10,952,115	11,296,515	11,647,615	12,006,115	10,032,115
22	Transfers to Capital	(27,739,800)	(10,679,900)	(11,012,800)	(11,352,100)	(11,697,900)	(9,711,100)
23	**Ending Balance**	7,072,851	7,345,066	7,628,781	7,924,295	8,232,510	8,553,525
24	*Op. Reserve Target [2]*	*7,072,825*	*7,345,125*	*7,628,850*	*7,924,350*	*8,232,525*	*8,553,525*
	Sewer Utility Capital Flow of Funds						
	Sources						
25	Beginning Balance Capital Funds	-	12,439,800	3,927,340	(1,490,660)	2,091,714	3,952,971
26	Transfer from Operations	27,739,800	10,679,900	11,012,800	11,352,100	11,697,900	9,711,100
27	Anticipated Grants	-	3,599,782	-	-	-	-
28	Debt Issuance (Revenue Bonds)	-	-	-	-	-	-
29	Debt Issuance (SRF)	-	-	-	-	36,500,000	-
30	**Total Capital Sources**	**27,739,800**	**26,719,482**	**14,940,140**	**9,861,440**	**50,289,614**	**13,664,071**
	Uses						
31	Capital Improvement Projects	15,300,000	22,792,142	16,430,800	7,769,726	46,336,643	12,238,265
32	Bond Issuance Expense	-	-	-	-	-	-
33	**Total Capital Uses**	**15,300,000**	**22,792,142**	**16,430,800**	**7,769,726**	**46,336,643**	**12,238,265**
34	**Annual Capital Balance**	**12,439,800**	**3,927,340**	**(1,490,660)**	**2,091,714**	**3,952,971**	**1,425,806**
35	**Total Cash Balance**	**19,512,651**	**11,272,406**	**6,138,121**	**10,016,010**	**12,185,481**	**9,979,331**
	Debt Service Coverage						
36	Net Operating Revenue Available for Debt Service [3]	14,154,384	14,585,215	14,993,615	15,412,015	15,840,115	16,278,515
37	Annual Debt Service	2,054,000	2,055,300	2,056,200	2,057,900	2,059,200	4,400,600
38	Debt Service Coverage	6.89	7.10	7.29	7.49	7.69	3.70

[1] Effectiveness of proposed revenue increases is reduced by an elasticity demand factor of 20%
[2] Operating Reserve Target is 75% of annual O&M
[3] Excludes the external transfers

3.0 Cost of Service Analysis

3.1 Introduction

The cost of service analysis estimates revenue responsibility for each customer class, commensurate with the level of service provided. To determine each customer class' share of the cost of providing utility service, the cost of service analysis compares the revenues received from each customer class under the existing schedule of rates with the allocated cost responsibility for each class.

The cost of service analysis was developed through the following steps:

1. Determine the net revenue requirements to be recovered from user charges.
2. Allocate test period operating and capital costs.
3. Estimate the system test period units of service.
4. Develop test period unit costs of service by class.
5. Assign the costs of service to customer classes.

To develop rates that reasonably recover the cost of providing service, the sewer utility's customer classes are allocated their respective share of the total cost of service according to their use of the system. Costs are assigned through consideration of flow, wastewater strength, customer costs, and other relevant factors. Ultimately, proposed rates must be sufficient to meet the net revenue requirements forecasted for the sewer utility.

3.2 Sewer Cost of Service

3.2.1 Net Revenue Requirements

As described in Section 2.0 of this Report, the cash needs of the sewer utility are projected over the five-year Study Period. The test period for the sewer cost of service analysis is 2025, which corresponds to the first year for which revenue adjustments are proposed. For the sewer utility, the revenue adjustment amounts to a 4.0 percent increase, consistent with the system revenue increase for 2025 shown in Table 2-7.

Table 3-1 summarizes the development of the net revenue requirements to be recovered from sewer rates in the 2025 Test Year. The net revenue requirements represent the level of costs that must be recovered from sewer rates and are equal to total operating and capital cost expenditures less all sources of other revenue. The net operating and net capital costs are shown on Line 10 of Table 3-1, which are 4.0 percent higher than revenues under existing sewer rates as shown on Line 12.

Table 3-1: Test Year 2025 Sewer Net Revenue Requirements

Line No.	Description	Operating Expense $	Capital Cost $	Total $
	Revenue Requirements			
1	Operating Expense	8,215,700	-	8,215,700
2	Debt Service	-	2,055,300	2,055,300
3	Transfers Out	1,577,800	-	1,577,800
4	Revenue Financed Capital	-	10,679,900	10,679,900
5	Total	9,793,500	12,735,200	22,528,700
	Revenue Requirements Met from Other Sources			
6	Other Miscellaneous Revenue	187,500	-	187,500
7	Use of / (Deposit to) Reserves	(118,300)	(153,900)	(272,200)
	Annualized Increase	(25,500)	(33,100)	(58,600)
8	Elasticity Demand	(76,400)	(99,400)	(175,800)
9	Total	(32,700)	(286,400)	(319,100)
10	Cost of Service to be met by User Charges	9,826,200	13,021,600	22,847,800
11	Revenue under Existing Rates			21,969,015
12	Indicated System Revenue Adjustment			4.0%

3.2.2 Cost of Service Methodology

According to the Water Environment Federation (WEF) Manual of Practice No. 27 *Financing and Charges for Wastewater Systems*, three cost allocation methodologies are generally used in the identification and allocation of wastewater utility costs, including:

- Design-Basis Cost Allocation Methodology, whereby costs are allocated to functions based on engineering design considerations that influence the size and purpose of facilities.
- Functional Cost Allocation Methodology, whereby costs are allocated to functions based on the operational purpose of facilities rather than engineering design.
- Hybrid Approach, where in general capital costs are allocated on the design basis while operating costs are allocated on the functional basis.

For this analysis, the functional cost allocation basis was followed, which aligns well with the current sewer cost structure and services related to its collection and treatment system.

3.2.3 Functional Cost Assignment

The sewer utility system includes a variety of facilities that work in concert with one another to meet necessary service requirements. For the City, sewer system expenses include billing and collection, sewer treatment, and sewer maintenance.

Volume costs are those which vary directly with the quantity of wastewater contributed. Treatment plant includes the strength of wastewater as measured in biochemical oxygen demand (BOD) and suspended solids (SS). Industrial Surcharge costs are those costs associated with labor and supplies to provide industrial pretreatment to high strength customers. General system are all other costs incurred by the utility which are spread on the basis of all other direct costs.

3.2.3.1 Operating Expenses

Operating expenses for the sewer system were forecasted previously in

Table **2-4** of this Report. Test Year 2025 summary level operating costs are assigned to functional components in Table 3-2.

In general, operation and maintenance costs were allocated based on several considerations, including:

- The cost causative or functional nature of the underlying expense.
- Directly assignable costs such as customer costs.
- Public works input regarding the functional purpose of certain costs.

Table 3-2: O&M Functional Allocation of Test Year Costs

Line No.	Description	Test Year 2025 Total $	Volume $	BOD $	Suspended Solids	Fixed / Customer	Industrial Surcharge	Allocation Basis
	Billing & Collection							
1	Total Billing & Collection	1,083,900	-	-	-	1,083,900	-	Billing & Collection
	Sewer Treatment							
2	Direct Sewer Treatment	3,885,100	1,493,000	1,352,100	1,040,000	-	-	Sewer Treatment
3	High Strength Industrial	235,500	-	-	-	-	235,500	Industrial Pretreatment
4	Chemical & Laboratory Supply	40,800	40,800	-	-	-	-	Chemicals
5	Wastewater Chemical Supply	40,800	40,800	-	-	-	-	Chemicals
6	Electric Charges	1,312,500	656,200	656,300	-	-	-	Power
7	Gas Charges	347,400	173,700	173,700	-	-	-	Power
8	Total Sewer Treatment	5,862,100	2,404,500	2,182,100	1,040,000	-	235,500	
	Sewer Maintenance							
9	Total Sewer Maintenance	1,269,700	951,500	-	-	318,200	-	Sewer Maintenance
10	Subtotal O&M Expenses	8,215,700	3,356,000	2,182,100	1,040,000	1,402,100	235,500	
11	Transfers Out	1,577,800	644,500	419,100	199,700	269,300	45,200	Subtotal O&M Expenses
12	Total Sewer Utility O&M Expenses	9,793,500	4,000,500	2,601,200	1,239,700	1,671,400	280,700	
	Revenue Requirements Met from Other Sources							
13	Other Miscellaneous Revenue	187,500	76,600	49,800	23,700	32,000	5,400	Subtotal O&M Expenses
14	Use of / (Deposit to) Reserves	(118,300)	(48,300)	(31,400)	(15,000)	(20,200)	(3,400)	Subtotal O&M Expenses
15	Annualized Increase	(25,500)	(10,400)	(6,800)	(3,200)	(4,400)	(700)	Subtotal O&M Expenses
16	Elasticity Demand	(76,400)	(31,200)	(20,300)	(9,700)	(13,000)	(2,200)	Subtotal O&M Expenses
17	**Subtotal**	(32,700)	(13,300)	(8,700)	(4,200)	(5,600)	(900)	
18	**Net Sewer O&M Expense**	9,826,200	4,013,800	2,609,900	1,243,900	1,677,000	281,600	
19	*Distribution*	*100.0%*	*40.8%*	*26.6%*	*12.7%*	*17.1%*	*2.9%*	

The net sewer O&M expense from Line 18 on Table 3-2 matches the net cost of service to be met by user charges in the operating expense column shown on Line 10 of Table 3-1.

3.2.3.2 Capital Costs

Cash capital costs for the sewer utility include cash financed (pay-as-you-go) capital funding and annual debt service. Existing debt is allocated on the basis of the City's fixed assets. Cash financed capital is allocated on the basis of future (five-year) CIP which consists of sewer collection and Phase 1 sewer treatment plant upgrades. Functionally allocated capital costs are shown in Table 3-3.

Table 3-3: Capital Functional Allocation of Test Year Costs

Line No.	Description	Test Year 2025 Total $	Volume $	BOD $	Suspended Solids $	Fixed / Customer $	Industrial Surcharge $	Allocation Basis
	Capital Costs							
	Existing & Proposed Debt							
1	Existing Debt	2,055,300	1,651,000	228,500	175,800	-	-	Net book
2	Revenue Financed Capital	10,679,900	7,484,200	1,806,000	1,389,700	-	-	Capital (non-phase 2)
3	Total Sewer Capital Costs	12,735,200	9,135,200	2,034,500	1,565,500	-	-	
	Less Revenue Requirements Met from Other Sources							
4	Other Miscellaneous Revenue	-	-	-	-	-	-	Total Sewer Capital Costs
5	Use of / (Deposit to) Reserves	(153,900)	(110,395)	(24,586)	(18,918)	-	-	Total Sewer Capital Costs
6	Annualized Increase	(33,100)	(23,743)	(5,288)	(4,069)	-	-	Total Sewer Capital Costs
7	Elasticity Demand	(99,400)	(71,302)	(15,880)	(12,219)	-	-	Total Sewer Capital Costs
8	Subtotal Other Operating Revenue	(286,400)	(205,440)	(45,754)	(35,206)	-	-	
9	Net Sewer Capital Expense	13,021,600	9,340,640	2,080,254	1,600,706	-	-	

The net sewer capital expense from Line 9 on Table 3-3 matches the net cost of service to be met by user charges in the capital expense column shown on Line 10 of Table 3-1.

3.2.4 Units of Service

Functional costs responsibility of each customer class may be established based on the respective service requirements of each class. These service requirements are referred to as units of service and are summarized in Table 3-4.

Billable flow or volume is that portion of each customer's annual water use discharged directly into the sewer system. Billable flow is based upon utility billing records by class. Treated flow represents the annual flow treated at the City's treatment plant, adjusted for Infiltration/Inflow. Billing costs are allocated to classes based on the projected number of billed units.

Table 3-4: Sewer Units of Service

Line No.	Description	Billable Flow Mgal	Treated Flow Mgal	Strength BOD lbs	Strength SS lbs.	Bills	Accounts
1	Residential	922,410	3,830,007	4,753,710	3,662,489	248,490	20,708
2	Commerical	644,070	938,005	2,088,411	1,978,097	25,120	2,093
3	Industrial	935,760	948,257	2,740,343	2,735,652	1,068	89
4	High Strength Industrial	-	-	1,837,667	357,568	-	-
5	Meter-Related Residence	46,180	65,276	148,337	141,170	1,643	136
6	Public Authority	69,310	82,790	211,872	206,813	1,152	96
7	Total	2,617,730	5,864,335	11,780,339	9,081,790	277,474	23,122

3.2.5 Unit Cost Development

Based on the functionalized operation and maintenance expenses and capital costs shown in Table 3-2 and Table 3-3, and the units of service developed in Table 3-4, unit costs of service for each functional cost component may be determined. Table 3-5 shows the unit of measure and applicable unit cost for each functional component.

Table 3-5: Sewer Unit Cost Development

Line No.	Description	Test Year 2025 Total	Volume	BOD	Suspended Solids	Fixed / Customer	Industrial Pretreatment Program
1	Total Units of Service		5,864,335	11,780,339	9,081,790	277,474	28
2	Unit of Measure		Treated Kgal	lbs	lbs	Bills	Customers
3	Net Operating Expense - $	9,544,600	4,013,800	2,609,900	1,243,900	1,677,000	281,600
4	Unit Cost - $/Unit		0.6844	0.2215	0.1370	6.0438	10,057.1429
5	Net Capital Costs - $	13,021,600	9,340,640	2,080,254	1,600,706	-	-
6	Unit Cost - $/Unit		1.5928	0.1766	0.1763	-	-
7	Total Cost of Service	22,566,200	13,354,440	4,690,154	2,844,606	1,677,000	281,600
8	Unit Cost - $/Unit		2.2772	0.3981	0.3133	6.0438	10,057.1429

3.2.6 Allocation of Costs to Customer Classes

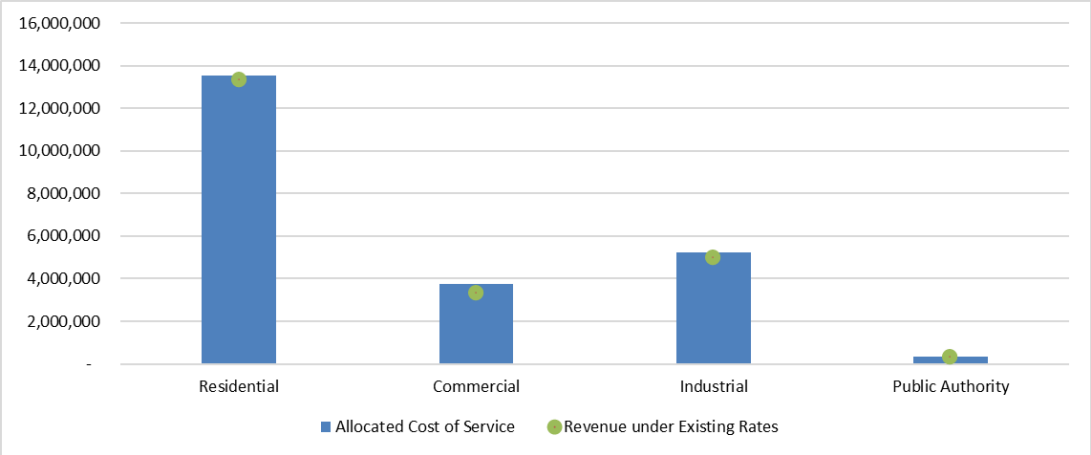
Applying the unit costs by function to units of service by class allows for the distribution of costs to customer classes, as shown in Table 3-6. Units of service for each class are as developed previously in Table 3-4. By applying the unit cost for each function against the level of service provided to each customer class, the total cost of service by customer class may be determined.

Table 3-6: Sewer Cost Allocation to Customer Classes

Line No.	Description	Test Year 2025 Total	Volume	BOD	Suspended Solids	Fixed / Customer	Industrial Pretreatment Program
1	Unit Cost of Service - $/Unit		$ 2.277	$ 0.398	$ 0.313	$ 6.044	$ 10,057.143
	Residential						
2	Units of Service		3,830,007	4,753,710	3,662,489	248,490	-
3	Allocated Cost - $	13,263,500	8,721,700	1,892,500	1,147,500	1,501,800	-
	Commercial						
4	Units of Service		938,005	2,088,411	1,978,097	25,120	-
5	Allocated Cost - $	3,738,900	2,136,000	831,400	619,700	151,800	-
	Industrial						
6	Units of Service		948,257	2,740,343	2,735,652	1,068	28
7	Allocated Cost - $	4,395,500	2,159,400	1,090,900	857,100	6,500	281,600
	Meter-Related Residence						
8	Units of Service		65,276	148,337	141,170	1,643	-
9	Allocated Cost - $	261,900	148,700	59,100	44,200	9,900	-
	Other Public Authority						
10	Units of Service		82,790	211,872	206,813	1,152	-
11	Allocated Cost - $	344,600	188,500	84,300	64,800	7,000	-
12	Total Units of Service		5,864,335	9,942,672	8,724,221	277,474	28
13	Total Cost of Service	22,004,400	13,354,300	3,958,200	2,733,300	1,677,000	281,600

After Test Year 2025 costs are assigned to customer classes, they may be compared against revenue under existing rates. This comparison provides an indication of equity in the recovery of costs through revenues under existing 2024 rates. As shown in Figure 3-1, customer class costs represented in the bars generally align with revenues by class represented by the green dots.

Figure 3-1: Comparison of Sewer Revenue Under Existing Rates to 2025 Allocated Cost of Service



It is important to note that cost of service results are instructive but for many reasons should not be interpreted as prescriptive in the development of proposed rates. A discussion of proposed rates for the sewer utility can be found in Section 4.0

4.0 Rate Design

4.1 Introduction

The primary focus of Step 3, Rate Design, is the examination of revenue recovery. Generally speaking, the objective is to design rates for each utility to progress toward the following goals:

- Generate adequate revenues to meet the projected operating and capital costs, while maintaining sound financial performance.
- Provide revenue stability.
- Provide cost recovery that is reasonably commensurate with the cost of providing service.

4.2 Existing and Proposed Rates

Table 4-1 shows the existing and proposed sewer rates. Lines 1 through 7 show the monthly fixed facility charge that graduates by meter size. Line 8 shows the volume charge per 1,000 gallons of usage. Lines 9 and 10 show the surcharge strength rates for BOD and TSS.

Line 11 shows the industrial pretreatment fee that is new for 2025 and is designed to help recover the cost of operating and administrating the City's industrial pretreatment program. This fee will be charged uniformly to all companies who participate in the City's pretreatment program and recovers the cost of labor, supplies and laboratory expenses.

Outside City customer rates are developed using the existing outside city multiplier of 1.30x the Inside City rates, consistent with the existing structure.

The overall systemwide increase is proposed to be 4 percent per year across all years of the study period. Proposed rates reflect the following adjustments:

- Facility charges increase 2.25 percent per year
- Volume charges increase 6.0 percent in 2025 and 8.0 percent per year thereafter
- BOD and TSS excess surcharge rates increase 1.5 percent per year
- Industrial pretreatment fee increases 4.0 percent per year beginning in 2026

The result of the proposed rate changes is anticipated to provide an annual increase in system user charge revenues of 4 percent, consistent with the proposed financial plan.

Table 4-1: Existing and Proposed Sewer Rates

Line No.	Description	Existing 2024	Proposed 2025	2026	2027	2028	2029
	INSIDE CITY						
	Monthly Facility Charge - $/bill						
1	3/4" or smaller	$ 40.29	$ 41.20	$ 42.13	$ 43.08	$ 44.05	$ 45.04
2	1"	$ 51.71	$ 52.87	$ 54.06	$ 55.28	$ 56.52	$ 57.79
3	1.5"	$ 80.33	$ 82.14	$ 83.99	$ 85.88	$ 87.81	$ 89.79
4	2"	$ 114.64	$ 117.22	$ 119.86	$ 122.56	$ 125.32	$ 128.14
5	3"	$ 194.71	$ 199.09	$ 203.57	$ 208.15	$ 212.83	$ 217.62
6	4"	$ 309.04	$ 315.99	$ 323.10	$ 330.37	$ 337.80	$ 345.40
7	6"	$ 595.00	$ 608.39	$ 622.08	$ 636.08	$ 650.39	$ 665.02
8	**Volume Charge - $/1,000 gal**	$ 2.64	$ 2.80	$ 3.02	$ 3.26	$ 3.52	$ 3.80
9	**BOD Surcharge - $/lb**	$ 1.11	$ 1.13	$ 1.15	$ 1.17	$ 1.19	$ 1.21
10	**SS Surcharge - $/lb**	$ 0.68	$ 0.69	$ 0.70	$ 0.71	$ 0.72	$ 0.73
11	**Industrial Pretreatment Fee - $/bill**	$ -	$ 150.00	$ 156.00	$ 162.24	$ 168.73	$ 175.48
	OUTSIDE CITY						
	Monthly Facility Charge - $/bill						
12	3/4" or smaller	$ 52.35	$ 53.56	$ 54.77	$ 56.00	$ 57.27	$ 58.55
13	1"	$ 67.20	$ 68.73	$ 70.28	$ 71.86	$ 73.48	$ 75.13
14	1.5"	$ 104.43	$ 106.78	$ 109.19	$ 111.64	$ 114.15	$ 116.73
15	2"	$ 149.04	$ 152.39	$ 155.82	$ 159.33	$ 162.92	$ 166.58
16	3"	$ 253.12	$ 258.82	$ 264.64	$ 270.60	$ 276.68	$ 282.91
17	4"	$ 401.74	$ 410.79	$ 420.03	$ 429.48	$ 439.14	$ 449.02
18	6"	$ 773.50	$ 790.91	$ 808.70	$ 826.90	$ 845.51	$ 864.53
19	**Volume Charge - $/1,000 gal**	$ 3.43	$ 3.64	$ 3.93	$ 4.24	$ 4.58	$ 4.94
20	**BOD Surcharge - $/lb**	$ 1.45	$ 1.48	$ 1.50	$ 1.53	$ 1.55	$ 1.58
21	**SS Surcharge - $/lb**	$ 0.88	$ 0.89	$ 0.91	$ 0.92	$ 0.93	$ 0.94

4.3 Bill Impact from Proposed Rates

Table 4-2 shows the impact on sewer bills for a sampling of residential customers with a 3/4” meter under different usage amounts under existing and proposed rates. Table 4-2 shows the changes in monthly bills over the study period, assuming all proposed rates are implemented through 2029.

The calculated bills are shown on Line 1 through Line 4 with the change in dollars shown on Line 5 through Line 8. The percentage change in monthly bills year over year can be seen on Lines 9 through 12.

Table 4-2: Residential Sewer Bills Under Existing and Proposed Rates

Line No.	Billable Flow *Kgal*	Existing 2024	2025	2026	2027	2028	2029
			Proposed Monthly Bill				
1	2.0	$ 45.57	$ 46.80	$ 48.17	$ 49.60	$ 51.09	$ 52.64
2	4.0	$ 50.85	$ 52.40	$ 54.21	$ 56.12	$ 58.13	$ 60.24
3	8.0	$ 61.41	$ 63.60	$ 66.29	$ 69.16	$ 72.21	$ 75.44
4	16.0	$ 82.53	$ 86.00	$ 90.45	$ 95.24	$ 100.37	$ 105.84
			Change in Monthly Bill ($)				
5	2.0		$ 1.23	$ 1.37	$ 1.43	$ 1.49	$ 1.55
6	4.0		$ 1.55	$ 1.81	$ 1.91	$ 2.01	$ 2.11
7	8.0		$ 2.19	$ 2.69	$ 2.87	$ 3.05	$ 3.23
8	16.0		$ 3.47	$ 4.45	$ 4.79	$ 5.13	$ 5.47
			Change in Monthly Bill (%)				
9	2.0		2.7%	2.9%	3.0%	3.0%	3.0%
10	4.0		3.0%	3.5%	3.5%	3.6%	3.6%
11	8.0		3.6%	4.2%	4.3%	4.4%	4.5%
12	16.0		4.2%	5.2%	5.3%	5.4%	5.4%

Table 4-3 shows the impact on sewer bills for a sampling of commercial customers with a 2" meter under different usage amounts under existing and proposed rates. Table 4-3 shows the changes in monthly bills over the study period, assuming all proposed rates are implemented through 2029.

Table 4-3: Commercial Sewer Bills Under Existing and Proposed Rates

Line No.	Billable Flow *Kgal*	Existing 2024	2025	2026	2027	2028	2029
			Proposed Monthly Bill				
1	25.0	$ 180.64	$ 187.22	$ 195.36	$ 204.06	$ 213.32	$ 223.14
2	50.0	$ 246.64	$ 257.22	$ 270.86	$ 285.56	$ 301.32	$ 318.14
3	100.0	$ 378.64	$ 397.22	$ 421.86	$ 448.56	$ 477.32	$ 508.14
			Change in Monthly Bill ($)				
4	25.0		$ 6.58	$ 8.14	$ 8.70	$ 9.26	$ 9.82
5	50.0		$ 10.58	$ 13.64	$ 14.70	$ 15.76	$ 16.82
6	100.0		$ 18.58	$ 24.64	$ 26.70	$ 28.76	$ 30.82
			Change in Monthly Bill (%)				
7	25.0		3.6%	4.3%	4.5%	4.5%	4.6%
8	50.0		4.3%	5.3%	5.4%	5.5%	5.6%
9	100.0		4.9%	6.2%	6.3%	6.4%	6.5%

Table 4-4 shows the impact on sewer bills for a sampling of high strength industrial customers with a 2" or 6" meter under different usage amounts under existing and proposed rates, including the Industrial Pretreatment Fee. Table 4-4 shows the changes in monthly bills over the study period, assuming all proposed rates are implemented through 2029.

Table 4-4: Industrial Sewer Bills Under Existing and Proposed Rates

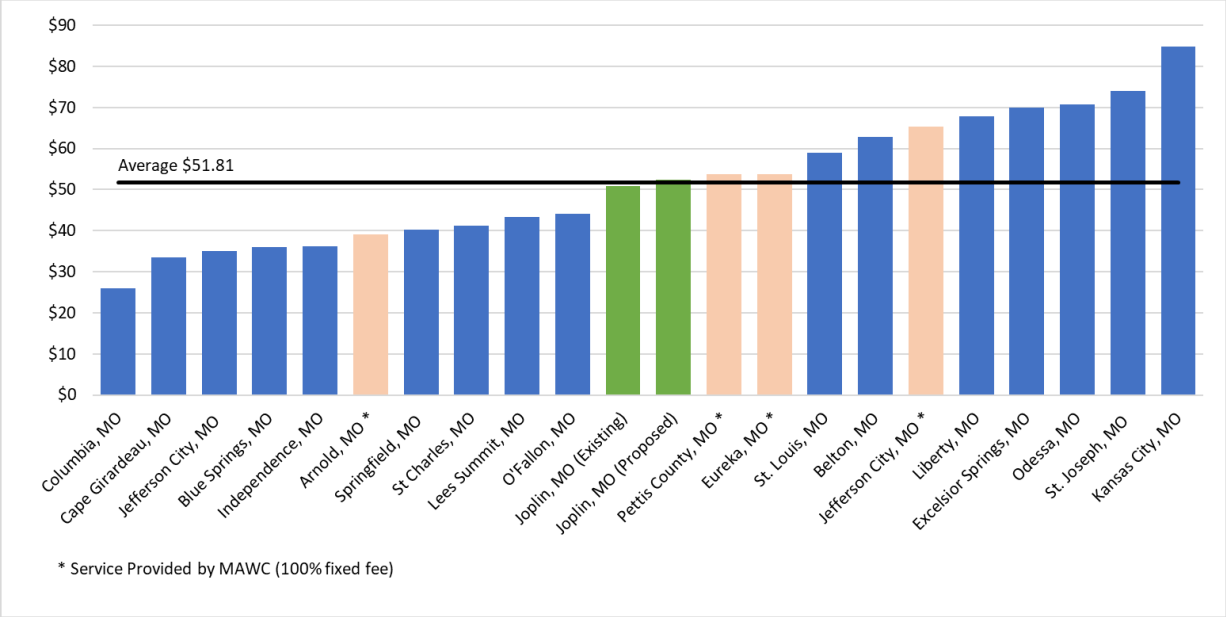
Line No.	Meter Size	Billable Flow	BOD	TSS	Existing 2024	2025	2026	2027	2028	2029
	Inches	*Kgal*	*lbs*	*lbs*						
						Proposed Monthly Bill				
1	2"	880.0	1,720.0	330.0	$ 4,571.44	$ 4,902.52	$ 5,142.46	$ 5,400.30	$ 5,676.05	$ 5,969.72
2	6"	1,760.0	3,440.0	660.0	$ 9,508.60	$ 10,028.99	$ 10,511.28	$ 11,029.32	$ 11,583.12	$ 12,172.70
3	6"	3,520.0	6,880.0	1,320.0	$ 18,422.20	$ 19,299.59	$ 20,244.48	$ 21,260.32	$ 22,347.12	$ 23,504.90
						Change in Monthly Bill ($)				
4	2"	880.0	1,720.0	330.0		$ 331.08	$ 239.94	$ 257.84	$ 275.75	$ 293.67
5	6"	1,760.0	3,440.0	660.0		$ 520.39	$ 482.29	$ 518.04	$ 553.80	$ 589.58
6	6"	3,520.0	6,880.0	1,320.0		$ 877.39	$ 944.89	$ 1,015.84	$ 1,086.80	$ 1,157.78
						Change in Monthly Bill (%)				
7	2"	880.0	1,720.0	330.0		7.2%	4.9%	5.0%	5.1%	5.2%
8	6"	1,760.0	3,440.0	660.0		5.5%	4.8%	4.9%	5.0%	5.1%
9	6"	3,520.0	6,880.0	1,320.0		4.8%	4.9%	5.0%	5.1%	5.2%

Companies participating in the City's industrial pretreatment program with relatively low monthly flow will realize a higher percent increase in their 2025 sewer bill, as their sewer bill will be influenced more by the implementation of the Industrial Pretreatment Fee of $150 per month. Percentage changes in these sewer bills will be more consistent with those shown in Table 4-4 beginning in 2026.

4.4 Regional Sewer Comparison

A comparison of rates for twenty-one regional utilities was conducted based on rates in effect as of July 1, 2024. Figure 1-3 shows the monthly bill for a 5/8-inch meter using 4 thousand gallons a month for each of these providers. The regional typical bill ranges from $26 per month to $85 per month, with the City currently just below the average of $51.81 per month. Implementing the proposed 2025 rates does not meaningfully impact the competitive position of the City's average residential sewer bill. Note that a portion of the surveyed communities are likely to experience rate increases in 2025. As mentioned earlier, nationwide annual rate increases for water and sewer service amount to about 5 percent per year, suggesting rates for other communities will increase over time.

Figure 4-1: Residential Sewer Monthly Bill Comparison at 4 Thousand Gallons per Month





1898andco.com

COUNCIL BILL NO. 2024-151 **ORDINANCE NO.**

AN ORDINANCE amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of Division 6, Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri.

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

WHEREAS, in 2019 the Council of the City of Joplin established a sewer rate based upon the cost of providing and maintaining the sewer infrastructure and the cost of treating, on a per usage basis, the waste stream; and, for industrial and commercial users with additional surcharges for usage and wastewater strength; and,

WHEREAS, the Council of the City of Joplin heard a rate study report regarding the proposed rates at the August 12, 2024 work session of the Council; and,

WHEREAS, in 2024 the consulting firm of Burns and McDonnell have reviewed the City's wastewater treatment system and have provided rate recommendations; and,

WHEREAS, the rates increase each year, 2025 through 2029; and,

WHEREAS, only those residential, commercial, industrial and governmental persons or entities utilizing the system will be responsible for payment of sewer fees; and,

WHEREAS, the rate charged to out-of-town users is higher, in part, because those users do not bear the potential liability associated with a wastewater treatment system that City residents may incur; and,

WHEREAS, the Council of the City of Joplin has determined that the rate structure proposed is the most equitable way to balance the cost of maintaining an environmentally compliant and effective sewerage system.

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

Section 1. That Sections 118-201 through 118-202, inclusive, of Division 6. Rates and Charges. of Division II. Sewers and Sewage Disposal. of Chapter 118. Utilities. of the Joplin City Code, are hereby repealed in their entirety, and a new Division 6. Rates and Charges., Sections 118-201 through 118-202 are hereby enacted in lieu thereof, to read as follows:

COUNCIL BILL NO. 2024-151 **ORDINANCE NO.**

DIVISION 6. RATES AND CHARGES

Sec. 118-201. Generally.

Sewer service charges are hereby levied against every residential, commercial, industrial and governmental user connected to public sewers in accordance with the rate recommendation documented in the 2024 Burns and McDonnell rate study, said rate study is incorporated herein by reference as Appendix 1. The proceeds of such charges so derived will be used first, for the purpose of retiring the debt for the public wastewater treatment works and then for the purpose of operation, maintaining and replacing the sewer system and equipment.

Sec. 118-202. - Rates and surcharges.

(a) All residential, commercial, industrial and governmental establishments shall be charged for sewer service in accordance with the following rate table. The sewer service charge shall consist of a monthly facility charge based upon the size of water meter plus a charge based upon the gallons of water used per month. The charges shall become effective on the dates listed in the table. The rate effective on April 1, 2025, shall be effective thereafter until changed.

RATE TABLE I

¾ Inch Meter or Smaller

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	40.29	52.35	2.64	3.43
April 1, 2025	41.20	53.56	2.80	3.64
April 1, 2026	42.13	54.77	3.02	3.93
April 1, 2027	43.08	56.00	3.26	4.24
April 1, 2028	44.05	57.27	3.52	4.58
April 1, 2029	45.04	58.55	3.80	4.94

1 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	51.71	67.20	2.64	3.43
April 1, 2025	52.87	68.73	2.80	3.64
April 1, 2026	54.06	70.28	3.02	3.93
April 1, 2027	55.28	71.86	3.26	4.24

April 1, 2028	56.52	73.48	3.52	4.58
April 1, 2029	57.79	75.13	3.80	4.94

1½ Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	80.33	104.43	2.64	3.43
April 1, 2025	82.14	106.78	2.80	3.64
April 1, 2026	83.99	109.19	3.02	3.93
April 1, 2027	85.88	111.64	3.26	4.24
April 1, 2028	87.81	114.15	3.52	4.58
April 1, 2029	89.79	116.73	3.80	4.94

2 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	114.64	149.04	2.64	3.43
April 1, 2025	117.22	152.39	2.80	3.64
April 1, 2026	119.86	155.82	3.02	3.93
April 1, 2027	122.56	159.33	3.26	4.24
April 1, 2028	125.32	162.92	3.52	4.58
April 1, 2029	128.14	166.58	3.80	4.94

3 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	194.71	253.12	2.64	3.43
April 1, 2025	199.09	258.82	2.80	3.64
April 1, 2026	203.57	264.64	3.02	3.93
April 1, 2027	208.15	270.60	3.26	4.24
April 1, 2028	212.83	276.68	3.52	4.58
April 1, 2029	217.62	282.91	3.80	4.94

4 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	309.04	401.74	2.64	3.43
April 1, 2025	315.99	410.79	2.80	3.64
April 1, 2026	323.10	420.03	3.02	3.93
April 1, 2027	330.37	429.48	3.26	4.24
April 1, 2028	337.80	439.14	3.52	4.58
April 1, 2029	345.40	449.02	3.80	4.94

6 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	595.00	773.50	2.64	3.43
April 1, 2025	608.39	790.91	2.80	3.64
April 1, 2026	622.08	808.70	3.02	3.93
April 1, 2027	636.08	826.90	3.26	4.24
April 1, 2028	650.39	845.51	3.52	4.58
April 1, 2029	665.02	864.53	3.80	4.94

(b) A surcharge rate is established for each user which discharges wastewater into the city treatment works which contains excess strength biochemical oxygen demand (BOD) and total suspended solids (TSS). Excess strength BOD and TSS are defined as wastewater with a BOD concentration in excess of 2.5 lb./1,000 gallons or a TSS concentration in excess of 2.5 lb./1,000 gallons. Surcharges for BOD and TSS shall be paid at the rates established in Rate Table II, and shall be paid in addition to the normally established rates listed in Rate Table I. The charges shall become effective on the dates listed in the table and shall be applicable through the subsequent year. The rate effective on April 1, 2025 shall be effective thereafter until changed.

RATE TABLE II

Effective Date	BOD Surcharge Rate	SS Surcharge Rate

	Per Pound		Per Pound	
	In City	Out of City	In City	Out of City
Present Rate	1.11	1.45	0.68	0.88
April 1, 2025	1.13	1.48	0.69	0.89
April 1, 2026	1.15	1.50	0.70	0.91
April 1, 2027	1.17	1.53	0.71	0.92
April 1, 2028	1.19	1.55	0.72	0.93
April 1, 2029	1.21	1.58	0.73	0.94

(c) An industrial pretreatment fee shall be charged to each permitted industrial user that is being monitored by city personnel. The fee shall consist of a monthly charge and become effective on the dates listed in Rate Table III, and shall be paid in addition to the established rates in Rate Table l and Rate Table ll. The rate effective on April 1, 2025, shall be effective thereafter until changed.

RATE TABLE III

Effective Date	Pretreatment Charge Per Month
Present Rate	------
April 1, 2025	150.00
April 1, 2026	156.00
April 1, 2027	162.24
April 1, 2028	168.73
April 1, 2029	175.48

(d) In addition to any fee or surcharge described hereinabove, any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or sludge from the city's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost or operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel and approved by the city council.

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

_____

ATTEST: Keenan T. Cortez, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2024-295

MEETING DATE:
November 18, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Request for the abatement of the ad valorem taxes on improvements made to real property located at 401-411 S. Virginia Ave.

BACKGROUND:
The attached Council Bill states that the City Council has previously reviewed the redevelopment plan for the rehabilitation of the Holcraft-Stults Building located at 401-411 S. Virginia Ave. and the Council is currently approving the abatement of the increase in the ad valorem taxes. The proposed redevelopment project was recommended for approval by the Joplin Redevelopment Corporation at their meeting on November 14, 2023. The JRC is a corporation authorized by Chapter 353 of the Missouri State Statutes which has the authority to abate property (ad valorem) taxes in designated "blighted" areas to encourage redevelopment and reinvestment opportunities. The city council reviewed the redevelopment plans at their meeting on December 3, 2023. The properties proposed to be redeveloped are in an area that was declared "blighted" by City Council in 2003. The area was reaffirmed by Council as "blighted" due to an expansion of the blighted area in 2007. The previous approved redevelopment plan allows the owners to request a tax abatement on the property conditioned upon their investment and improvements to the property.

Systole Holding Company, LLC (Ryan and Jennifer Longnecker) are the current property owners. They are rehabilitating the existing building located on the property. The rehabilitated building area encompasses 28,900 sq. ft. The proposal includes converting the building into 10-12 new market rate apartments with indoor parking. Savings accrued from the ad-valorem tax abatement will be reinvested into the construction project.

The estimated total project cost is $3.7 million dollars. The Joplin Redevelopment Corporation recommended that 100% of the increase in ad valorem taxes to the real property resulting from the improvements be abated for 10 years and 50% of the increase in ad valorem taxes resulting from the improvements be abated an additional 15 years. The abatement on the real property over the life of the 25-year program is estimated at approximately $1.1 million.

The owners currently pay $3,471.47 in ad-valorem taxes per annum on the property. The current ad-valorem taxes on the properties will continue to be paid by the owners to the county and distributed to the taxing subdivisions. The annual property tax increase after the abatement period is completed is estimated at approximately $69,000.

Approval of the Council Bill will allow the property owners to enter into a property exchange agreement with the Joplin Redevelopment Corporation. After the exchange is complete and the Redevelopment Corporation takes title to the property, the property is eligible for tax abatements. The Redevelopment Corporation will immediately transfer the property back to the property owner with the proposed property tax abatement. The redevelopment plan will become part of the title transfer and recorded which will require the property owners and/or their successors to follow the recorded redevelopment plan to continue to be eligible for the property tax abatement.

PUBLIC COMMENT;
No public comments were submitted or made during the public hearing of the Joplin Redevelopment Corporation meeting.

FUNDING SOURCE
N.A.

RECOMMENDATION:
Staff recommends approval of Council Bill No. 2024-295

ATTACHMENTS
Council Bill No. 2024-295, Abatement Application/Redevelopment Plan (Exhibit A), Legal Description (Exhibit B)

COUNCIL BILL NO. 2024-295 ORDINANCE NO.

AN ORDINANCE approving the Redevelopment Plans for property known as the Hollcroft and Stults Building located at 401-411 South Virginia Avenue; by Systole Holding Company, LLC in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to property located at 401-411 South Virginia Avenue, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2025 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2035 ; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney.

WHEREAS, after having a public hearing upon the same on August 6th, 2007 the City of Joplin declared certain real estate described therein and described herein as "blighted" within the meaning of the provisions of Chapter 353 of the Revised Statutes of the State of Missouri due to the lack of adequate infrastructure and obsolescence such that the tract described therein and herein has become an economic liability and that such conditions are conducive to the inability of the property to generate reasonable taxes; and,

WHEREAS, pursuant to the provision of Chapter 353 of the Revised Statues of the State of Missouri, the Joplin Redevelopment Corporation, Inc., has approved the Redevelopment Plan for the Hollcroft and Stults Building and recommended the granting of the tax abatements as described herein, at its meeting on the 14th day of November 2023 and,

WHEREAS, pursuant to the provisions of Section 353.110, the City of Joplin provided the taxing authorities affected by such redevelopment property, Notice of public hearing to be held before the Council of the City of Joplin concerning the granting of tax abatements for such project; and,

WHEREAS, after having held a public hearing upon this same date as required by Section 353.110.3.2, the Council desires to approve the Redevelopment Plan as described herein, approve the documents necessary to develop the property as described herein, and, approve the tax abatement as described herein.

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

Section 1. That the Hollcroft and Stults Building redevelopment plans approved by the Joplin Redevelopment Corporation, Inc., on November 14, 2023; a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is, hereby approved.

Section 2. That having held a Public Hearing upon the same after appropriate Notice, the Council does hereby grant a tax abatement of the ad valorem real property taxes for the improvements upon the property known as the Hollcroft and Stults Building, located at 401-411 S. Virginia South Avenue, a more particular description being attached hereto as Exhibit B to the redevelopment plan, hereinafter referred to as "the Property", in the amount of one hundred percent (100%) commencing January 1, 2025, and continuing to and ending after December 31, 2033, and in accordance with said Redevelopment Plan, does hereby approve the granting of tax abatement in the amount of fifty percent (50%) of the ad valorem real property taxes on the improvements to "the Property" for fifteen (15) years, commencing January 1, 2034 and ending after December 31, 2048 conditioned upon the compliance with the Redevelopment Plan as approved herein. That this Section 2 shall not be become effective until such time as the Joplin Redevelopment Corporation, Inc., shall become the owner of "the Property".

Section 3. That in the event of the sale or other disposition of any real property by the Joplin Redevelopment Corporation, Inc., its successors or assigns, by reason of the foreclosure of any mortgage or other lien, through insolvency or bankruptcy proceedings, or by order of any court of competent jurisdiction, or by voluntary transfer or conveyance, the partial tax relief provided for in Section 2 in the Ordinance shall inure to the benefit of any purchaser or transferee of such real property or any interest therein, so long as such purchaser or transferee shall continue to use, operate, and maintain such real property in accordance with the provisions of the Redevelopment Plan.

Section 4. That the City Manager is hereby authorized to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 5. This Council Bill shall become effective December 3, 2024

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___day of _____, 2024, by a____vote.

ATTEST: _____ Keenan T. Cortez, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter Edwards, City Attorney

EXHIBIT A

Chapter 353
Property Tax Abatement Applications



212 South Joplin Avenue, Suite 3
Joplin, Missouri
(417) 849-1605

City Council of Joplin Missouri
November 18, 2024

Chapter 353 Application previously approved by Joplin Redevelopment Corporation

IMPACT OF PLANNED REDEVELOPMENT
BY SYSTOLE HOLDING COMPANY, LLC

The rehabilitation of the historic Holcroft Livery and Stults Automotive Buildings will encourage the redevelopment of the blighted Joplin Downtown and bring economic benefits to the entire city. The owners, Ryan and Jennifer Longnecker, plan to convert these buildings into upscale market rate residences with indoor parking. It is anticipated this "sustainable redevelopment" will bring jobs and 12 new single-family residences to downtown. These residents, along with supporting service workers, will bring new life to these vacant buildings. This historic rehabilitation will dramatically improve the conditions of the surrounding neighborhood and increase property values.

353 Tax Abatement is one of the key elements of the owners' overall development strategy which includes Historic Tax Credits. In today's uncertain financial times and continuing high interest rates, property tax abatement adds inherent value to the property from a lending bank's perspective. The property tax abatement was a key factor in the lending banks' consideration of this project. Property tax abatement increases the likelihood of a project's success by reducing operating costs and required lease rates. Tax abatement was incorporated into the economic operating projections supplied to the lending bank to illustrate the project's viability. The rehabilitation of these historic buildings will return vacant and underutilized buildings back to productive service, while ensuring the properties will not further deteriorate. Rehabilitation keeps buildings from becoming public safety hazards and public burdens. The renovation of these downtown landmark buildings would be cost prohibitive without the aid of the 353 Redevelopment Program as shown in the attached Project Proformas.

The Longnecker's request the City of Joplin approve the use of this property tax abatement and redevelopment tool provided by Missouri State Statute 353 to help assure the success of this project. This approval will not result in the loss of any current property tax revenues and will lead to increased property tax revenue in the future, while improving the value of these properties and those surrounding them.

1. ***Address and legal description:*** (full legal description to be provided separately)
    a. The Hollcroft and Stults Buildings, 401-411 S. Virginia Avenue

        All of Lots Numbered Eighty-five (85), Eighty-six (86), and Eighty-seven (87) in Porter's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

2. ***Project description:*** See views of the existing buildings below. Also included is a brief description of the scope of the projects and the redevelopment team.




LEFT TURN
YIELD
ON GREEN
S VIRGINIA


1914





Hollcroft and Stults Buildings at 401 S. Virginia

Owner: Systole Holding Company, LLC: Jennifer and Ryan Longnecker
Project size: 28,900 square feet, 10 residential units with off street parking.
Budgeted Cost: $3,686,922
Current Assessment: $3,471.47
Additional Property Tax Revenue over 25 years if approved: $334,732.96
Annual Property Tax Increase after Abatement period: $68,667.38
See Appendix A

The redevelopment team for each project will be:

a) the owners: Ryan and Jennifer Longnecker
b) the developer: Commons Based, LLC,
c) the general contractor: Neal Group Construction, LLC,
d) the historic consultants: Heritage Consulting Group, LLC
e) the architects: Hunter & Millard Architects.

The owners will rehabilitate the buildings according to the Department of Interiors Rehabilitation guidelines which will help to ensure these 100 plus year-old parts of Joplin's historic and cultural fabric have better next centuries. The historic architectural elements of each structure will be retained while each receives complete new mechanical, electric, and

plumbing systems. This redevelopments, in the heart of downtown Joplin, will offer lease spaces equipped for the needs of modern residences with historical class. The historic materials will be reused to continue serving our community. As Carl Elephante said, “the greenest building is usually the one already built,” because the resources needed for its creation have already been incorporated into the structures. The buildings will also feature LED lighting, high efficiency heating, cooling and ventilation systems, low use water systems, and where appropriate new traction elevators.

3. Property currently in the control of the applicant: The properties are currently owned and controlled by the listed owner and represented by the applying developer.

4. Project nature: Market Rate Residential

5. Relocation of commercial facilities: Final lease-up tenants are unknown. It is probable that some tenants will be relocated from other locations in the area. The residential tenants will bring new vigor to downtown, and their presence will drive the creation of new businesses and services to provide for them. The Redevelopment Corporation’s benefits are particularly important to this project because tax abatement lowers the cost of operating the building, which makes possible lower per square foot lease rates designed to attract tenants and employers to the city’s blighted areas. Additionally, these substantial rehabilitations will increase surrounding property values and demonstrate the viability of “historic green” rehabilitations.

6. Project budget:

Hollcroft and Stults Buildings at 401 S. Virginia: $3,686,922

7. Possible tenants with an expressed interest in the building include:

There is currently a confidential list of over 20 strongly interested tenants

8. Job generation projections: The project is anticipated to create 3 full time job equivalents, a sales and HOA coordinator, a maintenance personnel, and cleaners within 24 months of lease date:

9. Any units rented will not be low to moderate income.

10.Project folder, including owner, existing and future use of property, photographs of the existing facility and drawings of renovation plans, plot plans, parking, etc., current ad valorem taxes on the property, reassessment document to support value after investment. See information above, table below and appendices.

Property Name	2022 Property Tax	Appraised 2022 Value	"As Complete" Future Value	Estimated Post Abatement Tax	Abatement Start Year
Hollcroft & Stults Buildings	$ 3,471.47	$ 193,062.50	$ 4,011,922.00	$ 72,138.85	**2025**

11. Appraisal and Property Purchase Contracts: Available upon request.

Prepared by: Jeff Neal, Commons Based, LLC, (417) 849 -1605
212 S. Joplin Avenue, Suite 3, Joplin, MO 64801

NOTE: The Columbia Building at 418/420 S. Main underwent 353 Property Tax Abatement in 2008. At that time the building had an appraised value of $73,875 and paid $1,087.24 yearly in property taxes.

In 2019, the county appraises the value of the building at $514,293 (7 times the previous value).

This does not take into account the increased property values of the surrounding buildings or the avoided costs of demolition if city/county dollars had been spent to tear the building down.

Appendix A

Hollcroft & Stults Buildings Rehabilitation

Tax Impact Statement

3 Year Operating Proforma

Jasper County 2022 Real Estate Tax Receipt

Tax Impact Statement — Hollcroft & Stults Buildings Rehabilitation Project

Estimate of 353 Redevelopment Corporation Impact on Local Taxes

Tax Levy by district:	Levy 2023 (per $100)	2022 Assessed Value	2022 Tax	Estimated Fair Market Value after Development	Estimated Assessed Value 2024 after development	Annual Estimated Taxes if developed without Abatement	Annual Taxes on Improvements Abated during first 10 years (2024-2033)	Annual Taxes with Improvements Abated 50% during 2nd 15 years (2034-2048)	Total Taxes Abated through 25 years if 353 Redevelopment occurs
State	0.03	$ 61,780.00	$ 18.53	$ 4,011,922.00	$ 1,283,815.04	$ 385.14	$ 366.61	$ 183.31	$ 6,415.75
County	0.0961	$ 61,780.00	$ 59.37	$ 4,011,922.00	$ 1,283,815.04	$ 1,233.75	$ 1,174.38	$ 587.19	$ 20,551.58
Special Road Dist	0.0845	$ 61,780.00	$ 52.20	$ 4,011,922.00	$ 1,283,815.04	$ 1,084.82	$ 1,032.62	$ 516.31	$ 18,070.91
Mental Health	0.0845	$ 61,780.00	$ 52.20	$ 4,011,922.00	$ 1,283,815.04	$ 1,084.82	$ 1,032.62	$ 516.31	$ 18,070.91
R8 School	3.66	$ 61,780.00	$ 2,261.15	$ 4,011,922.00	$ 1,283,815.04	$ 46,987.63	$ 44,726.48	$ 22,363.24	$ 782,713.41
Joplin Ordinance	0.2235	$ 61,780.00	$ 138.08	$ 4,011,922.00	$ 1,283,815.04	$ 2,869.33	$ 2,731.25	$ 1,365.62	$ 47,796.82
City of Joplin	0.4205	$ 61,780.00	$ 259.78	$ 4,011,922.00	$ 1,283,815.04	$ 5,398.44	$ 5,138.66	$ 2,569.33	$ 89,926.59
Surtax	1.02	$ 61,780.00	$ 630.16	$ 4,011,922.00	$ 1,283,815.04	$ 13,094.91	$ 12,464.75	$ 6,232.38	$ 218,133.18
TOTAL Annual	5.6191		**$ 3,471.47**				$ 68,667.38	$ 28,101.31	$ 983,545.98
					Taxes abated over 10 yrs		$ 686,673.81		
					Taxes abated over 2nd 15 yrs			$ 421,519.71	
					Taxes abated over 25 yrs				$ 1,108,193.52

25 year Scenarios:

1. Property tax revenue if no abatement and no redevelopment occurs and assessed value constant x 25 years.	$ 86,786.75
2. Property tax revenue if abatement allowed and redevelopment occurs.	$ 421,519.71
Increased Property Tax Revenue Due to Development over 25 years:	**$ 334,732.96**
Yearly Property Taxes after Abatement Ends:	$ 72,138.85
2022 Property Tax:	$ 3,471.47
Annual Property Tax Increase after Abatement:	**$ 68,667.38**

Note: For simplicity, tax percentages and assessed values are held constant, actual numbers will go up over the 25 year abatement period.

Hollcroft & Stults Proforma (401-411 S. Virginia) with 353 Property Tax Abatement

Occupancy Percentage	EXPECTED CASHFLOW PROJECTION FOR Hollcroft & Stults Rehabilitation YEAR 1				28900 Square feet											
		PRE START-UP	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12	TOTAL	
90%	Systole Holding Company, LLC															
Rental Rate	1.CASH ON HAND (BEGINNING OF MONTH)	70000	21750	18133	14515	10898	7281	3664	46	-3571	-7188	-10805	-8881	-6957	-5032	
$ 3,200.00	Eight 3 bedroom apartments		23040	23040	23040	23040	23040	23040	23040	23040	23040	23040	23040	23040	276480	
$ 875.00	Two 1 bedroom apartments		1575	1575	1575	1575	1575	1575	1575	1575	1575	1575	1575	1575	18900	
Project Cost	STATE HISTORIC TAX CREDITS @ 92% of value										805592					
$ 3,686,922.00	TOTAL CASH RECEIPTS	0	24615	24615	24615	24615	24615	24615	24615	24615	830207	24615	24615	24615	1100972	
Loan	TOTAL CASH AVAILABLE	70000	46365	42748	39130	35513	31896	28279	24661	21044	823019	13810	15734	17658		
$ 2,881,329.54 Cash Investment																
$ 805,592.46	CASH PAID OUT															
	(A) PURCHASES (FF&E, appliances)	43800	50	50	50	50	50	50	50	50	50	50	50	50	600	
	(B) GROSS WAGES (agent & maintenance)		2286	2286	2286	2286	2286	2286	2286	2286	2286	2286	2286	2286	27433	
	(C) PAYROLL EXPENSES(TAXES, ETC.)	0	297	297	297	297	297	297	297	297	297	297	297	297	3566	
	(D) OUTSIDE SERVICES (cleaning, pest, inspections)		1554	1554	1554	1554	1554	1554	1554	1554	1554	1554	1554	1554	18653	
	(E) MISCELLANEOUS (SUPPLIES, ETC)		22	22	22	22	22	22	22	22	22	22	22	22	268	
	(F) REPAIRS & MAINTENANCE		72	72	72	72	72	72	72	72	72	72	72	72	864	
	(G) ADVERTISING	4450	250	250	250	250	250	250	250	250	250	250	250	250	7450	
$ 3,471.47	(H) PROPERTY TAXES		289	289	289	289	289	289	289	289	289	289	289	289	3471	
	(I) ACCOUNTING & LEGAL		119	119	119	119	119	119	119	119	119	119	119	119	1427	
	(J) EXTERIOR COMMON AREA MAINTENANCE		180	180	180	180	180	180	180	180	180	180	180	180	2160	
	(K) TELEPHONE (FIRE CONTROL LINES)		95	95	95	95	95	95	95	95	95	95	95	95	1137	
	(L) ELECTRICITY (HOUSE METER)		867	867	867	867	867	867	867	867	867	867	867	867	10404	
	(M) INSURANCE (PROPERTY)		1551	1551	1551	1551	1551	1551	1551	1551	1551	1551	1551	1551	18617	
	(N) INTEREST		13206	13176	13145	13115	13084	13053	13022	12991	12960	9514	9492	9470	146228	
	(O) SEWAGE		105	105	105	105	105	105	105	105	105	105	105	105	1255	
	(P) WATER		421	421	421	421	421	421	421	421	421	421	421	421	5052	
	(Q) TRASH COLLECTION/SANATATION		253	253	253	253	253	253	253	253	253	253	253	253	3035	
	SUBTOTAL	48250	21618	21588	21557	21527	21496	21465	21434	21403	21372	17926	17904	17882	251621	
	LOAN PRINCIPAL PAYMENT		$ 6,614.21	$ 6,644.52	$ 6,674.98	$ 6,705.57	$ 6,736.30	$ 6,767.18	$ 6,798.19	$ 6,829.35	$ 812,453.11	$ 4,764.94	$ 4,786.78	$ 4,808.72	880584	
	RESERVE OR ESCROW	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	OTHER START-UP COSTS		0	0	0	0	0	0	0	0	0	0	0	0	0	
	OWNER'S WITHDRAWAL		0	0	0	0	0	0	0	0	0	0	0	0	0	
	TOTAL CASH PAID OUT	48250	28232	28232	28232	28232	28232	28232	28232	28232	833825	22691	22691	22691	1132205	
	CASH POSITION (END OF MONTH)	21750	18133	14515	10898	7281	3664	46	-3571	-7188	-10805	-8881	-6957	-5032	CASH	
	NET GAIN OR LOSS PER MONTH		**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ (3,617.27)**	**$ 1,924.30**	**$ 1,924.30**	**$ 1,924.30**	**$ (26,782.48)**	
$ 68,667.38	ADDITIONAL PROPERTY TAX IF NOT ABATED		5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	68667	
	NET GAIN OR LOSS P/M WITHOUT ABATEMENT		**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (9,339.55)**	**$ (3,797.98)**	**$ (3,797.98)**	**$ (3,797.98)**	**$ (95,449.86)**	

Hollcroft & Stults Proforma (401-411 S. Virginia) with 353 Property Tax Abatement

Rent Increase	**EXPECTED CASHFLOW PROJECTION FOR Hollcroft & Stults Rehabilitation** **YEAR 2**	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12	TOTAL
5.00%	Systole Holding Company, LLC													
	1.CASH ON HAND (BEGINNING OF MONTH)	-5032	-2298	436	3171	5905	8640	11374	14109	16843	19578	22312	25047	27781
$ 3,360.00	Eight 3 bedroom apartments	24192	24192	24192	24192	24192	24192	24192	24192	24192	24192	24192	24192	290304
$ 918.75	Two 1 bedroom apartments	1654	1654	1654	1654	1654	1654	1654	1654	1654	1654	1654	1654	19845
	TOTAL CASH RECEIPTS	25846	25846	25846	25846	25846	25846	25846	25846	25846	25846	25846	25846	310149
	TOTAL CASH AVAILABLE	20813	23548	26282	29017	31751	34486	37220	39954	42689	45423	48158	50892	
	INFLATION ASSUMED AT ANNUAL RATE OF	5.0%	multiplier	1.050										
	CASH PAID OUT													
	(A) PURCHASES (common space furnishings)	53	53	53	53	53	53	53	53	53	53	53	53	630
	(B) GROSS WAGES	2400	2400	2400	2400	2400	2400	2400	2400	2400	2400	2400	2400	28805
	(C) PAYROLL EXPENSES(TAXES, ETC.)	312	312	312	312	312	312	312	312	312	312	312	312	3745
	(D) OUTSIDE SERVICES (cleaning, pest, inspections)	1632	1632	1632	1632	1632	1632	1632	1632	1632	1632	1632	1632	19585
	(E) SUPPLIES (OFFICE AND OPERATING)	23	23	23	23	23	23	23	23	23	23	23	23	281
	(F) REPAIRS & MAINTENANCE	76	76	76	76	76	76	76	76	76	76	76	76	907
	(G) ADVERTISING	263	263	263	263	263	263	263	263	263	263	263	263	3150
	(H) PROPERTY TAXES	304	304	304	304	304	304	304	304	304	304	304	304	3645
	(I) ACCOUNTING & LEGAL	125	125	125	125	125	125	125	125	125	125	125	125	1499
	(J) EXTERIOR COMMON AREA MAINTENANCE	189	189	189	189	189	189	189	189	189	189	189	189	2268
	(K) TELEPHONE (FIRE CONTROL LINES)	99	99	99	99	99	99	99	99	99	99	99	99	1194
	(L) ELECTRICITY	910	910	910	910	910	910	910	910	910	910	910	910	10924
	(M) INSURANCE	1629	1629	1629	1629	1629	1629	1629	1629	1629	1629	1629	1629	19547
	(N) INTEREST	9448	9426	9404	9381	9359	9336	9314	9291	9268	9245	9222	9199	111892
	(O) SEWAGE	110	110	110	110	110	110	110	110	110	110	110	110	1318
	(P) WATER	442	442	442	442	442	442	442	442	442	442	442	442	5305
	(Q) TRASH COLLECTION/SANATATION	266	266	266	266	266	266	266	266	266	266	266	266	3187
	SUBTOTAL	18281	18258	18236	18214	18191	18169	18146	18123	18101	18078	18055	18031	217883
	LOAN PRINCIPAL PAYMENT	4831	4853	4875	4897	4920	4942	4965	4988	5011	5034	5057	5080	59453
	RESERVE OR ESCROW	0	0	0	0	0	0	0	0	0	0	0	0	0
	OTHER START-UP COSTS	0	0	0	0	0	0	0	0	0	0	0	0	0
	OWNER'S WITHDRAWAL	0	0	0	0	0	0	0	0	0	0	0	0	0
		0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL CASH PAID OUT	23111	23111	23111	23111	23111	23111	23111	23111	23111	23111	23111	23111	277336
	CASH POSITION (END OF MONTH)	-2298	436	3171	5905	8640	11374	14109	16843	19578	22312	25047	27781	CASH
	NET GAIN OR LOSS PER MONTH	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**2734**	**32813**
	ADDITIONAL PROPERTY TAX IF NOT ABATED	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	68667
	NET GAIN OR LOSS P/M WITHOUT ABATEMENT	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (2,987.83)**	**$ (35,853.93)**

Hollcroft & Stults Proforma (401-411 S. Virginia) with 353 Property Tax Abatement

Rent Increase		EXPECTED CASHFLOW PROJECTION FOR Hollcroft & Stults Rehabilitation YEAR 3	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	
	5.00%	Systole Holding Company, LLC	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
		1.CASH ON HAND (BEGINNING OF MONTH)	27781	31366	34951	38536	42121	45707	49292	52877	56462	60047	63632	67217	70802
$	3,528.00	Eight 3 bedroom apartments	25402	25402	25402	25402	25402	25402	25402	25402	25402	25402	25402	25402	304819
$	964.69	Two 1 bedroom apartments	1736	1736	1736	1736	1736	1736	1736	1736	1736	1736	1736	1736	20837
		TOTAL CASH RECEIPTS	27138	27138	27138	27138	27138	27138	27138	27138	27138	27138	27138	27138	325656
		TOTAL CASH AVAILABLE	54919	58504	62089	65674	69259	72845	76430	80015	83600	87185	90770	94355	
		INFLATION ASSUMED AT ANNUAL RATE OF	5.0%	1.050											
		CASH PAID OUT													
		(A) PURCHASES (common space furnishings)	55	55	55	55	55	55	55	55	55	55	55	55	662
		(B) GROSS WAGES	2520	2520	2520	2520	2520	2520	2520	2520	2520	2520	2520	2520	30245
		(C) PAYROLL EXPENSES(TAXES, ETC.)	328	328	328	328	328	328	328	328	328	328	328	328	3932
		(D) OUTSIDE SERVICES (cleaning, pest, inspections)	1714	1714	1714	1714	1714	1714	1714	1714	1714	1714	1714	1714	20565
		(E) SUPPLIES (OFFICE AND OPERATING)	25	25	25	25	25	25	25	25	25	25	25	25	295
		(F) REPAIRS & MAINTENANCE	79	79	79	79	79	79	79	79	79	79	79	79	953
		(G) ADVERTISING	276	276	276	276	276	276	276	276	276	276	276	276	3308
		(H) PROPERTY TAXES	319	319	319	319	319	319	319	319	319	319	319	319	3827
		(I) ACCOUNTING & LEGAL	131	131	131	131	131	131	131	131	131	131	131	131	1573
		(J) EXTERIOR COMMON AREA MAINTENANCE	198	198	198	198	198	198	198	198	198	198	198	198	2381
		(K) TELEPHONE (FIRE CONTROL LINES)	104	104	104	104	104	104	104	104	104	104	104	104	1254
		(L) ELECTRICITY	956	956	956	956	956	956	956	956	956	956	956	956	11470
		(M) INSURANCE	1710	1710	1710	1710	1710	1710	1710	1710	1710	1710	1710	1710	20525
		(N) INTEREST	9175	9152	9129	9105	9081	9057	9034	9009	8985	8961	8937	8912	108538
		(O) SEWAGE	115	115	115	115	115	115	115	115	115	115	115	115	1384
		(P) WATER	464	464	464	464	464	464	464	464	464	464	464	464	5570
		(Q) TRASH COLLECTION/SANATATION	279	279	279	279	279	279	279	279	279	279	279	279	3346
		SUBTOTAL	18450	18426	18403	18379	18355	18332	18308	18284	18260	18235	18211	18186	219829
		LOAN PRINCIPAL PAYMENT	5103	5127	5150	5174	5197	5221	5245	5269	5293	5318	5342	5367	62807
		RESERVE OR ESCROW		0	0	0	0	0	0	0	0	0	0	0	0
		OTHER START-UP COSTS	0	0	0	0	0	0	0	0	0	0	0	0	0
		OWNER'S WITHDRAWAL	0	0	0	0	0	0	0	0	0	0	0	0	0
			0	0	0	0	0	0	0	0	0	0	0	0	0
		TOTAL CASH PAID OUT	23553	23553	23553	23553	23553	23553	23553	23553	23553	23553	23553	23553	282635
		CASH POSITION (END OF MONTH)	31366	34951	38536	42121	45707	49292	52877	56462	60047	63632	67217	70802	CASH
		NET GAIN OR LOSS PER MONTH	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**3585**	**43021**
		ADDITIONAL PROPERTY TAX IF NOT ABATED	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	5722	68667
		NET GAIN OR LOSS P/M WITHOUT ABATEMENT	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (2,137.17)**	**$ (25,646.02)**



JASPER COUNTY TAX RECEIPT
2022 REAL ESTATE

Steven E. McIntosh, Collector

Two Office Locations

Carthage Office
Jasper County Courthouse
302 S. Main - Room 107
Carthage, MO 64836

Joplin Office
Jasper County Courts Building
633 S. Pearl
Joplin, MO 64801

SYSTOLE HOLDING CO
3924 ARBOR CT
JOPLIN MO 64804

Mailing Address
Jasper County Collector
P.O. BOX 421
Carthage, MO 64836-0421

CODE NUMBER: 33-11713-0
PARCEL ID#: 19-1.0-02-030-022-002.000
SEC, TWN, RNG: 2-27-33
DELINQ YEARS: NONE
ACRES: 0.41
SITUS ADDRESS:
M-CODE: 0

Property Description

MURPHYSBURG PORTER LOTS 85 TO 87 INC

	Land	Structure	SUBTOTALS
Residential			0
Agricultural			0
Commercial			61,780
TOTAL VALUATION			61,780

Tax District	Levy per $100	Total Tax
STAT	0.0300	18.53
COUN	0.0961	59.37
DDRB	0.0845	52.20
MH	0.0845	52.20
R8	3.6600	2,261.15
JORD	0.2235	138.08
CJOP	0.4205	259.78
SRTX	1.0200	630.16

TAX		3,471.47

Date Printed: 09/19/2023 **3,471.47**

PAID

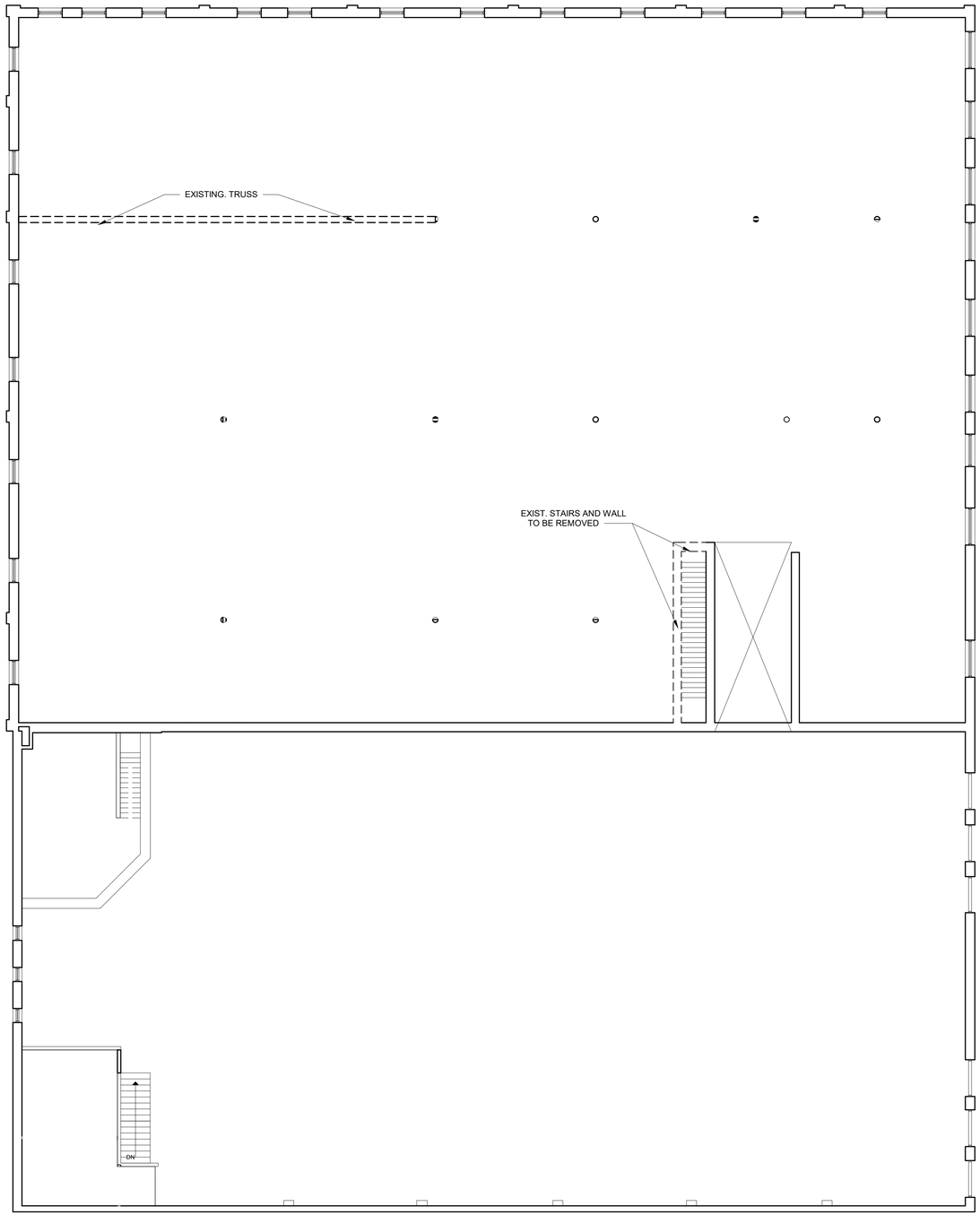
VALIDATED BY
STEVEN E. MCINTOSH - JASPER COUNTY COLLECTOR

DATE: **12/30/2022** AMOUNT PAID: **3,471.47** RECEIPT #: **911882**

REAL ESTATE TAX RECEIPTS CANNOT BE USED TO LICENSE VEHICLES

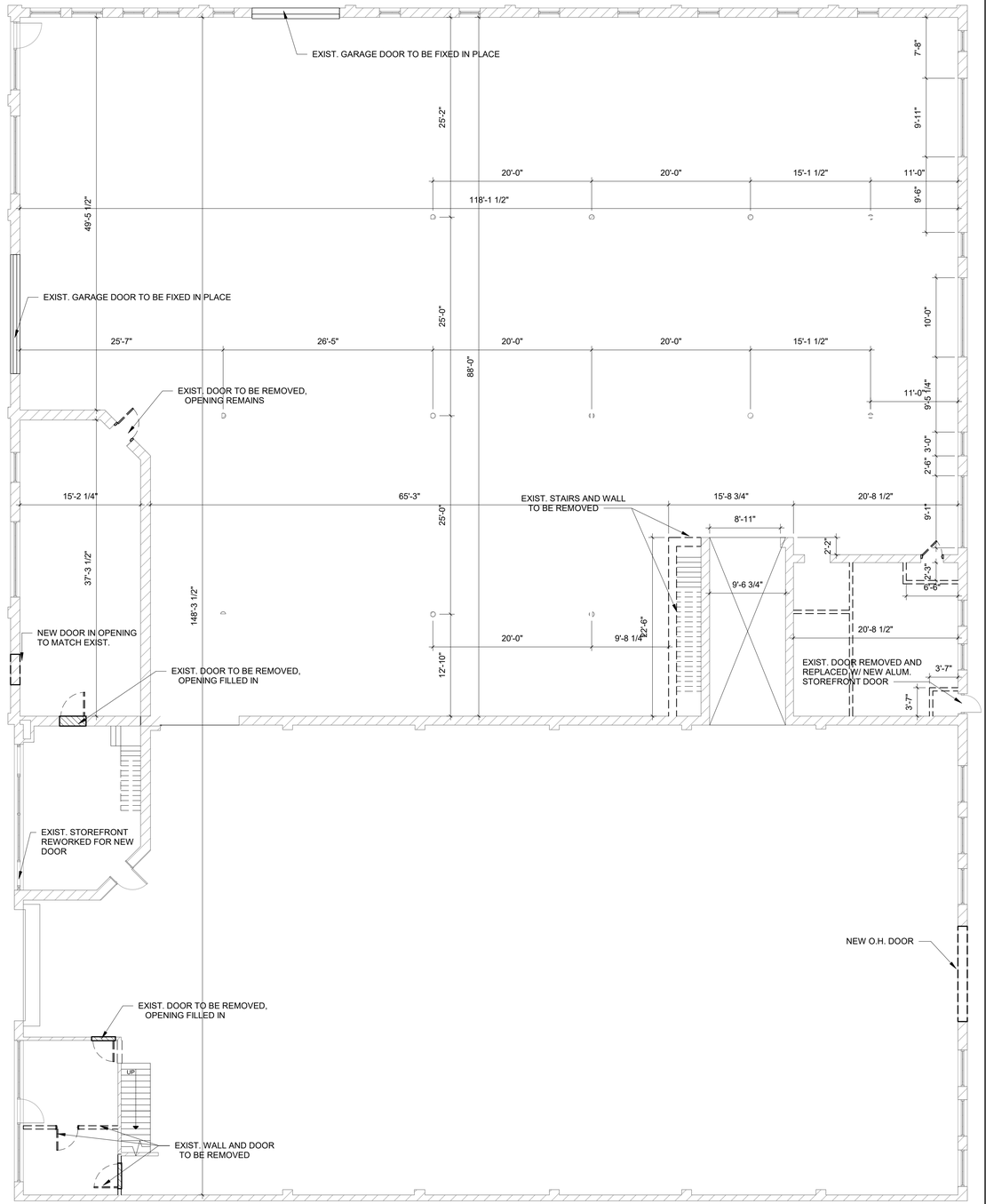
Appendix B

Hollcroft & Stults Buildings Rehabilitation Plans



Exist. / Demo. Plan - Upper Level

SCALE: 1/8" = 1'-0"



Exist. / Demo. Plan - Main Level

SCALE: 1/8" = 1'-0"

HUNTER & MILLARD ARCHITECTS, INC.

1501 S. Main Street
Joplin, MO 64804
417.624.8872
hunterandmillard.com

Missouri Certificate of Authority: A-2008008317

Revisions | By

Renovations for the Longneckers To:

Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By	
Checked By	
Date	6-14-22
Scale	1/8" = 1'-0"
Job Number	2176

Exist. / Demo Plans

D1

Floor Plan Notes

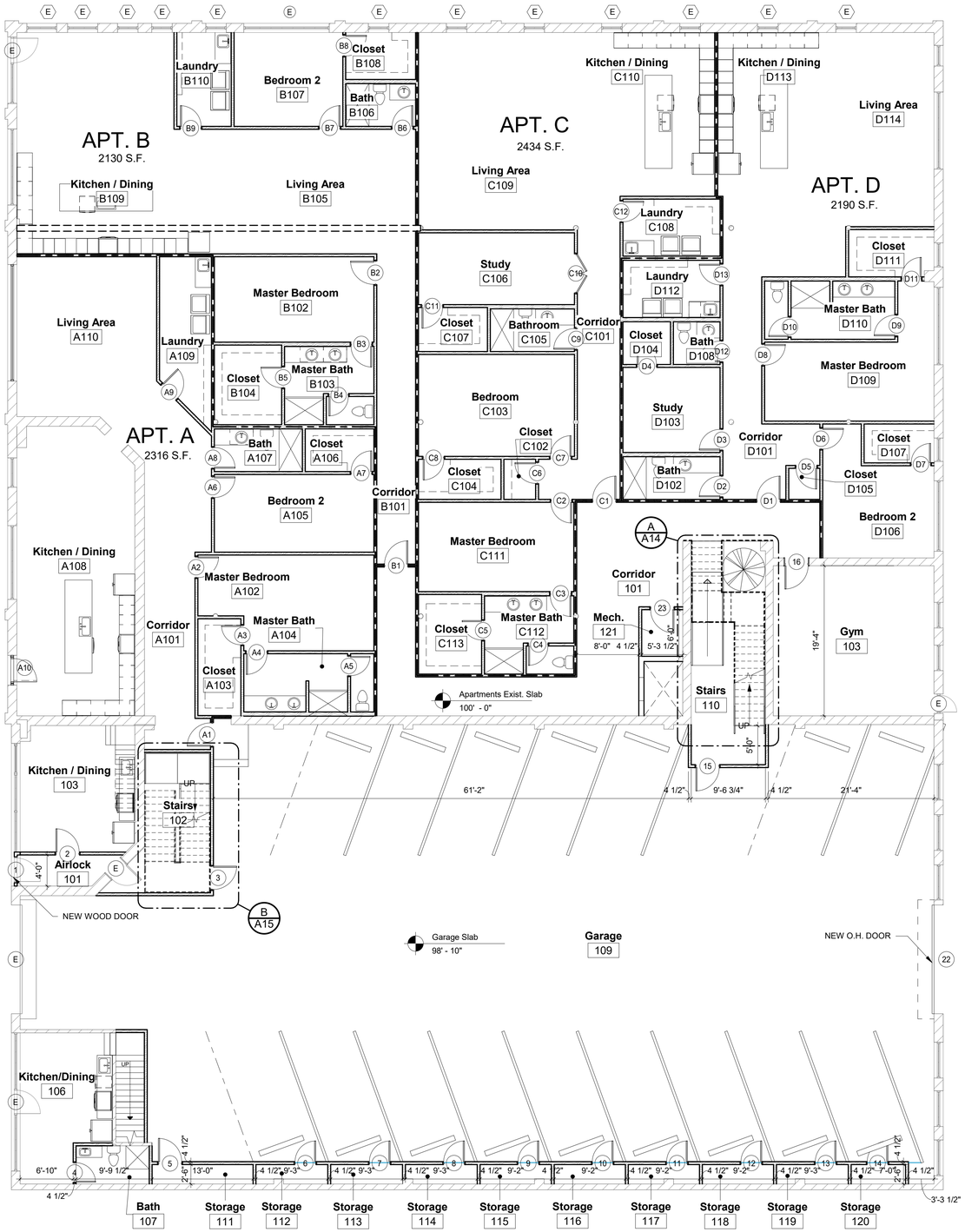
1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
3. SEE ROOM FINISH SCHEDULE/NOTES FOR FINISHES.
4. PROVIDE ADEQUATE BLOCKING IN WALLS FOR TOILET ACCESSORIES, PARTITIONS, SHELVING, MILLWORKS, ETC. VERIFY WITH OWNER OF ANY BLOCKING REQUIREMENTS OF ANY OWNER INSTALLED ITEMS.
5. FURNITURE & WINDOW TREATMENTS ARE NOT IN CONTRACT (N.I.C.) UNLESS OTHERWISE NOTED ON DRAWINGS.
6. MILLWORK CONTRACTOR SHALL FIELD VERIFY FINAL DIMENSIONS.
7. PROVIDE & INSTALL SOUND BATT INSULATION AT ALL INTERIOR WALLS (VERIFY W/ OWNER)
8. SEE PLUMBING, MECHANICAL, & ELECTRICAL SHEETS FOR IN-SLAB REQUIREMENTS.

Floor Plan Legend

- NEW WOOD STUD WALL CONSTRUCTION
- EXISTING WALL TO REMAIN
- EXISTING WALL TO BE REMOVED
- BUILDING SECTION — SECTION LETTER — SHEET SECTION FOUND ON (AA / A7)
- 101 DOOR ASSEMBLY MARK REMOVED
- 101 DOOR ASSEMBLY MARK
- A WINDOW MARK
- SECTION/DETAIL LETTER/NUMBER — SHEET DETAIL FOUND ON (A / A7)
- Office 101 — ROOM NAME / ROOM NUMBER
- ELEVATION MARK 1 — ELEVATION NUMBER — ELEVATION FOUND ON SHEET (A7)
- 1" = 1'-0" SECTION

Floor Plan Abbreviations

(N.I.C.)	NOT IN CONTRACT. FURNISHED AND INSTALLED BY OTHERS.
(TYP.)	TYPICAL
(RR)	RESTROOM
(DEMO)	DEMOLITION, DEMOLISH OR REMOVE
A.F.F.	ABOVE FINISH FLOOR
F.C. GPDW	FIRE CODE GYPSUM DRYWALL
F.E.	FIRE EXTINGUISHER
D.S.	DOWNSPOUT
F.D.	FLOOR DRAIN (SEE PLUMBING PLANS)
T.B.D.	TO BE DETERMINED
S.B.	SOUND BATT INSULATION



Floor Plan - Main Level

SCALE: 1/8" = 1'-0"

NORTH

HUNTER & MILLARD ARCHITECTS, INC.
1501 S. Main Street
Joplin, MO 64804
417.624.8872
hunterandmillard.com
Missouri Certificate of Authority: A-2008008317

Revisions | By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By	
Checked By	
Date	6-14-22
Scale	As indicated
Job Number	2176

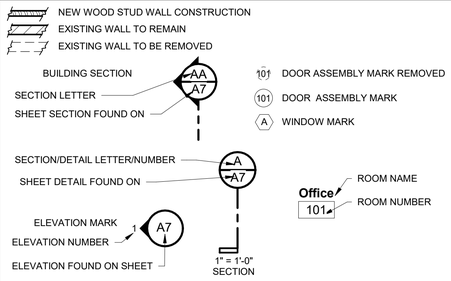
Main Level Floor Plan

A1

Floor Plan Notes

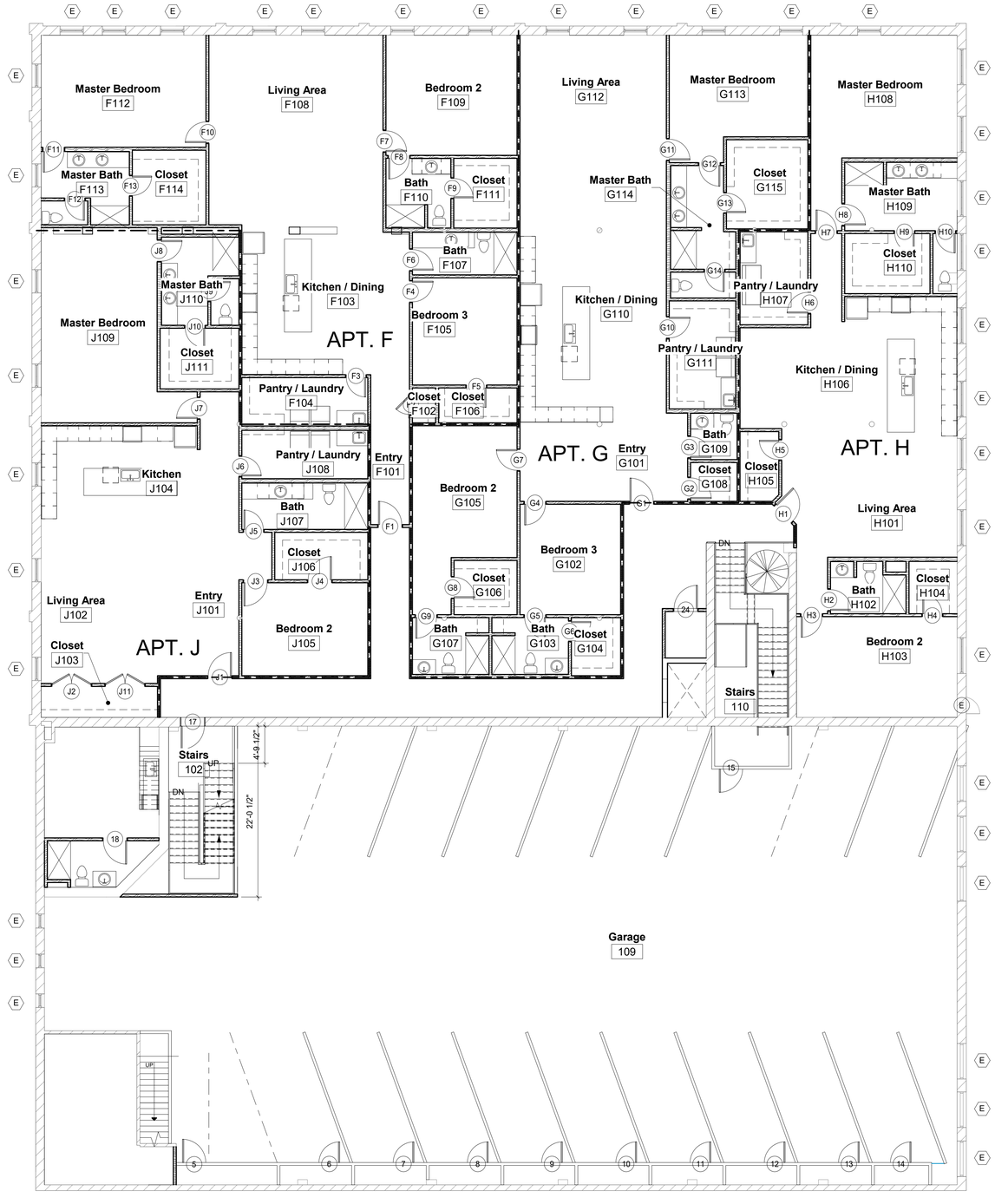
1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
3. SEE ROOM FINISH SCHEDULE/NOTES FOR FINISHES.
4. PROVIDE ADEQUATE BLOCKING IN WALLS FOR TOILET ACCESSORIES, PARTITIONS, SHELVING, MILLWORKS, ETC. VERIFY WITH OWNER OF ANY BLOCKING REQUIREMENTS OF ANY OWNER INSTALLED ITEMS.
5. FURNITURE & WINDOW TREATMENTS ARE NOT IN CONTRACT (N.I.C.) UNLESS OTHERWISE NOTED ON DRAWINGS.
6. MILLWORK CONTRACTOR SHALL FIELD VERIFY FINAL DIMENSIONS.
7. PROVIDE & INSTALL SOUND BATT INSULATION AT ALL INTERIOR WALLS (VERIFY W/ OWNER)
8. SEE PLUMBING, MECHANICAL, & ELECTRICAL SHEETS FOR IN-SLAB REQUIREMENTS.

Floor Plan Legend



Floor Plan Abbreviations

(N.I.C.)	NOT IN CONTRACT. FURNISHED AND INSTALLED BY OTHERS.
(TYP.)	TYPICAL
(RR)	RESTROOM
(DEMO)	DEMOLITION, DEMOLISH OR REMOVE
A.F.F.	ABOVE FINISH FLOOR
F.C. GPDW	FIRE CODE GYPSUM DRYWALL
F.E.	FIRE EXTINGUISHER
D.S.	DOWNSPOUT
F.D.	FLOOR DRAIN (SEE PLUMBING PLANS)
T.B.D.	TO BE DETERMINED
S.B.	SOUND BATT INSULATION



Floor Plan - Upper Level

SCALE: 1/8" = 1'-0"

HUNTER & MILLARD ARCHITECTS, INC.
1501 S. Main Street
Joplin, MO 64804
417.624.8872
hunterandmillard.com
Missouri Certificate of Authority: A-2008008317

Revisions | By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

Drawn By	Author
Checked By	Checker
Date	6-14-22
Scale	As indicated
Job Number	2176

Upper Level Floor Plan

A2



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Drawn By	Author
Checked By	Checker
Date	6-14-22
Scale	1/4" = 1'-0"
Job Number	2176

Enlarged Main Level Floor Plan

A3

Master Bedroom F112
Living Area F108
Bedroom 2 F109
Living Area G112
Master Bedroom G113
Master Bedroom H108
Master Bath F113
Closet F114
Bath F110
Closet F111
Master Bath G114
Closet G115
Master Bath H109
Closet H110
Bath F107
Kitchen / Dining F103
Kitchen / Dining G110
Kitchen / Dining H106
Master Bedroom J109
Master Bath J110
Closet J111
Bedroom 3 F105
Pantry / Laundry G111
Pantry / Laundry H107
KITCHEN
Pantry / Laundry F104
Pantry / Laundry J108
Closet F102
Closet F106
Entry F101
Entry G101
Bath G109
Closet G108
Closet H105
APT. F
APT. G
APT. H
Kitchen J104
Bath J107
Bedroom 2 G105
Bedroom 3 G102
Living Area H101
Closet J106
Closet G106
Closet H104
Bath G107
Bath G103
Closet G104
ELEVATOR LOBBY
Bath H102
Living Area J102
Entry J101
Bedroom 2 J105
Bedroom 2 H103
Closet J103
APT. J
FURNITURE (N.I.C.)
REF.
RANGE
SINK
DW
LIN.
SIM
Floor Plan - Upper Level
SCALE: 1/4" = 1'-0"

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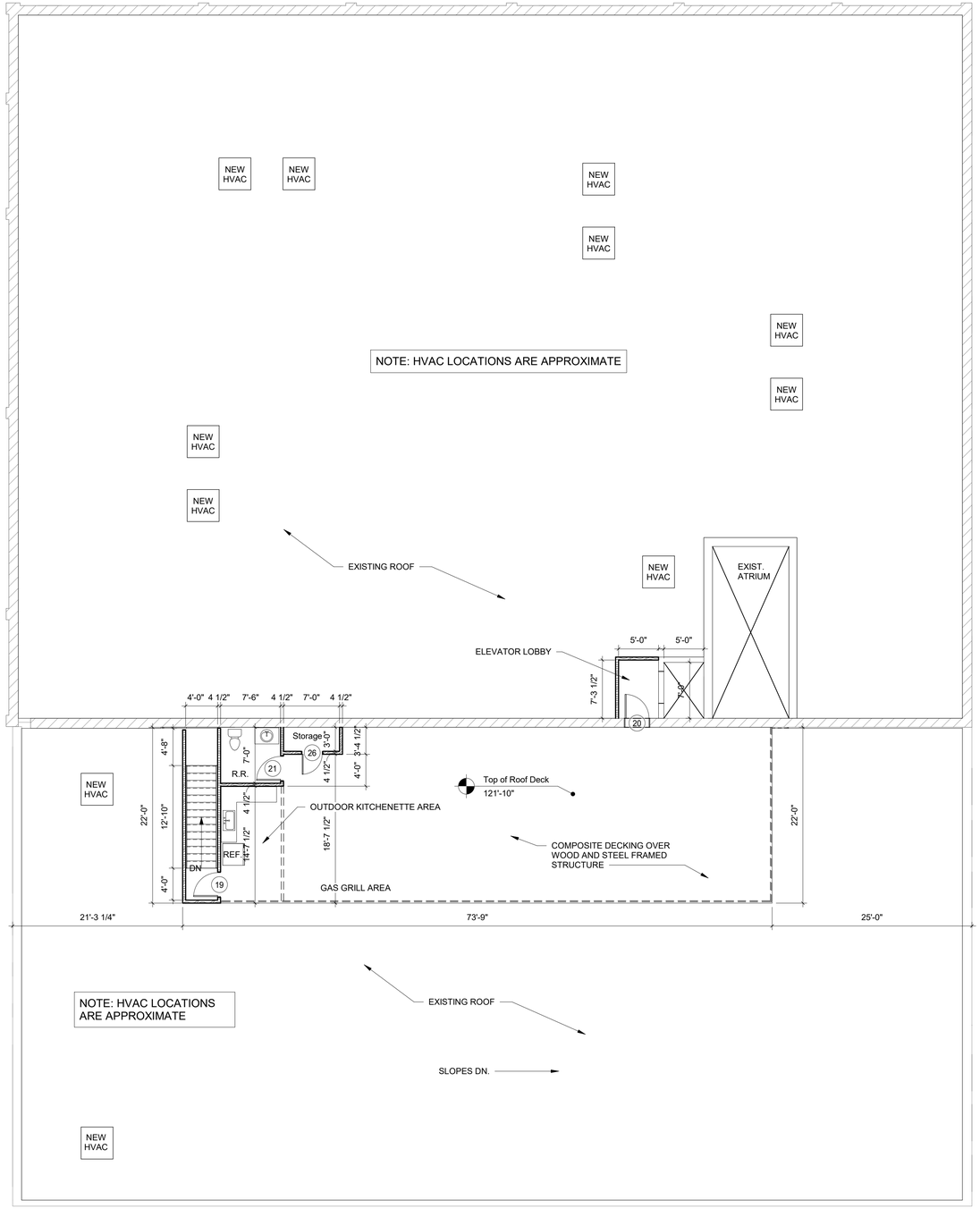
Drawn By
Checked By
Date 6-14-22
Scale 1/4" = 1'-0"
Job Number 2176

Enlarged Upper Level Floor Plan

A4



Roof Plan

SCALE: 1/8" = 1'-0"

NORTH

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Drawn By	
Checked By	
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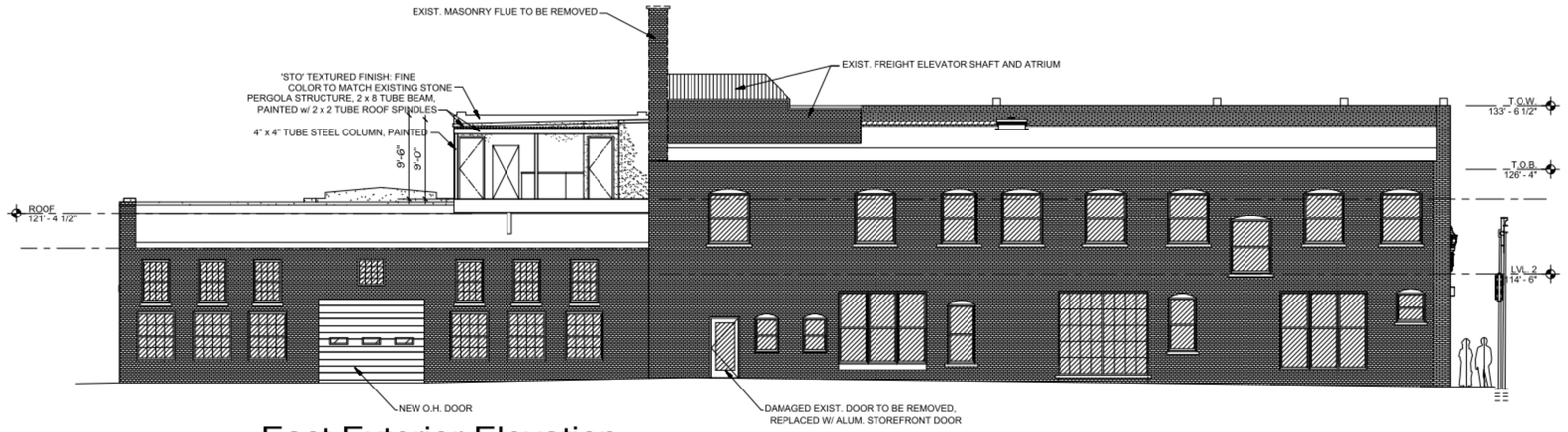
Scale	1/8" = 1'-0"
Job Number	2176

Roof Plan

A5

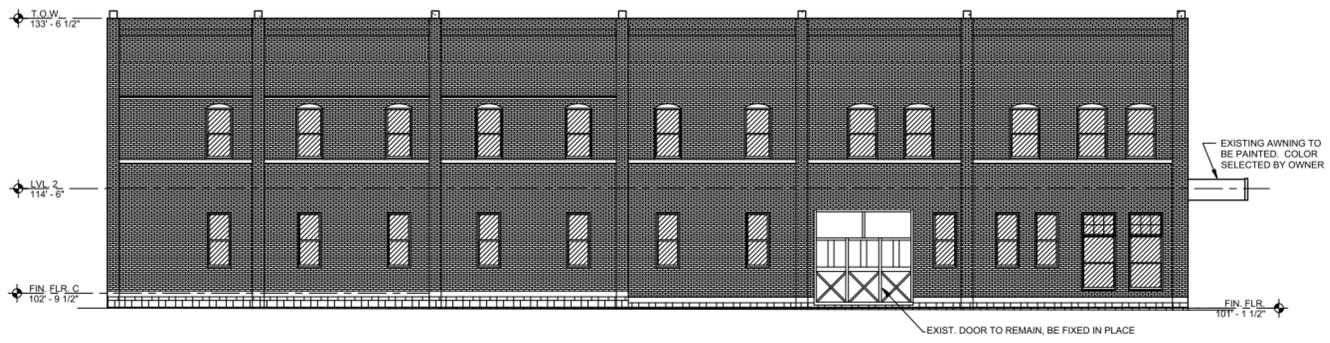
Windows Note

ALL EXIST. WINDOWS TO BE REHABILITATED WHERE POSSIBLE. IF MISSING OR DAMAGED BEYOND REPAIR, WINDOWS WILL BE REPLACED WITH COMPATIBLE HISTORICALLY COMPLIANT WINDOWS.



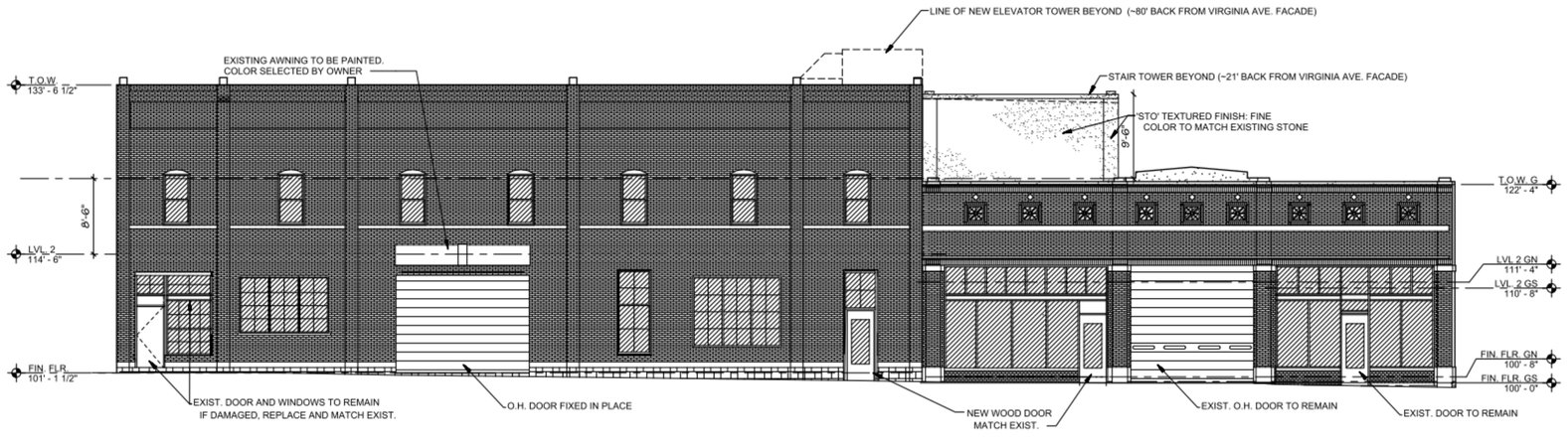
East Exterior Elevation along alley

SCALE: 1/8" = 1'-0"



North Exterior Elevation along Fourth Street

SCALE: 1/8" = 1'-0"



West Exterior Elevation along Virginia Avenue

SCALE: 1/8" = 1'-0"

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Drawn By	
Checked By	
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Scale	
Job Number	2176

Exterior Elevations

A8

EXHIBIT B

LEGAL DESCRIPTION:

All of Lots Numbered Eighty-five (85), Eighty-six (86), and Eighty-seven (87) in Porter's Addition to Murphysburg, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.