JOPLIN CITY COUNCIL
AMENDED REGULAR MEETING AGENDA
MONDAY, NOVEMBER 21, 2022
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

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

2. **Roll Call**

3. **Presentations**

   1. ACT Work Ready Community Proclamation

   2. Joplin High School Crosswalk Presentation

      Documents:

      JOPLIN HIGH SCHOOL CROSSWALK PRESENTATION.PDF
      JOPLIN HIGH SCHOOL CROSSWALK TECHNICAL MEMORANDUM.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Brian Evans Requested To Speak On Park Rangers Program And Fiscal Responsibility

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2022-288
      AN ORDINANCE approving the Redevelopment Plans for properties known as the Moss-DeGraff Building located at 906 S. Main St. through 912 S. Main

St.; by Brad DeGraff and Kate Moss-DeGraff 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 properties located at 906 S. Main St. through 912 S. Main St., 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, 2023 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2033 ; 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; and containing an emergency clause.

Documents:

CB 2018-288 SUMMARY.PDF
KM APPLICATION-11142022233253.PDF
KM GURU MARKETING EXHIBIT A-11142022220915.PDF
CB 2022-288.PDF
EXHIBIT B 906-912 MAIN.PDF

8. **Consent Agenda**

1. Minutes Of The November 7, 2022, City Council Meeting

Documents:

NOVEMBER 7, 2022 MINUTES.PDF

2. COUNCIL BILL NO. 2022-285
AN ORDINANCE providing the vacation of a utility easement lying on property described as 3209 S Range Line Rd., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-285.PDF

3. COUNCIL BILL NO. 2022-286
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District C-3 (Commercial) property as described below and located at 2323 S. Highview Ave., City of Joplin, Jasper County, Missouri.

Documents:

CB2022-286.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2022-151

AN ORDINANCE approving an amendment (Change Order No. 2) to the construction agreement with Rosetta Construction, Inc., in the amount of One Hundred Thirty-eight Thousand Five Hundred and 00/100 Dollars, ($138,500.00) for the Joplin Creek Interceptor Replacement 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:

CB2022-151_SUMMARY SHEET_JOPLINCREEKINTERCEPTOR_AMENDMENT TO CONSTRUCTION AGREEMENT.PDF
CB2022-151_COUNCIL BILL_JOPLINCREEKINTERCEPTOR_AMENDMENT TO CONSTRUCTION AGREEMENT.PDF
2022-151_EXHIBIT MAP_JOPLINCREEKINTERCEPTOR_AMENDMENT TO CONSTRUCTION AGREEMENT.PDF
2022-151_EXHIBIT PHOTOS_JOPLINCREEKINTERCEPTOR_AMENDMENT TO CONSTRUCTION AGREEMENT.PDF
CB2022-151_CHANGEORDER2_JOPLINCREEKINTERCEPTOR_AMENDMENT TO CONSTRUCTION AGREEMENT.PDF

2. COUNCIL BILL NO. 2022-155
AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS); and containing an emergency clause.

Documents:

GS 2022-155 MODOT OPERATING ASSISTANCE GRANT.PDF
ORDINANCE 2022-155 MAPS GRANT.PDF
2022-07-71013 DRAFT.PDF

3. COUNCIL BILL NO. 2022-288
AN ORDINANCE approving the Redevelopment Plans for properties known as the Moss-DeGraff Building located at 906 S. Main St. through 912 S. Main St.; by Brad DeGraff and Kate Moss-DeGraff 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 properties located at 906 S. Main St. through 912 S. Main St., 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, 2023 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2033 ; 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; and containing an emergency clause.

Documents:

CB 2018-288 SUMMARY.PDF

KM APPLICATION-11142022233253.PDF
KM GURU MARKETING EXHIBIT A-11142022220915.PDF
CB 2022-288.PDF
EXHIBIT B 906-912 MAIN.PDF

4. COUNCIL BILL NO. 2022-538
AN ORDINANCE adopting a revised step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2022-2023; and, containing an emergency clause.

Documents:

CB 2022-538 SUMMARY REVISED SALARY ADMINISTRATION PLAN EFFECTIVE NOVEMBER 22 2022.PDF
CB 2022-538 ORDINANCE ADOPTING REVISED SALARY ADMINISTRATION PLAN EFFECTIVE NOVEMBER 22 2022.PDF
CB 2022-538 EXHIBIT A SALARY ADMINISTRATION PLAN FOR UNCLASSIFIED AND CLASSIFIED.PDF

5. COUNCIL BILL NO. 2022-539
AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Powell Land Development, LLC., for the sale of three parcels located at 2300 Golf Link Road, totaling approximately 84,942 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-539 SUMMARY LAND SALE 2300 GOLF LINK ROAD .PDF
CB 2022-539 LAND SALE ORDINANCE 2300 GOLF LINK ROAD.PDF
CB 2022-539 EXHIBIT A REAL ESTATE CONTRACT 2300 GOLF LINK ROAD.PDF
CB 2022-539 BID TABULATION.PDF
CB 2022-539 MAP OF 2300 GOLF LINK ROAD.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2022-152
AN ORDINANCE approving a purchase order for Nine Hundred Sixty-five Thousand and 00/100 Dollars ($965,000.00) with Ace Pipe Cleaning, Inc., for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2022-152 SUMMARY SHEET_PO-WORKORDER23A.PDF
CB2022-152 COUNCIL BILL_PO-WORKORDER23A.PDF
CB2022-152_EXHIBIT MAP_PO-WORKORDER23A.PDF

CB2022-152 SCHEDULE OF WORK ORDER PAY ITEMS_PO-WORKORDER23A.PDF

2. COUNCIL BILL NO. 2022-153
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Six Thousand Nine Hundred and 00/100 Dollars ($96,900.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2022-153_SUMMARY SHEET_AMA REHAB TOOLBOX PROJECT MGMT.PDF
CB2022-153_ORDINANCE_AMA REHAB TOOLBOX PROJECT MGMT.PDF
CB2022-153_WA AMA-OC22-020_AMA REHAB TOOLBOX PROJECT MGMT.PDF

3. COUNCIL BILL NO. 2022-157
AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC20-09 with Olsson in the not to exceed amount of Fifty-Eight Thousand Three Hundred and 00/100 dollars ($58,300.00) for professional engineering consulting services for intersection improvements at 4th and Murphy Blvd; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

OLSSON 4TH AND MURPHY WORK AUTHORIZATION AMENDMENT 1 SUMMARY SHEET.PDF
OLSSON 4TH AND MURPHY WORK AUTHORIZATION AMENDMENT 1 ORDINANCE.PDF
JOPLIN ENGINEERING AMENDMENT TO WORK AUTHORIZATION FORM- 2022.PDF
4TH AND MURPHY AMENDMENT 1 10.19.2022.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.

Together we are ready for anything.

Notice posted at 3:06 PM on this 17th day of November 2022 (RSMo 610.020)



JOPLIN HIGH SCHOOL CROSSWALK

For the City of Joplin

COJ Team | November 2022

AERIAL INDICATING AREA FOR THE PROPOSED CROSSWALK



CURRENT RAPID FLASHING BEACON ON 20TH STREET NEAR MURPHY BLVD.



HAWK SIGNAL



RECOMMENDATIONS

Following the review above, the City of Joplin has a variety of options available to them to improve visibility of the crosswalk, reduce speed, and ensure a safe pedestrian crossing over 20th Street at Missouri Avenue / Sunny Jim Park. It is the recommendation of the engineer that the City introduce high-visibility pavement markings for the crosswalk with zebra striping at 20th Street and Joplin High School. Advanced warning “School Zone” signs and "School" pavement marking should be introduced at the beginning and end of the school zone. Given the overall width of the roadway, a Pedestrian Refuge Island would help pedestrians cross sections of directional traffic as safe gaps between vehicles appear. Finally, it should be up to the City of Joplin to determine which beacon option they would like to consider. Both the Rectangular Rapid Flashing Beacon and the HAWK Signal produce high visibility for pedestrians. However, while the HAWK signal has higher costs associated with it, it is the most effective at creating gaps for pedestrians to safely cross the street. Table 3 below shows the effectiveness of each option combination.

Table 3: Countermeasure Effectiveness

Countermeasure	Motorist Compliance
High-Visibility Crosswalk Marking[1]	
Crosswalk Marking	25%
"School Zone" Marking	30%
Crosswalk Visibility Enhancement[1]	
Advance Warning "School Zone" signs	35%
Yield Bar	35%
Pedestrian Refuge Island[1]	45%
Rectangular Rapid-Flashing Beacon (RRFB)[2]	81%
HAWK Signal[2]	96%

[1] Percentages determined based on information derived from the *CMF Clearinghouse.*

[2] Percentages determined based on information provided by *Evaluation of Pedestrian Hybrid Beacons and Rapid Flashing Beacons.*

Staff Recommendations

Rectangular Rapid-Flashing Beacon (RRFB)

- The staff recommendation is to install a rectangular rapid-flashing beacon with refuge island.
- The installation will be similar to the existing RRFB crossing on 20th Street near Murphy Boulevard.

JOPLIN
MISSOURI

QUESTIONS?

JOPLIN HIGH SCHOOL CROSSWALK

TECHNICAL MEMORANDUM

PREPARED FOR

Dakota Rusk
City of Joplin
1301 W 2nd Street,
Joplin, MO 64801



July 11, 2022

PREPARED BY:

CJW

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

Joplin High School Crosswalk Technical Memorandum

To: City of Joplin
From: CJW Transportation Consultants, LLC.
Date: July 11, 2022
Re: Crosswalk Analysis – 20th Street at Missouri Avenue / Sunny Jim Park

---

The City of Joplin requested an analysis regarding the installation of a crosswalk on 20th Street connecting the Joplin High School to Sunny Jim Park. A review of the Federal Highway Administration's (FHWA) Field Guide for Selecting Countermeasures at Uncontrolled Pedestrian Intersections revealed that four options should be considered given the roadway configuration, existing traffic volumes, and speed on 20th Street. Those options are provided below increasing levels of safety, starting with the lowest impact of striping the crosswalk to the highest impact of adding a High-Intensity Advanced Crosswalk (HAWK) Signal at the intersection.

Study Area

Table 1 shows the primary characteristics of the key roadway corridor including roadway classification, speed limit, average annual daily traffic (AADT), number of lanes, lane widths, and the existence of pedestrian or bicycle facilities.

Table 1: Study Corridor Characteristics

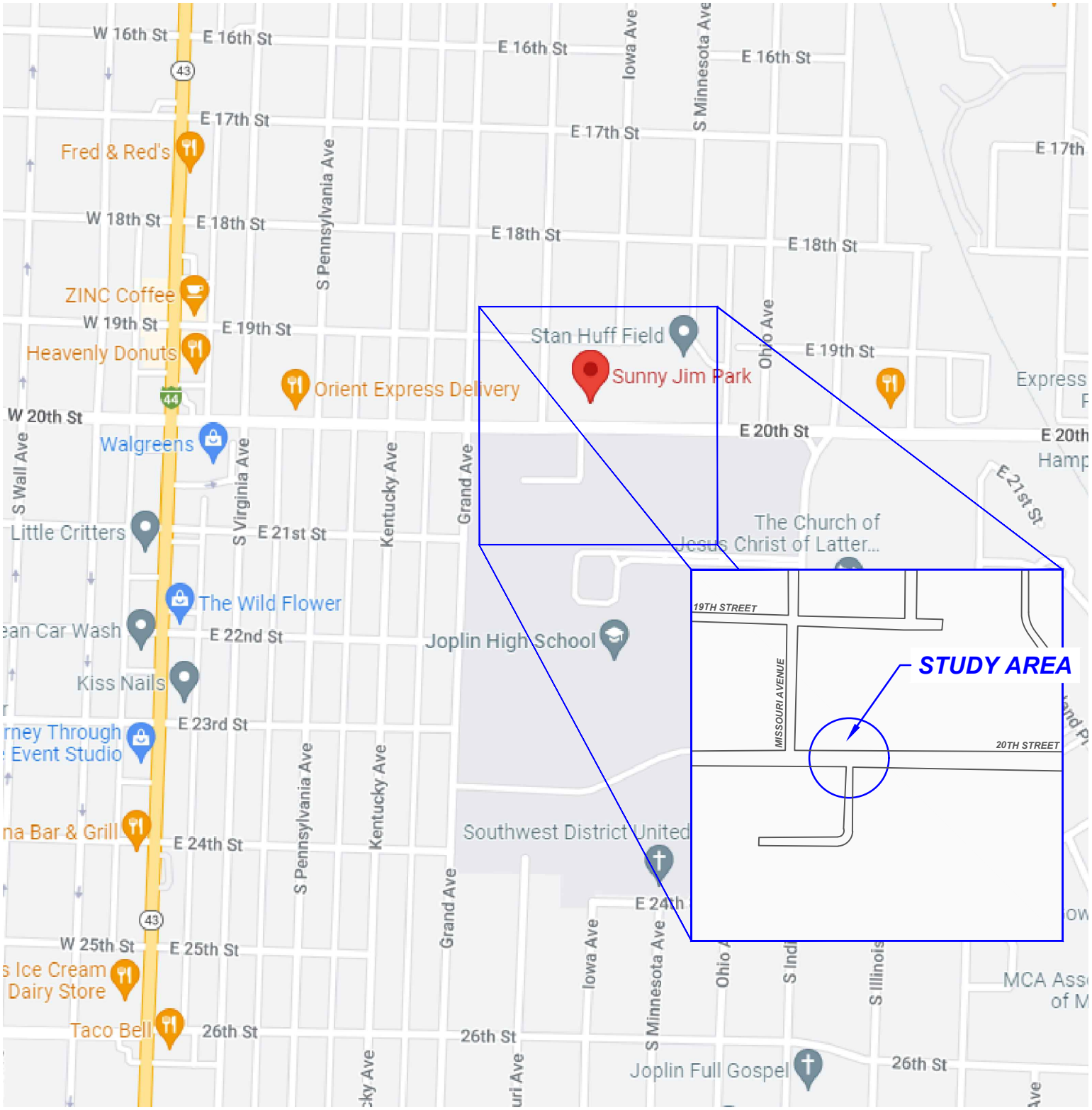
Name	Classification[1]	Speed Limit (MPH)	Average Annual Daily Traffic (AADT)[2]	Lanes	Lane Widths (ft)	Ped/Bicycle Facilities
20th Street	Minor Arterial	35	14,083	5 Lane with TWLTL	11	Sidewalks (Both Sides)

[1] Roadway Classification determined based on information provided by the MoDOT Functional Classification Map for Joplin, MO.
[2] Average Daily Traffic volumes were obtained using Traffic Volume Maps provided by the Missouri Department of Transportation (MoDOT).

Exhibit 1 shows a map of the study area below.

20TH STREET CROSSWALK
JOPLIN, MISSOURI

EXHIBIT 1
STUDY AREA



NORTH

CJW
Springfield Office:
Tel: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

CJW PROJECT No. 22068

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

Existing Pedestrian Counts

Table 2 below shows the average daily pedestrian counts observed over a 7 day period with the AM average representing pedestrians who interacted with the intersections between 7:30-8:30 am and the PM average representing pedestrians who interacted with the intersections between 3:40-4:00 pm. The AM and PM times represent just before and after school starts and ends respectively. Due to the proximity of Missouri Avenue & Sunny Jim Park Alley to each other, they were counted as one intersection. The table also shows how many students who interacted with Missouri Avenue & Sunny Jim Park Alley got into vehicles waiting in the parking lot. This indicates that individuals picking students up from school chose to park here and have the students come over to them instead of waiting in a designated pick-up line for the students. The counts were provided by Jim Hounschell, the Director of Safety and Security for Joplin Schools.

Table 2: Average Existing Pedestrian Counts

	Missouri / Sunny Jim Park & 20th	Pedestrians Who Entered Waiting Cars at Sunny Jim Park	Ohio & 20th	Indiana & 20th
Average AM:	18	N/A	4	1
Average PM:	51	9	N/A	N/A

It is important to note that the intersections of Ohio Avenue & 20th Street and Indiana Avenue & 20th Street were not observed in the PM as the large majority of students crossed at Missouri Avenue / Sunny Jim Park Alley & 20th Street. Additionally, pedestrians who exited a vehicle and then crossed 20th Street from Sunny Jim Park Alley were not counted separately in the AM peak.

Crosswalk Safety Analysis

The City of Joplin has requested third party guidance regarding pedestrian travel across 20th Street near Missouri Avenue & Sunny Jim Park, as it experiences high traffic volumes during the times students are either entering or exiting school grounds. A variety of safety options were reviewed to help determine what would be the best solution for a mid-block crosswalk while providing better safety for pedestrians than what currently exists. When looking at what safety options are appropriate, the engineer reviewed the *Field Guide for Selecting Countermeasures at Uncontrolled Pedestrian Crossing Locations*. Table 1 within the field guide provides a variety of suggestions based on the roadway configuration, the speed limit of the roadway, the vehicle ADT, and is shown in **Appendix I**. As can be seen in **Table 1** of this memo, 20th Street has an Average Annual Daily Traffic Volume of 14,083 vehicles. It also has a speed limit of 35 mph and is a five-lane roadway. According to Table 1 in the *Field Guide*, the appropriate measures to review as viable are as follows: High-visibility Crosswalk Markings, Crosswalk Visibility Enhancement (Signs), Pedestrian Refuge Island, and a Pedestrian Hybrid Beacon. Additionally, sidewalk geometrics were evaluated to better address the movement of pedestrians through the intersection.

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

Existing Pedestrian Facilities

In the existing condition, 20th Street at Missouri Avenue / Sunny Jim Park across from the Joplin High School has no existing crosswalk for pedestrians to utilize. The section of the roadway contains overhead lighting approximately 70 feet from the proposed crosswalk location. There are sidewalks along both the north and south side of 20th Street which ensures connectivity to any potential crosswalk.

Baseline Option: High-Visibility Crosswalk Marking

At a minimum, 20th Street at Missouri Avenue / Sunny Jim Park should have crossing stripes painted on the pavement. Given that 20th Street is a major street, zebra stripes should be painted within the crossing stripes to allow for more visibility. By adding High-Visibility crosswalk markings along with the existing overhead lighting, pedestrians would have a select location along 20th Street to cross and gain access to the Joplin High School. The designated crosswalk would increase visibility and allow drivers to prepare to yield for pedestrians.

Additional Option: Crosswalk Visibility Enhancement

When a striped crosswalk is introduced to the roadway, it becomes imperative that drivers see signing that informs them of the crosswalk before they reach it. Adding advanced signing would ensure that drivers are more attentive and should reduce the likelihood of a crash involving a pedestrian. According to the MUTCD, it is recommended that advanced warning "School Area" signing should be placed at the beginning and end of the school zone. The placement of the signs would give enough advanced warning to allow vehicles to look for pedestrians and reduce speed or stop should pedestrians be in the crosswalk. Additionally, a school crossing sign with a down arrow should be placed at the crosswalk to inform vehicles they have reached the area previously warned about. Finally, a yield bar should be installed 20 to 50 feet ahead of the crosswalk to direct drivers where they should yield to pedestrians. A figure displaying the proposed signing and yield bar is shown below in **Exhibit 2.**

20TH STREET CROSSWALK
JOPLIN, MISSOURI

EXHIBIT 2
PROPOSED SIGNING



NORTH

CJW
Springfield Office:
Tel: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

CJW PROJECT No. 22068

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

Additional Option: Pedestrian Refuge Island

For the site of interest on 20th Street near Missouri Avenue / Sunny Jim Park, a Pedestrian Refuge Island is highly recommended. An island allows a pedestrian to cross one direction of traffic at a time when a roadway has four or more lanes without a raised median. The island would improve traffic visibility for pedestrians and provide a barrier between pedestrians and automobiles. Pedestrians have the option of taking their time and crossing the rest of the crosswalk when it is safe.

Additional Option: Rectangular Rapid-Flashing Beacon (RRFB)

When looking at a Pedestrian Hybrid Beacon, there are several different options that provide a varying level of expense and involvement. The first and least involved would be a rectangular rapid flashing beacon (RRFB). A RRFB consists of a beacon with a pedestrian crossing sign on it. When a pedestrian comes to the intersection, they press a button which activates the flashing beacon and warns vehicles that a pedestrian may be in the crosswalk. This would help to maximize the visibility of the intersection and would only flash when an individual who intends to cross, presses the button. Should the City of Joplin decide to move forward with a RRFB, an educational component should go along with its installation to help better inform the drivers of what they are looking at when they see the beacon flash. This will further ensure that pedestrians remain safe as they try to cross the roadway. The only issue with this option is that the flashing beacon does not guarantee that traffic will stop. So if the roadway doesn't have a lot of gaps in traffic, pedestrians will continue to struggle to find those gaps.

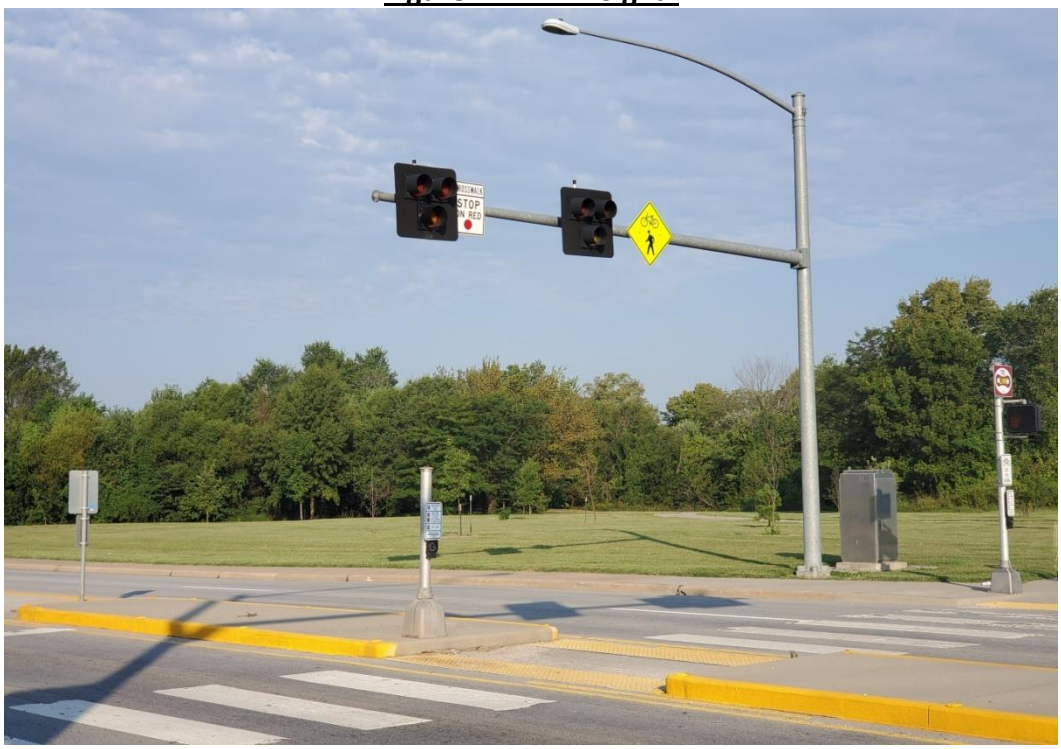
Additional Option: High Intensity Activated Crosswalk Signal (HAWK)

The most intensive option would be the installation of a pedestrian signal. A photo of an existing midblock pedestrian HAWK Signal in Springfield, MO is shown below in **Figure 1.**

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

Figure 1: HAWK Signal

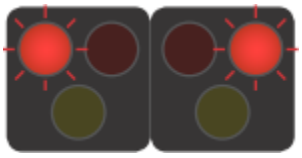


A HAWK or **H**igh-Intensity **A**ctivated Cross**W**al**K** signal is a federally approved signal that provides a safe and effective crossing for pedestrians. It is usually employed in areas that require pedestrians to cross busy roadways. Upon activation, a HAWK signal will go through a six-step process shown below in **Figure 2.**

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

Figure 2: HAWK Signal Process

1.		Signal Off	Cars Proceed with Caution through Crossing, Pedestrian Presses Pushbutton
2.		Flashing Yellow	Cars Start to Slow Down
3.		Solid Yellow	Cars Prepare to Stop
4.		Solid Red	Cars Stop, Pedestrians Start Crossing
5.		Flashing Red	Cars Stop, then Proceed with Caution if Clear, Pedestrians Finish Crossing
6.		Signal Off	Cars Proceed With Caution if Clear

A HAWK Signal is very effective at allowing pedestrians to safely cross a busy street at a crosswalk. It is only in operation when it is activated by a pedestrian pressing the crosswalk button, which maximizes the flow of traffic on the roadway while also ensuring the safety of pedestrians when they decide to cross. Like the RRFB, any installation should be accompanied by an educational component to help drivers make informed decisions when they encounter a HAWK signal. The HAWK Signal requires that oncoming traffic come to a stop and forces gaps for pedestrians to safely cross.

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

Recommendations

Following the review above, the City of Joplin has a variety of options available to them to improve visibility of the crosswalk, reduce speed, and ensure a safe pedestrian crossing over 20th Street at Missouri Avenue / Sunny Jim Park. It is the recommendation of the engineer that the City introduce high-visibility pavement markings for the crosswalk with zebra striping at 20th Street and Joplin High School. Advanced warning "School Zone" signs and "School" pavement marking should be introduced at the beginning and end of the school zone. Given the overall width of the roadway, a Pedestrian Refuge Island would help pedestrians cross sections of directional traffic as safe gaps between vehicles appear. Finally, it should be up to the City of Joplin to determine which beacon option they would like to consider. Both the Rectangular Rapid Flashing Beacon and the HAWK Signal produce high visibility for pedestrians. However, while the HAWK signal has higher costs associated with it, it is the most effective at creating gaps for pedestrians to safely cross the street. **Table 3** below shows the effectiveness of each option combination.

Table 3: Countermeasure Effectiveness

Countermeasure	Motorist Compliance
High-Visibility Crosswalk Marking[1]	
Crosswalk Marking	25%
"School Zone" Marking	30%
Crosswalk Visibility Enhancement[1]	
Advance Warning "School Zone" signs	35%
Yield Bar	35%
Pedestrian Refuge Island[1]	45%
Rectangular Rapid-Flashing Beacon (RRFB)[2]	81%
HAWK Signal[2]	96%

[1] Percentages determined based on information derived from the *CMF Clearinghouse.*
[2] Percentages determined based on information provided by *Evaluation of Pedestrian Hybrid Beacons and Rapid Flashing Beacons.*

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 7A
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

We trust this traffic memorandum satisfactorily answers questions concerning the traffic impact of the proposed development on the roadway network. If you need additional information, please contact me.

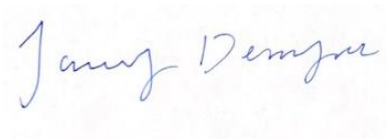
Sincerely,



Dane Seiler, P.E., PTOE
President
CJW Transportation Consultants, LLC



Justin Orf, EI
Civil Engineer
CJW Transportation Consultants, LLC



Tawny Denzer
Civil Engineer
CJW Transportation Consultants, LLC

APPENDIX I – EXISTING PEDESTRIAN TRAFFIC

PREPARED BY:

CJW

Existing Pedestrian Counts:

Date	Missouri & East Alley	Ohio	Indiana	Those counted in Column B who got into waiting cars.
9-9-21 A.M	13	2	3	
9-9-21 P.M.	43			8
9-10-21 A.M.	16	5	0	
9-10-21 P.M.	55			10
9-13-21 A.M.	17	8	1	
9-13-21 P.M.	54			7
9-14-21 A.M.	20	7	2	
9-14-21 P.M.	45			7
9-15-21 A.M.	19	3	2	
9-15-21 P.M.	47			11
9-16-21 A.M.	20	3	0	
9-16-21 P.M.	38			4
9-17-21 A.M.	19	3	0	
9-17-21 P.M.	78			15
Average A.M.	18	4	1	
Average P.M.	51			9

Counted by: Jim Hounschell, Director of Safety and Security for Joplin Schools

APPENDIX I – EXISTING PEDESTRIAN TRAFFIC

PREPARED BY:

CJW

Existing Pedestrian Counts:

Date	Missouri & East Alley	Ohio	Indiana	Those counted in Column B who got into waiting cars.
9-9-21 A.M	13	2	3	
9-9-21 P.M.	43			8
9-10-21 A.M.	16	5	0	
9-10-21 P.M.	55			10
9-13-21 A.M.	17	8	1	
9-13-21 P.M.	54			7
9-14-21 A.M.	20	7	2	
9-14-21 P.M.	45			7
9-15-21 A.M.	19	3	2	
9-15-21 P.M.	47			11
9-16-21 A.M.	20	3	0	
9-16-21 P.M.	38			4
9-17-21 A.M.	19	3	0	
9-17-21 P.M.	78			15
Average A.M.	18	4	1	
Average P.M.	51			9

Counted by: Jim Hounschell, Director of Safety and Security for Joplin Schools

Table 1: Application of Pedestrian Crash Countermeasures by Roadway Feature

Table 1 identifies suggested countermeasures for uncontrolled crossing locations according to roadway and traffic features. Review the corresponding worksheets for countermeasures considered for the site. The worksheets describe additional design and installation considerations for the countermeasures.

Roadway Configuration	Speed Limit								
	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph	≤30 mph	35 mph	≥40 mph
	Vehicle AADT <9,000			Vehicle AADT 9,000–15,000			Vehicle AADT >15,000		
2 lanes*	❶ 2 3 4 5 6	❶ ❸ 5 6 7	❶ ❸ 5 6 ❼	❶ 3 4 5 6	❶ ❸ 5 6 7	❶ ❸ 5 6 ❼	❶ 3 4 5 6 7	❶ ❸ 5 6 7	❶ ❸ 5 6 ❼
3 lanes with raised median*	❶ 2 3 4 5	❶ ❸ 5 7	❶ ❸ 5 ❼	❶ 3 4 5 7	❶ ❸ 5 ❼	❶ ❸ 5 ❼	❶ ❸ 4 5 7	❶ ❸ 5 ❼	❶ ❸ 5 ❼
3 lanes w/o raised median†	❶ 2 3 4 5 6 7	❶ ❸ 5 6 7	❶ ❸ 5 6 ❼	❶ 3 4 5 6 7	❶ ❸ 5 6 ❼	❶ ❸ 5 6 ❼	❶ ❸ 4 5 6 7	❶ ❸ 5 6 ❼	❶ ❸ 5 6 ❼
4+ lanes with raised median‡	❶ ❸ 5	❶ ❸ 5 7	❶ ❸ 5 ❼	❶ ❸ 5 7	❶ ❸ 5 ❼	❶ ❸ 5 ❼	❶ ❸ 5 ❼	❶ ❸ 5 ❼	❶ ❸ 5 ❼
4+ lanes w/o raised median‡	❶ ❸ 5 6 7 8	❶ ❸ 5 ❻ 7 8	❶ ❸ 5 ❻ ❼ 8	❶ ❸ 5 ❻ 7 8	❶ ❸ 5 ❻ ❼ 8	❶ ❸ 5 ❻ ❼ 8	❶ ❸ 5 ❻ ❼ 8	❶ ❸ 5 ❻ ❼ 8	❶ ❸ 5 ❻ ❼ 8

*One lane in each direction †One lane in each direction with two-way left-turn lane ‡Two or more lanes in each direction

Given the set of conditions in a cell,

❶ Signifies that the countermeasure should always be considered, but not mandated or required, based upon engineering judgment at a marked uncontrolled crossing location.

\# Signifies that the countermeasure is a candidate treatment at a marked uncontrolled crossing location.

The absence of a number signifies that the countermeasure is generally not an appropriate treatment, but exceptions may be considered following engineering judgment.

1 High-visibility crosswalk markings, parking restriction on crosswalk approach, adequate nighttime lighting levels
2 Raised crosswalk
3 Advance Yield Here To (Stop Here For) Pedestrians sign and yield (stop) line
4 In-Street Pedestrian Crossing sign
5 Curb extension
6 Pedestrian refuge island
7 Pedestrian Hybrid Beacon
8 Road Diet

This table was developed using information from: Zegeer, C. V., Stewart, J. R., Huang, H. H., Lagerwey, P. A., Feaganes, J., & Campbell, B. J. (2005), Safety effects of marked versus unmarked crosswalks at uncontrolled locations: Final report and recommended guidelines (No. FHWA-HRT-04-100); Manual on Uniform Traffic Control Devices, 2009 Edition, Chapter 4F. Pedestrian Hybrid Beacons; the Crash Modification Factors (CMF) Clearinghouse website (http://www.cmfclearinghouse.org/); and the Pedestrian Safety Guide and Countermeasure Selection System (PEDSAFE) website (http://www.pedbikesafe.org/PEDSAFE/).

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. 2022-288

MEETING DATE:
November 21, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Request for the abatement of ad valorem taxes on improvements made to real property located at 906 through 912 S. Main St.

BACKGROUND:
The attached Council Bill states that the City Council has reviewed the redevelopment plan for the construction of a new downtown building addressed as 906 and 912 S. Main St. (Moss-DeGraff Building). The proposed redevelopment project was recommended for approval by the Joplin Redevelopment Corporation (JRC), Inc., at a public meeting on November 8, 2022. 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 properties proposed to be redeveloped are part of 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. Approval of the redevelopment plan will allow the owners to receive a tax abatement on the property conditioned upon their investment and improvements to the property.

Brad DeGraff and Kate Moss-DeGraff are the property owners. They are constructing a new building on vacant property that was the former location of the Raines Brothers Building. The Raines Brothers Building fell into disrepair and became a dangerous building that was demolished by the city. The new property owners want to construct a mixed-use building containing loft apartments and commercial retail/office space on the first floor. Savings accrued from the ad-valorem tax abatement will be reinvested into the construction project.

The property owners are investing approximately $3.4 million (not including property purchase) into the project. The Joplin Redevelopment Corporation is recommending 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 $544,625. The owners currently pay approximately $446 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 jurisdictions.

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. 2022-288. That this Ordinance, dealing with the ordinance setting any tax rate or assessment, is an emergency within the meaning of Section 2.12(5) of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall be in full force and effect immediately from and after its adoption and approval.

ATTACHMENTS

Council Bill No. 2022-288, Abatement Application, Redevelopment Plan (Exhibit A), Legal Description (Exhibit B)

Katherine M. DeGraff

321 Virginia Avenue Joplin, MO 64801

kate@kmguru.com

Joplin City, JRC, and City Council:

Please find the enclosed application for property tax abatement via the Chapter 353 program.

The proposed project will take place on the 9th block of Main Street in Joplin, MO. The addresses are: 906 Main Street, 912 Main Street, and 914 Main Street. The current land is vacant, and we will build new - to provide commercial and residential space.

To our knowledge, the property was the Rains Brothers Building, which was constructed in 1902. It housed Miner's Hardware Company (906-908 Main Street).

Rains Brothers Building, also known as **Miner's Hardware Company** and **Roosevelt Hotel**, was a historic commercial building located at Joplin, Jasper County, Missouri. It was built in 1900–1901, and was a three-story, three bay, two-part commercial building with Renaissance Revival style detailing.[2]:2 It was destroyed by fire on March 1, 2012.[3]

It was listed on the National Register of Historic Places in 1990.[1] It was located in the Main and Eighth Streets Historic District.

Source: https://en.wikipedia.org/wiki/Rains_Brothers_Building

With the new construction, I plan to build two buildings with a large courtyard in between. Each building will have two commercial spaces on the street/main level floor, and three residential loft apartments on the 2nd/top floor.

The addition of new commercial spaces for working tenants, and the increase in client traffic will bring much new and exciting professional energy to downtown, as well as increase the job market.

The residential lofts/apartments will add new addition to the commerce of restaurants, bars, nightlife, social events, and shops. This will benefit everyone who works, lives, and travels to downtown Joplin.

I am currently requesting 10 years at 100% of improvements abated via Chapter 353, and another 15 at 50%.

Thank you kindly for your consideration, and with your help I hope to be able to continue to invest in downtown Joplin's growth.

Project Overview

Construct two new buildings to house two commercial spaces each, as well as three residential spaces each.

Project Mission Statement

The Moss DeGraff Building will provide additional jobs, commerce, residential living areas for new tenants to occupy, and add to the already existing growing energy of downtown Joplin.

Expected Customer Base

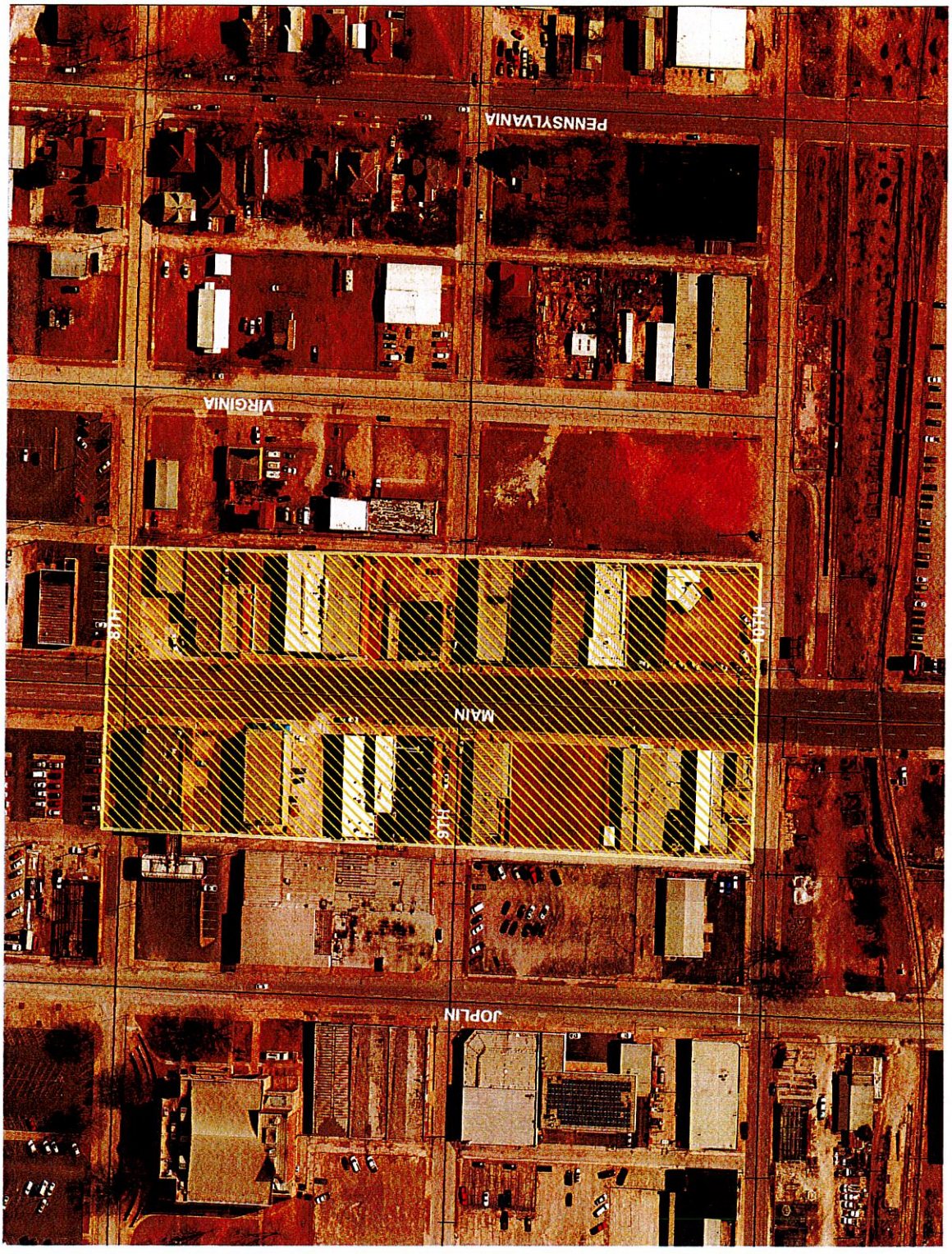
New additions to downtown, and more specifically blocks away from the 9th block of downtown Joplin may include - The Cornell Complex, which will house Spiva Center for the Arts, as well as the relocation of Souls Harbor. With this expansion, there will be more of demand than ever before in recent years for downtown living.

Project Description

The project timeline is projected for two years, with a construction start date of January 1, 2022.

Photographs

Please see below.


PENNSYLVANIA
VIRGINIA
MAIN
JOPLIN


Pub


The Future Home of KM Guru Marketing and the
Moss-DeGraff Building
Commercial & Residential Space Coming Soon
MossDeGraffBuilding.com
Guru
Marketing






MOSS DEGRAFF BUILDING 2020


MOSS DEGRAFF BUILDING 2020



Moss-DeGraff Building Estimated Project Costs

General Contracting	$1,500,000
Contingency	$500,000
Property Purchase	$ 27,500
Title Clearance	$1,500
Debt Service	$1,400,000
TOTAL	$3,429,000

Commercial property is double net

	2022	2023	2024	2025	2026	2027
Gross Resedential Rent	$0	$27,000	$55,080	$55,080	$57,305	$57,305
Gross Commercaial Rent	$0	$15,000	$60,000	$60,000	$60,000	$60,000
GROSS INCOME	$0	$42,000	$115,080	$115,080	$117,305	$117,305
Vacancy Resedential (8%)	$0	($2,160)	($4,406)	($4,406)	($4,584)	($4,584)
Vacancy Commercial (10%)	$0	($1,500)	($6,000)	($6,000)	($6,000)	($6,000)
EFFECTIVE GROSS RENT	$0	$38,340	$104,674	$104,674	$106,721	$106,721
Operating Expenses	($3,750)	($59,812)	($54,812)	($54,065)	($54,267)	($55,568)
NET OPERATING INCOME	($3,750)	($21,472)	$49,862	$50,608	$52,453	$51,152
Debt Service	($80,000)	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)
CASH FLOW	($83,750)	($137,446)	($66,113)	($65,366)	($63,521)	($64,822)
OPERATING EXPENSES						
Property Taxes(no Abatement)	$1,250	$27,312	$27,312	$28,415	$28,415	$29,563
Insurance	$500	$5,000	$5,000	$5,000	$5,202	$5,202
Maintenance/Repairs	$1,000	$15,000	$10,000	$8,000	$8,000	$8,000
Utilities	$0	$7,500	$7,500	$7,650	$7,650	$7,803
Reserves/Misc.	$1,000	$5,000	$5,000	$5,000	$5,000	$5,000
TOTAL OPERATING EXPENSES	$3,750	$59,812	$54,812	$54,065	$54,267	$55,568

3 Resedential Units @ $1500 per unit starting 2023 and a 2 year lease. Adjusted for inflation(2%per year) every 2 years
2 Commercial Units @ $2500 per unit starting 2023 and a 5 year lease. Adjusted for inflation(2%per year) every 5 years

Total estimated Tax Abatemnet over first 10 years $265,347

Total estimated Tax Abatemenet for last 15 years $279,278.96

	2028	2029	2030	2031	2032	2033	2034
Gross Resedential Rent	$59,620	$59,620	$62,029	$62,029	$64,535	$64,535	$67,142
Gross Commercaial Rent	$66,245	$66,245	$66,245	$66,245	$66,245	$73,140	$73,140
GROSS INCOME	$125,865	$125,865	$128,274	$128,274	$130,780	$137,675	$140,282
Vacancy Resedential (8%)	($4,770)	($4,770)	($4,962)	($4,962)	($5,163)	($5,163)	($5,371)
Vacancy Commercial (10%)	($6,624)	($6,624)	($6,624)	($6,624)	($6,624)	($7,314)	($7,314)
EFFECTIVE GROSS RENT	$114,471	$114,471	$116,687	$116,687	$118,993	$125,198	$127,597
Operating Expenses	($55,935)	($54,451)	($54,669)	($56,246)	($54,974)	($57,115)	($57,351)
NET OPERATING INCOME	$58,536	$60,021	$62,018	$60,441	$64,019	$68,083	$70,245
Debt Service	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)
CASH FLOW	($57,438)	($55,954)	($53,956)	($55,533)	($51,955)	($47,891)	($45,729)
OPERATING EXPENSES							
Property Taxes(no Abatement)	$29,563	$30,758	$30,758	$32,000	$32,000	$33,293	$33,293
Insurance	$5,412	$5,412	$5,631	$5,631	$5,858	$5,858	$6,095
Maintenance/Repairs	$8,000	$5,000	$5,000	$5,000	$3,500	$4,000	$4,000
Utilities	$7,959	$8,281	$8,281	$8,615	$8,615	$8,963	$8,963
Reserves/Misc.	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
TOTAL OPERATING EXPENSES	$55,935	$54,451	$54,669	$56,246	$54,974	$57,115	$57,351

6 Resedential Units @ $1500 per unit starting 2023 and a 2 year lease. Adjusted for inflation(2%per year) every 2 years
4 Commercial Units @ $2500 per unit starting 2023 and a 5 year lease. Adjusted for inflation(2%per year) every 5 years

	2035	2036	2037	2038	2039	2040	2041	2042
Gross Resedential Rent	$67,142	$69,855	$69,855	$72,677	$72,677	$75,613	$75,613	$78,668
Gross Commercaial Rent	$73,140	$73,140	$73,140	$80,752	$80,752	$80,752	$80,752	$80,752
GROSS INCOME	$140,282	$142,994	$142,994	$153,429	$153,429	$156,365	$156,365	$159,420
Vacancy Resedential (8%)	($5,371)	($5,588)	($5,588)	($5,814)	($5,814)	($6,049)	($6,049)	($6,293)
Vacancy Commercial (10%)	($7,314)	($7,314)	($7,314)	($8,075)	($8,075)	($8,075)	($8,075)	($8,075)
EFFECTIVE GROSS RENT	$127,597	$130,092	$130,092	$139,540	$139,540	$142,241	$142,241	$145,051
Operating Expenses	($59,558)	($59,805)	($62,081)	($62,337)	($64,685)	($64,951)	($67,374)	($67,651)
NET OPERATING INCOME	$68,038	$70,287	$68,011	$77,203	$74,855	$77,289	$74,867	$77,400
Debt Service	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)
CASH FLOW	($47,936)	($45,687)	($47,963)	($38,772)	($41,120)	($38,685)	($41,107)	($38,574)
OPERATING EXPENSES								
Property Taxes(no Abatement)	$34,638	$34,638	$36,038	$36,038	$37,494	$37,494	$39,008	$39,008
Insurance	$6,095	$6,341	$6,341	$6,597	$6,597	$6,864	$6,864	$7,141
Maintenance/Repairs	$4,500	$4,500	$5,000	$5,000	$5,500	$5,500	$6,000	$6,000
Utilities	$9,325	$9,325	$9,702	$9,702	$10,094	$10,094	$10,502	$10,502
Reserves/Misc.	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
TOTAL OPERATING EXPENSES	$59,558	$59,805	$62,081	$62,337	$64,685	$64,951	$67,374	$67,651

6 Resedential Units @ $1500 per unit starting 2023 and a 2 year lease. Adjusted for inflation(2%per year) every 2 years
4 Commercial Units @ $2500 per unit starting 2023 and a 5 year lease. Adjusted for inflation(2%per year) every 5 years

	2043	2044	2045	2046
Gross Resedential Rent	$78,668	$81,846	$81,846	$85,153
Gross Commercaial Rent	$89,157	$89,157	$89,157	$89,157
GROSS INCOME	$167,825	$171,003	$171,003	$174,309
Vacancy Resedential (8%)	($6,293)	($6,548)	($6,548)	($6,812)
Vacancy Commercial (10%)	($8,916)	($8,916)	($8,916)	($8,916)
EFFECTIVE GROSS RENT	$152,616	$155,539	$155,539	$158,582
Operating Expenses	($70,152)	($70,440)	($73,021)	($73,321)
NET OPERATING INCOME	$82,464	$85,099	$82,518	$85,260
Debt Service	($115,974)	($115,974)	($115,974)	($115,974)
CASH FLOW	($33,510)	($30,875)	($33,456)	($30,714)
OPERATING EXPENSES				
Property Taxes(no Abatement)	$40,584	$40,584	$42,224	$42,224
Insurance	$7,141	$7,430	$7,430	$7,730
Maintenance/Repairs	$6,500	$6,500	$7,000	$7,000
Utilities	$10,926	$10,926	$11,367	$11,367
Reserves/Misc.	$5,000	$5,000	$5,000	$5,000
TOTAL OPERATING EXPENSES	$70,152	$70,440	$73,021	$73,321

3 Resedential Units @ $1500 per unit starting 2023 and a 2 year lease. Adjusted for inflation(2%per year) every 2 years
2 Commercial Units @ $2500 per unit starting 2023 and a 5 year lease. Adjusted for inflation(2%per year) every 5 years

TAX IMPACT STATEMENT
Estimate of 353 Redevelopment Impact on Local Taxes

Tax Levy by District	Levy 2020 (per $100)	2020 Assessed Value	2020 Tax
State	0.03	$ 7,830.00	$ 2.35
County	0.1061	$ 7,830.00	$ 8.31
SHFL	0.087	$ 7,830.00	$ 6.81
Mental Health	0.087	$ 7,830.00	$ 6.81
R8	3.6964	$ 7,830.00	$ 289.43
JORD	0.2284	$ 7,830.00	$ 17.88
CJOP	0.4351	$ 7,830.00	$ 34.07
SRTX	1.02	$ 7,830.00	$ 79.87
Total Annual			**$ 445.53**

Tax Levy by District	Estimated Assessed Value 2022 (assuming fair markt value of $1.5Million)	Annual Estimated Taxes (post development) 2022	Estimated Annual Tax Abatement 2022-2031 (100% for 10 years) adjusted for inflation	Estimated Annual Tax Abatement 2032-2046 (50% for 15 years) adjusted for inflation	Estimated Total Tax Abatement 2022-2046
	$480,000				
State		$144	$1,327	$1,396	$2,723
County		$509	$4,776	$5,027	$9,803
SHFL		$418	$3,980	$4,189	$8,169
Mental Health		$418	$3,980	$4,189	$8,169
R8		$17,742.72	$172,476	$181,531	$354,007
JORD		$1,096.32	$10,614	$11,171	$21,785
CJOP		$2,088.48	$21,228	$22,342	$43,570
SRTX		$4,896.00	$47,762	$50,270	$98,033
Total per time period		**$27,312**	**$265,347**	**$279,279**	**$544,626**

25 Year Scenarios

1. No abatement/No development results in a tax levy of $11,138.25
2. Abatement/Development results in a tax levy of $283,734.26

EXHIBIT A

PATTERSON LATIMER JONES
BRANNON DENHAM INCORPORATED
ARCHITECTS
111 W. 3rd, Joplin, Missouri 64801
Phone: 417-624-4004 Fax 417-624-4022

Project: A New Office Building for KM Guru Marketing
906 S. Main
Joplin, MO 64801

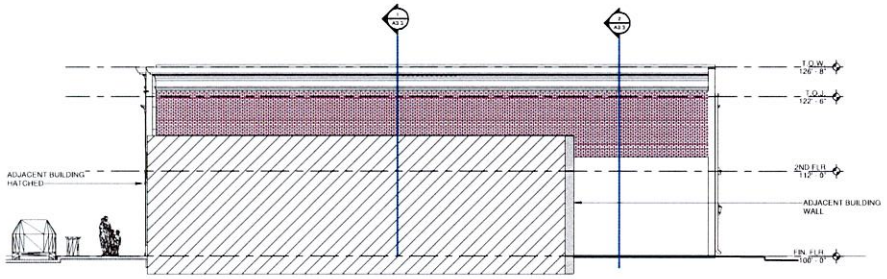
This site contained three structures that fell into disrepair due to lack of maintenance, vandalism and severe fire damage. They were consequently demolished. The original buildings were mixed use with commercial spaces on the lower floors and residential on the upper floors. The proposed new building will be providing similar use.

The proposed project is planned as a phased sequence with Phase One including an approximately 50'x80' commercial building with a second story loft apartment on the north side of the property. This phase would also include a 24'x80' open courtyard and a 12 space parking lot.

Phase two will complete the site with a 50'x80' commercial building with a second story loft apartment on the south side of the property.

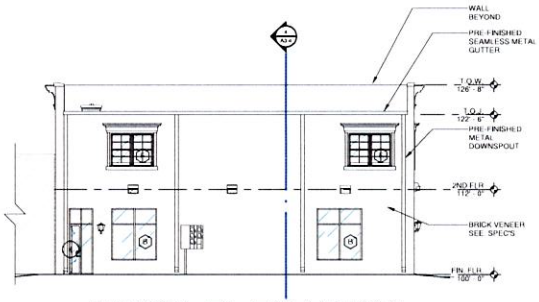
The design of the new building pays respect to the historic district by utilizing similar materials, scale and massing. By limiting the height to two stories, the proposed new building will not dominate the surrounding buildings. The design features try to capture the turn of the century nature of the surrounding buildings and preserving the neighborhood's historic character while not creating an artificial historic building.

The owner/developer will occupy part of the first floor. There will be an additional commercial lease space on the first floor. The second floor will include 3 loft apartments.



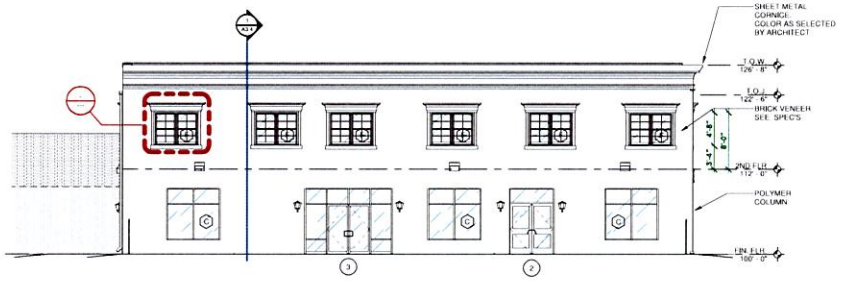
NORTH ELEVATION

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



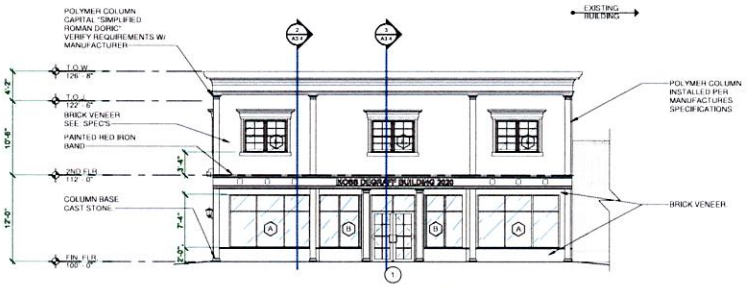
WEST ELEVATION

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



SOUTH ELEVATION

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



EAST ELEVATION

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

PJBD ARCHITECTS
PATTERSON LATIMER JONES BRANNON DENHAM
Phone: 417-624-4004
Fax: 417-624-4022
E-mail: contact@pjbd.com

Consultant
WESLEY SMITH ASSOCIATES, LLC
5208 East 109th Place
Tulsa, OK 74137
Phone: 918-520-8773
E-mail: wsa@wsa1.us

Consultant
Tappana Ondrick
Structural Engineers
1968 S. Hall St.
Webb City, MO 64870
Phone: 417-673-0463

Consultant

A New Office Building For KM Guru Marketing Joplin, Jasper County, Missouri

KM Guru Marketing
908 S. Main St.
Joplin, MO 64801

E. Kyle Denham
ARCHITECT A-5742

DATE
AUGUST, 2021

DRAWN BY:	CHECKED BY:
LEW	KD

REVISIONS

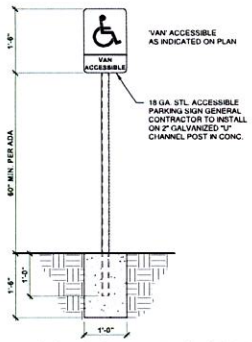
PROJECT NUMBER
07-2019-02

EXTERIOR ELEVATIONS

SHEET NUMBER

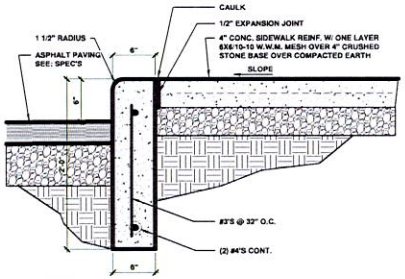
A3.1

11/12/2021 9:39:59 AM



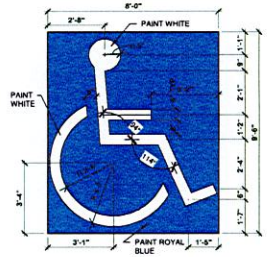
ACCESSIBLE SIGN DETAIL

SCALE 3/4" = 1'-0" (4 A1.0)



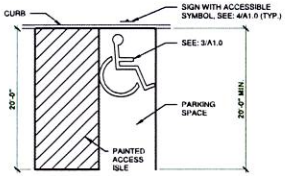
CURB & WALK SECTION

SCALE 1 1/2" = 1'-0" (5 A1.0)



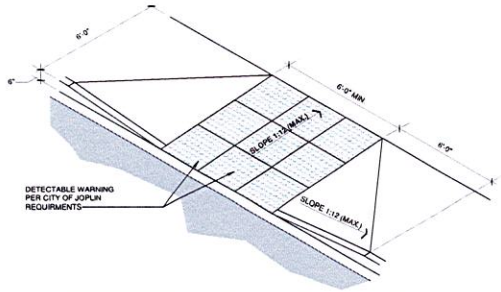
PARKING MARKER

SCALE 3/8" = 1'-0" (3 A1.0)



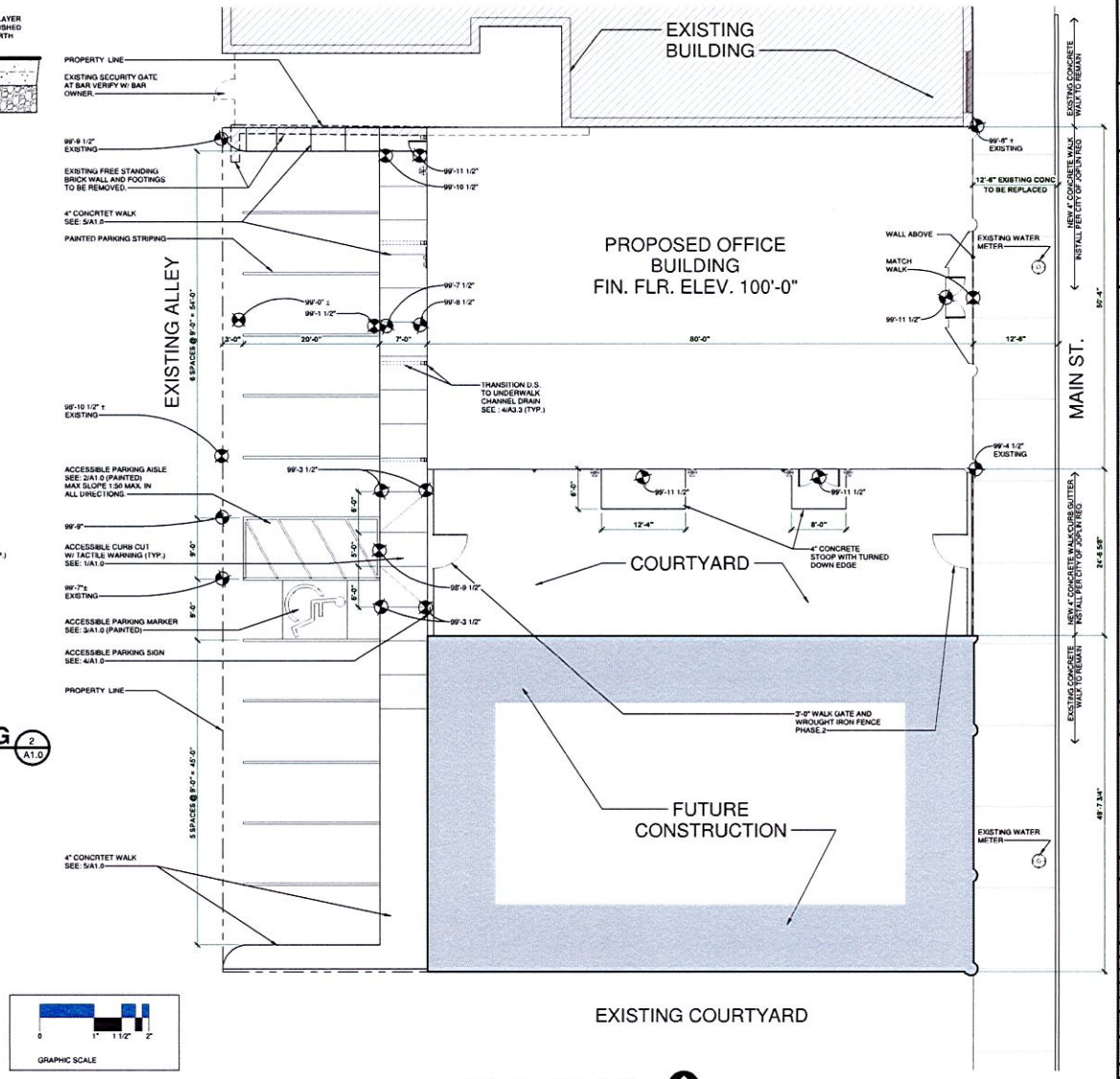
ACCESSIBLE PARKING

SCALE 1/8" = 1'-0" (2 A1.0)



ACCESSIBLE CURB CUT

SCALE 3/8" = 1'-0" (1 A1.0)



SITE PLAN

SCALE 1/8" = 1'-0"

NORTH

0 1" 1 1/2" 2"

GRAPHIC SCALE

0/27/2021 4:32:28 PM

PJJD ARCHITECTS

PATTERSON LATIMER JONES BRANNON DENHAM

ARCHITECTURAL CORPORATION #00874
111 W. 3RD JOPLIN, MISSOURI 64801
Phone: 417-624-4004
Fax: 417-624-4022
E-mail: contact@pjjd.com

Consultant
WESLEY SMITH ASSOCIATES, LLC
5208 East 109th Place
Tulsa, OK 74137
Phone: 918-520-8773
E-mail: wsa@wsa1.us

Consultant
Tappana Chhibber
Structural Engineers
1968 S. Hall St.
Weslo City, MO 64870
Phone: 417-673-0463

Consultant

A New Office Building For KM Guru Marketing Joplin, Jasper County, Missouri

KM Guru Marketing
906 S. Main St.
Joplin, MO 64801

STATE OF MISSOURI REGISTERED ARCHITECT
E. KYLE DENHAM NUMBER A-5742
E. Kyle Denham

E. Kyle Denham
ARCHITECT A-5742

DATE
MAY, 2021

DRAWN BY:	CHECKED BY:
LEW	KD

REVISIONS

PROJECT NUMBER
07-2019-02

SITE PLAN

SHEET NUMBER

A1.0

COUNCIL BILL NO. 2022-288 ORDINANCE NO.

AN ORDINANCE approving the Redevelopment Plans for properties known as the Moss-DeGraff Building located at 906 S. Main St. through 912 S. Main St.; by Brad DeGraff and Kate Moss-DeGraff 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 properties located at 906 S. Main St. through 912 S. Main St., 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, 2023 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2033 ; 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; and containing an emergency clause.

WHEREAS, after having a public hearing upon the same on August 6, 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 Plans for the Moss-DeGraff Building, and recommended the granting of the tax abatements as described herein, at its meeting on the 8th day of November 2022 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 Moss-DeGraff Redevelopment Plans approved by the Joplin Redevelopment Corporation, Inc., on November 8, 2022; 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 Moss-DeGraff Building, located at 906 South Main Street through 912 South Main Street, 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, 2023, and continuing to and ending after December 31, 2032, 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, 2033 and ending after December 31, 2047 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. That this Ordinance, dealing with the ordinance setting any tax rate or assessment, is an emergency within the meaning of Section 2.12(5) of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___day of _____, 2022, by a____vote.

ATTEST: Douglas Lawson, Mayor

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter Edwards, City Attorney

EXHIBIT B

LEGAL DESCRIPTION:

THE NORTH ONE-HALF (½) OF LOT NUMBERED TWENTY-EIGHT (28) AND ALL OF LOT NUMBERED TWENTY-NINE (29) IN BYERS AND MURPHY'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 7, 2022
MEETING MINUTES

CALL TO ORDER

The November 7, 2022, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Mayor Pro Tem Keenan Cortez.

ROLL CALL

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

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

With today's busy schedules, the City provides various options to help residents conveniently pay their utility bills as well as receive them.

Citizens can drop off their payments at the Payment Drop Box – which is now located on the west side of the alley behind City Hall. Drivers should approach the box from the south, and then exit onto 6th Street. This drop-off option is for making payments with a check or money order. Please also include payment stubs in the envelope when using this convenient option.

The City's website offers other efficiencies and online features, including the option to receive your bill via email instead of through postal mail. Citizens need to establish a user account and follow some basic instructions to begin receiving eBilling from the City and can go to joplinmo.org/753/Online-Payments to complete this process.

Customers can also use the online payment feature on the City's website. There are no additional fees to make an online payment, and you do not have to set up an online account for a one-time payment. Or they can make their payment through a bank draft by completing a form from the Finance Department. And of course, the City still accepts mailed payments as well.

For questions about the City's Utility billing and payment options, call 417-627-2955.
Saturday, November 12, marks the 35TH ANNUAL Joplin Community Veterans Day Parade!

The parade begins at 10 a.m. at 15th Street & Main and goes to 3rd Street, turning West, where it will move onto Joplin Avenue and proceed South to the City Hall parking lots between 5th and 7th.

We invite everyone to line Main Street in honor of our great American heroes, our Veterans!

Just a windy reminder - The leaves are falling, and the City is preparing for the Residential Leaf Pick Up Program. It begins the Monday after Thanksgiving – which is **Monday, November 28,** weather permitting. The program will operate the same as in past years with crews starting on the north side and the south side of Joplin and working toward the center of Joplin. We will post more information about Leaf Pick Up as we get closer to the start date.

Joplin Parks and Recreation will again host the Holiday Tree Trail! Citizens young and old will enjoy a display of brightly decorated Christmas trees along the trail at Mercy Park from November 29 through December 31.

Tree entries for the Holiday Tree Trail are still available. It is a unique opportunity for area businesses, organizations, and groups to highlight their mission and services in a highly visible area during the holidays.

The kickoff event for the Holiday Tree Trail will be held from 6 to 8 p.m. on Tuesday, November 29. Guests are invited to walk the trail during park hours, from 7 a.m. to 11 p.m. They can vote for their favorite tree through Dec. 21.

For more information about the event or tree sponsorship, please call Joplin Parks and Recreation at 417-625-4750 or email parks@joplinmo.org.

The widening project of 32nd Street west of Schifferdecker Avenue continues. Coming soon, in the next couple of weeks, there will be an additional closure to this road, covering the majority of the west portion. The closure will be from the west of Crane Road to near the west end of the project. Residents will have access to their properties. Drivers will need to use detour routes to access properties along 32nd Street and Central City Road.

The City will announce specific dates once Mother Nature updates us on her plans.
We appreciate everyone's patience as the work is completed on this project that voters approved in the 2014 Capital Improvement Sales Tax renewal.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-285

Mayor Lawson opened the Public Hearing.

Katrina Smith from Anderson Engineering spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-285

Mr. Stinnett introduced Council Bill No. 2022-285- AN ORDINANCE providing the vacation of a utility easement lying on property described as 3209 S Range Line Rd., City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Cortez that Council Bill No. 2022-285 be placed on First Reading and passed.

Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-285.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-286

Mayor Lawson opened the Public Hearing

Jack Frost spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Mr. DeTar introduced Council Bill No. 2022-286 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and including in District C-3 (Commercial) property as described below and located at 2323 S. Highview Ave., City of Joplin, Jasper County, Missouri. Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2022-286 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0. The Bill was read as Council Bill No. 2022-286.

PUBLIC HEARING FOR RESOLUTION NO. 2022-018
Mayor Lawson opened the Public Hearing

Melody Fitch spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Mr. Stinnett introduced Resolution No. 2022-018 - A RESOLUTION granting a Special Use Permit (1st Request) for the operation of a Day Care Center located at 3231 E. 12th St. in the City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Ms. Williams that Resolution No. 2022-018 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, and Stinnett, and Williams 9. Nays: 0.

CONSENT AGENDA

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

Minutes of the October 17, 2022, City Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2022-150
Dr. Farnham introduced Council Bill No. 2022-150 - AN ORDINANCE authorizing the City of Joplin to enter into an construction agreement with G & G Construction Company Inc., in the amount of One Hundred Fifty Thousand Eight Hundred Fifty and 00/100 Dollars ($150,850.00) for construction services associated with the Tin Cup Lift Station Rehabilitation project concerning Electrical conduits and piping on behalf of the City of Joplin 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. Motion by Dr. Farnham, second by Ms. Spencer that Council Bill No. 2022-150 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-164**.

COUNCIL BILL NO. 2022-154

Dr. Farnham introduced Council Bill No. 2022-154 - AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Ninety-Two Thousand and 00/100 Dollars ($192,000.00) for the Swede Lane Lift Station 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. Motion by Dr. Farnham, second by Mr. Copple that Council Bill No. 2022-154 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-165**.

COUNCIL BILL NO. 2022-156

Mr. DeTar introduced Council Bill No. 2022-156 - AN ORDINANCE authorizing the City of Joplin to enter into an construction agreement with Goins Construction Company Inc., in the amount of Four Hundred Fifty-Four Thousand Two Hundred and No/100 Dollars ($454,200.00) for construction services associated with the Turkey Creek WWTF Rehabilitation project concerning the Oxidation Ditch rotor replacements on behalf of the City of Joplin 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. Motion by Mr. DeTar, second by Dr. Farnham that Council Bill No. 2022-156 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-166**.

COUNCIL BILL NO. 2022-287

Mr. Cortez introduced Council Bill No. 2022-287 - AN ORDINANCE approving Work Authorization 2 with Alvarez and Marsal Infrastructure and Capital Projects LLP to provide administrative services for developing and implementing broadband and connectivity solutions in the not to exceed amount of Three Hundred Fifty-Eight Thousand Nine Hundred Twenty-Eight and 00/100 dollars ($358,928.00) and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2022-287 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-167**.

COUNCIL BILL NO. 2022-454

Mr. Stinnett introduced Council Bill No. 2022-454 - AN ORDINANCE approving a Program Services Contract by and between the State of Missouri, Department of Health and Senior Services, and the City of Joplin, Missouri, for a term commencing October 1, 2022 and running through September 30, 2023, for the amount of up to Thirty Three Thousand, Four Hundred Ninety-Two Dollars and Nineteen Cents ($33,492.19), to enable the Health Department to provide maternal child health services to residents of Joplin, authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Farnham that Council Bill No. 2022-454 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled

Ordinance No. 2022-168.

COUNCIL BILL NO. 2022-537

Mr. Shaw introduced Council Bill No. 2022-537 - 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. and containing an emergency clause. Motion by Mr. Shaw, second by Mr. Cortez that Council Bill No. 2022-537 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-169**.

COUNCIL BILL NO. 2022-612

Dr. Farnham introduced Council Bill No. 2022-612 - 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. and containing an emergency clause. Motion by Dr. Farnham, second by Ms. Spencer that Council Bill No. 2022-612 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2022-170**.

ORDINANCES – FIRST READING

SECOND AND THIRD READING

COUNCIL BILL NO. 2022-009

Mr. Copple introduced Council Bill No. 2022-009 - AN ORDINANCE amending Section 10-17 – "Presence of underage persons in alcoholic beverage establishments" by adding an exemption for axe throwing clubs. Motion by Mr. Copple, second by Mr. DeTar to pass Council Bill No. 2020-009 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-171**.

COUNCIL BILL NO. 2022-010

Mr. Copple introduced Council Bill No. 2022-010 - AN ORDINANCE amending Section 10-82 – "Presence of underage persons" by adding an exemption for axe throwing clubs. Motion by Mr. Copple, second by Mr. Cortez to pass Council Bill No. 2020-010 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2022-172**.

COUNCIL BILL NO. 2022-535

Mr. DeTar introduced Council Bill No. 2022-535 - AN ORDINANCE approving the job description for Park Ranger and the placement of the new position within the Salary Administration Plan for the City of Joplin. Motion by Mr. DeTar, second by Ms. Williams to pass Council Bill No. 2020-010 on Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, and Williams, 6. Nays: Farnham, Spencer, Stinnett, 3. The Council Bill was declared adopted and entitled **Ordinance No. 2022-173**.

UNFINISHED BUSINESS

NEW BUSINESS

Mr. DeTar would like to see if staff could gather data on pedestrian injuries, deaths, and traffic accidents. City Manager Edwards suggested a traffic safety study.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys; and the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information more specifically for the purpose of evaluating certain Council employees; as set forth in Section 610.021(1) (3) RSMo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided

by law. The City Council shall adjourn at the end of the session. Motion by Mr. DeTar, second by Mr. Cortez to adjourn into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 7:07 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-285 – Utility Easement Vacation

MEETING DATE:
November 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 055-22: Easement Vacation – 3209 S Range Line Rd. – A request to vacate a sanitary sewer easement – Driven Brands

BACKGROUND:
In order to develop the vacant lot, the applicant is requesting the easement be vacated in order to fit Take 5 Car Wash. The utilities would be rerouted to a new easement already dedicated to the sanitary sewer gravity main.

PLANNING & ZONING COMMISSION TESTIMONY:
Logan Ellis of Anderson Engineering and representing the owner on this project. They are seeking to vacate the existing sanitary sewer easement running through the property. They are proposing to re-route the sewer around the edge of the property with a new sanitary sewer easement.

PUBLIC COMMENT;
There were none.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-285.
Planning & Zoning Commission recommends approval for Case 057-22 (7 in Favor, 0 Opposed)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials

Map

Case 055-22: Easement Vacation

3209 S. Range Line Rd. -A request to vacate a sanitary sewer easement-Driven Brands

Logan Ellis, 811 E. 3rd Street, Joplin, Missouri. Mr. Ellis is employed by Anderson Engineering and representing the owner on this project. They are seeking to vacate the existing sanitary sewer easement running through the property. They are proposing to re-route the sewer around the edge of the property with a new sanitary sewer easement. Mr. Ellis stated he would be available to answer any questions proposed.

Mr. Kimble asked if the Commission had any questions for Mr. Ellis.

There were none.

Mr. Kimble asked if anyone wished to speak in favor of Case 055-22.

There were none.

Mr. Kimble asked if anyone wished to speak in opposition of Case 055-22.

There were none.

MR. ROSENBERG MOVED THAT CASE 055-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. MCCULLOUGH SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAYS)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 055-22 A request to vacate approximately 120 feet of a recorded utility easement.

APPLICANT Driven Brants, Inc

REPRESENTATIVE Rebecca McCalister

LOCATION 3209 S Range Line Rd.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	Approximately 90′ x 20′

REASON FOR VACATION

In order to develop the vacant lot, the applicant is requesting the easement be vacated in order to fit Take 5 Car Wash. The utilities would be rerouted to a new easement already dedicated to the sanitary sewer gravity main.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Sanitary Sewer currently exists in the easement. A new easement to reroute the sewer extension has been required to be dedicated prior to easement vacation to proceed. New sewer extension is required to be installed in the new dedication prior to existing utilities to be abandoned.

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

No plans for new utilities to be located in the right-of-way.

DISCUSSION

This vacation is sought to develop the empty lot. A proposed building would encroach on the existing easement, so a new easement has been recorded that makes room for the rerouting of utilities as well as the footprint of the proposed building.

Staff recommends approval of Case 055-22.

ENCLOSURES

- Application
- Map

Vacation of Streets or Easements Application

Project #: 22-0112

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.: _____
Filing Fee: $550.00
Received: _____
Date Advertised: _____
Date Notice Sent: _____
Public Hearing Date: 10-10-22

Applicant: Driven Brands Phone No.: (281) 660-9583
Address: 440 S. Church Street, Suite 700 Charlotte, NC 28202 Email: Rebecca.McAllister@drivenbrands.com
Owner: Southwest Development Properties, LLC - Brett Roubal Phone No.: 417-576-6620
Address: 1027 S. Main Ste. 200 Joplin, MO 65804 Email: b_roubal@yahoo.com
Location of Street or Easement: 3209 Rangeline Rd.

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	
X	☐	Private rights will not be injured or endangered by the vacation.
X	☐	The vacation will not cause the public to suffer a loss or inconvenience.
X	☐	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	
X	☐	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.
X	☐	Survey or such other drawing acceptable to the Director of Planning,

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

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

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

Utility	Contact	Email	Phone
AT&T	Jon Fisk	jf4583@att.com	417-529-0840
MoAm Water*	Derec Bass	derec.bass@amwater.com	
MoAm Water*	Trenton Mccarty	trenton.mccarty@amwater.com	
MoAm Water*	Bob Kirby	bob.kirby@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1531

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

Signature: _____ **Date:** 8-10-2022

18-7522 - JOPLIN
SANITARY EASEMENT DESCRIPTION (VACATION)
JULY 22, 2022

A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST, NEWTON COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING S88°28'40"E 232.77 FEET AND S01°16'36"W 245.19 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 19; THENCE S08°51'32"E 91.27 FEET TO A POINT; THENCE N82°45'13"W 20.81 FEET TO A POINT; THENCE N08°51'47"W 89.14 FEET TO A POINT; THENCE S88°32'13"E 20.33 FEET TO THE TO THE POINT OF BEGINNING, CONTAINING 1,804 SQUARE FEET OR 0.04 ACRES, SUBJECT TO ANY AND ALL EASEMENTS, CONDITIONS, RESTRICTIONS OF RECORD.

LETTER OF TRANSMITTAL

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
3213 S. WEST BYPASS SPRINGFIELD, MO 65807 (417) 866-2741

DATE 08/12/22 JOB NO. 22SP10091

ATTENTION: **Keegan Stanton**

RE: **Take 5 – Joplin Car Wash Sewer Easement Vacation Fee and Application**

Planning Development & Neighborhood

602 S. Main St.

Joplin. MO 64801

Phone: 417-624-0820 ext 1511

WE ARE SENDING YOU ■ Attached ☐ Under separate cover via _____ the following items:

☐ Shop drawings ☐ Prints ■ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ 3 ½" Disk ☐ Storm Drainage Report

Copies	Dwg. No.	Dated	Description
1		08/11/22	Check#081385
1			Easement Vacation Description and Exhibit
1		08/10/22	Vacation Application Signed.

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit ____ copies for approval

☐ For your submittal ☐ Approved as noted ☐ Submit ____ copies for distribution

☐ As requested ☐ Returned for corrections ☐ Return ____ corrected prints

☐ For review and comment ☐ Other

☐ FOR BIDS DUE _____ 20___ ☐ Prints returned after loan to us

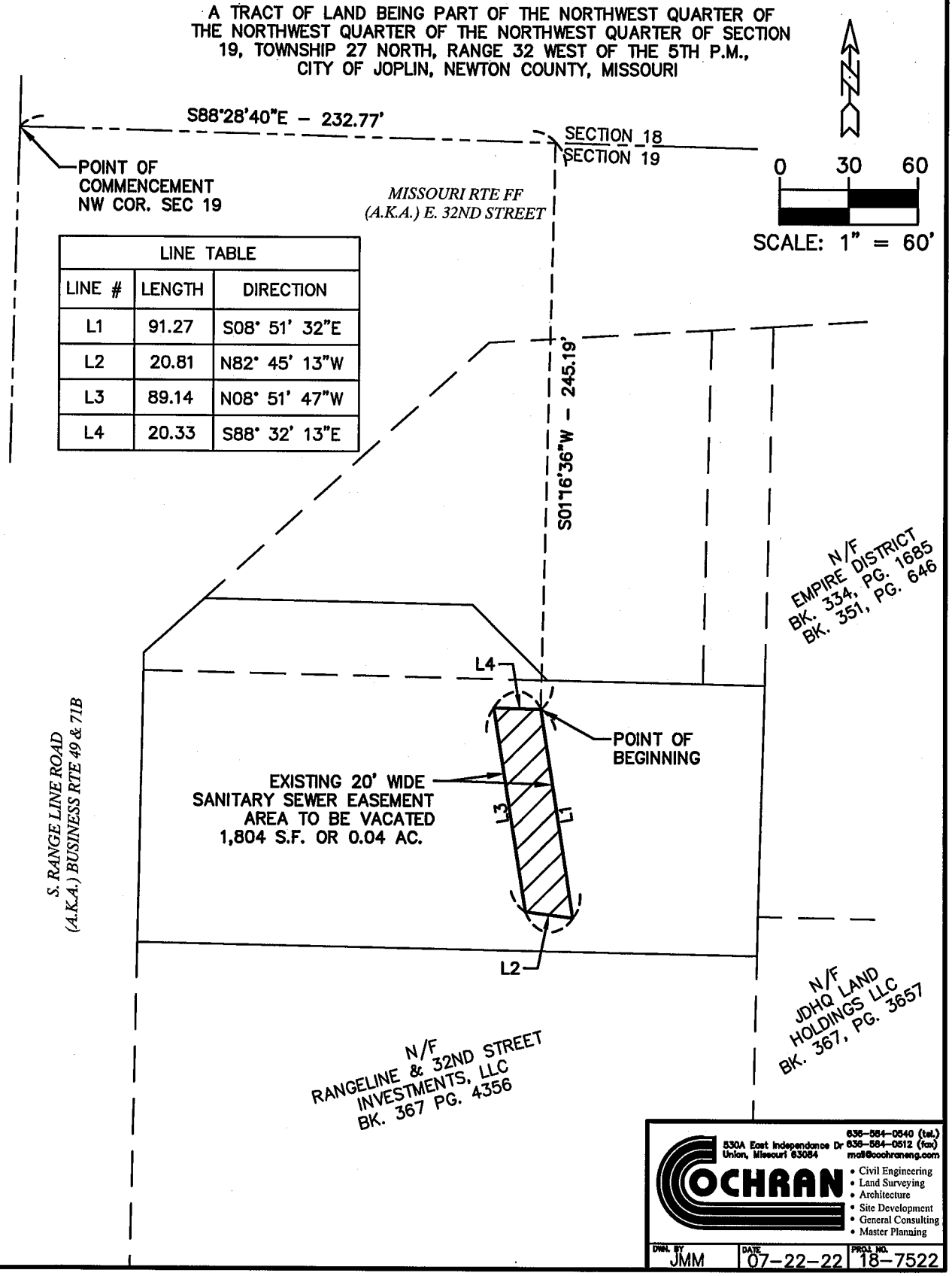
REMARKS: Please call (417) 866-2741 if you have any questions.

COPY TO:

SIGNED:_____
Amanda Johnson

EXHIBIT "A"

A TRACT OF LAND BEING PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M., CITY OF JOPLIN, NEWTON COUNTY, MISSOURI

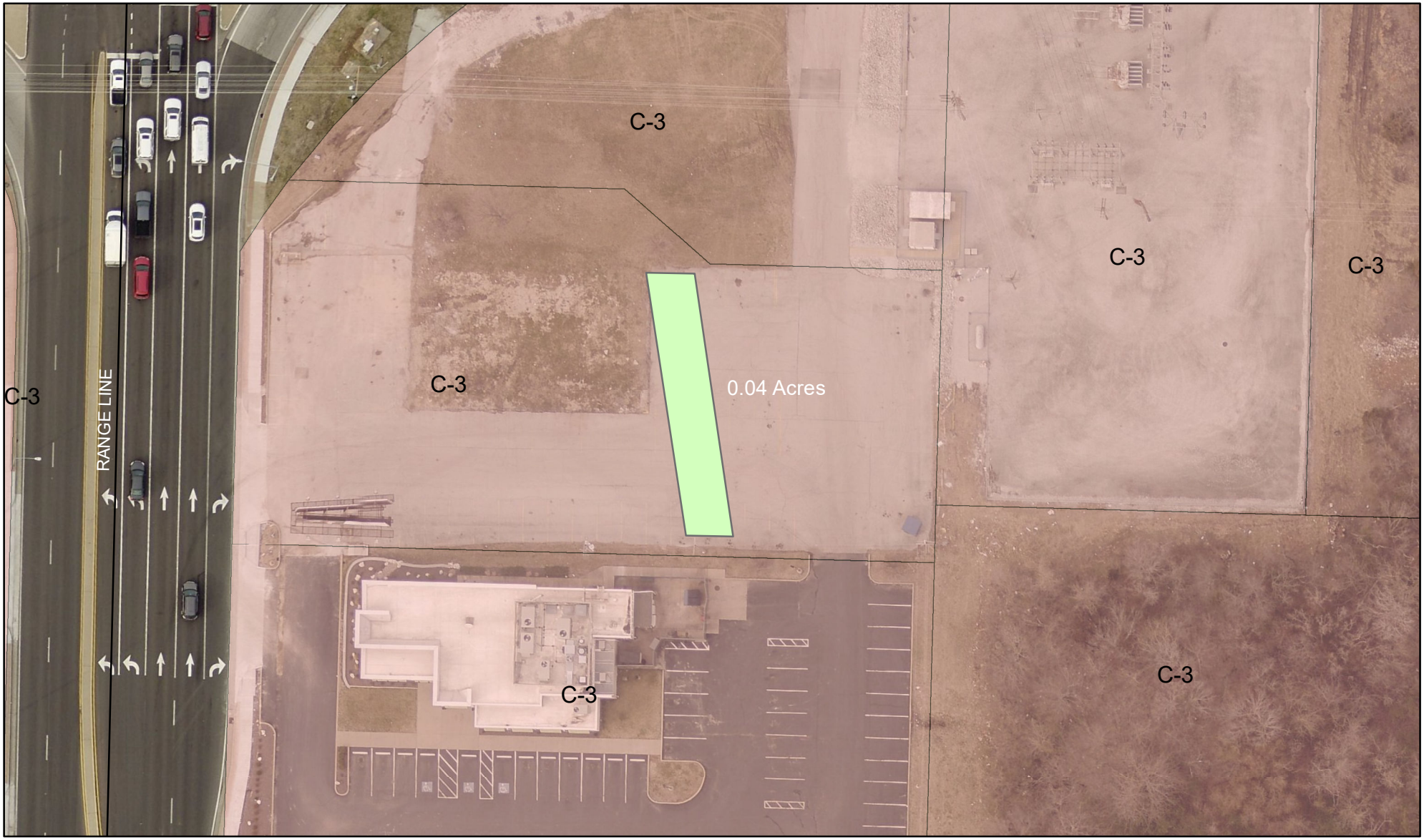


LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	91.27	S08° 51' 32"E
L2	20.81	N82° 45' 13"W
L3	89.14	N08° 51' 47"W
L4	20.33	S88° 32' 13"E

COCHRAN
530A East Independance Dr
Union, Missouri 63084
636-584-0540 (tel.)
636-584-0512 (fax)
mail@cochraneng.com
• Civil Engineering
• Land Surveying
• Architecture
• Site Development
• General Consulting
• Master Planning

DWN. BY	DATE	PROJ. NO.
JMM	07-22-22	18-7522

Case 055-22: Utility Easement Vacation - 3209 S. Range Line Rd. - Driven Brands



3209 S Range Line Rd. - A request to vacate a utility easement - Driven Brands

N

0 25 50 100 150 200 Feet

P & Z Case 055-22
Driven Brands, Inc
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-285 ORDINANCE NO.

AN ORDINANCE providing the vacation of a utility easement lying on property described as 3209 S Range Line Rd., City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a utility easement lying on property the Southeast Corner of S. Range Line Rd. and E. 32nd St. City of Joplin, Jasper County, Missouri described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> A tract of land being part of the northwest quarter of the northwest quarter of section 19, township 27 north, range 32 west, newton county, Missouri more particularly described as follows: Beginning at point being south 88°28'40" East 232.77 feet and South 01°16'36" West 245.19 feet from the northwest corner of said section 19; Thence South 08°51'32" East 91.27 feet to a point; thence South 88°32'13" East 20.33 feet to the point of the beginning, containing 1,804 square feet or 0.04 acres.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2022, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-286 – Zoning District Change

MEETING DATE:
November 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
These payments are included in the FY2021-22 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 057-22: Rezoning – 2323 S. Highview Ave – A request to remove from District M-2 (Heavy Industrial) and include in District C-3 (Commercial) for future commercial development – Jack Frost

BACKGROUND:
The change in zoning will not be detrimental to nearby property. Properties that are directly adjacent contain an existing commercial use, a vacant property and residential use across the right-of-way. While access is limited to a local street, Highview Ave right-of-way exceed the standards width by 10′ for the street classification to accommodate higher volume. This request to rezone to C-3 is along the S. Highview Ave. The Comprehensive Plan does indicate that this is retail commercial corridor.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jack Frost, 15 Quail Ridge, Joplin, Missouri. Mr. Frost proposed to change this facility from industrial to commercial. He stated they sold the property under a commercial listing not an industrial listing. He stated they discovered during a pre-development meeting that this rezoning would need to occur. He stated this is the first step in the process.

PUBLIC COMMENT;
There were none.

RECOMMENDATIONS:
Staff recommends approval for Council Bill 2022-286.
Planning & Zoning Commission recommends approval for Case 057-22 (7 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Case 057-22: Rezoning

2323 S. Highview Ave.-A request to remove from District M-2 (Restricted Industrial) and include in district C-3 (Commercial) for future commercial development-Jack Frost.

Mr. Jack Frost, 15 Quail Ridge, Joplin, Missouri. Mr. Frost proposed to change this facility from industrial to commercial. He stated they sold the property under a commercial listing not an industrial listing. He stated they discovered during a pre-development meeting that this rezoning would need to occur. He stated this is the first step in the process. Mr. Frost made himself available to answer any questions the Commission may have.

Mr. Kimble asked if there were any questions from the Commission on Case 057-22.

There were none.

Mr. Kimble asked if anyone wanted to speak in favor of Case 057-22.

There were none.

Mr. Kimble asked if anyone wanted to speak in opposition of Case 057-22.

There were none.

MR. JACKSON MOVED THAT CASE 057-22 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MS. WARREN SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAYS)

Z&P Meeting: October 10, 2022
City Council Meeting: November 7, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 057-22 A request to remove from District M-2 (Heavy Industrial) and include in District C-3 (Commercial) for future commercial development

LOCATION 2323 S. Highview Ave.

APPLICANT Jack E. Frost

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant Storage	0.86 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	C-3	R-1	R-3-PD
Land Use	Vacant	Commercial	Commercial	Apartments

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Highview Ave.	Local	60′

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The property is located on the western extent, while not on, the South Range Line Corridor. C-3 zoning is appropriate in that context.

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

The current zoning of M-2 is not suitable for the property. The heavy industrial zoning is a conflicting use with the surrounding commercial and residential uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. Properties that are directly adjacent contain an existing commercial use, a vacant property and residential use across the right-of-way. While access is limited to a local street, Highview Ave right-of-way exceed the standards width by 10′ for the street classification to accommodate higher volume.

DISCUSSION

This request to rezone to C-3 is along the S. Highview Ave. The Comprehensive Plan does indicate that this is retail commercial corridor.

Staff recommends approval of Case 057-22.

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.: 057-22
Filing Fee: $550.00
Received: 9/1/22
Date Advertised: _____
Proj. No.: 22-0119
Public Hearing Date: 10-10-2022

Applicant: Jack E. Frost Phone No.: 417-439-5700
Address: 15 Quail Ridge Joplin Mo 64804 Email: jfrost@roperauto.com
Owner: Jack E. Frost Phone No.: 417-439-5700
Address: 15 Quail Ridge Joplin, Mo. 64804 Email: jfrost@roperauto.com
Location of Property: 2323 S. Highview Joplin, Mo. 64804
Present Use of Property: non-used, recent purchase Zoned M-1
Proposed Use of Property: Commercial Business Zoned C-3
Current Zoning: M-1 Requested Zoning: C-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	C3 / open lot	C3
South	C3 / 3 story building	C3
East	C3 / Strip Mall	C3
West	R Duplexes	R

Character of the Neighborhood: _____

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: commercial zoning needed to use building as desired

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: Highview

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:

_____

_____

_____

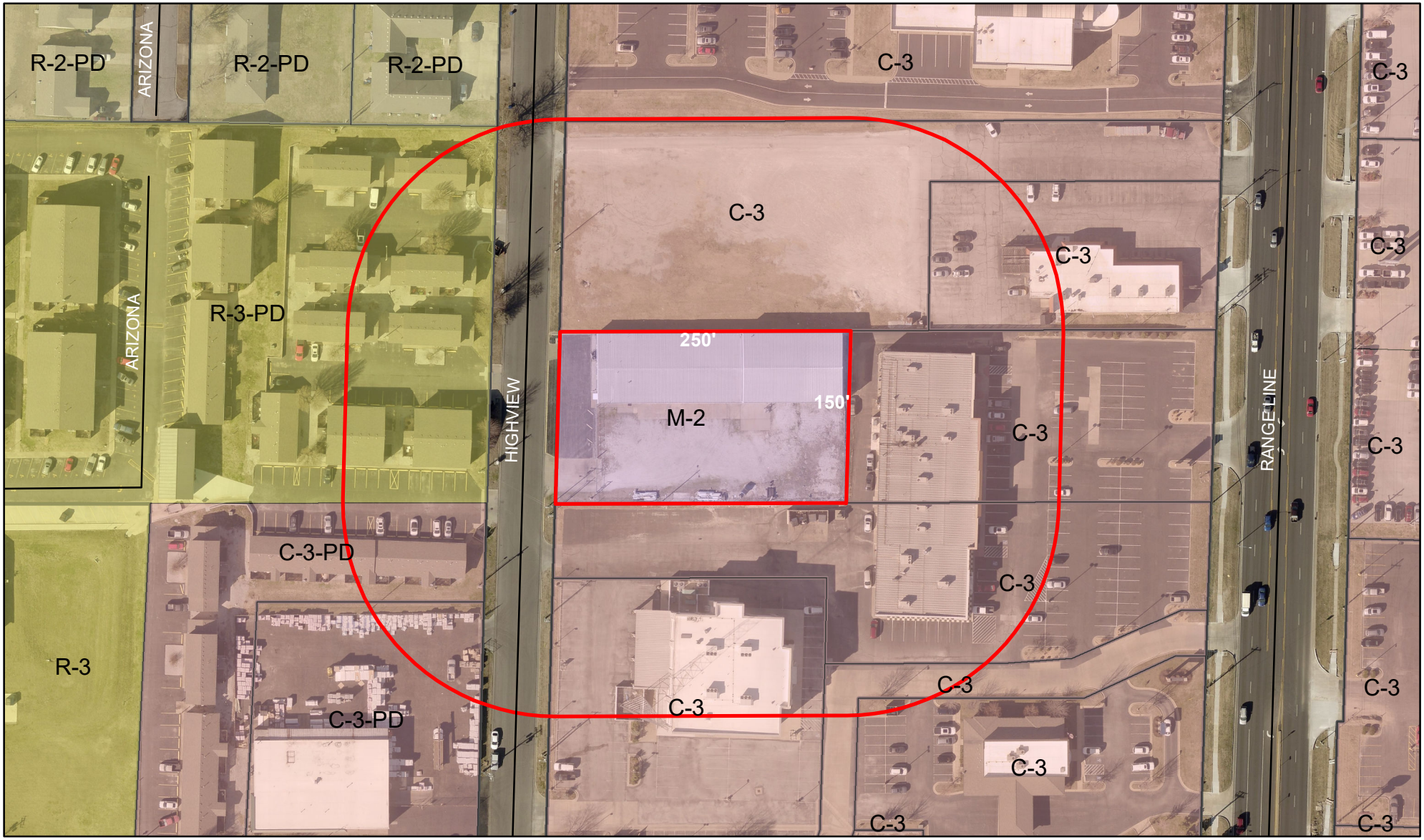
Submission of Documents: The following documents are **required** at time of submission.

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.
☐	☐	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:** 8/31/2022

Case 057-22: Rezoning - 2323 S Highview Ave.



2323 S Highview Ave. - A request to remove from District M-2 (Heavy Industrial) and include in District C-3 (Commercial) for future commercial development - Jack Frost

N

0 50 100 200 300 400 Feet

P & Z Case 057-22
Jack Frost
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-286 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2(Heavy Industrial) and including in District C-3 (Commercial) property as described below and located at 2323 S. Highview Ave., City of Joplin, Jasper County, Missouri.

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

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

All that part of miscellaneous tract 27 in section 13, township 27, range 33, in the City of Joplin, Jasper County, Missouri, described as follows: Commencing at the northeast corner of the southeast quarter (SE1/4) of the northeaster quarter (NE1/4) of said section 13, thence south along the east line of the southeast quarter (SE1/4) of the northeast quarter (NE1/4) 552.40 Feet, thence south 88°12' West 376.62 feet to the true point of beginning, thence south 88°12' West 250 feet to the east right-of-way line of Highview Avenue 150 feet, thence east 250 feet, thence south 150 feet to the point of beginning, except any part thereof taken, deeded or used for road purposes, commonly known as 2323 Highview, Joplin, MO.

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_____, 2022, by a vote of _____.

Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-151 Change Order No. 2 for the Joplin Creek Interceptor Replacement project; and containing an emergency clause

MEETING DATE
November 21, 2022

ORIGINATING DEPT
Public Works

ATTACHMENTS
CB 2022-151 Ordinance; Exhibit Map; Exhibit Photos; Change Order No. 2

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 change order with Rosetta Construction, Inc. for the Joplin Creek Interceptor Replacement project in the amount of One Hundred Thirty-eight Thousand Five Hundred and 00/100 Dollars, ($138,500.00)

BACKGROUND
On October 4, 2021, Council approved a $2,011,734.60 construction contract with Rosetta Construction, Inc. to upsize the smaller of two parallel sanitary sewer trunk lines east of Lone Elm Rd.; refer to the Exhibit Map. As work progressed, some improvements were suggested by City staff to improve the reliability of the system in both dry- and wet-weather conditions. The improvements are contained within this change order, whose major components are as follows: 1) replacement of four existing brick manholes on the larger 42-inch diameter parallel line; 2) replacement of an existing manhole on the 30-inch diameter pipe from the Crossroads Industrial Park; and, 3) removal of the existing junction box on the east side of Lone Elm. The Exhibit Photos show the substandard condition of the manholes in question (which have been partially rebuilt over the years), along with the debris buildup within the junction box near Lone Elm Rd. By approving this change order, the structural integrity of the manholes will be restored, and flows within both trunkline pipes will be improved without the presence of the junction box; reliability of the system is improved, along with reduced maintenance burden. Lastly, 183 calendar days of additional time are being added due primarily to delays in the fabrication and delivery of these larger-than-normal manholes and their castings.

FUNDING SOURCE
The Wastewater Maintenance fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on an Emergency basis being an ordinance

relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, adoption of this Council Bill on an emergency basis is recommended due to the need to safeguard public health from sanitary sewer overflows.

COUNCIL BILL NO. 2022-151 ORDINANCE NO

AN ORDINANCE approving an amendment (Change Order No. 2) to the construction agreement with Rosetta Construction, Inc., in the amount of One Hundred Thirty-eight Thousand Five Hundred and 00/100 Dollars, ($138,500.00) for the Joplin Creek Interceptor Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said amendment to the agreement by and between the City of Joplin and Rosetta Construction, Inc. in the amount of One Hundred Thirty-eight Thousand Five Hundred and 00/100 Dollars, ($138,500.00), a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, adoption of this Council Bill on an emergency basis is recommended due to the need to safeguard public health from sanitary sewer overflows.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

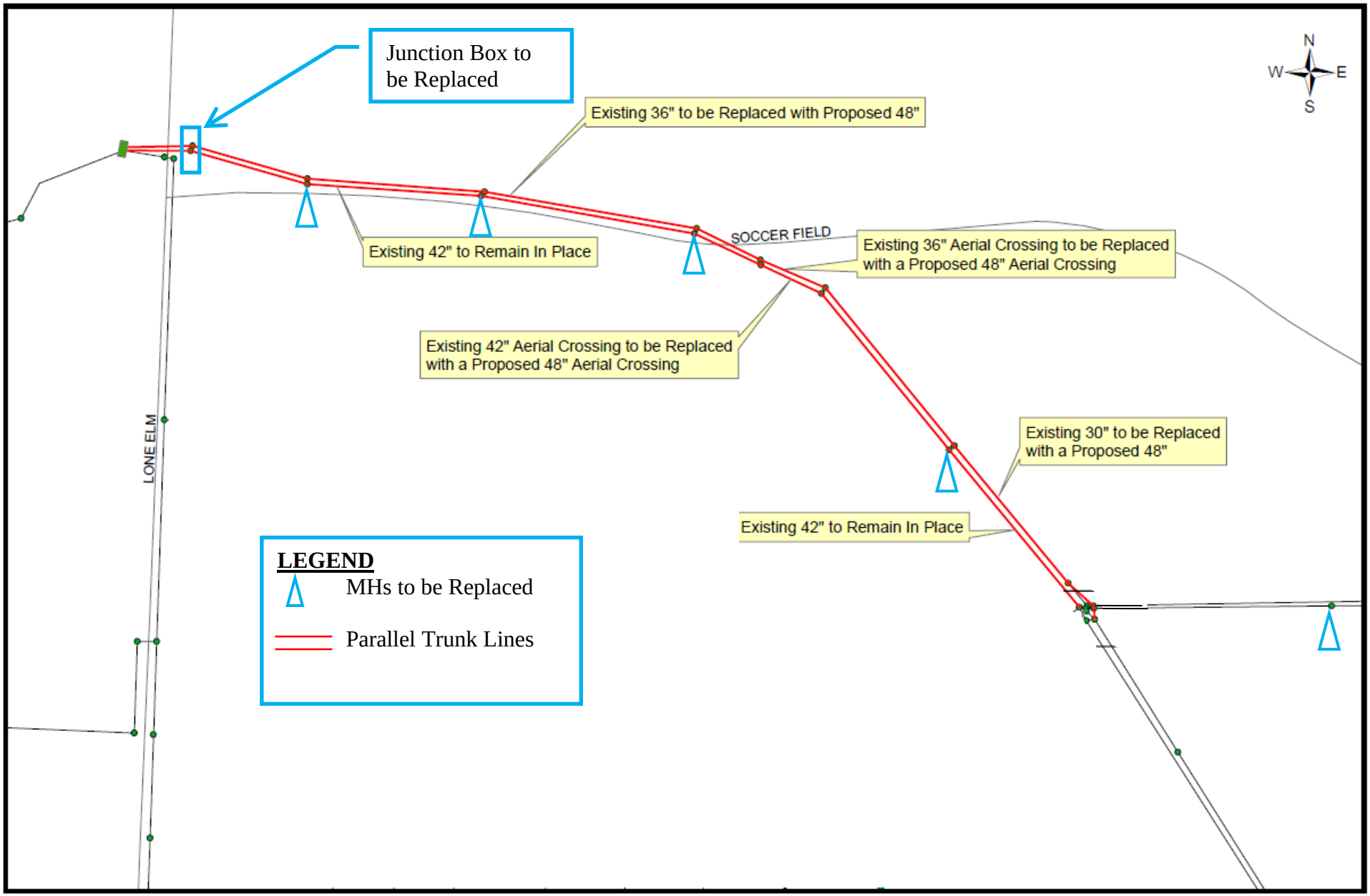
COUNCIL BILL 2022-151

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

_____

Leslie Haase, Director of Finance

COUNCIL BILL NO. 2022-151 EXHIBIT MAP



Existing Brick Manholes to be Replaced



Note the absence of some bricks



City maintenance crews have replaced the top part of these manhole structures, but without the equipment to replace them, the tops have become misaligned with the brick portion of the structures.

Existing Junction Box Near Lone Elm Rd.



North outlet pipe (not shown)

debris builds up in the center of this structure

South outlet pipe (not shown)

CHANGE ORDER 2

Sheet No. 1 of 4

To: Rosetta Construction, LLC
P.O. Box 14024
Springfield, MO 65814

Project: **Joplin Creek Interceptor Replacement**

You are hereby directed to make the following changes from the contract.

❖❖❖

(A) EST. LINE NO.	(B) CONTRACT ITEM NO.	(C) ITEM DESCRIPTION	(D) UNITS PREVIOUSLY PROVIDED FOR	(E) UNITS TO BE CONSTRUCTED	(F) UNITS OVERRUN, UNDERRUN, CONTINGENT	(G) CONTRACT OR AGREED UNIT PRICE	(H) AMOUNT OF OVERRUN OR PLUS CONTINGENT	(I) AMOUNT OF UNDERRUN OR MINUS CONTINGENT
46*	-	72" Diameter Doghouse Manhole	0 EA	4 EA	4 EA	$23,000.00	$92,000.00	-
						TOTALS	$181,500.00	$(43,000.00)

*Denotes new contract item

Original Contract Completion Date: 1 October 2022
Revised Contract Completion Date (Change Order No. 2): 1 April 2023

3. Cost Justification for items not bid in contract:

Item 43 – Additional Cutting and Welding to Remove Mid-Span Joint from Aerial Crossing: The lump sum price provided for the additional 48" diameter steel pipe cuts and welds can be justified on an hourly work and materials cost basis. It is estimated that each cut and beveling took two laborers approximately 5 hours for a total of 20 man-hours. Each weld took approximately 5 hours for a total of 10 man-hours. An operator with a machine was used for approximately 4 hours to move the pipe. Utilizing unit prices from the recently bid Rehabilitation Toolbox for hourly labor and machine costs ($155/HR for Laborer with Hand Tools and $255/HR for Operator and Machine) yields the following: 30 HR x $155/HR + 4 HR x $255/HR = $4,230. Welding rods, cutting blades, grinding wheels, and additional steel pipe coating application cost approximately $1,500. This total of $7,170 is within a reasonable range of the lump sum price of $7,500.

Item 44 – Removal of Existing Junction Box #2: In order to remove the junction box, it was necessary to install approximately 20' of 42" diameter closed profile PVC pipe and make two connections to the existing 42" diameter concrete pipe on the south/west parallel line. An additional 10 LF of 48" diameter pipe was required to span the width of the box on the north/east parallel line. The as-bid unit price for similar size and type pipe and trenching (48" diameter) is $416/LF x 30 LF = $12,480. The as-bid price for the demolition and removal of Junction Box #3 is $5,250, which can be applied to the demolition and removal of Junction Box #2. However, Junction Box #2 had to be cut up and removed in pieces to maintain flow. First, the top had to be removed. Then, the south half of the box was cut away and removed. The labor for this work was approximately $10,000. Associated with this work was diverting flow through the box which required building a temporary diversion wall in the box. At this point the south line could be cut in two places and tied together with new PVC. This work cost approximately $15,000. At the time the decision was made to remove the junction box the new precast top (Bid Item No. 25) had already been made and was delivered to the site shortly thereafter. While some of this cost is offset by the removal of Bid Item No. 25 from the contract, there is a cost of approximately $10,000 associated with the fabrication, delivery, and removal/disposal of this precast box top that the Contractor has incurred. Two 48" connection boots are also non-returnable at a cost of $1,746/EA. This total comes to $56,222 which is within 7% of the lump sum price of $60,000 and is considered reasonable.

Item 45 – 60" Diameter Doghouse Manhole: The $22,000 unit price provided for the installation of a 60" diameter doghouse manhole (6.5' deep) is generally comparable to Rosetta's as-bid lump sum price of $20,000 ($23,296 average price for 3 bidders) for Bid Item No. 21 which is a 72" diameter, approximately 10' deep manhole replacement. The slight price increase can be attributed to materials, delivery, and labor cost increases in the last year since this project was bid. When compared in price to other similar size manhole installations, consideration is given to the additional cost incurred by exposing this manhole. Typically, the price for a manhole is lower since a lot of the digging cost is included in the pipe trenching leading up to the manhole. Considering the man and machine hours involved in carefully exposing and removing the old manhole, replacing any damaged concrete pipe, and setting the new manhole, yields an approximate cost of $5,000. An additional cost factor is re-mobilization of crews and equipment as the original contract will be complete several months prior to the installation of the 60" diameter doghouse manhole. It is estimated the cost of re-mobilization is $5,000. One final factor is bypassing flows while installing this manhole. This 60" diameter manhole is located on the Crossroads Parallel Interceptor, east of

the Soccer Field Junction Box and the rest of the Joplin Creek project. The nearest pipe interconnection is approximately ¼ of a mile to the east, across railroad tracks, west of Main Street. Since this is a more difficult to access setup than the one currently being used to bypass flows, additional cost will be incurred by the Contractor. Accounting for all these factors, the $22,000 unit price is considered reasonable.

Item 46 – 72" Diameter Doghouse Manhole: The $23,000 unit price provided for the installation of a 72" diameter doghouse manhole (average 8.8' deep) is generally comparable to the as-bid lump sum price of $20,000 ($23,296 average price for 3 bidders) for Bid Item No. 21 which is a 72" diameter, approximately 10' deep manhole replacement. The slight price increase can be attributed to materials, delivery, and labor cost increases in the last year since this project was bid. When compared in price to other similar size manhole installations, consideration is given to the additional cost incurred by exposing these manholes. Typically, the price for a manhole is lower since a lot of the digging cost is included in the pipe trenching leading up to the manhole. Considering the man and machine hours involved in carefully exposing and removing the old manhole, replacing any damaged concrete pipe, and setting the new manhole, yields an approximate cost of $5,000. Accounting for all these factors, the $23,000 unit price is considered reasonable.

4. Other City Departments Consulted:

_____ Date_____
Name

_____
Department / Title

_____ Date_____
Name

_____
Department / Title

_____ Date_____
Name

_____
Department / Title

5. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT	-	$2,011,734.60	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER	$138,500.00	-	**Rosetta Construction, LLC**
3. OVERRUN PREVIOUS	$(16,132.50)	-	
4. TOTAL OVERRUN TO DATE	$122,367.50	$122,367.50	By: _____
5. REVISED CONTRACT AMOUNT		**$2,134,102.10**	Date: _____
PERCENTAGE OF ORIGINAL CONTRACT	-	6.1%	

_____ _____
CONSULTING ENGINEER DATE

FOR CITY OF JOPLIN USE:

Emergency Provisions of Change Order Policy Used YES □ NO □ Date approved _____

Reason for Emergency and description of work approved (Check all that apply):

□ Protection of Public Health and Safety _____

□ Avoid Contractor and Project Delays _____

□ Impact to Other Improvement Projects _____

□ Other _____

_____ _____ _____ _____
APPROVAL PROJECT MANAGER DATE APPROVAL SUPERVISOR / ENGINEERING REVIEWER DATE

_____ _____
APPROVAL OF DEPARTMENT HEAD DATE

WHEN REQUIRED BY THE CITY'S CHANGE ORDER POLICY, THE FOLLOWING SIGNATURES ARE MANDATORY:

_____ _____ _____ _____
* DIRECTOR OF FINANCE DATE * CITY MANAGER DATE

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-155: Operating Assistance Grant Agreement.

MEETING DATE
November 21, 2022

ORIGINATING DEPARTMENT
Public Works - Operations

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

ATTACHMENTS
Council Bill No. 2022-155; Agreement from Missouri Highways and Transportation Commission.

SUMMARY
Approval of an Ordinance authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for State funds of Fifty-Four thousand Six hundred Eighty-Four dollars and no/100 ($54,684.00) to be used for operating assistance for the Metro Area Public Transit System (MAPS) and containing an emergency clause.

BACKGROUND
The City of Joplin has operated the Metro Area Public Transit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the Metropolitan Planning Organization (MPO) and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin.

DISCUSSION
MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other communities in the MPO. Additionally, the Federal Transit Administration (FTA) reimburses the City for capital and operational expenses at 80% and 50% respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. The State is offering $54,684.00 in grant funds during the period of July 1, 2022, to June 30, 2023.

RECOMMENDATION
City staff recommends approval of Council Bill 2022-155 to accept a MODOT Grant and be approved on an emergency basis per Section 2.12 (4) of the Joplin City Charter.

COUNCIL BILL NO. 2022-155 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS); and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That an agreement by and between the City of Joplin and the Missouri Highways and Transportation Commission for state funds in the amount of Fifty-Four Thousand Six Hundred Eighty-Four dollars and No Cents ($54,684) to be used for operating assistance for the Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That the City of Joplin, Missouri, understands that the grant funds do not require a local match.

Section 4. That this Ordinance is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and shall be in full force and effect immediately after its passage and approval. Specifically, this Council Bill needs approved so grant funds can be drawn down.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2022, by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CCO Form: MO79
Approved: 06/96 (RMH)
Revised: 03/17 (MWH)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PUBLIC TRANSIT OPERATING
ASSISTANCE GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Fund and to set forth the conditions upon which the assistance will be provided;

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

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Missouri State Transit Assistance Application" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of **fifty-four thousand six hundred eighty-four dollars** ($54,684.00) during the period from July 1, 2022, to June 30, 2023.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

Draft Copy

(C) At any time during or after the grant period provided in this Agreement, the Commission may inspect, copy and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

Draft Copy

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or

Draft Copy

has been, in violation of any of the terms of this Agreement.

(10) COMMISSION'S REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(11) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq*.); and with every applicable provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq*.).

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

(15) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment or supplemental agreement signed and approved by the duly authorized representatives of the Grantee and the Commission.

(16) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(17) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part

Draft Copy

of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(18) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Grantee:
City of Joplin
123 S. Main
Joplin, MO 64801
Facsimile No.:417-625-4747

(B) To the Commission:
Missouri Department of Transportation
105 W. Capitol Ave.
Jefferson City, MO 65102
Facsimile No.:573-751-6555

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

[Remainder of page intentionally left blank.]

Draft Copy

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2022-288

MEETING DATE:
November 21, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Request for the abatement of ad valorem taxes on improvements made to real property located at 906 through 912 S. Main St.

BACKGROUND:
The attached Council Bill states that the City Council has reviewed the redevelopment plan for the construction of a new downtown building addressed as 906 and 912 S. Main St. (Moss-DeGraff Building). The proposed redevelopment project was recommended for approval by the Joplin Redevelopment Corporation (JRC), Inc., at a public meeting on November 8, 2022. 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 properties proposed to be redeveloped are part of 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. Approval of the redevelopment plan will allow the owners to receive a tax abatement on the property conditioned upon their investment and improvements to the property.

Brad DeGraff and Kate Moss-DeGraff are the property owners. They are constructing a new building on vacant property that was the former location of the Raines Brothers Building. The Raines Brothers Building fell into disrepair and became a dangerous building that was demolished by the city. The new property owners want to construct a mixed-use building containing loft apartments and commercial retail/office space on the first floor. Savings accrued from the ad-valorem tax abatement will be reinvested into the construction project.

The property owners are investing approximately $3.4 million (not including property purchase) into the project. The Joplin Redevelopment Corporation is recommending 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 $544,625. The owners currently pay approximately $446 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 jurisdictions.

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. 2022-288. That this Ordinance, dealing with the ordinance setting any tax rate or assessment, is an emergency within the meaning of Section 2.12(5) of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall be in full force and effect immediately from and after its adoption and approval.

ATTACHMENTS

Council Bill No. 2022-288, Abatement Application, Redevelopment Plan (Exhibit A), Legal Description (Exhibit B)

Katherine M. DeGraff

321 Virginia Avenue Joplin, MO 64801

kate@kmguru.com

Joplin City, JRC, and City Council:

Please find the enclosed application for property tax abatement via the Chapter 353 program.

The proposed project will take place on the 9th block of Main Street in Joplin, MO. The addresses are: 906 Main Street, 912 Main Street, and 914 Main Street. The current land is vacant, and we will build new - to provide commercial and residential space.

To our knowledge, the property was the Rains Brothers Building, which was constructed in 1902. It housed Miner's Hardware Company (906-908 Main Street).

Rains Brothers Building, also known as **Miner's Hardware Company** and **Roosevelt Hotel**, was a historic commercial building located at Joplin, Jasper County, Missouri. It was built in 1900–1901, and was a three-story, three bay, two-part commercial building with Renaissance Revival style detailing.[2]:2 It was destroyed by fire on March 1, 2012.[3]

It was listed on the National Register of Historic Places in 1990.[1] It was located in the Main and Eighth Streets Historic District.

Source: https://en.wikipedia.org/wiki/Rains_Brothers_Building

With the new construction, I plan to build two buildings with a large courtyard in between. Each building will have two commercial spaces on the street/main level floor, and three residential loft apartments on the 2nd/top floor.

The addition of new commercial spaces for working tenants, and the increase in client traffic will bring much new and exciting professional energy to downtown, as well as increase the job market.

The residential lofts/apartments will add new addition to the commerce of restaurants, bars, nightlife, social events, and shops. This will benefit everyone who works, lives, and travels to downtown Joplin.

I am currently requesting 10 years at 100% of improvements abated via Chapter 353, and another 15 at 50%.

Thank you kindly for your consideration, and with your help I hope to be able to continue to invest in downtown Joplin's growth.

Project Overview

Construct two new buildings to house two commercial spaces each, as well as three residential spaces each.

Project Mission Statement

The Moss DeGraff Building will provide additional jobs, commerce, residential living areas for new tenants to occupy, and add to the already existing growing energy of downtown Joplin.

Expected Customer Base

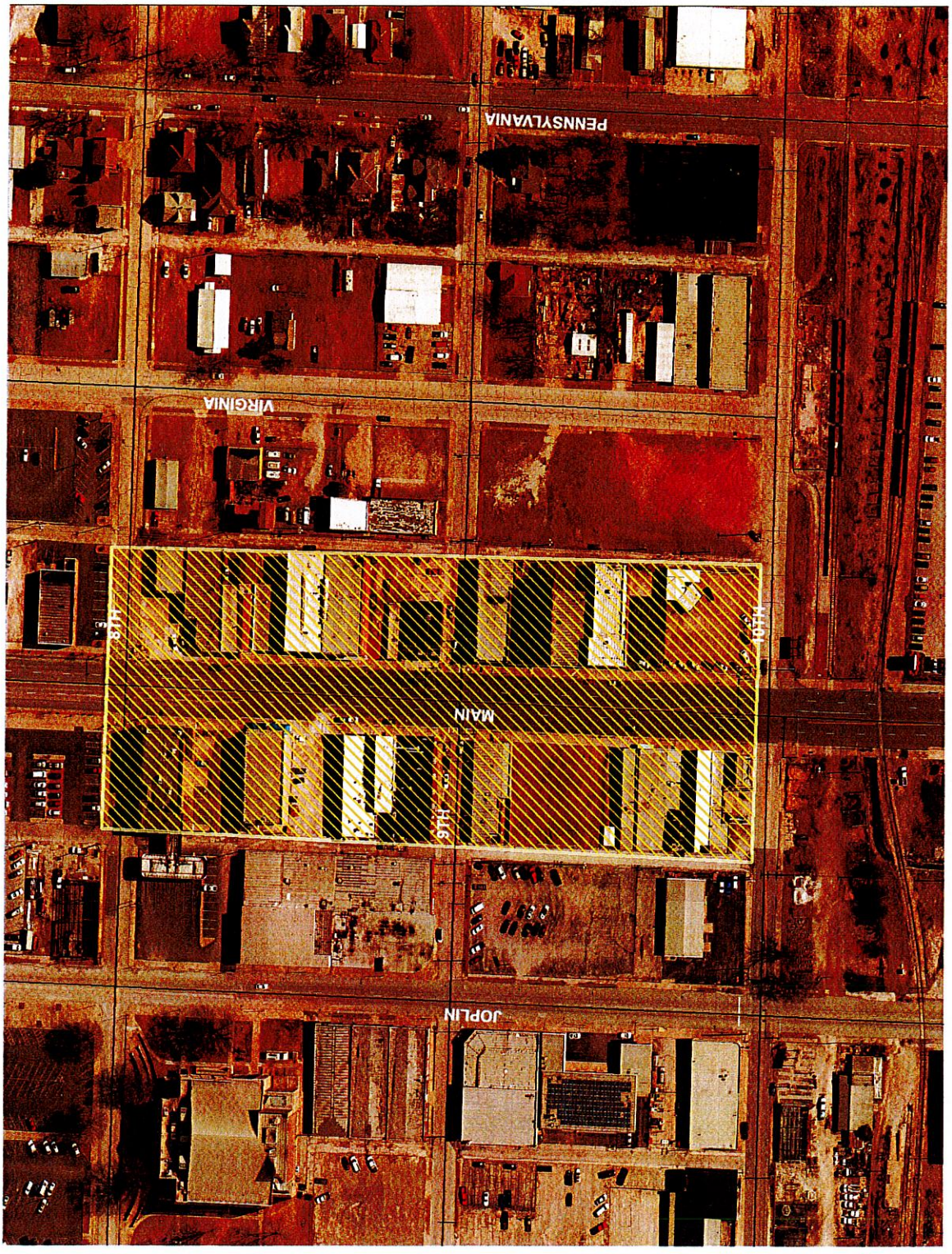
New additions to downtown, and more specifically blocks away from the 9th block of downtown Joplin may include - The Cornell Complex, which will house Spiva Center for the Arts, as well as the relocation of Souls Harbor. With this expansion, there will be more of demand than ever before in recent years for downtown living.

Project Description

The project timeline is projected for two years, with a construction start date of January 1, 2022.

Photographs

Please see below.


PENNSYLVANIA
VIRGINIA
MAIN
JOPLIN


Pub


The Future Home of KM Guru Marketing and the
Moss-DeGraff Building
Commercial & Residential Space Coming Soon
MossDeGraffBuilding.com
Guru
Marketing






MOSS DEGRAFF BUILDING 2020


MOSS DEGRAFF BUILDING 2020



Moss-DeGraff Building Estimated Project Costs

General Contracting	$1,500,000
Contingency	$500,000
Property Purchase	$ 27,500
Title Clearance	$1,500
Debt Service	$1,400,000
TOTAL	$3,429,000

Commercial property is double net

	2022	2023	2024	2025	2026	2027
Gross Resedential Rent	$0	$27,000	$55,080	$55,080	$57,305	$57,305
Gross Commercaial Rent	$0	$15,000	$60,000	$60,000	$60,000	$60,000
GROSS INCOME	$0	$42,000	$115,080	$115,080	$117,305	$117,305
Vacancy Resedential (8%)	$0	($2,160)	($4,406)	($4,406)	($4,584)	($4,584)
Vacancy Commercial (10%)	$0	($1,500)	($6,000)	($6,000)	($6,000)	($6,000)
EFFECTIVE GROSS RENT	$0	$38,340	$104,674	$104,674	$106,721	$106,721
Operating Expenses	($3,750)	($59,812)	($54,812)	($54,065)	($54,267)	($55,568)
NET OPERATING INCOME	($3,750)	($21,472)	$49,862	$50,608	$52,453	$51,152
Debt Service	($80,000)	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)
CASH FLOW	($83,750)	($137,446)	($66,113)	($65,366)	($63,521)	($64,822)
OPERATING EXPENSES						
Property Taxes(no Abatement)	$1,250	$27,312	$27,312	$28,415	$28,415	$29,563
Insurance	$500	$5,000	$5,000	$5,000	$5,202	$5,202
Maintenance/Repairs	$1,000	$15,000	$10,000	$8,000	$8,000	$8,000
Utilities	$0	$7,500	$7,500	$7,650	$7,650	$7,803
Reserves/Misc.	$1,000	$5,000	$5,000	$5,000	$5,000	$5,000
TOTAL OPERATING EXPENSES	$3,750	$59,812	$54,812	$54,065	$54,267	$55,568

3 Resedential Units @ $1500 per unit starting 2023 and a 2 year lease. Adjusted for inflation(2%per year) every 2 years
2 Commercial Units @ $2500 per unit starting 2023 and a 5 year lease. Adjusted for inflation(2%per year) every 5 years

Total estimated Tax Abatemnet over first 10 years $265,347

Total estimated Tax Abatemenet for last 15 years $279,278.96

	2028	2029	2030	2031	2032	2033	2034
Gross Resedential Rent	$59,620	$59,620	$62,029	$62,029	$64,535	$64,535	$67,142
Gross Commercaial Rent	$66,245	$66,245	$66,245	$66,245	$66,245	$73,140	$73,140
GROSS INCOME	$125,865	$125,865	$128,274	$128,274	$130,780	$137,675	$140,282
Vacancy Resedential (8%)	($4,770)	($4,770)	($4,962)	($4,962)	($5,163)	($5,163)	($5,371)
Vacancy Commercial (10%)	($6,624)	($6,624)	($6,624)	($6,624)	($6,624)	($7,314)	($7,314)
EFFECTIVE GROSS RENT	$114,471	$114,471	$116,687	$116,687	$118,993	$125,198	$127,597
Operating Expenses	($55,935)	($54,451)	($54,669)	($56,246)	($54,974)	($57,115)	($57,351)
NET OPERATING INCOME	$58,536	$60,021	$62,018	$60,441	$64,019	$68,083	$70,245
Debt Service	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)
CASH FLOW	($57,438)	($55,954)	($53,956)	($55,533)	($51,955)	($47,891)	($45,729)
OPERATING EXPENSES							
Property Taxes(no Abatement)	$29,563	$30,758	$30,758	$32,000	$32,000	$33,293	$33,293
Insurance	$5,412	$5,412	$5,631	$5,631	$5,858	$5,858	$6,095
Maintenance/Repairs	$8,000	$5,000	$5,000	$5,000	$3,500	$4,000	$4,000
Utilities	$7,959	$8,281	$8,281	$8,615	$8,615	$8,963	$8,963
Reserves/Misc.	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
TOTAL OPERATING EXPENSES	$55,935	$54,451	$54,669	$56,246	$54,974	$57,115	$57,351

6 Resedential Units @ $1500 per unit starting 2023 and a 2 year lease. Adjusted for inflation(2%per year) every 2 years
4 Commercial Units @ $2500 per unit starting 2023 and a 5 year lease. Adjusted for inflation(2%per year) every 5 years

	2035	2036	2037	2038	2039	2040	2041	2042
Gross Resedential Rent	$67,142	$69,855	$69,855	$72,677	$72,677	$75,613	$75,613	$78,668
Gross Commercaial Rent	$73,140	$73,140	$73,140	$80,752	$80,752	$80,752	$80,752	$80,752
GROSS INCOME	$140,282	$142,994	$142,994	$153,429	$153,429	$156,365	$156,365	$159,420
Vacancy Resedential (8%)	($5,371)	($5,588)	($5,588)	($5,814)	($5,814)	($6,049)	($6,049)	($6,293)
Vacancy Commercial (10%)	($7,314)	($7,314)	($7,314)	($8,075)	($8,075)	($8,075)	($8,075)	($8,075)
EFFECTIVE GROSS RENT	$127,597	$130,092	$130,092	$139,540	$139,540	$142,241	$142,241	$145,051
Operating Expenses	($59,558)	($59,805)	($62,081)	($62,337)	($64,685)	($64,951)	($67,374)	($67,651)
NET OPERATING INCOME	$68,038	$70,287	$68,011	$77,203	$74,855	$77,289	$74,867	$77,400
Debt Service	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)	($115,974)
CASH FLOW	($47,936)	($45,687)	($47,963)	($38,772)	($41,120)	($38,685)	($41,107)	($38,574)
OPERATING EXPENSES								
Property Taxes(no Abatement)	$34,638	$34,638	$36,038	$36,038	$37,494	$37,494	$39,008	$39,008
Insurance	$6,095	$6,341	$6,341	$6,597	$6,597	$6,864	$6,864	$7,141
Maintenance/Repairs	$4,500	$4,500	$5,000	$5,000	$5,500	$5,500	$6,000	$6,000
Utilities	$9,325	$9,325	$9,702	$9,702	$10,094	$10,094	$10,502	$10,502
Reserves/Misc.	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
TOTAL OPERATING EXPENSES	$59,558	$59,805	$62,081	$62,337	$64,685	$64,951	$67,374	$67,651

6 Resedential Units @ $1500 per unit starting 2023 and a 2 year lease. Adjusted for inflation(2%per year) every 2 years
4 Commercial Units @ $2500 per unit starting 2023 and a 5 year lease. Adjusted for inflation(2%per year) every 5 years

	2043	2044	2045	2046
Gross Resedential Rent	$78,668	$81,846	$81,846	$85,153
Gross Commercaial Rent	$89,157	$89,157	$89,157	$89,157
GROSS INCOME	$167,825	$171,003	$171,003	$174,309
Vacancy Resedential (8%)	($6,293)	($6,548)	($6,548)	($6,812)
Vacancy Commercial (10%)	($8,916)	($8,916)	($8,916)	($8,916)
EFFECTIVE GROSS RENT	$152,616	$155,539	$155,539	$158,582
Operating Expenses	($70,152)	($70,440)	($73,021)	($73,321)
NET OPERATING INCOME	$82,464	$85,099	$82,518	$85,260
Debt Service	($115,974)	($115,974)	($115,974)	($115,974)
CASH FLOW	($33,510)	($30,875)	($33,456)	($30,714)
OPERATING EXPENSES				
Property Taxes(no Abatement)	$40,584	$40,584	$42,224	$42,224
Insurance	$7,141	$7,430	$7,430	$7,730
Maintenance/Repairs	$6,500	$6,500	$7,000	$7,000
Utilities	$10,926	$10,926	$11,367	$11,367
Reserves/Misc.	$5,000	$5,000	$5,000	$5,000
TOTAL OPERATING EXPENSES	$70,152	$70,440	$73,021	$73,321

3 Resedential Units @ $1500 per unit starting 2023 and a 2 year lease. Adjusted for inflation(2%per year) every 2 years
2 Commercial Units @ $2500 per unit starting 2023 and a 5 year lease. Adjusted for inflation(2%per year) every 5 years

TAX IMPACT STATEMENT
Estimate of 353 Redevelopment Impact on Local Taxes

Tax Levy by District	Levy 2020 (per $100)	2020 Assessed Value	2020 Tax
State	0.03	$ 7,830.00	$ 2.35
County	0.1061	$ 7,830.00	$ 8.31
SHFL	0.087	$ 7,830.00	$ 6.81
Mental Health	0.087	$ 7,830.00	$ 6.81
R8	3.6964	$ 7,830.00	$ 289.43
JORD	0.2284	$ 7,830.00	$ 17.88
CJOP	0.4351	$ 7,830.00	$ 34.07
SRTX	1.02	$ 7,830.00	$ 79.87
Total Annual			**$ 445.53**

Tax Levy by District	Estimated Assessed Value 2022 (assuming fair markt value of $1.5Million)	Annual Estimated Taxes (post development) 2022	Estimated Annual Tax Abatement 2022-2031 (100% for 10 years) adjusted for inflation	Estimated Annual Tax Abatement 2032-2046 (50% for 15 years) adjusted for inflation	Estimated Total Tax Abatement 2022-2046
	$480,000				
State		$144	$1,327	$1,396	$2,723
County		$509	$4,776	$5,027	$9,803
SHFL		$418	$3,980	$4,189	$8,169
Mental Health		$418	$3,980	$4,189	$8,169
R8		$17,742.72	$172,476	$181,531	$354,007
JORD		$1,096.32	$10,614	$11,171	$21,785
CJOP		$2,088.48	$21,228	$22,342	$43,570
SRTX		$4,896.00	$47,762	$50,270	$98,033
Total per time period		**$27,312**	**$265,347**	**$279,279**	**$544,626**

25 Year Scenarios

1. No abatement/No development results in a tax levy of $11,138.25
2. Abatement/Development results in a tax levy of $283,734.26

EXHIBIT A

PATTERSON LATIMER JONES
BRANNON DENHAM INCORPORATED
ARCHITECTS
111 W. 3rd, Joplin, Missouri 64801
Phone: 417-624-4004 Fax 417-624-4022

Project: A New Office Building for KM Guru Marketing
906 S. Main
Joplin, MO 64801

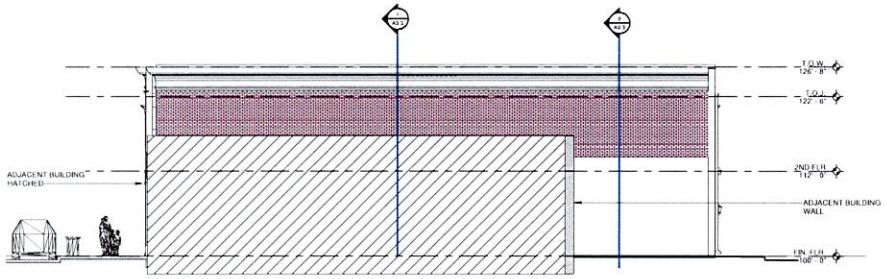
This site contained three structures that fell into disrepair due to lack of maintenance, vandalism and severe fire damage. They were consequently demolished. The original buildings were mixed use with commercial spaces on the lower floors and residential on the upper floors. The proposed new building will be providing similar use.

The proposed project is planned as a phased sequence with Phase One including an approximately 50'x80' commercial building with a second story loft apartment on the north side of the property. This phase would also include a 24'x80' open courtyard and a 12 space parking lot.

Phase two will complete the site with a 50'x80' commercial building with a second story loft apartment on the south side of the property.

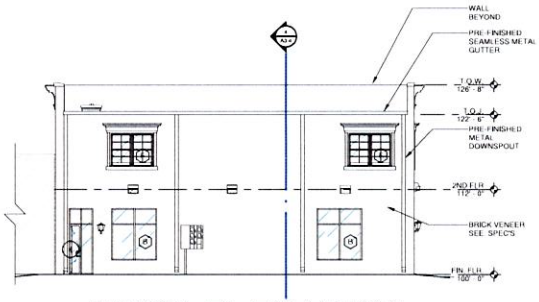
The design of the new building pays respect to the historic district by utilizing similar materials, scale and massing. By limiting the height to two stories, the proposed new building will not dominate the surrounding buildings. The design features try to capture the turn of the century nature of the surrounding buildings and preserving the neighborhood's historic character while not creating an artificial historic building.

The owner/developer will occupy part of the first floor. There will be an additional commercial lease space on the first floor. The second floor will include 3 loft apartments.



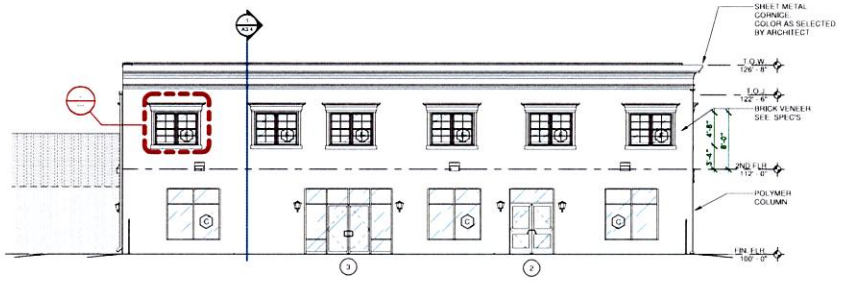
NORTH ELEVATION

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



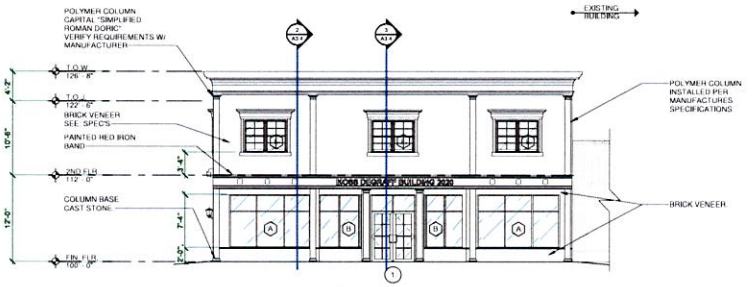
WEST ELEVATION

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



SOUTH ELEVATION

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



EAST ELEVATION

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

PJBD ARCHITECTS
PATTERSON LATIMER JONES BRANNON DENHAM
Phone: 417-624-4004
Fax: 417-624-4022
E-mail: contact@pjbd.com

Consultant
WESLEY SMITH ASSOCIATES, LLC
5208 East 109th Place
Tulsa, OK 74137
Phone: 918-520-8773
E-mail: wsa@wsa1.us

Consultant
Tappana Ondrick
Structural Engineers
1968 S. Hall St.
Webb City, MO 64870
Phone: 417-673-0463

Consultant

A New Office Building For KM Guru Marketing Joplin, Jasper County, Missouri

KM Guru Marketing
908 S. Main St.
Joplin, MO 64801

E. Kyle Denham
ARCHITECT A-5742

DATE
AUGUST, 2021

DRAWN BY:	CHECKED BY:
LEW	KD

REVISIONS

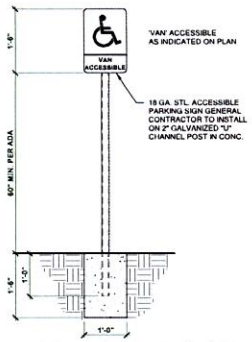
PROJECT NUMBER
07-2019-02

EXTERIOR ELEVATIONS

SHEET NUMBER

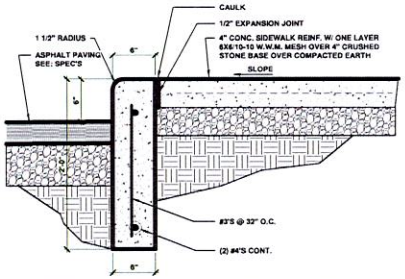
A3.1

11/12/2021 9:39:59 AM



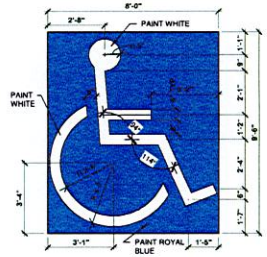
ACCESSIBLE SIGN DETAIL

SCALE 3/4" = 1'-0" (4 / A1.0)



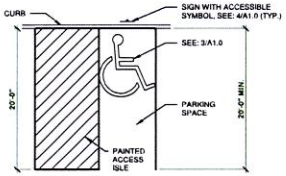
CURB & WALK SECTION

SCALE 1 1/2" = 1'-0" (5 / A1.0)



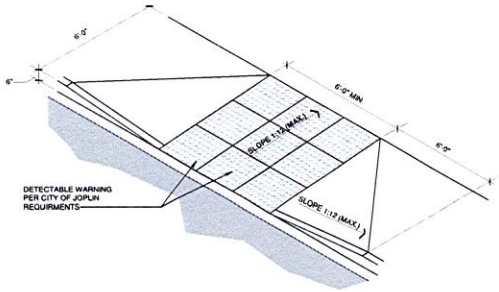
PARKING MARKER

SCALE 3/8" = 1'-0" (3 / A1.0)



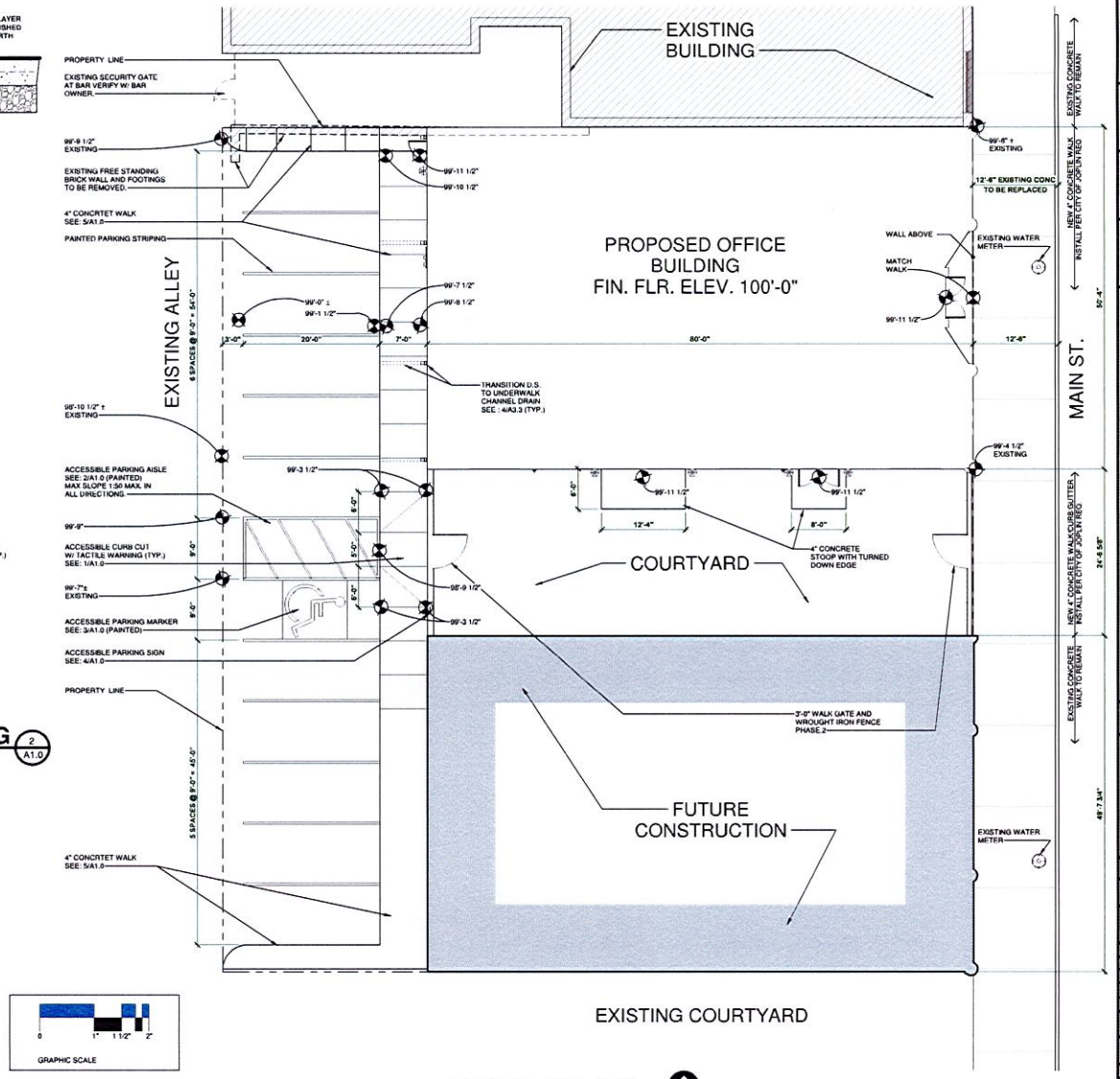
ACCESSIBLE PARKING

SCALE 1/8" = 1'-0" (2 / A1.0)



ACCESSIBLE CURB CUT

SCALE 3/8" = 1'-0" (1 / A1.0)



SITE PLAN

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

GRAPHIC SCALE 0 1" 1 1/2" 2"

PATTERSON LATIMER JONES BRANNON DENHAM
ARCHITECTURAL CORPORATION #00874
111 W. 3RD JOPLIN, MISSOURI 64801
Phone: 417-624-4004
Fax: 417-624-4022
E-mail: curtact@pljd.com

Consultant
WESLEY SMITH ASSOCIATES, LLC
5208 East 109th Place
Tulsa, OK 74137
Phone: 918-520-8773
E-mail: wsa@wsa1.us

Consultant
Tappana Chdnck
Structural Engineers
1968 S. Hall St.
Weslo City, MO 64870
Phone: 417-673-0463

Consultant

Kiki Guru Marketing
906 S. Main St.
Joplin, MO 64801

STATE OF MISSOURI REGISTERED ARCHITECT E. KYLE DENHAM NUMBER A-5742

E. Kyle Denham

E. Kyle Denham
ARCHITECT A-5742

DATE
MAY, 2021

DRAWN BY:	CHECKED BY:
LEW	KD

REVISIONS

PROJECT NUMBER
07-2019-02

SHEET NUMBER
A1.0

A New Office Building For KM Guru Marketing Joplin, Jasper County, Missouri

SITE PLAN

5/27/2021 4:32:28 PM

COUNCIL BILL NO. 2022-288 ORDINANCE NO.

AN ORDINANCE approving the Redevelopment Plans for properties known as the Moss-DeGraff Building located at 906 S. Main St. through 912 S. Main St.; by Brad DeGraff and Kate Moss-DeGraff 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 properties located at 906 S. Main St. through 912 S. Main St., 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, 2023 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2033 ; 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; and containing an emergency clause.

WHEREAS, after having a public hearing upon the same on August 6, 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 Plans for the Moss-DeGraff Building, and recommended the granting of the tax abatements as described herein, at its meeting on the 8th day of November 2022 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 Moss-DeGraff Redevelopment Plans approved by the Joplin Redevelopment Corporation, Inc., on November 8, 2022; 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 Moss-DeGraff Building, located at 906 South Main Street through 912 South Main Street, 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, 2023, and continuing to and ending after December 31, 2032, 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, 2033 and ending after December 31, 2047 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. That this Ordinance, dealing with the ordinance setting any tax rate or assessment, is an emergency within the meaning of Section 2.12(5) of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___day of _____, 2022, by a____vote.

ATTEST: Douglas Lawson, Mayor

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter Edwards, City Attorney

EXHIBIT B

LEGAL DESCRIPTION:

THE NORTH ONE-HALF (½) OF LOT NUMBERED TWENTY-EIGHT (28) AND ALL OF LOT NUMBERED TWENTY-NINE (29) IN BYERS AND MURPHY'S ADDITION TO MURPHYSBURG, NOW A PART OF THE CITY OF JOPLIN JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-538 – Approving the Revised Salary Administration Plan for Classified and Unclassified positions

MEETING DATE
November 21, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-538 Ordinance; Exhibit "A"-Salary Administration Plan for Classified and Unclassified positions

REVIEWED BY
Department Head: Leslie Haase; Human Resources Director: Michelle Ducre; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill revises the Salary Administration Plan for Classified and Unclassified positions.

BACKGROUND
City staff recently presented City Council with a proposed staffing transition plan in the Public Works Department. The plan included creating a temporary position in Public Works titled Deputy Director of Public Works. This Council Bill approves the placement and pay for this position at Grade 380. It is anticipated that this temporary position will be funded through savings from vacant positions in the general fund portion of the Public Works Department.

FUNDING SOURCE
This item is included in the adopted fiscal year 2023 budget in the general fund.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2022-538 ORDINANCE NO.

AN ORDINANCE adopting a revised step pay plan by reference the City Salary Administration Plan; establishing the annual salary of certain Classified and Unclassified positions for Fiscal Year 2022-2023; and, containing an emergency clause.

WHEREAS, the City Council of the City of Joplin, Missouri, last adopted a new pay plan by Ordinance Number 2022-162 on October 17, 2022; and,

WHEREAS, the City Council desires to create a temporary position in the Public Works Department with the title of Deputy Director and adopt the placement of the new position within the Salary Administration Plan; and,

WHEREAS, pursuant to Section 5.10 of the Home Rule Charter of the City of Joplin, Missouri, the Council, by Ordinance, must prescribe the compensation of all officers and employees of the City in the Unclassified service of the City.

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

Section 1. That the attached Step Pay Plan be and the same is hereby adopted as the Salary Administration Plan for certain Classified and Unclassified positions of the City of Joplin as contained in said Plan effective on November 22, 2022, a copy of which is on file in the Office of the City Clerk.

Section 2. That the annual salary of certain Classified positions for Fiscal Year 2022-2023, shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

Section 3. That additional compensation to members of the Unclassified and Classified service shall be based upon length of service and paid in accordance with the Longevity Pay Plan currently in effect.

Section 4. That this being an Ordinance affecting current expenditures of the City government and having to do with the expenditure of public funds, shall be considered an Emergency Ordinance within the meaning of Section 2.12 (3), (4) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
EXHIBIT "A"-SALARY ADMINISTRATION PLAN
FOR CLASSIFIED AND UNCLASSIFIED POSITIONS
EFFECTIVE NOVEMBER 22, 2022
* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
100	Cook	$11.018	$11.238	$11.463	$11.692	$11.926	$12.164	$12.408	$12.656	$12.909	$13.167	$13.431	$13.699	$13.973	$14.253	$14.538	$14.828	$15.125	$15.428	$15.736	$16.051		
		$22,917	$23,375	$23,843	$24,320	$24,806	$25,302	$25,808	$26,324	$26,851	$27,388	$27,936	$28,494	$29,064	$29,646	$30,238	$30,843	$31,460	$32,089	$32,731	$33,386		
110	Custodian	$12.145	$12.388	$12.636	$12.888	$13.146	$13.409	$13.677	$13.951	$14.230	$14.515	$14.805	$15.101	$15.403	$15.711	$16.025	$16.346	$16.673	$17.006	$17.346	$17.693		
	Laborer I	$25,262	$25,767	$26,282	$26,808	$27,344	$27,891	$28,449	$29,018	$29,598	$30,190	$30,794	$31,410	$32,038	$32,679	$33,332	$33,999	$34,679	$35,373	$36,080	$36,802		
	WIC Certifier																						
120	Airport Operations Worker	$12.754	$13.009	$13.269	$13.534	$13.805	$14.081	$14.363	$14.650	$14.943	$15.242	$15.546	$15.857	$16.175	$16.498	$16.828	$17.165	$17.508	$17.858	$18.215	$18.579		
	Court Assistant I	$26,527	$27,058	$27,599	$28,151	$28,714	$29,288	$29,874	$30,472	$31,081	$31,703	$32,337	$32,983	$33,643	$34,316	$35,002	$35,702	$36,416	$37,145	$37,888	$38,645		
	Transit Dispatcher																						
	Transit Driver I																						
130	Administrative Assistant	$13.390	$13.658	$13.931	$14.210	$14.494	$14.784	$15.079	$15.381	$15.689	$16.002	$16.322	$16.649	$16.982	$17.321	$17.668	$18.021	$18.382	$18.749	$19.124	$19.507		
	Automotive Service Worker	$27,851	$28,408	$28,976	$29,556	$30,147	$30,750	$31,365	$31,992	$32,632	$33,285	$33,950	$34,629	$35,322	$36,028	$36,749	$37,484	$38,234	$38,998	$39,778	$40,574		
	Breastfeeding Peer Counselor Coordinator																						
	Laborer II																						
	Recreation Leader																						
	Tourism Assistant																						
	Transit Driver II																						
	Wastewater Laboratory Assistant																						
	Wastewater Plant Utility Worker																						
140	Court Compliance Officer I	$14.059	$14.340	$14.627	$14.919	$15.218	$15.522	$15.832	$16.149	$16.472	$16.801	$17.138	$17.480	$17.830	$18.186	$18.550	$18.921	$19.300	$19.686	$20.079	$20.481		
	Detention Officer	$29,242	$29,827	$30,424	$31,032	$31,653	$32,286	$32,931	$33,590	$34,262	$34,947	$35,646	$36,359	$37,086	$37,828	$38,584	$39,356	$40,143	$40,946	$41,765	$42,600		
	Engineering Assistant																						
	Equipment Operator																						
	Parks Caretaker																						
	Police Services Assistant																						
	Transit Driver III																						
	Utility Locator																						
150	Animal Control Officer	$14.763	$15.058	$15.359	$15.666	$15.980	$16.299	$16.625	$16.958	$17.297	$17.643	$17.996	$18.356	$18.723	$19.097	$19.479	$19.869	$20.266	$20.671	$21.085	$21.507		
	Court Assistant II	$30,707	$31,321	$31,947	$32,586	$33,238	$33,903	$34,581	$35,272	$35,978	$36,697	$37,431	$38,180	$38,943	$39,722	$40,517	$41,327	$42,154	$42,997	$43,857	$44,734		
	CVB Marketing Specialist																						
	Parks Facilities Maintenance Technician																						
	Recreation Coordinator																						
	Traffic Markings and Sign Technician																						
	Transit Driver Supervisor																						
160	Accounting Specialist	$16.276	$16.602	$16.934	$17.272	$17.618	$17.970	$18.329	$18.696	$19.070	$19.451	$19.840	$20.237	$20.642	$21.055	$21.476	$21.905	$22.343	$22.790	$23.246	$23.711		
	Automotive Technician I	$33,854	$34,531	$35,222	$35,926	$36,645	$37,378	$38,125	$38,888	$39,665	$40,459	$41,268	$42,093	$42,935	$43,794	$44,670	$45,563	$46,474	$47,404	$48,352	$49,319		
	Court Compliance Officer II																						
	Evidence Technician																						
	Heavy Equipment Operator																						
	Human Resources Specialist																						
	Legal Specialist																						
	Park Ranger																						
	Public Safety Communications Operator																						
	Wastewater Plant Operator																						
166	Airport Police Officer	$16.060	$16.478	$16.895	$17.313	$17.729	$18.147	$18.564	$18.981	$19.399	$19.816	$20.233	$20.650	$21.068	$21.485	$21.902	$22.320	$22.738	$23.155	$23.573	$23.990		
		$33,404	$34,274	$35,141	$36,011	$36,876	$37,746	$38,613	$39,481	$40,350	$41,218	$42,085	$42,952	$43,822	$44,690	$45,557	$46,427	$47,294	$48,161	$49,031	$49,899		
170	Assistant City Clerk	$17.091	$17.433	$17.782	$18.137	$18.500	$18.870	$19.248	$19.633	$20.025	$20.426	$20.834	$21.251	$21.676	$22.109	$22.552	$23.003	$23.463	$23.932	$24.411	$24.899		
	Case Investigator/Contact Tracer	$35,550	$36,261	$36,986	$37,726	$38,480	$39,250	$40,035	$40,836	$41,653	$42,486	$43,335	$44,202	$45,086	$45,988	$46,908	$47,846	$48,803	$49,779	$50,774	$51,790		
	Chief Wastewater Plant Operator																						
	Crime Analyst/Accreditation Coordinator																						
	Engineering Technician																						
	Executive Assistant/Secretary to City Manager																						
	Jail Shift Supervisor																						
	Lead Cemetery Caretaker																						
	Lead Parks Caretaker																						
	Neighborhood Improvement Officer																						
	Traffic Signal Technician																						
	Wastewater Laboratory Technician																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
180	Airport Operations Supervisor	$17.944	$18.303	$18.669	$19.042	$19.423	$19.812	$20.208	$20.612	$21.024	$21.445	$21.874	$22.311	$22.758	$23.213	$23.677	$24.150	$24.633	$25.126	$25.629	$26.141		
	Automotive Technician II	$37,324	$38,070	$38,832	$39,608	$40,401	$41,209	$42,033	$42,873	$43,731	$44,605	$45,498	$46,408	$47,336	$48,282	$49,248	$50,233	$51,238	$52,262	$53,308	$54,374		
	Building Maintenance Technician																						
	Nutritionist I																						
	Recycling Coordinator (E)																						
	Wastewater Plant Technician																						
190	Building Inspector	$18.842	$19.219	$19.603	$19.995	$20.395	$20.803	$21.219	$21.643	$22.076	$22.518	$22.968	$23.427	$23.896	$24.374	$24.861	$25.358	$25.866	$26.383	$26.911	$27.449		
	Construction Inspector	$39,191	$39,975	$40,774	$41,589	$42,421	$43,270	$44,135	$45,018	$45,918	$46,837	$47,773	$48,729	$49,703	$50,697	$51,711	$52,746	$53,800	$54,876	$55,974	$57,093		
	Environmental Public Health Specialist I																						
	GIS Technician																						
	Property Negotiator/Appraiser																						
200	Community Health Planner/Educator	$19.783	$20.179	$20.582	$20.994	$21.414	$21.842	$22.279	$22.724	$23.179	$23.642	$24.115	$24.598	$25.089	$25.591	$26.103	$26.625	$27.158	$27.701	$28.255	$28.820		
	Data Manager	$41,148	$41,971	$42,811	$43,667	$44,540	$45,431	$46,340	$47,267	$48,212	$49,176	$50,160	$51,163	$52,186	$53,230	$54,294	$55,380	$56,488	$57,618	$58,770	$59,945		
	Golf Course Maintenance Supervisor (E)																						
	Lead Case Investigator/Contact Tracer																						
	Nutritionist II																						
	Planner																						
	Public Safety Communications Supervisor																						
	Utility Billing Supervisor																						
	Wastewater Pretreatment Technician																						
210	Asst CVB Dir/Director of Sales/CVB (E)	$20.772	$21.187	$21.611	$22.043	$22.484	$22.934	$23.393	$23.860	$24.338	$24.824	$25.321	$25.827	$26.344	$26.871	$27.408	$27.956	$28.515	$29.086	$29.667	$30.261		
	Building Maintenance Supervisor (E)	$43,206	$44,070	$44,951	$45,850	$46,767	$47,702	$48,657	$49,630	$50,622	$51,635	$52,667	$53,721	$54,795	$55,891	$57,009	$58,149	$59,312	$60,498	$61,708	$62,942		
	Chief Wastewater Plant Technician																						
	Communications Technician																						
	Environmental Public Health Specialist II																						
	Fire Apparatus Fleet Manager																						
	IT Analyst																						
	Land Surveyor																						
	Public Safety Communications Manager (E)																						
300	Fleet Maintenance Supervisor (E)	$21.811	$22.247	$22.692	$23.146	$23.609	$24.081	$24.563	$25.054	$25.555	$26.066	$26.587	$27.119	$27.661	$28.215	$28.779	$29.355	$29.942	$30.540	$31.151	$31.774	$32.410	$33.058
	Golf Course Professional (E)	$45,367	$46,274	$47,199	$48,143	$49,106	$50,088	$51,090	$52,112	$53,154	$54,217	$55,302	$56,408	$57,536	$58,687	$59,860	$61,058	$62,279	$63,524	$64,795	$66,091	$67,412	$68,761
	Infrastructure Maintenance Supervisor (E)																						
	Plans Reviewer																						
	Recreation Manager (E)																						
	Wastewater Laboratory Supervisor																						
	Wastewater Pretreatment Inspector																						
310	Accountant (E)	$22.902	$23.360	$23.827	$24.304	$24.790	$25.285	$25.791	$26.307	$26.833	$27.370	$27.917	$28.476	$29.045	$29.626	$30.218	$30.823	$31.439	$32.068	$32.709	$33.364	$34.031	$34.712
	Assistant Wastewater Plant Superintendent (E)	$47,636	$48,589	$49,560	$50,552	$51,563	$52,594	$53,646	$54,719	$55,813	$56,929	$58,068	$59,229	$60,414	$61,622	$62,854	$64,112	$65,394	$66,702	$68,036	$69,396	$70,784	$72,200
	Communications Technician Manager																						
	Community Health Nurse (E)																						
	Emergency Management Coordinator (E)																						
	Jail Administrator (E)																						
	Public Information Officer (E)																						
	Regional Response Planner																						
	Transportation Coordinator (E)																						
	WIC Services Coordinator (E)																						
320	Athletic Facilites Superintendent (E)	$24.047	$24.528	$25.018	$25.519	$26.029	$26.550	$27.081	$27.622	$28.175	$28.738	$29.313	$29.899	$30.497	$31.107	$31.729	$32.364	$33.011	$33.671	$34.345	$35.032	$35.732	$36.447
	Capital Improvement Project Manager (E)	$50,018	$51,018	$52,038	$53,079	$54,141	$55,223	$56,328	$57,454	$58,603	$59,776	$60,971	$62,190	$63,434	$64,703	$65,997	$67,317	$68,663	$70,037	$71,437	$72,866	$74,323	$75,810
	Cemetery Superintendent (E)																						
	Financial Analyst (E)																						
	Human Resources-Safety Manager (E)																						
	Medical Services Coordinator (E)																						
	Museum Curator (E)																						
	Parks Maintenance Superintendent (E)																						
330	Airport Manager (E)	$25.250	$25.755	$26.270	$26.796	$27.332	$27.878	$28.436	$29.004	$29.585	$30.176	$30.780	$31.395	$32.023	$32.664	$33.317	$33.983	$34.663	$35.356	$36.063	$36.785	$37.520	$38.271
	Assistant City Prosecutor (E)	$52,520	$53,571	$54,642	$55,735	$56,850	$57,987	$59,146	$60,329	$61,536	$62,767	$64,022	$65,302	$66,608	$67,941	$69,299	$70,685	$72,099	$73,541	$75,012	$76,512	$78,042	$79,603
	Civil Engineer I (E)																						
	* Municipal Court Administrator (E)																						
340	CDBG Project Manager	$26.513	$27.043	$27.584	$28.136	$28.698	$29.272	$29.858	$30.455	$31.064	$31.685	$32.319	$32.965	$33.625	$34.297	$34.983	$35.683	$36.396	$37.124	$37.867	$38.624	$39.397	$40.184
	Chief Building Official (E)	$55,146	$56,249	$57,374	$58,522	$59,692	$60,886	$62,104	$63,346	$64,613	$65,905	$67,223	$68,568	$69,939	$71,338	$72,765	$74,220	$75,704	$77,218	$78,763	$80,338	$81,945	$83,584
	City Prosecutor (E)																						
	Infrastructure Superintendent (E)																						
	Network Administrator																						
	Wastewater Plant Superintendent (E)																						

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)	Step 16 (hrly/annual)	Step 17 (hrly/annual)	Step 18 (hrly/annual)	Step 19 (hrly/annual)	Step 20 (hrly/annual)	Step 21 (hrly/annual)	Step 22 (hrly/annual)
350	Assistant City Attorney (E)	$27.838	$28.394	$28.962	$29.542	$30.132	$30.735	$31.350	$31.977	$32.616	$33.269	$33.934	$34.613	$35.305	$36.011	$36.731	$37.466	$38.215	$38.979	$39.759	$40.554	$41.365	$42.193
	Assistant Director of Health (E)	$57,902	$59,060	$60,242	$61,446	$62,675	$63,929	$65,207	$66,512	$67,842	$69,199	$70,583	$71,994	$73,434	$74,903	$76,401	$77,929	$79,488	$81,077	$82,699	$84,353	$86,040	$87,761
	Assistant Director of Planning, Development and Neighborhood Services (E)																						
	Assistant Parks Director																						
	Civil Engineer II (E)																						
	* CVB Director (E)																						
360	Assistant Director of Public Works/Operations (E)	$29.230	$29.815	$30.411	$31.019	$31.640	$32.273	$32.918	$33.576	$34.248	$34.933	$35.631	$36.344	$37.071	$37.812	$38.569	$39.340	$40.127	$40.929	$41.748	$42.583	$43.435	$44.303
	Assistant Finance Director (E)	$60,799	$62,015	$63,255	$64,520	$65,811	$67,127	$68,469	$69,839	$71,236	$72,660	$74,114	$75,596	$77,108	$78,650	$80,223	$81,827	$83,464	$85,133	$86,836	$88,573	$90,344	$92,151
370	* Human Resources Director/Risk Mgmt (E)	$33.835	$34.512	$35.202	$35.906	$36.624	$37.357	$38.104	$38.866	$39.644	$40.436	$41.245	$42.070	$42.911	$43.770	$44.645	$45.538	$46.449	$47.378	$48.325	$49.292	$50.278	$51.283
		$70,378	$71,785	$73,221	$74,685	$76,179	$77,703	$79,257	$80,842	$82,459	$84,108	$85,790	$87,506	$89,256	$91,041	$92,862	$94,719	$96,613	$98,546	$100,516	$102,527	$104,577	$106,669
380	Assistant Director of Public Works/Engineering (E)	$35.530	$36.240	$36.965	$37.704	$38.458	$39.227	$40.012	$40.812	$41.628	$42.461	$43.310	$44.176	$45.060	$45.961	$46.880	$47.818	$48.774	$49.750	$50.745	$51.760	$52.795	$53.851
	* Community Health Director (E)	$73,901	$75,379	$76,887	$78,425	$79,993	$81,593	$83,225	$84,889	$86,587	$88,319	$90,085	$91,887	$93,725	$95,599	$97,511	$99,462	$101,451	$103,480	$105,549	$107,660	$109,814	$112,010
	Deputy Director of Public Works (E)																						
	* Director of Planning, Development and Neighborhood Services (E)																						
	* Parks & Recreation Director (E)																						
390	* Director of Information Technology (E)	$37.305	$38.051	$38.812	$39.588	$40.380	$41.188	$42.011	$42.851	$43.709	$44.583	$45.474	$46.384	$47.312	$48.258	$49.223	$50.207	$51.211	$52.236	$53.280	$54.346	$55.433	$56.542
	* Finance Director (E)	$77,594	$79,146	$80,729	$82,343	$83,990	$85,670	$87,383	$89,131	$90,914	$92,732	$94,587	$96,478	$98,408	$100,376	$102,384	$104,431	$106,520	$108,650	$110,823	$113,040	$115,301	$117,607
410	* Assistant City Manager (E)	$41.128	$41.950	$42.789	$43.645	$44.518	$45.408	$46.317	$47.243	$48.188	$49.152	$50.135	$51.137	$52.160	$53.203	$54.267	$55.353	$56.460	$57.589	$58.741	$59.915	$61.114	$62.336
	* Public Works Director (E)	$85,546	$87,257	$89,002	$90,782	$92,598	$94,450	$96,339	$98,265	$100,231	$102,235	$104,280	$106,366	$108,493	$110,663	$112,876	$115,134	$117,436	$119,785	$122,181	$124,624	$127,117	$129,659
162	Firefighter Trainee	$11.1508	$11.4275	$11.7043	$11.9815	$12.2579	$12.5350	$12.8120	$13.0886	$13.3657	$13.6425	$13.9193	$14.1961	$14.4732	$14.7497	$15.0268	$15.3036	$15.5804	$15.8575	$16.1339	$16.4111		
		$32,471	$33,277	$34,083	$34,890	$35,695	$36,502	$37,309	$38,114	$38,921	$39,727	$40,533	$41,339	$42,146	$42,951	$43,758	$44,564	$45,370	$46,177	$46,982	$47,789		
172	Firefighter/EMT	$11.7370	$12.0292	$12.3201	$12.6113	$12.9030	$13.1947	$13.4852	$13.7777	$14.0687	$14.3600	$14.6517	$14.9430	$15.2350	$15.5260	$15.8170	$16.1090	$16.4002	$16.6910	$16.9833	$17.2742		
		$34,178	$35,029	$35,876	$36,724	$37,574	$38,423	$39,269	$40,121	$40,968	$41,816	$42,666	$43,514	$44,364	$45,212	$46,059	$46,909	$47,757	$48,604	$49,455	$50,302		
192	Fire Driver/Engineer	$13.0669	$13.3798	$13.6928	$14.0050	$14.3183	$14.6312	$14.9440	$15.2565	$15.5697	$15.8826	$16.1950	$16.5080	$16.8207	$17.1338	$17.4464	$17.7582	$18.0711	$18.3840	$18.6970	$19.0096		
		$38,051	$38,962	$39,873	$40,783	$41,695	$42,606	$43,517	$44,427	$45,339	$46,250	$47,160	$48,071	$48,982	$49,894	$50,804	$51,712	$52,623	$53,534	$54,446	$55,356		
312	Fire Captain	$15.7941	$16.1711	$16.5484	$16.9258	$17.3025	$17.6790	$18.0557	$18.4331	$18.8100	$19.1860	$19.5635	$19.9402	$20.3177	$20.6947	$21.0708	$21.4478	$21.8251	$22.2024	$22.5782	$22.9555	$23.3324	$23.7097
		$45,993	$47,090	$48,189	$49,288	$50,385	$51,481	$52,578	$53,677	$54,775	$55,870	$56,969	$58,066	$59,165	$60,263	$61,358	$62,456	$63,555	$64,653	$65,748	$66,846	$67,944	$69,043
342	Battalion Chief	$26.647	$27.209	$27.769	$28.330	$28.890	$29.452	$30.012	$30.573	$31.134	$31.695	$32.255	$32.817	$33.377	$33.938	$34.499	$35.060	$35.620	$36.182	$36.741	$37.303	$37.863	$38.425
	Fire Marshal	$55,426	$56,595	$57,760	$58,926	$60,091	$61,260	$62,425	$63,592	$64,759	$65,926	$67,090	$68,259	$69,424	$70,591	$71,758	$72,925	$74,090	$75,259	$76,421	$77,590	$78,755	$79,924
	Fire Training Chief																						
		$19.0333	$19.4348	$19.8348	$20.2356	$20.6360	$21.0370	$21.4368	$21.8383	$22.2383	$22.6391	$23.0395	$23.4406	$23.8403	$24.2418	$24.6418	$25.0426	$25.4427	$25.8441	$26.2438	$26.6453	$27.0453	$27.4461
		$55,425	$56,594	$57,759	$58,926	$60,092	$61,260	$62,424	$63,593	$64,758	$65,925	$67,091	$68,259	$69,423	$70,592	$71,757	$72,924	$74,089	$75,258	$76,422	$77,591	$78,756	$79,923
362	Deputy Fire Chief (E)	$30.429	$31.027	$31.624	$32.222	$32.819	$33.416	$34.013	$34.611	$35.208	$35.805	$36.403	$37.000	$37.596	$38.193	$38.791	$39.388	$39.986	$40.583	$41.180	$41.777	$42.375	$42.972
		$63,292	$64,536	$65,778	$67,022	$68,264	$69,505	$70,747	$71,991	$73,233	$74,474	$75,718	$76,960	$78,200	$79,441	$80,685	$81,927	$83,171	$84,413	$85,654	$86,896	$88,140	$89,382
402	* Fire Chief (E)	$38.162	$39.048	$39.934	$40.821	$41.707	$42.593	$43.479	$44.365	$45.251	$46.137	$47.024	$47.910	$48.796	$49.682	$50.567	$51.453	$52.339	$53.226	$54.112	$54.998	$55.885	$56.771
		$79,377	$81,220	$83,063	$84,908	$86,751	$88,593	$90,436	$92,279	$94,122	$95,965	$97,810	$99,653	$101,496	$103,339	$105,179	$107,022	$108,865	$110,710	$112,553	$114,396	$116,241	$118,084
P1		$16.469	$16.963																				
	Police Officer Trainee	$34,256	$35,283																				
P2	Police Officer	$19.231	$19.808	$20.402	$21.014	$21.645	$22.294	$22.963	$23.652	$24.361	$25.092	$25.845	$26.620	$27.419	$28.241	$29.088							
		$40,000	$41,200	$42,437	$43,710	$45,021	$46,372	$47,763	$49,196	$50,671	$52,192	$53,757	$55,370	$57,031	$58,742	$60,504							
P4	Police Corporal	$21.635	$22.284	$22.953	$23.641	$24.350	$25.081	$25.833	$26.608	$27.407	$28.229	$29.076	$29.948	$30.846	$31.772	$32.725							
		$45,001	$46,351	$47,741	$49,174	$50,649	$52,168	$53,733	$55,345	$57,006	$58,716	$60,477	$62,292	$64,160	$66,085	$68,068							
P10	Police Sergeant	$24.039	$24.760	$25.503	$26.268	$27.056	$27.868	$28.704	$29.565	$30.452	$31.365	$32.306	$33.276	$34.274	$35.302	$36.361							
		$50,001	$51,501	$53,046	$54,638	$56,277	$57,965	$59,704	$61,495	$63,340	$65,240	$67,197	$69,213	$71,290	$73,428	$75,631							
N20	Police Captain (E)	$31.250	$32.188	$33.153	$34.148	$35.172	$36.227	$37.314	$38.434	$39.587	$40.774	$41.997	$43.257	$44.555	$45.892	$47.268							
		$65,000	$66,950	$68,959	$71,027	$73,158	$75,353	$77,613	$79,942	$82,340	$84,810	$87,355	$89,975	$92,674	$95,455	$98,318							
N30	Assistant Police Chief (E)	$33.654	$34.664	$35.704	$36.775	$37.878	$39.014	$40.185	$41.390	$42.632	$43.911	$45.228	$46.585	$47.983	$49.422	$50.905							
		$70,000	$72,100	$74,263	$76,491	$78,786	$81,150	$83,584	$86,092	$88,674	$91,335	$94,075	$96,897	$99,804	$102,798	$105,882							
N40	* Police Chief (E)	$43.269	$44.567	$45.904	$47.281	$48.700	$50.161	$51.665	$53.215	$54.812	$56.456	$58.150	$59.894	$61.691	$63.542	$65.448							
		$90,000	$92,700	$95,480	$98,345	$101,295	$104,334	$107,464	$110,688	$114,009	$117,429	$120,952	$124,580	$128,318	$132,167	$136,132							

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-539 – Approval of a Real Estate Contract

MEETING DATE
November 21, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-539 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 2300 Golf Link Road; Bid Tabulation

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a real estate contract for the sale of three parcels located at 2300 Golf Link Road.

BACKGROUND
The City declared several pieces of buildable property as excess and offered them for sale with a bid opening of November 4, 2022. The properties were listed with a minimum bid price of 90% of the appraised value.

The City received one bid for 2300 Golf Link Road, which had a minimum bid price of $153,000.00. Powell Land Development submitted the best bid with a sales price of $153,000.00. The property is currently zoned R-1 and contains approximately 84,942 square feet of land.

The City will complete the sale of this parcel on or before February 22, 2023.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2022-539 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Powell Land Development, LLC., for the sale of three parcels located at 2300 Golf Link Road, totaling approximately 84,942 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Real Estate Contract, in the amount of One Hundred Fifty-Three Thousand Dollars and No Cents ($153,000.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Powell Land Development, LLC. for the sale of three parcels located at 2300 Golf Link Road, totaling approximately 84,942 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "Tract 1: Lots Forty-Eight (48) to Fifty-Two (52) inclusive in D.O. Witmer's Subdivision to Iron Gates. This deed made with the restriction that said property be used only as a public playground for the children of Iron Gates Village. It is provided that in the event that said property shall revert back to the grantor, Iron Gates Christian Church Corporation. Tract 2: All of Lots Numbered One (1), Two (2), Three (3), and Four (4), lying South of the Burlington Northern Railroad right-of-way in D.O. Witmer's Subdivision of Lots 1-55 inclusive, except Lots 16 and 30 in Highland Park Addition, in the Village of Iron Gates, Jasper County, Missouri, according to the recorded Plat thereof. Subject to Easements and Reservations of Record, if any. Tract 3: All of Lots Numbered Five (5), Six (6), Seven (7), and Eight (8) in D.O. WITMER'S SUB-DIVISION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2022, by a _____vote.

_____

Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract is entered into and effective this 14th day of November, 2022 ("the Effective Date"), by and between **CITY OF JOPLIN, Missouri, a Missouri Municipal Corporation** ("Seller"), and **POWELL LAND DEVELOPMENT, LLC, a Missouri Limited Liability Company** ("Buyer"), and with Seller and Buyer being referred to collectively as "Each Party" or "the Parties" from time to time.

R E C I T A L S :

A. Buyer desires to purchase from Seller the following:

(i) that certain real property located in Joplin, Missouri, more particularly described below (the "Land");

The Land may be referred to as "the Property".

B. Seller is willing to sell and convey the Property to Buyer on the terms and conditions hereinafter set forth.

A G R E E M E N T S :

In consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. PROPERTY.

For and in consideration of the mutual obligations of the parties hereto, Seller agrees to sell, and Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

Tract 1: Lots Forty-Eight (48) to Fifty-Two (52) inclusive in D.O. Witmer's Subdivision to Iron Gates, subject to all restrictions, easements and reservations of record.

Tract 2: All of Lots Numbered One (1), Two (2), Three (3), and Four (4), lying South of the Burlington Northern Railroad right-of-way in D.O. Witmer's Subdivision of Lots 1-55 inclusive, except Lots 16 and 30 in Highland Park Addition, in the Village of Iron Gates, Jasper County, Missouri, according to the recorded Plat thereof. Subject to Easements and Reservations of Record, if any.

Tract 3: All of Lots Numbered Five (5), Six (6), Seven (7), and Eight (8) in D.O. WITMER'S SUB-DIVISION to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

2. PURCHASE PRICE. The total purchase price for the Property ("the Purchase Price") shall be the sum of **ONE HUNDRED FIFTY-THREE THOUSAND AND NO/100 DOLLARS ($153,000.00)**, payable as follows:

2.1 Earnest Money. Within five (5) business days after the full and final execution of this Agreement by both Buyer and Seller and as a condition precedent to the formation of this Agreement, Buyer shall deposit the sum of **FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00)** (the "Earnest Money") with Meridian Title Company (the "Title Company"), whose mailing address is 2902 Arizona Ave, Joplin, MO 64804.

2.2 Cash at Closing. On the Closing Date, Buyer shall pay to Seller the balance of the Purchase Price in cash or other immediately available funds, subject to the prorations and adjustments set forth below. The earnest money shall be credited towards the purchase price.

3. CONVEYANCE FORM. Seller shall convey said tract of real estate to Buyer by Corporation Quit Claim Deed.

4. EXCEPTIONS. All real estate shall be conveyed subject to the following:

4.1 Special assessments made prior to the execution of this contract and becoming a lien thereafter;

4.2 Zoning ordinances in effect at the date of the signing of this contract;

4.3 Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

4.4 General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. If title is deemed good, the closing of this contract shall take place at the Title Company on or before February 22, 2023, or at some other time the parties mutually agree on, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done.

6. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

6.1 At closing, Buyer shall do the following:

6.1.1 Tender payment of the purchase price.

6.1.2. Execute and provide at closing, all documents reasonably required by the Seller for closing.

6.2 At closing, Seller shall do the following:

6.2.1. Duly execute, acknowledge and deliver to Buyer, a Corporation Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

6.2.2. Execute and provide at closing, all documents reasonably required by Buyer for closing.

7. REPRESENTATIONS/WARRANTIES.

7.1 Buyer covenants and represents to Seller, which covenants shall be true and accurate at the time of closing, as follows:

7.1.1 Buyer is a duly organized, validly existing limited liability company, is in good standing under the laws of the State of Missouri, and is possessed and vested with full power and authority to enter into and consummate this Contract and to perform Buyer's obligations hereunder.

7.1.2. Buyer is authorized to enter into this Contract and complete the transactions contemplated hereunder.

7.1.3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

7.2 Seller covenants, represents, and warrants to Buyer, as follows:

7.2.1 Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Buyer's obligations hereunder.

7.2.2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

7.2.3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

7.2.4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

8. POSSESSION. Seller shall deliver possession to Buyer at the closing of this contract.

9. IMPROVEMENTS. Seller agrees that all improvements now on the above-described real estate parcels shall be delivered to Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted. The parties agree that the building on the Property will be demolished by Buyer as a part of his development of the Property, and if it is damaged prior to Closing, buyer shall not be entitled to any reduction in the purchase price. Buyer agrees that it is taking the Property and all improvements "as is" and "where is" in their current condition. Buyer agrees that no disclosure statement will be provided by Seller.

10. RIGHT OF ENTRY. Seller acknowledges and agrees that prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate. In no event will Seller complete or pay for corrections, or provide a monetary adjustment in lieu thereof, regardless of the results of any inspection or test.

11. HOLD HARMLESS. Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach. In the event that Seller breaches this Agreement, after the City Council gives its approval, the Buyer's only remedy against the Seller is limited to reimbursement of Buyer's out of pocket costs related to this Contract, including only inspection and appraisal fees.

12. REALTOR OR BROKER. Neither party has used a realtor or broker and no fee of any kind is owed.

13. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

14. CONTINGENT ON APPROVAL. This contract is contingent upon Seller obtaining approval of this contract by its City Council, which Seller shall obtain within thirty (30) days of the execution of the contract.

15. CONTINGENT ON REZONING AND STREET VACATION. This contract is contingent upon Seller vacating Golf Links Road from Lot 15 North to the railroad tracks, 24th Street from Golf Links Road east one lot, and vacating 23rd Street from Golf Links Road east two lots. In addition, this contract is contingent upon the City rezoning the Property to R-2/R-3/R-4 for multi-family/condominium development. The City will file the applications.

16. 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.

17. ASSIGNMENT. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of both parties.

18. BINDING EFFECT. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties. Provided, however, that nothing in this paragraph shall be construed as a consent by Seller to any assignment of this Agreement or any interest therein by Buyer.

19. 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.

20. CONSEQUENTIAL DAMAGES. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

21. ETHICS. Buyer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Buyer, 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 Buyer, any fee, commission, gift, or contingent fee.

22. 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.

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

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

25. NO 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. 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.

[Remainder of page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin, Missouri, a
Missouri Municipal Corporation

_____
Nick Edwards,
City Manager

Attest:

_____
Holly Nagy,
City Clerk

Powell Land Development, LLC, a
Missouri Limited Liability Company

David A Powell
By: David A. Powell
Its: authorized signatory

BID TABULATION

PROJECT: **Surplus Property 2022-009 Golf Link Road**
DATE OF BID OPENING: November 4, 2022
Minimum Bid $153,000.00

CONTRACTOR	BID
Powell Land Dev. LLC (conditional)	$153,000.00



Date: 11/15/2022

1 " = 188 '

0 0.0175 0.035 0.07 mi

N

DISCLAIMER

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2022-152 Approval of a Purchase Order for Work Order No. 23A with Ace Pipe Cleaning, Inc. for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project

MEETING DATE
November 21, 2022

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2022-152 Ordinance; Schedule of Work Order Pay Items; Exhibit Map

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

SUMMARY
This Council Bill approves a Purchase Order with Ace Pipe Cleaning, Inc. for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project in the amount of Nine Hundred Sixty-five Thousand and 00/100 Dollars ($965,000.00).

BACKGROUND
On May 16, 2022, Council Bill No. 2022-121 was passed, approving an agreement with Ace Pipe Cleaning, Inc., (Ace) and a P.O. for Work Order 2022A as part of the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project. The scope of work approved at that time included 7,000 LF of CCTV evaluation work along with limited rehabilitation work in the Willow Branch basin. Once work began, staff added the trenchless replacement (pipe bursting) of a failing sewer line under railroad tracks, which demonstrates the flexibility of the menu-like "Toolbox" contract the City employs to maintain its sanitary sewer collection system. This new PO directs Ace to clean and evaluate sewer mains, replace a deteriorated sewer main with a storm sewer pipe installed directly above it, and to reline sewer mains in various locations around town (refer to the Exhibit Map for general locations). The scope of work includes nine railroad crossing pipes, which were cleaned and evaluated after Council approved CB 2022-107 on March 21st of this year; 4,900 LF of concrete sewer mains within the Roanoke basin; as well as an additional 1,700 LF of sewer mains within the Willow Branch basin. All work under this contract will be funded by the City's Sanitary Sewer Rehab Fund No. 415-4542-540-8675.

FUNDING SOURCE
FY 2022-2023 budget of the Wastewater fund

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

COUNCIL BILL NO. 2022-152 ORDINANCE NO

AN ORDINANCE approving a purchase order for Nine Hundred Sixty-five Thousand and 00/100 Dollars ($965,000.00) with Ace Pipe Cleaning, Inc., for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; 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 a purchase order to Ace Pipe Cleaning, Inc., in the amount of Nine Hundred Sixty-five Thousand and 00/100 Dollars ($965,000.00) for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project, a true and accurate copy of said Purchase Order being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said purchase order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8675.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

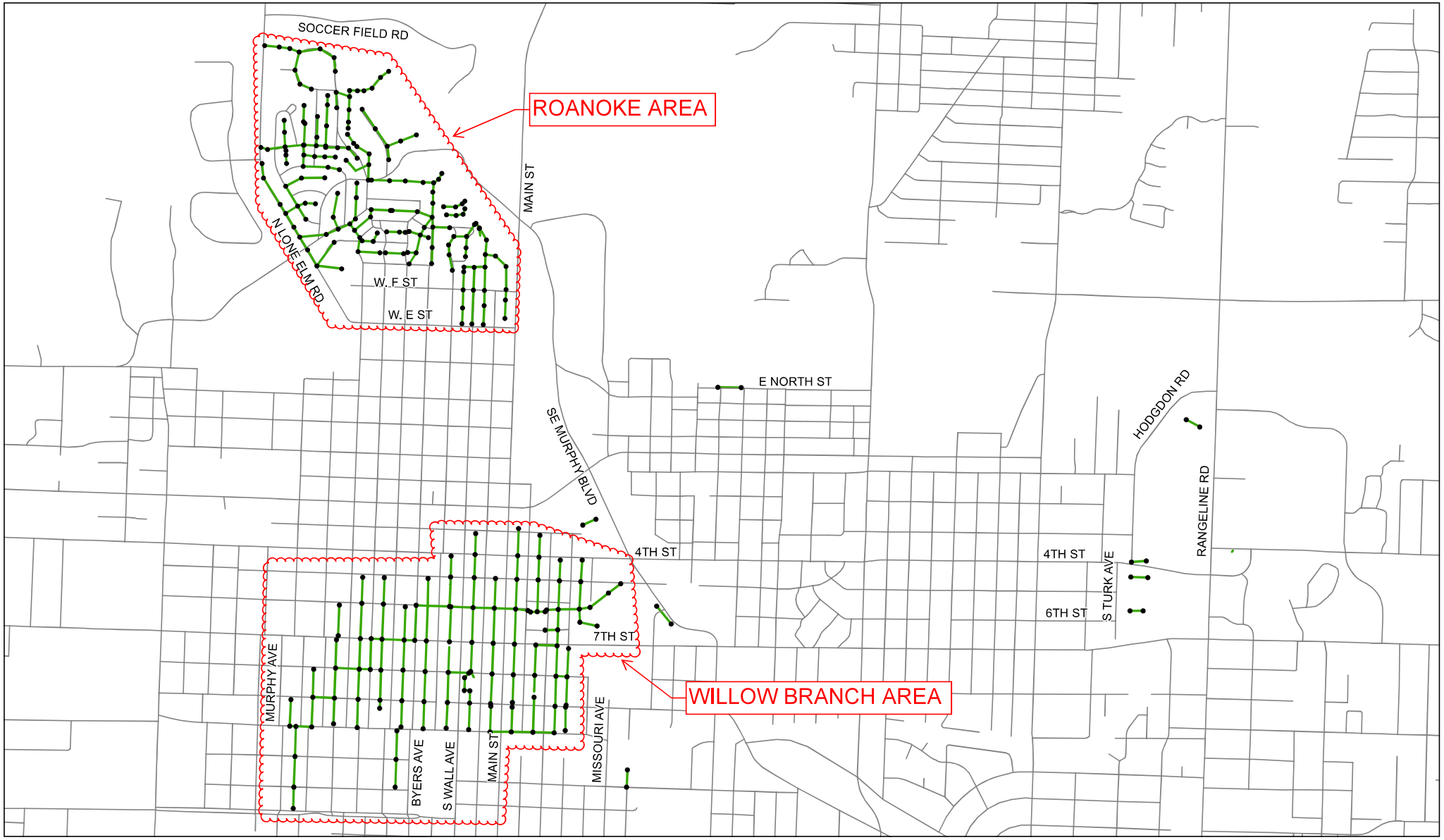
Peter C. Edwards, City Attorney

COUNCIL BILL 2022-152

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

_____

Leslie Haase, Director of Finance



PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2023A

2022 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI
WORK ORDER 2023A
11/14/2022

ITEM NO.	NO. OF UNITS	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
1.00	1	LS	Mobilization for Sewer Line Cleaning and Inspection (Ea. WO)	$ 1,500.00	$ 1,500.00
1.02	120	LF	12" to 16" Dia. Light Cleaning	$ 1.12	$ 134.40
1.04	2,655	LF	24" to 27" Dia. Light Cleaning	$ 2.24	$ 5,947.20
1.05	316	LF	30" to 32" Dia. Light Cleaning	$ 3.36	$ 1,061.76
1.10	60	LF	12" to 16" Dia. Heavy Cleaning	$ 2.02	$ 121.20
1.12	800	LF	24" to 27" Dia. Heavy Cleaning	$ 13.44	$ 10,752.00
1.13	100	LF	30" to 32" Dia. Heavy Cleaning	$ 14.56	$ 1,456.00
1.18	120	LF	12" to 16" Dia. CCTV Inspection	$ 1.40	$ 168.00
1.20	2,655	LF	24" to 27" Dia. CCTV Inspection	$ 1.40	$ 3,717.00
1.21	316	LF	30" to 32" Dia. CCTV Inspection	$ 2.24	$ 707.84
1.25	1,765	LF	Pre-Cleaning CCTV Inspection	$ 1.00	$ 1,765.00
9.00	1	LS	Mobilization for MH to MH CIPP (Ea. WO)	$ 9,000.00	$ 9,000.00
9.01	6,627	LF	8" Dia. CIPP (6 mm Liner Thickness)	$ 31.57	$ 209,214.39
9.02	1,942	LF	8" Dia. CIPP (7.5 mm Liner Thickness)	$ 32.37	$ 62,862.54
9.15	350	LF	18" Dia. CIPP (10.5 mm Liner Thickness)	$ 107.00	$ 37,450.00
10.01	1	EA	8" Dia. CIPP Point Repair	$ 1,600.00	$ 1,600.00
14.00	1	LS	Mobilization for Trenchless LCR (Ea. WO)	$ 2,500.00	$ 2,500.00
14.01	33	EA	Trenchless LCR Setup Per Manhole to Manhole Segment	$ 500.00	$ 16,500.00
14.02	72	EA	Ambient Steam Cured LCR 8"-12" Main, 4" to 6" Lateral, 18" Long	$ 1,400.00	$ 100,800.00
21.00	1	LS	Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Ea. WO)	$ 1,250.00	$ 1,250.00
21.03	7	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	$ 2,550.00	$ 17,850.00
21.04	70	LF	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	$ 118.00	$ 8,260.00
21.09	2	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	$ 3,500.00	$ 7,000.00
21.10	20	LF	8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	$ 165.00	$ 3,300.00
21.11	1	EA	8" and 10" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	$ 4,200.00	$ 4,200.00
21.12	345	LF	8" and 10" Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	$ 235.00	$ 81,075.00
21.15	7	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	$ 4,600.00	$ 32,200.00
21.16	70	LF	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	$ 260.00	$ 18,200.00
21.17	1	EA	8" and 10" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	$ 6,200.00	$ 6,200.00
21.18	60	LF	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	$ 385.00	$ 23,100.00
22.37	1	EA	18" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	$ 2,900.00	$ 2,900.00
22.38	345	LF	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	$ 205.00	$ 70,725.00
22.43	1	EA	18" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	$ 4,600.00	$ 4,600.00
22.44	60	LF	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	$ 345.00	$ 20,700.00
23.02	10	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf	$ 2,850.00	$ 28,500.00
23.05	6	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway	$ 3,500.00	$ 21,000.00
23.08	10	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement	$ 5,200.00	$ 52,000.00
23.10	6	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	$ 715.00	$ 4,290.00
23.41	100	LF	4" Dia. Sewer Lateral, 0'-6' Deep Under Turf	$ 46.00	$ 4,600.00
23.42	100	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Turf	$ 51.00	$ 5,100.00
23.45	100	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	$ 71.40	$ 7,140.00
23.46	80	LF	4" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	$ 102.00	$ 8,160.00
23.48	100	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	$ 127.50	$ 12,750.00
24.01	2	EA	8" Dia. Lamphole, Up to 6' Deep	$ 3,575.00	$ 7,150.00
24.03	3	EA	4' Dia. Manhole Under Turf, Up to 8' Deep	$ 4,600.00	$ 13,800.00
24.06	1	FT	4' Dia. Manhole Extra Depth, > 8' Deep	$ 205.00	$ 205.00
24.08	2	EA	5' Dia. Manhole Under Alleyway, Up to 8' Deep	$ 7,150.00	$ 14,300.00
25.13	274.735	CY	Disposal of Lead Contaminated Soil	$ 2.05	$ 563.21
29.00	2	EA	Local Street Closure	$ 775.00	$ 1,550.00
29.01	3	EA	Short Duration Traffic Control for Collector or Arterial	$ 840.00	$ 2,520.00
29.05	2	EA	Short Term Stationary Traffic Control for Collector or Arterial (Two Lane Closure)	$ 1,500.00	$ 3,000.00
30.00	1	%	Performance and Payment Bonds	$ 9,554.46	$ 9,554.46
			WO 2023A Construction Total		**$ 965,000.00**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-153 Work Authorization for the Wastewater Collection System Rehabilitation Toolbox Project

MEETING DATE
November 21, 2022

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2022-153 Ordinance; Work Authorization AMA-OC22-020

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 work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Wastewater Collection System Rehabilitation Toolbox Project in the not to exceed amount of Ninety-Six Thousand Nine Hundred and 00/100 Dollars ($96,900.00).

BACKGROUND
Since 2013, AMA has played a vital role in the success of the City's annual evaluation and rehabilitation program, which has improved the reliability of the sanitary sewer collection system. On May 16, 2022, Council approved the previous Work Authorization (WA) with AMA for supporting City staff in the planning and construction administration of Ace Pipe Cleaning's most recent work orders. AMA's tasks included assisting City staff with planning and managing collection system rehabilitation work, developing maps of the same, along with supplying information to City staff for periodic reports to the Missouri Department of Natural Resources regarding renewal of the sewer system and the removal of excessive inflow and infiltration (I&I) within the collection system. The work associated with AMA's previous WA and Ace's most recent work orders is essentially complete, leading City staff to seek to renew AMA's technical support as the City continues to renew its sanitary sewer system Under this new WA, AMA will provide the same types of technical services mentioned above, in support of renewing the City's sanitary sewer collection system. AMA was selected as the on-call engineering firm most qualified to provide these professional engineering services. The consultant's fees are within industry standards for design and construction administration services.

FUNDING SOURCE
These payments are included in the FY 2022-2023 budget of the Wastewater fund.

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

COUNCIL BILL NO. 2022-153 ORDINANCE NO

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Six Thousand Nine Hundred and 00/100 Dollars ($96,900.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Six Thousand Nine Hundred and 00/100 Dollars ($96,900.00), a true and accurate copy of said work authorization 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 work authorization, or work authorization 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 work authorization, 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 Sanitary Sewer Fund No. 415-4542-540-8675.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2022-153

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

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 584	Fax: 417-625-4738	Project: Rehab Toolbox Project Management WO 2023A	

WORK AUTHORIZATION NUMBER AMA-OC-022-020
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

4. Costs not to Exceed. 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 keep track of the amount of hours billable under this contract at all times; and any work in excess of 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 AMA-OC-022-020 exceed the sum of Ninety-Six Thousand Nine Hundred and 00/100 Dollars ($96,900).

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

the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2022, 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 attorneys 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. 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

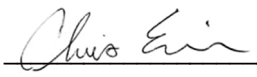
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Chris Erisman, P.E.

Title: _____

Date: 10/24/2022

CITY OF JOPLIN, MISSOURI

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

Date: _____

EXHIBIT A
OF WORK AUTHORIZATION NUMBER AMA-OC-22-020 TO AGREEMENT
FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES
(Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the WW Collection System Rehabilitation Toolbox WO 2023A)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and construction of the sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin in association with work completed as part of City of Joplin Wastewater Collection System Rehab Toolbox Work Order 2023A and other miscellaneous wastewater collection system Rehab Toolbox planning and management services as necessary.

1.1.3.1.1 Annual Collection System Rehabilitation Contract Management:

1.1.3.1.1.1 Plan, Develop and Manage Annual Collection System Rehabilitation Contract, specifically for Work Order 2023A but may include future Work Orders as remaining available fees in this contract allow, including the interpretation of plans, contract documents and specifications necessary to undertake said work and preparation of change orders to the contract as determined necessary.

1.1.3.1.1.2 ENGINEER shall assist the OWNER is project development for rehabilitation work to be completed through the annual rehabilitation contract.

1.1.3.1.1.2.1 Coordinate the strategy for the extent and location of proposed improvements with the assistant project manager for the ongoing City of Joplin I/I Program. The Joplin I/I Program is managed and was developed under a separate work authorization.

1.1.3.1.2 As requested, evaluate the condition of existing sewer lines within the wastewater collection system. Utilize existing CCTV data received from the current or previous annual collection system rehabilitation contracts or coordinate completion of needed CCTV inspections and to recommend improvements to the existing interceptor lines, if any.

1.1.3.1.3 Compiling data received from the annual collection system rehabilitation CCTV work, modifying the data to match current sanitary system naming conventions recently developed, and converting the data into a format that can be inserted into the City's GIS system.

1.1.3.1.4 Ongoing assistance with planning and development of future sanitary sewer collection system rehabilitation projects as part of the annual collection system rehabilitation contract (also commonly referred to as the rehabilitation "tool box") and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system. Services required would be provided hourly, on an as-needed basis. If

more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.4.1 Coordinate proposed improvements with the recommendations of the system hydraulic model and other planned city replacement projects. Develop a method for selecting areas of improvements and document such for each planned improvement project area. Upon completion of work, a report shall be provided for each Toolbox Work Order as to the quantity of pipe, manholes, lateral connection repairs, smoke testing, etc. that was included in said scope of work for that particular Work Order.

1.1.3.1.5 Construction phase services for Work Order 2023A associated with the City of Joplin Inflow and Infiltration (I&I) Reduction program that will be completed by use of the sanitary sewer toolbox contractor.

1.1.3.1.6 GIS map updates to include work completed as part of the annual collection system rehabilitation contract and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.7 Provide the OWNER with maps and other data as needed for Regulatory Agency Reporting Support, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.8 Resident Construction Representation Phase services for the completion of the selected sanitary sewer collection system rehabilitation projects. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.9 ENGINEER shall perform professional engineering services related the ongoing maintenance and replacement of piping and/or other components of the wastewater collection system as hereinafter stated, which include customary civil engineering services.

1.1.3.1.9.1 In general, the Work consists of answering engineering related questions and outlining lines and/or other components of the City of Joplin wastewater collection system.

1.1.3.1.9.2 Identifying areas of the wastewater collection system in need of repair or replacement based upon previous CCTV inspections of those facilities or based upon the material make-up of those items.

1.1.3.1.9.3 Preparing maps or other descriptions of items in need of repair and coordinate said work with the annual wastewater collection system maintenance contractor.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternate routes and costs for desired project scopes of work for the annual collection system rehabilitation contract.

1.2.2 Although not anticipated as part of this work, conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Prepare preliminary scope of work for a potential purchase order under the annual collection system rehabilitation contract for projects that are part of the City of Joplin I&I Reduction Program and are to be completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system and review same with OWNER.

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

1.2.5 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings to show the character and extent of the Project and provide detailed information to the Owner on the planned improvements necessary for incorporation into a purchase order to perform the work under the annual collection system rehabilitation contract.

1.2.6 Analyze system data involving collection system rehabilitation work and process said data into a format that is to be integrated into the City's current GIS database.

1.2.7 Analyze any smoke testing data from the annual rehabilitation contract and work with City Staff to develop a plan for addressing some of the recommendations for improvements contained within the subsequent report that was developed as part of that work. Provide such data to be implemented into the collection system Hydraulic model to assist in the evaluation of lines and development of rehabilitation projects within the system.

1.2.8 Provide data, as available and necessary, to utilize the hydraulic model in analyzing the service areas and to calculate flows for interceptor sewers in the given drainage basins, if requested. From said efforts, utilize the hydraulic model to evaluate the capacity of the existing interceptor lines in said basin(s) and develop a scope of work for future improvements necessary, if any. CCTV inspection data received through work completed as part of the annual collection system rehabilitation contract will be utilized in evaluating the condition of the existing interceptor sewer and developing any scope of work for improvements that are determined necessary.

1.3 Construction Phase

1.3.1 For projects developed and undertaken as part of a purchase order under the annual collection system rehabilitation contract, and as requested by the OWNER, issue instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.2 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.3 Conduct site observation periodically, as requested by the OWNER, to determine if the Project is being completed substantially in accordance with the contract documents and if the Contractor is following the work as identified in the valid purchase order's scope of work.

1.3.4 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a part-time resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the

work of the contractor. If the ENGINEER is asked to provide an RPR for the project, it is through the more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, that ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

1.4.1.1 If the OWNER requests that ENIGNEER provide a resident project representative, said RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1.4.1.2 If the OWNER elects to exclude resident project representation from the scope of this contract, and instead provide that service with its own personnel, the OWNER’s RPR shall act as the OWNER’s agent at the site, and will confer with ENGINEER regarding RPR’s actions. RPR’s dealings in matters pertaining to the on-site work shall continue to be in general with the ENGINEER and contractor, keeping the OWNER advised. It is intended that the duties and responsibilities, as well as the limitations of authority, set forth in Sections 1.4.2 and 1.4.3 of this contract, are applicable regardless of which party provides the RPR.

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

b) Assist in obtaining from OWNER additional details or information required for proper execution of the work.

1.4.2.4 Shop Drawings and Samples:

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

b) Receive samples that are furnished at the site by contractor, and notify ENGINEER of availability of samples for examination.

c) Advise ENGINEER and contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by ENGINEER.

1.4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:

a) Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the contract documents.

b) Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty, or

defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise ENGINEER of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

c) Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and startups.

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

1.4.2.6 Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to contractor clarifications and interpretations as issued by ENGINEER.

1.4.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to ENGINEER. Transmit to contractor decisions as issued by ENGINEER.

1.4.2.8 Records:

a) Maintain orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other project related documents.

b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

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

1.4.2.9 Reports:

a) Furnish ENGINEER with periodic reports, as required, of progress of the work and of contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.

b) Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work.

c) Draft proposed change orders and work directive changes, obtaining backup material from contractor and recommend to ENGINEER change orders, work directive changes, and field orders.

d) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.

1.4.2.10 Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission, and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

1.4.2.11 Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the work.

1.4.2.12 Completion:

a) Before ENGINEER issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.

b) Conduct final inspection in the company of ENGINEER, OWNER, and contractor, and prepare a final list of items to be completed or corrected.

c) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

1.4.3 Limitations of Authority. Resident project representative:

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

1.4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed (NTP) for each respective project is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects (Identified in Section 1.1.3.1)	Engineering Services anticipated through a period ending May 31, 2023.

Construction Services related to Ongoing "Toolbox" work anticipated through May 31, 2023.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the Attachment Number One to Exhibit A: "RATE SCHEDULE 2022, 2023, 2024"; with a total compensation ceiling of $96,900, as set forth in Work Authorization Number **AMA-OC-22-020** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum as follows:

Task	**Estimated Fee**
Standard Project Engineering Services	
Annual Collection System Rehabilitation Contract Management (Paragraphs 1.1.3.1.1, 1.1.3.1.2, 1.1.3.1.3 and 1.1.3.1.5)	$54,000
Future Rehabilitation Project Planning and Development (Paragraph 1.1.3.1.4)	$26,000
GIS System Data Updates for Work Completed Under Toolbox (Paragraph 1.1.3.1.6)	$5,900
Maps and Other Data for Regulatory Agency Reporting (Paragraph 1.1.3.1.7)	$5,000
Resident Project Representation, as requested (Paragraph 1.1.3.1.8)	$1,000
Annual WW Coll System Maintenance and Replacement Assistance (Paragraph 1.1.3.1.9)	$5,000
Total Estimated Maximum Fee – All Services	$96,900

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

Classification	Hourly Billing Rate 01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024
Principal/Engineer VI	$270	$279	$289
Principal/Engineer V	$240	$248	$257
Principal/Engineer IV	$217	$225	$233
Principal/Engineer III	$200	$207	$215
Project Manager/Engineer II	$178	$184	$190
Project Manager/Engineer I	$162	$167	$173
Technician III/GIS Specialist	$147	$152	$157
Technician III	$124	$129	$133
Technician II	$111	$115	$119
Technician I	$105	$109	$112
Two-Man GPS Survey Crew	$206	$213	$220
One-Man GPS Survey Crew	$162	$167	$173
Three-Man Survey Crew	$224	$232	$240
Two-Man Survey Crew	$178	$184	$190
Registered Land Surveyor II	$190	$196	$203
Registered Land Surveyor I	$167	$173	$179
Survey Crew Member	$85	$88	$91
Right of Way Specialist	$130	$134	$139
Project Representative III	$124	$129	$133
Project Representative II	$111	$115	$119
Project Representative I	$103	$106	$110
Secretary/Assistant	$85	$88	$91
Print Specialist	$85	$88	$91

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

---

NON-LABOR RATES

Item	Rate
Travel	$0.62 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-157 Amendment 1 to Work Authorization OLS-OC20-09 with Olsson.

MEETING DATE
November 21, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Council Bill 2022-157, Amendment 1

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 approve Amendment 1 to Work Authorization OLS-OC20-09 with Olsson in the not to exceed amount of Fifty-Eight Thousand Three Hundred and 00/100 dollars ($58,300.00) for professional engineering consulting services for the design of intersection improvements at 4th and Murphy Blvd.

BACKGROUND
The Capital Improvement Sales Tax was approved by voters in 2004. One of the items listed on the projects to be funded by the tax was signal improvements. In September 2020, City Council approved a work authorization with Olsson for engineering services for the design of improvements at 4th and Murphy Blvd. In following with the "Improve Community Appearance" directive of the Action Plans, beautification efforts are to be added to this project.

Amendment 1 to Work Authorization OLS-OC20-09 is for the addition of beautification elements to the 4th and Murphy Blvd Project. In addition to the beautification aspects, the amendment includes design for a small parking/trailhead area on the southeast corner of the intersection and design for a trail extension through the box culvert under 4th Street. City staff has reviewed the fees submitted by Olsson for the engineering services and found them to be within industry standards.

FUNDING SOURCE
Transportation Sales Tax – Use Tax

RECOMMENDATION
Staff recommends approval of this Council Bill No. 2022-157, Amendment 1 to Work Authorization OLS- OC20-09 with Olsson in the not to exceed amount of Fifty-Eight Thousand Three Hundred and 00/100 dollars ($58,300.00) on first reading.

COUNCIL BILL NO. 2022-157 ORDINANCE NO

AN ORDINANCE approving Amendment 1 to Work Authorization OLS-OC20-09 with Olsson in the not to exceed amount of Fifty-Eight Thousand Three Hundred and 00/100 dollars ($58,300.00) for professional engineering consulting services for intersection improvements at 4th and Murphy Blvd; 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 Amendment 1 to Work Authorization OLS-OC20-09 with Olsson in the not to exceed amount of Fifty-Eight Thousand Three Hundred and 00/100 dollars ($58,300.00) for professional engineering consulting services for intersection improvements at 4th and Murphy Blvd, a true and accurate copy of said amendment being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2022-157

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

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson Address: 1027 S Main St. Joplin, MO 64801	
Attention: Dan Johnson		Attention: Clayton Cristy Jack Schaller	
Department: Public Works		Phone: 417-781-0643	Fax: 417-781-4714
Phone: 417-624-0820	Fax:	**Intersection of 4th and Murphy Boulevard**	

AMENDMENT __1__ TO WORK AUTHORIZATION NUMBER _OLS-OC20-09____

TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

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

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

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

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

4. **Costs not to Exceed**. 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 keep track of the amount of hours billable under this contract at all times; and any work in excess of 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 additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number OLS-OC20-09 exceed the sum of Fifty-Eight Thousand, Three Hundred Dollars ($ 58,300.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all

hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2022, 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 Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) 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 of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer

agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson

By: _____

Printed Name: Clayton Cristy

Title: Vice President

Date: 11/114/2022

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

Date: _____

Engineer: Olsson

By: _____

Printed Name: Jack Schaller

Title: Vice President

Date: 11/14/2022

AMENDMENT #1

Date: 10/17/2022

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated September 8, 2020 between City of Joplin, Missouri ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Intersection of 4th Street and Murphy Boulevard

Project Description: Signalized Intersection Improvements
4th Street and Murphy Boulevard
Beautification Elements (Signage Design, trail extension)

SCOPE OF SERVICES

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

DESIGN SERVICES

Phase 100 – Surveying Services

Task 103 – Additional Topographic Survey Data **$5,500**

Olsson shall perform additional topographic survey on the NW, NE & SE corners of 4th St. & Murphy Blvd. to connect to previous job N17-0642 (as shown on the attached location map). Control points from the previous job will also be found and used for this site. The topographic survey data will be collected on approximately a 50 foot grid along with high and low spots, break lines and line connectivity will be used to contour the site. Contours will be shown on a (1) foot contour interval with spot elevations shown if needed for clarity. All physical improvements including buildings, driveways, sidewalks, fencing and visible utilities, as well as underground utilities as located by Missouri One-Call system will be shown.

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

Only a in house AutoCad drawing will be provided.

• Utility location and mapping is for horizontal location of above ground and underground

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

TOTAL FEE = $5,5500

Phase 700 – Construction Administration Service

Task 703 – Landscaping Administration **$3,800**

Olsson shall provide the following construction administration services. All information shall be submitted to Olsson through Client, as required:

Bidding and construction assistance:
- Respond to Client's Contractor's questions
- Provide clarification to construction documents, as required
- Review signage shop drawings and submittals from Client's Contractor
- Review and submit required requests for information (RFIs), architectural supplemental instructions (ASIs), and Project change orders (PCOs)

Olsson shall observe construction for signage construction documents, as listed in this Agreement. Olsson shall visit Project site to review construction and attend construction progress meetings, as required. Olsson shall complete a final site observation to create punch lists for signage construction documents listed in this Agreement. Olsson shall coordinate punch list requirements with Client's Contractor, prior to Project substantial completion.

Meetings
Olsson shall attend Project meetings with Client, Owner, Client's Project team, City, and/or other meetings. The following meetings are anticipated to be conducted in Joplin, Missouri:
- One (1) construction administration Project site visit and meeting
- One (1) punch list project site visit for signage review

Deliverables: Meeting notes and memorandums, as required

TOTAL FEE = $3,800

Phase 800 – Conceptual Design Phase

Task 801 – Concept Plans **$8,000**

Olsson will prepare concept design plans and elevations for Client review and approval. Concept design plans will include preliminary site plan locations, sizes, shapes, elevations, and materials options. Concept design plans will include development of

concept options for overall Landreth Park signage as well as trail connection, parking/ trail head options, and general beautification as identified on exhibit. A. Olsson will submit one (1) concept design package to the client for review and comment. Olsson will update opinion of probably cost and quantities.

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

- One (1) virtual kick-off meeting with the client to review scope
- One (1) virtual concept design review meeting

Deliverables: Up to three (3) concept designs, meeting notes and memorandums, as required.

TOTAL FEE = $8,000

Phase 900 – Preliminary Design Phase

Task 901 – Preliminary Plans $11,500

Olsson will prepare design development plans for Client based on approved conceptual design plans, including preliminary site plan locations, sizes, shapes, elevations, and materials options. Olsson will submit plans for Client review and comments. Design will include primary signage design and lighting options, proposed parking layout, retaining wall materials, preliminary design grading, and associated softscape. Design development plans will be considered as 50% completion construction documents. Olsson will submit one (1) plan set to the client for review and comment. Plans will be incorporated into the existing plan set and additional sheets will be added as needed. Olsson will update opinion of probably cost and quantities.

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

- One (1) virtual design development presentation meeting
- One (1) in person review meeting and site visit

Task 902 – Hydraulic Analysis $5,000

Olsson will review existing FEMA floodplain mapping, and existing FEMA model. Olsson assumes FEMA will provide the HEC-RAS model as part of the engineering data request. Olsson will perform preliminary analysis for existing floodplain and no-rise conditions.

Deliverables: Design development plans, storm memo, meeting notes and memorandums, as required

TOTAL FEE = $16,500

Phase 1000 – Final Design Phase

Task 1001 – Final Design $12,500

Olsson will prepare construction documents, based on Client approved design development plans. Olsson will incorporate Client comments into construction documents. Construction documents will include elevation, section, details, and layout plans for requested removal of existing trees, primary park signage, trail head, trail extension, retaining wall materials, and additional landscaping. Construction documents for the park signage shall be submitted to signage contractors for pricing, shop drawing development, and permitting. Final plans will be incorporated into the overall project plan. Olsson will update opinion of probably cost and quantities.

Signage electrical, lighting, communication service, and structural engineering of sign and footing and retaining wall are not included within this Scope of Services.

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

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

Work Products: Construction document plans and details; and meeting notes and memorandums, as required.

Task 1002 – Hydraulic Analysis $7,000

Olsson will review existing FEMA floodplain mapping, and existing FEMA model. Olsson assumes FEMA will provide the HEC-RAS model as part of the engineering data request. Olsson will perform final analysis and modeling for no-rise certificate. The Engineer shall prepare and submit on behalf of the Client the following permits, agreements, certifications and forms:

- SWPPP – NPDES Permit
- No-Rise Certificate
- Army Corps of Engineers Preconstruction Notice

Task 1003 – Underpass Lighting Design $5,000

Olsson will develop underpass lighting. Olsson will produce plan sheet for underpass lighting and conduit service, produce details for lighting fixtures, conduit, control cabinet and drop service details. Olsson will update opinion of probably cost and quantities. Olsson will prepare construction document specifications.

TOTAL FEE = $24,500

Assumptions and Exclusions

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

- Plans will be completed for one bid package. Splitting the plans into multiple plan sets would require a contract amendment.
- Olsson assumes existing box culvert is adequate for pedestrian use and no modifications will be made to the box.
- All permit and mitigation fees will be paid by the Client
- Assumes a 404 Permit will not be required, the nation-wide permit will be sufficient.
- Client shall provide design guidelines, City Fonts, and Parks Department Logos
- Upon Client's request, Olsson shall provide the following services under a separate Agreement:
    - Building tenant exterior and interior signage design
    - Secondary, Tertiary, Directory, building mounted signage design
    - Tenant criteria handbook

Exclusions include, but not limited to the following:

- Building exterior and interior signage design
- Design of any culvert modifications
- Electrical design providing power to signage locations
- Structural design of sign or footing
- Contract development for contractor
- Sign permitting services fees
- Electrical engineering design
- Geotechnical study
- Three-dimensional modeling and illustrative graphics
- Value engineering revisions
- Payment of submittal fees and expenses for governmental reviews
- Elevation certifications
- As-built surveys and preparation of record drawings, except were specifically stated otherwise.
- Any services not specifically detailed in the scope.

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

Anticipated Start Date: November 15, 2022
Anticipated Completion Date: April 15, 2023

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

SUMMARY OF FEES		
Phase 100	Survey Services	$5,500.00
Phase 700	Construction Administration	$3,800.00
Phase 800	Conceptual Design	$8,000.00
Phase 900	Preliminary Design	$16,500.00
Phase 1000	Final Design	$24,500.00
GRAND TOTAL FEE		$58,300.00

Attachments
Exhibit A: Initial Signage Idea
Exhibit B: Additional Survey Limits

Exhibit A
Proposal Idea Only

Limits of Design

Limits of Design

Trail Connection Through Box Culvert

Limits of Design

Limits of Design

Murphy Blvd.

E 4th Street

4th STREET

GRADING LIMITS

PROPOSED R/W

60' EXISTING ROW

BLACKSHIRT INVESTMENTS
BOOK 2604 , PAGE 0014
–NO TAKING–

PARCEL 2
KANSAS CITY SOUTHERN RAILWAY CO
–NO TAKING–

PARCEL 1
LANDCO, INC
STING = .57 ACRES (24829.2 sq. ft.)
W ACQUISITION = 175 SQ. FT.
MP. CONST. ESMT. = 598 SQ. FT.
MAINING = 0.57 ACRES

25' UTILITY EASEMENT

BOOK 1581 , PAGE 0387
–NO TAKING–

CITY OF JOPLIN
BOOK 1968 , PAGE 2159
–NO TAKING–

CITY OF JOPLIN
BOOK 2217 , PAGE 0811
–NO TAKING–

BLACKSHIRT INVEST
BOOK 2040 , PAGE
–NO TAKING–

Lowa Ave

Water Ave

Becton Ave

115+00 116+00 117+00 118+00 119+00 120+00 121+00 123+00 124+00

204+00 205+00 206+00 207+00 208+00

Legend

1. Existing Trees to Be Removed
2. Hardscape Paving
3. Flowering Backdrop Trees
4. Existing Trees
5. New Trail Connection
6. Box Culvert Trail
7. New Parking Lot / Trail Head
8. Existing Curb Cut Removed
9. New Retaining Wall (If Needed)
10. Additional Street Trees

CITY OF JOPLIN, MO - LANDRETH PARK SIGNAGE IDEA

Joplin, Missouri

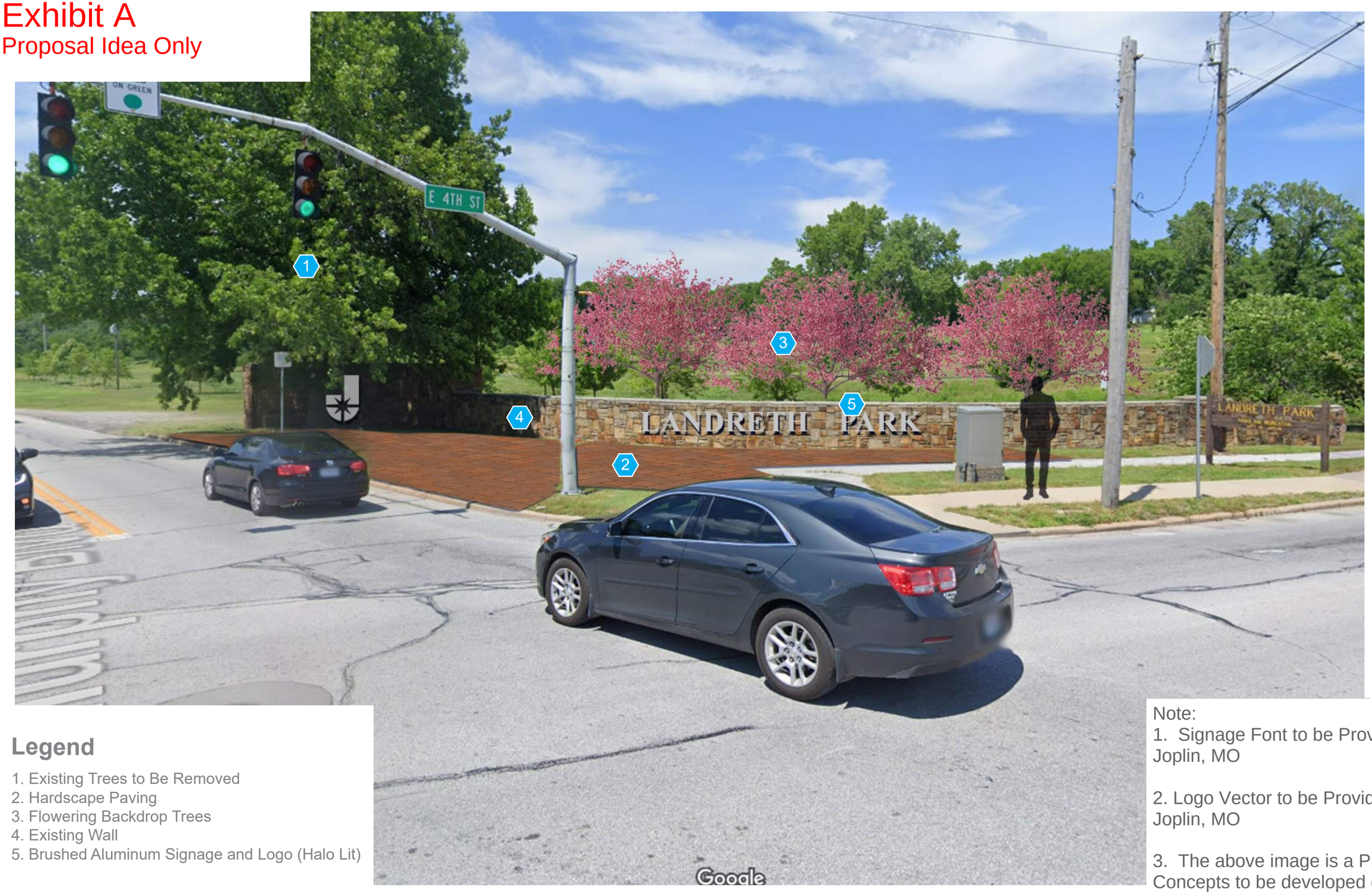
October 19th, 2022 / N17-06420

N

SCALE IN FEET
0' 30' 60' 120'
1' = 60'

ochsner hare + hare
1814 Main Street / Kansas City, MO 64108
O 816.842.8844 / olsson.com

Exhibit A
Proposal Idea Only



Legend

1. Existing Trees to Be Removed
2. Hardscape Paving
3. Flowering Backdrop Trees
4. Existing Wall
5. Brushed Aluminum Signage and Logo (Halo Lit)

Note:
1. Signage Font to be Provided by the City of Joplin, MO

2. Logo Vector to be Provided by the City of Joplin, MO

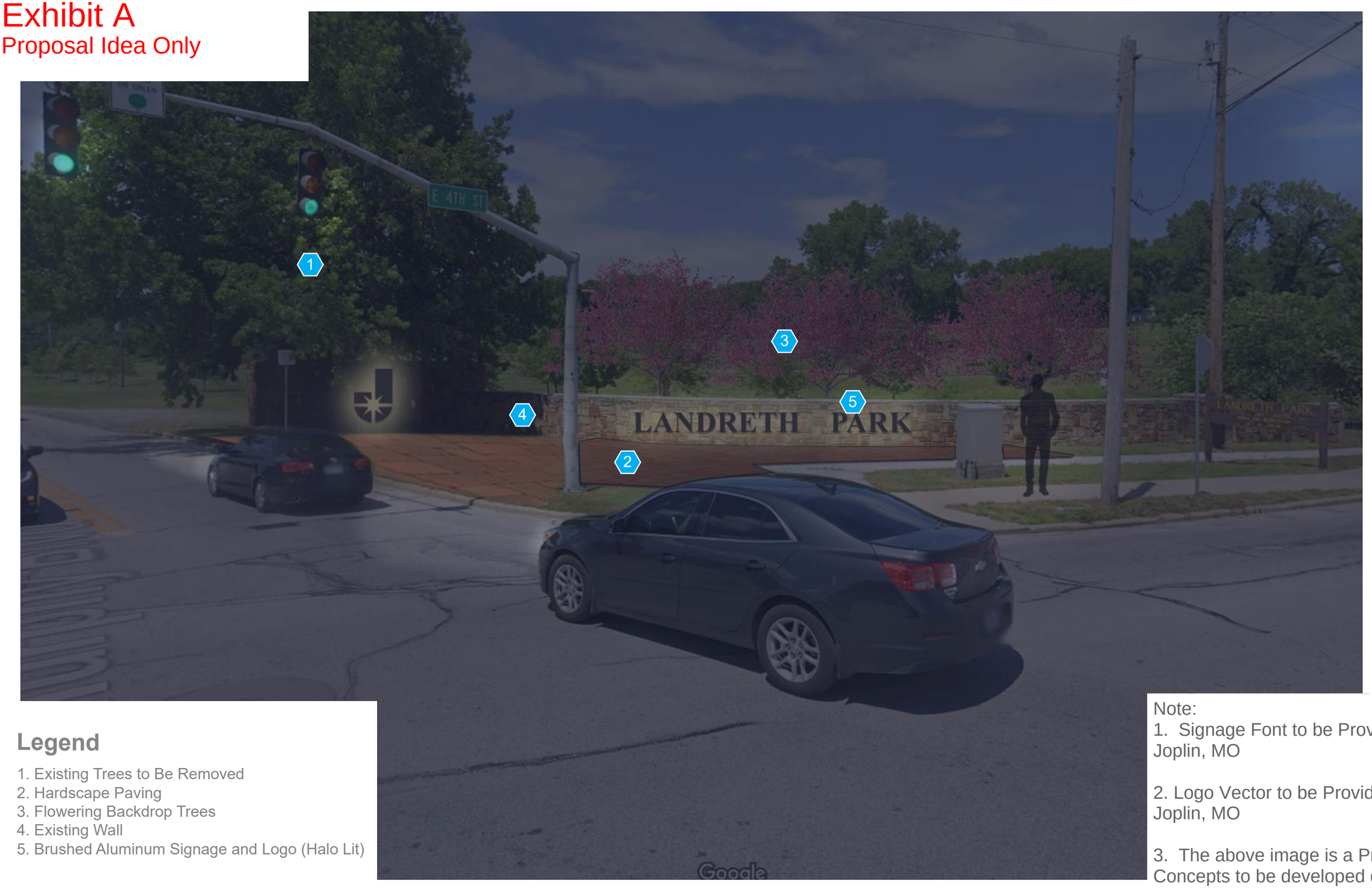
3. The above image is a Proposal "Idea". Concepts to be developed during design.

CITY OF JOPLIN, MO - LANDRETH PARK SIGNAGE IDEA
Joplin, Missouri

October 19th, 2022 / N17-06420

ochsner hare + hare
1814 Main Street / Kansas City, MO 64108
O 816.842.8844 / **olsson.com**

Exhibit A
Proposal Idea Only



Legend

1. Existing Trees to Be Removed
2. Hardscape Paving
3. Flowering Backdrop Trees
4. Existing Wall
5. Brushed Aluminum Signage and Logo (Halo Lit)

Note:
1. Signage Font to be Provided by the City of Joplin, MO

2. Logo Vector to be Provided by the City of Joplin, MO

3. The above image is a Proposal "Idea". Concepts to be developed during design.

CITY OF JOPLIN, MO - LANDRETH PARK SIGNAGE IDEA
Joplin, Missouri

October 19th, 2022 / N17-06420

ochsner hare + hare
1814 Main Street / Kansas City, MO 64108
O 816.842.8844 / **olsson.com**


Exhibit B
Legend
Additional Survey Limits
E 3rd St
Beeton Ave
E 3rd St
S Cox Ave
E 4th St
E 4th St
Water Ave
Lowe Ave
Murphy Blvd
E 5th St
Google Earth
N
400 ft