JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, DECEMBER 2, 2024
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

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

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Boards And Commissions Recognition

   2. Chase The Chill Proclamation

   3. Project Funding Update

      Documents:

      PROJECT FUNDING UPDATE.PDF

   4. Take Home Car Update

      Documents:

      PD TAKE HOME CAR OPTIONS VERSION TWO (1).PDF
      FINANCIAL CAPACITY.PDF
      PD TAKE HOME CAR OPTIONS 11-6-24.PDF
      TAKE HOME CAR ANALYSIS -UPDATED - OCT 2024.PDF
      TAKE HOME CAR COST ANALYSIS - JPD.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Nicole Brown Requested To Speak On Public Transit

7. **Public Hearings**

7. **Public Hearings**

1. Public Hearing Procedures

   Documents:

   PUBLIC HEARING PROCEDURES.PDF

2. COUNCIL BILL NO. 2024-293
   Council Bill 2024- 293: 642 E Fountain Rd – Voluntary Annexation – A request to voluntarily annex into the Corporate Limits of the City of Joplin – Robertson Trust - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at 642 E Fountain Road, Jasper County, Missouri.- (Planning and Zoning Commission Approved)

   Documents:

   293 MAP.PDF
   293 MINUTES.PDF
   293APP.PDF
   293REPORT.PDF
   293SUMMARY.PDF
   CB2024-293.PDF

3. COUNCIL BILL NO. 2024-294
   642 E Fountain Rd – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Robertson Trust- AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-2 (Two-Family Residential) property as described below and located at 642 E Fountain Rd, Jasper County, Missouri.- (Planning and Zoning Commission Approved)

   Documents:

   294 MAP.PDF
   294 MINUTES.PDF
   294APP.PDF
   294REPORT.PDF
   294SUMMARY.PDF
   CB2024-294.PDF

8. **Consent Agenda**

1. Minutes Of The November 18, 2024, City Council Meeting

   Documents:

   NOV. 18, 2024 MINUTES.PDF

2. COUNCIL BILL NO. 2024-151
AN ORDINANCE amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of Division 6, Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri.

Documents:

CB2024-151.PDF

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

Documents:

CB2024-295.PDF

9. Resolutions

1. RESOLUTION NO. 2024-022
A RESOLUTION authorizing the City Manager to execute the Petition to the City of Joplin, Missouri for the creation of the Joplin Sports Facility Community Improvement District.

Documents:

RESOLUTION 2024-022 SUMMARY AUTHORIZING CITY MANAGER TO EXECUTE THE SPORTS FACILITY CID PETITION.PDF
RESOLUTION 2024-022 AUTHORIZATION TO FILE SPORTS FACILITY CID PETITION.PDF
RESOLUTION 2024-022 EXHIBIT A SPORTS FACILITY CID PETITION.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2024-158

1. COUNCIL BILL NO. 2024-158

AN ORDINANCE approving the City of Joplin to enter into an agreement with Joplin Industrial Electric Co. Inc. of One Hundred Ninety-Six Thousand Six Hundred Eighty and 00/100 DOLLARS ($196,680.00) for electrical sub-panel replacements at the Joplin Justice Center and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2024-158 SUMMARY JUSTICE CENTER PANEL BOARD REPLACEMENT (2).PDF
CB2024-158 JUSTICE CENTER PANELBOARD REPL AGREEMENT 2024 - LOCAL FUNDS.PDF
CB2024-158 BID SUMMARY.PDF
CB2024-158 RECOMMEND AWARD LETTER.PDF
CB2024-158 ORDINANCE JIE-JUSTICE CENTER SUB-PANELS (1).PDF

2. COUNCIL BILL NO 2024-159

AN ORDINANCE approving the City of Joplin to enter into an agreement with Rosetta Construction LLC in the amount of One Million Nine Hundred Eighty-Seven Thousand Nine Hundred Twenty-Seven and 00/100 dollars ($1,987,927.00) for construction of the ARPA Interceptor Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2024-159 SUMMARY SHEET ARPA INTERCEPTOR IMPROVEMENTS (2).PDF
CB2024-159 ORDINANCE ARPA INTERCEPTOR IMPROVEMENTS (2).PDF
CB2024-159 ARPA INTERCEPTOR IMPROVEMENTS (ROSETTA AGREEMENT) (1).PDF
ARPA INTERCEPTOR IMPROVEMENTS COUNCIL EXHIBIT 1 (1).PDF
CB2024-159 BID SUMMARY ARPA INTERCEPTOR IMPROVEMENTS (1).PDF
ARPA INTERCEPTOR RECOMMENDATION LETTER OF AWARD (1).PDF

3. COUNCIL BILL NO. 2024-161

AN ORDINANCE approving Amendment #1 to Work Authorization with Olsson dated June 22, 2023 in the amount Four Hundred Thirty-Eight Thousand Two Hundred and 00/100 Dollars ($438,200.00) for Construction Administration services for the ARPA Stormwater Grant Project and authorizing the City to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2024-161 SUMMARY OLSSON CHANGE ORDER FOR CA SERVICES ARPA.PDF
CB 2024-161 AMENDMENT 1 TO CB 2023-112 (2).PDF
CB 2024-161-ORIGINAL AGREEMENT OLSSON CHANGE ORDER FOR CA SERVICES ARPA.PDF

CB2024-161 ORDINANCE OLSSON CHANGE ORDER FOR CA SERVICES ARPA.PDF

4. COUNCIL BILL NO. 2024-162
AN ORDINANCE approving authorization for payment between the City of Joplin and United States Army Corp of Engineers in the amount of One Hundred Three Thousand Three Hundred Six and 80/100 Dollars ($103,306.80) for the associated Impact Credits fee for the ARPA Stormwater Grant Project; and containing an emergency clause.

Documents:

CB2024-162 SUMMARY ARPA USACE 404 PERMIT IMPACT CREDITS (UNREVIEWED) (3).PDF
NATIONWIDE PERMIT NO. SWL 2024-00223 (1).PDF
CB2024-162 ORDINANCE ARPA USACE 404 PERMIT IMPACT CREDITS (UNREVIEWED) (3).PDF

5. COUNCIL BILL NO. 2024-163
AN ORDINANCE approving the City of Joplin to enter into an agreement for contractor services with The Wilson Group Inc. in the amount of One Hundred Ninety-Six Thousand Three Hundred Sixty-Nine and 25/100 Dollars ($196,369.25) for the window replacement project at the Joplin Justice Center and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2024-163 SUMMARY SHEET-JUSTICE CENTER WINDOWS (4).PDF
CB2024-163 CONTRACTOR AGREEMENT - THE WILSON GROUP-JUSTICE CENTER WINDOWS (1).PDF
CB2024-163 EXHIBIT A TO AGREEMENT-WILSON GROUP (1).PDF
CB2024-163 ORDINANCE JUSTICE CENTER WINDOWS (5).PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2024-156
AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy and Tilley for Construction Management services for the Rehabilitation of Runway 13-31 and Taxiway E at the Joplin Regional Airport. This agreement is for the not to exceed amount of Six Hundred Twenty-Six Thousand Two Hundred Ninety-Seven and 29/100 Dollars ($626,297.29); and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin and setting an effective date.

Documents:

CB 2024-156 REHAB OF RUNWAY 13-31 AND TAXIWAY E - CMT SUMMARY.PDF
CB 2024-156 REHAB OF RUNWAY 13-31 AND TAXIWAY E - CMT CONSTRUCTION MANAGEMENT AGREEMENT.PDF
REHAB OF RUNWAY 13-31 - PROPOSED IMPROVEMENTS.PDF
CB 2024 156 REHAB OF RUNWAY 13-31 AND TAXIWAY E - CMT ORDINANCE.PDF

2. COUNCIL BILL NO. 2024-157
AN ORDINANCE authorizing the acceptance of an agreement by and

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Emery Sapp & Sons, Inc., for Eleven Million Three Hundred Eighty-Nine Thousand One Hundred Eleven and 54/100 Dollars ($11,389,111.54) for the Rehabilitation of Runway 13/31 and Taxiway E at the Joplin Regional Airport; authorizing the City Manager or his designee to execute the agreement by and on behalf of the City of Joplin and setting an effective date.

Documents:

COUNCIL BILL NO. 2024-157 REHAB OF RUNWAY 13 31 AND TAXIWAY E (EMERY SAPP AND SONS) SUMMARY (1).PDF
CB 2024-156 REHAB OF RUNWAY 13-31 AND TAXIWAY E - CMT CONTRACT AGREEMENT.PDF
CB 2024-156 REHAB OF RUNWAY 13-31 AND TAXIWAY E - ENGINEERS BID EVALUATION.PDF
REHAB OF RUNWAY 13-31 - PROPOSED IMPROVEMENTS (2) (1).PDF
COUNCIL BILL NO. 2024-157 REHAB OF RUNWAY 13 31 AND TAXIWAY (EMERY SAPP AND SONS) ORDINANCE.PDF

3. COUNCIL BILL NO 2024-160

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Goins Enterprises, Inc. for the On Call Infrastructure and Utility Cuts 2024 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB 2024-160 SUMMARY SHEET ON CALL INFRASTRUCTURE AND UTILITY CUTS (1).PDF
CB 2024-160 ORDINANCE ON CALL INFRASTRUCTURE AND UTILITY CUTS 2024 (1).PDF
BID SUMMARY (1).PDF
ON CALL INFRASTRUCTURE AND UTILITY CUTS 2024 CONTRACT (1).PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 27th day of November, 2024 (RSMo 610.020)



JOPLIN
MISSOURI

PROJECT FUNDING UPDATE

COJ Team | December 2, 2024

PROJECT FUNDING UPDATE

Background

- ARPA Grant awards must be spent in total as the awarding agencies do not want the funds to be unused
- Shortages *and* Overages present challenges to each entity
- It has been common knowledge that bids would most likely be significantly higher than anticipated, due to both material cost increases as well as the volume of work these grant opportunities have created for engineers and contractors across America
- City Project is High Quality-Includes Use Tax Beautification
- Discussed during Budget Work Sessions

PROJECT FUNDING UPDATE

Dover Outdoor Recreation Area (DORA)

ORIGINAL FUNDING SOURCE	ORIGINAL BUDGET		DESCRIPTION	EST ACTUAL COSTS
Parks/Stormwater Sales Tax	$1,750,000		Design Fee	$702,346
State ARPA Grant	$1,557,029		Construction	$5,872,161
City ARPA Grant	$451,251		Security Cameras & Lighting	$200,000
TOTAL	$3,758,280		TOTAL	$6,774,507
			EST. SHORTFALL	$3,016,227

PROJECT FUNDING UPDATE

Ewert Splash Park and Amenities

PARKS/SW SALES TAX	ORIGINAL BUDGET		DESCRIPTION	EST ACTUAL COSTS
Splash Park w/Ice Ribbon	$5,000,000		Design Fee	$828,000
Covered Bball Court	$550,000		Construction/CMAR	$8,938,772
Amphitheater	$250,000		Lighting & Cameras	$200,000
Kiosk & Signage	$29,375			
Lighting & Cameras	$164,546			
Playground Updates	$250,000			
TOTAL	$6,243,921		TOTAL	$9,966,772
			EST. SHORTFALL	$3,722,851

PROJECT FUNDING UPDATE

20TH Street from Schifferdecker to Central City Road

ORIGINAL FUNDING SOURCE	ORIGINAL BUDGET		DESCRIPTION	EST ACTUAL COSTS
Capital Impr Sales Tax II	$6,420,000		Design Fee	$3,003,000
Capital Impr Sales Tax III	$3,000,000		Construction	$10,378,242
Jasper County ARPA	$4,000,000		Right-of-Way	$575,000
City ARPA	$2,500,000		Utility Relocation	$48,000
Jasper County Rd District	$300,000			
TOTAL	$16,220,000		TOTAL	$14,004,242
EST. SAVINGS	$2,215,758			

PROJECT FUNDING UPDATE

City ARPA
Spending Plan

CITY OF JOPLIN DIRECT ARPA AWARD SPENDING PLAN

Project Description	Amount
Neighborhood Improvements	$ 2,500,000
Home Rehabilitation and Repair	$ 1,000,000
Police Equipment	$ 22,000
Fire & EMS Equipment	$ 56,488
Construction MSSU Health Science Innovation Center	$ 1,500,000
Dover Outdoor Recreation Area (DORA)	$ 238,000
Broadband Network	$ 5,000,000
20th Street Widening (Schifferdecker to Central City)	$ 2,500,000
Trail Bridge Connector	$ 750,000
Project Contingency	$ 213,251
ARPA Spending Plan	**$ 13,779,739**

PROJECT FUNDING UPDATE

Next Steps

- Present Funding Recommendation at December 16th City Council Meeting

Thank You!



PD Take-Home Car Options
Version Two

FULL IMPLEMENTATION BASED ON CURRENT STAFFING WITH PROP "B" OPTION

Option 1: Full Implementation (based on current staffing)

- Beginning Jan 1, 2025
- Eligibility – Officer resides within 25 air miles of Justice Center and has successfully completed Field Training with Joplin Police Department.
- Purchase 18 cars using $1,515,780.00 from Public Safety Sales Tax Reserves (one-time costs)
- Allocate $464,244.00 of proceeds from the 'Prop B' renewal to support reoccurring costs
    - Capital Replacement: $291,789.00 annual
    - Maintenance: $63,000.00 estimated
    - Full Time Mechanic: $68,757.00 estimated
    - Insurance: $31,500.00 estimated
    - Fuel: $9,198.00 estimated
- Includes 5 Pool Cars
- The allocation from 'Prop B' renewal will be adjusted annually for inflation
- 'Prop B' renewal proceeds will refund the cost for the one-time purchase to Public Safety Sales Tax Reserves before proceeding with other commitments
- If 'Prop B' renewal fails, the 18/23 additional cars will not be replaced after reaching end of life
- Additional cars may be purchased as vacant positions are filled or officers become eligible
- If Phased in over 2 years (23 cars will be needed assuming the 9 officers in training pass field training successfully):
    - 11 Cars in 2025: One-Time Costs $926,310.00 and Recurring Costs $310,443.50
    - 12 Cars in 2026: One-Time Costs $1,010,520.00 and Recurring Costs $263,658.00
- If Phased in over 3 years (23 or more cars will be needed assuming 9 officers in training pass field training successfully and/or full staffing is achieved):
    - 7 Cars in 2025: One-Time Costs: $589,470.00 and Recurring Costs $222,557.50
    - 8 Cars in 2026: One-Time Costs: $673,680.00 and Recurring Costs $175,772.00
    - 8 Cars in 2027: One-Time Costs: $673,680.00 and Recurring Costs $175,772.00

FULL IMPLEMENTATION BASED ON CURRENT STAFFING WITHOUT PROP "B" OPTION

Option 2: Full Implementation (based on current staffing)

- Beginning Jan 1, 2025
- Eligibility – Officer resides within 25 air miles of Justice Center and has successfully completed Field Training with Joplin Police Department.
- Purchase 18 cars using $1,515,780.00 from Public Safety Sales Tax Reserves (one-time costs)
- Allocate $464,244.00 of proceeds from the General Fund and Public Safety Sales Tax to support reoccurring costs
    - Capital Replacement: $291,789.00 annual
    - Maintenance: $63,000.00 estimated
    - Full Time Mechanic: $68,757.00 estimated
    - Insurance: $31,500.00 estimated

    - Fuel: $9,198.00 estimated
- Includes 5 Pool Cars
- In order to sustain the entire program without an additional funding source, this will require reductions in the General Fund and/or Public Safety Sales Tax such as:
    - Reductions in General Fund and/or Public Safety Staffing equal to approximately 15-20 employees; or,
    - An across-the-board reduction of approximately 2% in operating expenditures, which is equivalent to entire departments or divisions such as Human Resources, or half of Finance or the IT Department, as examples; or,
    - Some combination of the two
- Additional cars may be purchased as vacant positions are filled or officers become eligible
- If Phased in over 2 years (23 cars will be needed assuming the 9 officers in training pass field training successfully):
    - 11 Cars in 2025: One-Time Costs $926,310.00 and Recurring Costs $310,443.50
    - 12 Cars in 2026: One-Time Costs $1,010,520.00 and Recurring Costs $263,658.00
- If Phased in over 3 years (23 or more cars will be needed assuming 9 officers in training pass field training successfully and/or full staffing is achieved):
    - 7 Cars in 2025: One-Time Costs: $589,470.00 and Recurring Costs $222,557.50
    - 8 Cars in 2026: One-Time Costs: $673,680.00 and Recurring Costs $175,772.00
    - 8 Cars in 2027: One-Time Costs: $673,680.00 and Recurring Costs $175,772.00

OTHER OPTION

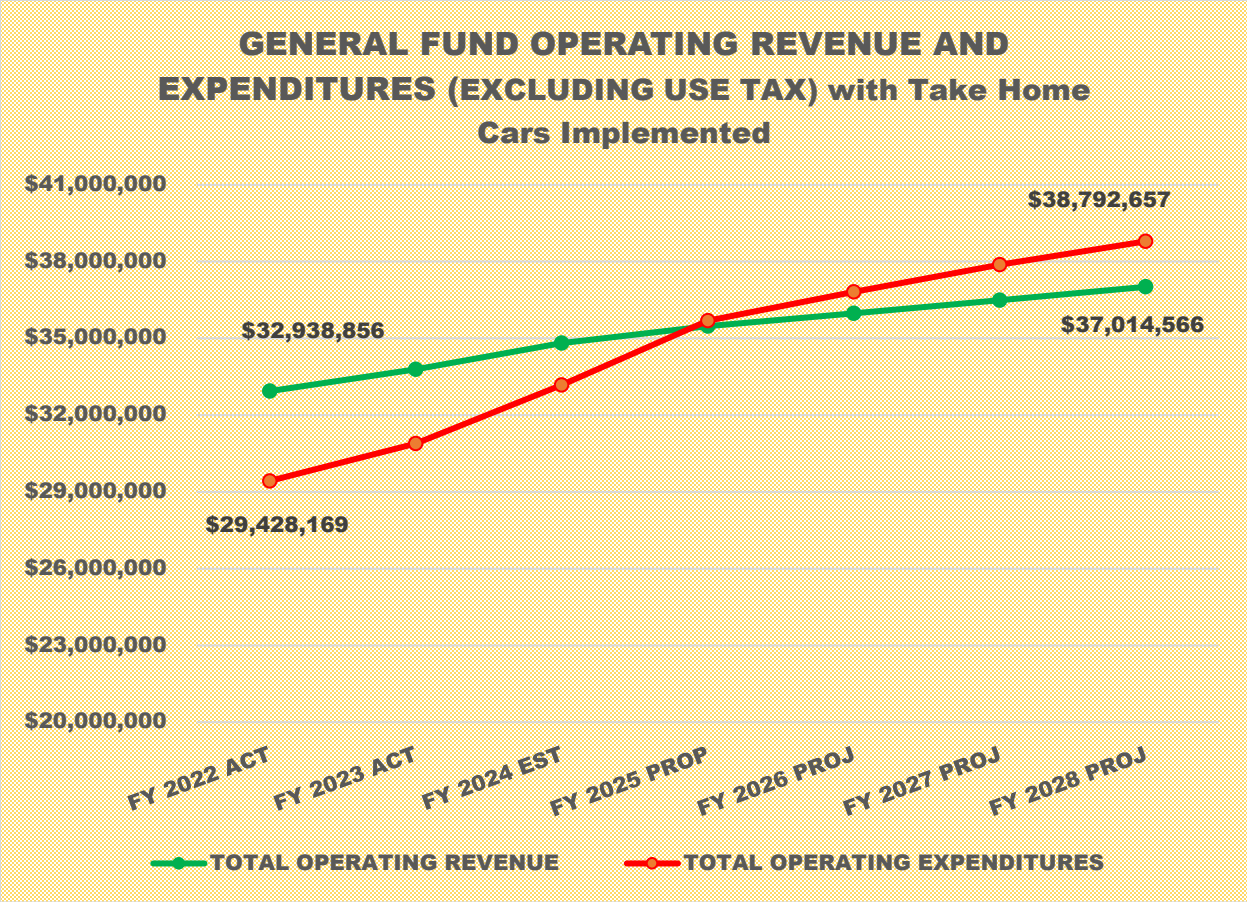
Option 3: Delayed Implementation

- Negotiate terms and conditions for new take home cars as part of collective bargaining process to coincide with 'Prop B' renewal
    - Negotiations would begin in Spring of FY 25
    - Purchase of cars could begin as early as Fall of FY26
- Negotiations would allow for prioritization of Public Safety needs
- Would provide financial flexibility in the event 'Prop B' is not renewed

Notes:

1. Based on staffing as of October 1, 2024, 23 cars would be required for every eligible sworn personnel to have a take-home car.
2. Based on full staffing, 32 cars would be required for every eligible sworn personnel to have a take-home car.
3. Based on staffing as of October 1, 2024 that has at least one-year of service (assuming completion of field training is on *average* achieved at 1 year), 18 cars would be required for eligible sworn personnel to have a take-home car.

CITY OF JOPLIN
FY 2025 BUDGET WITH TAKE HOME CARS PHASED IN OVER 2 YEARS



PD Take-Home Car Options

Option 1: Full Implementation (when fully staffed)

- Beginning Jan 1, 2025
- Eligibility – Officer resides within 25 air miles of Justice Center, has minimum of 3 years of service with Joplin Police Department.
- Purchase 32 cars using $2,694,720.00 from General Fund and/or Public Safety Sales Tax Reserves (one-time costs)
- Allocate $771,845.00 of proceeds from the 'Prop B' renewal to support reoccurring costs
    - Capital Replacement: $518,736.00 annual
    - Maintenance: $112,000.00 estimated
    - Full Time Mechanic: $68,757.00 estimated
    - Insurance: $56,000.00 estimated
    - Fuel: $16,352.00 estimated
- Includes 8 Pool Cars
- The allocation from 'Prop B' renewal will be adjusted annually for inflation
- 'Prop B' renewal proceeds will refund the cost for the one-time purchase to General Fund and/or Public Safety Sales Tax Reserves before proceeding with other commitments
- If 'Prop B' renewal fails, the 32 cars will not be replaced after reaching end of life
- At fault accidents or failure to safely protect vehicle may result in loss of take home car
- If Phased in over 2 years:
    - 16 Cars in 2025: One-Time Costs $1,347,360.00 and Recurring Costs $420,301.00
    - 16 Cars in 2026: One-Time Costs $1,347,360.00 and Recurring Costs $351,544.00
- If Phased in over 3 years:
    - 10 Cars in 2025: One-Time Costs $842,100.00 and Recurring Costs $288,472.00
    - 11 Cars in 2026: One-Time Costs $926,310.00 and Recurring Costs $241,686.50
    - 11 Cars in 2027: One-Time Costs $926,310.00 and Recurring Costs $241,686.50

Option 1A: Full Implementation (based on current staffing)

- Beginning Jan 1, 2025
- Eligibility – Officer resides within 25 air miles of Justice Center, has minimum of 3 years of service with Joplin Police Department.
- Purchase 23 cars using $1,936,830.00 from General Fund and/or Public Safety Sales Tax Reserves (one-time costs)
- Allocate $574,101.50 of proceeds from the 'Prop B' renewal to support reoccurring costs
    - Capital Replacement: $372,841.50 annual
    - Maintenance: $80,500.00 estimated
    - Full Time Mechanic: $68,757.00 estimated
    - Insurance: $40,250.00 estimated
    - Fuel: $11,753.00 estimated
- Includes 5 Pool Cars
- The allocation from 'Prop B' renewal will be adjusted annually for inflation
- 'Prop B' renewal proceeds will refund the cost for the one-time purchase to General Fund and/or Public Safety Sales Tax Reserves before proceeding with other commitments
- If 'Prop B' renewal fails, the 23 cars will not be replaced after reaching end of life
- Additional cars may be purchased as vacant positions are filled or officers become eligible

- At fault accidents or failure to safely protect vehicle may result in loss of take home car
- If Phased in over 2 years:
    - 11 Cars in 2025: One-Time Costs $926,310.00 and Recurring Costs $310,443.50
    - 12 Cars in 2026: One-Time Costs $1,010,520.00 and Recurring Costs $263,658.00
- If Phased in over 3 years:
    - 7 Cars in 2025: One-Time Costs: $589,470.00 and Recurring Costs $222,557.50
    - 8 Cars in 2026: One-Time Costs: $673,680.00 and Recurring Costs $175,772.00
    - 8 Cars in 2026: One-Time Costs: $673,680.00 and Recurring Costs $175,772.00

Option 2: Years of Service Approach (3 YOS)

- Beginning January 1, 2025 – Estimated 9 cars
- Eligibility – Officer resides within 25 air miles of Justice Center, has minimum of 3 years of service with Joplin Police Department.
- Reallocate FY25 funding for 2 additional officer positions (flex platoon) for take home cars
- Purchase 9 cars using $757,890.00 from General Fund and/or Public Safety Sales Tax Reserves (one-time costs)
- Use reallocated funding from 2 officer positions in the amount of $180,034.00 to support reoccurring costs of $197,743.50(PSST)
    - Capital Replacement: $145,894.50 annual
    - Maintenance: $31,500.00 estimated
    - Insurance: $15,750.00 estimated
    - Fuel: $4,599.00 estimated
- Includes 5 Pool Cars
- At fault accidents or failure to safely protect vehicle may result in loss of take-home car
- If 'Prop B' is renewed, reoccurring costs would shift from PSST to the renewed 'Prop B"
- 'Prop B' renewal proceeds will refund the cost for one-time purchase to General Fund and/or Public Safety Sales Tax Reserves before proceeding with other commitments
- Additional cars may be required as retention increases and officers become eligible

Option 3: Years of Service Approach (5 YOS)

- Beginning January 1, 2025 – Estimated 5 cars
- Eligibility – Officer resides within 25 air miles of Justice Center, has minimum of 5 years of service with Joplin Police Department.
- Purchase 5 cars using $421,050.00 from General Fund and/or Public Safety Sales Tax Reserves (one-time costs)
- Use reallocated funding from 2 officer positions in the amount of $180,034.00 to support reoccurring costs of $109,857.50(PSST)
    - Capital Replacement: $81,052.50 annual
    - Maintenance: $17,500.00 estimated
    - Insurance: $8,750.00 estimated
    - Fuel: $2,555.00 estimated
- Includes 5 Pool Cars
- At fault accidents or failure to safely protect vehicle may result in loss of take-home car
- If 'Prop B' is renewed, reoccurring costs would shift from PSST to the renewed 'Prop B"
- 'Prop B' renewal proceeds will refund the cost for one-time purchase to General Fund and/or Public Safety Sales Tax Reserves before proceeding with other commitments
- Additional cars may be required as retention increases and officers become eligible

Option 4: Delayed Implementation

- Negotiate terms and conditions for new take home cars as part of collective bargaining process to coincide with 'Prop B' renewal
    - Negotiations would begin in Spring of FY 25
    - Purchase of cars could begin as early as Fall of FY26
- Negotiations would allow for prioritization of Public Safety needs
- Would provide financial flexibility in the event 'Prop B' is not renewed

CITY OF JOPLIN

POLICE DEPARTMENT TAKE HOME CARS

Oct-24

INITIAL INVESTMENT: DESCRIPTION	QTY	PROJECTED UNIT COST	PROJECTED TOTAL COST	EST LIFE	PROJECTED ANNUAL AMORTIZED COST
32 Additional Cars	32	$ 54,210.00	$ 1,734,720.00		
Equipment for 32 Additional Cars	32	$ 30,000.00	$ 960,000.00		
Total Initial Investment			**$ 2,694,720.00**		
ADDITIONAL ONGOING OPERATIONAL COSTS:					
Mechanic Position	1		$ 68,757.00		
Fuel, Oil & Diesel - 32 Additional Cars/Additional Mileage	32	$ 511.00	$ 16,352.00		
Central Garage Repairs - 32 Additional Cars	32	$ 3,500.00	$ 112,000.00		
Liability Insurance - 32 Additional Cars	32	$ 1,750.00	$ 56,000.00		
Total Additional Ongoing Operational Costs			**$ 253,109.00**		
FUTURE REPLACEMENT COSTS:					
Patrol Type Vehicles & Equipment -32 Additional Cars	**32**	**$ 97,263.00**	**$ 3,112,416.00**	**6**	**$ 518,736.00**
Patrol Type Vehicles & Equipment -57 Existing Cars	57	$ 84,210.00	$ 4,799,970.00	6	$ 799,995.00
Command Type Vehicles & Equipment-9 Existing Cars	9	$ 84,210.00	$ 757,890.00	7	$ 108,270.00
Investigations Type Vehicles & Equipment-23 Existing Cars	23	$ 84,210.00	$ 1,936,830.00	7	$ 276,690.00
Total Annual Replacement Cost					**$ 1,703,691.00**

*Notes:

1. This does not include specialty assigned cars such as Chaplains, Sentinels, etc. No change to these current vehicles.
2. This assumes 8 pool cars for when cars are unavailable.
3. The ongoing costs are based on 2023 actual costs and are averages.
4. Future replacement costs are based on today's pricing.
5. Current 5 year car increase is 49%, average trade-in value currently $5,080. A 25% increase with $8,000 assumed trade-in would make the unit replacement cost approximately $97,263.00.

Joplin Police Department Take Home Vehicle Program Cost Breakdown

INITIAL INVESTMENT		QTY	PROJECTED UNIT COST	PROJECTED TOTAL COST	EST LIFE	PROJECTED ANNUAL AMORTIZED COST	
32 Additional Cars		32	$ 54,210.00	$ 1,734,720.00			
Equipment for 32 Additional Cars		32	$ 32,476.00	$ 1,039,232.00			
Radio's for 32 Additional Cars		32	$ 5,550.00	$ 177,600.00			
Total Initial Investment				**$ 2,951,552.00**			
ADDITIONAL ONGOING OPERATIONAL COSTS							
Mechanic Position		1		$ 68,757.00			
Fuel, Oil, Diesel- 32 Additional Cars		32	$ 3,600.00	$ 115,200.00			
Central Garage Repairs		32	$ 3,665.00	$ 117,280.00			
Liability Insurance		32	$ 2,350.00	$ 75,200.00			
Total Additional Ongoing Operational Costs				**$ 376,437.00**			
FUTURE REPLACEMENT COSTS							
32 Additional Patrol Vehicles & Equipment *		32	$ 81,136.00	$ 2,596,352.00	6 yrs	$ 432,725.33	PER YEAR TO ADD TAKE HOME VEHICLES
52 Current Patrol Vehicles	*	52	$ 81,136.00	$ 4,219,072.00	6 yrs	$ 703,178.67	\
19 Investigations Vehicles	**	19	$ 76,219.00	$ 1,448,161.00	8 yrs	$ 181,020.13	
12 Sergeant Vehicles	**	12	$ 76,219.00	$ 914,628.00	7 yrs	$ 130,661.14	
6 Command Vehicles	**	6	$ 76,219.00	$ 457,314.00	8 yrs	$ 57,164.25	/

No justification to add a Radio Technician Position due to equipment upfitting being outsourced

$ 1,072,024.18 PER YEAR OF CURRENT/EXISTING FLEET

TOTAL ANNUAL REPLACEMENT COST OF 32 TAKE HOME CARS	$ 432,725.33
TOTAL ANNUAL REPLACEMENT COST OF EXISTING FLEET	$ 1,072,024.18
COMBINED TOTAL COST OF FLEET REPLACEMENT	$ 1,504,749.52

* figure based on $51,000 base vehicle cost, plus $32,476 equipment costs, minus $5550 replacement radio cost (radio has 15 year lifecycle)

** figure based on $51,000 base vehicle cost, plus $27,559 equipment costs, minus $5550 replacement radio cost (radio has 15 year lifecycle)

*** Trade In Value should be a factor in replacement cost with an estimated Tahoe trade in value of $14,000 per vehicle at the end of the lifecycle

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.

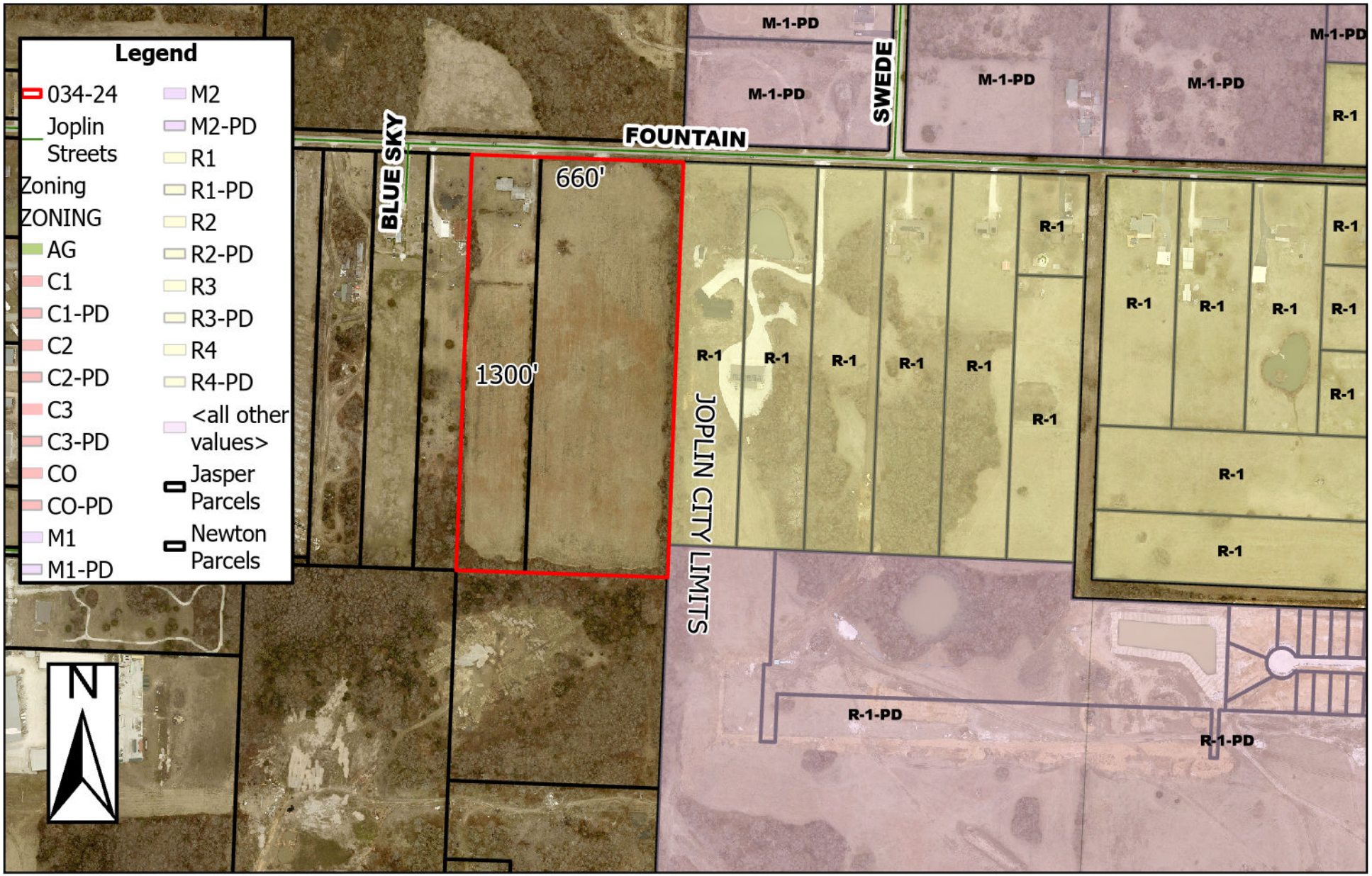
6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

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.

Case 034-24: Voluntary Annexation



642 E Fountain Rd - Voluntary Annexation - A request to voluntarily annex property into the corporate limits of the City of Joplin - Margaret & Ellis Townsend

0 125 250 500 750 1,000 Feet

CASE 034- 24: Voluntary Annexation

624 E Fountain Rd- Voluntary Annexation- A request to voluntarily annex into the Corporate Limits of the City of Joplin- Robertson Trust

Mr. Kimble asked if the applicant would come forward and state their name and address for the record.

Micah Souder of 811 E 3rd St. Joplin, Missouri presented the case on behalf of Robertson Trust.

Mr. Souder stated that the property was no longer under contract and that Shuber Mitchell had taken ownership. Mr. Souder explained that the reason for this request for voluntary annexation is due to the property being located on the northwest end of the City of Joplin, which is considered an unincorporated area between the City of Joplin and Airport Drive. Mr. Souder stated that the property will be used for a new residential subdivision.

Mr. Kimble asked the commission if they had any questions for the applicant.

Ms. Phillips asked Mr. Bellairs if the county has any input on voluntary annexation.

Mr. Bellairs explained that the county does not have to be specifically notified or consent to the annexation.

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

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

Mr. Kimble opened the floor to the commission for a motion of this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 034-24. MR. SPRUCE SECONDED THIS MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT)

Voluntary Annexation Procedures

The voluntary annexation of land into the City of Joplin requires procedures established by the Missouri State Statutes. This section of the law is attached for your use. To further assist in the procedures, the following checklist is provided.

1. The property to be annexed must be compact and contiguous to the existing boundaries of the City of Joplin. This must be determined to ensure that there are no unincorporated areas between the area to be annexed and the City of Joplin.

2. If the requested annexation area consists of single or multiple tracts of land a Petition requesting the annexation must be signed by all the owners of all fee interests of record in all tracts of real property to be annexed. This means that both a husband and wife must sign, however, a mortgage holder such as a bank does not need to sign. Please note that all signatures must be notarized. A form is included in this packet for your use.

3. The petition must be filed with the office of the City Attorney for verification. Attached to the petition must be a legal description describing the boundary of the property requested for annexation.

4. The petition will be referred to the Planning and Zoning Commission and City Council for Public Hearing. This will determine the ability of the City to provide services within a reasonable amount of time and whether the land is reasonable and necessary for the development of the City.

5. If there are no written objections filed within fourteen (14) days by two (2) qualified voters in the area or by at least two percent (2%) of the qualified voters of the City, then, the City may complete the annexation by the adoption of an ordinance.

6. Upon completion of the above process, the City will file notice of the annexation with the County Clerk's Office in the county in which the annexed property lies.

Note: If you have any questions, you may call the Planning Division at 417-624-0820, ext. 1511, or email Zoning-Planning@JoplinMO.org for assistance.

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

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

642 E Fountain Road, Joplin, MO 64801

Roger Robertson Gloria Robertson

Roger Robertson Gloria Robertson

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

OSCAR SARCENO
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 24875610
My Commission Expires 02-07-2028

On this 9th day of October 20 24, before me appeared Gloria Robertson and Roger Robertson, a married couple, to me known to be the persons described in and who acknowledged that they executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Notary Public Oscar Sarceno

My commission expires: 2-7-28

Voluntary
Annexation Application

Married

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.: 034-24
Filing Fee: $0.00
Received: 10/4/24
Proj. No.: 24-110

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

Owner Name: Gloria and Roger Robertson Phone No. 417-438-8874

Email: robertsongloria81@gmail.com

Applicant Name: Schuber Mitchell Homes, LLC Phone No. 417-388-4010

Email: osarceno@schubermitchell.com

Mailing Address: 2340 S Rangeline Rd. Joplin, MO 64804

Annexation Property Address: 642 E Fountain Road, Joplin, MO 64801

Present Use of Property: Argicultural

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

Number of presently occupied or occupiable:

Single-family residences: 1

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Number of future occupiable:

Single-family residences: 1

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

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

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

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

Business #1
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes No

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes No

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

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

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

Property Owner Name: Gloria and Roger Robertson **Telephone Number:** 417-438-8874

Property Address: 642 E Fountain Road, Joplin, MO 64801

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

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

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

Business #1:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ **Yes** _____ **No**

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

Does the business sell liquor? _____ **Yes** _____ **No**

Business #2:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ **Yes** _____ **No**

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

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

Business #3:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____ Yes _____ No

Business #4:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

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

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

Does the business sell retail items? _____ Yes _____ No

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

Does the business sell liquor? _____ Yes _____ No

MMENTS

Are there residential living units on the property that are occupied or capable of being occupied? X Yes _____ No

If Yes, how many

Single-family house(s)	1	Amount
Duplex(s)	_____	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	_____	Amount
Apartment Complex(s)	_____	Amount

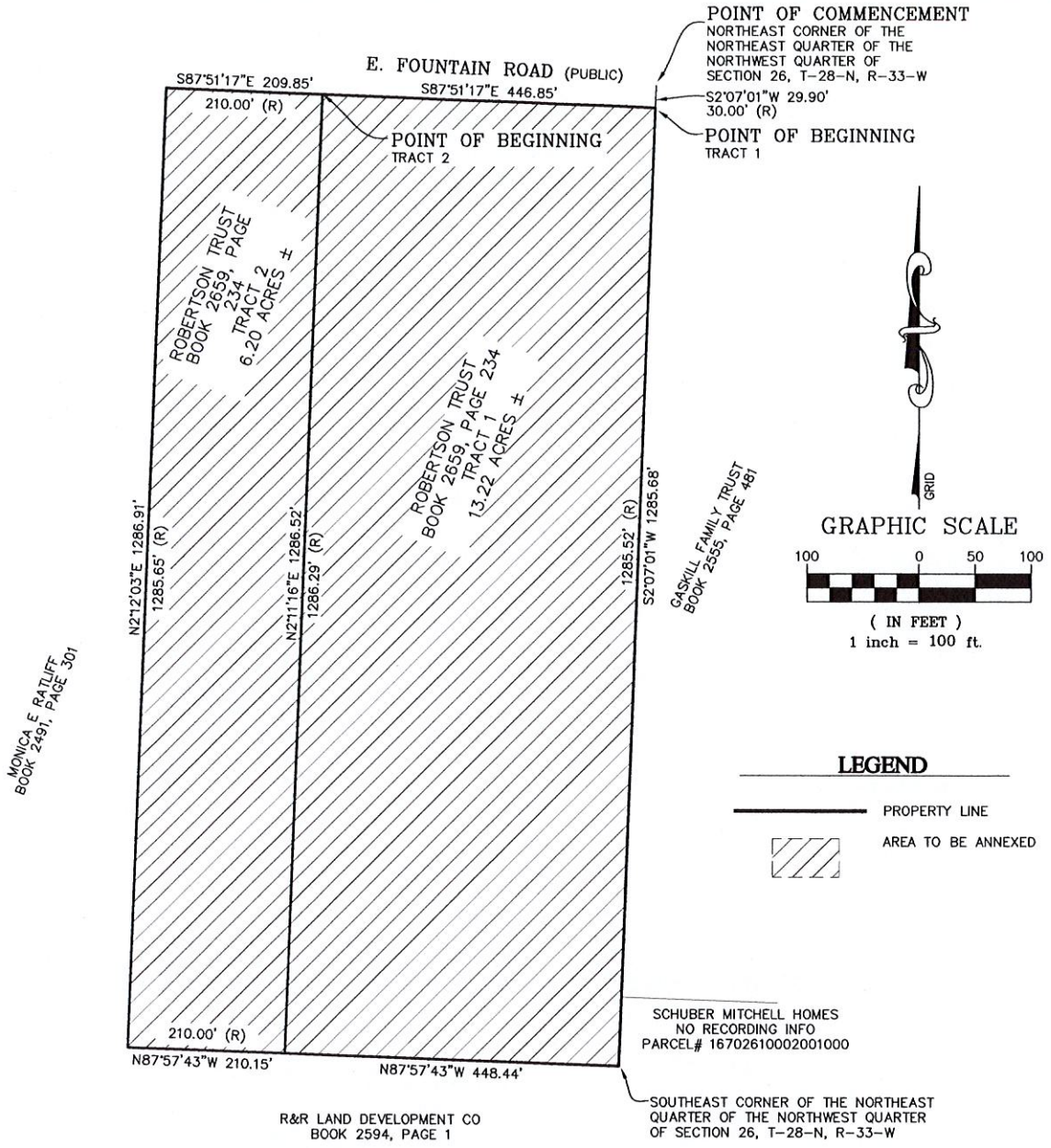
Do you plan to build residential living units on the property X Yes _____ No

If Yes, how many

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

Are (or Will) the living unit(s) be on a well _____ Yes X No
If NO, please furnish the name of the water company Missouri American Water Company

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



ANNEXATION DESCRIPTION

TRACT 1:
A PART OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION, THENCE S 02°07'19" W ALONG THE EAST LINE OF SAID QUARTER, QUARTER 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FOUNTAIN ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE S 02°07'19" W 1285.52 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER, QUARTER, THENCE N 87°57'37" W ALONG THE SOUTH LIE OF SAID QUARTER, QUARTER, 448.44 FEET; THENCE N 02°11'34" E 1286.29 FEET TO THE SOUTH RIGHT-OF-WAY OF FOUNTAIN ROAD, THENCE S 87°51'41" E ALONG SAID RIGHT-OF-WAY 446.85 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESERVATIONS OF RECORD, CONTAINING 13.21 ACRES, MORE OR LESS.

ANNEXATION DESCRIPTION CONT.

TRACT 2:
A PART OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION, THENCE S 02°07'19" W ALONG THE EAST LINE OF SAID QUARTER, QUARTER 30.00 FEET TO THE SOUTH RIGHT-OF-WAY OF FOUNTAIN ROAD, THENCE N 87°51'41" W ALONG SAID RIGHT-OF-WAY 446.85 FEET TO THE POINT OF BEGINNING, THENCE S 02°11'34" W 1286.29 FEET TO THE SOUTH LINE OF SAID QUARTER, QUARTER, THENCE N 87°57'37" W ALONG SAID SOUTH LINE 210.00 FEET TO THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID QUARTER, QUARTER, THENCE N 02°11'34" E ALONG SAID WEST LINE 1285.65 FEET TO THE SOUTH LINE OF FOUNTAIN ROAD, THENCE S 87°57'41" E ALONG SAID RIGHT-OF-WAY 210.00 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD, CONTAINING 6.20 ACRES MORE OR LESS.

DRAWING NUMBER: JOP-100-7521

811 E. Third Street
Joplin, MO 64801
417.782.7399
COA# 00062
FORMERLY ANDERSON ENGINEERING
OWN

SCHUBER MITCHELL HOMES, LLC
ANNEXATION
SKETCH
FOUNTAIN ROAD, JASPER COUNTY, MISSOURI

DRAWN BY: TSR	FIELD BY:
DATE: 09/16/2024	FIELD BK:

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 034-24 A request to voluntarily annex property into the City of Joplin

LOCATION 642 E Fountain Rd

APPLICANT Roger & Gloria Robertson

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper, MO)	One single-family home	Approximately 19 acres

DISCUSSION

This property lies on the NW end of the City of Joplin, in unincorporated area between the City of Joplin and the Village of Airport Drive. The owners plan to sell the property for a new residential subdivision, that will connect to the Emerald Glades Addition, directly SE of this property.

There is currently one single-family home on this property.

Newly incorporated property enters the City of Joplin as R-1 (Single-Family Residential).

Staff recommends approval of Case 034-24.

ENCLOSURES

- Map of area to be annexed
- Application

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-293 – Voluntary Annexation

MEETING DATE:
December 2, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 034-24: 642 E Fountain Rd – Voluntary Annexation – A request to voluntarily annex property into the corporate limits of the City of Joplin – Roger and Gloria Robertson

BACKGROUND:
This property lies on the NW end of the City of Joplin, in unincorporated area between the City of Joplin and the Village of Airport Drive. The owners plan to sell the property for a new residential subdivision, that will connect to the Emerald Glades Addition, directly SE of this property. There is currently one single-family home on this property.

PLANNING & ZONING COMMISSION TESTIMONY:
Schuber Mitchell and OWN Engineering represented the case. Ms. Phillips asked Mr. Bellairs if the County had to be specifically notified or consent to annexations. Mr. Bellairs responded that they did not.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2024-293
Planning & Zoning Commission recommends approving Case 034-24 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

P & Z Case 034-24
Roger & Gloria Robertson
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2024-293 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at 642 E Fountain Road, Jasper County, Missouri.

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

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

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

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

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

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

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

TRACT 1: A PART OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION, THENCE S 02°07'19" W ALONG THE EAST LINE OF SAID QUARTER, QUARTER 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FOUNTAIN ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE S 02°07'19" W 1285.52 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER, QUARTER, THENCE N 87°57'37" W ALONG THE SOUTH LIE OF SAID QUARTER, QUARTER, 448.44 FEET; THENCE

N 02°11'34" E 1286.29 FEET TO THE SOUTH RIGHT-OF-WAY OF FOUNTAIN ROAD, THENCE S 87°51'41" E ALONG SAID RIGHT-OF-WAY 446.85 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESERVATIONS OF RECORD, CONTAINING 13.21 ACRES, MORE OR LESS.

TRACT 2: A PART OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION, THENCE S 02°07'19" W ALONG THE EAST LINE OF SAID QUARTER, QUARTER 30.00 FEET TO THE SOUTH RIGHT-OF-WAY OF FOUNTAIN ROAD, THENCE N 87°51'41" W ALONG SAID RIGHT-OF-WAY 446.85 FEET TO THE POINT OF BEGINNING, THENCE S 02°11'34" W 1286.29 FEET TO THE SOUTH LINE OF SAID QUARTER, QUARTER, THENCE N 87°57'37" W ALONG SAID SOUTH LINE 210.00 FEET TO THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID QUARTER, QUARTER, THENCE N 02°11'34" E ALONG SAID WEST LINE 1285.65 FEET TO THE SOUTH LINE OF FOUNTAIN ROAD, THENCE S 87°57'41" E ALONG SAID RIGHT-OF-WAY 210.00 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD, CONTAINING 6.20 ACRES MORE OR LESS.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Mayor

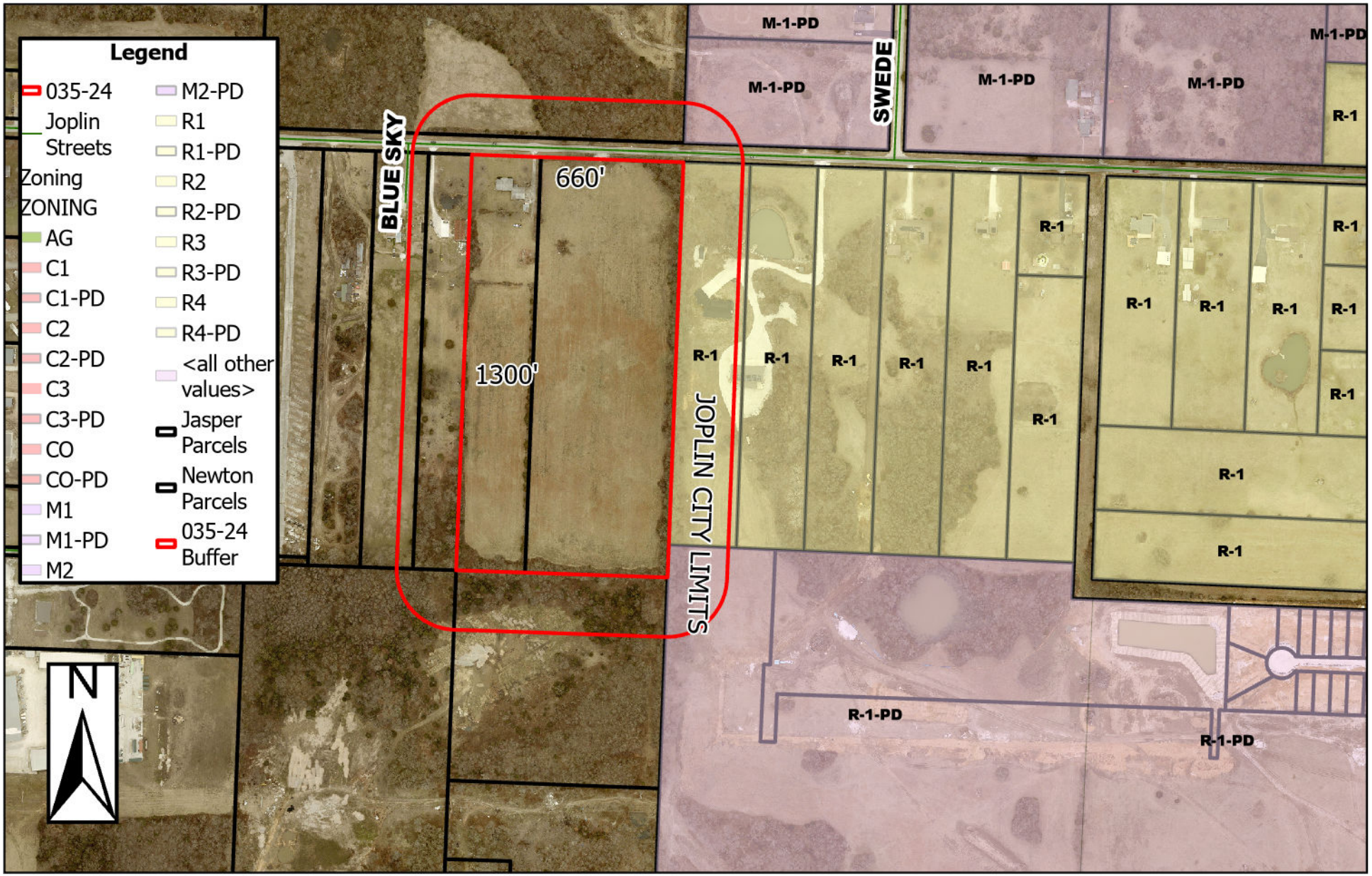
ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 035-24: Rezoning



642 E Fountain Rd - Rezoning - A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) - Margaret & Ellis Townsend

0 125 250 500 750 1,000 Feet

Case 035-24: Rezoning

642 E Fountain Rd- Rezoning- A request to rezone from District R-1 (Single- Family Residential) to District R-2 (Two- Family Residential)- Robertson Trust

Mr. Kimble asked if the applicant would come forward and state their name and address for the record.

Micah Souder of 811 E 3rd St. Joplin, Missouri presented the case on behalf of Robertson Trust.

Mr. Souder stated that the property was no longer under contract and that Shuber Mitchell has taken ownership. Mr. Souder explained that the reason for the request for rezoning is so the new owners could build multiple homes on the property.

Mr. Kimble asked the commission if they had any questions for the applicant.

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

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

Mr. Kimble opened the floor to the commission for a motion of this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 035-24. THIS MOTION WAS SECONDED BY MS. KLUE- MICHAEL. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT)

Rezoning Procedures

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

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

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

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

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

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

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

Rezoning Application

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

Office Use Only
Case No.: 035-24
Filing Fee: $600.00
Received: 10/4/24
Date Advertised: _____
Proj. No.: 24-111
Public Hearing Date: 11/11/24

Applicant: Schuber Mitchell Homes, LLC Phone No.: 636-577-4220

Address: 2340 S. Rangline Rd, Joplin, MO 64804 Email: keaker@schubermitchell.com

Owner: Robertson Tr Phone No.: _____

Address: _____ Email: _____

Location of Property: 642 East Fountain Road

Present Use of Property: Residential & Agricultural

Proposed Use of Property: Residential

Current Zoning: Agricultural Requested Zoning: R-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Agricultural	N/A
South	Industrial	N/A
East	Residential	R-1
West	Residential	N/A

Character of the Neighborhood: Low-density residential, R-1 PD residential, and industrial.

Relationship to Existing Zoning Pattern:

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

If yes, explain: The proposed R-2 zoning matches generally with the surrounding low-density residential and with the zoning of the nearby Emerald Glades subdivision.

Conformance with Comprehensive Plan:

Yes	No	
■	☐	Consistent with Development Policies? Note: low-density residential
■	☐	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: Fountain Road

Classification of Street(s):

Arterial ☐ Collector ☐ Local ■

Right-of-Way Width: 60 feet

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: A preliminary plat will be submitted to the City of Joplin for review and approval per the City's code of ordinances which will show how lots, street right-of-way, and drainage & utility easements will be laid out throughout the subdivision.

Unique Characteristic of Property and/or Additional Comment:

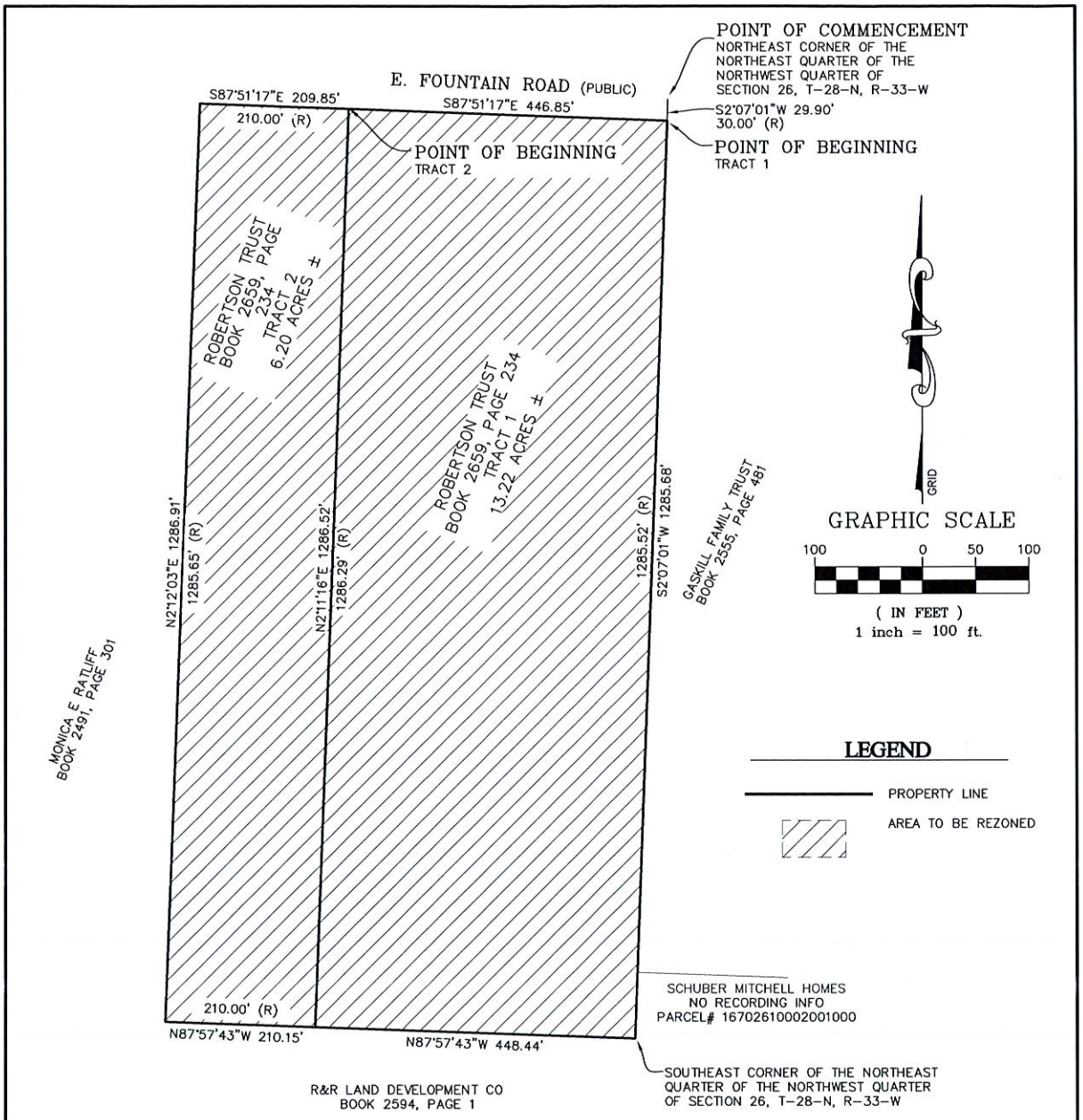
This development is planned to connect to the Northwest corner of phase 6 of the Emerald Glades subdivision.

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. Owner affidavit will be provided ahead of public meetings.

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:** 10/4/2024



REZONING DESCRIPTION

TRACT 1:
A PART OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION, THENCE S 02°07'19" W ALONG THE EAST LINE OF SAID QUARTER, QUARTER 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FOUNTAIN ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE S 02°07'19" W 1285.52 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER, QUARTER, THENCE N 87°57'37" W ALONG THE SOUTH LIE OF SAID QUARTER, QUARTER, 448.44 FEET; THENCE N 02°11'34" E 1286.29 FEET TO THE SOUTH RIGHT-OF-WAY OF FOUNTAIN ROAD, THENCE S 87°51'41" E ALONG SAID RIGHT-OF-WAY 446.85 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESERVATIONS OF RECORD, CONTAINING 13.21 ACRES, MORE OR LESS.

REZONING DESCRIPTION CONT.

TRACT 2:
A PART OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION, THENCE S 02°07'19" W ALONG THE EAST LINE OF SAID QUARTER, QUARTER 30.00 FEET TO THE SOUTH RIGHT-OF-WAY OF FOUNTAIN ROAD, THENCE N 87°51'41" W ALONG SAID RIGHT-OF-WAY 446.85 FEET TO THE POINT OF BEGINNING, THENCE S 02°11'34" W 1286.29 FEET TO THE SOUTH LINE OF SAID QUARTER, QUARTER, THENCE N 87°57'37" W ALONG SAID SOUTH LINE 210.00 FEET TO THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID QUARTER, QUARTER, THENCE N 02°11'34" E ALONG SAID WEST LINE 1285.65 FEET TO THE SOUTH LINE OF FOUNTAIN ROAD, THENCE S 87°57'41" E ALONG SAID RIGHT-OF-WAY 210.00 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD, CONTAINING 6.20 ACRES MORE OR LESS.

DRAWING NUMBER: JOP-100-7522

811 E. Third Street
Joplin, MO 64801
417.782.7399
COA# 00062
FORMERLY ANDERSON ENGINEERING
OWN

SCHUBER MITCHELL HOMES, LLC
REZONING
SKETCH
FOUNTAIN ROAD, JASPER COUNTY, MISSOURI

DRAWN BY: TSR	FIELD BY:
DATE: 09/16/2024	FIELD BK:

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OWNERSHIP AFFIDAVIT AND CONSENT

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

Rezoning Legal Description and Rezoning Exhibit Attached

(legal description) more commonly known as 642 E Fountain Rd, Joplin, MO 64801. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for Schuber Mitchell Homes, LLC to speak on my behalf and act as my Agent at the meeting in Case Number 035-24.

Date: 10/7/24

Signature of Owner

Roger Robertson
Printed Name

Signature of Owner

Gloria Robertson
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 7th day of October, 2024.

OSCAR CARCENO
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 24875610
My Commission Expires 02-07-2028

Notary

My commission expires: 2-7-28

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

Z&P Meeting: November 11, 2024
City Council Meeting: December 2, 2024

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 035-24 A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential)

LOCATION 642 E Fountain Rd

APPLICANT Gloria and Roger Robertson/Robertson Trust

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper County)	Single-Family Home	Approximately 19 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	N/A (Jasper County)	R-1	N/A (Jasper County)	N/A (Jasper County)
Land Use	Vacant	Single-Family Residential Home	Vacant	Single-Family Residential Home

FUTURE LAND USE

The property is not identified on the Future Land Use Map, but nearby areas are identified as Low Density Residential on the Future Land Use Map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E Fountain Rd	Local	60′

UTILITIES

City Sewer needs to be extended.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Under the terms of the Joplin Development Code, R-2 is identified as a compatible use for low-density development.

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

Unincorporated property automatically receives an R-1 District designation when it is annexed into City Limits. The change in zoning will allow for more residential homes to be constructed.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This property is consistent with the City's development patterns. The existing Emerald Glades Subdivision is zoned R-1 PD and developed at a higher density (50′ wide lots). The change in zoning for this property will allow the owners to develop the property and create lots at the same density as the surrounding area.

DISCUSSION

Schuber Mitchell Homes seeks to purchase these 19 acres from the Robertsons. They wish to connect this to their subdivision which is currently under construction (Emerald Glades). The lots developed here will be of the same/similar size in their new proposed addition.

Staff recommends approval of Case 035-24.

ENCLOSURES

- Map of property
- Application

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-294 – Rezoning

MEETING DATE:
December 2, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 035-24: 642 E Fountain Rd – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District R-2 (Two-Family Residential) – Robert & Gloria Robertson

BACKGROUND:
Schuber Mitchell Homes seeks to purchase these 19 acres from the Robertsons. Unincorporated property automatically receives an R-1 District designation when it is annexed into City Limits. The change of zoning will allow for more residential homes to be constructed. They wish to connect this to their subdivision that is currently under construction (Emerald Glades). The lots they propose to develop will be to the same density as those of Emerald Glades.

PLANNING & ZONING COMMISSION TESTIMONY:
Schuber Mitchell and OWN Engineering represented the case.

PUBLIC COMMENT;
None.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2024-294
Planning & Zoning Commission recommends approving Case 035-24 (6 in Favor, 0 Opposed, 1 Absent)

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

P & Z Case 035-24
Roger & Gloria Robertson (Robertson Trust)
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2024-294 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District R-2 (Two-Family Residential) property as described below and located at 642 E Fountain Rd, Jasper County, Missouri.

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

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

TRACT 1: A PART OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION, THENCE S 02°07'19" W ALONG THE EAST LINE OF SAID QUARTER, QUARTER 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FOUNTAIN ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST LINE S 02°07'19" W 1285.52 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER, QUARTER, THENCE N 87°57'37" W ALONG THE SOUTH LIE OF SAID QUARTER, QUARTER, 448.44 FEET; THENCE N 02°11'34" E 1286.29 FEET TO THE SOUTH RIGHT-OF-WAY OF FOUNTAIN ROAD, THENCE S 87°51'41" E ALONG SAID RIGHT-OF-WAY 446.85 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS AND RESERVATIONS OF RECORD, CONTAINING 13.21 ACRES, MORE OR LESS.

TRACT 2: A PART OF THE EAST ONE-HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 28, RANGE 33, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION, THENCE S 02°07'19" W ALONG THE EAST LINE OF SAID QUARTER, QUARTER 30.00 FEET TO THE SOUTH RIGHT-OF-WAY OF FOUNTAIN ROAD, THENCE N 87°51'41" W ALONG SAID RIGHT-OF-WAY 446.85 FEET TO THE POINT OF BEGINNING, THENCE S 02°11'34" W 1286.29 FEET TO THE SOUTH LINE OF SAID QUARTER, QUARTER,

THENCE N 87°57'37" W ALONG SAID SOUTH LINE 210.00 FEET TO THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF SAID QUARTER, QUARTER, THENCE N 02°11'34" E ALONG SAID WEST LINE 1285.65 FEET TO THE SOUTH LINE OF FOUNTAIN ROAD, THENCE S 87°57'41" E ALONG SAID RIGHT-OF-WAY 210.00 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD, CONTAINING 6.20 ACRES MORE OR LESS.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2024, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
NOVEMBER 18, 2024
MEETING MINUTES

CALL TO ORDER

The November 18, 2024, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Community Support Services of Missouri.

ROLL CALL

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

Absent: Ryan Jackson

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

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Drew Douglas, Director of Marketing and Communications presented.

CITIZEN REQUESTS AND PETITIONS

Mary Price spoke regarding Prop B Sunset Tax

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2024-295

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

COUNCIL BILL NO. 2024-295

Troy Bolander, Director of Planning and Neighborhood Services introduced Council Bill No. 2024-295- AN ORDINANCE approving and authorizing the abatement of ad valorem real estate taxes on the improvements to the real property located at 401-411 South Virginia Avenue, Joplin, Missouri; also known as the Hollcroft and Stults Building; taxes will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2025 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2035 ; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney. No vote taken at this time. The item will be formally considered under First Reading.

CONSENT AGENDA

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

Approve minutes of the November 11, 2024, City Council meeting.

COUNCIL BILL NO. 2024-149 - AN ORDINANCE approving an agreement with Jeff Asbell Excavating & Trucking Inc. in the amount of Four hundred thirty-four thousand, three hundred ninety-three dollars and 18/100 DOLLARS ($434,393.18) for Cox Avenue Stormwater Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2024-161.**

COUNCIL BILL NO. 2024-150 - AN ORDINANCE approving a consultation agreement with TransPro Consulting LLC. in the not to exceed amount of Three Hundred and Four Thousand, Eight Hundred and Fifty-nine dollars and Fifty-Two Cents ($304,859,52) to provide evaluation, planning and implementation services and the feasibility of a regional transportation authority for the City of Joplin Transit system. and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2024-162.**

COUNCIL BILL NO. 2024-284 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and including in District C-1 PD (Neighborhood Commercial – Planned Development) property as described below and located at 2517 E 20th St. **Ordinance No. 2024-163.**

COUNCIL BILL NO. 2024-285 - AN ORDINANCE providing to vacate a utility easement, lying on property described as 1403 E Valley St, City of Joplin, Jasper County, Missouri. **Ordinance No. 2024-164.**

COUNCIL BILL NO. 2024-287 - AN ORDINANCE providing to vacate a sewer easement, lying on property described as 2128 S Maiden Ln, City of Joplin, Jasper County, Missouri. **Ordinance No. 2024-165.**

COUNCIL BILL NO. 2024-516 - AN ORDINANCE amending Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A as adopted by Ordinance No. 2022-119 of the City of Joplin and enacting in lieu thereof an amended Section 2.01A, Applications and Fees, Article 2, Procedures, of the Joplin Development Code, Appendix 29A; and, enacting Section 94-100, Application Fees, Article V, Permits and Fees, of Chapter 94, Planning, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective. **Ordinance No. 2024-166.**

COUNCIL BILL NO. 2024-624 -AN ORDINANCE approving a Purchase Order to be issued to Superion to cover the annual support payment for the financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Council Bill 2024-514 on October 21, 2024; and establishing a date when it shall become effective. **Ordinance No. 2024-167.**

COUNCIL BILL NO. 2024-626 - AN ORDINANCE approving an agreement by and between the City of Joplin and Central Square Technologies, LLC., for the addition of an Enterprise Asset Management System, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this ordinance shall become effective. **Ordinance No. 2024-168.**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2024-148

Mr. Lawson introduced Council Bill No, 2024-148- AN ORDINANCE approving an agreement with D&E Plumbing & Heating Inc. in the amount of Two million, five hundred eighty-eight thousand, five hundred sixty-one dollars and 00/100 ($2,588,561.00) for Joplin ARPA Group B Project and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. DeTar, that Council Bill No. 2024-148 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Lawson, and Shaw, 8. Absent: Jackson, 1. The Council Bill was declared adopted and entitled

Ordinance No. 2024-169.

COUNCIL BILL NO. 2024-152

Mr. DeTar introduced Council Bill No, 2024-152- AN ORDINANCE approving the City of Joplin to enter into an agreement with Emery Sapp and Sons Inc. in the amount of Nine Million Eight Hundred Seventy-Eight Thousand Two Hundred Forty-One and 50/100 dollars ($9,878,241.50) for construction of the 20th Street Widening Project from Schifferdecker Avenue to Central City Road and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Bard, that Council Bill No. 2024-152 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Lawson, and Shaw, 8. Absent: Jackson, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-170.**

COUNCIL BILL NO. 2024-153

Mr. DeTar introduced Council Bill No, 2024-153- AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of Five Hundred Sixty-Eight Thousand Two Hundred Fifty and 00/100 dollars ($568,250.00) for professional engineering services for the Pennsylvania Avenue Viaduct Removal project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Copple, that Council Bill No. 2024-153 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Lawson, and Shaw, 8. Absent: Jackson, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-171.**

COUNCIL BILL NO. 2024-154

Mr. DeTar introduced Council Bill No, 2024-154- AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of Six Hundred Two Thousand Five Hundred and 00/100 dollars ($602,500.00) for professional engineering services for the Willow Branch Stormwater Study project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Copple, that Council Bill No. 2024-154 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Lawson, and Shaw, 8. Absent: Jackson, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-172.**

COUNCIL BILL NO. 2024-155

Mr. DeTar introduced Council Bill No, 2024-155- AN ORDINANCE approving a Work Authorization with Olsson in the not to exceed amount of Two Hundred Twenty-Seven Thousand Six Hundred Sixty-Four and 00/100 dollars ($227,664.00) for professional engineering services for the Willow Branch 7th Street Improvements project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Dr. Farnham that Council Bill No. 2024-155 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Lawson, and Shaw, 8. Absent: Jackson, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2024-173.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2024-151

Mr. Lawson introduced Council Bill No. 2024-151 - AN ORDINANCE amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of Division 6, Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri. Motion by Mr. Lawson, second by Mr. Bard that Council Bill No. 2024-151 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Lawson, and Shaw, 8. Absent: Jackson, 1. The Bill was read as Council Bill No. 2024-151.

COUNCIL BILL NO. 2024-295

Mr. DeTar introduced Council Bill No. 2024-295 - AN ORDINANCE approving and authorizing the abatement of ad valorem real estate taxes on the improvements to the real property located at 401-411 South Virginia Avenue, Joplin, Missouri; also known as the Hollcroft and Stults Building; taxes will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2025 and fifty (50%) for the following fifteen (15) years, commencing January 1, 2035 ; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney. Motion by Mr. DeTar, second by Mr. Lawson that Council Bill No. 2024-295 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Lawson, and Shaw, 8. Absent: Jackson, 1. The Bill was read as Council Bill No. 2024-295.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

The meeting was adjourned at 7:17 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-151 New Rate Structure for Joplin Sewer Utilities.

MEETING DATE
November 18, 2024

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2024-151, Sewer Rate Study Report the City of Joplin MO Sewer Rate Study 169660

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

SUMMARY
This Council Bill approves a New Rate Structure for all customers inside and outside the city limits for sewer utilities per guidance set by the Sewer Rate Study Report the City of Joplin MO Sewer Rate Study 169660 performed by Burns and McDonnell.

BACKGROUND
The current sewer rates were established by a rate study conducted in 2019 and became effective April 1, 2020. Council Bill 2019-161 authorized the incorporation of the City's current rate structure for the customers of Joplin. Those rates were set for a five-year period that will end March 31, 2025. On March 19, 2024, the City of Joplin hired Burns and McDonnell (Council Bill 2024-111) to convene a rate study analysis to determine what rates are needed to fund the city's wastewater treatment and maintenance programs. That study is the basis for the recommended action. Staff and representatives of Burns and McDonnell presented the council with the proposed new rate structure on August 12, 2024, during a Council work session. One priority of this 5-year rate study is to move the rate structure to recover more costs through the volumetric fees rather than the fixed fees. This rate structure is built on that priority as users with more volume will see a larger increase than those using less volume. During the presentation, Council also sought an improved rate structure for industrial users, which has been incorporated in the final rates included in this Council Bill. While the rate study recommends an overall average increase in sewer rates of 4.0% in each of the five years from 2025 to 2029, it is not an across-the-board 4% increase for all users. Residential users with small volume usage will see increases of 2.7% to 3% each year, while residential users with larger volume usage will see increases of 4.2% to 5.4% as shown on page 1-5 of the final study. Additionally, industrial users will be assessed with a uniform fee designed to help recover costs of operating and administering the industrial pretreatment and monitoring program. This rate structure better matches the revenue generated from the service to the expenses of the system by user class, which is Commercial, Industrial and Residential as shown on Page 3-8 of the final report. As in past years, all customers served that are not within the city limits of Joplin will pay those same rates, with a multiplier of 1.3, which equals a 30% out-of-town surcharge.

After revising the rate structure to meet Council's goals, City staff proceeded with holding a public meeting and preparing the necessary council bill for consideration. Satellite jurisdictions and industries that transport their wastewater to the City of Joplin where it is treated and discharged in accordance with our NPDES permit issued by the State of Missouri were contacted by letter informing them of the proposed new rate structure. City staff and representatives of Burns and McDonnell met with local industries on October 29th, 2024, to discuss proposed changes and the new industrial user fee. On October 30, 2024, staff held an open forum public meeting at City Hall to inform stakeholders of the proposed rate changes and field any questions or comments. Approval of this rate structure will provide the City with the resources to adequately operate and maintain the wastewater collection and treatment system in a manner that will meet our permit requirements.

RECOMMENDATION

Staff recommends adoption of this Council Bill on 1st reading.

1898 & CO.
PART OF BURNS McDONNELL

SEWER RATE STUDY REPORT

THE CITY OF JOPLIN, MO

SEWER RATE STUDY

169660

FINAL

October 23, 2024

Disclaimer

1898 & Co.® is a part of Burns & McDonnell that performs or provides business, technology, and consulting services. 1898 & Co. does not provide legal, accounting, or tax advice. The reader is responsible for obtaining independent advice concerning these matters. That advice should be considered by reader, as it may affect the content, opinions, advice, or guidance given by 1898 & Co. Further, 1898 & Co. has no obligation and has made no undertaking to update these materials after the date hereof, notwithstanding that such information may become outdated or inaccurate. These materials serve only as the focus for consideration or discussion; they are incomplete without the accompanying oral commentary or explanation and may not be relied on as a stand-alone document.

The information, analysis, and opinions contained in this material are based on publicly available sources, secondary market research, and financial or operational information, or otherwise information provided by or through 1898 & Co. clients whom have represented to 1898 & Co. they have received appropriate permissions to provide to 1898 & Co., and as directed by such clients, that 1898 & Co. is to rely on such client-provided information as current, accurate, and complete. 1898 & Co. has not conducted complete or exhaustive research, or independently verified any such information utilized herein, and makes no representation or warranty, express or implied, that such information is current, accurate, or complete. Projected data and conclusions contained herein are based (unless sourced otherwise) on the information described above and are the opinions of 1898 & Co. which should not be construed as definitive forecasts and are not guaranteed. Current and future conditions may vary greatly from those utilized or assumed by 1898 & Co.

1898 & Co. has no control over weather; cost and availability of labor, material, and equipment; labor productivity; energy or commodity pricing; demand or usage; population demographics; market conditions; changes in technology, and other economic or political factors affecting such estimates, analyses, and recommendations. To the fullest extent permitted by law, 1898 & Co. shall have no liability whatsoever to any reader or any other third party, and any third party hereby waives and releases any rights and claims it may have at any time against 1898 & Co. and any Burns & McDonnell affiliated company, with regard to this material, including but not limited to the accuracy or completeness thereof.

Any entity in possession of, or that reads or otherwise utilizes information herein is assumed to have executed or otherwise be responsible and obligated to comply with the contents of any Confidentiality Agreement and shall hold and protect its contents, information, forecasts, and opinions contained herein in confidence and not share with others without prior written authorization.

CONTENTS

1.0 Executive Summary 1-1

1.1 Project Background 1-1
1.2 Industry Trends in Water and Sewer Rates 1-1
1.3 Project Approach 1-2
1.4 Financial Planning 1-3
1.5 Cost of Service 1-3
1.6 Existing and Proposed Rates 1-4

2.0 Financial Planning Analysis 2-1

2.1 Introduction 2-1
2.2 Sewer Utility Revenues under Existing Rates 2-1
2.2.1 Historical and Projected Customers and Volumes 2-1
2.2.2 Existing Sewer Rates 2-2
2.2.3 User Revenues under Existing Rates 2-3
2.3 Sewer Utility Expenditures 2-3
2.3.1 O&M Expenses 2-3
2.3.2 Projected Capital Improvement Expenditures 2-4
2.3.3 Existing and Proposed Debt Service Requirements 2-6
2.3.4 Sewer Utility Operating and Capital Flow of Funds 2-6

3.0 Cost of Service Analysis 3-1

3.1 Introduction 3-1
3.2 Sewer Cost of Service 3-1
3.2.1 Net Revenue Requirements 3-1
3.2.2 Cost of Service Methodology 3-2
3.2.3 Functional Cost Assignment 3-2
3.2.4 Units of Service 3-4
3.2.5 Unit Cost Development 3-5
3.2.6 Allocation of Costs to Customer Classes 3-6

4.0 Rate Design 4-1

4.1 Introduction 4-1
4.2 Existing and Proposed Rates 4-1
4.3 Bill Impact from Proposed Rates 4-2
4.4 Regional Sewer Comparison 4-4

FIGURES

Figure 1-1: Changes in General Inflation and Water and Sewer Costs 1-1
Figure 1-2: Study Methodology 1-2
Figure 1-3: Residential Sewer Monthly Bill Comparison at 4 Thousand Gallons per Month 1-5
Figure 3-1: Comparison of Sewer Revenue Under Existing Rates to Allocated Cost of Service 3-7
Figure 4-1: Residential Sewer Monthly Bill Comparison at 4 Thousand Gallons per Month 4-5

TABLES

Table 1-1: Existing and Proposed Rates 1-4
Table 1-2: Residential Bill Impact 1-5
Table 2-1: Historical and Projected Sewer Accounts and Volume 2-2
Table 2-2: Existing Sewer Rates 2-2
Table 2-3: Historical and Projected Sewer User Revenues 2-3
Table 2-4: Historical and Projected Sewer Operating & Maintenance Expense 2-4
Table 2-5: Sewer Capital Improvement Program 2-5
Table 2-6: Existing & Proposed Debt Service 2-6
Table 2-7: Sewer Utility Operating and Capital Flow of Funds 2-8
Table 3-1: Test Year 2025 Sewer Net Revenue Requirements 3-2
Table 3-2: O&M Functional Allocation of Test Year Costs 3-3
Table 3-3: Capital Functional Allocation of Test Year Costs 3-4
Table 3-4: Sewer Units of Service 3-4
Table 3-5: Sewer Unit Cost Development 3-5
Table 3-6: Sewer Cost Allocation to Customer Classes 3-6
Table 4-1: Existing and Proposed Sewer Rates 4-2
Table 4-2: Residential Sewer Bills Under Existing and Proposed Rates 4-3
Table 4-3: Commercial Sewer Bills Under Existing and Proposed Rates 4-3
Table 4-4: Industrial Sewer Bills Under Existing and Proposed Rates 4-4

1.0 Executive Summary

1.1 Project Background

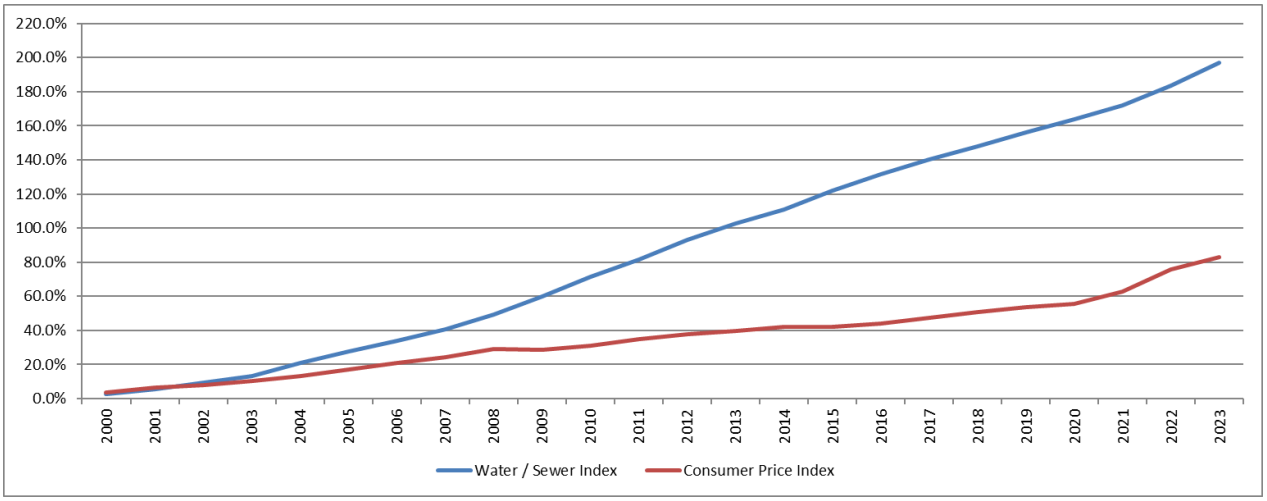
1898 & Co. was engaged by the City of Joplin (the City) to conduct a sewer rate study (the Study) that (i) evaluates financial planning of the system which will provide an indication of the adequacy of the revenue generated by current rates, and (ii) proposed rates to generate indicated revenues and recover costs for the sewer utility. This Report summarizes the results of the Study.

1.2 Industry Trends in Water and Sewer Rates

Many factors impact the cost of providing municipal sewer service. One universal challenge for most municipal sewer utilities involves implementing and sustaining adequate renewal and replacement of aging infrastructure, particularly sewer mains. Other dynamics may include compliance with regulatory requirements, inflation on operating and capital costs, and a general trend in declining consumption, which is often associated with more efficient fixtures and appliances and greater awareness of water conservation. Each utility is different, and the relative importance of these dynamics will vary by utility.

However, as shown in Figure 1-1, there is no doubt that household water and sewer rate costs have substantially outpaced general inflation in the United States. The United States Bureau of Labor Statistics (BLS) tracks many facets of inflation, including the Consumer Price Index for all Urban Consumers (CPI-U) which measures inflation at the household level. The BLS also tracks an index for combined household water and sewer costs. Figure 1-1 shows the trend in these indices since 2020.

Figure 1-1: Changes in General Inflation and Water and Sewer Costs



Since 2000 the water and sewer index has increased nearly 5 percent per year, while CPI's annual rate of change is about 2.5 percent per year.

Other industry surveys reach similar conclusions regarding water and/or sewer rates. The National Association of Clean Water (NACWA) annually updates its Cost of Clean Water Index, which specifically surveys sewer utilities nationwide regarding the cost of residential sewer service. From 1985 through 2023, the annual increase according to this survey has been 4.7 percent per year. American Water Works Association (AWWA) also conducts a broad, periodic water and sewer rate survey with results indicating

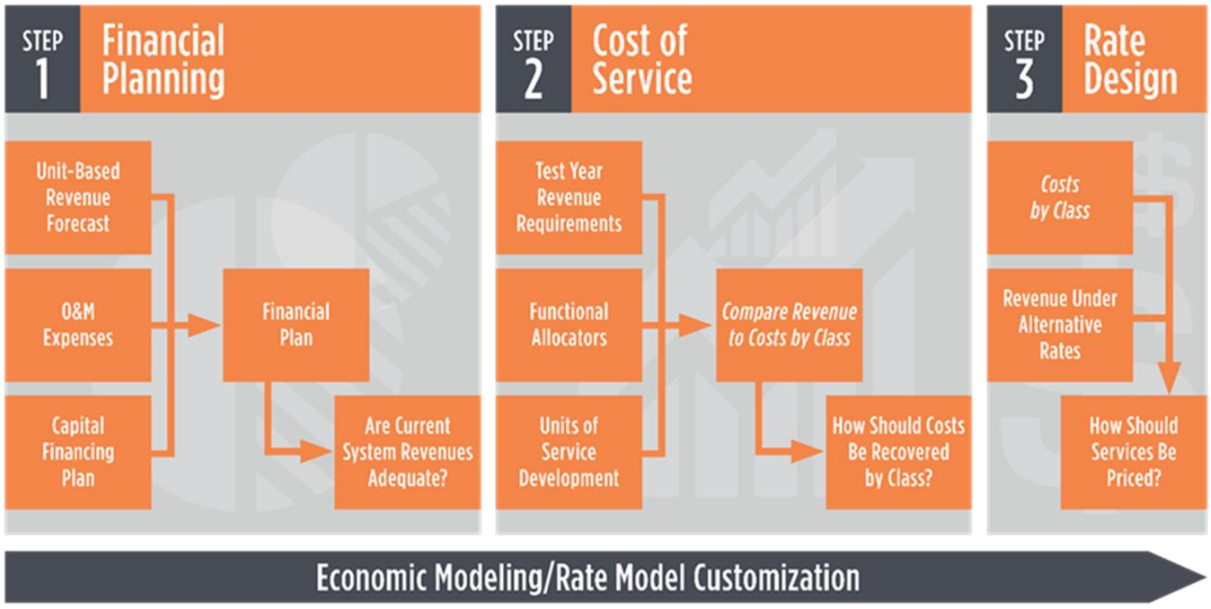
average annual rate increases of 5.1 percent per year for water and 5.6 percent per year for sewer from 1996 to 2018.

Every utility is unique, and the dynamics impacting rates can vary widely. However, when reviewing water and sewer financial plans, understanding what is happening to household water and sewer costs nationwide is helpful context.

1.3 Project Approach

To meet the project objectives, 1898 & Co. conducted the rate study in a three-step approach. This approach, depicted in Figure 1-2, is grounded in the principles established by the American Water Works Association (AWWA) M1 Rate Manual and the Water Environment Federation (WEF) Financing and Charges for Wastewater Systems.

Figure 1-2: Study Methodology



Step 1: Financial Planning provides an indication of the adequacy of the revenue generated by current rates. The results of the financial forecast analysis answer the questions "Are the existing rates adequate?" and "If not, what level of overall revenue increase is needed?" The Financial Planning Analysis is presented in Section 2.0 of this report.

Step 2: Cost of Service focuses on assigning cost responsibility to customer classes. Each customer class is allocated a share of the overall system costs commensurate with the level of service provided. The net revenue requirements (costs to be recovered from rates) identified in Step 1 are allocated to customers in accordance with industry standards and principles and system specifics. The Cost of Service Analysis is detailed in Section 3.0 of this report.

Step 3: Rate Design provides for revenue recovery. Once the overall level of revenue required is identified and customer class responsibility for that level of revenue is estimated, schedules of rates for each rate

class are developed that will generate revenues accordingly. The Rate Design Analysis is detailed in Section 4.0 of this report.

1.4 Financial Planning

Comprehensive financial planning conducted for the sewer utility indicates that revenues under existing rates are not sufficient to meet the utility's projected cash obligations over the five-year study period. The need for revenue adjustments is influenced by the following factors:

- Inflationary impacts on operation and maintenance expenses and future capital improvements.
- Large capital improvement needs within the utility's collection and distribution system.
- Sustaining reasonable reserves and debt service coverage.

Financial planning assumptions are described in Section 2.0 of this report. The proposed financial plans presented in this report were evaluated based on the following guiding principles:

- To the extent possible, minimize sudden and substantial revenue adjustments.
- Maintain projected operating reserves each year in an amount equal to a minimum of 90 days of O&M.
- Mitigate new debt issuance where possible.
- Provide adequate funding for each utility's anticipated capital improvements.

Financial planning described in Section 2.0 indicates the planned system-wide revenue increases of 4 percent per year are sufficient to fund ongoing operations and maintenance expenses and needed capital improvements.

1.5 Cost of Service

The cost of service analysis is focused on determining revenue responsibility. Once the overall need for revenue increases is identified through financial planning, cost of service analysis helps identify the cost of providing sewer collection and treatment to various customer classes.

Ultimately, the cost of service analysis compares the revenues received from each customer class under the existing schedule of rates with the allocated cost responsibility for that class, which helps inform rate design.

The cost of service analysis was developed in the following steps:

- Determine the net revenue requirements to be recovered from user charges.
- Allocate test period operating and capital costs.
- Estimate the system test period units of service.
- Develop test period unit costs of service by class.
- Assign the costs of service to customer classes.

To develop rates equitably, the utility customer classes are allocated their respective share of the total cost of service according to their use of the system. Costs are assigned through consideration of contributed volume, levels of infiltration/inflow, sewer strength loadings, customer costs, and other relevant factors.

1.6 Existing and Proposed Rates

The primary focus of Step 3, Rate Design, is to develop proposed rates for the utility to progress toward the following goals:

- Generate adequate revenues to meet the projected operating and capital costs, while maintaining sound financial performance.
- Provide revenue stability.
- Provide cost recovery that is reasonably commensurate with the cost of providing service.

Table 1-1 shows the existing and proposed sewer rates for Inside City customers. The City's sewer rates consist of a monthly volumetric charge per thousand gallons of water used and a monthly meter charge based on the size of the customer's meter. Surcharge rates for customers contributing flow greater than 350 mg/L are shown in dollars per pound of surcharge strength for BOD and TSS. An industrial pretreatment fee is developed as a result of this study and can be seen on Line 11. The development of the proposed rates is discussed further in Section 4.0 of this report.

Table 1-1: Existing and Proposed Rates

Line No.	Description	Existing 2024	Proposed 2025	2026	2027	2028	2029
	INSIDE CITY						
	Monthly Facility Charge - $/bill						
1	3/4" or smaller	$ 40.29	$ 41.20	$ 42.13	$ 43.08	$ 44.05	$ 45.04
2	1"	$ 51.71	$ 52.87	$ 54.06	$ 55.28	$ 56.52	$ 57.79
3	1.5"	$ 80.33	$ 82.14	$ 83.99	$ 85.88	$ 87.81	$ 89.79
4	2"	$ 114.64	$ 117.22	$ 119.86	$ 122.56	$ 125.32	$ 128.14
5	3"	$ 194.71	$ 199.09	$ 203.57	$ 208.15	$ 212.83	$ 217.62
6	4"	$ 309.04	$ 315.99	$ 323.10	$ 330.37	$ 337.80	$ 345.40
7	6"	$ 595.00	$ 608.39	$ 622.08	$ 636.08	$ 650.39	$ 665.02
8	**Volume Charge - $/1,000 gal**	$ 2.64	$ 2.80	$ 3.02	$ 3.26	$ 3.52	$ 3.80
9	**BOD Surcharge - $/lb**	$ 1.11	$ 1.13	$ 1.15	$ 1.17	$ 1.19	$ 1.21
10	**SS Surcharge - $/lb**	$ 0.68	$ 0.69	$ 0.70	$ 0.71	$ 0.72	$ 0.73
11	**Industrial Pretreatment Fee - $/bill**	$ -	$ 150.00	$ 156.00	$ 162.24	$ 168.73	$ 175.48

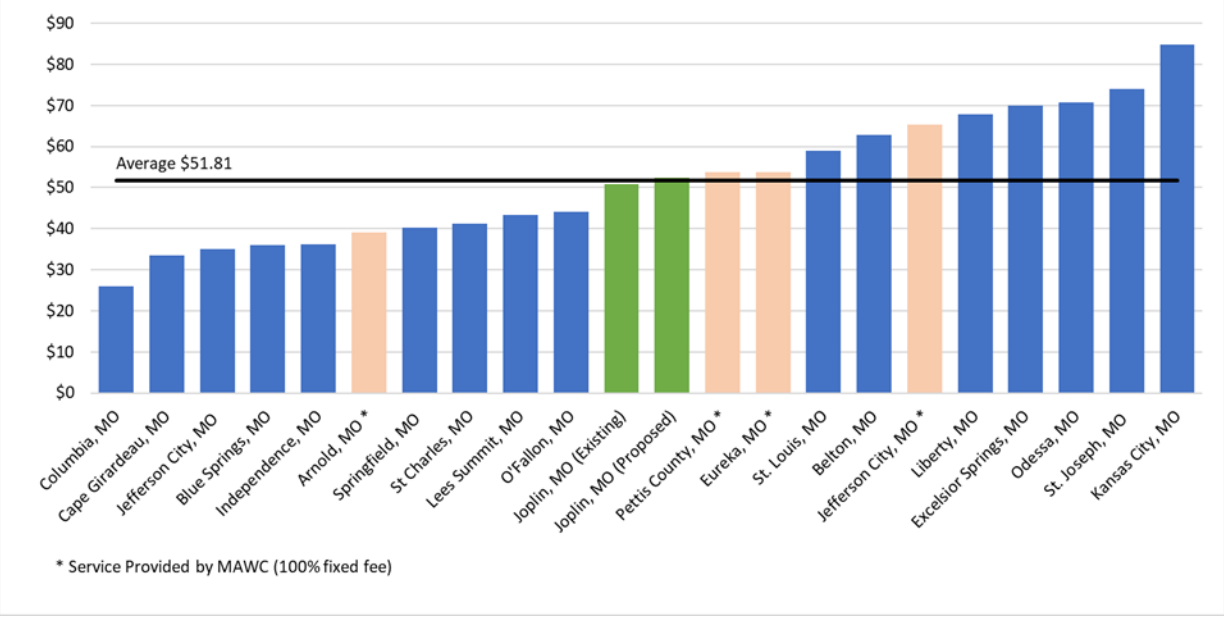
Table 1-2 shows the residential sewer bill under existing and proposed rates.

Table 1-2: Residential Bill Impact

Line No.	Billable Flow *Kgal*	Existing 2024	2025	2026	2027	2028	2029
			Proposed Monthly Bill				
1	2.0	$ 45.57	$ 46.80	$ 48.27	$ 49.70	$ 51.19	$ 52.74
2	4.0	$ 50.85	$ 52.40	$ 54.31	$ 56.22	$ 58.23	$ 60.34
3	8.0	$ 61.41	$ 63.60	$ 66.39	$ 69.26	$ 72.31	$ 75.54
4	16.0	$ 82.53	$ 86.00	$ 90.55	$ 95.34	$ 100.47	$ 105.94
			Change in Monthly Bill ($)				
5	2.0		$ 1.23	$ 1.47	$ 1.43	$ 1.49	$ 1.55
6	4.0		$ 1.55	$ 1.91	$ 1.91	$ 2.01	$ 2.11
7	8.0		$ 2.19	$ 2.79	$ 2.87	$ 3.05	$ 3.23
8	16.0		$ 3.47	$ 4.55	$ 4.79	$ 5.13	$ 5.47
			Change in Monthly Bill (%)				
9	2.0		2.7%	3.1%	3.0%	3.0%	3.0%
10	4.0		3.0%	3.6%	3.5%	3.6%	3.6%
11	8.0		3.6%	4.4%	4.3%	4.4%	4.5%
12	16.0		4.2%	5.3%	5.3%	5.4%	5.4%

A comparison of rates for twenty-one regional utilities was conducted based on rates in effect as of July 1, 2024. Figure 1-3 shows the monthly bill for a 5/8-inch meter using 4 thousand gallons a month for each of these providers. The regional typical bill ranges from $26 per month to $85 per month, with the City currently just below the average of $51.81 per month. Implementing the proposed 2025 rates does not meaningfully impact the competitive position of the City's average residential sewer bill. Note that a portion of the surveyed communities are likely to experience rate increases in 2025. As mentioned earlier, nationwide annual rate increases for water and sewer service amount to about 5 percent per year, suggesting rates for other communities will increase over time.

Figure 1-3: Residential Sewer Monthly Bill Comparison at 4 Thousand Gallons per Month



2.0 Financial Planning Analysis

2.1 Introduction

The primary issue addressed in the Financial Planning Analysis is revenue sufficiency. The results of the Financial Planning Analysis answer the questions:

- Are existing rates sufficient to fund anticipated operating and capital costs?
- If not, what level of overall revenue increase is needed?

To determine if revenues under the existing rates are sufficient to meet the City's future operating and capital costs, 1898 & Co. prepared a five-year financial projection of revenues and expenditures. A comparison of projected revenues and expenditures provides insight into the sufficiency of overall revenue levels.

Our approach to Financial Planning involves the following basic steps:

1. Project revenues under existing rates.
2. Project sewer utility expenditures, including operating and capital costs.
3. Develop a multi-year financial plan, including the budget year and a five-year forecast period.

The planning period includes the current fiscal year (FY) 2024 as a budget year and a five-year forecast period, FY 2025 through FY 2029. The City's fiscal year ends on October 31, and the projected periods in the financial plan recognize the same fiscal year.

2.2 Sewer Utility Revenues under Existing Rates

The first step in the Financial Plan Analysis was to project revenues under the existing rate schedule. To complete this step required an analysis of sewer customers, volumes, and revenues.

2.2.1 Historical and Projected Customers and Volumes

Error! Reference source not found. presents the historical and projected sewer customers and billed consumption by customer class served by the City. Based on discussion with City staff and a trend analysis of recent historical accounts, usage, and surcharge strength, the forecast of these billing determinants were assumed to be constant over the forecast period.

Table 2-1: Historical and Projected Sewer Accounts and Volume

Line No.		Historical			Projected					
		2021	2022	2023	2024	2025	2026	2027	2028	2029
	Accounts									
1	Residential - Inside	19,870	20,430	20,258	20,258	20,258	20,258	20,258	20,258	20,258
2	Residential - Outside	395	371	346	346	346	346	346	346	346
3	Commercial - Inside	2,020	2,057	2,031	2,031	2,031	2,031	2,031	2,031	2,031
4	Commercial - Outside	48	49	48	48	48	48	48	48	48
5	Industrial - Inside	100	96	89	89	89	89	89	89	89
6	Inside Meter-Related Residence	112	127	133	133	133	133	133	133	133
7	Other Public Authority - Inside	100	99	96	96	96	96	96	96	96
8	Outside Meter-Related Residence	4	3	3	3	3	3	3	3	3
9	Total Accounts	22,649	23,232	23,004	23,004	23,004	23,004	23,004	23,004	23,004
	Billed Volume *(1,000 Gallons)*									
10	Residential - Inside	868,331	904,664	887,010	887,000	887,000	887,000	887,000	887,000	887,000
11	Residential - Outside [1]	38,267	37,133	35,378	35,410	35,410	35,410	35,410	35,410	35,410
12	Commercial - Inside	594,295	612,691	604,288	604,390	604,390	604,390	604,390	604,390	604,390
13	Commercial - Outside	40,291	38,580	40,021	39,680	39,680	39,680	39,680	39,680	39,680
14	Industrial - Inside	878,079	910,508	935,764	935,760	935,760	935,760	935,760	935,760	935,760
15	Inside Meter-Related Residence	31,332	40,207	40,211	40,290	40,290	40,290	40,290	40,290	40,290
16	Other Public Authority - Inside	53,359	62,076	69,312	69,310	69,310	69,310	69,310	69,310	69,310
17	Outside Meter-Related Residence	4,247	4,459	5,725	5,890	5,890	5,890	5,890	5,890	5,890
18	Total Billed Volume	2,508,200	2,610,318	2,617,708	2,617,730	2,617,730	2,617,730	2,617,730	2,617,730	2,617,730
	Industrial Surcharge Loadings									
19	Industrial - BOD (lbs)	2,181,742	1,957,822	1,837,667	1,837,667	1,837,667	1,837,667	1,837,667	1,837,667	1,837,667
20	Industrial - SS (lbs)	310,446	199,448	357,568	357,568	357,568	357,568	357,568	357,568	357,568

2.2.2 Existing Sewer Rates

Table 2-2**Table 1-1** shows the existing sewer rates for inside City customers. The sewer rate consists of a graduating base meter charge per monthly bill and a volumetric charge per thousand gallons of usage. Surcharge rates for customers contributing flow with strengths greater than 350 mg/L are shown in dollars per pound for BOD and TSS.

Table 2-2: Existing Sewer Rates

Line No.	Description	Existing 2024
	INSIDE CITY	
	Monthly Facility Charge - $/bill	
1	3/4" or smaller	$ 40.29
2	1"	$ 51.71
3	1.5"	$ 80.33
4	2"	$ 114.64
5	3"	$ 194.71
6	4"	$ 309.04
7	6"	$ 595.00
8	**Volume Charge - $/1,000 gal**	$ 2.64
9	**BOD Surcharge - $/lb**	$ 1.11
10	**SS Surcharge - $/lb**	$ 0.68

2.2.3 User Revenues under Existing Rates

The projection of user charge revenues was estimated based on the forecasted accounts and volumes factored by the schedule of 2024 sewer rates.

Table 2-3: Historical and Projected Sewer User Revenues

Line No.		Historical			Projected					
		2021	2022	2023	2024	2025	2026	2027	2028	2029
	User Revenues Under Existing Rates									
1	Residential - Inside	$ 10,415,175	$ 11,271,214	$ 11,719,650	$ 12,309,539	$ 12,358,928	$ 12,358,928	$ 12,358,928	$ 12,358,928	$ 12,358,928
2	Residential - Outside	$ 609,741	$ 640,089	$ 702,302	$ 738,033	$ 740,964	$ 740,964	$ 740,964	$ 740,964	$ 740,964
3	Commercial - Inside	$ 2,610,364	$ 2,842,947	$ 2,952,852	$ 3,103,534	$ 3,116,115	$ 3,116,115	$ 3,116,115	$ 3,116,115	$ 3,116,115
4	Commercial - Outside	$ 178,979	$ 185,039	$ 196,147	$ 204,083	$ 204,886	$ 204,886	$ 204,886	$ 204,886	$ 204,886
5	Industrial - Inside [2]	$ 4,445,620	$ 4,408,868	$ 4,707,121	$ 4,978,782	$ 5,000,048	$ 5,000,048	$ 5,000,048	$ 5,000,048	$ 5,000,048
6	Inside Meter-Related Residence	$ 141,366	$ 191,299	$ 206,136	$ 217,032	$ 217,911	$ 217,911	$ 217,911	$ 217,911	$ 217,911
7	Other Public Authority - Inside	$ 230,182	$ 260,282	$ 288,582	$ 303,651	$ 304,533	$ 304,533	$ 304,533	$ 304,533	$ 304,533
8	Outside Meter-Related Residence	$ 17,621	$ 19,630	$ 23,494	$ 25,530	$ 25,630	$ 25,630	$ 25,630	$ 25,630	$ 25,630
9	Total User Revenues	$ 18,649,048	$ 19,819,367	$ 20,796,284	$ 21,880,184	$ 21,969,015	$ 21,969,015	$ 21,969,015	$ 21,969,015	$ 21,969,015

[1] Includes component customer volume
[2] Includes BOD and SS charges

2.3 Sewer Utility Expenditures

Typically, a municipal sewer utility's primary cash expenditures include the following direct operating and capital costs:

- Operation and Maintenance (O&M) Expenses
- Capital Improvement Program Expenditures
- Debt Service Principal and Interest Payments

Each of these cash obligations is described further below.

2.3.1 O&M Expenses

Table **2-4** presents the recent sewer O&M expense history and the projection of the sewer system O&M expenses through the 2029 planning period. Expenses summarized in

Table **2-4** reflect operating costs only; costs related to capital projects are excluded from these tables and are addressed later in this report.

Projected O&M expenses are anticipated to increase from budgeted 2024 amounts by roughly 4 percent per year.

Table 2-4: Historical and Projected Sewer Operating & Maintenance Expense

Line No.		Historical			Budgeted	Projected				
		2021	2022	2023	2024	2025	2026	2027	2028	2029
	Billing & Collection									
1	Personnel Services	203,425	192,911	265,388	279,771	293,800	308,500	323,900	340,100	357,100
2	Operational Supplies	231,318	240,389	246,758	281,358	287,100	292,900	298,800	304,800	310,900
3	Other Purchases/Services	458,889	424,220	505,683	484,956	503,000	521,800	541,200	561,600	582,700
4	Capital Outlay and Improvements	-	-	-	-	-	-	-	-	-
5	Total Billing & Collection	893,632	857,520	1,017,829	1,046,085	1,083,900	1,123,200	1,163,900	1,206,500	1,250,700
	Sewer Treatment									
6	Personnel Services	1,771,529	1,582,394	2,338,725	2,419,773	2,540,800	2,667,900	2,801,300	2,941,400	3,088,300
7	Operational Supplies	2,039,990	2,822,966	2,389,623	3,027,600	3,120,100	3,215,700	3,314,400	3,416,500	3,522,300
8	Other Purchases/Services	147,131	147,480	150,047	194,618	198,500	202,400	206,500	210,600	214,800
9	Capital Outlay and Improvements	-	-	-	-	-	-	-	-	-
10	Other Financing Uses	2,626	2,626	2,626	2,626	2,700	2,800	2,900	3,000	3,100
11	Total Sewer Treatment	3,961,276	4,555,466	4,881,021	5,644,617	5,862,100	6,088,800	6,325,100	6,571,500	6,828,500
	Sewer Maintenance									
12	Personnel Services	431,546	412,264	681,348	748,363	785,900	825,400	867,000	910,500	956,100
13	Operational Supplies	206,530	239,648	367,272	427,080	435,700	444,400	453,200	462,300	471,500
14	Other Purchases/Services	39,709	33,293	41,089	45,859	46,800	47,800	48,800	49,800	50,800
15	Capital Outlay and Improvements	-	-	-	-	-	-	-	-	-
16	Financing Uses	1,313	1,313	1,313	1,313	1,300	1,300	1,300	1,300	1,300
17	Total Sewer Maintenance	679,098	686,518	1,091,022	1,222,615	1,269,700	1,318,900	1,370,300	1,423,900	1,479,700
18	Grand Total Sewer O&M	5,534,006	6,099,504	6,989,872	7,913,317	8,215,700	8,530,900	8,859,300	9,201,900	9,558,900

2.3.2 Projected Capital Improvement Expenditures

Table **2-5** shows the projected sewer capital improvement program (CIP) expenditures for the 2024 to 2029 planning period developed in coordination with City staff. The CIP is broken into three sections including Phase 1 treatment projects, shown on Line 1 through Line 10, Phase 2 treatment projects, shown on Line 11 through Line 35, and collection system projects shown on Line 36 through Line 46. All of the costs shown through Line 47 are uninflated and are inflated in total by project type category on Line 48 through Line 50.

The City expects to spend approximately $70.2 million on inflated treatment plant projects and $50.7 million in collection system improvements. The City anticipates cash funding capital improvements, except for the Phase 2 treatment projects, which are expected to be debt-funded with a State Revolving Fund (SRF) loan of $36.5 million.

Table 2-5: Sewer Capital Improvement Program

Line No.		Budgeted 2024	Projected 2025	2026	2027	2028	2029	Total
	Phase 1 Projects (Treatment)							
1	Additional Final Clarifier and Piping	-	-	-	3,700,000	-	-	3,700,000
2	Flow Splitter Structure	-	-	-	150,000	-	-	150,000
3	Replace Tertiary Filters with Piping and Junction Box	-	-	4,000,000	-	-	-	4,000,000
4	Replace Media in Trickling Filter Towers	4,000,000	-	-	-	-	-	4,000,000
5	Replace Media in Trickling Filter Towers	-	4,000,000	-	-	-	-	4,000,000
6	Replace Trickling Filter Media in South Tower	-	-	2,000,000	-	-	-	2,000,000
7	Replace Aeration Equipment in Oxidation Ditches	-	4,000,000	-	-	-	-	4,000,000
8	Misc. Improvements	-	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000
9	Contingency & Engineering [1]	800,000	1,800,000	1,400,000	970,000	200,000	200,000	5,370,000
10	Total	4,800,000	10,800,000	8,400,000	5,820,000	1,200,000	1,200,000	32,220,000
	Phase 2 Projects (Treatment)							
11	Flow Diversion and Screening Structure	-	-	-	-	1,200,000	-	1,200,000
12	Junction Box and Pumping Modifications	-	-	-	-	200,000	-	200,000
13	Chemical Feed Building and Equipment	-	-	-	-	1,200,000	-	1,200,000
14	Chemical Storage Facilities (Silos or Tanks)	-	-	-	-	1,000,000	-	1,000,000
15	Expansion of Final Clarifier Splitting Box	-	-	-	-	75,000	-	75,000
16	4th Final Clarifier with Piping and Road Modifications	-	-	-	-	3,800,000	-	3,800,000
17	Phase 2 Contingency & Engineering	-	-	-	-	1,868,750	-	1,868,750
18	Flow Diversion Structure	-	-	-	-	150,000	-	150,000
19	Ex. Inlet Structure Modifications and Piping Lagoon	-	-	-	-	250,000	-	250,000
20	Inlet and Screening Structure	-	-	-	-	1,800,000	-	1,800,000
21	Grit Removal	-	-	-	-	2,600,000	-	2,600,000
22	Grit and Screenings Conveyance and Loadings	-	-	-	-	600,000	-	600,000
23	Splitter Box Modifications	-	-	-	-	150,000	-	150,000
24	Additional Blowers in Ex. Ox. Ditches (4x)	-	-	-	-	2,200,000	-	2,200,000
25	Aeration Racks in Ex. Ox. Ditches (18x)	-	-	-	-	900,000	-	900,000
26	Additional Mixers in Ex. Ox. Ditches (4x)	-	-	-	-	400,000	-	400,000
27	4th Final Clarifier and Piping	-	-	-	-	3,500,000	-	3,500,000
28	RAS Pumping Structure Modifications	-	-	-	-	75,000	-	75,000
29	Tertiary Filters Flow Splitter and Bypass Juntion Boxes	-	-	-	-	200,000	-	200,000
30	Replace UV in Ex. Structure	-	-	-	-	2,000,000	-	2,000,000
31	Parallel 24" Parshall Flume	-	-	-	-	150,000	-	150,000
32	Chemical Feed Building and Equipment	-	-	-	-	1,200,000	-	1,200,000
33	Chemical Storage Facilities (Silos or Tanks)	-	-	-	-	2,300,000	-	2,300,000
34	Phase 2 Contingency & Engineering	-	-	-	-	4,618,750	-	4,618,750
35	Total	-	-	-	-	32,437,500	-	32,437,500
	Collection Projects (Cash funded - All)							
36	Swede Lane Lift Station Improvements	-	300,000	-	-	-	-	300,000
37	20th and Malang Lift Station and Force Main	-	-	5,000,000	-	-	-	5,000,000
38	Apple Road Lit Station Elimination	-	-	-	-	4,800,000	-	4,800,000
39	Short Creek Lift Station Consolidation	-	-	-	-	-	6,900,000	6,900,000
40	Tin Cup Lift Station and Force Main Improvements	5,000,000	-	-	-	-	-	5,000,000
41	Crane Drive Interceptor Sewer Improvements	2,500,000	-	-	-	-	-	2,500,000
42	Tin Cup Phase 2 Force Main	-	2,500,000	-	-	-	-	2,500,000
43	12th & Iowa	-	5,266,782	-	-	-	-	5,266,782
44	Contingency & Engineering [1]	1,500,000	1,913,356	800,000	-	1,600,000	1,380,000	7,193,356
45	Infiltration & Inflow [1]	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	9,000,000
46	Total Collection	10,500,000	11,480,138	7,300,000	1,500,000	7,900,000	9,780,000	48,460,138
47	Grand Total CIP	15,300,000	22,280,138	15,700,000	7,320,000	41,537,500	10,980,000	113,117,638
	Inflated Projects by Category [1]							
48	Phase 1 Projects (Treatment)	4,800,000	11,070,000	8,826,300	6,269,726	1,325,509	1,359,274	33,650,809
49	Phase 2 Projects (Treatment)	-	-	-	-	36,508,692	-	36,508,692
50	Collection Projects (Cash funded - All)	10,500,000	11,722,142	7,604,500	1,500,000	8,502,442	10,878,991	50,708,075
51	Total Inflated CIP	15,300,000	22,792,142	16,430,800	7,769,726	46,336,643	12,238,265	120,867,576

[1] Projects are inflated 3% per year starting in 2025, excluding Phase 1 treatment and collection contingency & engineering (Lines 9 & 44) and Infiltration and inflow (Line 45).

2.3.3 Existing and Proposed Debt Service Requirements

Table 2-6 shows the existing and proposed debt service for the City sewer utility.

Table 2-6: Existing & Proposed Debt Service

Line No.		Budgeted 2024	Projected 2025	2026	2027	2028	2029
	Existing Debt Issues [1]						
1	Series 2021	1,953,339	1,963,612	1,973,702	1,984,609	1,995,323	2,004,851
2	Total Existing Debt Service	1,953,339	1,963,612	1,973,702	1,984,609	1,995,323	2,004,851
	Proposed Debt						
3	Proposed SRF Loans	-	-	-	-	-	2,341,400
4	Total Proposed Debt	-	-	-	-	-	2,341,400
5	Total Annual Debt Service	1,953,339	1,963,612	1,973,702	1,984,609	1,995,323	4,346,251

[1] Does not include the debt administrative fee

As shown on Line 2 in Table 2-6, the City has one outstanding sewer debt series with annual debt service expense of nearly $2.0 million per year. The proposed SRF loan annual debt service payment is summarized on Line 4. For the purpose of projecting future revenue requirements, the debt service payment for the proposed SRF loan is assumed to be equal annual principal and interest expense with full payments starting the year after funds are drawn or issued and reflects a 20-year loan with 2.5 percent interest.

2.3.4 Sewer Utility Operating and Capital Flow of Funds

Table 2-7 presents the sewer utility cash flow. Line 1 of Table 2-7 shows sewer revenues under existing rates, identified previously in Table 2-3.

Lines 2 through 6 present the proposed sewer revenue increases through 2029. The system revenue increases are projected to fund future operating and capital costs, sustain reasonable reserves, and provide adequate debt service coverage. All revenue increases are assumed to be effective on November 1 of each year indicated. Total user charge revenues are summarized on Line 8.

All other revenues are summarized on Line 9 and grand total revenue is summarized on Line 10, which includes existing and proposed user charge and non-user charge revenue.

Total sewer O&M expenses are shown on Lines 11 through 13, shown previously in

Table **2-4**. Annual debt service expense is shown on Lines 14 through 17 as shown previously in Table 2-6.

Total revenue requirements are summarized on Line 18. This amount is deducted from Line 10, total revenue, to determine the annual operating cash flow on Line 19. With the proposed revenue increases the annual operating cash flow is projected to range between $10.0 million and $12.0 million per year over the study period.

Lines 20 through 24 project future operating reserves for the utility. At the beginning of 2024, the utility had approximately $24.2 million in available cash. The annual operating cash flow is added to the beginning cash balance. All cash over and above the operating reserve target is then made available for cash-funding capital projects. Line 22 represents monies in excess of the targeted operating reserve, and those funds are made available to pay for capital projects. The ending operating target balance was determined in collaboration with the City and was set to be a 270-day minimum balance, meaning the utility will maintain a minimum of 270 days of each year's operating expenses in cash on hand.

The capital flow of funds is shown starting on Line 25. Sources of funds for the capital plan include the transfer of available cash from operations, the issuance of debt, and grant funds. Grant funds shown on Line 27 are expected to pay for a portion of the 12th & Iowa project shown previously on Line 43 of Table 2-5.

Capital improvement project totals shown on Line 31 are consistent with those shown previously in

Table **2-5**. The total capital uses summarized on Line 33 are deducted from the total sources of capital funds on Line 30 resulting in the annual capital balance shown on Line 35. The operating reserve shown on Line 23 is then added to the ending capital balance resulting in the total cash at the end of each year, shown on Line 35.

The debt service coverage ratio for the utility is shown on Line 38. Debt service coverage is an indicator of financial health and resilience that measures the ability of annual cash flow to pay annual debt service. For the purpose of this analysis and in coordination with City staff the sewer utility cash flow is targeting a minimum coverage ratio of 1.50x. As shown on Line 38, the coverage ratio is anticipated to exceed the minimum target each year of the forecast.

Table 2-7: Sewer Utility Operating and Capital Flow of Funds

Line No.		Budget 2024	Projected 2025	2026	2027	2028	2029
	Sewer Utility Operating Flow of Funds						
1	Revenue Under Existing Rates	21,880,184	21,969,015	21,969,015	21,969,015	21,969,015	21,969,015
	Proposed Revenue Adjustments [1]						
	Year Month Increase						
2	2025 2 4.0%		644,400	703,000	703,000	703,000	703,000
3	2026 2 4.0%			665,000	725,500	725,500	725,500
4	2027 2 4.0%				686,300	748,700	748,700
5	2028 2 4.0%					708,300	772,700
6	2029 2 4.0%						731,000
7	Total Proposed Additional Revenue	-	644,400	1,368,000	2,114,800	2,885,500	3,680,900
8	Total Sewer User Charge Revenue	21,880,184	22,613,415	23,337,015	24,083,815	24,854,515	25,649,915
9	Other Revenue	187,500	187,500	187,500	187,500	187,500	187,500
10	**Grand Total Sewer Revenue**	**22,067,684**	**22,800,915**	**23,524,515**	**24,271,315**	**25,042,015**	**25,837,415**
	Revenue Requirements						
11	Operation and Maintenance Expense	7,913,300	8,215,700	8,530,900	8,859,300	9,201,900	9,558,900
12	Transfers Out	1,517,133	1,577,800	1,640,900	1,706,500	1,774,800	1,845,800
13	Total O&M	9,430,433	9,793,500	10,171,800	10,565,800	10,976,700	11,404,700
	Debt Service						
14	Existing Debt	1,953,300	1,963,600	1,973,700	1,984,600	1,995,300	2,004,900
15	Debt Admin Fee	100,700	91,700	82,500	73,300	63,900	54,300
16	Proposed SRF Loans	-	-	-	-	-	2,341,400
17	Total Debt Service	2,054,000	2,055,300	2,056,200	2,057,900	2,059,200	4,400,600
18	**Total Revenue Requirements**	**11,484,433**	**11,848,800**	**12,228,000**	**12,623,700**	**13,035,900**	**15,805,300**
19	**Annual Operating Balance**	**10,583,251**	**10,952,115**	**11,296,515**	**11,647,615**	**12,006,115**	**10,032,115**
20	Beginning Balance	24,229,400	7,072,851	7,345,066	7,628,781	7,924,295	8,232,510
21	Annual Operating Balance	10,583,251	10,952,115	11,296,515	11,647,615	12,006,115	10,032,115
22	Transfers to Capital	(27,739,800)	(10,679,900)	(11,012,800)	(11,352,100)	(11,697,900)	(9,711,100)
23	**Ending Balance**	7,072,851	7,345,066	7,628,781	7,924,295	8,232,510	8,553,525
24	*Op. Reserve Target [2]*	*7,072,825*	*7,345,125*	*7,628,850*	*7,924,350*	*8,232,525*	*8,553,525*
	Sewer Utility Capital Flow of Funds						
	Sources						
25	Beginning Balance Capital Funds	-	12,439,800	3,927,340	(1,490,660)	2,091,714	3,952,971
26	Transfer from Operations	27,739,800	10,679,900	11,012,800	11,352,100	11,697,900	9,711,100
27	Anticipated Grants	-	3,599,782	-	-	-	-
28	Debt Issuance (Revenue Bonds)	-	-	-	-	-	-
29	Debt Issuance (SRF)	-	-	-	-	36,500,000	-
30	**Total Capital Sources**	**27,739,800**	**26,719,482**	**14,940,140**	**9,861,440**	**50,289,614**	**13,664,071**
	Uses						
31	Capital Improvement Projects	15,300,000	22,792,142	16,430,800	7,769,726	46,336,643	12,238,265
32	Bond Issuance Expense	-	-	-	-	-	-
33	**Total Capital Uses**	**15,300,000**	**22,792,142**	**16,430,800**	**7,769,726**	**46,336,643**	**12,238,265**
34	**Annual Capital Balance**	**12,439,800**	**3,927,340**	**(1,490,660)**	**2,091,714**	**3,952,971**	**1,425,806**
35	**Total Cash Balance**	**19,512,651**	**11,272,406**	**6,138,121**	**10,016,010**	**12,185,481**	**9,979,331**
	Debt Service Coverage						
36	Net Operating Revenue Available for Debt Service [3]	14,154,384	14,585,215	14,993,615	15,412,015	15,840,115	16,278,515
37	Annual Debt Service	2,054,000	2,055,300	2,056,200	2,057,900	2,059,200	4,400,600
38	Debt Service Coverage	6.89	7.10	7.29	7.49	7.69	3.70

[1] Effectiveness of proposed revenue increases is reduced by an elasticity demand factor of 20%
[2] Operating Reserve Target is 75% of annual O&M
[3] Excludes the external transfers

3.0 Cost of Service Analysis

3.1 Introduction

The cost of service analysis estimates revenue responsibility for each customer class, commensurate with the level of service provided. To determine each customer class' share of the cost of providing utility service, the cost of service analysis compares the revenues received from each customer class under the existing schedule of rates with the allocated cost responsibility for each class.

The cost of service analysis was developed through the following steps:

1. Determine the net revenue requirements to be recovered from user charges.
2. Allocate test period operating and capital costs.
3. Estimate the system test period units of service.
4. Develop test period unit costs of service by class.
5. Assign the costs of service to customer classes.

To develop rates that reasonably recover the cost of providing service, the sewer utility's customer classes are allocated their respective share of the total cost of service according to their use of the system. Costs are assigned through consideration of flow, wastewater strength, customer costs, and other relevant factors. Ultimately, proposed rates must be sufficient to meet the net revenue requirements forecasted for the sewer utility.

3.2 Sewer Cost of Service

3.2.1 Net Revenue Requirements

As described in Section 2.0 of this Report, the cash needs of the sewer utility are projected over the five-year Study Period. The test period for the sewer cost of service analysis is 2025, which corresponds to the first year for which revenue adjustments are proposed. For the sewer utility, the revenue adjustment amounts to a 4.0 percent increase, consistent with the system revenue increase for 2025 shown in Table 2-7.

Table 3-1 summarizes the development of the net revenue requirements to be recovered from sewer rates in the 2025 Test Year. The net revenue requirements represent the level of costs that must be recovered from sewer rates and are equal to total operating and capital cost expenditures less all sources of other revenue. The net operating and net capital costs are shown on Line 10 of Table 3-1, which are 4.0 percent higher than revenues under existing sewer rates as shown on Line 12.

Table 3-1: Test Year 2025 Sewer Net Revenue Requirements

Line No.	Description	Operating Expense $	Capital Cost $	Total $
	Revenue Requirements			
1	Operating Expense	8,215,700	-	8,215,700
2	Debt Service	-	2,055,300	2,055,300
3	Transfers Out	1,577,800	-	1,577,800
4	Revenue Financed Capital	-	10,679,900	10,679,900
5	Total	9,793,500	12,735,200	22,528,700
	Revenue Requirements Met from Other Sources			
6	Other Miscellaneous Revenue	187,500	-	187,500
7	Use of / (Deposit to) Reserves	(118,300)	(153,900)	(272,200)
	Annualized Increase	(25,500)	(33,100)	(58,600)
8	Elasticity Demand	(76,400)	(99,400)	(175,800)
9	Total	(32,700)	(286,400)	(319,100)
10	Cost of Service to be met by User Charges	9,826,200	13,021,600	22,847,800
11	Revenue under Existing Rates			21,969,015
12	Indicated System Revenue Adjustment			4.0%

3.2.2 Cost of Service Methodology

According to the Water Environment Federation (WEF) Manual of Practice No. 27 *Financing and Charges for Wastewater Systems*, three cost allocation methodologies are generally used in the identification and allocation of wastewater utility costs, including:

- Design-Basis Cost Allocation Methodology, whereby costs are allocated to functions based on engineering design considerations that influence the size and purpose of facilities.
- Functional Cost Allocation Methodology, whereby costs are allocated to functions based on the operational purpose of facilities rather than engineering design.
- Hybrid Approach, where in general capital costs are allocated on the design basis while operating costs are allocated on the functional basis.

For this analysis, the functional cost allocation basis was followed, which aligns well with the current sewer cost structure and services related to its collection and treatment system.

3.2.3 Functional Cost Assignment

The sewer utility system includes a variety of facilities that work in concert with one another to meet necessary service requirements. For the City, sewer system expenses include billing and collection, sewer treatment, and sewer maintenance.

Volume costs are those which vary directly with the quantity of wastewater contributed. Treatment plant includes the strength of wastewater as measured in biochemical oxygen demand (BOD) and suspended solids (SS). Industrial Surcharge costs are those costs associated with labor and supplies to provide industrial pretreatment to high strength customers. General system are all other costs incurred by the utility which are spread on the basis of all other direct costs.

3.2.3.1 Operating Expenses

Operating expenses for the sewer system were forecasted previously in

Table **2-4** of this Report. Test Year 2025 summary level operating costs are assigned to functional components in Table 3-2.

In general, operation and maintenance costs were allocated based on several considerations, including:

- The cost causative or functional nature of the underlying expense.
- Directly assignable costs such as customer costs.
- Public works input regarding the functional purpose of certain costs.

Table 3-2: O&M Functional Allocation of Test Year Costs

Line No.	Description	Test Year 2025 Total $	Volume $	BOD $	Suspended Solids	Fixed / Customer	Industrial Surcharge	Allocation Basis
	Billing & Collection							
1	Total Billing & Collection	1,083,900	-	-	-	1,083,900	-	Billing & Collection
	Sewer Treatment							
2	Direct Sewer Treatment	3,885,100	1,493,000	1,352,100	1,040,000	-	-	Sewer Treatment
3	High Strength Industrial	235,500	-	-	-	-	235,500	Industrial Pretreatment
4	Chemical & Laboratory Supply	40,800	40,800	-	-	-	-	Chemicals
5	Wastewater Chemical Supply	40,800	40,800	-	-	-	-	Chemicals
6	Electric Charges	1,312,500	656,200	656,300	-	-	-	Power
7	Gas Charges	347,400	173,700	173,700	-	-	-	Power
8	Total Sewer Treatment	5,862,100	2,404,500	2,182,100	1,040,000	-	235,500	
	Sewer Maintenance							
9	Total Sewer Maintenance	1,269,700	951,500	-	-	318,200	-	Sewer Maintenance
10	Subtotal O&M Expenses	8,215,700	3,356,000	2,182,100	1,040,000	1,402,100	235,500	
11	Transfers Out	1,577,800	644,500	419,100	199,700	269,300	45,200	Subtotal O&M Expenses
12	Total Sewer Utility O&M Expenses	9,793,500	4,000,500	2,601,200	1,239,700	1,671,400	280,700	
	Revenue Requirements Met from Other Sources							
13	Other Miscellaneous Revenue	187,500	76,600	49,800	23,700	32,000	5,400	Subtotal O&M Expenses
14	Use of / (Deposit to) Reserves	(118,300)	(48,300)	(31,400)	(15,000)	(20,200)	(3,400)	Subtotal O&M Expenses
15	Annualized Increase	(25,500)	(10,400)	(6,800)	(3,200)	(4,400)	(700)	Subtotal O&M Expenses
16	Elasticity Demand	(76,400)	(31,200)	(20,300)	(9,700)	(13,000)	(2,200)	Subtotal O&M Expenses
17	**Subtotal**	(32,700)	(13,300)	(8,700)	(4,200)	(5,600)	(900)	
18	**Net Sewer O&M Expense**	9,826,200	4,013,800	2,609,900	1,243,900	1,677,000	281,600	
19	*Distribution*	*100.0%*	*40.8%*	*26.6%*	*12.7%*	*17.1%*	*2.9%*	

The net sewer O&M expense from Line 18 on Table 3-2 matches the net cost of service to be met by user charges in the operating expense column shown on Line 10 of Table 3-1.

3.2.3.2 Capital Costs

Cash capital costs for the sewer utility include cash financed (pay-as-you-go) capital funding and annual debt service. Existing debt is allocated on the basis of the City's fixed assets. Cash financed capital is allocated on the basis of future (five-year) CIP which consists of sewer collection and Phase 1 sewer treatment plant upgrades. Functionally allocated capital costs are shown in Table 3-3.

Table 3-3: Capital Functional Allocation of Test Year Costs

Line No.	Description	Test Year 2025 Total $	Volume $	BOD $	Suspended Solids $	Fixed / Customer $	Industrial Surcharge $	Allocation Basis
	Capital Costs							
	Existing & Proposed Debt							
1	Existing Debt	2,055,300	1,651,000	228,500	175,800	-	-	Net book
2	Revenue Financed Capital	10,679,900	7,484,200	1,806,000	1,389,700	-	-	Capital (non-phase 2)
3	Total Sewer Capital Costs	12,735,200	9,135,200	2,034,500	1,565,500	-	-	
	Less Revenue Requirements Met from Other Sources							
4	Other Miscellaneous Revenue	-	-	-	-	-	-	Total Sewer Capital Costs
5	Use of / (Deposit to) Reserves	(153,900)	(110,395)	(24,586)	(18,918)	-	-	Total Sewer Capital Costs
6	Annualized Increase	(33,100)	(23,743)	(5,288)	(4,069)	-	-	Total Sewer Capital Costs
7	Elasticity Demand	(99,400)	(71,302)	(15,880)	(12,219)	-	-	Total Sewer Capital Costs
8	Subtotal Other Operating Revenue	(286,400)	(205,440)	(45,754)	(35,206)	-	-	
9	Net Sewer Capital Expense	13,021,600	9,340,640	2,080,254	1,600,706	-	-	

The net sewer capital expense from Line 9 on Table 3-3 matches the net cost of service to be met by user charges in the capital expense column shown on Line 10 of Table 3-1.

3.2.4 Units of Service

Functional costs responsibility of each customer class may be established based on the respective service requirements of each class. These service requirements are referred to as units of service and are summarized in Table 3-4.

Billable flow or volume is that portion of each customer's annual water use discharged directly into the sewer system. Billable flow is based upon utility billing records by class. Treated flow represents the annual flow treated at the City's treatment plant, adjusted for Infiltration/Inflow. Billing costs are allocated to classes based on the projected number of billed units.

Table 3-4: Sewer Units of Service

Line No.	Description	Billable Flow Mgal	Treated Flow Mgal	Strength BOD lbs	Strength SS lbs.	Bills	Accounts
1	Residential	922,410	3,830,007	4,753,710	3,662,489	248,490	20,708
2	Commerical	644,070	938,005	2,088,411	1,978,097	25,120	2,093
3	Industrial	935,760	948,257	2,740,343	2,735,652	1,068	89
4	High Strength Industrial	-	-	1,837,667	357,568	-	-
5	Meter-Related Residence	46,180	65,276	148,337	141,170	1,643	136
6	Public Authority	69,310	82,790	211,872	206,813	1,152	96
7	Total	2,617,730	5,864,335	11,780,339	9,081,790	277,474	23,122

3.2.5 Unit Cost Development

Based on the functionalized operation and maintenance expenses and capital costs shown in Table 3-2 and Table 3-3, and the units of service developed in Table 3-4, unit costs of service for each functional cost component may be determined. Table 3-5 shows the unit of measure and applicable unit cost for each functional component.

Table 3-5: Sewer Unit Cost Development

Line No.	Description	Test Year 2025 Total	Volume	BOD	Suspended Solids	Fixed / Customer	Industrial Pretreatment Program
1	Total Units of Service		5,864,335	11,780,339	9,081,790	277,474	28
2	Unit of Measure		Treated Kgal	lbs	lbs	Bills	Customers
3	Net Operating Expense - $	9,544,600	4,013,800	2,609,900	1,243,900	1,677,000	281,600
4	Unit Cost - $/Unit		0.6844	0.2215	0.1370	6.0438	10,057.1429
5	Net Capital Costs - $	13,021,600	9,340,640	2,080,254	1,600,706	-	-
6	Unit Cost - $/Unit		1.5928	0.1766	0.1763	-	-
7	Total Cost of Service	22,566,200	13,354,440	4,690,154	2,844,606	1,677,000	281,600
8	Unit Cost - $/Unit		2.2772	0.3981	0.3133	6.0438	10,057.1429

3.2.6 Allocation of Costs to Customer Classes

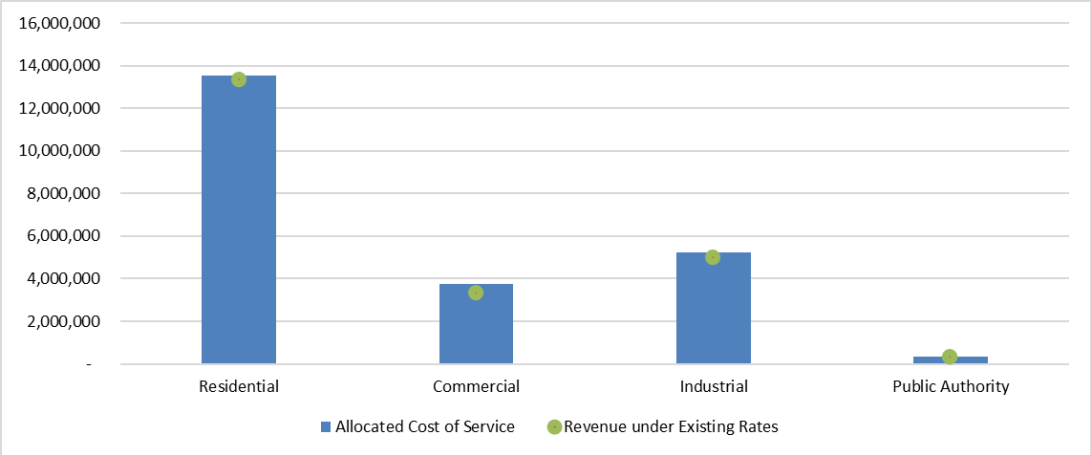
Applying the unit costs by function to units of service by class allows for the distribution of costs to customer classes, as shown in Table 3-6. Units of service for each class are as developed previously in Table 3-4. By applying the unit cost for each function against the level of service provided to each customer class, the total cost of service by customer class may be determined.

Table 3-6: Sewer Cost Allocation to Customer Classes

Line No.	Description	Test Year 2025 Total	Volume	BOD	Suspended Solids	Fixed / Customer	Industrial Pretreatment Program
1	Unit Cost of Service - $/Unit		$ 2.277	$ 0.398	$ 0.313	$ 6.044	$ 10,057.143
	Residential						
2	Units of Service		3,830,007	4,753,710	3,662,489	248,490	-
3	Allocated Cost - $	13,263,500	8,721,700	1,892,500	1,147,500	1,501,800	-
	Commercial						
4	Units of Service		938,005	2,088,411	1,978,097	25,120	-
5	Allocated Cost - $	3,738,900	2,136,000	831,400	619,700	151,800	-
	Industrial						
6	Units of Service		948,257	2,740,343	2,735,652	1,068	28
7	Allocated Cost - $	4,395,500	2,159,400	1,090,900	857,100	6,500	281,600
	Meter-Related Residence						
8	Units of Service		65,276	148,337	141,170	1,643	-
9	Allocated Cost - $	261,900	148,700	59,100	44,200	9,900	-
	Other Public Authority						
10	Units of Service		82,790	211,872	206,813	1,152	-
11	Allocated Cost - $	344,600	188,500	84,300	64,800	7,000	-
12	Total Units of Service		5,864,335	9,942,672	8,724,221	277,474	28
13	Total Cost of Service	22,004,400	13,354,300	3,958,200	2,733,300	1,677,000	281,600

After Test Year 2025 costs are assigned to customer classes, they may be compared against revenue under existing rates. This comparison provides an indication of equity in the recovery of costs through revenues under existing 2024 rates. As shown in Figure 3-1, customer class costs represented in the bars generally align with revenues by class represented by the green dots.

Figure 3-1: Comparison of Sewer Revenue Under Existing Rates to 2025 Allocated Cost of Service



It is important to note that cost of service results are instructive but for many reasons should not be interpreted as prescriptive in the development of proposed rates. A discussion of proposed rates for the sewer utility can be found in Section 4.0

4.0 Rate Design

4.1 Introduction

The primary focus of Step 3, Rate Design, is the examination of revenue recovery. Generally speaking, the objective is to design rates for each utility to progress toward the following goals:

- Generate adequate revenues to meet the projected operating and capital costs, while maintaining sound financial performance.
- Provide revenue stability.
- Provide cost recovery that is reasonably commensurate with the cost of providing service.

4.2 Existing and Proposed Rates

Table 4-1 shows the existing and proposed sewer rates. Lines 1 through 7 show the monthly fixed facility charge that graduates by meter size. Line 8 shows the volume charge per 1,000 gallons of usage. Lines 9 and 10 show the surcharge strength rates for BOD and TSS.

Line 11 shows the industrial pretreatment fee that is new for 2025 and is designed to help recover the cost of operating and administrating the City's industrial pretreatment program. This fee will be charged uniformly to all companies who participate in the City's pretreatment program and recovers the cost of labor, supplies and laboratory expenses.

Outside City customer rates are developed using the existing outside city multiplier of 1.30x the Inside City rates, consistent with the existing structure.

The overall systemwide increase is proposed to be 4 percent per year across all years of the study period. Proposed rates reflect the following adjustments:

- Facility charges increase 2.25 percent per year
- Volume charges increase 6.0 percent in 2025 and 8.0 percent per year thereafter
- BOD and TSS excess surcharge rates increase 1.5 percent per year
- Industrial pretreatment fee increases 4.0 percent per year beginning in 2026

The result of the proposed rate changes is anticipated to provide an annual increase in system user charge revenues of 4 percent, consistent with the proposed financial plan.

Table 4-1: Existing and Proposed Sewer Rates

Line No.	Description	Existing 2024	Proposed 2025	2026	2027	2028	2029
	INSIDE CITY						
	Monthly Facility Charge - $/bill						
1	3/4" or smaller	$ 40.29	$ 41.20	$ 42.13	$ 43.08	$ 44.05	$ 45.04
2	1"	$ 51.71	$ 52.87	$ 54.06	$ 55.28	$ 56.52	$ 57.79
3	1.5"	$ 80.33	$ 82.14	$ 83.99	$ 85.88	$ 87.81	$ 89.79
4	2"	$ 114.64	$ 117.22	$ 119.86	$ 122.56	$ 125.32	$ 128.14
5	3"	$ 194.71	$ 199.09	$ 203.57	$ 208.15	$ 212.83	$ 217.62
6	4"	$ 309.04	$ 315.99	$ 323.10	$ 330.37	$ 337.80	$ 345.40
7	6"	$ 595.00	$ 608.39	$ 622.08	$ 636.08	$ 650.39	$ 665.02
8	**Volume Charge - $/1,000 gal**	$ 2.64	$ 2.80	$ 3.02	$ 3.26	$ 3.52	$ 3.80
9	**BOD Surcharge - $/lb**	$ 1.11	$ 1.13	$ 1.15	$ 1.17	$ 1.19	$ 1.21
10	**SS Surcharge - $/lb**	$ 0.68	$ 0.69	$ 0.70	$ 0.71	$ 0.72	$ 0.73
11	**Industrial Pretreatment Fee - $/bill**	$ -	$ 150.00	$ 156.00	$ 162.24	$ 168.73	$ 175.48
	OUTSIDE CITY						
	Monthly Facility Charge - $/bill						
12	3/4" or smaller	$ 52.35	$ 53.56	$ 54.77	$ 56.00	$ 57.27	$ 58.55
13	1"	$ 67.20	$ 68.73	$ 70.28	$ 71.86	$ 73.48	$ 75.13
14	1.5"	$ 104.43	$ 106.78	$ 109.19	$ 111.64	$ 114.15	$ 116.73
15	2"	$ 149.04	$ 152.39	$ 155.82	$ 159.33	$ 162.92	$ 166.58
16	3"	$ 253.12	$ 258.82	$ 264.64	$ 270.60	$ 276.68	$ 282.91
17	4"	$ 401.74	$ 410.79	$ 420.03	$ 429.48	$ 439.14	$ 449.02
18	6"	$ 773.50	$ 790.91	$ 808.70	$ 826.90	$ 845.51	$ 864.53
19	**Volume Charge - $/1,000 gal**	$ 3.43	$ 3.64	$ 3.93	$ 4.24	$ 4.58	$ 4.94
20	**BOD Surcharge - $/lb**	$ 1.45	$ 1.48	$ 1.50	$ 1.53	$ 1.55	$ 1.58
21	**SS Surcharge - $/lb**	$ 0.88	$ 0.89	$ 0.91	$ 0.92	$ 0.93	$ 0.94

4.3 Bill Impact from Proposed Rates

Table 4-2 shows the impact on sewer bills for a sampling of residential customers with a 3/4” meter under different usage amounts under existing and proposed rates. Table 4-2 shows the changes in monthly bills over the study period, assuming all proposed rates are implemented through 2029.

The calculated bills are shown on Line 1 through Line 4 with the change in dollars shown on Line 5 through Line 8. The percentage change in monthly bills year over year can be seen on Lines 9 through 12.

Table 4-2: Residential Sewer Bills Under Existing and Proposed Rates

Line No.	Billable Flow *Kgal*	Existing 2024	2025	2026	2027	2028	2029
			Proposed Monthly Bill				
1	2.0	$ 45.57	$ 46.80	$ 48.17	$ 49.60	$ 51.09	$ 52.64
2	4.0	$ 50.85	$ 52.40	$ 54.21	$ 56.12	$ 58.13	$ 60.24
3	8.0	$ 61.41	$ 63.60	$ 66.29	$ 69.16	$ 72.21	$ 75.44
4	16.0	$ 82.53	$ 86.00	$ 90.45	$ 95.24	$ 100.37	$ 105.84
			Change in Monthly Bill ($)				
5	2.0		$ 1.23	$ 1.37	$ 1.43	$ 1.49	$ 1.55
6	4.0		$ 1.55	$ 1.81	$ 1.91	$ 2.01	$ 2.11
7	8.0		$ 2.19	$ 2.69	$ 2.87	$ 3.05	$ 3.23
8	16.0		$ 3.47	$ 4.45	$ 4.79	$ 5.13	$ 5.47
			Change in Monthly Bill (%)				
9	2.0		2.7%	2.9%	3.0%	3.0%	3.0%
10	4.0		3.0%	3.5%	3.5%	3.6%	3.6%
11	8.0		3.6%	4.2%	4.3%	4.4%	4.5%
12	16.0		4.2%	5.2%	5.3%	5.4%	5.4%

Table 4-3 shows the impact on sewer bills for a sampling of commercial customers with a 2" meter under different usage amounts under existing and proposed rates. Table 4-3 shows the changes in monthly bills over the study period, assuming all proposed rates are implemented through 2029.

Table 4-3: Commercial Sewer Bills Under Existing and Proposed Rates

Line No.	Billable Flow *Kgal*	Existing 2024	2025	2026	2027	2028	2029
			Proposed Monthly Bill				
1	25.0	$ 180.64	$ 187.22	$ 195.36	$ 204.06	$ 213.32	$ 223.14
2	50.0	$ 246.64	$ 257.22	$ 270.86	$ 285.56	$ 301.32	$ 318.14
3	100.0	$ 378.64	$ 397.22	$ 421.86	$ 448.56	$ 477.32	$ 508.14
			Change in Monthly Bill ($)				
4	25.0		$ 6.58	$ 8.14	$ 8.70	$ 9.26	$ 9.82
5	50.0		$ 10.58	$ 13.64	$ 14.70	$ 15.76	$ 16.82
6	100.0		$ 18.58	$ 24.64	$ 26.70	$ 28.76	$ 30.82
			Change in Monthly Bill (%)				
7	25.0		3.6%	4.3%	4.5%	4.5%	4.6%
8	50.0		4.3%	5.3%	5.4%	5.5%	5.6%
9	100.0		4.9%	6.2%	6.3%	6.4%	6.5%

Table 4-4 shows the impact on sewer bills for a sampling of high strength industrial customers with a 2" or 6" meter under different usage amounts under existing and proposed rates, including the Industrial Pretreatment Fee. Table 4-4 shows the changes in monthly bills over the study period, assuming all proposed rates are implemented through 2029.

Table 4-4: Industrial Sewer Bills Under Existing and Proposed Rates

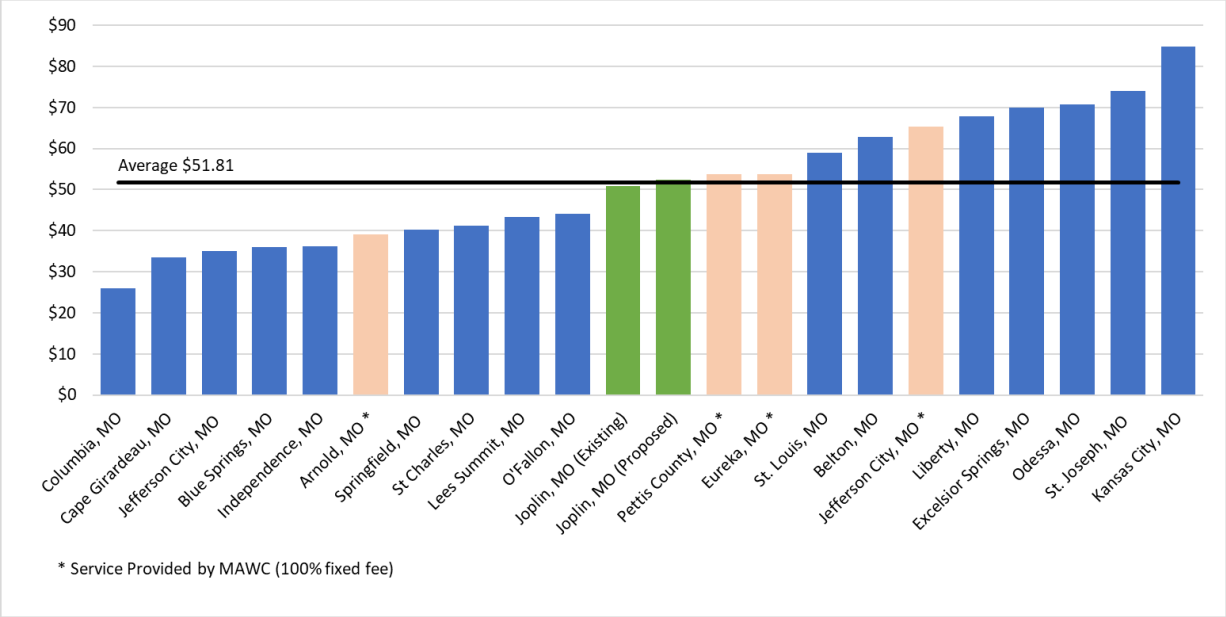
Line No.	Meter Size	Billable Flow	BOD	TSS	Existing 2024	2025	2026	2027	2028	2029
	Inches	*Kgal*	*lbs*	*lbs*						
						Proposed Monthly Bill				
1	2"	880.0	1,720.0	330.0	$ 4,571.44	$ 4,902.52	$ 5,142.46	$ 5,400.30	$ 5,676.05	$ 5,969.72
2	6"	1,760.0	3,440.0	660.0	$ 9,508.60	$ 10,028.99	$ 10,511.28	$ 11,029.32	$ 11,583.12	$ 12,172.70
3	6"	3,520.0	6,880.0	1,320.0	$ 18,422.20	$ 19,299.59	$ 20,244.48	$ 21,260.32	$ 22,347.12	$ 23,504.90
						Change in Monthly Bill ($)				
4	2"	880.0	1,720.0	330.0		$ 331.08	$ 239.94	$ 257.84	$ 275.75	$ 293.67
5	6"	1,760.0	3,440.0	660.0		$ 520.39	$ 482.29	$ 518.04	$ 553.80	$ 589.58
6	6"	3,520.0	6,880.0	1,320.0		$ 877.39	$ 944.89	$ 1,015.84	$ 1,086.80	$ 1,157.78
						Change in Monthly Bill (%)				
7	2"	880.0	1,720.0	330.0		7.2%	4.9%	5.0%	5.1%	5.2%
8	6"	1,760.0	3,440.0	660.0		5.5%	4.8%	4.9%	5.0%	5.1%
9	6"	3,520.0	6,880.0	1,320.0		4.8%	4.9%	5.0%	5.1%	5.2%

Companies participating in the City's industrial pretreatment program with relatively low monthly flow will realize a higher percent increase in their 2025 sewer bill, as their sewer bill will be influenced more by the implementation of the Industrial Pretreatment Fee of $150 per month. Percentage changes in these sewer bills will be more consistent with those shown in Table 4-4 beginning in 2026.

4.4 Regional Sewer Comparison

A comparison of rates for twenty-one regional utilities was conducted based on rates in effect as of July 1, 2024. Figure 1-3 shows the monthly bill for a 5/8-inch meter using 4 thousand gallons a month for each of these providers. The regional typical bill ranges from $26 per month to $85 per month, with the City currently just below the average of $51.81 per month. Implementing the proposed 2025 rates does not meaningfully impact the competitive position of the City's average residential sewer bill. Note that a portion of the surveyed communities are likely to experience rate increases in 2025. As mentioned earlier, nationwide annual rate increases for water and sewer service amount to about 5 percent per year, suggesting rates for other communities will increase over time.

Figure 4-1: Residential Sewer Monthly Bill Comparison at 4 Thousand Gallons per Month





1898andco.com

COUNCIL BILL NO. 2024-151 **ORDINANCE NO.**

AN ORDINANCE amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of Division 6, Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri.

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

WHEREAS, in 2019 the Council of the City of Joplin established a sewer rate based upon the cost of providing and maintaining the sewer infrastructure and the cost of treating, on a per usage basis, the waste stream; and, for industrial and commercial users with additional surcharges for usage and wastewater strength; and,

WHEREAS, the Council of the City of Joplin heard a rate study report regarding the proposed rates at the August 12, 2024 work session of the Council; and,

WHEREAS, in 2024 the consulting firm of Burns and McDonnell have reviewed the City's wastewater treatment system and have provided rate recommendations; and,

WHEREAS, the rates increase each year, 2025 through 2029; and,

WHEREAS, only those residential, commercial, industrial and governmental persons or entities utilizing the system will be responsible for payment of sewer fees; and,

WHEREAS, the rate charged to out-of-town users is higher, in part, because those users do not bear the potential liability associated with a wastewater treatment system that City residents may incur; and,

WHEREAS, the Council of the City of Joplin has determined that the rate structure proposed is the most equitable way to balance the cost of maintaining an environmentally compliant and effective sewerage system.

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

Section 1. That Sections 118-201 through 118-202, inclusive, of Division 6. Rates and Charges. of Division II. Sewers and Sewage Disposal. of Chapter 118. Utilities. of the Joplin City Code, are hereby repealed in their entirety, and a new Division 6. Rates and Charges., Sections 118-201 through 118-202 are hereby enacted in lieu thereof, to read as follows:

COUNCIL BILL NO. 2024-151 **ORDINANCE NO.**

DIVISION 6. RATES AND CHARGES

Sec. 118-201. Generally.

Sewer service charges are hereby levied against every residential, commercial, industrial and governmental user connected to public sewers in accordance with the rate recommendation documented in the 2024 Burns and McDonnell rate study, said rate study is incorporated herein by reference as Appendix 1. The proceeds of such charges so derived will be used first, for the purpose of retiring the debt for the public wastewater treatment works and then for the purpose of operation, maintaining and replacing the sewer system and equipment.

Sec. 118-202. - Rates and surcharges.

(a) All residential, commercial, industrial and governmental establishments shall be charged for sewer service in accordance with the following rate table. The sewer service charge shall consist of a monthly facility charge based upon the size of water meter plus a charge based upon the gallons of water used per month. The charges shall become effective on the dates listed in the table. The rate effective on April 1, 2025, shall be effective thereafter until changed.

RATE TABLE I

¾ Inch Meter or Smaller

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	40.29	52.35	2.64	3.43
April 1, 2025	41.20	53.56	2.80	3.64
April 1, 2026	42.13	54.77	3.02	3.93
April 1, 2027	43.08	56.00	3.26	4.24
April 1, 2028	44.05	57.27	3.52	4.58
April 1, 2029	45.04	58.55	3.80	4.94

1 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	51.71	67.20	2.64	3.43
April 1, 2025	52.87	68.73	2.80	3.64
April 1, 2026	54.06	70.28	3.02	3.93
April 1, 2027	55.28	71.86	3.26	4.24

April 1, 2028	56.52	73.48	3.52	4.58
April 1, 2029	57.79	75.13	3.80	4.94

1½ Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	80.33	104.43	2.64	3.43
April 1, 2025	82.14	106.78	2.80	3.64
April 1, 2026	83.99	109.19	3.02	3.93
April 1, 2027	85.88	111.64	3.26	4.24
April 1, 2028	87.81	114.15	3.52	4.58
April 1, 2029	89.79	116.73	3.80	4.94

2 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	114.64	149.04	2.64	3.43
April 1, 2025	117.22	152.39	2.80	3.64
April 1, 2026	119.86	155.82	3.02	3.93
April 1, 2027	122.56	159.33	3.26	4.24
April 1, 2028	125.32	162.92	3.52	4.58
April 1, 2029	128.14	166.58	3.80	4.94

3 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	194.71	253.12	2.64	3.43
April 1, 2025	199.09	258.82	2.80	3.64
April 1, 2026	203.57	264.64	3.02	3.93
April 1, 2027	208.15	270.60	3.26	4.24
April 1, 2028	212.83	276.68	3.52	4.58
April 1, 2029	217.62	282.91	3.80	4.94

4 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	309.04	401.74	2.64	3.43
April 1, 2025	315.99	410.79	2.80	3.64
April 1, 2026	323.10	420.03	3.02	3.93
April 1, 2027	330.37	429.48	3.26	4.24
April 1, 2028	337.80	439.14	3.52	4.58
April 1, 2029	345.40	449.02	3.80	4.94

6 Inch Meter

Effective Date	Facility Charge Per Month		Volume Charge Per 1,000 Gal.	
	In City	Out of City	In City	Out of City
Present Rate	595.00	773.50	2.64	3.43
April 1, 2025	608.39	790.91	2.80	3.64
April 1, 2026	622.08	808.70	3.02	3.93
April 1, 2027	636.08	826.90	3.26	4.24
April 1, 2028	650.39	845.51	3.52	4.58
April 1, 2029	665.02	864.53	3.80	4.94

(b) A surcharge rate is established for each user which discharges wastewater into the city treatment works which contains excess strength biochemical oxygen demand (BOD) and total suspended solids (TSS). Excess strength BOD and TSS are defined as wastewater with a BOD concentration in excess of 2.5 lb./1,000 gallons or a TSS concentration in excess of 2.5 lb./1,000 gallons. Surcharges for BOD and TSS shall be paid at the rates established in Rate Table II, and shall be paid in addition to the normally established rates listed in Rate Table I. The charges shall become effective on the dates listed in the table and shall be applicable through the subsequent year. The rate effective on April 1, 2025 shall be effective thereafter until changed.

RATE TABLE II

Effective Date	BOD Surcharge Rate	SS Surcharge Rate

	Per Pound		Per Pound	
	In City	Out of City	In City	Out of City
Present Rate	1.11	1.45	0.68	0.88
April 1, 2025	1.13	1.48	0.69	0.89
April 1, 2026	1.15	1.50	0.70	0.91
April 1, 2027	1.17	1.53	0.71	0.92
April 1, 2028	1.19	1.55	0.72	0.93
April 1, 2029	1.21	1.58	0.73	0.94

(c) An industrial pretreatment fee shall be charged to each permitted industrial user that is being monitored by city personnel. The fee shall consist of a monthly charge and become effective on the dates listed in Rate Table III, and shall be paid in addition to the established rates in Rate Table l and Rate Table ll. The rate effective on April 1, 2025, shall be effective thereafter until changed.

RATE TABLE III

Effective Date	Pretreatment Charge Per Month
Present Rate	------
April 1, 2025	150.00
April 1, 2026	156.00
April 1, 2027	162.24
April 1, 2028	168.73
April 1, 2029	175.48

(d) In addition to any fee or surcharge described hereinabove, any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or sludge from the city's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost or operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel and approved by the city council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2024-295

MEETING DATE:
November 18, 2024

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

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

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

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

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

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

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

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

FUNDING SOURCE
N.A.

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

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

COUNCIL BILL NO. 2024-295 ORDINANCE NO.

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST: _____ Keenan T. Cortez, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter Edwards, City Attorney

EXHIBIT A

Chapter 353
Property Tax Abatement Applications



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

City Council of Joplin Missouri
November 18, 2024

Chapter 353 Application previously approved by Joplin Redevelopment Corporation

IMPACT OF PLANNED REDEVELOPMENT
BY SYSTOLE HOLDING COMPANY, LLC

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

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

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

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

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

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




LEFT TURN
YIELD
ON GREEN
S VIRGINIA


1914





Hollcroft and Stults Buildings at 401 S. Virginia

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

The redevelopment team for each project will be:

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

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

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

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

4. Project nature: Market Rate Residential

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

6. Project budget:

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

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

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

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

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

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

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

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

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

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

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

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

Appendix A

Hollcroft & Stults Buildings Rehabilitation

Tax Impact Statement

3 Year Operating Proforma

Jasper County 2022 Real Estate Tax Receipt

Tax Impact Statement — Hollcroft & Stults Buildings Rehabilitation Project

Estimate of 353 Redevelopment Corporation Impact on Local Taxes

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

25 year Scenarios:

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

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

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

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

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

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

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

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



JASPER COUNTY TAX RECEIPT
2022 REAL ESTATE

Steven E. McIntosh, Collector

Two Office Locations

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

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

SYSTOLE HOLDING CO
3924 ARBOR CT
JOPLIN MO 64804

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

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

Property Description

MURPHYSBURG PORTER LOTS 85 TO 87 INC

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

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

TAX		3,471.47

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

PAID

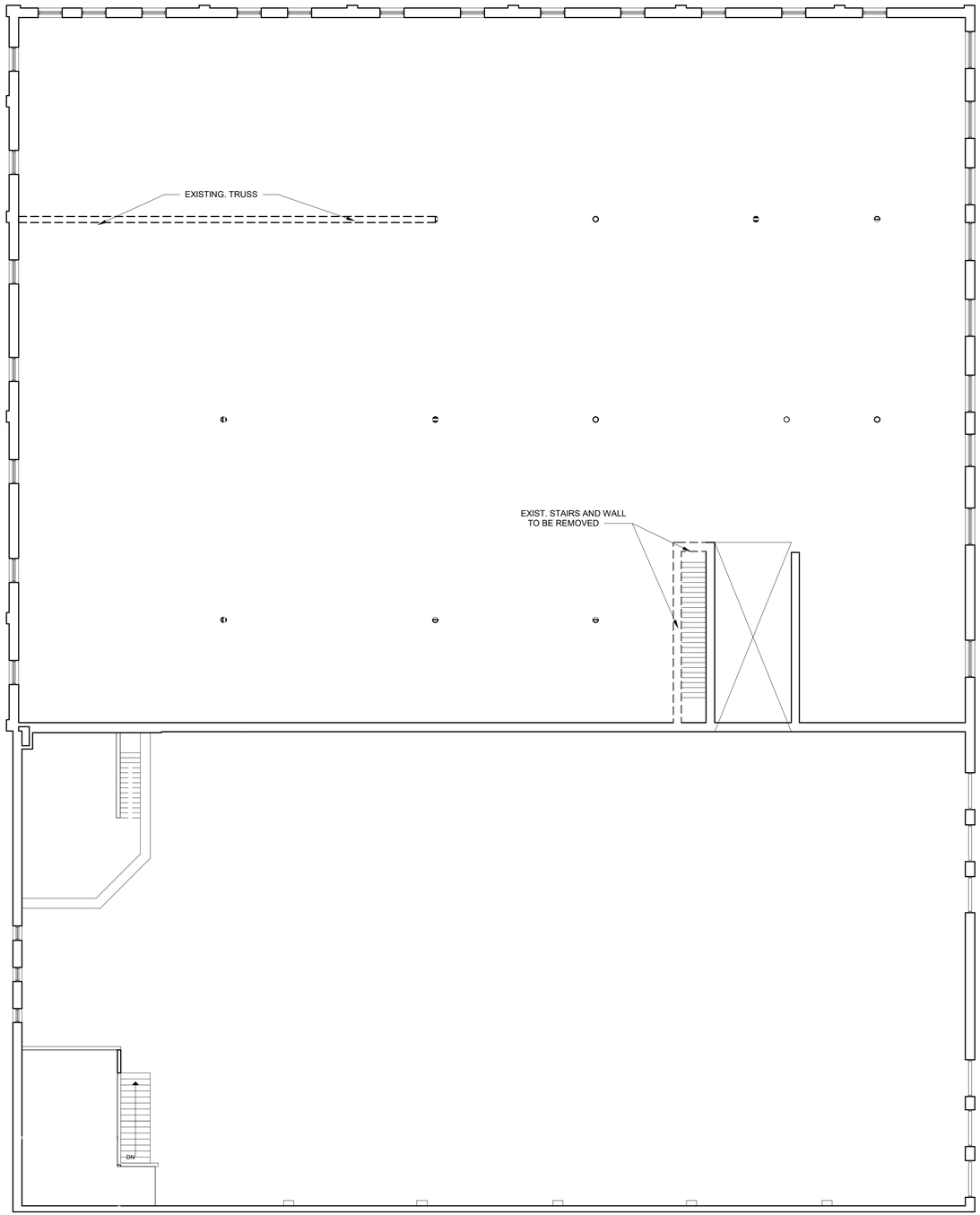
VALIDATED BY
STEVEN E. MCINTOSH - JASPER COUNTY COLLECTOR

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

REAL ESTATE TAX RECEIPTS CANNOT BE USED TO LICENSE VEHICLES

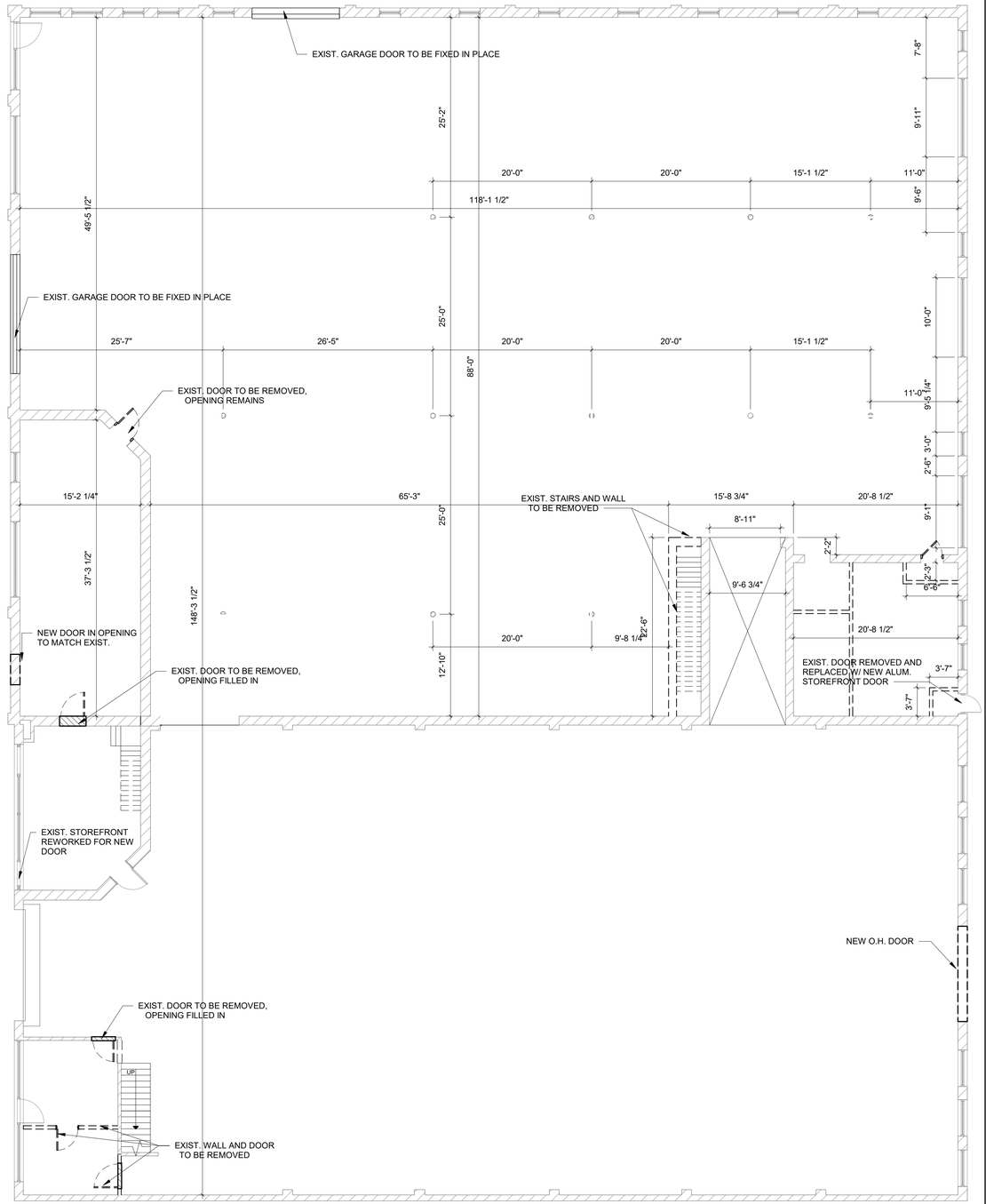
Appendix B

Hollcroft & Stults Buildings Rehabilitation Plans



Exist. / Demo. Plan - Upper Level

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



Exist. / Demo. Plan - Main Level

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

HUNTER & MILLARD ARCHITECTS, INC.

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

Missouri Certificate of Authority: A-2008008317

Revisions | By

Renovations for the Longneckers To:

Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

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

Exist. / Demo Plans

D1

Floor Plan Notes

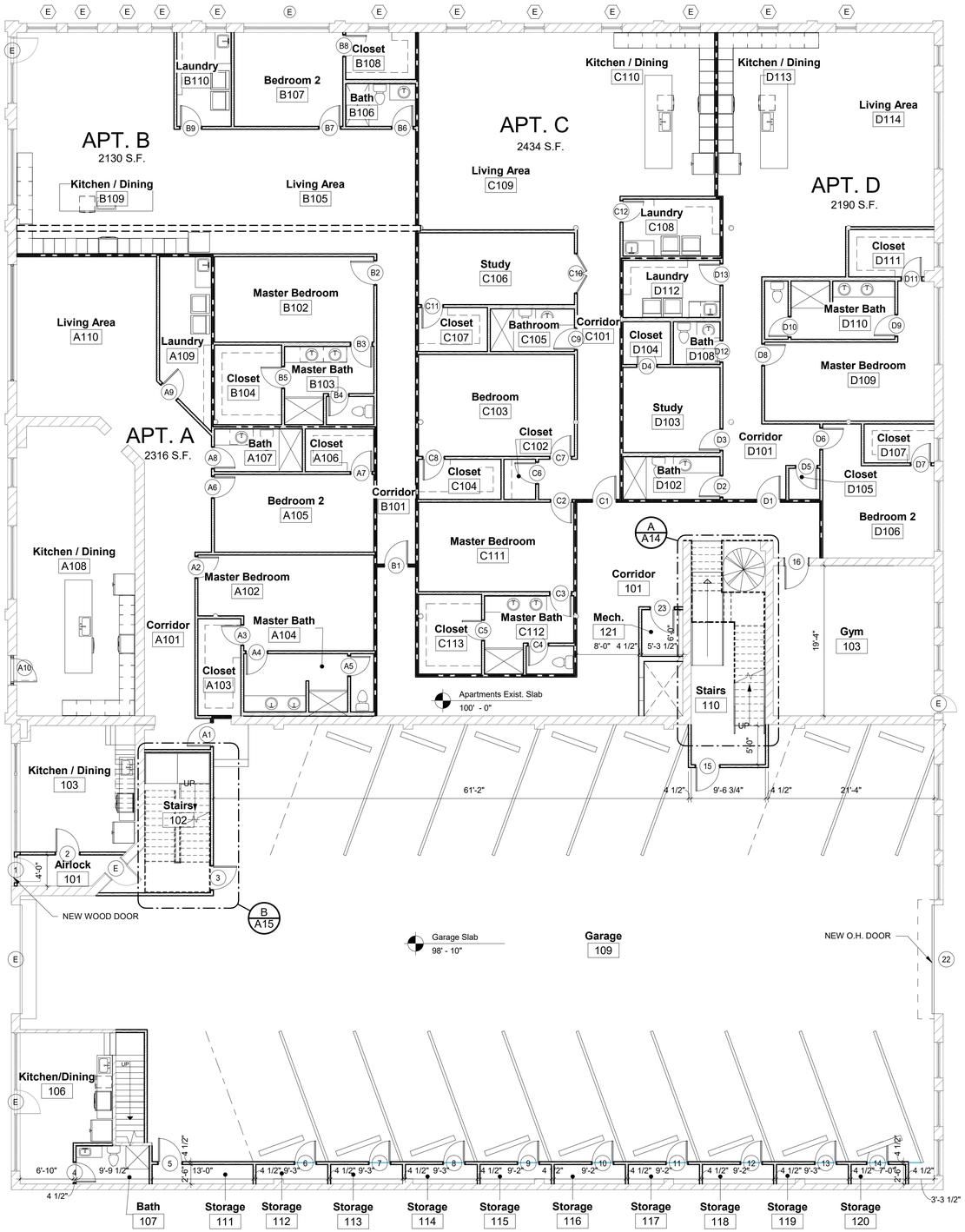
1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
3. SEE ROOM FINISH SCHEDULE/NOTES FOR FINISHES.
4. PROVIDE ADEQUATE BLOCKING IN WALLS FOR TOILET ACCESSORIES, PARTITIONS, SHELVING, MILLWORKS, ETC. VERIFY WITH OWNER OF ANY BLOCKING REQUIREMENTS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

Floor Plan Legend

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

Floor Plan Abbreviations

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



Floor Plan - Main Level

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

NORTH

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

Revisions | By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

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

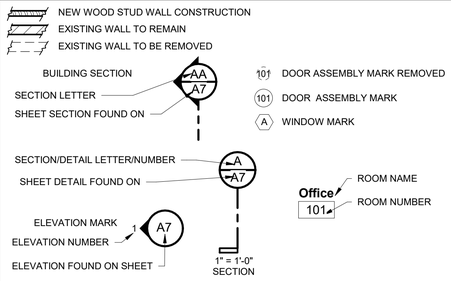
Main Level Floor Plan

A1

Floor Plan Notes

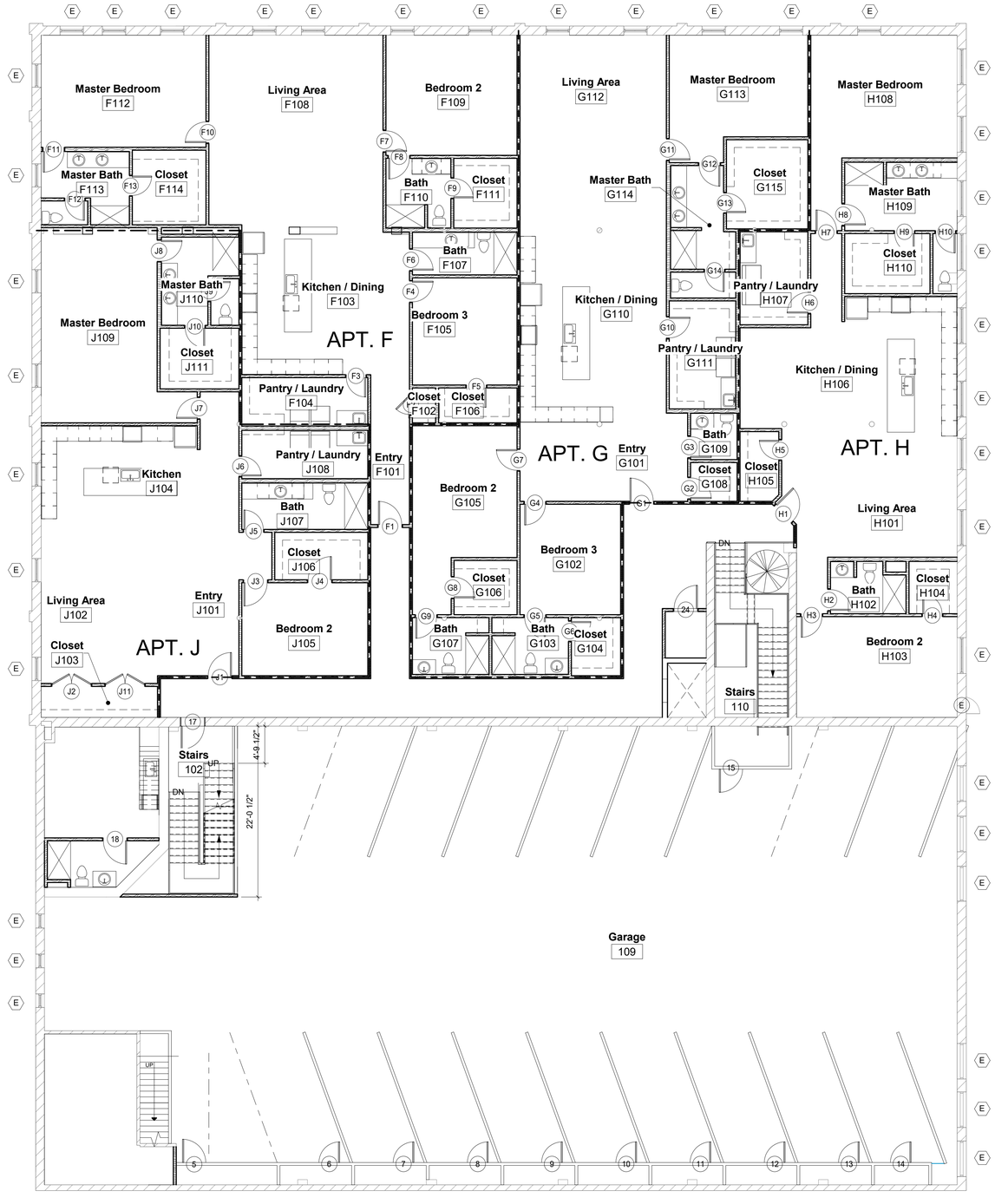
1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
2. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS
3. SEE ROOM FINISH SCHEDULE/NOTES FOR FINISHES.
4. PROVIDE ADEQUATE BLOCKING IN WALLS FOR TOILET ACCESSORIES, PARTITIONS, SHELVING, MILLWORKS, ETC. VERIFY WITH OWNER OF ANY BLOCKING REQUIREMENTS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

Floor Plan Legend



Floor Plan Abbreviations

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



Floor Plan - Upper Level

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

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

Revisions | By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

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

Upper Level Floor Plan

A2



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

Revisions	By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

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

Enlarged Main Level Floor Plan

A3

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

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

Revisions By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

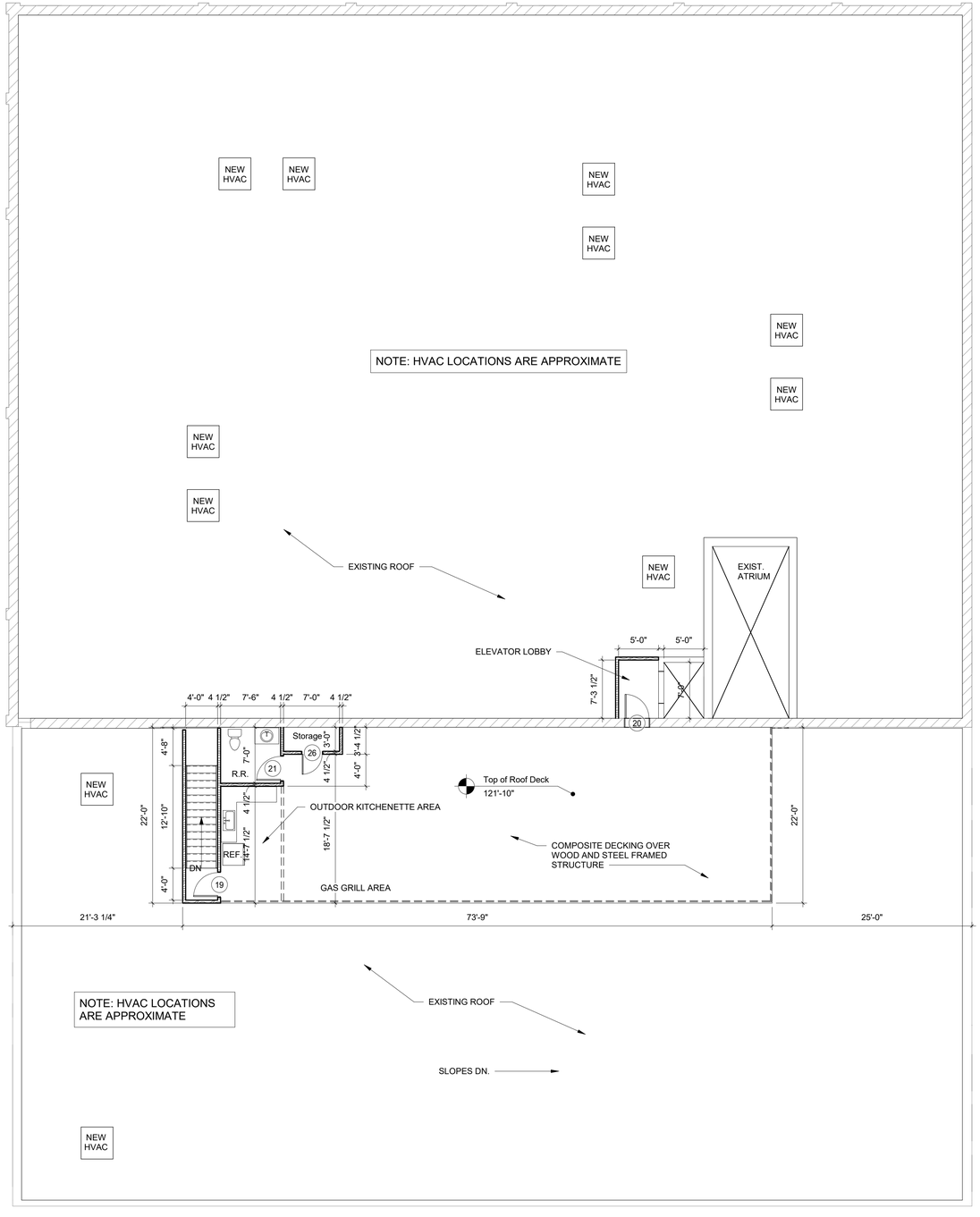
PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

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

Enlarged Upper Level Floor Plan

A4



Roof Plan

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

NORTH

HUNTER & MILLARD ARCHITECTS, INC.

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

Missouri Certificate of Authority: A-2008008317

Revisions | By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

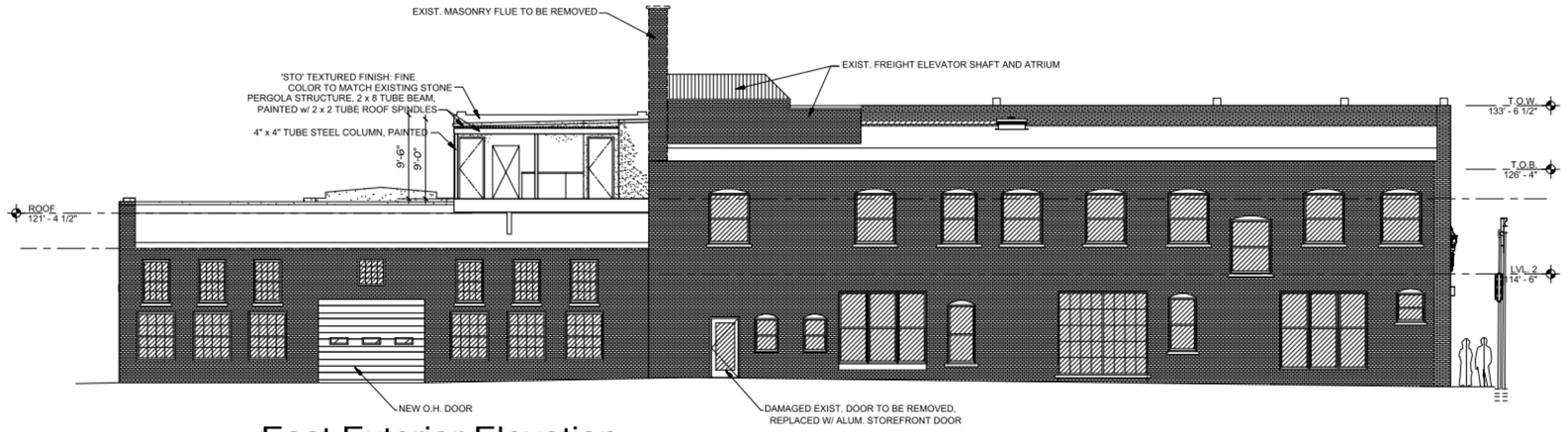
Drawn By	
Checked By	
Date	6-14-22
Scale	1/8" = 1'-0"
Job Number	2176

Roof Plan

A5

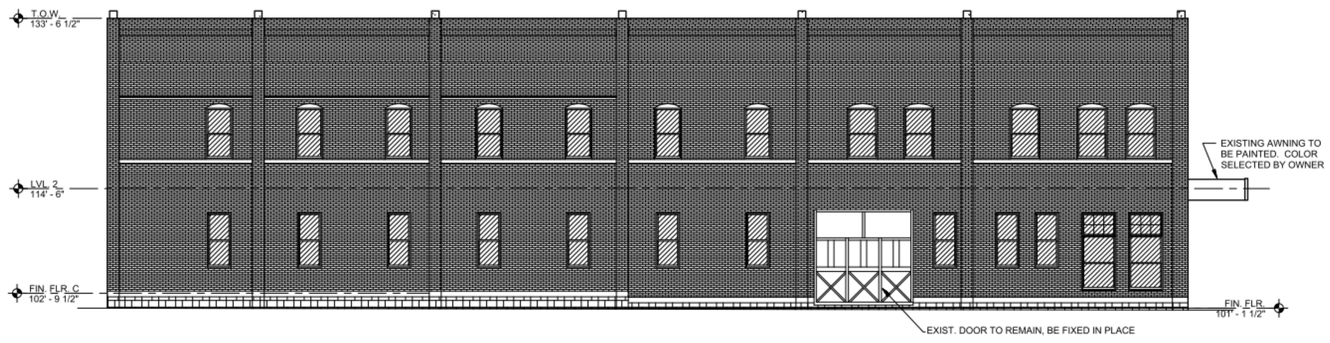
Windows Note

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



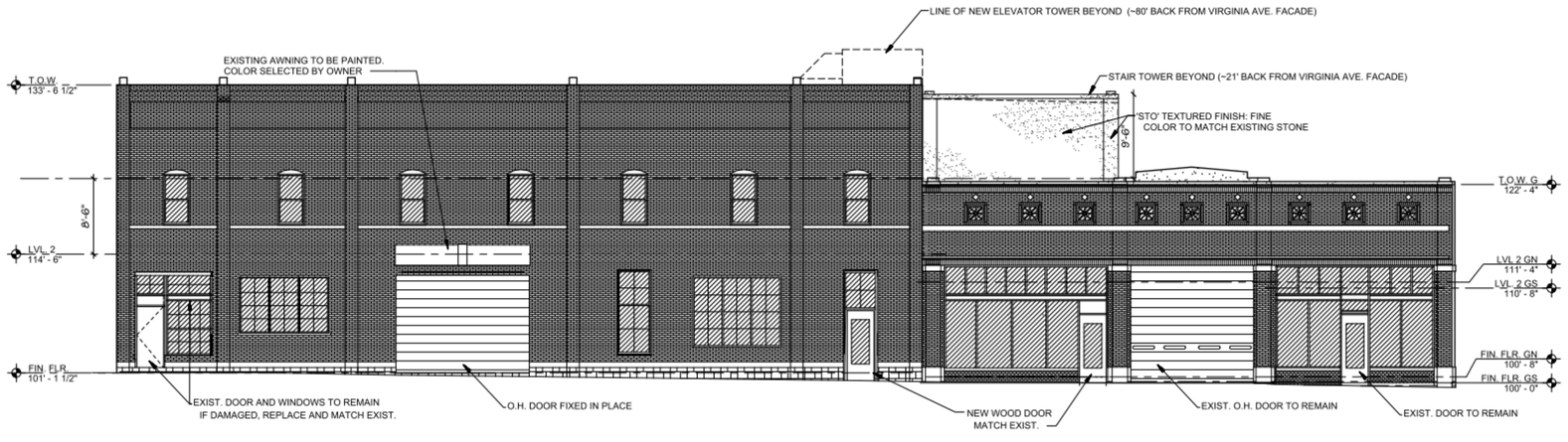
East Exterior Elevation along alley

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



North Exterior Elevation along Fourth Street

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



West Exterior Elevation along Virginia Avenue

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

HUNTER & MILLARD ARCHITECTS, INC.

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

Missouri Certificate of Authority: A-2008008317

Revisions | By

Renovations for the Longneckers To:
Hollcroft & Stults Buildings

PRELIMINARY

Elliott D. Hunter, Architect
Missouri A-4617

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

Exterior Elevations

A8

EXHIBIT B

LEGAL DESCRIPTION:

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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2024-022 – Authorizing the City Manager to execute the Petition to the City of Joplin for the creation of the Joplin Sports Facility Community Improvement District (CID)

MEETING DATE
December 2, 2024

ORIGINATING DEPT
Finance

ATTACHMENTS
Resolution 2024-022; Exhibit "A"- Joplin Sports Facility CID Petition

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

SUMMARY
This Resolution authorizes the City Manager to execute the Petition for the creation of the Joplin Sports Facility Community Improvement District (CID).

BACKGROUND
The Developer of Prospect Village is creating the Joplin Sports Facility Community Improvement District (CID). CID petitions require signatures by property owners collectively representing 1) the property owners owning more than 50% by assessed value of the real property within the district boundaries and 2) more than 50% per capita of all owners of real property within the district boundaries.

The City of Joplin owns certain real property within the proposed Joplin Sports Facility CID. The resolution authorizes the City Manager to sign the petition as an owner of property within the district boundaries for the creation of the CID.

FUNDING SOURCE
This is not applicable for this item.

RECOMMENDATION
Staff recommends approval of this resolution.

RESOLUTION NO. 2024-022

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

WHEREAS, the Community Improvement District Act, Section 67.1401 et seq., of the Revised Statutes of Missouri mandates that a petition requesting the creation of a community improvement district be signed by property owners collectively representing i) the property owners owning more than fifty percent by assessed value of the real property within the boundaries of the proposed district; and ii) more than fifty percent per capita of all owners of real property within the boundaries of the proposed district; and

WHEREAS, the City of Joplin owns certain real property within the proposed Joplin Sports Facility Community Improvement District and desires to execute the petition necessary to create the same.

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

Section 1: That the City Council hereby authorizes the City Manager to execute the Petition to the City of Joplin, Missouri for the Creation of the Joplin Sports Facility Community Improvement District, in substantially similar form as the attached **Exhibit A** incorporated into this resolution as if fully set forth herein, on behalf of the City of Joplin, Missouri.

Section 2: That the City Manager, City Clerk, or other appropriate official of the City is hereby authorized to take such actions or execute any documents or instruments necessary to carry out the intent of this Resolution.

Section 3: That this resolution shall be in full force and effect from and after its passage and approval.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 2ND day of November 2024.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

EXHIBIT "A"

JOPLIN SPORT FACILITY COMMUNITY IMPROVEMENT DISTRICT

PETITION TO THE CITY OF JOPLIN, MISSOURI FOR THE CREATION OF THE

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Submitted _____, 2024

PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

To the City Council ("City Council") of the City of Joplin, Missouri ("City"):

The undersigned petitioners ("Petitioners"), (1) being the owners of record owning more than fifty percent (50%) by assessed value of the real property within the boundaries of the hereinafter described Joplin Sports Facility Community Improvement District ("District"), and (2) comprising more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the City Council establish the District under the authority of Sections 67.1401 to 67.1571, R.S.Mo. ("Act"). In support of this petition ("Petition"), Petitioners set forth the following information in compliance with the CID Act.

1. **Boundaries, Legal Description, and Map of District**

   The legal description of the District is attached hereto as Exhibit A. A map of the boundaries of the District is attached hereto as Exhibit B, confirming that the District is contiguous. The District is located entirely within the corporate boundaries of the City. A summary of the parcels within the District owned by the Petitioners is attached hereto as Exhibit C.

2. **Name of District**

   The name of the District is Joplin Sports Facility Community Improvement District.

3. **Signatures May Not Be Withdrawn**

   Notice has been provided to all signers of the Petition that their signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. **Five-Year Plan**

   A five-year plan stating a description of the purposes of the District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be initially incurred is attached hereto as Exhibit D.

5. **District Type**

   District is a political subdivision of the State of Missouri in accordance with the Act.

6. **District Governance, Number of Directors**

   The District is governed by a board of directors appointed by City, which board shall consist of five (5) members.

7. Board of Directors

a. Number. The District is governed by a Board of Directors ("Board") consisting of 5 members, who have been appointed by the municipality in accordance with the Petition.

b. Qualifications. Each member of the Board ("Director") shall meet the following requirements:

(1) be at least 18 years of age;

(2) be and must declare to be either an owner of real property within the District or an authorized representative of an owner, an owner of a business operating within the District, or a registered voter residing within the District, as provided in the CID Act;

(3) are citizens of the United States and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution and § 67.1451.6, R.S.Mo;

(4) except for the initial directors named in this Petition, be nominated according to slates submitted as described in this Petition; or in the case of Interim Directors, be elected by the remaining Directors; and

(5) At least one director must be someone who (1) resides within the City; (2) is qualified to vote; (3) has no financial interest in any real property or business in the District; and (4) is not a relative to an owner of real property or a business within the District.

c. Initial Directors. The initial directors ("Initial Directors") and their respective terms were identified by the City as follows:

Ryan Stanley	4 years	City Representative
Derek Edwards	4 years	City Representative
Fred Palmer	2 years	City Representative
Dustin Parker	2 years	City Representative
Patty Vavra	2 years	Independent Director

d. Terms. Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with this Petition. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director is not

able to serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

e. Ex Officio Members. The City may designate an ex officio member to the District's Board of Directors who may attend all open meetings of the Board but shall have no voting power. The ex officio member may attend closed meetings of the Board unless the member has a conflict of interest regarding the subject matter of the closed meeting and/or the subject matter of the closed meeting involves potential or actual legal actions relating to the City. The District shall provide the ex officio member with notice of all meetings and copies of all correspondence provided to the members of the Board. The City's failure to designate an ex officio member will not affect the Board's ability to meet, act upon certain matters and otherwise carry out its business.

f. Successor Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution according to a slate submitted by the Board to the City of Joplin, Missouri's City Clerk ("City Clerk"). The slate of proposed Successor Directors shall include evidence in a form satisfactory to the City that each Successor Director meets the statutory qualifications to serve as Director pursuant to the CID Act and that the owner's representatives are duly authorized to serve as Directors.

Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor, and the Mayor shall either (i) approve the slate and seek consent of same from City Council at the next regular meeting of City Council, or (ii) return the slate to the Board with a request for alternates for any or all of the Board petitions identified on the slate.

Should City Council refuse to consent to the slate submitted to it by the Mayor, it shall request alternatives for any or all Board positions identified on the slate and within ten (10) days of such refusal, the Board shall submit an alternative slate to the Mayor with two (2) alternates for each of the Board positions requested by City Council.

Should the Mayor reject and return the slate to the Board, the Board shall within ten (10) days of such refusal submit an alternative slate to the Mayor with two (2) alternates for each of the Board positions requested by the Mayor. After receipt of the alternative slate, the Mayor shall either (i) choose from the alternate(s), approve the slate, and seek consent of City Council at the next regular meeting of City Council, or (ii) reject the alternative slate. In the event the Mayor rejects the alternative slate, Successor Directors shall be appointed by the Mayor with the consent of City Council.

If any such action by the Mayor or the City Council is not completed within a 30-day period, the Successor Directors shall be deemed to have been appointed by the Mayor with the consent of the City Council according to the slate submitted.

8. Total Assessed Value

The total estimated assessed value of all real property located within the District, as reported by the Jasper County Assessor's Office as of the date of this Petition, is $21,428,300. As depicted on Exhibit C, Petitioners own real property within the District currently assessed at $10,903,820 representing 51% of the assessed value of all of the real property within the District.

9. Determination of Blight

Petitioners are seeking a determination that the District Land is a blighted area pursuant to the Act as shown in the Blight Study attached as Exhibit E. Upon a finding of blight by the City Council, the District may contract with any private property owner within the District to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure on such property provided that the City Council has determined that the action to be taken pursuant to such contract is reasonably anticipated to remediate the blighting conditions and will serve a public purpose.

10. Proposed Length of Time

The District will continue to exist and function until the earlier of: (1) all of the obligations (and accrued interest), as defined in the Act, of the District have been repaid, or (2) the date which is twenty-seven (27) years from the date of the Ordinance establishing the District. The City may extend the duration of the District pursuant to Section 67.1481 of the Act.

The CID Sales Tax (as defined below) shall be terminated by the Board when all CID debts have been repaid and all parties have been fully reimbursed for all of its approved reimbursable expenses, as set forth in Exhibits D and D-1.

11. Proposed Method of Financing District Costs

The costs of the district improvements and services will be financed through a conventional secured loan, reimbursement agreement and/or bonds issued by the District or other authorized body, any of which will be secured by the pledge of applicable revenue received from the imposition of the CID Sales Tax within the District. The costs of services shall only be paid by revenues of the district after the costs of improvements have been fully paid.

12. Sales Tax

The District may by resolution of the Board, and in accordance with the Act, impose a sales tax ("CID Sales Tax") at a maximum rate of one percent (1.0%) upon all eligible retail sales within the District.

13. Maximum Rates of Business Licenses and Real Property Taxes

The District is not authorized to impose any real property tax levy or business license taxes within the District.

14. Special Assessments

The District is not authorized to levy a special assessment.

15. Limitations on Borrowing Capacity

Petitioners do not seek limitations on the borrowing capacity of the District.

16. Limitations on Revenue Generation

Petitioners do not seek limitations on the revenue generation of the District.

17. Other Limitations on District Powers

Petitioners do not seek limitations on the authority of the District, except as set forth in this Petition. The District shall have the full range of powers authorized under the provisions of the CID Act.

18. Audit

The City Auditor shall have the right to examine or audit the records of the District and shall require that the District make such records available to the City Auditor within ten (10) days after a written request for the same is made.

19. Severability / Exhibits

It is the intention of the Petitioners that the provisions of this Petition shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Petition. Accordingly, if any provision of this Petition shall be deemed invalid or unenforceable in whole or in part, this Petition shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Petition in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Petition by reference.

20. Request to Establish District

By execution and submission of this Petition, the Petitioners request that the City Council establish the District as set out in this Petition.

[THE REST OF THIS PAGE IS INTENTIONALLY BLANK]

[SIGNATURE PAGES FOLLOW]

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Duane D. Hukill and Holly L. Hukill, Co-Trustees of the Duane D. and Holly L. Hukill Revocable Trust Agreement dated August 8, 2000**

DBA (if any): DHH Investments

Property Address: 2120 S Davis Blvd

Owner's telephone number: 417-529-7000

Owner's mailing address: P.O. Box 2495, Joplin MO 64803

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

State basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	**Trust**
	Nonprofit Corporation	Other: _____

Map and parcel number: 20401800000013004; Assessed Value: $90,800 current $29,060

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 2/29/24

Signature: Duane Hukill
Name: Duane Hukill
Title: Owner

Date: 2/29/24

Signature: Holly L Hukill
Name: Holly Hukill
Title: Owner

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 29th day of February 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Duane D. Hukill and Holly L. Hukill, Co-Trustees of the Duane D. Hukill and Holly L. Hukill Revocable Trust Agreement dated August 8, 2000, who executed the within instrument on behalf of said Trust and he/she/they acknowledged the execution of the same to be the act and deed of said Trust.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Amy Beth Sanell
NOTARY PUBLIC

My Commission Expires:
5/28/27

AMY BETH SANELL
Notary Public-Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires May 28, 2027
Commission #19601356

EXHIBIT B

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Fletcher Realty, LLC**

DBA (if any): _____

Owner's telephone number: _____

Owner's mailing address: 5922 Warden Rd, North Little Rock AR 72120

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

State basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address: _____

If owner is an individual: Single Married

If owner is not an individual state what type of entity: Corporation General Partnership **Limited Liability Company** Limited Partnership Urban Redevelopment Corp Trust Nonprofit Corporation Other: _____

Map and parcel numbers:

1. **20401800000012000**
2. **20401800000026000**
3. **20401800000022000**
4. **20401800000013003**

Assessed Values:

1. **$661,000.00** 211,520
2. **$2,999,320.00** 983,090
3. **$4,316,170.00** 1,405,530
4. **$2,647,010.00** 896,840

TOTAL: $10,650,500.00 $3,496,980

By executing this petition, the undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 12/6/23

Signature: _____

Name: Thomas W. Roy III

Title: Manager/CFO

STATE OF Arkansas)
) ss.
COUNTY OF Pulaski)

Be it remembered, that on this 6th day of December, 2023, before me, a Notary Public in and for the County and State aforesaid, came Thomas W. Roy III, the Manager/CFO of Fletcher Realty, LLC, an Arkansas limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Amanda Peavey
NOTARY PUBLIC

My Commission Expires:

12-17-28

AMANDA PEAVEY
MY COMMISSION # 12369031
EXPIRES: December 17, 2028
Saline County

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Schuber Mitchell Homes, LLC** County shows 2340 Real Property as Owner
DBA (if any): Schuber Mitchell Homes
Owner's telephone number: 417-626-7000
Owner's mailing address: 2340 S. Rangeline Rd, Joplin MO 64804
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Kit Eaker
State basis of legal authority to sign: Company Representative
Signer's telephone number: 417-626-7000
Signer's mailing address: 2340 S. Rangeline Rd. Joplin, MO 64804

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: ____

Map and parcel number: **19601310013018000**
Assessed Value: **$2,663,520.00** Current AV $852,330

By executing this petition, the undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 1/10/2024

Signature: _____
Name: Kit Eaker
Title: Director of LEAD

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 10 day of 2024, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kit Eaker, the Director of Lead of 2340 Real Property, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she/they acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Sheena McBroom
NOTARY PUBLIC

My Commission Expires:
4/14/2025

SHEENA MCBROOM NOTARY PUBLIC-NOTARY SEAL My Comm. Expires 04/14/2025 ID. # 13471004 Commissioned for Jasper County STATE OF MISSOURI

CID #2

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **4 State Corral, LLC**
DBA (if any): NONE
Property Address: 2415 S Rangeline Rd
Owner's telephone number: 417-396-2109 - 361-290-7562
Owner's mailing address: 3090 N Hidden Hollow Ln, Joplin MO 64801
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Chock L. Billy - Robert I. CAIRNS
State basis of legal authority to sign: owners
Signer's telephone number: SAME AS owners
Signer's mailing address: 3090 N. Hidden Hollow LN. Joplin MO. 64801
8105 Old White River Rd. Rogers Ark 72756

If owner is an individual: ~~Single~~ ~~Married~~ N/A

If owner is not an individual state what type of entity:
Corporation | General Partnership
Limited Liability Company | ~~Limited Partnership~~
Urban Redevelopment Corp | Trust
Nonprofit Corporation | Other: _____

Map and parcel number: 20401800000027001
Assessed Value: $1,776,360.00 Current $573,330

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 1-3-2024

Signature: [signature]
Name: Chock L. Billy - Robert I. CAIRNS
Title: owners

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 3rd day of January, 2024, before me, a Notary Public in and for the County and State aforesaid, came Chock L Billy - Robert I Cairns, the owners of 4 State Corral, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she duly acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Christine Gier
NOTARY PUBLIC

My Commission Expires: Feb 20, 2024

CHRISTINE GIER
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Feb. 20, 2024
Commission #20723354

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Pinnacle Bank**
DBA (if any): _____
Property Address: 2433 S Rangeline Rd
Owner's telephone number: _____
Owner's mailing address: 802 Main St, Joplin MO 64802
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Travis Spencer
State basis of legal authority to sign: MO
Signer's telephone number: 417-629-4811
Signer's mailing address: travis.spencer@pinnbank.com

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	**Other: BANK**

Map and parcel number: **20401800000028000**
Assessed Value: **$885,510.00** Current $288,970

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 3.27.24

Signature: _____
Name: Travis Spencer
Title: Mkt Pres

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 27th day of March 2024, before me, a Notary Public in and for the County and State aforesaid, came Travis Spencer, the Market President of Pinnacle Bank, a [NEBRASKA BANKING INSTITUTION] ("Bank"), who executed the within instrument on behalf of said Bank and he/she duly acknowledged the execution of the same to be the act and deed of said Bank.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Jennifer Wetzel
NOTARY PUBLIC

My Commission Expires: 3-5-26

JENNIFER WETZEL
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 5, 2026
MCDONALD COUNTY
COMMISSION #14588851

{33861 / 70863; 1008508. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Range Line Investors, L.L.C.**
DBA (if any): _____
Property Address: S Geneva Ave
Owner's telephone number: (913) 649-4600
Owner's mailing address: 7217 W 110th St, Shawnee Mission KS 66210
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000014004**
Assessed Value: **$301,300.00** Current $95,680

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: February 29th, 2024

Signature: _____
Name: David J. Christie
Title: Manager

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

Be it remembered, that on this 29th day of February, 2024 before me, a Notary Public in and for the County and State aforesaid, came David J Christie the Manager of Range Line Investors, L.L.C., a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she duly acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Allison Edwards
NOTARY PUBLIC

My Commission Expires: August 27, 2025

NOTARY PUBLIC - State of Kansas
ALLISON EDWARDS
My Appt. Expires 8/27/2025

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **KAP Property Investments, LLC**
DBA (if any): _____
Property Address: 2120 Davis St
Owner's telephone number: _____
Owner's mailing address: 10210 Center Ridge Dr., Joplin MO 64804
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Andrew J. Roy
State basis of legal authority to sign: _____
Signer's telephone number: 417-850-6607
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000013000**
Assessed Value: **$425,810.00** Current $149 520

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 2/27/24

Signature: Andrew J Roy
Name: Andrew J. Roy
Title: Member

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 27th day of February ~~2023~~ 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Andrew J Roy, the Member/Signer of KAP Property Investments, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Amber L Babb
NOTARY PUBLIC

My Commission Expires: 8-22-2027

AMBER L BABB
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jasper County
My Commission Expires: August 22, 2027
ID #23470422

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Southwest Missouri Development Enterprises, LLC**
DBA (if any): _____
Owner's telephone number: 417-782-1500
Owner's mailing address: 1701 W 26th Street, Suite C, Joplin, MO 64804

IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual: Single Married

If owner is not an individual state what type of entity: Corporation, Limited Liability Company, Urban Redevelopment Corp, Nonprofit Corporation, General Partnership, Limited Partnership, Trust, Other: _____

Map and parcel number: 1) **19601310013009000** 2) 19601310013004000

Assessed Value: 1) **$398,820.00** 2) $254,770.00 Total $653,590.00

By executing this petition, undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 6/20/24

Signature: _____
Name: Richard Joseph, Jr.
Title: owner/manager

STATE OF Missouri)
) ss.
COUNTY OF Christian)

Be it remembered, that on this 20th day of June, 2024, before me, a Notary Public in and for the County and State aforesaid, came Richard Joseph, Jr., the owner/manager of Southwest Missouri Development Enterprises, Inc. a Missouri limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

GAYLA J SPARKS
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Feb. 24, 2026
Commission #22543338

NOTARY PUBLIC

My Commission Expires:

2/24/26

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Continence Restoration Center, LLC**
DBA (if any): _____
Property Address: 2120 S. Davis Blvd.
Owner's telephone number: _____
Owner's mailing address: 8458 Cedar Dr., Joplin MO 64804

IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Christopher Roberts
State basis of legal authority to sign: owner
Signer's telephone number: (417) 434-1230
Signer's mailing address: 8458 Cedar Drive Joplin MO 64804

If owner is an individual: Single (Married)

If owner is not an individual state what type of entity: Corporation; (Limited Liability Company); Urban Redevelopment Corp; Nonprofit Corporation; General Partnership; Limited Partnership; Trust; Other: _____

Map and parcel number: **20401800000013002**

Assessed Value: ~~**$616,880.00**~~ $197,400.00

By executing this petition, undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 10/11/24

Signature: Christopher Roberts
Name: Christopher Roberts
Title: Owner

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 11th day of Oct, 2024, before me, a Notary Public in and for the County and State aforesaid, came Christopher Roberts, the Owner of Continence Restoration Center, LLC a Missouri limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Celina Brown
NOTARY PUBLIC

My Commission Expires: April 3rd, 2027

CELINA BROWN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 23138402
My Commission Expires Apr 3, 2027

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Jasper Products, L.L.C.**

DBA (if any): _____

Owner's telephone number: 417 206 3333

Owner's mailing address: 3877 E. 27th St., Joplin, MO 64808

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Randy Skienderis

State basis of legal authority to sign: VP, Supply Chain & Admin

Signer's telephone number: 417 208-1118

Signer's mailing address: randy.skienderis@jasperproducts.com

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number:

1. 20401800000079004
2. ~~20401800000078000~~
3. ~~20401800000070001~~

Assessed Value:

1. $2,129,790 current $2,889,410
2. ~~$21,790 etc~~
3. ~~$129,960 etc~~

TOTAL: $2,281,540 ~~$3,041,160~~ $2,889,410

By executing this petition, undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: June 14, 2024

Signature: _____

Name: Randy Skienderis

Title: VP Supply Chain & Admin

STATE OF Missouri)
) ss.
COUNTY OF Newton)

Be it remembered, that on this 14 day of June, 2024, before me, a Notary Public in and for the County and State aforesaid, came Randy Skienderis, the VP Supply Chain & Admin of Jasper Products ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires:

Feb 12, 2028

SAMANTHA FLORES
Notary Public - Notary Seal
Newton County - State of Missouri
Commission Number 24895046
My Commission Expires Feb 12, 2028

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Simmons Bank, successor in interest to Liberty Bank**
DBA (if any): _____
Owner's telephone number: 1-866-246-2400
Owner's mailing address: 4625 S. National Ave., Springfield, MO 65810

IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Christian Lewis
State basis of legal authority to sign: Missouri
Signer's telephone number: 417-875-5234
Signer's mailing address: 4625 S. National Ave., Springfield, MO 65810

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation Other: Bank	

Map and parcel number: **19601310013015000**

Assessed Value: **$1,173,620** current AV ~~$~~ $375,560

By executing this petition, undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 6/5/2024

Signature: _____
Name: Christian Lewis
Title: Vice President, Regional Community Executive

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Be it remembered, that on this 5th day of June, 2024, before me, a Notary Public in and for the County and State aforesaid, came Christian Lewis, the VP, Regional Community Executive of Simmons Bank, successor in interest to Liberty Bank, a banking institution ("Bank"), who executed the within instrument on behalf of said Bank and he/she duly acknowledged the execution of the same to be the act and deed of said Bank.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 05-15-2027

VANESSA A. GILMORE
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires May 15, 2027
Commission #15446884

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **BURKAT, LLC**
DBA (if any): _____
Property Address: 2705 S Rangeline Rd
Owner's telephone number: 417-622-9149
Owner's mailing address: 3715 Red Fox Run, Joplin MO 64804 (3715 RED FOX RUN JOPLIN MO 64804
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: IFTIKHAR ALI
State basis of legal authority to sign: OWNER
Signer's telephone number: 417-622-9149
Signer's mailing address: 3715 RED FOX RUN JOPLIN, MO 64804

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000034000**
Assessed Value: **$553,650.00** ✓

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 6/12/24

Signature: _____
Name: IFTIKHAR ALI
Title: OWNER

STATE OF Missouri)
) ss.
COUNTY OF Newton)

Be it remembered, that on this 3rd day of June, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Iftikhar Ali, the owner of Burkat, LLC ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 11/16/2024

Kyle Birkinsha
Notary Public - Notary Seal
State of Missouri
Jasper County
My Commission Expires: 11/16/2024
Commission # 12640041

{33861 / 70863; 1008092. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Sooner Two, LLC**
DBA (if any): _____
Property Address: 1. 1935 S Rangeline (Aspen Dental); 2. S Rangeline Rd
Owner's telephone number: _____
Owner's mailing address: 1027 S. Main St., Ste 203, Joplin MO 64801
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual: Single Married
If owner is not an individual state what type of entity: Corporation; General Partnership; **Limited Liability Company**; Limited Partnership; Urban Redevelopment Corp; Trust; Nonprofit Corporation; Other: _____

Map and parcel numbers: **1. 20401800000017003**
2. 20300730004030005

Assessed Values: **1. $714,240.00** ~~-current~~ $227,550
2. $125,000.00 Current $24,540 **TOTAL: $839,240.00** ~~$~~ 252,090

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 4-18-24

Signature: _____
Name: Michael Joseph
Title: Manager

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 18 day of April, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael Joseph, the Manager of Sooner Two, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 10/25/2025

MONICA LONG
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR JASPER COUNTY
MY COMMISSION EXPIRES OCT. 25, 2025
ID #21576910

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Acme Land Company**
DBA (if any): _____
Property Address: 1. 2601 S Rangeline Rd; 2. S Rangeline Rd
Owner's telephone number: 417 624 5825
Owner's mailing address: P.O. Box 66, Joplin MO 64803
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual: Single Married

If owner is not an individual state what type of entity: **Corporation** General Partnership; Limited Liability Company; Limited Partnership; Urban Redevelopment Corp; Trust; Nonprofit Corporation; Other: S-corp

Map and parcel numbers: **1. 20401800000031000**
2. 20401800000031001
Assessed Values: **1. $889,490.00** current $283,550 **2. $232,190.00** current $74,300 **TOTAL: $1,232,680.00** $357,850

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 5/13/24

Signature: R Newton Sharp
Name: R. Newton Sharp
Title: President

STATE OF Missouri)
) ss.
COUNTY OF JASPER)

Be it remembered, that on this 13th day of May, 2023, before me, a Notary Public in and for the County and State aforesaid, came R. Newton Sharp, the President of Acme Land Company, a Delaware corporation ("Company"), who executed the within instrument on behalf of Company and he/she duly acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Cathy A Taylor
NOTARY PUBLIC

My Commission Expires:
3/22/2027

CATHY A. TAYLOR Comm. Exp. 3/22/2027 NOTARY PUBLIC NOTARY SEAL #15530333 Newton County STATE OF MISSOURI

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **International Paper Company**
DBA (if any): _____
Property Address: Behind Home Depot - Rangeline
Owner's telephone number: _____
Owner's mailing address: P.O. Box 2118, Memphis TN 38101
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	**Corporation**	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000014000**
Assessed Value: ~~**$120,000.00**~~ Current $147,400.00

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 8-19-2024

Signature: W. Neely Mallory IV
Name: W. Neely Mallory IV
Title: Director, Global Real Estate

Ignacio Vincenteño (Aug 17, 2024 09:28 CDT)

STATE OF Tennessee)
) ss.
COUNTY OF Shelby)

Be it remembered, that on this 19th day of August, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. Neely Mallory IV, the Director, Real Estate of International Paper Company, a New York corporation ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

DOROTHY D. BAILEY NOTARY PUBLIC STATE OF TENNESSEE SHELBY COUNTY MY COMMISSION EXPIRES: MARCH 02, 2028

Dorothy D. Bailey
NOTARY PUBLIC

My Commission Expires:

CLERK'S RECEIPT OF PETITION

This Petition to create the Joplin Sports Facility Community Improvement District was filed in the office of the City Clerk of the City of Joplin, Missouri on the _____ day of _____, 2024.

_____
City Clerk

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF DISTRICT

OWN
Engineering beyond.™

SPORTS COMPLEX CID DESCRIPTION:

ALL THAT PART OF THE WEST HALF OF SECTION 7 AND PART OF SECTION 18 IN TOWNSHIP 27 NORTH, RANGE 32 WEST AND PART OF SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE EAST HALF OF SECTION 13 IN TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST;THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38" EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 896.93 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1721, PAGE 569 SOUTH 01°48'43" WEST, 1634.60 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'29" WEST, 764.13 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'40" WEST, 282.16 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID WEST LINE AND ALONG

SAID NORTH RIGHT OF WAY NORTH 50°53'05" WEST, 372.95 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY 1029.71 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2842.97 FEET, A CHORD DIRECTION OF NORTH 60°08'32" WEST, A CHORD LENGTH OF 1024.09 FEET; THENCE NORTH 72°27'44" WEST, 264.39 FEET; THENCE 53.82 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 947.02 FEET, A CHORD DIRECTION OF NORTH 77°50'46" WEST, A CHORD LENGTH OF 53.81 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 01°29'04" EAST, 13.33 FEET; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 02°19'55" WEST, 328.55 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 87°26'00" WEST, 219.69 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 02°05'59" EAST, 189.61 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1547, PAGE 1848; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 01°58'02" EAST, 1.50 FEET; THENCE SOUTH 89°58'32" WEST, 20.52 FEET; THENCE SOUTH 01°09'52" EAST, 1.50 FEET; THENCE SOUTH 89°58'26" WEST, 1123.82 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°30'42" EAST, 633.84 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 6 CALLS: SOUTH 89°53'23" EAST, 350.49 FEET; THENCE NORTH 01°38'37" EAST, 271.86 FEET; THENCE SOUTH 89°03'02" EAST, 141.30 FEET, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 24TH STREET; THENCE ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY SOUTH 54°38'13" EAST, 30.33 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY 208.87 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 333.78 FEET, A CHORD DIRECTION OF SOUTH 72°07'32" EAST, A CHORD LENGTH OF 205.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY NORTH 89°56'51" EAST, 201.31 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID NORTH LINE SOUTH 01°15'29" WEST, 175.00 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°56'51" EAST, 300.00 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 5 CALLS: NORTH 01°30'51" EAST, 175.00 FEET; THENCE NORTH 00°51'10" EAST, 50.01 FEET; THENCE NORTH 01°39'49" EAST, 5.01 FEET; THENCE SOUTH 89°55'21" EAST, 5.00 FEET; THENCE NORTH 01°32'57" EAST, 151.11 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2613, PAGE 358; THENCE LEAVING SAID WEST RIGHT OF WAY AN ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°47'00" WEST, 240.00 FEET; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422 NORTH 01°40'30" EAST, 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF SOUTH 89°47'02" WEST, 327.31 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2561, PAGE 42, SAID POINT BEING ON THE WEST LINE OF THE FINAL PLAT OF RANGE LINE SUBDIVISION REPLAT #1, A SUBDIVISION ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 21, PAGE 17; THENCE ALONG SAID WEST LINE NORTH 01°38'51" EAST, 285.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 89°47'02" EAST, 249.80 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2395, PAGE 281; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 01°44'55" EAST, 150.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 89°46'59" EAST, 317.48 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°40'25" WEST, 245.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 86°29'00" EAST, 60.97 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°30'20" EAST, 1593.13 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2709, PAGE 31; THENCE LEAVING SAID EAST LINE AND ALONG SAID PROJECTION AND LINE THEREOF SOUTH 89°33'12" WEST, 321.01 FEET TO THE SOUTHWEST CORNER

OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE AND PROJECTION THEREOF OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2672, PAGE 50 NORTH 01°35'32" EAST, 375.33 FEET; THENCE LEAVING SAID PROJECTION NORTH 89°54'38" WEST, 155.37 FEET TO A POINT ON THE PROJECTION OF THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1528, PAGE 1144; THENCE ALONG SAID PROJECTION AND WEST LINE NORTH 02°00'37" EAST, 518.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 87°59'34" EAST, 409.05 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 01°47'11" EAST, 74.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 18TH STREET; THENCE LEAVING SAID WEST RIGHT OF WAY OF RANGE LINE ROAD AND SOUTH RIGHT OF WAY OF 18TH STREET NORTH 27°57'55" EAST, 55.61 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 18TH STREET, SAID POINT BEING ON SAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE; THENCE LEAVING SAID NORTH RIGHT OF WAY OF 18TH STREET AND ALONG SAID WEST RIGHT OF WAY OF RANGE LINE ROAD NORTH 01°40'12" EAST, 319.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°20'08" EAST, 600.88 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2550, PAGE 381; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT NORTH 88°04'20" WEST, 154.10 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 02°04'14" EAST, 159.60 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: SOUTH 87°57'43" EAST, 100.43 FEET; THENCE SOUTH 01°50'00" WEST, 2.67 FEET; THENCE SOUTH 88°10'00" EAST, 18.57 FEET; THENCE SOUTH 43°35'24" EAST, 48.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE SOUTH 88°20'55" EAST, 43.87 FEET TO A POINT ON THE EAST LINE OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°44'19" EAST, 1550.63 FEET TO A POINT ON THE PROJECTION OF THE CENTERLINE OF 12TH STREET; THENCE ALONG SAID PROJECTION AND CENTERLINE THEREOF SOUTH 88°28'52" EAST, 704.93 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GENEVA AVENUE, NOW VACATED; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°45'26" WEST, 395.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE PROJECTION AND SOUTH LINES OF LOTS 43, 44, 45, 46, AND 47 IN HATTEN'S 2ND SUB-DIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 3, PAGE 279 NORTH 88°28'52" WEST, 522.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID LOT 43 NORTH 01°46'12" EAST, 158.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID WEST LINE NORTH 88°28'52" WEST, 10.00 FEET TO THE NORTHWEST CORNER OF LOT 40 IN AFORESAID HATTEN'S 2ND SUB-DIVISION; THENCE NORTH 01°46'12" EAST, 6.00 FEET TO THE CENTERLINE OF A VACATED ALLEY WAY; THENCE ALONG SAID CENTERLINE NORTH 88°28'52" WEST, 25.00 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID CENTERLINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°46'12" EAST, 206.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°28'52" WEST, 107.51 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID RANGE LINE ROAD; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT OF WAY SOUTH 01°42'25" WEST, 587.44 FEET; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 88°31'19" EAST, 24.46 FEET; THENCE ALONG SAID RIGHT OF WAY SOUTH 01°40'53" WEST, 210.06 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2420, PAGE 406; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°32'37" EAST, 150.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°43'40" EAST, 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2357, PAGE 1502; THENCE ALONG THE NORTH LINE OF SAID TRACT

SOUTH 88°31'19" EAST, 757.75 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°38'03" WEST, 315.96 FEET; THENCE SOUTH 88°30'54" EAST, 104.68 FEET; THENCE SOUTH 01°34'46" WEST, 100.02 FEET TO A POINT ON THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2354, PAGE 1304; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 88°29'17" WEST, 104.77 FEET; THENCE ALONG SAID NORTH LINE NORTH 80°30'13" WEST, 54.77 FEET; THENCE NORTH 88°37'14" WEST, 614.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°38'24" WEST, 22.30 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2682, PAGE 139; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°10'37" WEST, 40.00 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2629, PAGE 289; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°45'03" EAST, 175.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°19'19" WEST, 200.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT, BEING ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG THE WEST LINE AND SAID EAST RIGHT OF WAY SOUTH 01°41'31" WEST, 175.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 7 CALLS: SOUTH 01°41'31" WEST, 305.35 FEET; THENCE SOUTH 01°39'05" WEST, 141.51 FEET; THENCE SOUTH 01°43'55" WEST, 186.24 FEET; THENCE NORTH 89°46'16" WEST, 5.00 FEET; THENCE SOUTH 01°19'35" WEST, 209.23 FEET; THENCE SOUTH 04°19'12" WEST, 129.10 FEET; THENCE SOUTH 01°19'22" WEST, 104.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 17TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 4 CALLS: SOUTH 43°20'20" EAST, 35.44 FEET; THENCE SOUTH 88°11'57" EAST, 72.90 FEET; THENCE SOUTH 81°04'25" EAST, 103.00 FEET; THENCE SOUTH 83°19'28" EAST, 70.18 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2664, PAGE 204; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°45'07" EAST, 279.32 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°37'02" EAST, 329.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°45'30" WEST, 279.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2329, PAGE 790; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT AND AFORESAID NORTH RIGHT OF WAY OF 17TH SOUTH 88°34'05" EAST, 212.16 FEET TO A POINT ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1787, PAGE 873; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 3 CALLS: NORTH 01°35'19" EAST, 279.78 FEET; THENCE SOUTH 88°50'11" EAST, 314.96 FEET; THENCE NORTH 01°38'36" EAST, 648.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°16'19" EAST, 195.59 FEET; THENCE ALONG SAID NORTH LINE SOUTH 88°34'03" EAST, 388.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°26'57" WEST, 201.70 FEET; THENCE NORTH 88°41'01" WEST, 5.00 FEET; THENCE SOUTH 00°51'28" WEST, 1533.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 735.93 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°24'23" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) IN SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT WHICH IS 313.30 FEET SOUTH AND 62.35 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 89°46' EAST, 627.67 FEET, THENCE SOUTH 320.70 FEET, THENCE NORTH 89°46' WEST 231.05 FEET, THENCE NORTH 00°11' WEST 110.53 FEET, THENCE NORTH 89°11' WEST 96.26 FEET, THENCE NORTH 23.50 FEET; THENCE NORTH 89°46' WEST 91.00 FEET, THENCE NORTH 00°27' EAST 125.70 FEET, THENCE NORTH 89°46' WEST 210.00 FEET, THENCE NORTH 60.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1300, PAGE 16).

ALSO, LESS AND EXCEPT:

TRACT 1:
THAT PORTION OF LOT 2 OF THE FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, COUNTY OF JASPER, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE WITH ON THE SOUTH LINE OF SAID LOT 2, S 88°32'05" E 179.43 FEET TO THE POINT OF BEGINNING; THENCE N 01°27'55" E, 135.39 FEET; THENCE N 88°32'05" W 4.29 FEET; THENCE N 01°27'55" E 31.24 FEET; THENCE S 88°32'05" E 8.89 FEET; THENCE N 02°20'34" E, 31.91 FEET; THENCE N 87°39'56" W 4.10 FEET; THENCE N 02°20'04" E 65.30 FEET; THENCE S 88°12'01" E 2.18 FEET; THENCE N 01°47'59" E 64.44 FEET TO NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE, S 88°30'43" E 217.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 01°29'17" W 0.31 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 88°32'47" E 252.93 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 01°29'17" W 0.46 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 88°31'43"E 57.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EAST LINE OF SAID LOT 2, S 13°00'46" W 248.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2, N 89°24'48" W 302.32 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, S 55°34'04" W 135.30 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, N 88°32'05" W 70.90 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2535, PAGE 213).

ALSO, LESS AND EXCEPT:

LOT 3, FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT IN BOOK 19, PAGE 14.

ALSO, LESS AND EXCEPT:

TRACT 4:
ALL OF THE SOUTH 507.0 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, 20TH STREET AND DUQUESNE ROAD; THENCE 2858.38 FEET WEST ALONG THE CENTERLINE OF 20TH STREET; THENCE SOUTH 0 DEGREES AND 21 MINUTES WEST ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 1132.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 824.95 FEET TO THE NORTH LINE OF 25TH STREET, THENCE WEST ALONG THE NORTH LINE OF 25TH STREET, 225.30 FEET; THENCE NORTH 825.84 FEET TO A POINT 231.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 231.0 FEET TO THE POINT OF

BEGINNING, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2619, PAGE 297).

ALSO, LESS AND EXCEPT:

A PORTION OF THE TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE IN BOOK 1629 AT PAGE 2234 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE SOUTH 01°31'37" WEST, 743.78 FEET; THENCE SOUTH 88°26'24" EAST, 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, FOR A POINT OF BEGINNING; THENCE SOUTH 88°21'48" EAST, 334.97 FEET, TO A FOUND IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 01°32'16" WEST, 41.00 FEET; THENCE NORTH 88°21'48" WEST, 290.63 FEET; THENCE SOUTH 54°56'03" WEST, 55.21 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 01°31'37" EAST, 74.00 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. CONTAINING 0.332 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2430, PAGE 174).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY-TWO (32), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT 65 FEET EAST AND 692 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION, THENCE EAST 170 FEET, THENCE SOUTH 50 FEET, THENCE WEST 170 FEET, THENCE NORTH 50 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART TAKEN OR USED FOR ROADS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2013, PAGE 679).

ALSO, LESS AND EXCEPT:

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF EAST 20TH STREET AND THE WEST RIGHT OF WAY LINE OF REX AVENUE, SAID POINT BEING 1784.68 FEET WEST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE OF EASEMENT 20TH STREET A DISTANCE OF 153.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 168.00 FEET; THENCE NORTH 40°29'43" WEST A DISTANCE OF 47.62 FEET; THENCE NORTH 01°43'44" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 88°16'16" EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 01°43'44" WEST A DISTANCE OF 135.26 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE SAID POINT ALSO BEING THE POINT OF BEGINNING. CONTAINING 26,488 SQUARE FEET OR

0.61 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2075, PAGE 1543).

ALSO, LESS AND EXCEPT:

BEGINNING 1004.67 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 348 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 348 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY INTEREST TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2328, PAGE 624).
LESS AND EXCEPT
ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS EAST (NORTH 89 DEGREES 46 MINUTES EAST, DEED) ALONG THE SOUTH LINE OF SECTION 7, 366.42 FEET (366.64 FEET,

DEED), THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 45.00 FEET TO A FOUND GRE IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 223.18 FEET TO A SET GRE IRON PIN FOR THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 55.00 FEET TO A FOUND 5/8 INCH IRON PIN, THENCE SOUTH 88 DEGREES 26 MINUTES 26 SECONDS EAST 359.00 FEET TO A FOUND GRE IRON PIN, THENCE SOUTH 01 DEGREES 46 MINUTES 22 SECONDS WEST 293.17 FEET TO A SET COTTON GIN SPINDLE ON THE SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 36 MINUTES 38 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 20.00 FEET TO A SET GRE IRON PIN, THENCE NORTH 01 DEGREES 46 MINUTES 22 SECONDS EAST OF 238.23 FEET TO A SET GRE IRON PIN, THENCE NORTH 88 DEGREES 26 MINUTES 26 SECONDS WEST 338.98 FEET TO THE POINT OF BEGINNING. (AS STATED ON RECEIVER'S DEED RECORDED IN BOOK 2329, PAGE 824).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT DESCRIBED AS BEGINNING 755 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 249 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 249 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2412, PAGE 177).

ALSO, LESS AND EXCEPT:

TRACT 1:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 89 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF SECTION 7, 300.37 FEET, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 30.0 FEET TO THE PONT OF BEGINNING, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 293.18 FEET, THENCE NORTH 89 DEGREES 46 MINUTES EAST 66.0 FEET, THENCE SOUTH 0 DEGREES 0 MINUTES WEST 293.18 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 66.28 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2650, PAGE 468)

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT AN IRON PIN SET AT THE SOUTHWEST CORNER OF THE TRACT AND ON THE RIGHT OF WAY LINE OF U.S. HIGHWAY 71, BEING 296.96 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF 20TH STREET AND LOCATED 2596.57 FEET (RECORDED) 2598.47 FEET (MEASURED) WEST AND 397.08 FEET (RECORDED) 394.91 FEET (MEASURED) NORTH OF THE SOUTH QUARTER POINT OF SAID SECTION 7; THENCE NORTH 01 DEGREES 54 MINUTES 00 SECONDS EAST 140.00 FEET (RECORDED) NORTH 01 DEGREES 43 MINUTES 57 SECONDS EAST 140.00 FEET (MEASURED) TO THE NORTHWEST CORNER OF THE TRACT; THENCE SOUTH 88 DEGREES 28 MINUTES EAST 200.00 FEET TO THE NORTHEAST CORNER OF THE TRACT; THENCE SOUTH 01 DEGREES 54

MINUTES 00 SECONDS WEST 140.00 FEET (RECORDED) SOUTH 01 DEGREES 43 MINUTES 57 SECONDS WEST 140.00 FEET (MEASURED) TO THE SOUTHEAST CORNER OF THE TRACT; THENCE NORTH 88 DEGREES 28 MINUTES WEST 200.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2253, PAGE 480).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE NORTH 89°46' EAST 70.37 FEET; THENCE NORTH 0°03'20" EAST 177.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°03'20" EAST 150.0 FEET; THENCE NORTH 89°43' EAST 200.0 FEET; THENCE SOUTH 0°03'20" WEST 150.0 FEET; THENCE SOUTH 89°43' WEST 200.0 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2010, PAGE 1560).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M., CITY OF JOPLIN, JASPER COUNTY, MISSOURI TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88 DEGREES 33 MINUTES 07 SECONDS EAST 70.37 FEET TO A POINT; THENCE LEAVING SAID LINE NORTH 01 DEGREES 44 MINUTES 13 SECONDS EAST 44.03 FEET TO A FOUND IRON ROD ON THE EAST RIGHT OF WAY LINE OF S. RANGE LINE ROAD AT THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 20 MINUTES 32 SECONDS EAST 133.24 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 88 DEGREES 24 MINUTES 36 SECONDS EAST 200.10 FEET TO A FOUND IRON ROD; THENCE SOUTH 01 DEGREES 37 MINUTES 34 SECONDS WEST 146.67 FEET TO A SET IRON ROD ALONG SAID EAST RIGHT OF WAY LINE; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 54 MINUTES 41 SECONDS EAST 8.97 FEET TO A FOUND IRON ROD, THENCE NORTH 39 DEGREES 31 MINUTES 32 SECONDS WEST7.31 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2508, PAGE 416).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND DESCRIBED IN BOOK 1236 AT PAGE 54 AND IN BOOK 1268 AT PAGE 1951, IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, BEING PART OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, AFORESAID, THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), SOUTH 01°42'53" WEST 551.79 FEET, THENCE LEAVING SAID WEST SECTION LINE, SOUTH 88°27'53" EAST, 94.57 FEET TO THE EAST RIGHT-OF-WAY OF SOUTH RANGE LINE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE SOUTH 88°27'53" EAST, 305.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF GENEVA STREET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°14'36" WEST, 192.46

FEET, THENCE NORTH 88°20'58" WEST 164.82 FEET, THENCE NORTH 1°32'26" EAST 50.35 FEET, THENCE NORTH 88°20'59" WEST 170.29 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY, NORTH 1°32'26" EAST 116.84 FEET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 88°27'40" EAST 28.69 FEET, THENCE ALONG SAID SOUTH RIGHT OF WAY, NORTH 1°31'09" EAST 24.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1.263 ACRES, MORE OR LESS, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2602, PAGE 48).

ALSO, LESS AND EXCEPT:

TRACT I:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 01°31'37" WEST 743.78 FEET, THENCE SOUTH 88°26'24" EAST 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE SOUTH 01°31'37" WEST 74.00 FEET FOR A POINT OF BEGINNING, THENCE NORTH 54°56'03" EAST, 55.21 FEET, THENCE SOUTH 88°21'48" EAST 290.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 01°32'16" WEST 167.65 FEET, THENCE NORTH 88°20'27" WEST 334.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°31'37" EAST 134.52 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1890, PAGE 606).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST IN JOPLIN, JASPER COUNTY, MISSOURI, BEING A PART OF THE PROPERTY DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN BOOK 1178, PAGE 273, JASPER COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 2311.25 FEET SOUTH AND 60.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF SAID PROPERTY, 360.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 23.16 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 136.84 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 57 DEGREES 52 MINUTES 23 SECONDS WEST 36.05 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET; THENCE NORTH 88 DEGREES 25 MINUTES 19 SECONDS WEST 105.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 18.00 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 14 SECONDS EAST 18.72 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 144.00 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST 118.28 FEET TO THE POINT OF BEGINNING. A.K.A. 2431 S. RANGE LINE ROAD, JOPLIN, MISSOURI 64801. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2675, PAGE 282).

ALSO, LESS AND EXCEPT:

ALL OF THE NORTH HALF (N/2) OF THE SOUTH 250 FEET OF THAT PART OF THE WEST HALF (W/2) OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2311.25 FEET SOUTH AND 40 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 530 FEET; THENCE EAST 412.2 FEET; THENCE NORTH 530 FEET; THENCE WEST 412.2 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 32.2 FEET THEREOF, AND EXCEPT: BEGINNING AT A POINT 2631.25 FEET SOUTH AND 60 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 40.00 FEET; THENCE EAST 7.18 FEET; THENCE SOUTHWESTERLY 2.76 FEET TO A POINT TO 2592.34 FEET SOUTH AND 65.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 38.31 FEET; THENCE WEST 5.0 FEET TO THE POINT OF BEGINNING;
AND
ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2591.25 FEET SOUTH AND 67.18 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTHEASTERLY 32.66 FEET TO A POINT 2571.25 FEET SOUTH AND 93.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST 307.00 FEET; THENCE SOUTHEASTERLY 28.28 FEET TO A POINT 2591.25 FEET SOUTH AND 420.00 FEET EAST OF SAID NORTHWEST CORNER OF SECTION 18; THENCE WEST 352.82 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2669, PAGE 171).

THE TOTAL AREA OF THIS DESCRIPTION CONTAINS 303.2 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

EXHIBIT B
MAP OF DISTRICT

See Attachment

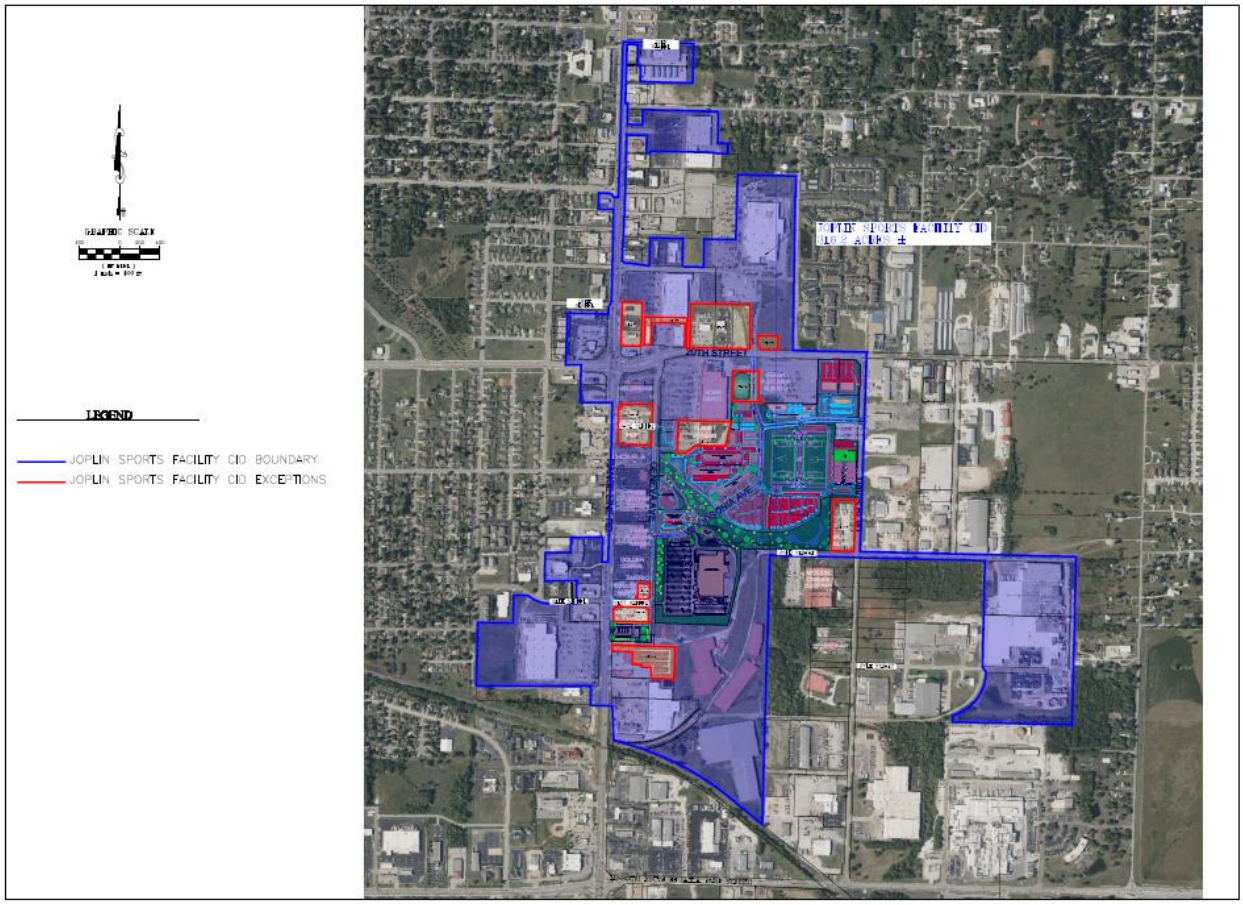

LEGEND
JOPLIN SPORTS FACILITY CID BOUNDARY
JOPLIN SPORTS FACILITY CID EXCEPTIONS
26TH STREET

EXHIBIT C

EXHIBIT C		
CID Property	**Parcel Number**	**Current Property Assesed Value**
Duane D. Hukill & Holly L Hukill Co-Trustees of the Duane D. and Hally L. Hukill Revocable Trust Agreement dated August 8 2000	20401800000013004	$29,060
Fletcher Realty, LLC (Toyota)	20401800000022000	$1,405,530
Fletcher Realty, LLC (Nissan)	20401800000026000	$983,090
Fletcher Realty, LLC (Subaru)	20401800000013003	$896,840
Fletcher Realty, LLC	20401800000012000	$211,520
Shuber-Mitchell Homes, LLC (2340 Real Property)	19601310013018000	$852,330
4 State Corral, LLC	20401800000027001	$573,330
Pinnacle Bank	20401800000028000	$288,970
Range Line Investors L.L.C.	20401800000014004	$95,680
KAP Property Investments, LLC	20401800000013000	$140,520
Southwest Missouri Development Enterprises, LLC	19601310013009000	$398,820
Southwest Missouri Development Enterprises, LLC	19601310013014000	$254,770
Continence Restoration Center, LLC	20401800000013002	$197,400
Jasper Products, L.L.C.	20401800000079004	$2,889,410
Simmons Bank	19601310013015000	$375,560
Burkat, LLC	20401800000034000	$553,650
Sooner Two, LLC	20401800000017003	$227,550
Sooner Two, LLC	20300730004030005	$24,540
Acme Land Company	20401800000031000	$283,550
Acme Lane Company	20401800000031001	$74,300
Joplin City	20401800000014006	$0
International Paper Company	20401800000014000	$147,400
Wal-mart Real Estate Business Trust	20300730004034000	$2,113,810
Broadmoor at Chelsea Co. L.P.	19601340001001000	$1,433,460
Broadmoor at Chelsea Co. L.P.	19601310014002000	$89,340
Herman Realty Company	20300720026007000	$237,740
Market Parking, Inc.	20300730004017000	$855,340
Warren Davis Properties	20300730004028000	$1,222,480
HD Development of Maryland, Inc.	20401800000014003	$1,061,170
BlackHooks Investments, LLC	19101240009001000	$158,630
Sutherland Building Material, Inc.	20401800000037000	$642,090
CFA-NC Townridge Square LLC	20401800000021000	$473,020
Ralco Enterprises, Inc.	20401800000017001	$540,940
Majzoub Family Partnership	20401800000017000	$167,990
Majzoub Family Partnership	19101240019010001	$430,950
Larry Fugate Trust	19601310001018000	$210,450
2918 East 20th Street, LLC	19601310001002000	$79,310
R&A Holdings, LLC	20300730004025000	$464,770
Aldi, Inc.	20300730004031000	$342,990
Total Parcels - 39 Total Owners - 31		**$21,428,300**

EXHIBIT D
FIVE-YEAR PLAN
ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES*

I. **General**. The District will be established to fund those items set forth below in the CID Project Budget, and also fund the initial start-up costs and ongoing operating costs of the District. The District Projects will serve the public purpose of remediating the blighting conditions found to exist within the District.

II. **District Purposes.** The purposes of the District are to:

(1) Provide or cause to be provided for the benefit of the District, a 135,000 square feet state of the art sports facility which will host regional tournaments in a variety of sports.

(2) Fund the costs, expenditures, and undertakings of the Sports Complex.

(3) To levy and collect the Sales Tax in order to provide a source of payment for the Sports Complex.

(4) Such other purposes and activities authorized by the Act and allowed by the Petition.

III. **Estimated Initial Five-Year Budget**. The estimated revenue from the Sales Tax and expenditures for the initial five years of the District are set out on Exhibit D-1:

Notes:

A The sales tax may only be levied after an approved board resolution and sales tax election in accordance with the CID Act. The sales tax is estimated to become effective January 1, 2025, subject to qualified voter approval in a mail-in ballot election. Any sales tax approved by qualified voters will not become effective until the first day of the second quarter following the approval of such tax.

B3 For the first year, this includes all legal costs associated with the formation of the District, drafting, filing and prosecuting this Petition, the negotiation of any and all agreements between the District and the City, and engineering, insurance and accounting fees.

* To the extent the actual revenue and costs of improvements vary from this five-year plan and CID Project Budget, the District's budget will be modified by the Board on an annual basis.

EXHIBIT D-1

FIVE-YEAR PLAN - Joplin Sports Complex

		Year 1	Year 2	Year 3	Year 4	Year 5
		2025	2026	2027	2028	2029
A	Estimated Sales Tax Revenue (1%) *	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
	Sales Tax Revenue Total	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
B	Expenditures					
1	Acquisition	$18,766,872	$0	$0	$0	$0
2	Building Construction and Enhancements	$10,234,970	$10,234,970	$10,234,970	$0	$0
3	FF&E	$200,000	$400,000	$400,000	$0	$0
4	Design Fee	$200,000	$200,000	$200,000	$0	$0
5	Civil	$150,000	$100,000	$100,000		
6	Outdoor Field Development	$1,000,000	$2,000,000	$2,500,000		
7	Sports Consulting/Project Management Fee	$890,281	$890,281	$890,281		
8	Insurance	$3,000	$3,000	$3,000	$3,000	$3,000
9	Legal	$50,000	$25,000	$25,000	$25,000	$25,000
10	Accounting	$3,000	$3,000	$3,000	$3,000	$3,000
11	Audit	$0	$10,000	$0	$0	$0

Notes:

Acquisition includes purchase of 23.85 acres at $12.00 PSF for sports complex land plus $4,800,000 for purchase of IP land + $1,500,000 for 2120 Davis Blvd. acquisition.

These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract. To the extent the actual revenue and costs of improvements and services are in variance of with this five-year plan, the District's budget will be modified by the Board on an annual basis.

All funds in the Building Construction and Enhancements line item will be used towards the new sports facility.

EXHIBIT E

BLIGHT STUDY

[SEE ATTACHED]

Joplin Sports Facility
Community Improvement District

Blight Study

Woodsonia Joplin, LLC
Joplin, Missouri
September 11, 2024

STERRETTURBAN LLC

Patrick Sterrett
Sterrett Urban, LLC
704 Canter St.
Raymore, Missouri 64083
(816) 283.7222
psterrett@sterretturban.com

Joplin Sports Facility
Community Improvement District

Blight Study

Woodsonia Joplin, LLC
Joplin, Missouri
September 11, 2024

Table of Contents

Section I: **Introduction**
Definitions
Study Methodology
Previous Blight Determinations
Legal Description
Ownership
Boundary Map

Section II: **Study Area Overview**
Location & Access
Land Area
Topography
Utilities
Zoning
Environmental
Real Estate Taxes
Existing Improvements
Billboards

Neighborhood Demographics
Population & Household Income
Unemployment

Section III: **Determination of Study Area Conditions**
RSMo. 99.805(1)

Appendices
Appendix A: Property Ownership & Legal Descriptions
Appendix B: Property Valuation & Taxes
Appendix C: Summary of Properties & Blighting Factors Present
Appendix D: Supplemental Information
Appendix E: Certification / Assumptions & Limiting Conditions / Qualifications

Section I

Introduction

The purpose of this analysis is to determine if the proposed Joplin Sports Facility Community Improvement District, which consists of approximately 260.9 acres (excluding right of way), and thirty-nine (39) property/tax parcels located generally between E. 12th Street on the north, Joplin city limits on the east, Kansas City Southern Railway on the south, and S. Highview Avenue and S. Range Line Road on the west in Joplin, Jasper County, Missouri (as further described herein, the "Study Area") qualifies as a "blighted area" according to the Community Improvement District Act – Sections 67.1401 to 67.1571 R.S.Mo. (the "CID Act").

The consultant who prepared this Blight Study, Patrick Sterrett of Sterrett Urban ("Consultant"), is an urban planner who earned a Master of Urban Planning from the University of Kansas and is certified by the American Institute of Certified Planners. Additional qualifications of Mr. Sterrett are included in Appendix D.

The Consultant visited the Study Area in August and September 2024. The effective date of this study is September 11, 2024, the last date of inspection.

The Study Area is depicted in the map included on the following pages. The Study Area encompasses thirty-nine (39) property/tax parcels and approximately 260.9 acres of property (excluding right of way).

Definitions

Community Improvement District

Chapter 67 of the Missouri Revised Statutes, entitled "Political Subdivisions, Miscellaneous Powers", under Sections 67.1401 to 67.1571, entitled the Community Improvement District Act, allows for the establishment of a Community Improvement District ("CID"). A CID is either a political subdivision or a nonprofit corporation and is a separate legal entity distinct and apart from the municipality or county that creates the district. The CID consists of the area in which the improvements are to be constructed or services are to be provided and is created by petition circulated within the proposed district.

CIDs are established for the purpose of financing a wide range of public-use facilities and establishing and managing policies and public services relative to the needs of the CID. CIDs can impose special assessments, real property taxes, sales taxes, and fees. CIDs can also be combined with other funding methods to pay for additional services and improvements.

If a CID is in a blighted area, or includes a blighted area, it has additional powers and may expend its revenues or loan funds to correct blighted conditions on private property within the CID.

The CID Act states the following with regard to the additional powers conferred upon a CID located in a blighted area:

> 2. *Each district which is located in a blighted area or which includes a blighted area shall have the following additional powers:*
>
> *(1) Within its blighted area, to contract with any private property owner to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure owned by such private property owner; and*
>
> *(2) To expend its revenues or loan its revenues pursuant to a contract entered into pursuant to this subsection, provided that the governing body of the municipality has determined that the action to be taken pursuant to such contract is reasonably anticipated to remediate the blighting conditions and will serve a public purpose.* (67.1461.2, RSMo.)

The CID Act provides the following definition for a blighted area, effective August 28, 2021:

> "Blighted area", the same meaning defined pursuant to section 99.805; (67.1401.2(3) RSMo.)

RSMo. 99.805 provides the following definition for a blighted area:

> *(1)* ***"Blighted Area"****, an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.* (99.805(1), RSMo.)

Since these definitions are a general overview pertaining to all sites, it is important to clarify their intention as it applies to the proposed community improvement district. According to state law, it is unnecessary for every condition of blight to be present to be eligible as a blighted area. Rather, an area can be qualified as a blighted area when as few as one condition is present. The conditions need not be present in each parcel but must be found in the study area as a whole.

With this understanding, the Blight Study presents an overview of factors within the Study Area including a review of physical, economic, and social conditions sufficient to make a determination of a blighted area. The "Summary of Findings" provides conclusions regarding the analysis and presence of blight in key areas; however, the city of Joplin, Missouri ("City") will make a final determination of a blighted area for the entire Study Area.

Study Methodology

The purpose of this work was to analyze conditions located within the Study Area to determine if it qualifies as a blighted area as defined in the CID Act.

The Blight Study includes a detailed analysis of site, building, and public improvement deterioration. Qualifying blight conditions throughout the Study Area were identified and analyzed on a parcel-by-parcel basis to produce a chart showing blight conditions present in the Study Area.

Data was collected from the City and Jasper County ("County") to document physical blighting conditions as set out in the state statute. Pertinent Geographic Information Systems (GIS) data was obtained through the County and analyzed. Additional supplemental information was obtained through various documents prepared or commissioned by the city, state, and plan proponent.

The Consultant visited the Study Area in August and September 2024. The effective date of the study is September 11, 2024, the last date of inspection.

Previous Blight Determinations

Proposed Community Improvement District

The Study Area encompasses portions of two existing tax increment financing ("TIF") redevelopment plans.

The 1717 Market Place TIF Plan, which was originally approved by the City on January 10, 2005 by Ordinance No. 2005-006 with a finding of blight, includes three (3) property/tax parcels in the Study Area.

The Recovery TIF Plan, which was originally approved by the City on December 1, 2012 by Ordinance No. 2012-230 with a finding of blight was designed to aid redevelopment in an area of 3,100 acres impacted by the EF-5 tornado that struck the City on May 22, 2011. The eastern boundary of the Recovery TIF Plan is the western side of S. Range Line Road between 15th Street and 24th Street immediately north and west of the Study Area – and includes eight (8) property/tax parcels in the Study Area.

It should be noted that the statutory definition of blight was changed effective August 28, 2021, after these two TIF plans were initially approved.

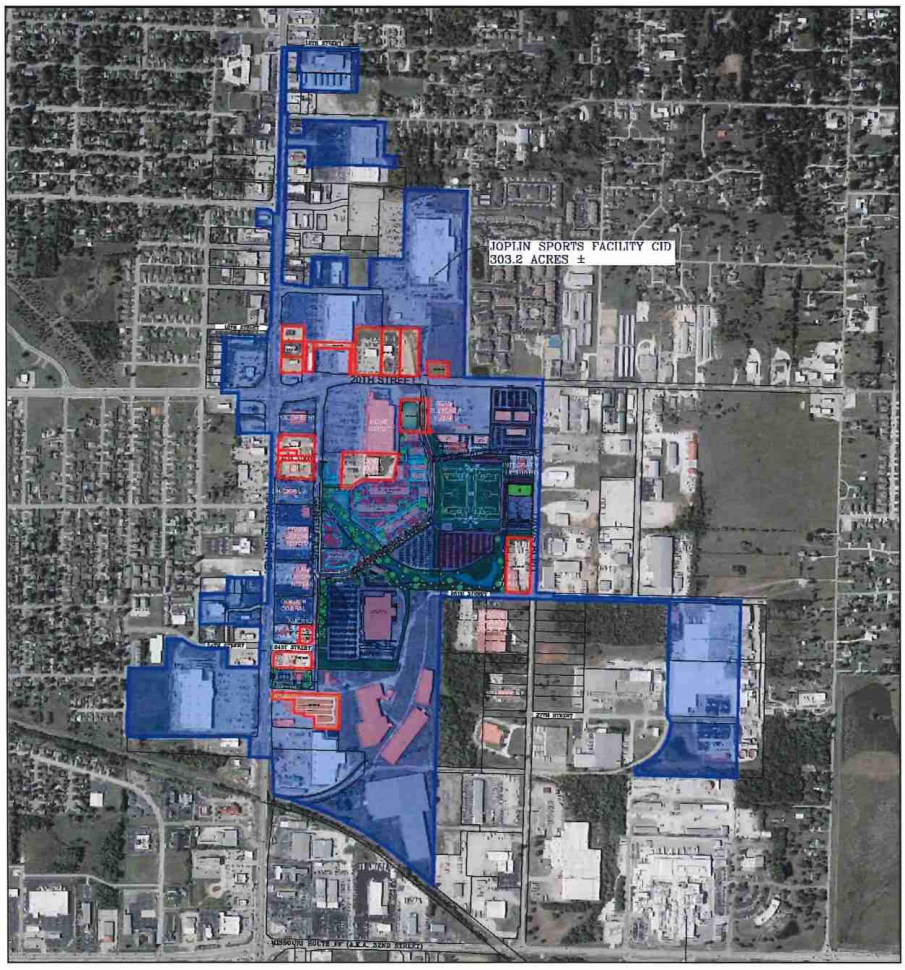
Legal Description

The Study Area consists of thirty-nine (39) property/tax parcels. Specific legal descriptions (abbreviated) of all parcels within the Study Area are included in Appendix A – Property Ownership & Legal Descriptions.

Ownership

The Study Area contains thirty-nine (39) property/tax parcels. All the property/tax parcels are identified by the Jasper County Assessor's office. A complete listing of the property/tax parcels identified by the Jasper County Assessor is included in Appendix A.

Study Area – Boundary Map



Source: OWN, Inc.

Properties outlined in red are excluded from the proposed Joplin Sports Authority CID

Section II

Study Area Overview

Location & Access

The Study Area encompasses approximately 260.91 acres and consists of thirty-nine (39) property/tax parcels. The Study Area is located generally between E. 12th Street on the north, Joplin city limits on the east, Kansas City Southern Railway on the south, and S. Highview Avenue and S. Range Line Road on the west in Joplin, Jasper County, Missouri.

The existing access points to the Study Area are located on the east/west thoroughfares of E. 12th Street, E. 13th Street, E. 17th Street, E. 20th Street, E. 24th Street, E. 25th Street, and E. 27th Street, and the north/south thoroughfares of S. Highview Avenue, S. Range Line Road, S. Geneva Avenue, S. Rex Avenue, and S. Davis Boulevard. The Study Area has quick and easy access to Interstate 44, located slightly less than one mile to the south with a full interchange on S. Range Line Road, and E. 7th Street, a "Principal Arterial," is less than a half-mile north of the Study Area via S. Range Line Road, and provides access to other north/south freeways and interstates. E. 20th Street, classified as a "Minor Arterial", is a major thoroughfare providing east/west access to the central portion of the Study Area, and S. Range Line Road (also designated as Interstate 49 Business Route), which forms much of the western boundary of the Study Area, is classified as a "Principal Arterial" and is a primary commercial corridor in Joplin. As such the major thoroughfares provide the Study Area with excellent access to the regional and local highway/street network.

All streets adjacent and within the Study Area are two-way streets. Beside the two major thoroughfares providing access to the Study Area, E. 13th Street, S. Rex Avenue, S. Davis Boulevard and S. Geneva Avenue are all classified as "Major Collectors." There are no "Interstates," "Freeways," or "Local" thoroughfares within the Study Area." The arterials and collectors provide good access to the Study Area and surrounding areas, except S. Geneva Avenue, which does not extend north past E. 20th Street and terminates just south of E. 24th Street, and E. 13th Street, which only exists east of S. Range Line Road.

Bike routes and trails do not currently exist within the Study Areas and none are currently planned. According to the city's "Master Trail Plan" a trail is planned along E. 20th Street west of S. Range Line Road. Pedestrian access is excellent (along S. Range Line Road, although ADA-compliant warning pads do not always exist at intersections and crosswalks and numerous gaps exist) to poor (nonexistent) within the Study Area. Sidewalks along the building improvements within the Study Area are generally in good condition, but many lack ADA-compliant curb ramps. Most walking takes place across the surface parking lots which are generally in poor to good condition. Where deterioration has occurred, tripping hazards exist.

A demand response transit system, known as the Metro Area Public Transit System (MAPS), serves the entirety of the Study Area and much of the city. MAPS can be scheduled in advance for trips within its service area but has no fixed routes. MAPS operates Monday through Friday.

Land Area
There are thirty-nine (39) property/tax parcels within the Study Area. Per information obtained from the geographic information system of Jasper County, Missouri, the Study Area contains a total of approximately 260.9 acres (excluding right of way).

Topography
The Study Area slopes downward from east to west and from north to south. The highest elevation in the Study Area is just shy of 1,100 feet at the northeast corner of 3877 E. 27th Street (which is the southern right of way of E. 25th Street) and developed by Jasper Products. The lowest elevation in the Study Area is generally between 1,030 and 1,040 feet in the southwest corner of the Study Area at 2600 S. Range Line Road that is developed with Lowe's.

According to a flood plain map from the Federal Emergency Management Agency (FIRM No. 29097C0278E, effective 11/2/2012) a "Regulatory Floodway" (Joplin Creek) crosses the Study Area downhill from the eastern edge of the Study Area at S. Davis Boulevard south of E. 20th Street to the western edge of the Study Area west of S. Range Line Road and just south of E. 20th Street as demonstrated in the FIRM map included in Appendix C. A fair amount of the central portion of the Study Area located south of E. 20th Street is within an area designated as a 100-year flood plain and a few areas have been designated as a 500-year flood plain. Altogether nine of the thirty-nine property/tax parcels are impacted by the Regulatory Floodway and the 100-year flood plain areas.

Utilities
All utilities are available to the properties including electricity, water, sewer, and natural gas.

Zoning
The existing zoning districts include C-1 (Neighborhood Commercial), C-3 (Commercial), C-3-PD (Commercial – Planned District) and M-2 (Heavy Industrial). A chart stating the purpose and intent of each of the zoning classifications as expressed in the Development Code of Joplin, Missouri is included below.

Zoning Classification		Intent*
C-1	**Neighborhood Commercial**	The C-1 district provides small-scale retail, service, civic and employment uses in adjacent to supporting suburban or walkable neighborhoods. This district should be used to create destinations in close proximity to residential neighborhoods, and should be well

		integrated with the supporting neighborhoods character and pattern, whether suburban or walkable.
C-3	**Commercial**	The C-3 district provides wide range retail, service and employment uses at a scale, intensity or in a format that requires a high level of vehicle accessibility and visibility, typically along corridors or other locations not easily integrated with other land uses or development patterns. Planned versions of this district can yield campus or mixed-use district patterns that are oriented to internal open space systems or other focal points of development.
C-3-PD	**Commercial – Planned District**	The intent of the planned zoning districts is to encourage innovation in development, unique and distinctive places, and efficient use of land, buildings and infrastructure. Specifically, planned zoning and development plans to support the flexibility offered through planned zoning should accomplish one or more of the following: 1. Preservation of distinct natural features on the land and integration of them into amenities for the project. 2. Reduction in potential environmental impacts from the development, whether through disturbance of land, location of streets and infrastructure or operation of sites and buildings. 3. Create broader community benefits through the better integration of multiple projects, resulting in designs that could not have otherwise been accomplished through the base zoning districts and standards. 4. Improved public realm designs, including streetscapes, open space, civic spaces and the relationship of buildings and sites to those spaces.

		5. Creation of unique projects and places that are particularly suited for the planned location based on the characteristics of the land or the context and relationship to surrounding areas. Departures from the base standards of all zoning districts may be considered through planned zoning process provided they are based upon a comprehensive and well-integrated development plan for the area. These departures shall not be justified for simply wanting flexibility or deviations from standards based upon a site plan.
M-2	**Heavy Industrial**	The M-2 district provides industrial uses that are generally not compatible with residential and/or commercial activity due to the scale, operation, intensity or impacts of activities, or due to the high level of transportation access and support infrastructure required of the business.

*Joplin, Missouri Development Code

Environmental

Environmental Site Assessments (ESA) of the Study Area were not available, but an environmental covenant for a large portion of the property in the Study Area that is owned by International Paper was provided by the Missouri Department of Natural Resources. As noted within the covenant:

> "From the early 1900s until approximately 1950, underground lead and zinc mining was conducted in and around Joplin. Rex Mining and Smelting Company became the eventual owner of the property currently occupied by the Joplin facility. Long-Bell Lumber Company and American Lumber & Treating Company purchased a portion of the property from Rex Mining in approximately 1937 and began wood treating operations. Long-Bell eventually purchased the entire property and continued operations until approximately 1956 when International Paper acquired the facility. Wood treating began in 1937 using creosote. Pentachlorophenol (PCP) treating solution (diesel and PCP) was added to the process in 1955. In 1979, PCP completely replaced creosote as the treatment solution. Per the Joplin facility's original RCRA permit, there are two closed solid waste landfills (Landfill 1 and Landfill 2) present on the Northern Parcel (Figure 2). Final closure of the landfills was completed in 1991 with the installation of clay caps. On April 30, 2006, International Paper ceased operations at the Joplin facility. International Paper elected to decommission the plant to facilitate potential future industrial use of the property." ("Soil Management Plan – Northern Parcel," March 2018, p. 2)

Soil data obtained from investigations conducted under the direction of the Missouri Department of Natural Resources (MDNR) and the U.S. Environmental Protection Agency (EPA) were compared to EPA's Industrial Regional Screening Levels (RSLs), dated June 2017. As noted in the covenant, based on these comparisons, PCP, benzo(a)pyrene (BaP) and polychlorinated dibenzo-p-dioxin/polychlorinated dibenzofuran (PCDD/PCDF) were identified as constituents of concern (COCs) for soils on the Property.

> "Modified industrial RSLs were calculated for the three COCs to evaluate the need for soil corrective action on the Property. Based on the comparison of soil concentrations to modified industrial RSLs, BaP does not pose an unacceptable risk and no further corrective action for soils is required related to this constituent. However, PCP and/or PCDD/PCDF concentrations remaining in soils at two distinct areas must be managed to address exposure due to direct contact with soil or indirect contact via air transport of soil particulates." ("Soil Management Plan – Northern Parcel," March 2018, p. 2)

A soil management plan has been developed as a part of the environmental covenant to address soil disturbance activities anticipated during development of the property. The soils on the property within the Study Area are generally acceptable for non-residential use only. However, the soils within the footprint of the southernmost Stormwater Terrace and the Framing Building Area must be managed separately from the remainder of soils in the property.

> "The soils at the Property are approved for non-residential use, only. Soils at locations throughout the Property, excluding the southernmost Stormwater Terrace and Framing Building Area, can be disturbed so long as the soils are kept within the boundaries of the Property and appropriate measures are taken to limit soil-runoff and particulate emissions. If grading or other disturbance activities call for removal of soil from those portions of the Property, waste characterization must be completed prior to offsite disposal at an appropriate disposal facility. Soils from the Property may not be re-used for any purpose at any location beyond the boundaries of the Property. ("Soil Management Plan – Northern Parcel," March 2018, p. 5)

> "If disturbance of soils within either the southernmost Stormwater Terrace or the Framing Building Area are planned, a Workplan must be developed to describe the scope and overall footprint of the proposed activities. Soils within these two areas cannot be reused in another location on the Property or offsite. A copy of the Workplan must be submitted to MDNR for review." ("Soil Management Plan – Northern Parcel," March 2018, p. 6)

International Paper is currently performing long-term monitoring, maintenance activities and conducting corrective action remediation activities on the southern portion of the site of about 43 acres. A Final Hazardous Waste Management Facility Part I Permit was issued by the Missouri Department of Natural Resources in October, 2023, and a Final Part II Permit was issued by the U.S. Environmental Protection Agency in October, 2023. Both permits are scheduled to expire in 2033.

As part of the post-closure care, International Paper is required to operate a groundwater remediation system until August 2045, or until they can show that the contaminant levels have been below the maximum concentration limits specified in their hazardous waste permit for three consecutive years. The system has been in operation since 1993. Potential off-site surface water and groundwater contamination is a concern. International Paper is conducting a RCRA Facility Investigation to define the horizontal and vertical extent of any contamination. If any corrective action activities are necessary, they will be based on the investigation results.

Real Estate Taxes
A five-year history of the assessed values within the Study Area is included in the appendix.

The data in Appendix B is the resulting assessed value of the Assessor's opinion of Market Value for each of the properties within the Study Area. All property is supposed to be re-assessed in odd-numbered years, except that new construction (including remodeling) can be assessed in any year.

To determine assessed value the assessment ratio for commercial and industrial properties is 32%. The real estate levy for 2023 in the Study Area was $5.6344 per $100 of assessed valuation. In 2023 (the most recent year in which real estate taxes were collected), the assessed value of the Study Area was $20,765,004, generating a total of $1,170,035.04 in billable real estate taxes. Assessed values within the Study Area increased by 9.97% between 2019 and 2023 after increasing by as much as 4.44% in 2021 and declining by 0.10% in 2022. All real property tax payments are current as of the date of this study.

The total assessed value of the Study Area increased by 3.43% in 2024, although the values have not been certified and could change. As of the date of this study, assessed values increased in the Study Area between 2019 and 2024 by 13.74%.

One property in the Study Area is owned by the city of Joplin and is tax exempt.

Existing Improvements
The Study Area encompasses approximately 260.9 acres (excluding right of way) and consists of thirty-nine (39) property/tax parcels. The Study Area is located generally between E. 12th Street on the north, Joplin city limits on the east, Kansas City Southern Railway on the south, and S. Highview Avenue and S. Range Line Road on the west in Joplin, Jasper County, Missouri.

The Study Area consists of 115.75 acres (excluding right of way) on nine property/tax parcels that are vacant, unimproved (or formerly improved) commercial/industrial property.

The largest parcel in the Study Area, at 93.48 acres, was formerly utilized as a paper mill, most recently by International Paper Company, who then closed the facility in 2006, and has been undergoing environmental remediation and monitoring since the closure.

The remainder of the Study Area is developed with commercial/industrial uses in thirty-one (31) primary buildings on twenty-eight property/tax parcels, mostly one story but as high as three

stories, and include a former Red Hot and Blue restaurant (2601 S. Range Line Road) that has been closed since October 2022. The other properties are occupied by operating businesses that include a mix of manufacturing, office, retail, healthcare, and restaurants. One building, a quick-service restaurant, was completed in 2024, and another building, a dispensary, is currently under construction.

According to the Jasper County Assessor, there is about 1,483,993 square feet of existing commercial/industrial space developed within the Study Area, of which 824,757 square feet of space (55.6% of the total amount of space) is in good condition. According to the Jasper County Assessor, of the 803,947 square feet of space constructed prior to 2011, 372,955 square feet is in good condition, or 46.4% of the space. Of the 680,046 square feet of space constructed in 2011 or later, 451,761 square feet is in good condition, or 66.4% of the space.

Much of the Study Area was impacted by the 2011 tornado, but has not experienced the same level of investment since then as the S. Range Line Road corridor. Of the thirty-two buildings that are in operation, twenty have been constructed since 2011. The average age of the improvements in the Study Area is approximately 20 years, with an average year built of 2004. The buildings range in condition from poor to excellent, with most in good condition. The exterior site improvements are generally in poor to fair condition.

Billboards

Two double-sided billboards exist within the Study Area at 1502 S. Range Line Road and at 2014 S. Range Line Road.

Neighborhood Demographics

Population & Household Income

The following provides population and income trends within a one-, three-, and five-mile radius from the approximate center of the Study Area with a latitude of 37.065544 and longitude of -94.472882, which is in the middle of the International Paper property.

	Population			
Lat. 37.065544, Long. -94.472882	**Historic**		**Forecast**	
Radius	**2010**	**2020**	**2024**	**2029**
One Mile	4,439	4,717	4,642	4,638
percent change (1 mi)		+6.3%	-1.6%	-0.1%
change from '10 (1 mi)		+6.3%	+4.6%	+4.5%
Three Mile	37,462	38,345	38,983	39,772
percent change (3 mi)		+2.4%	+1.7%	+2.0%
change from '10 (3 mi)		+2.4%	+4.1%	+6.2%
Five Mile	63,551	66,030	67,206	68,508
percent change (5 mi)		+3.9%	+1.8%	+1.9%
change from '10 (5 mi)		+3.9%	+5.8%	+7.8%
Joplin	50,808	51,762	52,512	53,512
percent change		+1.9%	+1.4%	+1.9%
change from '10		+1.9%	+3.4%	+5.3%

Source: ESRI; Sterrett Urban, LLC

The population figures indicate a rate of growth within one mile of the Study Area (+6.3%) that is more than triple that of the city and at least one-and-a-half times the rate of growth within three and five miles of the Study between 2010 and 2020 (2.4%-3.9%). Despite the period of growth nearest the Study Area between 2010 and 2020, population growth is forecasted to have declined in 2024 and continue to do so through 2029, albeit slightly. Growth within three and five miles of the Study Area, and growth within the city of Joplin, is forecast to have increased at similar rates of 1.4%-1.8% between 2020 and 2024, and 1.9%-2.0% between 2024 and 2029. The greatest rate of growth between 2010 and 2029 is projected to occur within three and five miles of the Study Area (+3.7%-3.8%), while the area nearest the Study Area is projected to lose population (-1.7%). The city grew at 3.4% over the same time.

	Median Household Income	
Lat. 37.065544, Long. -94.472882 Radius	**Forecast**	
	2024	**2029**
One Mile	51,024	54,597
chg. from '23 (1 mile)		+7.0%
Three Mile	50,235	54,744
chg. from '23 (3 mile)		+9.0%
Five Mile	52,961	58,237
chg. from '23 (5 mile)		+10.0%
Joplin	51,025	55,628
chg. from '23		+9.0%

Source: ESRI; Sterrett Urban, LLC

The median household income forecasted by ESRI for 2024 and 2029 within five miles of the Study Area is greater than the median household income ESRI forecasts for the city of Joplin. The median household income within one mile and three miles of the Study Area in 2024 and 2029 is forecasted by ESRI to be lower than the median household income for the city. The rate of income growth nearest the Study Area is also forecast to be lower than that of the city between 2024 and 2029 (7.0% compared to 9.0% for the city).

Unemployment

The most recent unemployment data for the Study Area is for the City of Joplin, Missouri. The following data was provided by the Missouri Economic Research and Information Center (MERIC):

Civilian Labor Force – Joplin, Missouri
July 2024 *(not seasonally adjusted)*

Labor Force	Labor Force Employed	Labor Force Unemployed	Percentage Unemployed
25,592	24,397	1,195	4.7%

Source: Missouri Economic Research and Information Center (MERIC)

According to the Bureau of Labor Statistics, the preliminary unemployment rate for the Joplin, MO metropolitan statistical area in July 2024 was 4.7%.

According to the Federal Reserve, an unemployment rate of 5.0% - 5.2% can generally be considered "full employment."

Section III

Determination of Study Area Conditions

Significant findings of the Joplin Sports Facility Community Improvement District Blight Study are presented in the discussion which follows. These findings are based on a review of documents and reports, interviews, field surveys, and analyses conducted in August and September 2024. Properties and buildings, along with public improvements adjacent to the properties, were evaluated and deficiencies noted. As previously explained, the purpose of this study was to determine whether conditions as defined by the CID Act in RSMo. 99.805(1) of the Missouri State Statute, as amended, exist in the Study Area.

RSMo. 99.805(1)
The principal blighting factors reported here and in line with the respective statutory definitions include: insanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes. The Appendix section of this report includes a table exhibiting the blighting factors present at each property parcel.

Blight Defined
As presented in Section I, blight is defined as follows with respect to the CID Act:

> *(1)* ***"Blighted Area"****, an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.* (99.805(1), RSMo.)

Several court cases provide additional direction in the consideration of blight:

- It is not necessary for an area to be what commonly would be considered a "slum" in order to be blighted. Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corporation, 518 S.W.2d 11, 15 (Mo. 1974).
- An otherwise viable use of a property may be considered blighted if it is an economic underutilization of the property. Crestwood Commons Redevelopment Corporation v. 66 Drive-In, Inc., 812 S.W.2d 903, 910 (MO.App.E.D. 1991).
- It is not necessary for every property within an area designated as blighted to conform to the blight definition. A preponderance of blight conditions is adequate to designate an area for redevelopment. Maryland Plaza

Redevelopment Corporation v. Greenberg, 594 S.W.2d 284, 288 (MO.App.E.D. 1979).

- In order to make a finding of blight for a defined redevelopment area, the total square footage of the area is to be considered and not a preponderance of the individual parcels. Allright Properties, Inc. v. Tax Increment Financing Commission of Kansas City, 240 S.W.3d 777 (MO.App.W.D. 2007).

Cause Component 1: Insanitary or Unsafe Conditions

There are numerous locations within the Study Area exhibiting unsafe or insanitary conditions. The most prevalent and/or impactful include the presence of environmental liabilities on the International Paper Company property (as previously detailed), and as noted previously the presence of floodways, 100-year floodplains and stormwater mitigation areas impact nine of the thirty-nine properties. Also unsafe is trash/debris, the deterioration of pavement throughout the surface parking lots and drive aisles which creates tripping hazards, faded or nonexistent directional signage and pavement markings in the parking lots and drive aisles, and overgrown vegetation, particularly on those properties along S. Geneva Avenue and along S. Davis Boulevard.

Noncompliance with the Americans with Disabilities Act (ADA) is evident in some places and primarily includes nonexistent signage, substandard curb ramps, and nonexistent warning pads on sidewalks at intersections and crosswalks.

Examples of this condition are shown below. Additional photographs of deteriorated pavement are included in *Cause Component 2: Deterioration of Site Improvements.*

It should be noted that odors emitted by certain industrial properties in the vicinity has brought about citations from the Missouri Department of Natural Resources for violating air pollution regulations. Jasper Products, whose plant is in the Study Area, has had such problems in the past. Currently no complaints have been filed recently with the Missouri Department of Natural Resources.

The Study Area exhibited insanitary or unsafe conditions and is a major contributor to blight. Twenty-six of the thirty-nine properties in the Study Area exhibited insanitary or unsafe conditions, or almost 77% of the Study Area.

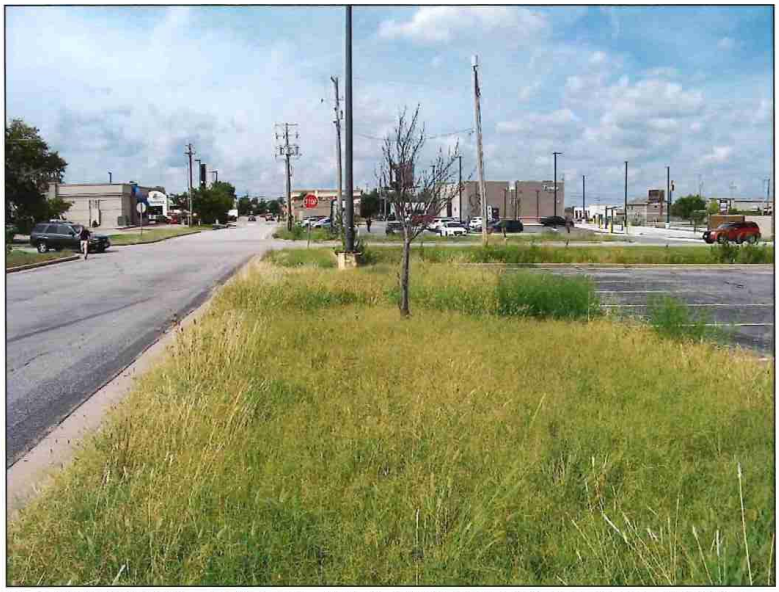
The remainder of this page left intentionally blank



International Paper Co. – looking west – overgrown vegetation; uneven pavement; contaminated property



Planet Fitness pad site – looking northwest – overgrown vegetation; deterioration of drive aisle



Planet Fitness pad site – looking west – lack of pedestrian circulation; overgrown vegetation



2600 S. Range Line Rd – looking northwest – overgrown vegetation



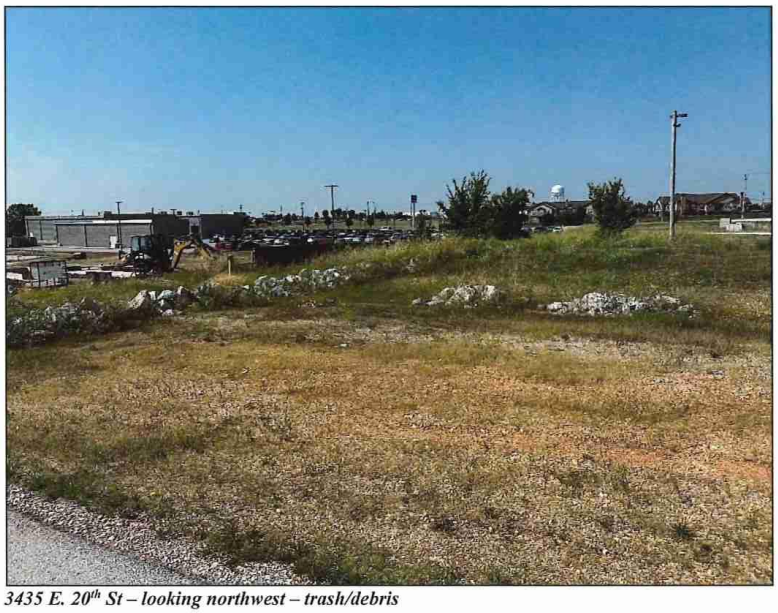
3534 E. 20th St – looking south – overgrown vegetation



3534 E. 20th St – looking south – overgrown vegetation; lack of pedestrian circulation



3534 E. 20th St – looking east – lack of pedestrian circulation; trash/debris



3435 E. 20th St – looking northwest – trash/debris



2120 S. Davis Blvd – looking southwest – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking east – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking west – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking west – trash/debris; overgrown vegetation



1717 S. Range Line Rd – looking south – trash/debris blocking gutter/drainage



International Paper Co. – looking northwest – contaminated property; abandoned rail spur



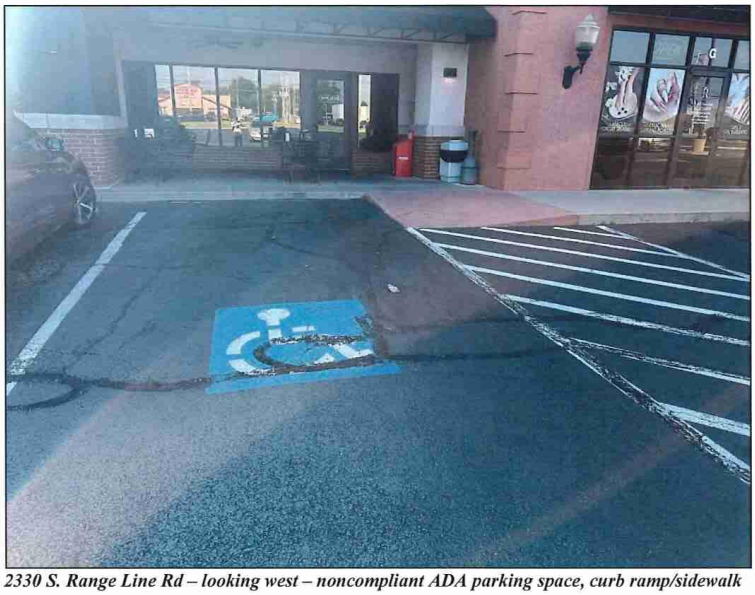
International Paper Co. – looking northwest – contaminated property



E. 25th St – looking north – stormwater mitigation area, floodway



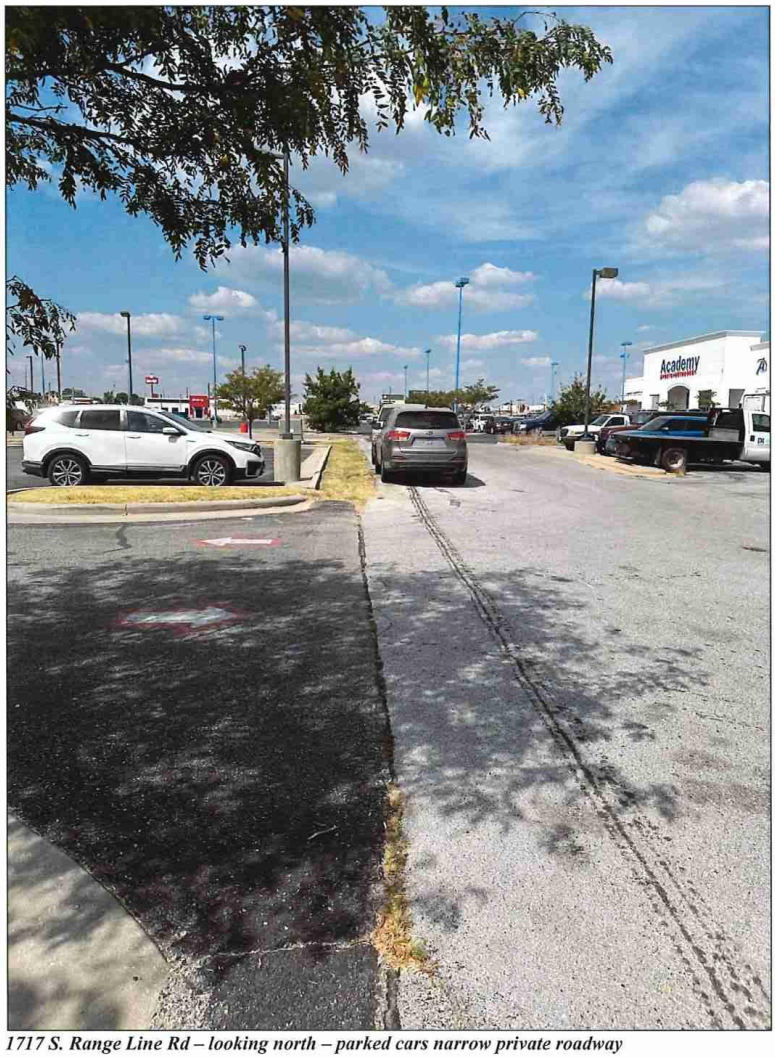
2601 S. Range Line Rd – looking west – deterioration of parking lot, uneven pavement; noncompliant ADA parking spaces



2330 S. Range Line Rd – looking west – noncompliant ADA parking space, curb ramp/sidewalk



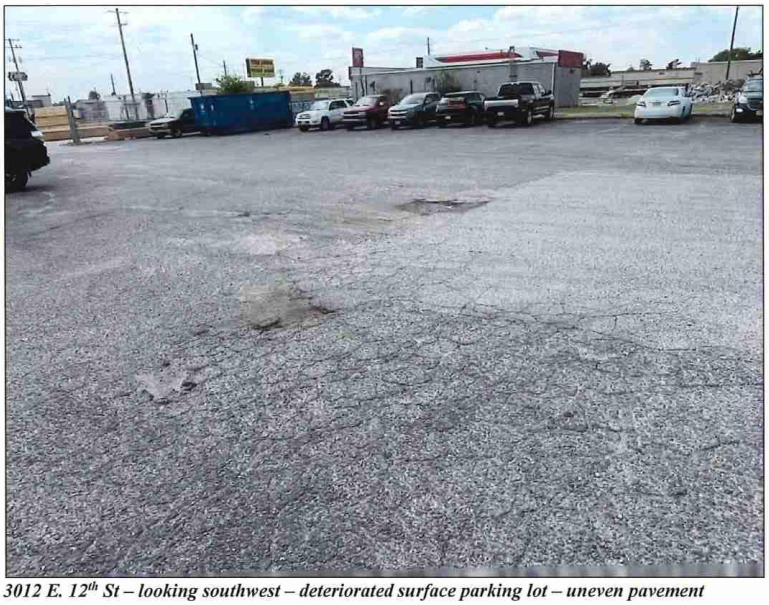
2330 S. Range Line Rd – looking south – uneven pavement; vehicles traveling wrong way in one-way drive-through lane



1717 S. Range Line Rd – looking north – parked cars narrow private roadway



1315 S. Range Line Rd – looking east – deterioration of parking lot; uneven pavement



3012 E. 12th St – looking southwest – deteriorated surface parking lot – uneven pavement



3012 E. 12th St – looking west – parking in front yard



2601 S. Range Line Rd – looking north – debris on sidewalk



1717 S. Range Line Rd – looking east – uneven sidewalk, exposed rebar



International Paper Co. – looking east – lack of pedestrian circulation; neglected property



2021 S. Range Line Rd – looking north – illegible pavement markings



2433 S. Range Line Rd – looking northeast – lack of ADA-compliant signage



2433 S. Range Line Rd – looking northeast – lack of ADA-compliant warning pads



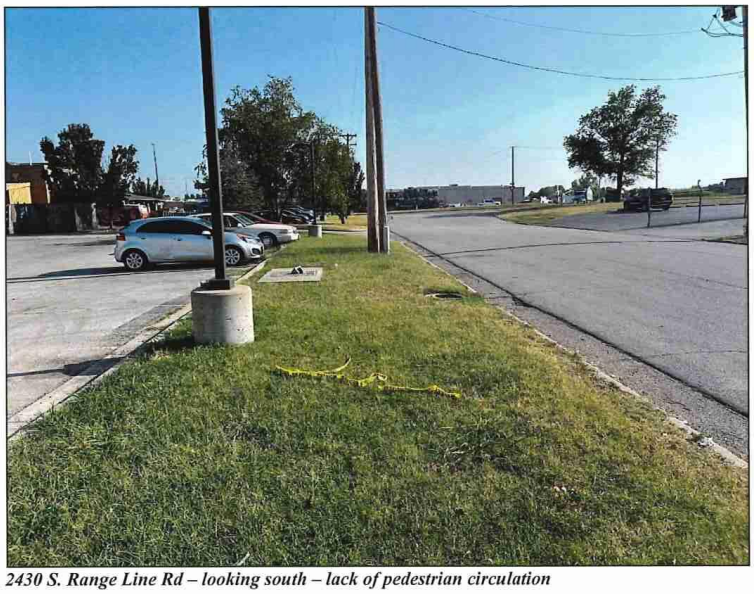
1717 S. Range Line Rd – looking west – lack of pedestrian circulation



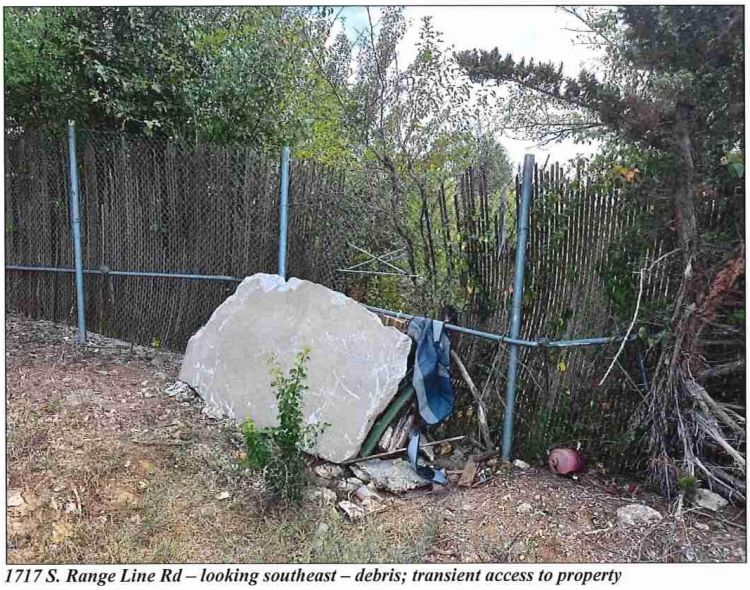
3205 E. 20th St – looking east – lack of pedestrian circulation



1502 S. Range Line Rd – looking south – lack of pedestrian circulation



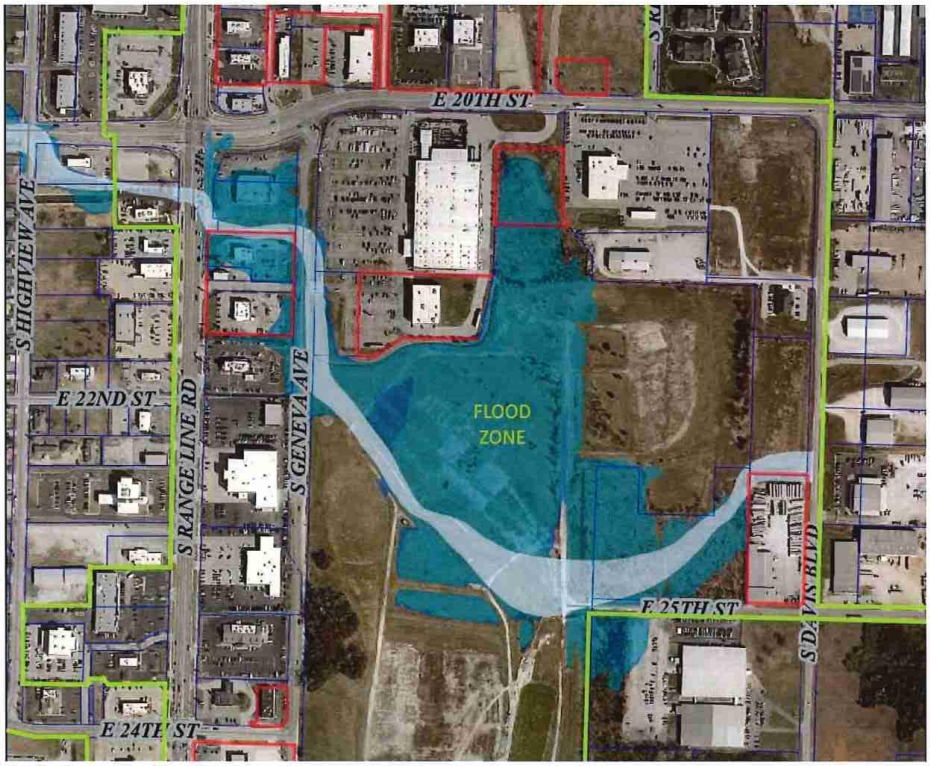
2430 S. Range Line Rd – looking south – lack of pedestrian circulation



1717 S. Range Line Rd – looking southeast – debris; transient access to property



3110 E. 20th St – looking west – lack of pedestrian circulation



Joplin Sports Facility CID Redevelopment Area – flood zone

The CID boundary is in yellow.
Properties excluded from the CID are outlined in red.

The remainder of this page intentionally left blank

Cause Component 2: Deterioration of Site Improvements

The condition of deterioration of site improvements was primarily established through field survey work and observation of exterior physical conditions within the Study Area. Building deterioration rating criteria considered included the following: primary structure (roof, walls, foundation); secondary structure (fascia/soffits, gutters/downspouts, exterior finishes, windows and doors, stairways/fire escapes); and exterior structure (mechanical equipment, loading areas, fences/walls/gates, other structures).

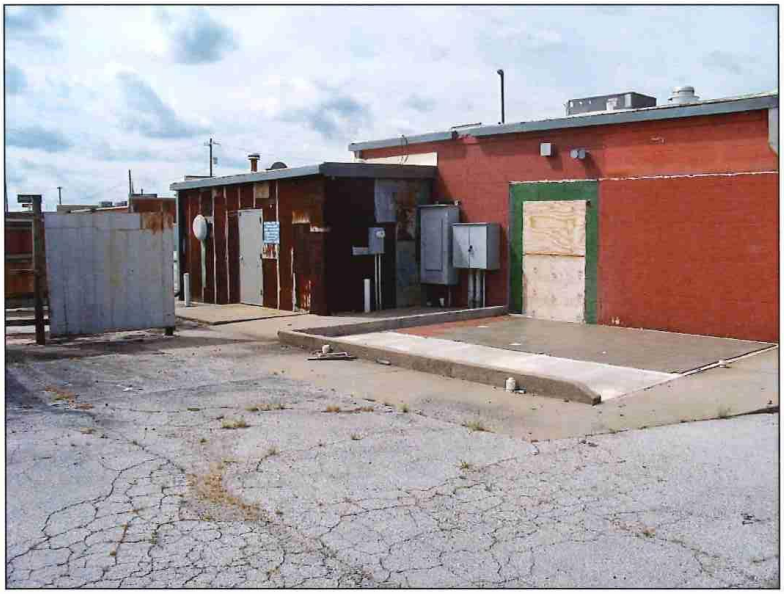
The most common example of structural deterioration found in the Study Area included the failure of finishes. The following photos are examples of structural deterioration in the Study Area.



3110 E. 20th St – looking west – failure of finishes



2601 S. Range Line Rd – looking northeast – failure of finishes; deterioration of pavement



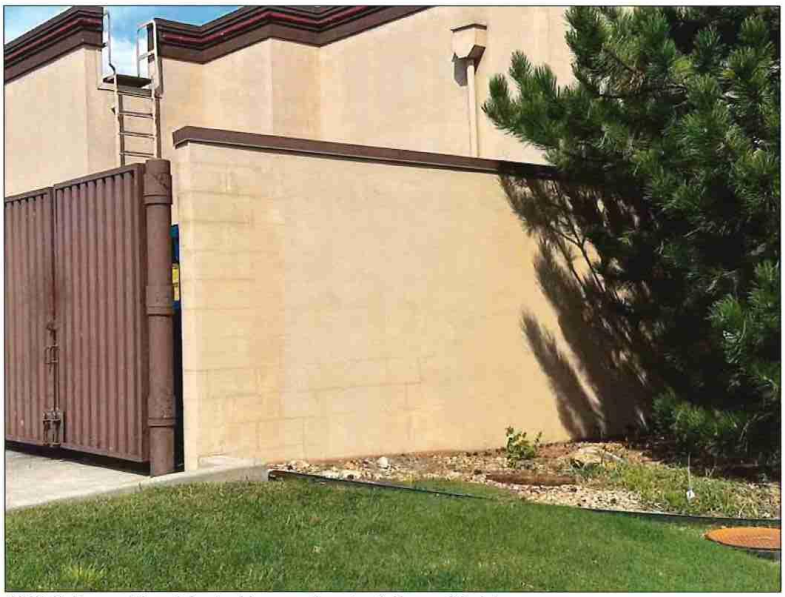
2601 S. Range Line Rd – looking southwest – failure of finishes; deterioration of doors, wall veneer



2120 S. Davis Blvd – looking east – deterioration of gutter, drive aisle and parking area; failure of finishes



1315 S. Range Line Rd – looking north – failure of finishes



1930 S. Range Line Rd – looking northeast – failure of finishes



2600 S. Range Line Rd – looking west – deterioration of masonry

In addition to structural deterioration, a variety of blight conditions was observed within the Study Area related to the deterioration of the site and non-primary improvements. These conditions which negatively affect the appearance and utilization of the area, most commonly include deterioration of parking surfaces, driveways, equipment, fences, and unenclosed trash dumpsters.

Examples of site deterioration problems are found throughout the Study Area, as shown in the photographs below.



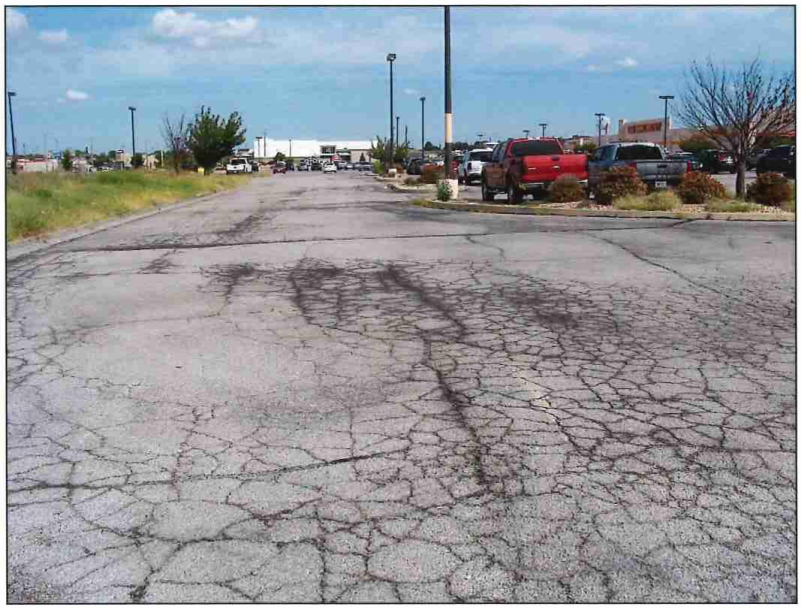
International Paper Co. – looking northwest – deterioration of ancillary building



International Paper Co. – looking north – deterioration of street



3110 E. 20th Street – looking north – deterioration of drive aisle



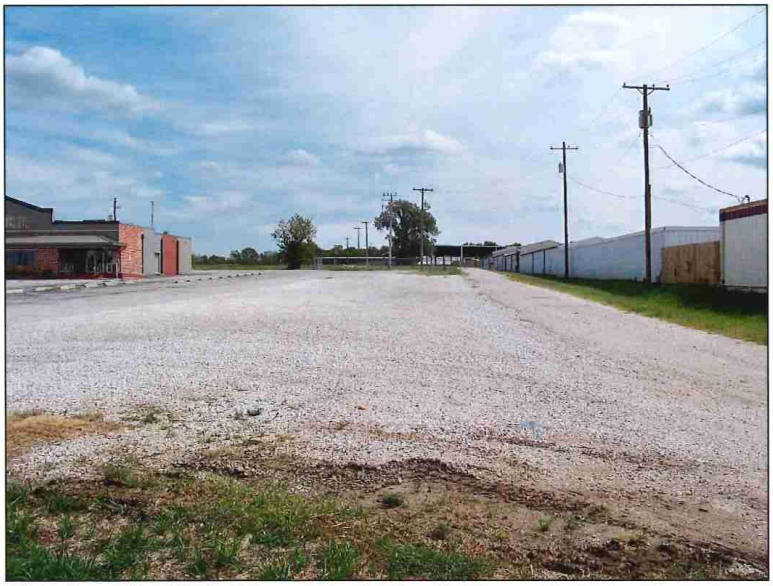
Planet Fitness pad site – looking north – deterioration of drive aisle and surface parking lot



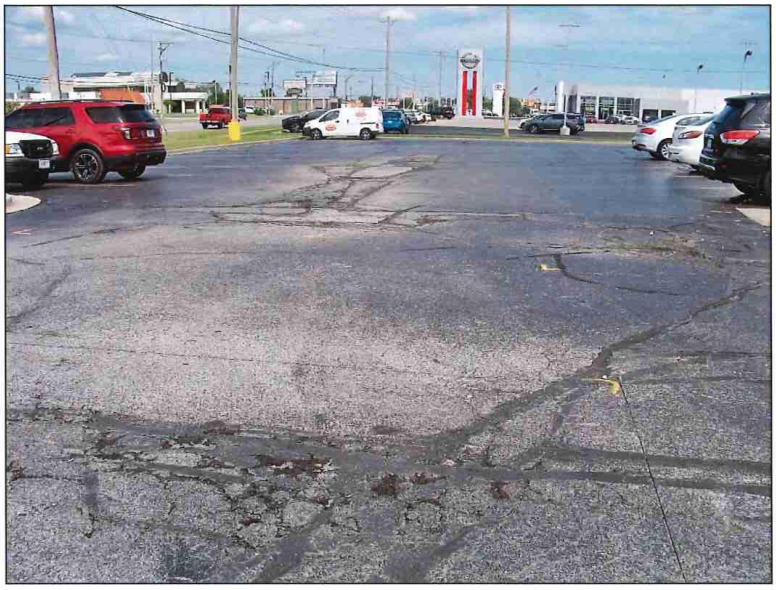
2601 S. Range Line Rd – looking west – deterioration of surface parking lot



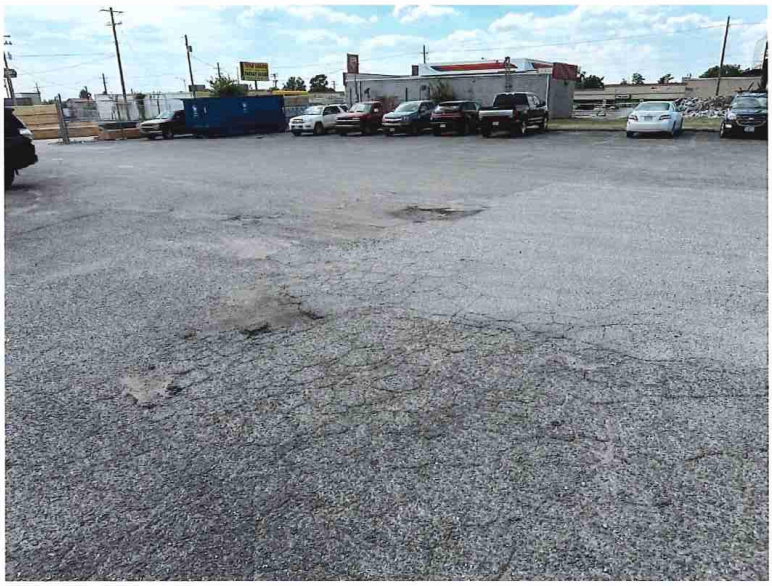
2601 S. Range Line Rd – looking east – deterioration of drive aisle

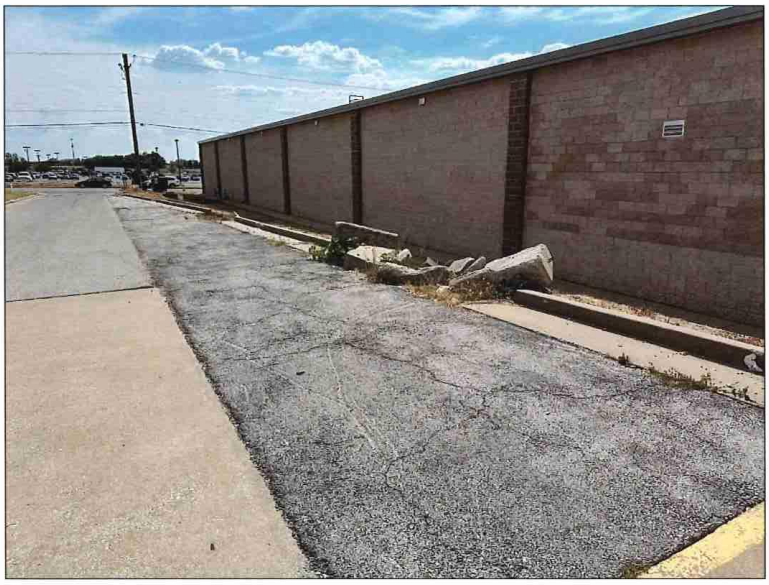


2601 S. Range Line Rd – looking east – deterioration of surface parking lot (gravel)



2415 S. Range Line Rd – looking north – deterioration of surface parking lot







2021 S. Range Line Rd – looking south – deterioration of surface parking lot; lack of landscaping



2127 S. Range Line Rd – looking south – lack of landscaping; deterioration of wall



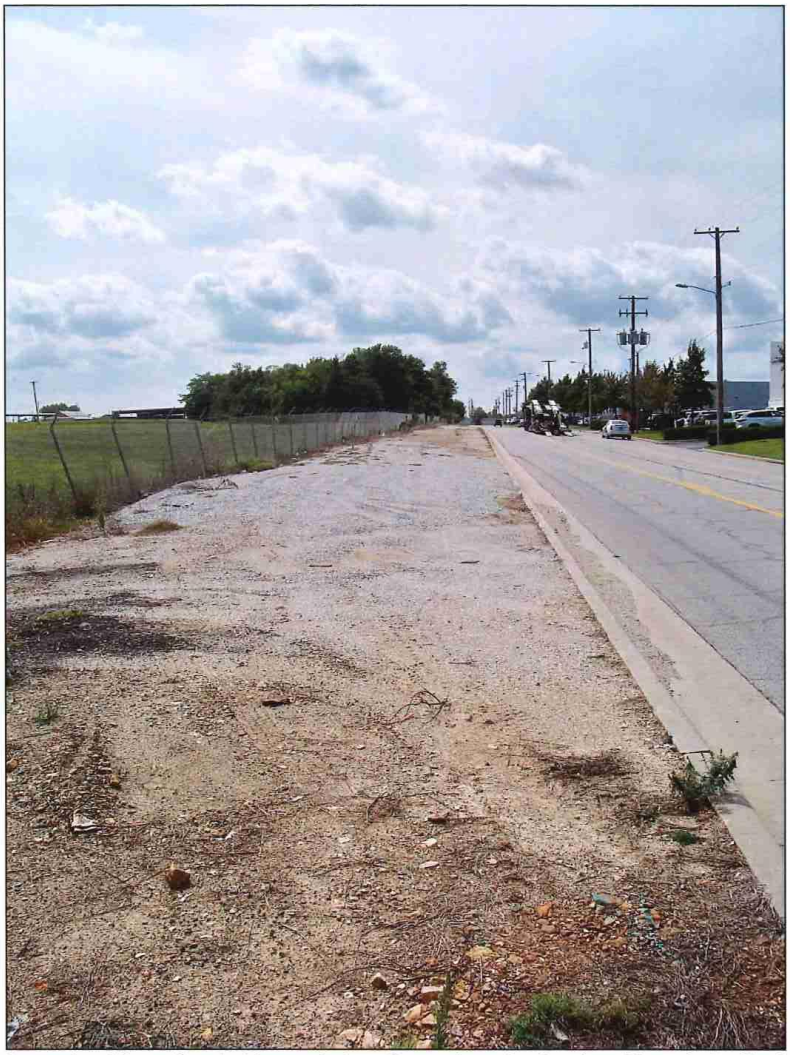
International Paper Co. – looking south – deterioration of fence; overgrown vegetation



2407 S. Range Line Rd – looking west – deterioration of fence



2600 S. Range Line Rd – looking south – deterioration of fence



International Paper Co. – looking south along Geneva Ave – deterioration of fence; lack of landscaping



Planet Fitness pad site – looking southwest – deterioration of infrastructure



S. Geneva Ave – looking south – deterioration of infrastructure

The Study Area exhibits deterioration of site improvements. The most common conditions included the deterioration of surface parking and drive aisle pavement, equipment, and failure of finishes.

Cause Component 3: Existence of Conditions which Endanger Life or Property by Fire and Other Causes

Fire safety and crime information pertaining to the parcels in the Study Area indicated no reported incidents within the Study Area in the past twelve months.

As noted previously environmental liabilities exist within the Study Area on that property/tax parcel currently owned by International Paper that endanger life and/or property.

The International Paper property and seven other properties are impacted by a floodway that, at times of certain weather events, endanger life and/or property.

The existence of conditions which endanger life or property by fire and other causes were identified within the Study Area and are a major contributor to blight in the Study Area.

Summary of Blighting Factors

The following table summarizes the three blighting factors analyzed during the inspection of property within the Study Area.

As evidenced from the table below, the parcels within the Study Area satisfy each of the three blighting cause factors, with more than 50% of the Study Area satisfying the factors of Insanitary or Unsafe Conditions and Deterioration of Site Improvements. Parcels that exhibit a predominance of blighting factors cover 58.9% of the Study Area.

Joplin Sports Facility
Community Improvement District
Summary of Blighting Factors

Study Area	Parcels	Pct.	Area (acres)	Pct.
Total	39	100%	260.91	100%
Blighting Factors				
Insanitary or unsafe conditions	26	66.7%	199.84	76.6%
Deterioration of site improvements	30	76.9%	236.45	90.6%
Existence of conditions which endanger life or property by fire and other causes	9	23.1%	120.42	46.2%
Parcels with Predominance of Blighting Factors	**14**	**35.9%**	**153.57**	**58.9%**

Effect Component 1: Retards the Provision of Housing Accommodations
As noted previously, the environmental liabilities that exist at the International Paper Company property has resulted in the Missouri Department of Natural Resources and the U.S. Environmental Protection Agency prohibiting residential use as a future land use.

Other vacant property/tax parcels have not been developed since the tornado impacted the Study Area in 2011, although millions of dollars of investment have occurred in multifamily and commercial development in the vicinity of the Study Area. Underlying factors have impacted the ease with which the vacant properties in the Study Area could be developed, due largely to flooding issues and environmental liabilities.

The blighting conditions within the Study Area have retarded the provision of housing accommodations.

Effect Component 2: Constitutes an Economic or Social Liability
The following are generally considered economic characteristics of blighted areas:

- Reduced or negligible income;
- Impaired economic value;
- Depreciated values;
- Impaired investments;
- Negligible income

The Missouri Supreme Court has determined that "the concept of urban redevelopment has gone far beyond 'slum clearance' and the concept of economic underutilization is a valid one."

As indicated in Appendix B: Property Valuation and Taxes, the assessed value of the Study Area has increased by 9.97% between 2019 and 2023, and by 2.00% in 2023. In comparison, assessed valuation of commercial real estate in Jasper County increased by 20.0% between 2019 and 2023 and increased 5.3% in 2023. Growth is occurring in Jasper County and in Joplin, and has taken place within the Study Area since 2011, but much of the Study Area remains vacant and in need of reinvestment.

Economic underutilization of the property within the Study Area is evident in the following manner:

- Vacant land in the Study Area is excessive. While one parcel is utilized as stormwater mitigation, other vacant land that could be developed is excessive and has a negative impact on the remainder of the Study Area. That vacant land includes the International Paper Company, whose soil management plan adds considerable cost to development, particularly since a fair share of the property is in a floodway. The lack of development on these parcels, when growth is taking place within the adjacent S. Range Line Road corridor, is an indication that blight exists.

- The older improved properties located in the Study Area, due to physical condition, utilization, and age, as evaluated by the Jasper County Assessor, when compared to comparable properties indicate assessed values of the improvements are generating reduced tax revenue to the various taxing jurisdictions and are an indicator of blight. The restaurant on S. Range Line Road has been vacant for about two years and is generating much less in tax revenue than when it was operating. One other parcel, used to mitigate stormwater drainage, is owned by the city and does not generate any tax revenues for the taxing jurisdictions.

The presence of unsafe conditions, particularly those that endanger life, is a social liability. That includes the contaminated International Paper Company property, the properties impacted by the flood zone, as well as those parcels that violate the city's property nuisance code, which are evident primarily along S. Geneva Avenue and S. Davis Boulevard.

The redevelopment of the area has been hindered primarily by the deterioration of site improvements that has also resulted in unsafe conditions throughout the Study Area and the existence of environmental liabilities and a floodway. Addressing the deterioration and unsafe conditions is a cost that is prohibitive for a private sector developer (or property owner) to take on independently and remain competitive in the market. Doing nothing will only result in further deterioration of building and site improvements and little action with respect to the contaminated vacant land, resulting in the potential for underperformance with respect to sales tax income and property assessments. For the existing businesses to provide a safe environment for customers and employees, and to continue to grow and attract new economic activity to the Study Area and surrounding areas, some form of external financial assistance that is not currently being utilized will be required to make improvement of the Study Area economically feasible.

Economic underutilization – deteriorating site improvements, underutilized property, unsafe conditions, and the lack of development – in a high-traffic location on S. Range Line Road – indicates the Study Area is blighted.

Effect Component 3: Constitutes a Menace to the Public Health, Safety, Morals or Welfare
The environmental liabilities and the flood zone are a menace to public health and safety, as are those properties that violate Joplin's nuisance code.

Together, those properties make up most of the Study Area, and as a result the Study Area is a menace to the public health and safety of the community.

Conclusion
A predominance of the components that make up the definition of blight per the CID Act (RSMo. 99.805(1)) was present in the proposed Joplin Sports Facility Community Improvement District.

The dominant blighting factor is the unsafe conditions caused by environmental liabilities and the impacts of the flood zone, in addition to physical deterioration of site improvements throughout the Study Area. The low assessed values caused by the presence of environmental contamination and the low assessed values of those properties in the remainder of the Study Area due to the deterioration of improvements, and the underutilization of those properties, indicate blight is present within the proposed Joplin Sports Facility Community Improvement District. The deterioration of site improvements and the presence of unsafe/insanitary conditions violates the city's nuisance code, creating a social liability within the community.

The above combine to create economic underutilization and an inability to pay reasonable property taxes, hinder housing accommodations, and endanger life, thereby creating an economic and social liability for the City and other taxing jurisdictions, and constitutes a menace to the public health and safety of the community.

Therefore, the Consultant has determined that the proposed Joplin Sports Facility Community Improvement District, as of September 11, 2024, is a "blighted area" according to the definition provided in the CID Act, and hinders housing accommodation, constitutes an economic liability, social liability, and is a menace to public health and safety of the community in its present condition and use.

Appendix A

Property Ownership & Legal Descriptions

Map No.	Site Address	Parcel ID No.	Owner	Short/Abbreviated Parcel Legal Description
1	1502 S RANGE LINE RD	19-1.0-12-040-009-001.000	BLACKHOOKS INVESTMENTS	CAMPBELL'S 1ST LOT 93 EX HWY & ALL LOTS 94 & 95
2	1930 S RANGE LINE RD	19-1.0-12-040-019-010.001	MAJZOUB FAMILY PARTNERSHIP	JOP MISC BEG 170.5' W & 50' N SE COR SE N 89 DEG W 73.15' S 88 DEG W 116.47' N 02 DEG E 349.14' S 87 DEG E 296.25' S 01 DEG W 106.85' S 10 DEG W 136.48' S 44 DEG W 130.72' TO POB
3	2918 E 20TH ST	19-6.0-13-010-001-002.000	2918 E 20TH STREET	GOOD DAY FARM-JOPLIN LOT 1 BEING A REPLAT PRT LOT 1 KINDREDS SUB
4	2014 S RANGE LINE RD	19-6.0-13-010-001-018.000	FUGATE J LARRY TR	KINDREDS SUB S 175' LOT 1 EX HWY
5	2330 S RANGE LINE	19-6.0-13-010-013-009.000	SOUTHWEST MISSOURI DEV ENTERPRISES	JOP MISC COM NE COR SE NE S 402.46' & S 88 DEG W 59.76' TH S 150.08' S 88 DEG W 317.69' N 150.08' E TO POB
6	2330 S RANGE LINE RD	19-6.0-13-010-013-014.000	SOUTHWEST MISSOURI DEV ENTERPRISES	RANGE LINE SUB REPLAT 1 LOT 1 & N 65' LOT 4
7	2350 S RANGE LINE RD	19-6.0-13-010-013-015.000	LIBERTY BANK	RANGE LINE SUB REPLAT 1 LOT 2
8	2430 S RANGE LINE RD	19-6.0-13-010-013-018.000	2340 REAL PROPERTY	RANGE LINE SUB REPLAT 1 LOT 4 EX N 65' THEREOF
9	JOP	19-6.0-13-010-014-002.000	BROADMOOR AT CHELSEA CO	JOP MISC BEG 30' E & 66.67' N SW COR SE NE E 350.49' N 271.86' E 141.3' TO S R/W 24TH ST S 56 DEG E 30.33' CURV TO LFT CH DIST 205.48' W/BEARING OF S 73 DEG E E ALG S R/W LN
10	2600 RANGELINE	19-6.0-13-040-001-001.000	BROADMOOR AT CHELSEA CO	JOP MISC BEG 739.5' N & 70' W SE COR NE SE N 02 DEG E 105.17' N 464.62' W TO C/L TEXAS AVE S 571.35' E 1153.83' N 1.5' E 20' S 1.5' E 69.7' TO POB EX TEXAS AVE
11	3012 E 12TH ST	20-3.0-07-020-026-007.000	HERRMAN REALTY CO	HATTENS 2ND LOTS 31 TO 35 INC & E 25' LOTS 36 TO 39 INC & LOTS 43 TO 47 INC & VAC ALLEYS & ST ADJ
12	1315-1321 S RANGELINE	20-3.0-07-030-004-017.000	MARKET PARKING INC	JOP MISC BEG 260' S & 215' E NW COR SW S 150' W 150' S 105' E 200' S 175' E 40' N 20.91' E 614.18' S 79 DEG E 54.76' E 99.9 1' N 100' W 103.95' N 31
13	3105 E 17TH ST	20-3.0-07-030-004-025.000	R & A HOLDINGS	JOP MISC BEG 327.25' E & 833.21' N SW SEC COR N 280.75' E 326 .98' S 281.79' W 327.65' TO POB EX ST R/W
14	1717 S RANGE LINE RD	20-3.0-07-030-004-028.000	WARREN DAVIS PROPERTIES % WILLIAM P HARRINGTON	JOP MISC BEG 469.15' N & 60.51' E SW COR SEC N 260.04' N 47 DEG E 71.78' S 87 DEG E 515.45' E 372.57' S 310.74' W 246.73' S 436.69' W 30' N 293.17' W 484.86' S 278.18' S 64 D
15	S RANGE LINE RD	20-3.0-07-030-004-030.005	SOONER TWO	JOP MISC BEG 75.26' E SW SEC COR N 28.50' NWLY 7.37' N 132.95' E 200' S 143.18' W 12' S 30' W 195' TO POB & PT LYING N OF NEW 20TH ST & EX ROAD R/WS
16	3205 E 20TH	20-3.0-07-030-004-031.000	ALDI INC % RYAN TAX COMPLIANCE SERVICES	JOP MISC BEG 45'N & 506.64' E SW SEC COR N 223.18' E 199' 238.23' W 155' N 72 DEG W 50' TO POB
17	1501 S RANGE LINE RD	20-3.0-07-030-004-034.000	WAL MART REAL ESTATE BUSINESS TR	JOP MISC BEG 1784.68' E & 30' N SW SEC COR W 432.01' N 436.67' W 348' N 366.57' W 126.87' N 280.75' E 310.2' N 648.58' E 590.5' S 201.7' W 5' S 727.9' W 10' S TO POB EX ST
18	3534 E 20TH ST	20-4.0-18-000-000-012.000	FLETCHER REALTY	JOP MISC BEG 186.75' W NE COR NW TH S 680' W 448.41' N 680' E TO BEG EX N 30' & EX E 30'
19	2120 DAVIS ST	20-4.0-18-000-000-013.000	KAP PROPERTY INVESTMENTS	JOP MISC BEG 635.16' W & 30' S NE COR NW S 570' W 443.29' NWLY 205.6' N 425' E TO POB EX COM NE CPR NW 1/4 S 89 DEG W 635.33' TO POB S 500.12' S 89 DEG W 541.30' N 45 DEG W 64.01
20	2120 S DAVIS BLVD	20-4.0-18-000-000-013.002	CONTINENCE RESTORATION CENTER	JOP MISC BEG 2858.38' W & 680' S NE COR S 770' W 225.3' N 750' W 181.41' N 20' +/- E 414.19' TO POB EX COM NE COR NW 1/4 N 88 DEG W 216.75' S 909.18' TO POB S 540.77' N 88 DEG W
21	3430-3432 E 20TH ST	20-4.0-18-000-000-013.003	FLETCHER REALTY	635.33' TO POB S 500.12' S 89 DEG W 541.30' N 45 DEG W 64.01' N 455.23' TO N LN NW 1/4 N 89 DEG
22	2120 S DAVIS BLVD	20-4.0-18-000-000-013.004	HUKILL DUANE D & HOLLY L TR	JOP MISC COM NE COR NW 1/4 N 88 DEG W 216.75' S 909.18' TO POB S 540.77' N 88 DEG W 227.79' N 540.76' S 88 DEG E 231.37 TO POB
23	BEHIND HOME DEPOT-RANGELINE	20-4.0-18-000-000-014.000	INTERNATIONAL PAPER COMPANY	500' S 33 DEG E 114.8' S 309.25' W 10.7' S 709.86' W 389.55' S 40' E 640' S 520.7' E 250' S 74.72' S 49 DEG E 75' SW ALG RR SPUR TO KCS
24	3110 E 20TH ST	20-4.0-18-000-000-014.003	HD DEVELOPMENT OF MARYLAND INC	HOME DEPOT LOT 1 EX ST
25	S GENEVA AVE	20-4.0-18-000-000-014.004	RANGELINE INVESTORS	HOME DEPOT LOT 2 EX COM SE COR LOT 2 E 179.43' TO POB N 135.39' W 4.29' N 31.24' E 8.89' N 31.91' W 4.10' N 65.30' E 2.18' N 64.44' E 217.48'
26	E 25TH ST	20-4.0-18-000-000-014.006	JOPLIN CITY	JOP MISC BEG 400' E & 1300' S NW SEC COR S 500' S 33 DEG E 114.8' S 309.25' W 10.7' S 709.86' W 389.55' S 40' E 640' S 520.7' E 250' S 74.72' S 49 DEG E 75' SW ALG RR SPUR TO KCS
27	S RANGE LINE RD	20-4.0-18-000-000-017.000	MAJZOUB FAMILY PARTNERSHIP	JOP MISC BEG 352' S & 70.85' E OF NW COR SEC N 5.59' N 23 DEG E 113.64' E 105.04' N 12.65' E 36.73' N 74 DEG E 127.53 S 67 DEG E 21.58' S 149.09' W 329.15' TO POB EX RD
28	2021 S RANGE LINE RD	20-4.0-18-000-000-017.001	RALCO ENTERPRISES INC	JOP MISC BEG 65' E & 352' S NW COR SEC TH E 335' S 200' W 335' N 200' TO BEG EX HWY R/W
29	NO ADDRESS ASSIGNED	20-4.0-18-000-000-017.003	SOONER TWO	JOP MISC ALL THAT PART OF N 100' W 275' NW NW LYING E OF RANGELINE & LYING N OF NEW 20TH ST EX RD R/W

Map No.	Site Address	Parcel ID No.	Owner	Short/Abbreviated Parcel Legal Description
30	2127 S RANGE LINE RD	20-4.0-18-000-000-021.000	CFA-NC TOWNRIDGE SQUARE	JOP MISC BEG 953' S OF N SEC LINE & 400' E OF W SEC LINE W 360' S 242' E 360' N TO BEG EX HWY
31	2209 S RANGE LINE RD	20-4.0-18-000-000-022.000	FLETCHER REALTY	JOP MISC BEG 1195' S & 40' E NW COR SEC E 360' S 518' W 360' N TO BEG EX HWY
32	2407 S RANGE LINE RD	20-4.0-18-000-000-026.000	FLETCHER REALTY	JOP MISC BEG 1896' S & 40' E NW COR SEC S 348.34' E 99.40' N 10' E 302.47' N 155' NW 114.87' N 86.99' W 339.39' TO POB
33	2415 S RANGE LINE RD	20-4.0-18-000-000-027.001	4 STATE CORRAL	JOP MISC BEG 2061.08' S & 60' E NW COR SEC E 75.1' N 10' E 287.8' S 260.13' W 362.9' N 250.25' TO BEG
34	2433 S RANGE LINE RD	20-4.0-18-000-000-028.000	PINNACLE BANK	JOP MISC BEG 2311.25' S & 60' E NW COR E 420' S 23.16' W 118.28' S 144' N 72 DEG W 18.72' S 18' TO N R/W 24TH ST W ALG SD N R/W TO E R/W RANGELINE RD N ALG SD E R/W TO POB
35	2601 S RANGE LINE RD	20-4.0-18-000-000-031.000	ACME LAND COMPANY	JOP MISC BEG 2716.25' S & 60' E NW COR NW E 392.2' S 201.10 W 116.72' N 63' W 277.25' N TO POB EX HWY
36	S RANGE LINE RD	20-4.0-18-000-000-031.001	ACME LAND COMPANY	JOP MISC BEG 50' E & S 212' FR NW COR SW 1/4 SEC 18 E 280.55' S 62.66' W 280.53' N TO POB
37	2705 S RANGE LINE RD	20-4.0-18-000-000-034.000	BURKAT	JOP MISC BEG 373.3' & 62.35' E W 1/4 COR SEC SD PT BEING ON R/W RANGELINE RD E 210' S 125.70' E 91' S 23.5' E 96.26' S 110.53' W 326.95' N 83 DEG W 63.86' N 03 DEG W 100.15' N
38	2803 S RANGE LINE RD	20-4.0-18-000-000-037.000	SUTHERLAND BUILDING MATERIAL INC	JOP MISC BEG 634' S & 65' E NW COR SW E 630' S 200' E 247.4' S 88.3' TO RR SWLY ALG RR TO HWY ANGLE NWLY TO BEG
39	3877 E 27TH ST	20-4.0-18-000-000-079.004	JASPER PRODUCTS	JOP MISC BEG 3268.44' & 897.55' W OF SE SEC CORR S 1615' W 947.49' N 60.24' N 64 DEG E 73.21' CURV LFT W/454.41' RAD 506.52' E 616.97' N 60' W 654.69' N 1054.65' E TO POB

Appendix B

Property Valuation & Taxes

Map No.	Tax Parcel ID Number	2019	2020	2021	2022	2023	2024	Taxes 2023	Taxes Delinquent	NOTES
1	19-1.0-12-040-009-001.000	147,970	147,970	148,280	148,280	150,910	158,620	8,467.99	0.00	
2	19-1.0-12-040-019-010.001	422,380	422,380	423,980	423,980	430,950	430,950	24,281.44	0.00	
3	19-6.0-13-010-001-002.000	130,510	130,510	130,760	130,760	134,740	79,310	7,591.79	0.00	
4	19-6.0-13-010-001-018.000	198,500	198,500	210,450	210,450	210,450	210,450	13,441.77	0.00	
5	19-6.0-13-010-013-009.000	378,690	378,690	395,120	395,120	398,820	398,820	22,471.11	0.00	
6	19-6.0-13-010-013-014.000	234,090	234,090	253,550	253,550	254,770	254,770	14,354.75	0.00	
7	19-6.0-13-010-013-015.000	356,060	356,060	371,370	371,370	375,560	375,560	21,160.56	0.00	
8	19-6.0-13-010-013-018.000	814,700	814,700	816,780	816,780	852,330	852,330	48,023.70	0.00	
9	19-6.0-13-010-014-002.000	90,660	90,660	91,460	91,460	89,340	89,340	5,033.75	0.00	
10	19-6.0-13-040-001-001.000	1,374,370	1,374,370	1,379,940	1,379,940	1,433,460	1,433,460	80,766.86	0.00	
11	20-3.0-07-020-026-007.000	230,220	230,220	231,890	231,890	237,740	237,740	13,395.22	0.00	
12	20-3.0-07-030-004-017.000	855,450	855,450	858,550	858,550	855,340	855,340	48,193.26	0.00	
13	20-3.0-07-030-004-025.000	452,830	452,830	457,700	457,700	464,770	464,770	26,186.99	0.00	
14	20-3.0-07-030-004-028.000	1,181,220	1,181,220	1,186,720	1,186,720	1,222,480	1,222,480	68,879.43	0.00	
15	20-3.0-07-030-004-030.005	24,800	24,800	25,150	25,150	24,540	24,540	1,382.69	0.00	
16	20-3.0-07-030-004-031.000	332,180	332,180	334,900	334,900	342,990	342,990	19,325.43	0.00	
17	20-3.0-07-030-004-034.000	2,063,010	2,063,010	2,074,750	2,054,160	2,113,810	2,113,810	119,100.52	0.00	
18	20-4.0-18-000-000-012.000	211,520	211,520	211,520	211,520	211,520	211,520	11,917.87	0.00	
19	20-4.0-18-000-000-013.000	132,930	132,930	136,260	136,260	140,520	140,520	9,159.01	0.00	
20	20-4.0-18-000-000-013.002	181,090	181,090	181,350	181,350	197,400	197,400	11,122.30	0.00	
21	20-4.0-18-000-000-013.003	213,440	842,150	855,680	855,680	896,840	896,840	50,531.55	0.00	
22	20-4.0-18-000-000-013.004	29,060	29,060	29,060	29,060	29,060	29,060	1,637.37	0.00	
23	20-4.0-18-000-000-014.000	157,410	157,410	162,560	162,560	147,400	147,400	8,305.10	0.00	
24	20-4.0-18-000-000-014.003	1,031,220	1,031,220	1,038,480	1,038,480	1,061,170	1,061,170	59,790.55	0.00	
25	20-4.0-18-000-000-014.004	95,750	95,750	96,420	96,420	95,680	95,680	5,390.99	0.00	
26	20-4.0-18-000-000-014.006	48,614	48,614	48,614	48,614	48,614	48,614	0.00	0.00	
27	20-4.0-18-000-000-017.000	154,660	154,660	168,570	168,570	167,990	167,990	9,465.23	0.00	
28	20-4.0-18-000-000-017.001	504,840	504,840	528,550	528,550	540,940	540,940	30,478.71	0.00	
29	20-4.0-18-000-000-017.003	231,660	231,660	228,530	228,530	227,550	227,550	12,821.08	0.00	
30	20-4.0-18-000-000-021.000	438,550	438,550	467,090	467,090	473,020	473,020	26,651.83	0.00	
31	20-4.0-18-000-000-022.000	973,170	973,170	1,381,170	1,381,170	1,405,530	1,405,530	79,193.18	0.00	
32	20-4.0-18-000-000-026.000	842,600	842,600	959,780	959,780	983,090	983,090	55,391.22	0.00	
33	20-4.0-18-000-000-027.001	535,110	535,110	568,440	568,440	573,330	573,330	32,303.70	0.00	
34	20-4.0-18-000-000-028.000	273,040	273,040	283,360	283,360	288,970	288,970	16,281.72	0.00	
35	20-4.0-18-000-000-031.000	262,940	262,940	284,640	284,640	283,550	283,550	15,976.34	0.00	
36	20-4.0-18-000-000-031.001	69,440	69,440	74,300	74,300	74,300	74,300	4,186.35	0.00	
37	20-4.0-18-000-000-034.000	559,050	559,050	547,680	547,680	553,650	553,650	31,194.86	0.00	
38	20-4.0-18-000-000-037.000	544,150	544,150	625,830	625,830	642,090	642,090	36,177.93	0.00	
39	20-4.0-18-000-000-079.004	2,103,890	2,103,890	2,108,400	2,108,400	2,129,790	2,889,410	120,000.89	0.00	
	TOTALS	18,881,774	19,510,484	20,377,634	20,357,044	20,765,004	21,476,904	1,170,035.04	0.00	
	Annual % Change		3.33%	4.44%	-0.10%	2.00%	3.43%			
	Cumulative % Change		3.33%	7.92%	7.81%	9.97%	13.74%			

NOTE
As noted on the Jasper County Assessor's website hosted by Beacon, "The 2024 Appraised and Assessed values have not been certified and are subject to change."

Appendix C

Summary of Properties & Blighting Factors Present

Joplin Sports Facility
Community Improvement District
Blight Study

Appendix C
Summary of Properties and Blighting Factors Present

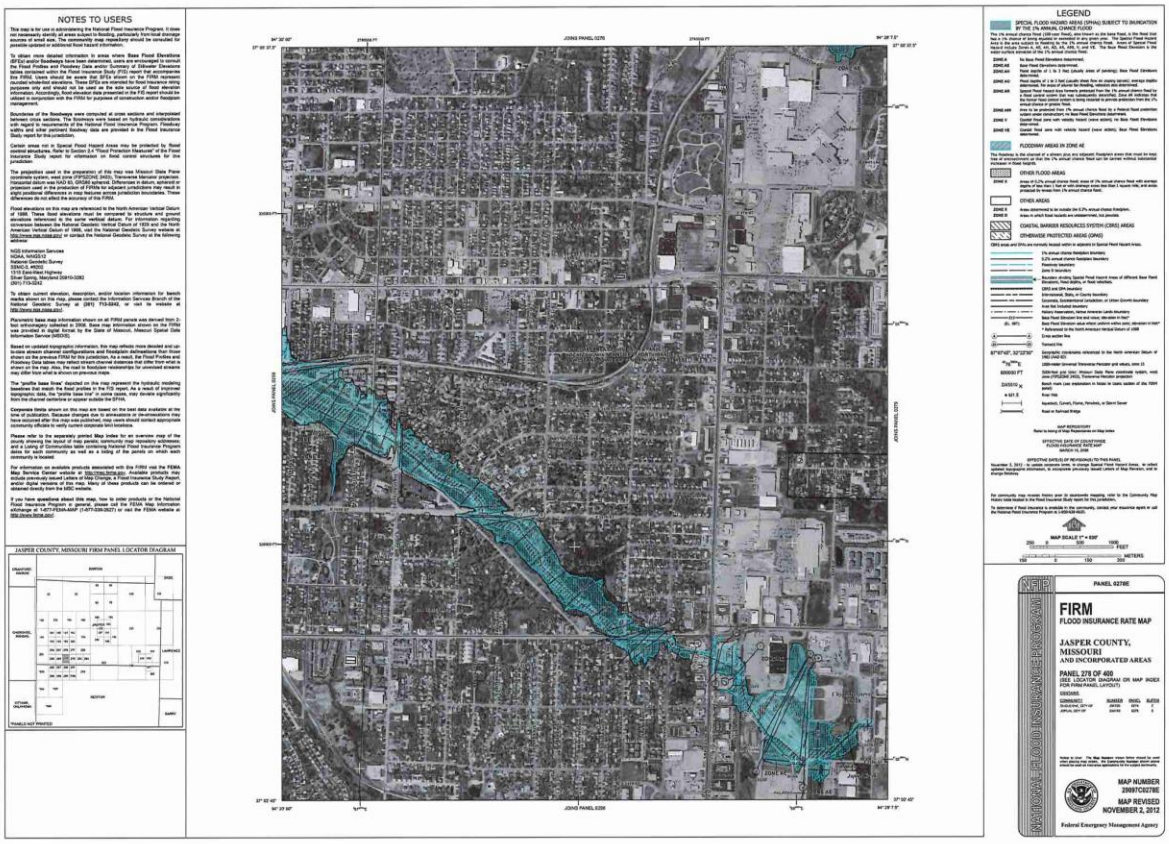
No.	Parcel Address	Parcel APN (County)	Insanitary or unsafe conditions	Deterioration of site improvements	Endangerment of life or property by fire, other causes	TOTAL	Acreage	Preponderance of Blighting Factors Present
1	1502 S RANGE LINE RD	19-1.0-12-040-009-001.000	■	■		2	0.49	
2	1930 S RANGE LINE RD	19-1.0-12-040-019-010.001		■		1	2.16	
3	2918 E 20TH ST	19-6.0-13-010-001-002.000				0	0.77	
4	2014 S RANGE LINE RD	19-6.0-13-010-001-018.000	■		■	2	1.03	
5	2330 S RANGE LINE	19-6.0-13-010-013-009.000	■	■		2	1.09	
6	2330 S RANGE LINE RD	19-6.0-13-010-013-014.000	■	■		2	1.25	
7	2350 S RANGE LINE RD	19-6.0-13-010-013-015.000		■		1	1.05	
8	2430 S RANGE LINE RD	19-6.0-13-010-013-018.000	■			1	1.20	
9	JOP	19-6.0-13-010-014-002.000		■		1	4.25	
10	2600 RANGELINE	19-6.0-13-040-001-001.000		■		1	15.25	■
11	3012 E 12TH ST	20-3.0-07-020-026-007.000	■	■		2	4.63	■
12	1315-1321 S RANGELINE	20-3.0-07-030-004-017.000	■	■		2	7.48	■
13	3105 E 17TH ST	20-3.0-07-030-004-025.000		■		1	2.13	
14	1717 S RANGE LINE RD	20-3.0-07-030-004-028.000	■	■		2	8.54	
15	S RANGE LINE RD	20-3.0-07-030-004-030.005		■		1	0.14	
16	3205 E 20TH	20-3.0-07-030-004-031.000	■	■		2	1.03	
17	1501 S RANGE LINE RD	20-3.0-07-030-004-034.000	■	■		2	24.61	
18	3534 E 20TH ST	20-4.0-18-000-000-012.000	■			1	6.22	■
19	2120 DAVIS ST	20-4.0-18-000-000-013.000	■	■		2	2.80	■
20	2120 S DAVIS BLVD	20-4.0-18-000-000-013.002		■		1	1.29	
21	3430-3432 E 20TH ST	20-4.0-18-000-000-013.003	■	■		2	6.34	
22	2120 S DAVIS BLVD	20-4.0-18-000-000-013.004	■		■	2	2.79	■
23	BEHIND HOME DEPOT-RANGELINE	20-4.0-18-000-000-014.000	■	■	■	3	93.48	■
24	3110 E 20TH ST	20-4.0-18-000-000-014.003	■	■	■	3	11.24	
25	S GENEVA AVE	20-4.0-18-000-000-014.004	■	■	■	3	1.34	■
26	E 25TH ST	20-4.0-18-000-000-014.006	■		■	2	6.21	■
27	S RANGE LINE RD	20-4.0-18-000-000-017.000	■	■	■	3	0.92	■
28	2021 S RANGE LINE RD	20-4.0-18-000-000-017.001	■	■	■	3	1.54	■
29	NO ADDRESS ASSIGNED	20-4.0-18-000-000-017.003				0	0.33	
30	2127 S RANGE LINE RD	20-4.0-18-000-000-021.000	■		■	2	1.87	
31	2209 S RANGE LINE RD	20-4.0-18-000-000-022.000				0	4.04	
32	2407 S RANGE LINE RD	20-4.0-18-000-000-026.000		■		1	2.71	
33	2415 S RANGE LINE RD	20-4.0-18-000-000-027.001		■		1	2.07	
34	2433 S RANGE LINE RD	20-4.0-18-000-000-028.000	■	■		2	1.07	
35	2601 S RANGE LINE RD	20-4.0-18-000-000-031.000	■	■		2	1.29	■
36	S RANGE LINE RD	20-4.0-18-000-000-031.001	■	■		2	0.40	■
37	2705 S RANGE LINE RD	20-4.0-18-000-000-034.000	■	■		2	1.76	
38	2803 S RANGE LINE RD	20-4.0-18-000-000-037.000	■	■		2	9.22	■
39	3877 E 27TH ST	20-4.0-18-000-000-079.004		■		1	24.88	
	TOTALS		**26**	**30**	**9**	**65**	**260.91**	**14**
	Acreage of Parcels Exhibiting Condition		**199.84**	**236.45**	**120.42**			**153.57**
	Percentage of Study Area Exhibiting Condition		**76.6%**	**90.6%**	**46.2%**			**58.9%**

Sterrett Urban, LLC

Appendix D

Supplemental Information

FIRM Map No. 29097C0278E, effective 11/02/2012


NOTES TO USERS
LEGEND
JASPER COUNTY, MISSOURI FIRM PANEL LOCATOR DIAGRAM
FIRM
FLOOD INSURANCE RATE MAP
JASPER COUNTY, MISSOURI
AND INCORPORATED AREAS
PANEL 278 OF 400
MAP NUMBER
29097C0278E
MAP REVISED
NOVEMBER 2, 2012
Federal Emergency Management Agency

Appendix E

Certification / Assumptions & Limiting Conditions / Qualifications

Certification

I certify that, to the best of my knowledge and belief…

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
6. I made a personal inspection of the property that is the subject of this report on August 26, 2024 and on September 11, 2024.
7. This study is not based on a requested result or a specific conclusion.
8. I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.



Patrick Sterrett
Sterrett Urban, LLC

Assumptions & Limiting Conditions

This Blight Study is subject to the following limiting conditions and assumptions:

1. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are Sterrett Urban's unbiased professional analyses, opinions, and conclusions.

2. Information provided and utilized by various secondary sources is assumed to be accurate. Sterrett Urban cannot guarantee information obtained from secondary sources.

3. The nature of real estate development is unpredictable and often tumultuous. In particular, the natural course of development is difficult to predict and forecast. Sterrett Urban deems our projections as reasonable considering the current and obtained information.

4. Sterrett Urban has considered and analyzed the existing conditions concerning the subject property within the redevelopment area. We have considered these existing conditions when forming our analyses and conclusions. However, it should be understood that conditions are subject to change without warning, and potential changes could substantially affect our recommendations.

5. Our analyses, opinions and conclusions were prepared in conformance with the Code of Professional Ethics and Standards of the American Institute of Certified Planners.

Patrick Sterrett, AICP

Principal

STERRETTURBAN LLC

Urban Planning & Development Services

Sterrett Urban LLC is an urban planning and real estate development advisory firm which counsels an array of public and institutional clients, as well as private investors and developers, interested in bringing development projects and revitalization efforts to fruition. **Sterrett Urban LLC** has unmatched experience and expertise providing redevelopment, community planning, and economic development strategies and implementation services for a wide variety of product types and settings.

The firm, founded in 2006, is led by Patrick Sterrett, a certified urban planner who has more than twenty-five years of experience forging partnerships, managing complex real estate development projects, and creating vibrant, sustainable urban plans and designs. Current and recent work includes creating a development program and financing strategies for a $20 million mixed-use project on Troost Avenue; developing a strategy to unwind the original financing framework Mr. Sterrett helped originate for the LAMP nonprofit campus that involves tax abatement, New Markets tax credits, and Historic Preservation tax credits; land use planner for the redevelopment of the three million square foot former Bannister Federal Complex; continued management of two community improvement districts originally formed by Mr. Sterrett for others; and the development of financing strategies for a $20 million charter school in Kansas City, Missouri and a $5.5 million social service center and health clinic in Kansas City, Kansas, both of which may include the use of tax credits and tax abatement.

Prior to forming **Sterrett Urban LLC** in 2006, Mr. Sterrett spent eleven years at the Economic Development Corporation of Kansas City, Missouri (EDC) and initiated and/or managed for the public sector some of the largest pioneering redevelopment projects in recent memory in Kansas City and in the country. During his tenure at the EDC, Mr. Sterrett provided staffing to each of the redevelopment agencies and also served as Executive Director of the Port Authority, where he managed land development, the negotiation of redevelopment agreements and creation of mixed-use development programs for the Kansas City Riverfront, former Richards-Gebaur Airport as an intermodal hub, a mixed-use village within the Columbus Park Neighborhood, and creation/implementation of a redevelopment strategy for the Crossroads Arts District.

Mr. Sterrett's work has been featured in local and national publications, and his work in the Crossroads Arts District and the Power & Light District in Kansas City has been recognized by the International Economic Development Council as exemplary of the most advanced redevelopment methods to revitalize distressed areas, including brownfields.

Mr. Sterrett earned a Bachelor Architecture and a Master of Urban Planning with a concentration in housing and community development from the University of Kansas.

Patrick Sterrett, AICP

Principal

STERRETTURBAN LLC

Urban Planning & Development Services

Select Professional Experience

Sterrett Urban LLC 2006 – Current

Owner/Principal

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES

Blight Study
Independence Marketplace (TIF); WNQE Independence VI, LLC; Independence, MO

Blight Study
11828 NW Plaza Circle Community Improvement District; Yashoda Hotels, LLC; Kansas City, MO

Blight Study
7611 NW 97th Terrace Community Improvement District; BVM PLATT CITY, LLC; Kansas City, MO

*Blight Study
Ten Main Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Brookfield Building (Chapter 353); Brookfield Hotel Investment, LLC; Kansas City, MO

*Blight Study
Kansas City Convention Center Headquarters Hotel (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

*Blight Study
Mt. Cleveland Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*Blight Study
63rd & Holmes Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
23rd & Sterling Community Improvement District; McKeever Enterprises, Inc.; Independence, MO

General Development Plan and Qualifications Analysis (Blight)
17th & Madison (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
63rd Street Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)
General Development Plan and Qualifications Analysis (Blight)
Green Village (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
32nd Street Place (TIF); Woodsonia Joplin, LLC; Joplin, MO

Blight Study
32nd Street Place Community Improvement District; Woodsonia Joplin, LLC; Joplin, MO

*Blight Study
Linwood/Prospect (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

*Blight Study
Oak Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
16 Main Street (Chapter 353); PC Homes, LLC; Parkville, MO

Blight Study
NE 58th Street & N. Oak Trafficway (Chapter 353); North Eagle Properties, LLC; Gladstone, MO

Blight Study
Twin Creeks Center Community Improvement District; White Goss, Attorneys at Law; Kansas City, MO

Blight Study
325 E. 31st Street Community Improvement District; Syndicate Property Holdings 1, LLC; Kansas City, MO

Blight Study
612 W. 47th Street Community Improvement District; JH Investors, LLC; Kansas City, MO

Blight Study
801 Westport Road Community Improvement District; GLI Hospitality & ADMJM WP1, LLC; Kansas City, MO

Development Plan & Blight Study
1411 Quebec (Chapter 353); MetroPark Warehouses, Inc.; North Kansas City, MO

Urban Renewal Plan & Blight Study
3200 Gillham Road Urban Renewal Area (LCRA); Exact Acme, LLC; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

*Blight Study
40 Highway & Noland Road (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

Blight Study
89th & State Line Community Improvement District; State Line Corner, LLC; Kansas City, MO

Blight Study
Boomtown Central (TIF); Denali Summit, LLC; Joplin, MO

Blight Study – Court Testimony
Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Economic Development Area
Aviara (TIF); City of Liberty, MO; Liberty, MO

Blight Study
4080 W. State Highway 76 (TIF); Fee/Hedrick Family Entertainment; Branson, MO

Blight Study
Creekside (TIF & CID); Parkville Development 38, LLC, Parkville Development 140, LLC, Parkville Development 50, LLC, Parkville Development VV1, LLC; Parkville, MO

Blight Study
Johnson Drive & Renner Road (TIF); Kingdom Real Estate, LLC & Paru, LLC; Shawnee, KS

Blight Study
Merriam Corners (TIF); Merriam Corners, LLC et al.; Merriam, KS

Urban Renewal Plan & Blight Study
Midtown Infill Multifamily Housing Urban Renewal Area (LCRA); FFV Development, LLC; Kansas City, MO

Blight Study
NW 112th Street & I-29 Community Improvement District; Bank of Weston & WB Seventeen, LLC; Kansas City, MO

Blight Study
NW Prairie View Road & NW 72nd Street (TIF & CID); North K I-29 2004, LLC; Kansas City, MO

*Blight Study
3800 Block of Prospect Ave Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

Blight Study
Riverside Red X Community Improvement District; Riverside Red X, Inc.; Riverside, MO

Conservation Area Study
Stag's Spring (TIF); Stag's Spring, LLC; Shawnee, KS

Blight Study
8th & Grand Boulevard (TIF, CID, LCRA, PIEA, Ch. 353); New Generation Construction; Kansas City, MO

Blight Study
Turner Vista (TIF); College Park Developers, LLC; Kansas City, KS

Blight Study
Villa West (TIF); 29th Street Partners, LLC; Topeka, KS

Blight Study
Vivion Point Community Improvement District; Lockard Kansas City Holdings, LLC; Kansas City, MO

Blight Study
Ward Parkway Plaza Community Improvement District; Greensboro Property Company, LLC; Kansas City, MO

Blight Study
Tiffany Landing Community Improvement District; Tiffany Landing, LLC; Kansas City, MO

General Development Plan and Qualifications Analysis (Undeveloped Industrial Area)
Frontage at Executive Park (PIEA), PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
22nd/23rd Street Connector (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
2nd Amended Ellison/Knickerbocker (PIEA), PIEA of Kansas City, MO; Kansas City, MO

*Blight Study
Second & Delaware Development Plan (Chapter 353); Chapter 353 Advisory Board of Kansas City, MO; Kansas City, MO

*Blight Study
Commerce Tower Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

*Blight Study
Key Coalition Neighborhood Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Victory Court (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
I-35 & W. 13th Street (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Troost Bannister (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Seven301 (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Oxford on the Blue (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Ellison/Knickerbocker (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*Blight Study
Bannister & I-435 (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study Addendum (Social Liabilities)
Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Liberty Commons (TIF); City of Liberty, MO; Liberty, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Hawthorne Road (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan
Amended/Restated Folgers Coffee Company (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Inter-State Building Development Plan (Chapter 353); Abbot Properties; Kansas City, MO

General Development Plan & Blight Study
39th Terrace (PIEA), PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Truman-Hardesty (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

Blight Study
Oak Barry Community Improvement District; MD Management; Kansas City, MO

General Development Plan & Blight Study
Metro North Mall (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Metro North Square Community Improvement District; MD Management; Kansas City, MO

General Development Plan & Blight Study
155th & Kensington (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study Update
Columbus Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Troost-Rockhill (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Feasibility & Redevelopment Boundary Analysis
Northwest Briarcliff Road Corridor, City of Kansas City, MO

General Development Plan & Blight Study
Valentine-Broadway (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan & Blight Study
Westport-Main (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Indiana Corridor Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Troost/Paseo Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Blue Valley (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Martin City Corridor Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Longfellow-Dutch Hill Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Stuart Hall/HD Lee (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study & Urban Renewal Plan
Columbus Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

Economic Development Corporation of Kansas City, Missouri 1995 - 2006

Executive Director, Port Authority of Kansas City, Missouri
Planner / Senior Planner

Author of the following plans and studies:

- Riverfront TIF Plan / Blight Study
- 74th & Wornall TIF Plan / Blight Study (plan not approved)
- 19th Terrace TIF Plan / Conservation Study
- 22nd & Main St. TIF Plan / Conservation Study
- 47th & Roanoke TIF Plan
- Prospect North TIF Plan
- Jazz District TIF Plan
- Pershing Road TIF Plan
- Eastwood Urban Renewal Plan / Blight Study
- South 31st Street Urban Renewal Plan / Blight Study
- Longfellow-Dutch Hill Urban Renewal Plan

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-158 an agreement between the City of Joplin and Joplin Industrial Electric Co., Inc. for Panelboard Replacements at Joplin Justice Center.

MEETING DATE
December 2nd, 2024

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2024-158 Ordinance; Agreement; Bid Summary; Letter of Recommendation

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Joplin Industrial Electric Co,. Inc. of One Hundred Ninety-Six Thousand Six Hundred Eighty and 00/100 DOLLARS ($196,680.00) for panelboard replacements at the Joplin Justice Center.

BACKGROUND
The Justice Center facility was constructed in 1967, and currently houses Fire Station 1, Fire Administration offices, Emergency Management, Emergency Communications/Dispatch, Municipal Court, City Prosecutor's office, Municipal Jail facilities, and the Police Department.

In April 2022, an agreement to perform an in-depth feasibility study for the Justice Center was awarded to SFS Architecture, along with the agreement to provide the city with a Facilities Masterplan. As part of the project a Facilities Assessment was performed by Gordian as a subconsultant to SFS. The facility assessment of the Justice Center showed that replacement of the electrical equipment at the Justice Center is a priority, meaning they determined it was recommended to be replaced within 5 years of the inspection. The assessment by Gordian showed an estimated cost on this replacement of $338,583. This bid was advertised using the City's procurement policy and Joplin Industrial Electric Company was the only bidder.

In January 2023, ARPA Funds were accepted to provide $1 million in funding on a 50/50 match basis bringing the total to $2 million in funding. This ARPA Grant will fund half of this project, with the other half being covered by the City of Joplin.

FUNDING SOURCE
This is funded by a State Legislative Priority ARPA grant and Public Safety Sales Tax

RECOMMENDATION

Staff recommends adoption of this Council Bill, approving an agreement 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 due to price volatility in the current manufacturing market.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
JOPLIN INDUSTRIAL ELECTRIC CO., INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Joplin Industrial Electric Co., Inc. Address: 2202 South Prigmore Ave	
Attention:		Attention:	
Department:		Phone: (417) 623-3425	Fax:
Phone:	Fax:		

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

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

Justice Center Panelboard Replacements

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Ninety-Six Thousand Six Hundred Eighty and 00/100 DOLLARS ($196,680.00) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the

initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

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

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

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

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

f. Bid Form
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Ninety-Six Thousand Six Hundred Eighty and 00/100 DOLLARS ($196,680.00), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR: Joplin Industrial Electric Co., Inc.

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers
7231 E. 24th Street | Joplin, MO 64804 | 417.680.7200
Branch Offices: Kansas City, Rolla, Tulsa, Bentonville, and Springfield

Tabulation of Bids

Project: **Justice Center Panelboard Replacements**
Location: **Joplin, MO**
Bid Date: **11/13/2024 11:00**
Estimate: **$200,000**
Engineers: **Jared Nichols, P.E.**

Bid Items:

Item No.	Description	Unit	Quantity	Joplin Industrial Electric Co., Inc. Joplin, MO Unit Price	Extended Total
1	Remove and Replace Panelboards as shown on drawings, Complete and In Place	EA	13	$ 4,826.00	$ 62,738.00
2	Furnish & Install New Conduit and Conductors, Complete and In Place	LS	1	$ 121,734.00	$ 121,734.00
3	All Other Work Required to Complete the Project Per Plans and Specifications Including Bonding, Insurance, and Mobilization	LS	1	$ 12,208.00	$ 12,208.00
			TOTAL BID AMOUNT		**$ 196,680.00**

This is to certify that at 11:00 am on November 13, 2024, at the City of Joplin, Public Works Department, the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions.

By: _____
Jared Nichols, P.E.
Vice President

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

November 13, 2024

Mr. Chad Weller, PLS
Assistant Director of Public Works for Operations
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Joplin, Missouri
Justice Center Panelboard Replacements

Dear Mr. Weller:

We have reviewed the one (1) bid received November 13, 2024, for the construction of the referenced project, and subsequently prepared a bid tabulation. It is our recommendation that the City award the construction contract to Joplin Industrial Electric Co. Inc. in the amount of $196,680.00 for the referenced project.

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

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

Please contact me if you have any questions.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Jared Nichols, P.E.
Vice President

COUNCIL BILL NO. 2024-158 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Joplin Industrial Electric Co. Inc. of One Hundred Ninety-Six Thousand Six Hundred Eighty and 00/100 DOLLARS ($196,680.00) for electrical sub-panel replacements at the Joplin Justice Center and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City enter into an agreement with Joplin Industrial Electric Co. Inc. of One Hundred Ninety-Six Thousand Six Hundred Eighty and 00/100 DOLLARS ($196,680.00) for electrical sub-panel replacements at the Joplin Justice Center, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will ensure that the City and Contractor can fully execute the agreement within required Federal Grant Fund timelines.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2024-158 ORDINANCE NO.

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-159 Construction Agreement between City of Joplin and Rosetta Construction LLC for the ARPA Interceptor Improvements Project and containing an emergency clause.

MEETING DATE
December 2, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-159; Agreement; Location Map; Bid Summary; Recommendation to Award Letter

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

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Rosetta Construction LLC in the amount of One Million Nine Hundred Eighty-Seven Thousand Nine Hundred Twenty-Seven and 00/100 Dollars ($1,987,927.00) for construction of the ARPA Interceptor Improvements Project.

BACKGROUND
On May 16, 2022, the Missouri Department of Natural Resources (MDNR) published grant availability notification as part of Congress' American Rescue Plan Act (ARPA) funding from the federal government. City staff identified a project for the grant, then on June 6, 2022, Council approved Resolution No. 2022-009, authorizing City staff to apply for a wastewater grant. In mid-November of 2022, MDNR notified the City that its wastewater grant application was chosen for funding. Subsequently, on June 20, 2023, Council approved an agreement with Allgeier, Martin and Associates, Inc. (AMA) for engineering services for the ARPA Wastewater Grant project. At that time, Council was informed that the grant-funded scope of improvements included both open-trench pipe replacement and trenchless reconstruction methods. The trenchless reconstruction project is currently underway. The project was advertised on September 13, 2024; bids from four contractors were opened on October 17, 2024, in conformance with the City's procurement policy. Rosetta Construction LLC was confirmed to be the low bidder. The ARPA wastewater Grant Funds 68.35%. The remaining 31.65% is funded by the FY 2025 Sanitary Sewer Fund. All ARPA funds must be earmarked by the end of this calendar year; all funds must be spent by late 2026.

FUNDING SOURCE
This item is included in the FY 2025 Budget in the Sanitary Sewer Fund and is being partially funded through State of Missouri ARPA funds.

RECOMMENDATION

Staff recommends approval of Council Bill 2024-159, Construction Agreement between City of Joplin and Rosetta Construction LLC in the amount of One Million Nine Hundred Eighty-Seven Thousand Nine Hundred Twenty-Seven and 00/100 Dollars ($1,987,927.00) for construction of the ARPA Interceptor Improvements Project on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will ensure that the City and Contractor can fully execute the agreement within required Federal Grant Fund timelines.

COUNCIL BILL NO. 2024-159 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with Rosetta Construction LLC in the amount of One Million Nine Hundred Eighty-Seven Thousand Nine Hundred Twenty-Seven and 00/100 dollars ($1,987,927.00) for construction of the ARPA Interceptor Improvements and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City enter into an agreement with Rosetta Construction LLC in the amount of One Million Nine Hundred Eighty-Seven Thousand Nine Hundred Twenty-Seven and 00/100 Dollars ($1,987,927.00) for construction of the ARPA Interceptor Improvements Project from in the area of 12th & Iowa and near Campbell Parkway, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will ensure that the City and Contractor can fully execute the agreement within required Federal Grant Fund timelines.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-159 **ORDINANCE NO.**

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

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
ROSETTA CONSTRUCTION LLC

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Rosetta Construction LLC Address: P.O. Box 14024 Springfield, MO 65814	
Attention: Jeremy Hagerman		Attention: Victor Rosetta	
Department: Engineering		Phone: 417-886-2094	Fax:
Phone: (417) 624-0820 ext 1538	Fax: (417) 624-4620		

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

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

ARPA INTERCEPTOR IMPROVEMENTS

The City and Contractor agree to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million Nine Hundred Eighty-Seven Thousand Nine Hundred Twenty-Seven and 00/100 Dollars ($1,987,927.00) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

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

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

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

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

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

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

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this

requirement. This includes all subcontractors, material suppliers and vendors.

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

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

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

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

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

l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

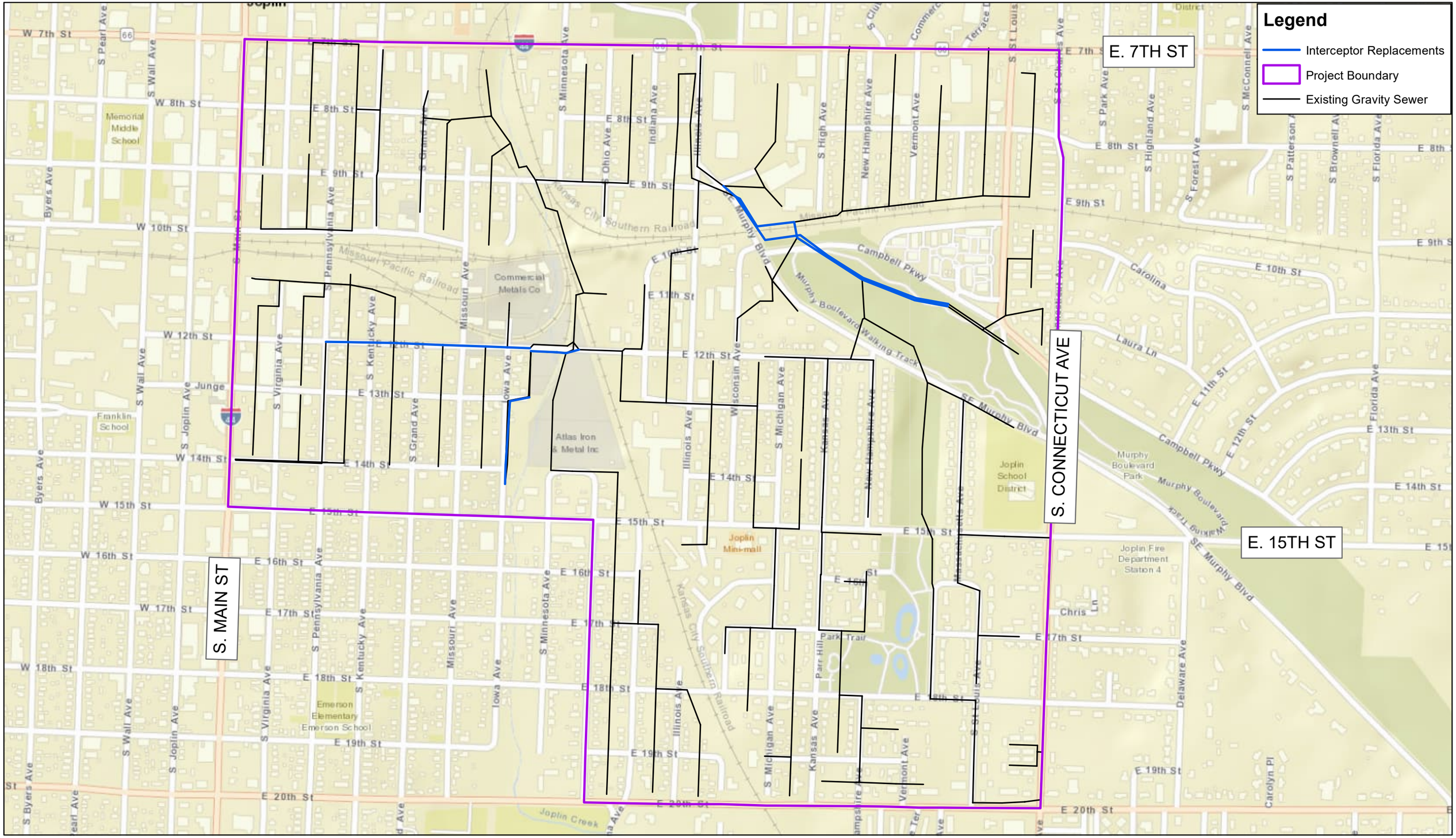
By: Rosetta Construction LLC

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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


Legend
Interceptor Replacements
Project Boundary
Existing Gravity Sewer
E. 7TH ST
E. 15TH ST
S. MAIN ST
S. CONNECTICUT AVE
N
EXHIBIT 1
ARPA INTERCEPTOR IMPROVEMENTS

Bid Summary

PROJECT: ARPA Interceptor Improvements

DATE OF BID OPENING: October 17, 2024

CONTRACTOR	BID
Rosetta Construction LLC	$1,987,927.00
Jeff Asbell Excavating & Trucking, Inc.	$2,024,915.15
Goins Enterprises, Inc.	$2,406,641.00
Dirks Heavy Contractors, LLC	$5,345,487.23
Engineer's Estimate	**$1,900,000.00**

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

October 23, 2024

Mr. Jeremy Hagerman, P.E.
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: ARPA Interceptor Improvements

Dear Jeremy:

The bids submitted October 17, 2024 on the above referenced project have been reviewed and confirmed Rosetta Construction, LLC, of Springfield, MO as the apparent low bidder. Rosetta has indicated that they intend to enter into a contract with the City to build the project. Rosetta appears to be capable of obtaining all necessary bonds and insurance, and performing the work specified.

It is our recommendation that the City award the construction contract for the Base Bid to Rosetta in the amount of $1,987,927.00 for the interceptor improvement project. A tabulation of bids and copies of the proposed Notice of Award for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return to our office four copies of the Notice of Award.

Once the Notice of Award document is received back by our office from the City, we will submit Contract Documents to the Contractor for execution and schedule a project pre-construction conference.

Do not hesitate to call if you have any questions.

Sincerely,

ALLGEIER, MARTIN & ASSOCIATES, INC.

Garrett Wagner, P.E.
Project Manager

Enclosures

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-161 Amendment #1 to the Work Authorization between the City of Joplin and Olsson dated June 22, 2023 for the Construction Administration services; and containing an emergency clause.

MEETING DATE
December 2nd, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-161; Amendment #1; Original Agreement

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

SUMMARY
This Council Bill authorizes the City to approve an Amendment to Work Authorization dated June 22, 2023 with Olsson in the amount of Four Hundred Thirty-Eight Thousand Two Hundred and 00/100 Dollars ($438,200.00) for Construction Administration services for the ARPA Stormwater Grant Project.

BACKGROUND
Olsson was selected as the most qualified engineering firm to provide professional engineering services for the grant project. The consultant's fees are within industry standards for design, bidding, construction, and project management services during the life of the grant. The original contract assumed a construction period of 12 months with Resident Project Representative (RPR) services able to inspect 4 construction sites at once, Amendment #1 changes this period to 23 months with RPR services being provided to 2 construction sites simultaneously.

FUNDING SOURCE
This item is included in the FY 2025 Budget in the Parks and Stormwater Sales Tax fund and is being partially funded through State ARPA funds.

RECOMMENDATION
Staff recommends approval of Council Bill 2024-161, approving Amendment #1 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 allows the additional expenditures relating to construction to be grant funded, considering the funding deadline.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S. Main St. Suite 503, Joplin, MO 64801	
Attention: Jeremy Hagerman		Attention: ERIC SHELTON, CLAYTON CRISTY, NICK CALTON, KYLE BENNETT	
Department: Engineering		Phone: 4178908802	Fax: 417.890.8805
Phone: 417.624.0820 ext 1538	Fax:	ARPA Stormwater - RPR	

AMENDMENT __1__ TO AGREEMENT BETWEEN THE CITY OF JOPLIN, MISSOURI AND OLSSON, INC. FOR PROFESSIONAL SERVICES DATED JUNE 22, 2023.

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

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

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

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all 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 always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

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

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of AGREEMENT BETWEEN THE CITY OF JOPLIN, MISSOURI AND OLSSON, INC. FOR PROFESSIONAL SERVICES DATED JUNE 22, 2023 exceed the sum of Four Hundred Thirty-Eight Thousand and Two Hundred Dollars ($ 438,200.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to 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, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

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

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

e. Subcontracts. In case any or all 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: Andrea Adams

Printed Name: Andrea Adams

Title: Senior Director of Operations

Date: 10/9/2024

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

Date: _____

LETTER AGREEMENT
AMENDMENT #1

Date: 10/29/2024

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated June 22, 2023 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: Joplin, MO (ARPA Group A and Group B Projects)

Project Description: ARPA Stormwater – RPR Services

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.

Section 7.15.6 of the original contract shall be modified to assume a total construction duration of 23 months and a minimum of two project sites being constructed simultaneously. Assumed installation time of 10 hour working days per typical assumptions for similar services and projects for 477 working days.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged. Services provided will be performed at the rates listed in the Unit Rate Schedule attached through January 1, 2025. Rates are subject to change in January 2025.

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

OLSSON, INC.

By Andrea Adams

By _____
Eric Shelton – Senior Engineer

By signing below, you acknowledge that you have full authority to bind Client to the terms of this

Amendment. If you accept this Amendment, please sign:

City of Joplin, Missouri

By _____
Signature

Printed Name _____

Title _____ Dated: _____

Olsson 2024 Billing Rate Schedule

Description	Range		
Principal	$140.00	-	$463.00
Project Manager	$129.00	-	$274.00
Project Professional	$95.00	-	$242.00
Assistant Professional	$71.00	-	$178.00
Designer	$90.00	-	$216.00
CAD Operator	$59.00	-	$137.00
Administrative/Clerical	$47.00	-	$206.00
Survey	$56.00	-	$210.00 *
Construction Services	$49.00	-	$279.00 *

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

COUNCIL BILL NO. 2023-112 **ORDINANCE NO.** 2023-080

AN ORDINANCE approving an agreement with Olsson, Inc for professional engineering services in the not to exceed amount of Two Million Five Hundred Thirty-Six Thousand Nine Hundred and 00/100 Dollars ($2,536,900.00) for the ARPA Stormwater Grant 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, MISSOURI as follows:

Section 1. That the said agreement by and between the City of Joplin and Olsson s, Inc. in the not to exceed amount of Two Million Five Hundred Thirty-Six Thousand Nine Hundred and 00/100 Dollars ($2,536,900.00), 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, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Infrastructure Improvement 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 allows the design of the improvements to begin as quickly as possible, in light of the funding deadline.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this the 20th day of June 2023 by a vote of 8-0-1. Absent: Spencer.

Douglas W. Lawson, Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

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

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
OLSSON, INC.
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of this 22 day of June, 2023 ("the Effective Date"), by and between the City of Joplin, Missouri (OWNER), and OLSSON, INC. (ENGINEER), and with OWNER and ENGINEER being referred to collectively as "the Parties."

WITNESSETH:

WHEREAS, OWNER intends to construct the following improvements: ARPA STORMWATER PROJECT; and,

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and give professional engineering consultation and advice to OWNER during the performance of services hereunder; and

WHEREAS, ENGINEER desires to be engaged by OWNER to provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and give professional engineering consultation and advice to OWNER during the performance of services hereunder; and

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

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, engineering services.

1.1.2 The ENGINEER shall represent the OWNER, insofar as the OWNER desires, to governmental entities and agencies, institutions, and other individual and collective parties in dealings related to the Project.

1.1.3 The ENGINEER shall attend meetings with and on behalf of the OWNER, insofar as the OWNER desires, provided that such meetings pertain to the Project and provided that the OWNER gives the ENGINEER reasonable notice of such meetings and of the OWNER's desire to have the ENGINEER in attendance.

1.1.4 In general, the Project consists stormwater conveyance improvements at the following sites (in no particular order):

17TH And Annie Baxter - Develop plans and specifications for construction of channel improvements, storm sewer improvements, and culvert removal/modification similar in nature to what is shown in project 6-3 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

East Town - Develop plans and specifications for construction of channel improvements, storm sewer improvements, and culvert improvements similar in nature to what is shown in project 7-4 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

9th and St. Louis - Develop plans and specifications for construction of channel improvements, and culvert improvements similar in nature to what is shown in project 7-5 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

12th and Wall - Develop plans and specifications for replacement or restoration of concrete box culvert similar in nature to what is shown in project 7-5 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

Massachusetts and Murphy - Develop plans and specifications for groundwater management solution or water quality BMP to resolve nuisance issues along Joplin Creek similar in nature to what is shown in project 7-3 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

Ten Pin Lane - Develop plans and specifications for construction of storm sewer improvements similar in nature to what is shown in project 10-2 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in significant change in the final construction scope compared to the masterplan.

Texas Avenue: Develop plans and specifications for construction of a new storm sewer system similar in nature to what is shown in project 7-1 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan.

Olsson's scope of services is based on design scope for improvements in masterplan.

26th Street Culverts - Develop plans and specifications for construction of channel improvements, and culvert improvements similar in nature to what is shown in project 9-1 in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

5th and Porter - Develop plans and specifications for construction channel improvements, and culvert improvements similar in nature to what is shown in 5th and Porter project in the 2020 Joplin Stormwater Masterplan Update. Further evaluation of causes for existing issues will be performed with this project site and better understanding of project constraints may result in changes in the final construction scope compared to the masterplan. Olsson's scope of services is based on design scope for improvements in masterplan.

Upon execution of this Agreement by the OWNER, the ENGINEER shall proceed with the design phase of the project.

Basic services of the ENGINEER included as part of this Agreement include the following:

1.2 Design Phase

Upon execution of this agreement, ENGINEER shall:

1.2.1 Conduct topographic surveys to the extent necessary for design of the infrastructure facilities.

1.2.2 Boundary Survey. Olsson will collect sufficient boundary information to establish parcel lines, Rights-of-Way, and existing easements, within the project site limits.

1.2.3 ROW and Easement Staking. Olsson will set stakes along the perimeter of proposed easements at 50 feet intervals and at bends as necessary (one time).

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings and review same with regulatory agencies and OWNER.

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

1.2.6 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 and specifications to show the character and extent of the Project.

1.2.7 Furnish to OWNER such documents and design data as may be required and assist in the preparation of the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.2.8 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.9 Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.10 Furnish copies of the above documents and present and review them in person with OWNER.

1.2.11 Submit copies of the plans, specifications, bid and contract documents, and other related documents to the governmental agencies having jurisdiction over the project for their review and approval.

1.2.12 Provide assistance to the OWNER relative to submission of applications to regulatory agencies for involvement in the ARPA program.

1.2.13 Utility and Railroad Coordination Services

1.2.13.1 Olsson will attend a maximum of 8 utility coordination meetings during the design phase and will coordinate with utility companies through email and phone calls for relocation of utilities as needed for construction of proposed project. It is assumed that individual meetings for each project site will not be required, and smaller sites can be lumped into a combined meeting.

1.2.13.2 Olsson will attend a maximum of 2 meetings with the railroad during the design phase and will coordinate with railroad through email and phone calls for coordination of work within railroad rights-of-way.

1.2.14 Negotiating to obtain land or easements rights. Refer to Exhibit A to clarifications of scope.

1.2.15 GIS (Geographic Information Systems) Deliverable. At each project site's end, Olsson will create shapefiles of the constructed infrastructure in the data format matching the city's current publicly available databases. The GIS deliverable will include linework and points for storm sewer, sanitary sewer, channels, and culvert and will include information on size, material, date constructed, and project number. These files will be delivered to the city electronically and the city will be responsible for removing old data and replacing with new data in their GIS database.

1.3 Bidding Phase.

After receiving written authorization to proceed with the bidding phase, ENGINEER shall:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan rooms, etc. Provide interested contractors and suppliers copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and

organizations proposed by the prime contractor for those portions of the work as to which such acceptability is required by the bidding documents.

1.3.3 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.4 Respond to pre-bid questions, review pre-bid submittal, prepare any necessary addenda, and assist in opening the bids.

1.3.5 Submit to appropriate regulatory and funding agencies, the bid documents, revised cost estimates, and other documentation required as a part of the ARPA Program.

1.3.6 Assist OWNER in evaluating bids or proposals, in developing a tabulation of bids and in assembling and awarding contracts for each separate bid package.

1.4 Construction Phase.
During the construction phase, ENGINEER shall:

1.4.1 Consult with and advise OWNER and act as his representative. All of OWNER's instructions to contractor(s) will be issued through ENGINEER, who will have authority to act on behalf of OWNER.

1.4.2 Attend pre-construction conference.

1.4.3 Review contractor's proposed project schedule.

1.4.4 Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor; and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.4.5 Issue all instructions of OWNER to contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.

1.4.6 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, review the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and

review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor. But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.4.7 Conduct site observation periodically and as reasonably required by the OWNER to observe conditions and progress of the work and to answer questions of the OWNER, to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed in accordance with the contract documents and if Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and the contractor that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.4.4.

1.4.8 Provide the OWNER two sets of record prints of drawings and one electronic (PDF) version of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant. If desired by OWNER, reproducible record prints can be obtained as set forth in Section 2.1.10 of this agreement.

1.4.9 Assist OWNER with preparation and submittal of funding reimbursement requests.

1.4.10 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.4.1 through 1.4.9, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the contract documents.

1.4.11 ENGINEER shall at the conclusion of construction combine field changes noted by the contractor and the resident project representative into a complete, as-built set of plans, representing what was constructed in the field to the best of our knowledge.

1.5 Resident Project Representation.

1.5.1 The ENGINEER shall furnish a resident project representative (RPR), assistants, and other field staff to assist ENGINEER in observing performance of the work of contractor. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of contractor; but the furnishing of such services will not make ENGINEER

responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the work in accordance with the contract documents.

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

1.5.2 Duties and Responsibilities of RPR.

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

1.5.2.2 Conferences and Meetings: Attend meetings with contractors, such as progress meetings, job conferences, and other project-related meetings.

1.5.2.3 Liaison:

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

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

1.5.2.4 Shop Drawings and Samples:

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

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

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

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

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

b) Construction Testing Services: Construction materials testing will be performed on this project in general compliance with the Standard Specifications for The City of Joplin, Missouri last updated February 15, 2021.

c) Materials Testing (assumptions per project site)
One concrete test per day or every 50 yards (5 cylinders per test)-CONCRETE
One soil proctor
One Base Proctor
Atterberg
One Lab Tests –ASPHALT maybe required if road repairs take place

d) Earthwork
Observe stripping and grubbing of construction areas prior to placement of fill.
Sample fill materials for standard Proctor, Atterberg limits, and other requisite lab testing.
Perform field moisture-density testing of structural fill, backfill, and subgrade preparation

e) Asphaltic Concrete
Perform verification testing in accordance with the Missouri Standard Specifications for Highway 1.8.2 Construction. Tests and frequencies of testing are referenced in Table 403.19.3.
Perform tests to determine mixture properties, gradation, deleterious content, and asphalt content on the retained portion of the QC samples at least once per week.

f) Portland Cement Concrete
Observe the condition of the subgrade and reinforcing steel prior to placement of concrete.
Determine that the concrete is delivered, conveyed, and consolidated into curbs, gutters, and formwork in accordance with the project specifications.
Perform field tests on concrete delivered to the project site including concrete temperature, slump and air content.
Cast cylinders from concrete placed for compressive strength testing.
Cure initially in the field, transport to and cure in our laboratory concrete cylinders until broken.

g) 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.

h) 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.

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

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

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

1.5.2.8 Records:

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

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

1.5.2.9 Reports:

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

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

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

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

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

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

1.5.2.12 Assumptions:

a) These project sites will require the utilization of construction observation and materials testing personnel throughout the length of the project. Should the project be timed in a manner requiring Olsson to be on-site more than the length of time allowed for the project, a contract amendment may be required to cover the observation and inspection costs.

b) For bidding phase services, there will be two projects bundles and the bid process will occur a total of two times.

c) Revisions to any stage of plans that have been approved by the City shall be considered additional services.

1.5.2.13 Completion:

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

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

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

1.5.3 Limitations of Authority. Resident project representative:

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

b) Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the contract documents.

c) Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent.

d) 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.

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

f) Shall not accept shop drawing or sample submittals from anyone other than contractor. Shall not authorize OWNER to occupy the project in whole or in part.

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

1.6 Right of Way Services

1.6.1 Olsson shall negotiate the acquisition of right of way necessary to construct nine stormwater project sites in Joplin. 51 properties are assumed as noted in the easement description section. Olsson understands the property will be acquired under the Uniform Relocation Act with funds from the American Rescue Plan Act.

1.6.2 Pre-Acquisition Meeting and Progress Report Meetings.

1.6.2.1 Olsson shall participate in a pre-acquisition meeting prior to the start of the project with the City of Joplin. This meeting will be to discuss project timelines, project milestones and review the scope of work responsibilities.

1.6.2.2 Olsson shall participate in monthly progress report meetings with City of Joplin staff during the duration of right of way acquisition activities.

1.6.3 Negotiations.

1.6.3.1 Olsson shall obtain title information through a title company for parcels where permanent easements are being acquired. Olsson shall obtain the last deed of record from county records to determine ownership of all parcels where only temporary easements are being acquired. Any ownership deeds, easements deeds, subdivision plats, etc. needed or used in the development of existing property lines and easement boundaries for the right of way plans shall be furnished by the title company and Olsson.

1.6.3.2 Olsson shall secure the necessary right of way and easements by negotiation for construction of these projects.

1.6.3.3 Olsson shall negotiate all acquisitions in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and implementing regulations (49 CFR Part 24). This may include but is not limited to the following: Describing the acquisition, referencing plans or plats, explaining right of way and construction plans, project schedule and other project details. Olsson shall explain details related to the appraisal or value determination, how the offer was developed, and answer other necessary valuation questions.

1.6.3.4 City of Joplin shall provide Olsson will all agreements and conveyance documents necessary for the acquisition of the property.

1.6.3.5 Olsson shall prepare all necessary documents for review and signature by City of Joplin. Olsson shall not present any counteroffer or agree to any engineering plans, revisions or changes without express permission from the City of Joplin. Olsson shall relay all concerns, counteroffers, or issues to the City of Joplin for review and consideration.

1.6.3.6 When negotiations result in an agreement, Olsson shall prepare the necessary documents and secure notarized signatures from the owner or their representatives, as well as any tenants to submit for payment.

1.6.3.7 Olsson shall: Deliver each owner an offer letter, copy of appraisal, plans, and unsigned documents and agreements by means of personal contact or certified mail. Maintain a detailed written negotiator's log of contacts with each property owner to document negotiations, efforts to achieve amicable settlements, responsiveness to owners' counter proposals, and suggestions for changes in plans.

1.6.3.8 Olsson shall complete all documents necessary to facilitate the payment of settlements to property owners.

1.6.3.9 When negotiations result in condemnation, Olsson shall submit all necessary completed files and

documents to the City of Joplin.

1.6.3.10 Olsson understands that no Relocations will take place as part of the project. If any Relocations are to take place Olsson will issue an amendment

1.6.4 Appraisal Services.

1.6.4.1 Olsson shall identify the valuation problems, determine the number and type of appraisal reports needed for each parcel, identify items pertinent to the valuation of each parcel, and note any specific or unusual appraisal problems. Any properties worth more than $10,000 will have an appraisal completed and any property valued at under $10,000 will have a waiver valuation completed by Olsson real estate staff.

1.6.4.2 Olsson shall utilize Southwest Valuation, LLC a MoDOT approved appraiser to complete appraisals.

1.6.4.3 All appraisal reports will be reviewed by a pre-qualified review appraiser, independent of the individual who issued the report. Olsson shall hire an outside appraiser for this service on all appraisals.

1.6.4.4 All completed appraisal, appraisal reviews, and waiver valuation reports shall be provided to City of Joplin.

1.6.5 Olsson's Fees.

1.6.5.1 Olsson's fee for negotiations is estimated to be $3,000 per parcel and will be billed according to standard hourly rates.

1.6.5.2 Olsson assumes the cost of a third-party appraisal will be $2,250 per appraisal and will be billed as a flat rate per parcel.

1.6.5.3 Olsson assumes the cost of third-party appraisal review will be $1,000 per appraisal review and will be billed as a flat rate per parcel. .

1.6.5.4 Waiver Valuations will be completed by Olsson for $500 per parcel and will be billed as a flat rate per parcel. .

1.6.5.5 Olsson assumes the cost of title reports to be $350 per parcel and will be billed as a flat rate per parcel. .

1.6.5.6 Olsson estimates the total cost to acquire 51 parcels to be $196,350, this includes negotiation, waiver valuation, and title reports. If a parcel requires an appraisal and/or an appraisal review the cost for those services will be additional less the waiver valuation amount included in the estimate.

1.6.6 Schedule

1.6.6.1 Project initial meeting to be scheduled within 1 week after notice to proceed on property acquisitions.

1.6.6.2 Prepare waiver valuations to be completed within four weeks after initial project meeting.

1.6.6.3 Make initial calls to owners and/or mail certified letters: Completed three weeks after step 3.

1.6.6.4 Mail second round of certified letters to owners who are still unresponsive: This will occur 2 weeks after the initial letters were mailed.

1.6.6.5 Based on our experience with projects of this scale, we expect that land acquisition will take 12 months for all 9 project sites. Some individual project sites may be completed sooner. We expect some landowners will need more time to address their questions or concerns, and some will take more time to contact. Olsson will work to meet and if possible, improve on this timeline.

1.6.7 Assumptions and Exclusions

1.6.7.1 This estimate assumes that all right of way will be acquired voluntarily. Any Olsson services associated with potential condemnation would be addressed in an amendment.

1.6.7.2 This proposal does not include the compensation paid to landowners, or other non-listed third-party services.

1.6.7.3 This proposal does not include acquiring easements for any third-party utilities that need relocated as part of the project. Olsson can provide these services but will require an amendment later.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others additional services of the following types which are not considered normal or customary basic services; these will be paid for by OWNER as indicated in Section 5.

2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.2 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are due to causes beyond ENGINEER's control.

2.1.3 Preparing documents for out-of-sequence work.

2.1.4 Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.5 Furnishing the services of special consultants requested by the OWNER for other than the normal civil, structural, mechanical, and electrical engineering; such as consultants for interior design, furnishings, communications, acoustics, and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.

2.1.6 Reviewing contractors' and subcontractors' payroll records.

2.1.7 Providing any type of field staking to enable contractor(s) to proceed with their work; and providing other special field surveys other than those for design purposes.

2.1.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for basic services is not commensurate with the additional services rendered, services after the award of each contract in evaluating substitutions proposed by contractor(s), and in making revisions to drawings and specifications occasioned thereby, and services resulting from significant delays, changes, or price increased occurring as a direct or indirect result of material, equipment, or energy shortages.

2.1.9 Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.

2.1.10 Preparing for OWNER, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.11 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by contractor(s).

2.1.12 Preparation or review of environmental assessments and impact statements and review and evaluation of the effect on the design requirement of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2.1.13 Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.14 Preparing to serve or serving as a consultant or witness for OWNER in any litigation or other legal or administrative proceeding involving the Project (except as agreed to under basic services).

2.1.15 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this agreement.

2.1.16. Refer to scope of services matrix (EXHIBIT B). Any scope categories listed as "NO" for a particular project site are excluded from the scope of services for that project site. Other items that are excluded from all sites include the following:

2.1.16.1. Right-of-Way monumentation

2.1.16.2. As-built surveys

2.1.16.3. Construction staking

2.1.16.4. Pavement and joint design

2.1.16.5. Payroll Reviews

2.1.16.6. Mechanical or electrical engineering

2.1.16.7. Utility design, including waterline, gas, fiber optic, and electric design.

2.1.16.8. All services not specifically listed are assumed to be excluded.

2.1.16.9. Bill of reinforcing steel for structures.

2.1.16.10. Calculation of excavation types (all excavation will be unclassified).

2.1.16.11. Building stability investigations for construction access/excavations.

2.1.16.12. Design of temporary shoring or dewatering.

2.1.16.13. Health and Safety Plans

2.1.16.14. Environment Site Assessments

2.1.16.15. Mitigation Design

2.1.16.16. Irrigation design

2.1.16.17. FEMA Letters of Map Change (LOMR/CLOMR/LOMA/CLOMA, etc)

2.1.16.18. Renderings and visualizations

2.1.16.19. Individual 404 Permitting

2.1.16.20. Other permit applications not specifically described in the scope of services.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall:

3.1 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

3.2 Assist ENGINEER by placing at his disposal all reasonably available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project.

3.3 Furnish to ENGINEER, as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations not covered in Section 2; all of which

ENGINEER may reasonably rely upon in performing his services.
3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as reasonably required for ENGINEER to perform his services.

3.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.7 Provide such accounting, independent cost estimating, and insurance counseling services as may be reasonably required for the Project; such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by contractor(s); such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract; and such inspection services as OWNER may require to ascertain that contractor(s) are complying with any law, rule, or regulation applicable to their performance of the work.

3.8 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define the OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to ENGINEER's services.

3.9 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the work of contractor(s).

3.10 Furnish, or direct in writing ENGINEER to provide, necessary additional services as stipulated in Section 2 of this agreement or other services as required.

3.11 Bear all costs incidental to compliance with the requirements of this Section 3. The Parties acknowledge and agree that all such costs must be approved in advance by the OWNER in writing.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period which may be required for the design and construction of the Project.

4.2 Upon execution of this Agreement by the OWNER, ENGINEER shall proceed with the performance of the services called for in the design phase (Section 1.2) and shall submit final design and contract documents and a revised opinion of probable Project cost by September 2024. Thirteen months are planned for completion of preliminary and final design tasks.

4.3 After acceptance by regulatory agencies of the ENGINEER's drawings, specifications, and other design-phase documentation, including the most recent opinion of probable project cost, and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the bidding phase (Section 1.3).

4.4 All engineering services provided subsequent to the bidding phase and as set forth under Section 1.2 of this Agreement shall be completed by December 31, 2024 by the ENGINEER. Engineering services for right-of-way, bidding and construction phases are anticipated to be completed by December 31, 2026; however, all billable work should be completed by October of 2026 to ensure adequate time for invoicing, pay request submission, and payment processing.

4.5 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.

4.6 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the construction phase has not commenced within 120 calendar days after completion of the final design phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement.

4.7 If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control or if ENGINEER for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer

5.1.1 Payment for Services:

5.1.1.1 For Planning, Design Phase and Easement/Property Acquisition Services: OWNER shall pay ENGINEER for time expended in the performance of design phase services rendered under Section 1.2, at the labor rates and non-labor rates shown in Exhibit D, and according to the phases of work and not to exceed cost estimate shown in Exhibit C, the scope of work for which shall not be changed, and the cost for which shall not be exceeded, except by formal written amendment.

5.1.1.2 For Contract Administration including Bidding and Basic Construction Phase Services: OWNER shall pay ENGINEER for time expended in the performance of bidding and basic construction phase services rendered under Sections 1.3 and 1.4, at the labor rates shown in Exhibit D, and according to the phases of work and not to exceed cost estimate shown in Exhibit C, the scope of work for which shall not be changed, and the cost for which shall not be exceeded, except by formal written amendment.

5.1.1.3 For Resident Services During Construction: OWNER shall pay ENGINEER for the actual time expended and expenses incurred in the performance of resident services during construction as outlined in Section 1.5 at the labor rates and non-labor rates shown in Exhibit D, and according to the phases of work and not to exceed cost estimate shown in Exhibit C, the scope of work for which shall not be changed, and the cost for which shall not be exceeded, except by formal written amendment. However, it is

understood that the duration of construction is subject to delays beyond the control of the ENGINEER and the actual time required for resident services may be more or less than the time estimated by the ENGINEER and reflected in the fee specified above, therefore delays in construction may warrant the issuance of an amendment to the contract at a later date.

5.1.1.4 The total not to exceed amounts for all sections of the contract shall be $2,536,900.

5.1.2 Additional Services. Subject to the not to exceed price specified in Section 5.1.1.4, OWNER shall pay ENGINEER for additional services rendered under Section 2 as follows:

5.1.2.1 General. For time expended in the performance of additional services rendered under paragraphs 2.1.1 through 2.1.15, inclusive (except services covered by paragraph 2.1.5) on the basis of the labor rates shown in Exhibit D.

5.1.2.2 Special Consultants. For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5, the amount billed to ENGINEER therefore times a factor of 1.10.

5.1.3 The term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4 below.

5.2 Times of Payments

ENGINEER shall submit monthly statements for basic and additional services rendered and for reimbursable expense incurred. The amount of ENGINEER's professional fee billed will be based upon the actual time and expenses incurred by ENGINEER's personnel in the performance of this Agreement at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this agreement until he has been paid in full all amounts due him for services and expenses.

5.3.2 In the event of termination by OWNER under paragraph 7.1, ENGINEER will be paid for services rendered to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid additional services and unpaid reimbursable expenses, subject to the not to exceed price specified in Section 5.1.1.4

5.3.3 OWNER shall make payment to ENGINEER in accordance with Section 8.960, RSMo.

5.4 Definitions.

Reimbursable expenses mean the actual expenses incurred directly in connection with the Project for: furnishing and maintaining field office facilities; subsistence, lodging, and transportation of project staff and resident project representatives; reproduction of reports, drawings, and specifications; postage and

express delivery services; survey materials; and similar Project-related items.

SECTION 6 - OPINIONS OF COST

6.1 Opinions of Cost

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project costs and construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Engineer cannot and does not guarantee that proposals, bids, or actual Project or construction cost will not vary from opinions of probable cost prepared by him. If prior to the bidding or negotiating phase, OWNER wishes greater assurance as to Project or construction cost he shall employ an independent cost estimator as provided in Section 3.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Termination

The obligation to provide further services under this agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2 Reuse of Documents

All documents, including drawings and specifications prepared by ENGINEER pursuant to this agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse by OWNER without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses arising or resulting therefrom.

7.3 Controlling Law

This agreement is to be governed by the laws of the State of Missouri. Venue for any litigation between the parties shall exclusively lie in Jasper County, Missouri.

7.4 Successors and Assigns

7.4.1 OWNER and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns, and legal representatives to the other party to this agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this agreement.

7.4.2 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in paragraph 7.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any

written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

7.5 Insurance
ENGINEER shall, as part of this agreement, maintain professional liability insurance covering errors and omissions, with a liability limit of $2,000,000.

7.6 Consequential Damages. In no event shall either party be liable to the other party for special, indirect, or consequential damages.

7.7 Disadvantaged Business Enterprises. ENGINEER agrees to take steps to ensure that disadvantaged business enterprises (DBEs) are utilized when possible as sources of supplies, equipment, construction, and services as required by 2 CFR 200.321.

7.8 Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

7.9 Intellectual Property. OWNER shall own all right, title, and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of ENGINEER created in performance of or relating to this Agreement.

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

7.11 Records and Audits.

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

7.11.2 One stamped hardcopy and one stamped digital copy of plans and specifications and all change orders will be submitted to the Missouri Department of Natural Resources for approval.

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

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

7.14 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.

7.15. Understandings and assumptions:

7.15.1. Fees can be shifted between project sites, phases, and tasks.

7.15.2. The City will issue notice to proceed after City Council Approval.

7.15.3. Final plan reviews to be completed after City Approval.

7.15.4. Utility relocation shall be completed by the respective utility company.

7.15.5. It is assumed that the included stormwater project sites will be bid in no more than two packages to two prime contractors. Construction phase services including administration and testing are adjusted for this assumption which reducing meeting and coordination effort with contractor.

7.15.6. RPR, construction administration, and testing services are calculated assuming total construction duration of 12 months and minimum of four project sites being constructed simultaneously. Olsson will utilize this to the city's advantage and the onsite RPR will watch over two project sites at once. This will allow costs to be kept lower and be more utilized throughout the process.

7.15.7. Cost estimates and bid documents will be prepared assuming that the structural work will be bid by cubic yards of concrete, or other appropriate items such as lengths or repair limits, as needed. No detailed breakdowns of amounts of reinforcing steel will be provided by Olsson. It is assumed that the Contractor will develop shop drawings and submit them for review and approval by the Engineer as a preconstruction work item(s).

7.15.8. City will provide CCTV for:

7.15.8.1. Existing box culvert at 12th and Wall which will be needed to evaluate condition of existing structure.

7.15.8.2. Sanitary sewer adjacent to the 12th and Wall box culvert should also be inspected with CCTV to provide locations a existing sewer laterals crossing the project.

7.15.8.3. Massachusetts and Murphy: Sanitary sewer along street looking to identify laterals from the homes to the east.

7.15.8.4. Ten Pin Lane: sanitary sewer lateral locations along north-south sewer line.

7.15.8.5. Texas Avenue: sanitary sewer showing lateral locations as requested by Olsson

7.15.8.6. Any additional potential sanitary sewer lateral conflicts, as requested by Olsson.

7.15.9. The land disturbance permit and SWPPP will be handled under the City's operating permit. The contractor shall be responsible for maintaining and updating the SWPPP. Furthermore, the contractor is responsible and liable for maintaining and inspecting all aspects of the erosion control plan and BMPs as set for in the SWPPP to meet all applicable city, state, and federal laws.

7.15.10. Construction observation and Testing Services:

7.15.11. No potholing will be performed by the engineer. The engineer will coordinate with utility companies for potholing at critical locations.

7.15.12. Survey is to include location of existing utilities based on visible surface evidence and markings provided by the Missouri One-Call System.

7.15.13. If precast box culvert is utilized, structural design calculations are excluded and are anticipated to be performed by the contractor/precaster.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 The following exhibit is attached to and made a part of this agreement: Exhibit A: Clarification of Services", Exhibit B: Scope of Services Matrix, and Exhibit C "Rate Schedule".

8.2 This agreement (consisting of pages 1 to 22, inclusive), as well as the exhibits identified above, constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

The parties hereto have made and executed this agreement as of the day and year first above written.

OWNER:	**ENGINEER:**
CITY OF JOPLIN, MISSOURI	OLSSON, INC
Leslie Haase	Andrea Adams
(Authorized Signature)	(Authorized Signature)
LESLIE HAASE	Andrea Adams
(Printed Name)	(Printed Name)
FINANCE DIRECTOR	Senior Directors, Operations
(Title)	(Title)

EXHIBIT A
CLARIFICATION OF SERVICES
2023 ARPA Stormwater Improvement Project
The following Clarification of Services, Assumptions, and Exclusions further define SCOPE OF ARPA STORMWATER PROJECT

DESCRIPTION OF DESIGN SERVICES

The following provides a description of additional included services that are not described in the Scope of Services Document. Reference the attached scope of services matrix to identify which services are included or excluded in each project site. **Note: Services listed as optional in the scope of services matrix are included in the contract price, but may or may not be necessary depending on the scope of improvements. If these items are not needed or completed, the total contract amount will not be billed.**

a. Storm and Site Design Services

i. Hydrologic Evaluation

1. Olsson will evaluate the hydrologic condition for peak runoff to the project site in accordance with the Joplin Stormwater Management Criteria. Suitable hydrologic modeling methods will be selected for each project site based on the total site drainage area as well as the type of improvements that are being designed. Hydrology for storm sewer design will be performed using the rational method, where the inlet drainage area sizes are appropriate for that method. Larger drainage areas from offsite flows, for culvert projects, and for channel projects may require utilizing the curve number method for hydrology. Sites located within FEMA floodplains will utilize flows from the FIS study, unless otherwise specified. Peak flow rates will typically be determined for the 10-year, 25-year, and 100-year storm events, but additional rainfall events may be evaluated at Olsson's discretion if a modified design criteria is warranted.

ii. Storm Sewer Design

1. Olsson will evaluate the proposed storm sewer collection system utilizing modeling software such as StormCAD to ensure storm sewer inlets are appropriately sized and spaced to meet the city's design criteria, and to ensure that storm sewer pipes are appropriately sized to meet the city's design criteria. Given the nature of these retrofit efforts, certain constraints may prevent the project from meeting the design criteria. Such constraints may include conflicts with existing utilities, limited right-of-way, limited cover, downstream choke points, or the lack of sufficient upstream inlets. In these cases, Olsson will update the city of the capacity being provided during preliminary design and discuss whether the proposed capacity is acceptable or whether other alternatives should be considered.

2. The existing storm sewer, if applicable, will not be modeled or evaluated in detail. If existing storm sewer will be routed through the proposed system, assumptions will be utilized for the amount of flow in the existing pipes versus the amount flowing above grade. These assumptions may be on a case-by-case basis but typically assume full pipe flow and the remainder being conveyed above grade.

iii. Culvert Hydraulics

1. Olsson will perform hydraulic evaluation of proposed culvert crossing to ensure the proposed culverts meet the city's design criteria. Culverts may be modeled in HY-8 or HEC-RAS depending on the situation and requirements of the specific site. Culverts located within FEMA floodplains will be designed to meet the community's floodplain management criteria. If the culvert is unable to meet the city's design criteria, Olsson will update the city of the capacity being provided during preliminary design and discuss whether the proposed capacity is acceptable or whether other alternatives should be considered.

iv. Channel design

1. Olsson will evaluate proposed channel capacity using manning's equation, StormCAD, or HEC-RAS depending on what the specific situation warrants based on Olsson's judgment. Large channel and culvert improvement projects may seek to meet the city's design criteria for channel capacity, however most cases will seek to improve capacity within the constraints of the site. Channel modifications within the floodplain must meet the city's floodplain management criteria. Work within waters of the united states will be documents and permitted accordingly as described in other sections of the scope of services.

v. Landscape Architecture

1. Olsson will prepare a single sheet planting plan (for the sites that are denoted for beautification) with accompanying plan sheet of planting notes and details, plus planting specification sections (or JSPs). The planting plan shall include quantity, location, size and species of proposed plant materials. The plan will also depict the existing trees that will be preserved and/or removed as well as details for tree protection measures.

vi. Native Planting Plan

1. Native Planting Plan & Specifications. Olsson will complete a native planting plan for the site.

2. Native Plant Species Specification. Native plant species will be selected that are adapted to the environmental conditions present at the site site (e.g., climate, precipitation, soils, growing season, pests), and that will be low maintenance once established. Species that are available for purchase from nearby native plant nurseries will be selected.

3. Species Selected for Water Quality. Native species that have the ability to improve stormwater quality by facilitating the breakdown of contaminants commonly found in stormwater runoff will be included.

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

5. Plan Sheets. Plan sheets will be produced that show the location where the plant species should be planted and where the seed mix should be sowed.

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

vii. Water Quality BMP Design

1. If deemed to be an appropriate solution, Olsson will incorporate water quality BMP design in the Massachusetts and Murphy site as a means to address maintenance concerns. Water quality BMP design will be limited to development of plans and specifications for water quality BMP and design of outlet works and underdrain to handle site drainage. Detailed water quality calculations will not be performed.

2. Olsson will incorporate BMP plantings within the planting plan sheets listed under Landscape Architecture for the sites that are denoted to include water quality BMP design.

viii. Bank Stabilization

1. In cases noted where existing channel banks may be unstable, Olsson will evaluate alternatives to reduce future erosion and provide more stability to the channel. The range of solution will vary on a case-by-case basis but may include bank grading, plantings, armoring, reinforcement matting, etc.

2. Olsson will incorporate bank stabilization plantings within the planting plan sheets listed under Landscape Architecture for the sites that are denoted to include bank stabilization.

ix. Roadway Profile Adjustment

1. Where noted in the scope of services matrix, roadway profile adjustments may be evaluated along with culvert alternatives to weigh the benefit of taller culvert alternatives. Only one modified roadway profile will be evaluated for the final design. If this alternative is selected, a roadway plan and profile sheet will be included in the final plans for construction.

2. Increases in roadway profile will be evaluated will the culvert model to ensure no additional backwater is caused upstream of the site, without approval of city and impacted property owners.

x. Sidewalk Replacement/ ADA Ramp Modification

1. Where noted in the scope of services matrix, sidewalk and ramp replacement may be warranted. In most cases, existing sidewalk will be replaced to match existing grades and detailed spot grading will be excluded from this scope of services. The following amounts of sidewalk and ramps are assumed to be included in the design effort:

   a. 5th and Porter – Approximately 180 feet of sidewalk including 4 ADA ramps.

   b. East Town- Up to eight (8) sidewalk ramps are included in the site. Sidewalk that is impacted will be replaced to match existing grades and will not require detailed grading information in the plans.

xi. Sanitary Sewer Relocation

1. Olsson will prepare utility relocation for impacted gravity sanitary sewer lines where feasible. Relocation plans shall consist of a proposed plan alignment and profile as per City of Joplin Standard Specifications and Details. The length for relocation services is estimated to be limited to site boundaries for each improvement area. Relocations outside of the site limits due to pipe slope grades or system improvements shall be considered additional services.

2. Sanitary sewer relocations are shown as optional services and will only be utilized if warranted by the selected alternative.

3. The follow are assumptions for the estimated length of relocation that may be required with this scope of services:

a. 26th Street: Approximately 850 feet of sewer relocation within site limits, if required.

b. 5th and Porter: Approximately 600 feet of relocation within site limits, if required.

c. Texas Avenue: Approximately 1900 feet of sewer relocation may be required depending on the alignment that is selected for the proposed storm sewer system. It is assumed that drop structures will be feasible on the Texas Avenue trunk line and additional modifications to branch lines will not be required.

xii. Environmental and Permitting Services

1. Wetland Delineation and Stream Assessment and Preliminary Jurisdictional Evaluation

a. Olsson will complete a wetland delineation and stream assessment at the proposed site. Olsson will follow the methods described in the U.S. Army Corps of Engineers (Corps) Wetland Delineation Manual (January 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountain and Piedmont Region (Version 2.0) (April 2012).

b. Desktop Review. The first step of the wetland delineation and stream assessment consists of a desktop review of available databases to determine areas within the project study area that may have potential wetlands or other waters of the U.S. This review will include accessing information from the National Hydrography Dataset (NHD), National Wetland Inventory (NWI), U.S. Geological Survey (USGS) 7.5 minute topographic maps, Natural Resources Conservation Service (NRCS) soil data, and current and historical aerial imagery.

c. Wetlands (WETS) Table Analysis for Agricultural Lands. Using the methodology described in the U.S. Department of Agriculture (USDA) Part 650-Engineering Field Handbook, Olsson will complete WETS Tables to determine if the area had a normal amount of precipitation for a given year. Once years with normal precipitation are determined, Olsson will review historic National Agricultural Imagery Program (NAIP) aerials to determine if signatures of wetlands are present in those years.

d. Site Visit. Following the desktop review, a site visit will be conducted to field verify the presence or absence of wetlands, streams, and other waters of the U.S. identified during the desktop review. The site visit will be conducted by traversing the project study area to identify wetland characteristics including; hydrophytic vegetation, hydric soils, and wetland hydrology. Wetland, streams, and/or other waters of the U.S. boundaries will be delineated using sub-meter accuracy global positioning system (GPS) units. Midwest Region data forms will be filled out. Photographs documenting site conditions, including wetlands, streams, and other waters of the U.S., will be taken. Agricultural areas require additional sample points primarily to document soil conditions. Transects will be developed through areas of potential farmed wetlands.

e. DELIVERABLE

i. Report. Upon completion of the site visit a report documenting the findings of the wetland delineation and stream assessment will be prepared detailing the presence

or absence of wetlands, streams, and other waters of the U.S. within the project study area. The wetland delineation and stream assessment report will include a narrative of how the wetland delineation and stream assessment was conducted and a summary of the results of the wetland delineation and stream assessment. Figures documenting information gathered during the desktop review and figures showing wetland, streams, and other waters of the U.S. boundaries, sample point locations, and photo point locations will be included. The report will also include a description of Olsson's opinion of whether the wetlands, streams, and other waters of the U.S. are jurisdictional.

f. ASSUMPTIONS

i. Client will provide: General Project Location Map and Project Study Area Access and Landowner Permission

ii. Not included in the scope: Site Visits with the Corps

2. Nationwide Permit

a. Olsson will submit a Clean Water Act, Section 404, nationwide permit notification to the U.S. Army Corps of Engineers (USACE) for the project site. Nationwide permits are general department of army (DA) permits that meet a set of nationwide standards that have minimal individual and cumulative environmental impacts. Nationwide permits are required when jurisdictional aquatic impacts occur related to a project. Olsson will follow the Clean Water Act regulations (33 CFR Parts 320-332) and Section 404(b)(1) Guidelines (40 CFR Part 230). Nationwide permits include a description of the Project, aquatic impacts, threatened and endangered species (desktop evaluation), and cultural resources (desktop evaluation). Following completion of the permit, Olsson will submit the permit request to the USACE for permit issuance. Olsson will follow-up with additional USACE requests within the limitation of the assumptions outlined below.

b. Not included in the scope:

i. Site Visits with the Corps

ii. Agency or Client Meetings, Other Than Phone Call Discussions

iii. Changes in Project Design or Location Requiring Changes to the Report

iv. On-Site Habitat or Threatened and Endangered Species Evaluations

v. On-Site Cultural Resources Study or Evaluation

vi. Permittee Responsible Mitigation Plan and Monitoring

b. Structural Engineering Services

i. Olsson will assist our H&H designers for the layout and design of stormwater improvements on the project sites as listed below. Olsson will make use of standard structural designs (City/APWA/MoDOT, where appropriate) and prepare structural detail drawings. Precast concrete structures (designed by others) will be specified where they provide value to the Owner. Where custom stormwater structures are needed, Olsson will provide custom structural designs and details which may include; cast-in-place culvert construction, RCB bends/transition

structures, headwalls, wingwalls, and CRCE encasement details for structural conflicts.

1. 12th Street & Wall – Approx. 350 LF of RCB Structure Repair or Replacement with upstream wingwalls and downstream junction. Olsson will provide a preliminary engineering study for this project to assess the structural health of the existing box culvert. This study will review the TV camera inspection provided by others, and develop recommendations based on the visual appearance, concrete core sampling (conducted by Olsson), as-built plans (if available), and past inspection reports. Recommendations may include repair or replacement (up to 2 conceptual new alignments). It is assumed that up to four concrete core samples will be collected in the walls at the accessible location near the south end of the structure.

2. 5th Street & Porter Ave – Shallow RCB structural replacement under sidewalk and street (Approx 200 LF with special lid design) with upstream wingwall unit/90 degree bend, diagonal bend under intersection, and downstream junction

3. 26th Street Twin Culverts – New culvert under 26th Street. Assumed precast barrel specified and CIP end sections/wingwalls.

4. Texas Ave – Upstream custom wingwalls, transition structure, and a custom stormwater inlet detail. Assumed to be mostly standard round pipe.

5. 9th & St. Louis – Two new culverts under St. Louis and Connecticut Streets. Assumed to have precast barrels specified and CIP end sections/wingwalls. It is assumed the CIP end sections/wingwalls will be identical so that one set of details may be used.

6. East Town – One outlet structure/wingwall and four new culvert street crossings. It is assumed these street crossings will have precast barrels specified and CIP end sections/wingwalls. It is assumed the CIP end sections/wingwalls will have two sizes for the four structures such that two sets of details may be used.

7. Ten Pin Lane – Assumed to be standard round pipe (custom structural work excluded)

8. 17th and Annie Baxter Avenue – Assumed to be open channel improvements (custom structural work excluded).

9. Massachusetts & Murphy – Custom structural work excluded.

c. Geotechnical Engineering Services

i. Drilling Services (17th and Annie Baxter, East Town, 9th and St. Louis, Massachusetts and Murphy, Ten Pin Lane, 26th Street Culvert, & 5th and Porter)

1. Coordination and General Notes

a. Olsson to contact Missouri One Call to locate underground utilities. To ensure the safety of the crew on site, Owner must inform Olsson of the location of all private utilities and private utility service connections. The cost of locating private utility lines and private service connections is the Owner's responsibility. Olsson is not responsible or liable for damage to any private utilities or private service connections.

b. All boring locations must be readily accessible. We understand the borings will be completed after the demolition of the existing structure. Any fees resulting from the use of clearing operations to achieve access to boring locations is Owner's responsibility and

not included in this scope of work. Olsson cannot perform field work until access to boring locations is satisfactory to Olsson.

c. Drilling equipment may cause disturbance to natural surroundings including but not limited to soil indentations, concrete cracking, and damage to underground sprinkler systems. Olsson will not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. The Owner accepts full responsibility for site disturbance.

2. Field Exploration

   a. We propose to use a truck-mounted drill rig to complete the following borings for the geotechnical exploration for the following structures:

   b. Up to Two (2) borings to depths of up to 20 feet each; The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 40 linear feet.

   c. Thin-walled samples shall be collected from the soil test borings.

   d. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.

   e. After obtaining groundwater level readings, we will backfill the borings with soil cuttings.

3. Laboratory Services

   a. At our laboratory, unconfined compressive strength, moisture content, and in-place unit weight tests will be performed on representative portions of selected Shelby tube samples. Moisture content tests will be performed on all samples. Atterberg limits tests will also be performed upon representative samples of typical subsurface conditions encountered across this site. Potentially, a triaxial sheer test may be performed.

4. Retaining Wall Design

   a. In addition to drilling and lab testing, we propose to design a single gravity or reinforced modular block retaining wall at the site. From the information above and the information that has been provided, Olsson will perform the following services:

   b. Design of the retaining wall/s in accordance with NCMA design guidelines.

   c. Global Stability Analysis on the critical wall section

   d. Preparation of design calculations

   e. Preparation of construction documents, plans and design notes

5. Slope Stability Analysis (9th and St. Louis)

   a. In addition to drilling, lab and retaining wall design, we understand construction near the railroad alignment may be necessary at the 9th and St. Louis site Based on the results of the borings and the laboratory testing, we will evaluate the global stability of the existing and proposed slopes using the Slope/W computer program.

b. The results of our analyses will be presented in a geotechnical engineering letter report. The letter will include a boring location plan, computer-generated boring logs, results of the laboratory testing program and a description of the subsurface conditions encountered onsite. In addition, the letter will present our geotechnical opinions regarding the stability analysis.

d. ROW and Easement Descriptions:

i. One Easement document consists of a description and a sketch. The preparation of easement documents will be prepared, as necessary. Olsson's estimated fee for preparation of these documents will be $500.00 per easement document and will be billed based on standard hourly rates. Olsson has assumed 51 easement documents, as broken out per project site, in the information listed below:

1. 17th and Annie Baxter, 6
2. East Town, 6
3. 9th and St Louis, 2
4. 12th and Wall, 7
5. Mass and Murphy, 0
6. Ten Pin Lane, 7
7. Texas Avenue, 12
8. 26th Street, 4
9. 5th and Porter, 7

Exhibit B: Scope of Services Matrix

Project Number: 023-00749

Project Name: Joplin Stormwater Projects 2023

Date: 6/6/2023

	Project Site								
Scope Items	17th and Annie Baxter	East Town	9th and St louis	12th and Wall	Massachusetts and Murphy	Ten Pin Lane	Texas Avenue	26th Street Culvert	5th and Porter
Basic Services***									
Hydrologic Evaluation					NO				
Storm Sewer Design			NO		NO			NO	
Culvert Hydraulics	NO				NO	NO	NO		
Channel Design				NO			NO		
Beautification Opportunity (Landscape Architecture)				NO			NO	NO	
Native Plantings	NO	NO		NO		NO	NO	NO	NO
Water Quality BMP	NO	NO	NO	NO		NO	NO	NO	NO
Bank Stabilization	NO	NO		NO		NO	NO	NO	NO
Roadway Profile Adjustment	NO	NO	NO	NO	NO	NO	NO	OPTIONAL	NO
Sidewalk Replacement/ ADA Ramps	NO		NO	NO	NO	NO	NO	NO	
Sanitary Sewer Relocation	No, Avoid	No, Avoid	No, Avoid	No, Avoid	No, Avoid	No, Avoid	OPTIONAL	OPTIONAL	OPTIONAL
Jurisdictional Determination				NO		NO	NO		
404/401 Permitting	OPTIONAL			NO	NO	NO	NO	OPTIONAL	NO
Floodplain Development Permit	No		NO	NO		NO	NO	OPTIONAL	NO
Structural Box Culvert Design	No	OPTIONAL	NO		NO	NO	NO	NO	
Structural Inlet Detail	No	NO	NO		NO	NO	OPTIONAL	NO	
Structural Wingwall Detail	No	OPTIONAL	OPTIONAL	NO	NO	NO	OPTIONAL		
Geotechnical Wall Design	OPTIONAL	OPTIONAL	OPTIONAL	NO	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL
Geotechnical Slope Design	No	NO	OPTIONAL	NO	NO	NO	NO	NO	NO
Right-of-Way Negotiations	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL
Appraisals	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL	OPTIONAL
Construction Administration									
Resident Project Representative									
Inspection/Testing									

***Include Basic services referenced in agreement.

Not to Exceed Engineering Fees	17th and Annie Baxter	East Town	9th and St louis	12th and Wall	Massachusetts and Murphy	Ten Pin Lane	Texas Avenue	26th Street Culvert	5th and Porter
Base Services (not including Optionals)	$ 214,500	$ 360,200	$ 182,400	$ 167,900	$ 219,800	$ 202,900	$ 336,800	$ 157,200	$ 233,800
Optional Services)	$ 37,300	$ 54,500	$ 37,400	$ 28,500	$ 7,600	$ 40,300	$ 88,900	$ 59,500	$ 107,400
Total	$ 251,800	$ 414,700	$ 219,800	$ 196,400	$ 227,400	$ 243,200	$ 425,700	$ 216,700	$ 341,200

olsson

General Infrastructure

LABOR RATE BILLING SCHEDULE 2023

LABOR RATES

Description	Range
Principal/Senior Professional	175 - 280
Project Manager.....	140 - 265
Project Professional.....	130 - 180
Associate Professional	115 - 135
Assistant Professional.....	85 - 130
Designer	110 - 160
CAD Operator	45 - 125
*Surveyor	65 - 150
*Survey Crew.....	130 - 175
*Construction Services.....	50 - 240
Administrative/Clerical.....	45 - 110

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule. Special rates include but are not limited to Power Delivery, Survey, Field Operations, Special Inspection, Construction Observation, Geotechnical, Non-Destructive Testing, Drilling, Executive Staff.
2. Rates subject to change based upon updates to Billing Rates for upcoming year.

*Not inclusive of all services. Refer to Note 1.

COUNCIL BILL NO. 2024-161 **ORDINANCE NO.**

AN ORDINANCE approving Amendment #1 to Work Authorization with Olsson dated June 22, 2023 in the amount Four Hundred Thirty-Eight Thousand Two Hundred and 00/100 Dollars ($438,200.00) for Construction Administration services for the ARPA Stormwater Grant Project and authorizing the City 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 Amendment #1 with Olsson, in the not to exceed amount of Four Hundred Thirty-Eight Thousand Two Hundred and 00/100 Dollars ($438,200.00) for Construction Administration services for the ARPA Stormwater Grant Project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, adoption of this Council Bill on an emergency basis allows the additional expenditures relating to construction to be grant funded, considering the funding deadline.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2024-161 **ORDINANCE NO.**

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-162 Authorization for payment between the City of Joplin and United States Army Corps of Engineers for the ARPA Stormwater Project's 404 Permit Impact Credits; and containing an emergency clause.

MEETING DATE
December 2nd, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-162; Nationwide Permit No. SWL 2024-00223.

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

SUMMARY
This Council Bill authorizes the City to approve a payment to the United States Army Corps of Engineers in the amount of One Hundred Three Thousand Three Hundred Six and 80/100 Dollars ($103,306.80) for the associated Impact Credits fee for the ARPA Stormwater Grant Project.

BACKGROUND
On May 16, 2022, the Missouri Department of Natural Resources (MDNR) published a grant availability notification as part of Congress' American Rescue Plan Act (ARPA) funding from the federal government. City staff identified a project for the grant, then on June 6, 2022, Council approved Resolution No. 2022-009, authorizing City staff to apply for a stormwater grant. In mid-November of 2022, MDNR issued notifications to grant recipients, notifying the City that its grant application was chosen for funding.

As part of this project, improvements will be made to a stream underneath the jurisdiction of the United States Army Corps of Engineers. The associated permit, "USACE 404 Permit" has been triggered as part of the development resulting in an Impact Fee. It is proposed that the City will utilize ARPA money allocated to this project to help cover the cost of the Impact Fee. All ARPA funds must be obligated to a project by December 31, 2024, and spent by June 30th, 2026.

FUNDING SOURCE
This item is included in the FY 2025 Budget in the Parks and Stormwater Sales Tax fund and is being partially funded through State ARPA Grant.

RECOMMENDATION
Staff recommends approval of Council Bill 2024-162, approving a payment to the United States Army Corps of Engineers in the amount One Hundred Three Thousand Three Hundred Six and 80/100 Dollars ($103,306.80) for the associated Impact Credits fee for the

ARPA Stormwater Grant Project 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 allows the additional expenditures relating to permitting to be grant funded, considering the funding deadline.

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, LITTLE ROCK DISTRICT
P.O. BOX 867
LITTLE ROCK, AR 72203-0867

November 19, 2024

Regulatory Division

NATIONWIDE PERMIT NO. **SWL 2024-00223**

Mr. Dan Johnson
Director of Public Works
City of Joplin Public Works
Joplin, Missouri 64801

Dear Mr. Johnson:

Please refer to your application dated July 11, 2024, concerning Department of the Army permit requirements pursuant to Section 404 of the Clean Water Act (33 U.S. Code 1344). You requested authorization for work, including the placement of dredged and fill material, in waters of the United States associated with East Town/Cox Avenue Stormwater Improvement Project. The work will include the replacement of a collapsed and undersized culvert under Cox Avenue. The existing ditch will be graded both upstream and downstream and widened to approximately 8 feet wide to accommodate the new block wall and concrete base. The channel will be lined with 6 inches of concrete upstream and downstream of the culvert. Installation of a 73-foot-long by 9-foot-wide by 3-foot-tall reinforced concrete box culvert (RCBC) with a slope of -0. 71 % will take place, as well as construction of a new block retaining wall with a 6-inch concrete base. Up on completion of the Cox Avenue Culvert Project, the East Town Stormwater Improvements will proceed with expanding the ditch planting native vegetation adjacent to the channel and placing rip rap in the channel to stabilize it and provide drainage. The bottom of the channel is currently concrete which will be removed. The channel will be widened to 8 feet to accommodate higher flows and prevent flooding. The depth of the rip rap to be placed in the channel will be 12 inches. Permanent erosion control measures, including seeding, sodding, and planting shrubs and trees will also be done once the stream work has been completed. The project is located in an unnamed wetland and unnamed tributary to Joplin Creek, in the NW 1/4 and the NE 1/4 of section 2, T. 27 N., R. 33 W, Joplin, Jasper County, Missouri.

The proposed activities are authorized by 2 Department of the Army Nationwide Permits (NWPs) Nos. **14 & 46** (copies enclosed), provided that the conditions therein, and the following added special conditions, are met. You should become familiar with the conditions and maintain a copy of the permit at the worksite for ready reference. If changes are proposed in the design or location of the facilities, you should submit revised plans to this office for approval before construction of the change begins.

Section 401 water quality certification has been issued with conditions for the referenced NWP by the Missouri Department of Natural Resources, Water Protection Program (copy enclosed). In addition to the specific criteria and conditions of the NWP, you must comply with

the conditions specified in the certification as special conditions to this permit.

Special Conditions:

1. **The clearing of suitable habitat trees and/or snags (typically greater than 3 inches in diameter at breast height that have exfoliating bark, cracks, crevices, and/or hollows) associated with this project must be conducted between November 15th and March 15 to avoid impacts to threatened or endangered bats identified in the Endangered Species Act Section 7 review of the proposed project area. Alternatively, a professional biologist can perform a habitat assessment to ensure that no threatened or endangered bats are present outside of this hibernation period. This assessment must be submitted to the Corps of Engineers Regulatory Division for review, coordination with Federal and state agencies, and approval before tree removal can commence.**

2. **If a previously unknown cultural resource site is encountered during work authorized by this permit, the permittee shall immediately contact the Corps and avoid further impact to the site until assessment by State and Federal cultural resource specialists is complete and the Corps has verified that the requirements of 33 CFR Part 325, Appendix C, and 36 CFR Part 800 have been met. Cultural resource sites include prehistoric and historic archeological sites, and areas or structures of cultural interest that occur in the permit area.**

3. **The permittee shall debit 1,218.96 credits from an approved and operating mitigation bank which services the area as a primary service area, or 1,828.44 credits from an approved and operating mitigation bank which services the area as a secondary service area. This debit shall compensate off-site for unavoidable adverse impacts associated with the proposed project. The permittee shall complete the mitigation bank transaction and provide documentation to the Corps that the transaction occurred prior to commencing any ground-disturbing activity within the permit area.**

Please refer to NWP General Condition No. 12, which stipulates that appropriate erosion and siltation controls be used during construction and all exposed soil be permanently stabilized. Erosion control measures must be implemented during and after construction of the proposed project to comply with this permit condition.

In order to fully comply with the conditions of the NWP, you must submit the enclosed compliance certification within 30 days of completion of the project. This is required pursuant to NWP General Condition No. 30 of the permit.

This permit action is based upon a Corps of Engineers determination that the subject work is within the jurisdiction of the Department of the Army regulatory program, but does not address nor include any consideration for geographic jurisdiction on aquatic resources and shall not be

interpreted as such. You may contact the Little Rock District Regulatory Division if you wish to discuss your options for appealing this determination.

The NWP determination will be valid until March 14, 2026. If NWP No. **14 & 46** is modified, suspended, or revoked during this period, your project may not be authorized unless you have begun or are under contract to begin the project. If work has started or the work is under contract, you would then have twelve (12) months to complete the work.

The authorization of this work by a NWP does not relieve you of complying with other applicable local, state, and Federal laws, nor does it grant any property rights or exclusive privileges.

If you have any questions about this permit or any of its provisions, please contact me at (501) 340-1387 and refer to Permit No. **SWL 2024-00223**.

Please submit your comments or suggestions on our Customer Service Survey: https://regulatory.ops.usace.army.mil/customer-service-survey/

Sincerely,



John Bridgeman
Regulatory Specialist

Enclosures

cc:
US Environmental Protection Agency, Region 7
Missouri Department of Natural Resources
Missouri Department of Conservation
Proj Mgr, Beaver Lake PO
Ch, Regulatory Enf
Pablo Bacon, Regulatory Enf Branch

PERMITTEE COMPLIANCE CERTIFICATION

PERMIT NO.:	**SWL 2024-00223**	**NWP/S NO.:**	**14 & 46**

PERMITTEE NAME: **City of Joplin Public Works c/o Mr. Dan Johnson**

DATE OF ISSUANCE: **November 19, 2024**

PROJECT MANAGER: **John Bridgeman**

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

US Army Corps of Engineers, Little Rock
ATTENTION: CESWL-RD
PO Box 867
Little Rock, Arkansas 72203-0867

Please note that your permitted activity is subject to a compliance inspection by a US Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

DATE WORK COMPLETED: _____

_____ _____

SIGNATURE OF PERMITTEE **DATE**



Action No.: SWL 2024-00223
City of Joplin Public Works
East Town Stormwater Improvement &
Cox Avenue Culvert Project
Jasper County, Missouri
November 2024 **Page 1 of 12**

Cox Ave Culvert lowered flow line w block wall.dwg

GRAVEL DRIVE

REMOVE EXIST. DRIVE 7 SQ. YDS AND REPLACE WITH CURB AND GUTTER

REMOVE EXIST. CURB INLET AND 18" RCP

BRUSH PILE TO BE REMOVED

LTP

CTL 60D

EXIST. ROCK WALL OPEN DRAINAGE APPROX. 120 SQ. YDS TO BE REMOVED AND REPLACED w/ 18' TYP. CONC. BASE DITCH

36" TREE AND (3) STUMPS TO BE REMOVED

GRAPHIC SCALE
0 10 20 40
(IN FEET)
1 INCH = 20 FEET

CTL 60D
970.69
N=337277.72
E=2787105.95

GRADE DITCH @ .24% TO DAYLIGHT ON WEST SIDE TO STA 0+00. WIDEN EXIST. DITCH ON EA. SIDE TO MEET NEW BLOCK WALL & CONC. BASE

EXIST. ROCK WALL / OPEN DRAINAGE TO BE REMOVED AND REPLACED 6" CONC. BASE & BLOCK WALL

REMOVE 18" RCP

REMOVE EXIST.CURB INLET
RIM=973.22
INV OUT=970.35 (18" RCP,W)
2.5'W X 1.5'H BOX SITS UNDER SIDEWALK

REMOVE EXIST. BOX CULVERT

REMOVE & REPLACE APPROX. 160 LF CURB & GUTTER TOTAL

REMOVE & REPLACE APPROX. 240 SQ. YDS EXIST. SIDEWALK AND REPLACE SEE SECTION ST-11

REMOVE TREE AND STUMP IN THIS LOCATION

REMOVE & REPLACE APPROX. 330 SQ. YDS OF ASPHALT WITH CONCRETE PAVEMENT REPAIR REINF. w/ WWF 4x4-W4.0xW4.0 ALSO GRADE CONCRETE TO DRAIN TO EXIST. INLETS TO THE NORTH.

CTL 60D
973.56
N=337248.31
E=2787429.01

CUT EXIST. 12" VCP AND DRAIN THROUGH NEW BLOCK RETAINING WALL

REMOVE EXIST. CURB INLET
RIM=973.17
INV OUT=969.97 (18" RCP,NW)

ENSURE PROPER DRAINAGE IN THIS AREA AFTER DITCH HAS BEEN WIDENED TO MEET NEW WIDENED DITCH

STUMP TO BE REMOVED

REPLACE ANY EXISTING CROSS CUTS IN NEW CONCRETE SIDEWALK

WV

STREET SIGN

STOP SIGN

BURIED UTILITY MARKER

REMOVE EXIST. ADA RAMP AND REPLACE WITH TYPE C ADA RAMP APPROX. 13 SQ. YDS

CTL PIN
980.83
N=337055.64
E=2787260.74

GENERAL NOTES:
1. CONTRACTOR SHALL, AT HIS EXPENSE, SET & MAINTAIN ALL LINE & GRADE STAKES.
2. CONTRACTOR SHALL GRADE ALL EXISTING STREETS, ALLEYS, & DRIVES TO MEET NEW CONST.
3. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS BEFORE BEGINNING NEW CONST.
4. ALL WORK SHALL CONFORM TO THE CITY OF JOPLIN STD SPECS UNLESS OTHERWISE NOTED.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE WORK ZONE SAFETY GUIDELINES OF PART VI OF THE MUTCD & WITH THE BARRICADING SECTION OF THE CITY OF JOPLIN SAFETY MANUAL.
6. ALL PEDESTRIAN FACILITIES SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF THE ADA.
7. CONTRACTOR SHALL, AT HIS EXPENSE, PROVIDE ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
8. CONTRACTOR SHALL, AT HIS EXPENSE, RETAIN THE SERVICES OF A PLS LICENSED IN MISSOURI, WHO SHALL BE RESPONSIBLE FOR RESTORING ANY INCIDENTALLY DAMAGED SURVEY MONUMENTS NOT SCHEDULED FOR REMOVAL AS PART OF CONST PROJECT. CONTRACTOR SHALL NOTIFY THE CITY OF JOPLIN OF ANY MONUMENTS DAMAGED BY ANY OUTSIDE PARTY.

Action No.: SWL 2024-00223
City of Joplin Public Works
East Town Stormwater Improvement &
Cox Avenue Culvert Project
Jasper County, Missouri
November 2024

CITY OF Joplin	CITY OF JOPLIN, MISSOURI PUBLIC WORKS DEPARTMENT DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 00/00	REVISION: PROJECT CHECK	SVYD BY: OLSSON PNT FILE: N/A.TXT SVY DATE: 10/2022 ENGINEER: JOHNSON	ACAD DWG FILE & PATH NAME: STORM SEWER\COX AVENUE SCALE: NTS	DWN BY: PRINGLE CKD BY: JOHNSON APD BY: JOHNSON DATE: 07/2023	PROJECT COX AVENUE BOX CULVERT AND PAVED DITCH IMPROVEMENTS	PLAN NO: 8542 SHEET 2 of 7

NOTE:
THERE WILL BE APPROXIMATELY 475 CU YDS OF CUT.
CITY WILL PROVIDE SOIL TESTING
CONTRACTOR WILL BE RESPONSIBLE FOR
PROPER DISPOSAL OF ANY CONTAMINATED SOILS.

EXISTING 3.5'W x 2.5'H RCP
FL=968.56 (squashed)
MODIFY SO THAT
SQUASHED PIPE DISCHARGES
AT NEW WING WALL
AND GROUT INTO PLACE

PAVED 6" DITCH APPROX.
200 SQ. YDS

SANITARY MH
RIM=970.44
INV IN=962.24 (10" PIPE,E)
INV IN=960.54 (12" PIPE,SE)
INV OUT=960.54 (12" PIPE,NW)

0+00
N=337313.87
E=2787128.64

CTL 60D
970.69
N=337277.72
E=2787105.95

STA: 0+43.70
N=337300.41
E=2787170.22

GRADE DITCH @ .24% TO DAYLIGHT
ON WEST SIDE TO STA 0+00. WIDEN EXIST. DITCH ON
EA. SIDE TO MEET NEW BLOCK WALL & CONC. BASE

EXIST. ROCK WALL / OPEN DRAINAGE
TO BE REMOVED AND REPLACED
6" CONC. BASE & BLOCK WALL

PC: 0+82.06
337288.62
2787206.72

PT: 1+01.22
337283.20
2787225.09

PI: 1+25.70
N=337276.87
E=2787248.75

SANITARY MH
RIM=973.12
INV IN=961.87 (8" PIPE,S)
INV IN=961.87 (12" PIPE,E)
INV OUT=961.87 (12" PIPE,NW)

SANITARY CLEANOUT
TOP=974.48

SANITARY MH
RIM=972.93
INV IN=966.33 (10" PIPE,N)
INV OUT=966.33 (10" PIPE,W)

GRAVEL DRIVE

CURB INLET
RIM=973.12
INV IN=968.62 (E)
INV OUT=968.62 (3.5'W X 2.5'H ELLIPTICAL PIPE,SW)

STORM MH RIM=972.95
CONVERT TO TYPE C INLET
INV IN=968.65 (30" RCP,N)
INV OUT=968.65 (3.5'W X 2.5'H ELLIPTICAL PIPE,W)

REMOVE EXIST. DRIVE 7 SQ. YDS AND
REPLACE WITH CURB AND GUTTER

INSTALL 45' OF NEW
RAILING IN THESE
LOCATIONS SEE
HANDRAIL
DETAIL ST-12

73.00' 108" X 36" RCBC SLOPE -0.71%

73.00' 108" X 36" RCBC SLOPE -0.71%

6" PAVED DITCH BOTTOM
APPROX. 215 SQ. YDS

STA: 2+78.22
N=337253.60
E=2787397.76

PT: 2+33.03
337250.80
2787352.75

PI: 3+35.21
337260.15
2787454.38

60D
973.56
N=337248.31
E=2787429.01

PC: 2+17.06
337253.27
2787337.00

PC: 2+37.06
337250.61
2787356.78

PT: 2+58.83
337251.33
2787378.51

SANITARY MH
RIM=975.44
INV IN=963.99 (E)
INV OUT=963.99 (12" PIPE,W)

SANITARY MH
RIM=973.68
INV IN=962.23 (W)
INV OUT=962.23 (8" PIPE,N)

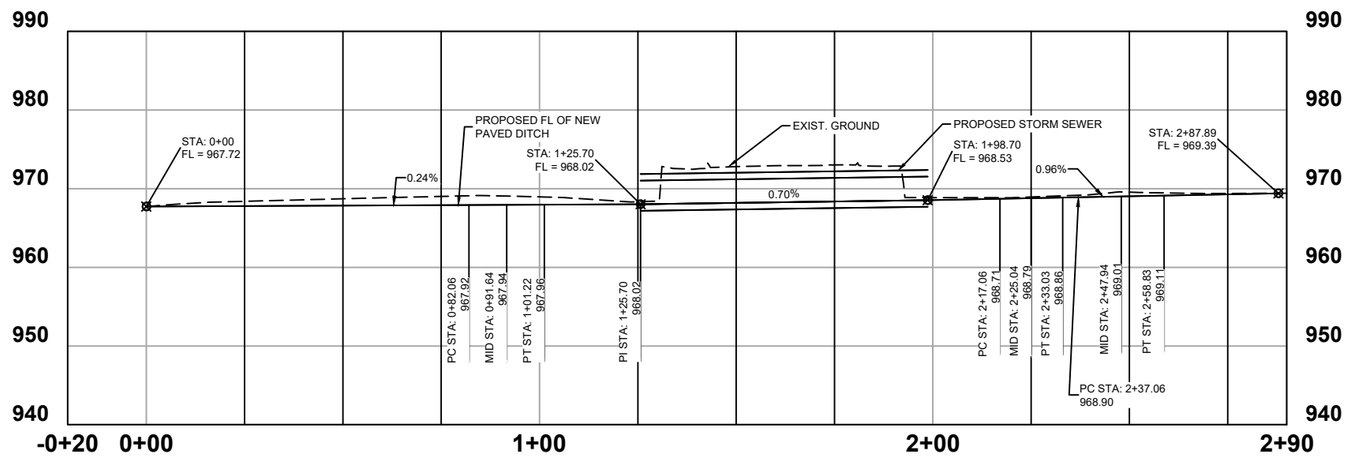
GENERAL NOTES:
1. CONTRACTOR SHALL, AT HIS EXPENSE, SET & MAINTAIN ALL LINE & GRADE STAKES.
2. CONTRACTOR SHALL GRADE ALL EXISTING STREETS, ALLEYS, & DRIVES TO MEET NEW CONST.
3. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS BEFORE BEGINNING NEW CONST.
4. ALL WORK SHALL CONFORM TO THE CITY OF JOPLIN STD SPECS UNLESS OTHERWISE NOTED.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE WORK ZONE SAFETY GUIDELINES OF PART VI OF THE MUTCD & WITH THE BARRICADING SECTION OF THE CITY OF JOPLIN SAFETY MANUAL.
6. ALL PEDESTRIAN FACILITIES SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF THE ADA.
7. CONTRACTOR SHALL, AT HIS EXPENSE, PROVIDE ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
8. CONTRACTOR SHALL, AT HIS EXPENSE, RETAIN THE SERVICES OF A PLS LICENSED IN MISSOURI, WHO SHALL BE RESPONSIBLE FOR RESTORING ANY INCIDENTALLY DAMAGED SURVEY MONUMENTS NOT SCHEDULED FOR REMOVAL AS PART OF CONST PROJECT. CONTRACTOR SHALL NOTIFY THE CITY OF JOPLIN OF ANY MONUMENTS DAMAGED BY ANY OUTSIDE PARTY.

N

0 10 20 40
(IN FEET)
1 INCH = 20 FEET

ALIGNMENT CURVES

CURVE ID #	STATION RANGE	START COORD.	END COORD.	RADIUS (FT)	LENGTH (FT)	DELTA	CHORD BEARING	CHORD LENGTH (FT)
C1	0+82.06 1+01.22	N: 337288.62 E: 2787206.72	N: 337283.20 E: 2787225.09	372.69	19.16	002°56'43"	S73°33'07"E	19.16
C2	2+17.06 2+33.03	N: 337253.27 E: 2787337.00	N: 337250.80 E: 2787352.75	75.17	15.97	012°10'22"	S81°06'40"E	15.94
C3	2+37.06 2+58.83	N: 337250.61 E: 2787356.78	N: 337251.33 E: 2787378.51	132.20	21.77	009°26'01"	N88°05'09"E	21.74



Action No.: SWL 2024-00223
City of Joplin Public Works
East Town Stormwater Improvement &
Cox Avenue Culvert Project
Jasper County, Missouri
November 2024 **Page 3 of 12**

Cox Ave Culvert lowered flow line w block wall.dwg

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

ADDRESS: 602 S MAIN ST 64801
PH NO: 417-624-0820 EXT 530
FAX NO: 417-625-4738
E-MAIL: DJOHNSO1@JOPLINMO.ORG

REV DATE:	REVISION:
00/2023	PROJECT CHECK

SVYD BY: OLSSON
PNT FILE: N/A.TXT
SVY DATE: 10/2022
ENGINEER: JOHNSON

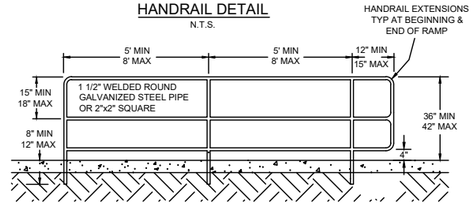
ACAD DWG FILE & PATH NAME: STORM SEWER\COX AVENUE
SCALE: HORZ: 1" = 20' VERT: 1" = 10'

DWN BY: PRINGLE
CKD BY: JOHNSON
APD BY: JOHNSON
DATE: 07/2023

PROJECT
COX AVENUE BOX CULVERT
AND PAVED DITCH IMPROVEMENTS

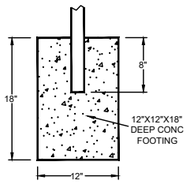
PLAN NO: 8542
SHEET
3 of 7

HANDRAIL DETAIL
N.T.S.

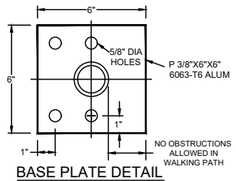


SEE MODOT STD. 608.20E FOR ADDITIONAL DETAILS

SET POSTS 8" DEEP IN CONC WALL OR FOOTING OR 12" DEEP IF ATTACHED W/ BASE PLATES



CONC FOOTING DETAIL
N.T.S.



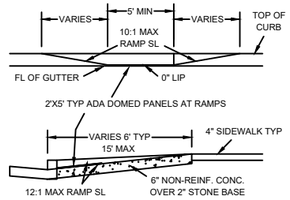
BASE PLATE DETAIL
N.T.S.

GENERAL NOTES:
1. BASEPLATES SHALL BE ALUMINUM ALLOY 6061-T6 OR 6063-T6.
2. BASEPLATE BOLTS SHALL BE 5/8" X 1 1/2" LONG.
3. IF PRE-MANUFACTURED HANDRAIL COMPONENTS ARE TO BE USED, PRIOR APPROVAL IS REQUIRED.
4. ALL JOINTS SHALL BE CONTINUOUS WELDED.

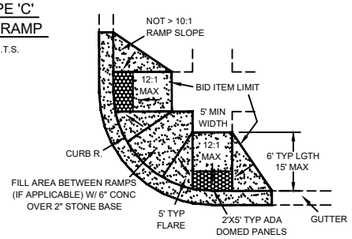
ST-12

CITY OF JOPLIN, MO	CKD BY: JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE: 4/2019	HANDRAIL DETAIL
ENGINEERING DIVISION	ENGINEER: HERTZBERG	
602 S MAIN ST 64801	FILE: HANDRAIL	

NOTES:
1. ALL GUTTER CONST IN FRONT OF RAMP & ALL C&G IN RAMP TRANSITIONS SHALL BE INCLUDE IN THE BID PRICE OF THE C&G.
2. BID PRICE (PAID BY SY) FOR ALL RAMPS SHALL INCLUDE ALL EXCAVATION, LABOR, & MATERIALS REQUIRED TO CONST RAMP (THIS INCLUDES TRUNCATED DOMES).
3. ALL POURED CONC SHALL BE CLASS 'B' FIBER REINFORCED.
4. RAMPS SHALL NOT EXCEED 30" VERTICALLY WITHOUT 5' X 5' LANDING.



TYPE 'C' ADA RAMP
N.T.S.



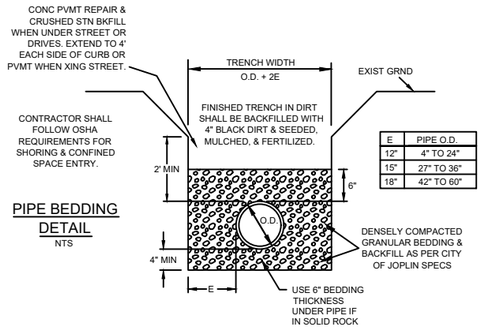
ST-16

CITY OF JOPLIN, MO	CKD BY: JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE: 10/2021	TYPE 'C' ADA RAMP
ENGINEERING DIVISION	ENGINEER: HERTZBERG	
602 S MAIN ST 64801	FILE: TYPECADARAMP	

Cox Ave Culvert lowered flow line w block wall.dwg

Action No.: SWL 2024-00223
City of Joplin Public Works
East Town Stormwater Improvement & Cox Avenue Culvert Project
Jasper County, Missouri
November 2024

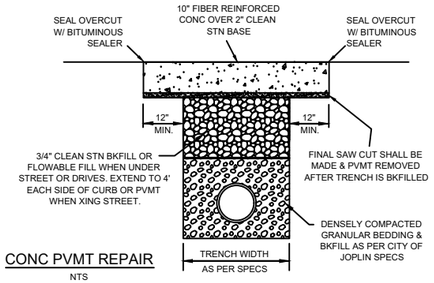
CITY OF JOPLIN, MISSOURI PUBLIC WORKS DEPARTMENT DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 00/00	REVISION: PROJECT CHECK	SVYD BY: OLSSON PNT FILE: N/A.TXT SVY DATE: 10/2022 ENGINEER: JOHNSON	ACAD DWG FILE & PATH NAME: STORM SEWER\COX AVENUE SCALE: NTS	DWN BY: PRINGLE CKD BY: JOHNSON APD BY: JOHNSON DATE: 07/2023	PROJECT COX AVENUE BOX CULVERT AND PAVED DITCH IMPROVEMENTS	PLAN NO: 8542 SHEET 4 of 7



PIPE BEDDING DETAIL
NTS

SAN-01

CITY OF JOPLIN, MO	CKD BY: JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE: 12/2020	PIPE BEDDING DETAIL
ENGINEERING DIVISION	ENGINEER: HERTZBERG	
602 S MAIN ST 64801	FILE: BEDDET	

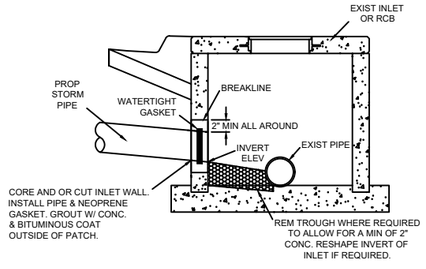


CONC PVMT REPAIR
NTS

NOTES:
1. BLACK DYE PER CITY OF JOPLIN SPECIFICATIONS 1700.3.12

SAN-05

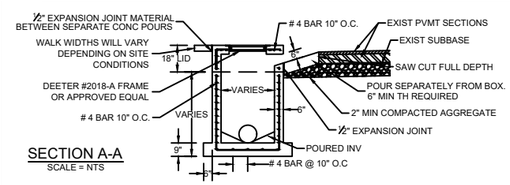
CITY OF JOPLIN, MO	CKD BY: JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE: 2/2019	CONC PVMT REPAIR
ENGINEERING DIVISION	ENGINEER: HERTZBERG	
602 S MAIN ST 64801	FILE: PVMTREPR	



EXIST INLET OR RCB CONNECTION
N.T.S.

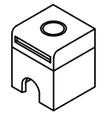
STM-01

CITY OF JOPLIN, MO	CKD BY: JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE: 10/2021	EXIST INLET OR RCB CONNECTION
ENGINEERING DIVISION	ENGINEER: HERTZBERG	
602 S MAIN ST 64801	FILE: INLETTAP	

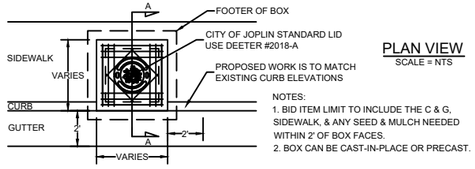


SECTION A-A
SCALE = NTS

TYPE 'C' CURB INLET
N.T.S.



INLET NOTES:
1. BOTTOM OF INLET SHALL BE 9" TH WITH #4 REBAR SPACED 10" OC BOTH WAYS.
2. FLOOR OF INLET SHALL BE SHAPED WITH INVERT TO PROVIDE SMOOTH FLOW.
3. STEPS ARE NOT ALLOWED.
4. BEVEL ALL EXPOSED EDGES WITH 3/4" CHAMFER OR 1/2" TOOLED EDGE.
5. THE SUM OF "L" & "W" SHALL NOT EXCEED 14' WITHOUT SPECIAL DESIGN.
6. ALL GUTTER CONSTRUCTED IN FRONT OF INLET, ALL C&G IN CURB REPAIRS OR REPLACEMENTS & ALL SIDEWALK CONST AROUND INLET SHALL BE INCLUDED IN THE BID PRICE OF THE INLET.
7. SAW CUT & REPL AN EXTRA 2' OF CURB ON BOTH SIDES WHEN CONST IN EXIST CURB.
8. ALL POURED CONCRETE SHALL BE CLASS 'B'.
9. EDGE OF BOX SHALL BE A MINIMUM OF 15' FROM CURB RADIUS PC.
10. BEDDING SHALL BE IN ACCORDANCE WITH CITY OF JOPLIN STANDARD SPECIFICATIONS SECTION 4400.3.4



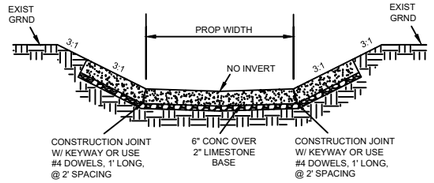
PLAN VIEW
SCALE = NTS

NOTES:
1. BID ITEM LIMIT TO INCLUDE THE C & G, SIDEWALK, & ANY SEED & MULCH NEEDED WITHIN 2' OF BOX FACES.
2. BOX CAN BE CAST-IN-PLACE OR PRECAST.

STM-03

CITY OF JOPLIN, MO	CKD BY: JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE: 10/2021	TYPE 'C' CURB INLET
ENGINEERING DIVISION	ENGINEER: HERTZBERG	
602 S MAIN ST 64801	FILE: TYPECCB	

DETAIL NOT USED

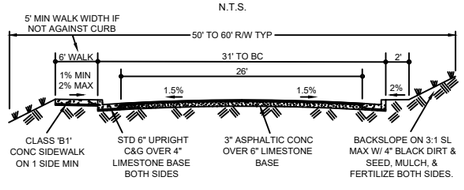


CONSTRUCT 6" X 18" CONCRETE TOE WALL AT START & END OF DITCH & ALSO EVERY 100'

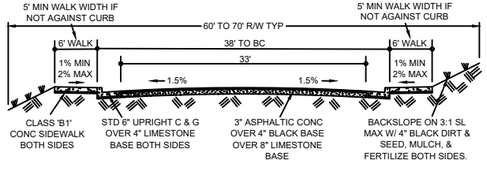
STM-07

CITY OF JOPLIN, MO	CKD BY: JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE: 2/2019	CONC DITCH W/ INVERT
ENGINEERING DIVISION	ENGINEER: HERTZBERG	
602 S MAIN ST 64801	FILE: CONCDITCH	

TYPICAL SECTION
2 LANE W/ NO BIKE LANES
N.T.S.



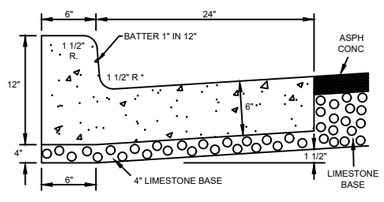
TYPICAL SECTION
3 LANE COLLECTOR W/ NO BIKE LANES
N.T.S.



ST-02

CITY OF JOPLIN, MO	CKD BY: JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE: 10/2020	TYPICAL SECTIONS 2 & 3 LANE STREETS
ENGINEERING DIVISION	ENGINEER: HERTZBERG	
602 S MAIN ST 64801	FILE: ARTERIALTYP1	

* = OPTIONAL WITH APPROVAL BY CITY ENGINEER.

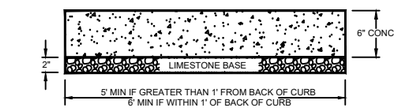


NOTES:
1. CONSTRUCT EXPANSION JOINTS AT THE START & END OF CURB INLETS.
2. CONSTRUCT CONTRACTION JOINTS EVERY 12.5' MAXIMUM.
3. JOINT MATERIAL TO EXTEND THRU C & G, FRONT TO BACK, & NEATLY TRIMMED TO MATCH CONC SURFACE.
4. FLOAT GROUT TO SURFACE ON EXPOSED SURFACES.
5. ALL POURED CONCRETE SHALL BE CLASS 'B' WITH FIBER REINFORCEMENT.

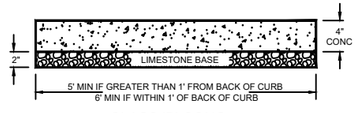
STD UPRIGHT C & G
N.T.S.

ST-04

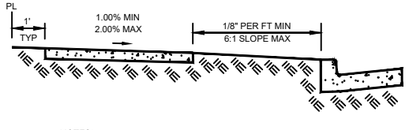
CITY OF JOPLIN, MO	CKD BY: JOHNSON	PROJECT
PUBLIC WORKS DEPT	DATE: 12/2020	STD UPRIGHT CURB & GUTTER
ENGINEERING DIVISION	ENGINEER: HERTZBERG	
602 S MAIN ST 64801	FILE: CURBDET	



CLASS 'A' CONC SIDEWALK
NTS



CLASS 'B' CONC SIDEWALK
NTS



NOTES:
1. CONSTRUCT EXPANSION JOINTS AT CURB INLETS.
2. CONSTRUCT CONTRACTION JOINTS EVERY 10' MAXIMUM.
3. USE CLASS 'B1' CONCRETE.
4. REINFORCEMENT IS OPTIONAL.
5. CROSS SLOPE OF WALK & DIRT BACKSLOPE CAN SLOPE AWAY FROM CURB IN FILL.

CITY OF JOPLIN, MO	CKD BY: JO
PUBLIC WORKS DEPT	DATE:
ENGINEERING DIVISION	ENGINEER: HERTZ
602 S MAIN ST 64801	FILE: ST

Action No.: SWL 2024-00223
City of Joplin Public Works
East Town Stormwater Improvement &
Cox Avenue Culvert Project
Jasper County, Missouri
November 2024 Page 5 of 12

Cox Ave Culvert lowered flow line w block wall.dwg

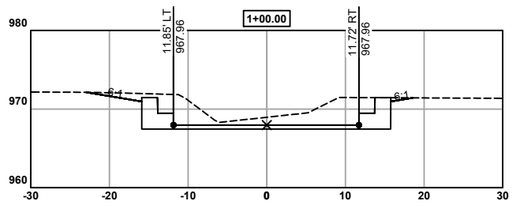
CITY OF JOPLIN, MISSOURI	ADDRESS: 602 S MAIN ST 64801	REV DATE:	REVISION:	SVYD BY: OLSSON	ACAD DWG FILE & PATH NAME: STORM SEWER\COX AVENUE	DWN BY: PRINGLE
PUBLIC WORKS DEPARTMENT	PH NO: 417-624-0820 EXT 1530	00/00	PROJECT CHECK	PNT FILE: N/A.TXT		CKD BY: JOHNSON
DIVISION OF ENGINEERING	FAX NO: 417-625-4738			SVY DATE: 10/2022	SCALE: NTS	APD BY: JOHNSON
	E-MAIL: DJOHNSO1@JOPLINMO.ORG			ENGINEER: JOHNSON		DATE: 07/2023

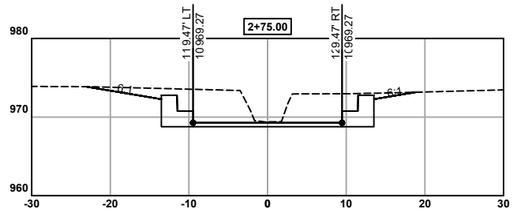
COX AVENUE BOX CULVERT AND PAVED DITCH IMPROVEMENTS

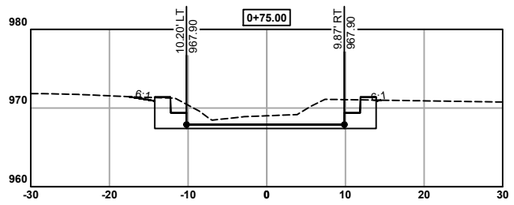
SHEET 5 of 7

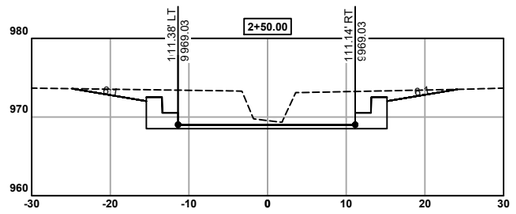
GENERAL NOTES:

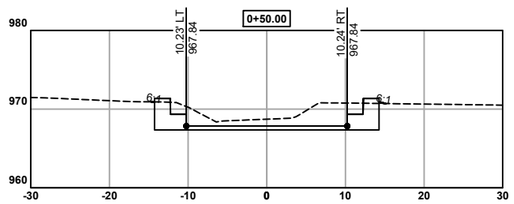
1. CONTRACTOR SHALL, AT HIS EXPENSE, SET & MAINTAIN ALL LINE & GRADE STAKES.
2. CONTRACTOR SHALL GRADE ALL EXISTING STREETS, ALLEYS, & DRIVES TO MEET NEW CONST.
3. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS BEFORE BEGINNING NEW CONST.
4. ALL WORK SHALL CONFORM TO THE CITY OF JOPLIN STD SPECS UNLESS OTHERWISE NOTED.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE WORK ZONE SAFETY GUIDELINES OF PART VI OF THE MUTCD & WITH THE BARRICADING SECTION OF THE CITY OF JOPLIN SAFETY MANUAL.
6. ALL PEDESTRIAN FACILITIES SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF THE ADA.
7. CONTRACTOR SHALL, AT HIS EXPENSE, PROVIDE ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
8. CONTRACTOR SHALL, AT HIS EXPENSE, RETAIN THE SERVICES OF A PLS LICENSED IN MISSOURI, WHO SHALL BE RESPONSIBLE FOR RESTORING ANY INCIDENTALLY DAMAGED SURVEY MONUMENTS NOT SCHEDULED FOR REMOVAL AS PART OF CONST PROJECT. CONTRACTOR SHALL NOTIFY THE CITY OF JOPLIN OF ANY MONUMENTS DAMAGED BY ANY OUTSIDE PARTY.

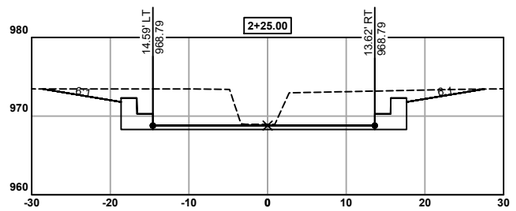












Action No.: SWL 2024-00223
City of Joplin Public Works
East Town Stormwater Improvement &
Cox Avenue Culvert Project
Jasper County, Missouri
November 2024 **Page 6 of 12**

Cox Ave Culvert lowered flow line w block wall.dwg

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

ADDRESS: 602 S MAIN ST 64801
PH NO: 417-624-0820 EXT 1530
FAX NO: 417-625-4738
E-MAIL: DJOHNSO1@JOPLINMO.ORG

REV DATE:	REVISION:
00/00	PROJECT CHECK

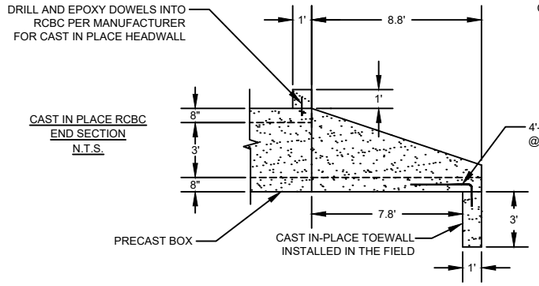
SVYD BY: OLSSON
PNT FILE: N/A.TXT
SVY DATE: 10/2022
ENGINEER: JOHNSON

ACAD DWG FILE & PATH NAME: STORM SEWER\COX AVENUE
SCALE: NTS

DWN BY: PRINGLE
CKD BY: JOHNSON
APD BY: JOHNSON
DATE: 07/2023

PROJECT
COX AVENUE BOX CULVERT
AND PAVED DITCH IMPROVEMENTS

PLAN NO: 8542
SHEET
6 of 7

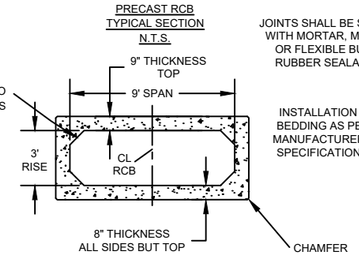


CAST IN PLACE RCBC END SECTION
N.T.S.

CONC TO BE 5000 PSI

TYPICAL LAYING LENGTH OF 6' JOINTS

REINFORCEMENT VARIES AS TO MANUFACTURER

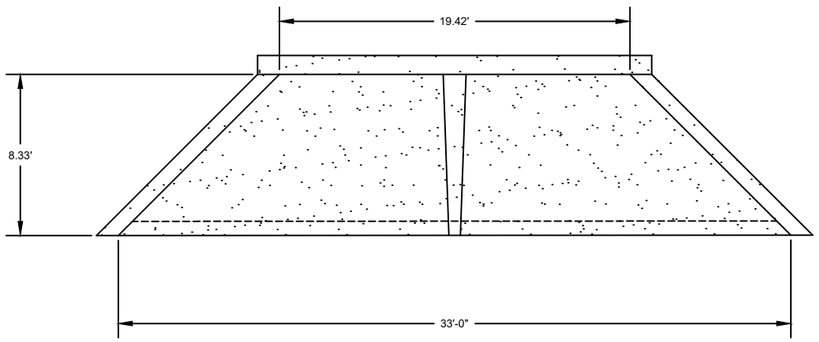


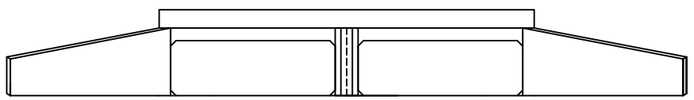
PRECAST RCB TYPICAL SECTION
N.T.S.

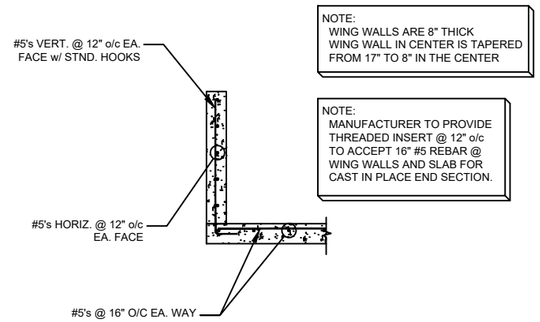
CONC TO BE 5000 PSI

JOINTS SHALL BE SEALED WITH MORTAR, MASTIC, OR FLEXIBLE BUTYL RUBBER SEALANTS.

INSTALLATION & BEDDING AS PER MANUFACTURER'S SPECIFICATIONS.



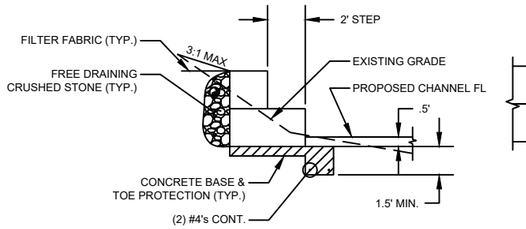


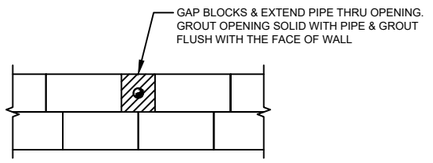


NOTE:
WING WALLS ARE 8" THICK
WING WALL IN CENTER IS TAPERED FROM 17" TO 8" IN THE CENTER

NOTE:
MANUFACTURER TO PROVIDE THREADED INSERT @ 12" o/c TO ACCEPT 16" #5 REBAR @ WING WALLS AND SLAB FOR CAST IN PLACE END SECTION.

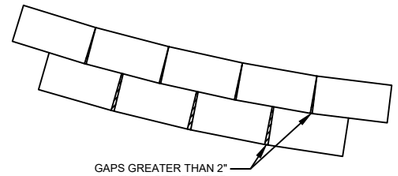
WING WALL , SLAB, AND OPNG. REINFORCEMENT
TYPICAL SECTION
N.T.S.





BLOCK SIZE:
SMALL BLOCK ARE SHOWN A NOMINAL 4' LONG BY 2' WIDE BY 2' TALL AND LARGE BLOCKS ARE SHOWN A NOMINAL 4' LONG BY 4' WIDE BY 2' TALL
ACTUAL DIMENSION MAY VARY. HOLD STEP DIMENSIONS AND VERTICAL FACES AS SHOWN ON THE DETAILS AND PLANS.

BLOCK QTY:
SMALL BLOCK ARE SHOWN A NOMINAL 4' LONG BY 2' WIDE BY 2' TALL QTY = 72
LARGE BLOCKS ARE SHOWN A NOMINAL 4' LONG BY 4' WIDE BY 2' TALL QTY = 72



BLOCK RETAINING WALL TYPICAL SECTIONS
N.T.S.

REBAR / WWF NOTE:
PROVIDE 3" CLR. FOR CONCRETEE CAST AGAINST EARTH AND 2" CLR. FOR FORMED CONC. & TOP COVER.

FRENCH DRAIN NOTE:
INSTALL FRENCH DRAIN ON GRADE WITH WALL AND PROVIDE A TEE FITTING AT MID SPAN OF EA. WALL (4) TOTAL AND STUB A 6" PIPE OUT THRU THE BLOCK WALL AT EACH TEE AND GROUT THE PIPE IN PLACE.

LIFT HOOK/HOLE NOTE:
CUT LIFT HOOKS OFF BELOW TOP OF BLOCK IF REQD. AND GROUT LIFT HOLE.

CONCRETE BASE NOTE:
CAST CONCRETE BASE ON UNDISTURBED EARTH UNLESS SOIL IS DEEMED UNSUITABLE BY THE ENGINEER ON SITE. CONTRACTOR HAS OPTION USING EARTH TO FORM THE FRONT EDGE OR TO FORM STRAIGHT.

Action No.: SWL 2024-00223
City of Joplin Public Works
East Town Stormwater Improvement &
Cox Avenue Culvert Project
Jasper County, Missouri
November 2024 **Page 7 of 12**

Cox Ave Culvert lowered flow line w block wall.dwg

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

ADDRESS: 602 S MAIN ST 64801
PH NO: 417-624-0820 EXT 1530
FAX NO: 417-625-4738
E-MAIL: DJOHNSO1@JOPLINMO.ORG

REV DATE:	REVISION:
00/00	PROJECT CHECK

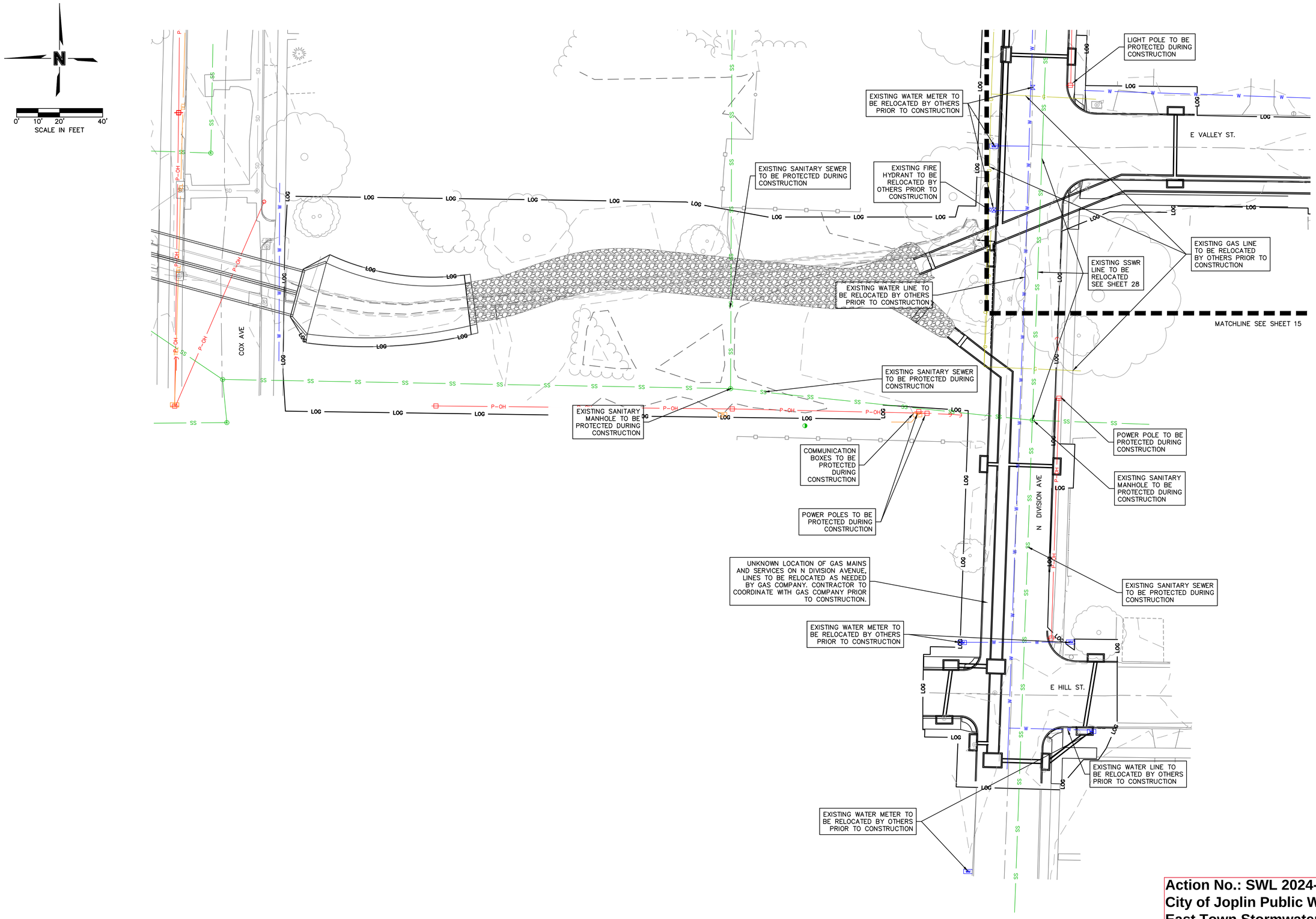
SVYD BY: OLSSON
PNT FILE: N/A.TXT
SVY DATE: 10/2022
ENGINEER: JOHNSON

ACAD DWG FILE & PATH NAME: STORM SEWER\COX AVENUE
SCALE: NTS

DWN BY: PRINGLE
CKD BY: JOHNSON
APD BY: JOHNSON
DATE: 07/2023

COX AVENUE BOX CULVERT
AND PAVED DITCH IMPROVEMENTS

PLAN NO.: 6042
SHEET
7 of 7



olsson
Olsson, INC. Engineering MO State Cert. of Authority #001592
505 St. Louis St. Springfield, MO 65806
TEL 417.890.8802
www.olsson.com

NOT FOR CONSTRUCTION

FOR PRELIMINARY REVIEW ONLY. NOT FOR BIDDING, PERMITTING OR CONSTRUCTION.

REV. NO.	DATE	REVISIONS DESCRIPTION	NO.	DATE	REVISIONS

UTILITY RELOCATION

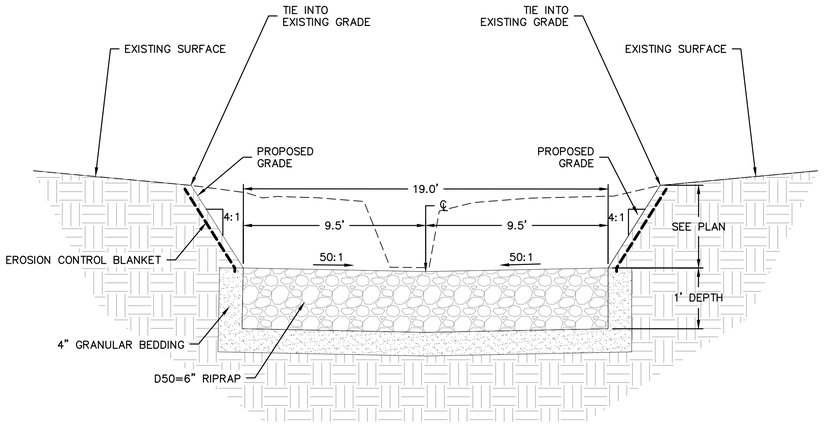
VALLEY STREET & DIVISION AVENUE STORMWATER IMPROVEMENTS

2024

JOPLIN, MISSOURI

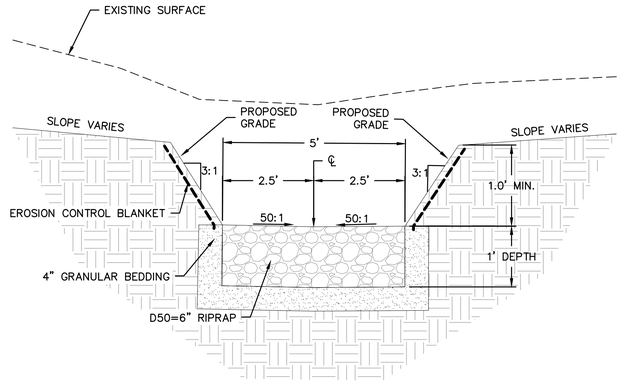
Action No.: SWL 2024-00223
City of Joplin Public Works
East Town Stormwater Improvement &
Cox Avenue Culvert Project
Jasper County, Missouri
November 2024

DWG: F:\2023\00501-01000\023-00749-B\40-Design\AutoCAD\Final Plans\Sheets\WTRS\W_UTL02_B2300749.dwg USER: nmcneal
DATE: Jul 11, 2024 5:07pm XREFS: W_XBASE_B2300749 V_XBNDY_B2300749 W_PTBLK_B2300749 W_PBASE_B2300749
T_PBASE_B2300749



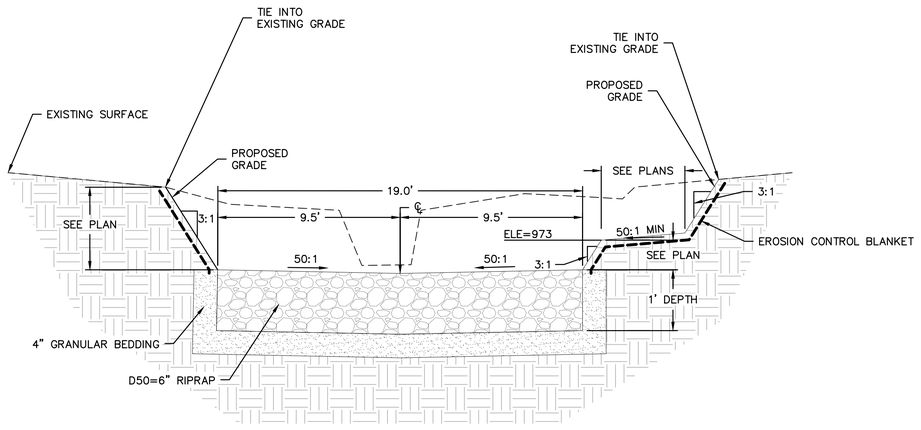
TYPICAL SECTION CHANNEL CENTERLINE
STA. 100+00 - 101+75

N.T.S



TYPICAL SECTION STORMLINE 300 DITCH
STA. 300+00 - 300+40

N.T.S



TYPICAL SECTION CHANNEL CENTERLINE
STA. 101+75 - 102+14

N.T.S

olsson
Olsson, INC. Engineering MO State Cert. of Authority #001592
500 St. Louis St. Springfield, MO 65806
TEL 417.890.8802 www.olsson.com

NOT FOR CONSTRUCTION

FOR PRELIMINARY REVIEW ONLY. NOT FOR BIDDING, PERMITTING OR CONSTRUCTION.

REV. NO.	DATE	REVISIONS DESCRIPTION	NO.	DATE	DESCR.
					REVISIONS

TYPICAL SECTIONS

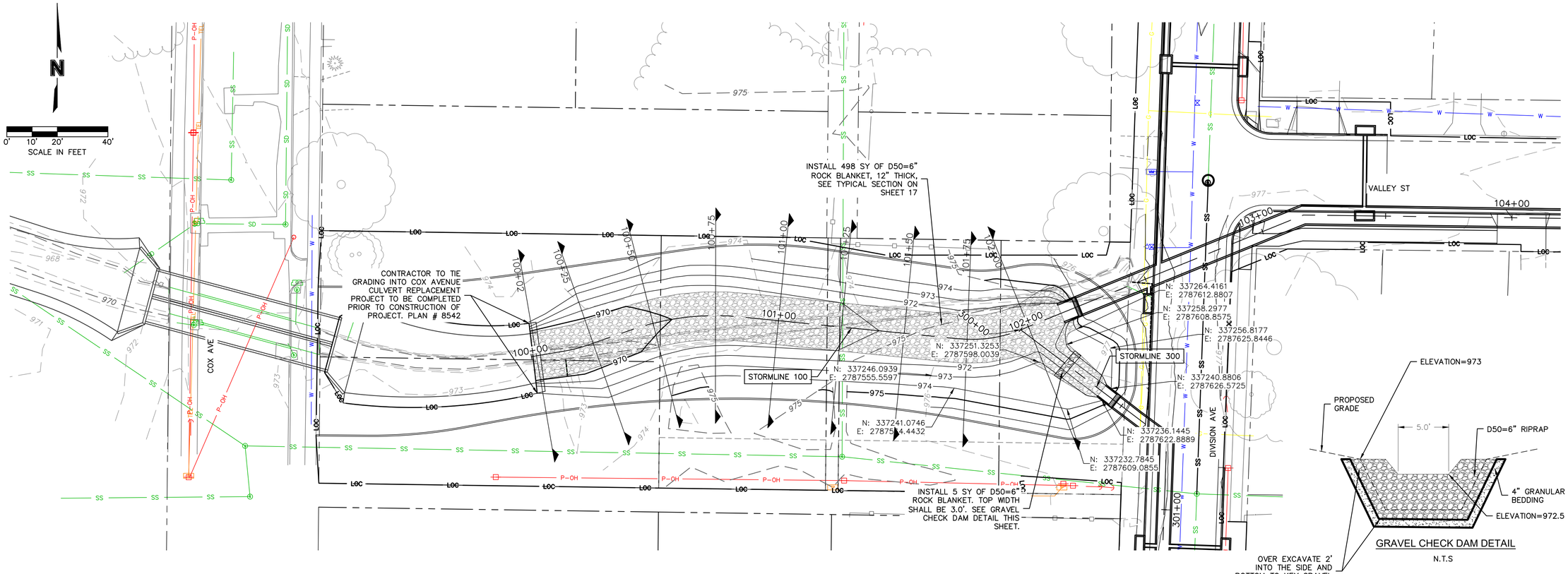
VALLEY STREET & DIVISION AVENUE
STORMWATER IMPROVEMENTS

2024

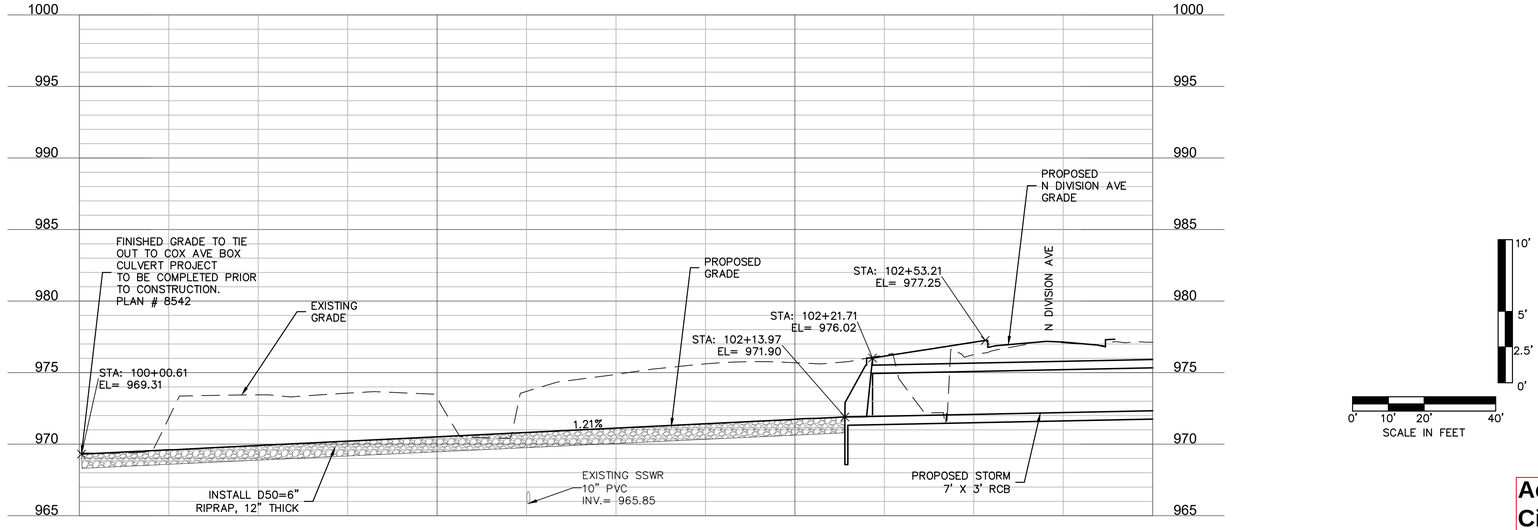
JOPLIN, MISSOURI

Action No.: SWL 2024-00223
City of Joplin Public Works
East Town Stormwater Improvement &
Cox Avenue Culvert Project
Jasper County, Missouri
November 2024

DWG: F:\2023\00501-01000\023-00749-B\40-Design\AutoCAD\Final Plans\Sheets\WTRS\W_TYP01_B2300749.dwg USER: nmcneal
DATE: Jul 11, 2024 5:07pm XREFS: V_XBNDY_B2300749 W_XBASE_B2300749 W_PTBLK_B2300749



STORMLINE 100 (100+00 - 103+00)



olsson
Olsson, INC. Engineering MO State Cert. of Authority #001592
505 St. Louis St. Springfield, MO 65806
TEL 417.890.8802
www.olsson.com

NOT FOR CONSTRUCTION
FOR PRELIMINARY REVIEW ONLY. NOT FOR BIDDING, PERMITTING OR CONSTRUCTION.

REV. NO.	DATE	REVISIONS DESCRIPTION
NO.	DATE	DESCR. REVISIONS

CHANNEL PLAN AND PROFILE

VALLEY STREET & DIVISION AVENUE STORMWATER IMPROVEMENTS

JOPLIN, MISSOURI

2024

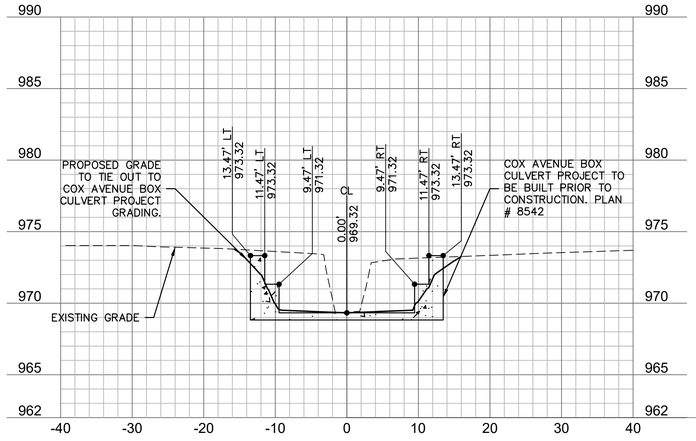
Action No.: SWL 2024-00223
City of Joplin Public Works
East Town Stormwater Improvement &
Cox Avenue Culvert Project
Jasper County, Missouri
November 2024

DWG: F:\2023\00501-01000\023-00749-B\40-Design\AutoCAD\Final Plans\Sheets\WTRS\W_STM01_B2300749.dwg
DATE: Jul 11, 2024 5:08pm
XREFS: W_XBASE_B2300749 V_XBNDY_B2300749 W_PTBLK_B2300749
USER: nmcneal
T_PBASE_B2300749
W_PBASE_B2300749

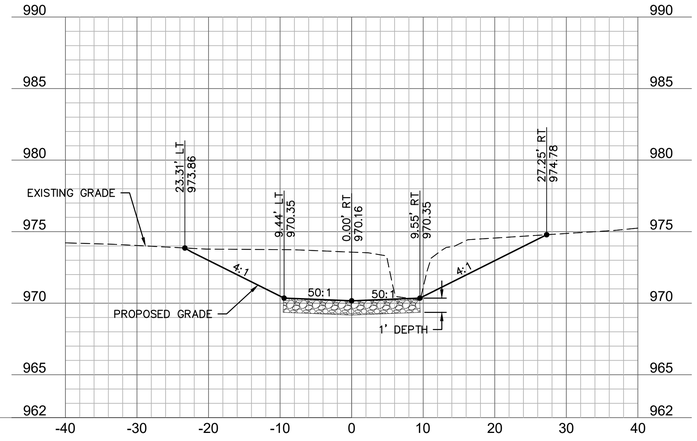
PROPOSED CHANNEL

CROSS SECTIONS

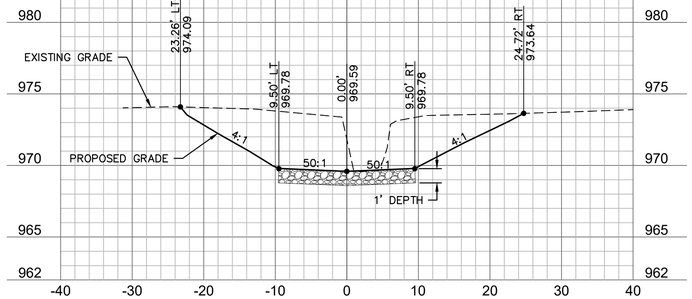
NOTE: CROSS SECTIONS LOOKING UPSTREAM



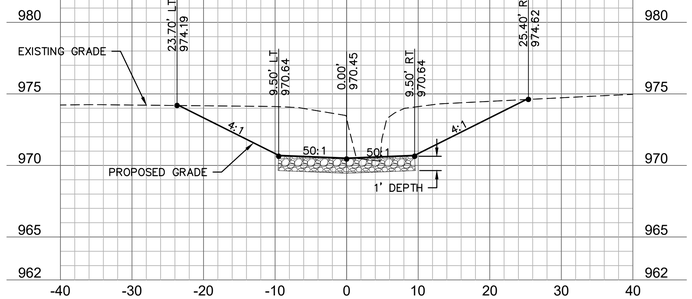
100+02



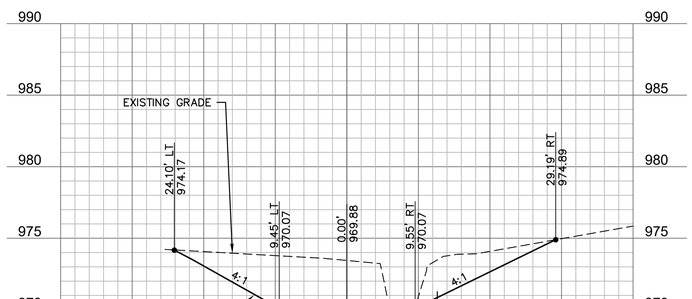
100+75



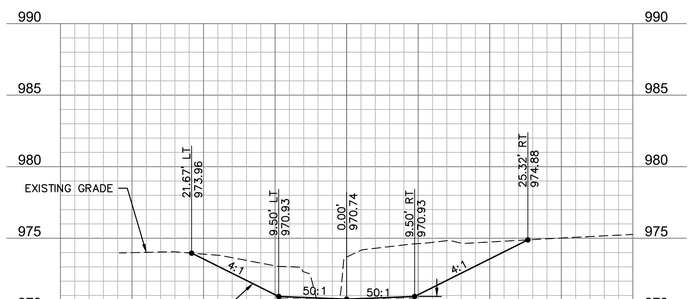
100+25



101+00



100+50



101+25

olsson

Olsson, INC. Engineering MO State Cert. of Authority #001592
500 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
www.olsson.com

NOT FOR CONSTRUCTION

FOR PRELIMINARY REVIEW ONLY. NOT FOR BIDDING, PERMITTING OR CONSTRUCTION.

REV. NO.	DATE	REVISIONS DESCRIPTION
NO.	DATE	DESCR.

REVISIONS

CHANNEL CROSS SECTIONS

VALLEY STREET & DIVISION AVENUE
STORMWATER IMPROVEMENTS

JOPLIN, MISSOURI

2024

10"

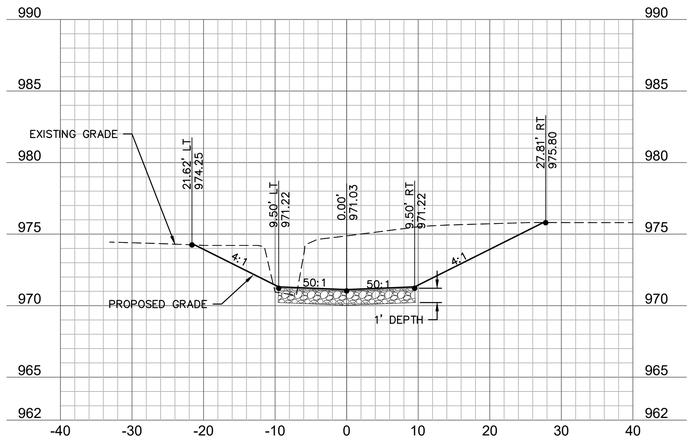
Action No.: SWL 2024-00223
City of Joplin Public Works
East Town Stormwater Improvement &
Cox Avenue Culvert Project
Jasper County, Missouri
November 2024

DWG: F:\2023\00501-01000\023-00749-B\40-Design\AutoCAD\Final Plans\Sheets\WTRS\W_XSC01_B2300749.dwg USER: nmcneal
DATE: Jul 11, 2024 5:09pm XREFS: W_XBASE_B2300749 V_XBNDY_B2300749 W_PTBLK_B2300749 T_PBASE_B2300749 W_PBASE_B2300749

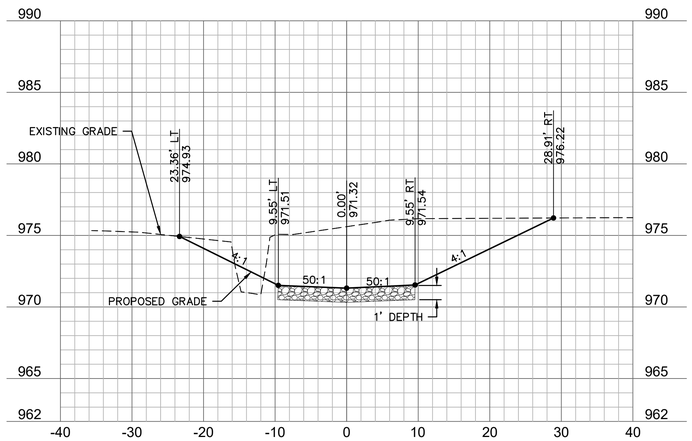
PROPOSED CHANNEL

CROSS SECTIONS

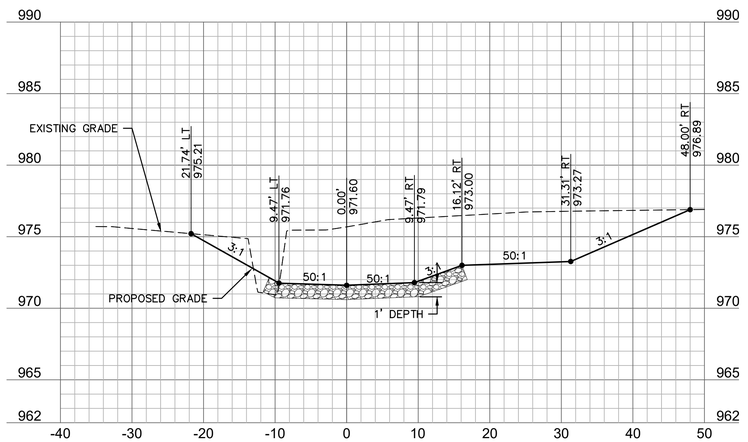
NOTE: CROSS SECTIONS LOOKING UPSTREAM



101+50



101+75



102+00

olsson

Olsson INC. Engineering MO State Cert. of Authority #001592
500 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802
www.olsson.com

NOT FOR CONSTRUCTION

FOR PRELIMINARY REVIEW ONLY. NOT FOR BIDDING, PERMITTING OR CONSTRUCTION.

REV/ NO.	DATE	REVISIONS DESCRIPTION
NO.	DATE	DESCR.

REVISIONS

CHANNEL CROSS SECTIONS

VALLEY STREET & DIVISION AVENUE
STORMWATER IMPROVEMENTS

PLIN, MISSOURI

2024

8"

Action No.: SWL 2024-00223
City of Joplin Public Works
East Town Stormwater Improvement &
Cox Avenue Culvert Project
Jasper County, Missouri
November 2024

DWG: F:\2023\00501-01000\023-00749-B\40-Design\AutoCAD\Final Plans\Sheets\WTRS\W_XSC01_B2300749.dwg USER: nmcneal
DATE: Jul 11, 2024 5:09pm XREFS: W_XBASE_B2300749 V_XBNDY_B2300749 W_PTBLK_B2300749 T_PBASE_B2300749 W_PBASE_B2300749

MISSOURI STREAM METHOD
ADVERSE IMPACT FACTORS FOR RIVERINE SYSTEM WORKSHEET

Stream Type Impacted	Ephemeral 0.3		Intermittent 0.4		Perennial (less than 500 square miles of drainage) 0.8		Perennial (more than 500 square miles of drainage) 1.2		
Priority Waters	Tertiary 0.1			Secondary 0.4			Primary 0.8		
Existing Condition	Functionally Impaired 0.1			Moderately Functional 0.8			Fully Functional 1.6		
Impact Duration	Temporary 0.05			Permanent 0.3					
Impact Activity	Clearing 0.05	Utility Crossing/Bridge Footing 0.15	Below Grade Culvert 0.3	Armor 0.5	Detention facility 0.75	Morphologic Change 1.5	Impoundment 2.0	Pipe 2.2	Fill 2.5
Linear Impact Calculation	0.0002 multiplied by linear feet of stream impact recorded in each column below								

Factor	Morphologic Change	Box Culvert (Pipe)	Box Culvert (Fill)		
Stream Type Impacted	Intermittent	Intermittent	Intermittent		
Priority Waters	Tertiary	Tertiary	Tertiary		
Existing Conditions	Funct. Impaired	Funct. Impaired	Funct. Impaired		
Impact Duration	Permanent	Permanent	Permanent		
Impact Activity	Morphological Change	Pipe	Fill		
Linear Impact Calculation	0.072	0.008	0.012		
Sum of Factors (M)	2.472	3.108	3.412		
Linear Feet of Stream Impact (LF)	360	40	60		
Credits (C) = M x LF	889.92	124.32	204.72		
*Compensation Ratio X (C)	1				

Total Mitigation Credits Required = (M x LF) = 1,218.96

*** Compensation Ratio** - when the Corps determines that a third party mitigation source is acceptable to fulfill compensatory mitigation requirements the total credits determined on this worksheet shall be applied to mitigation banks or in-lieu fee programs at a 1:1 ratio when the impact area is within an approved service area. However, an increased compensation ratio may be used at the Corps discretion when an impact occurs beyond the geographic service area of an approved mitigation bank or in-lieu fee program.

Notes:

Application #: SWL 2024-00223

Nationwide Permit No. 14

Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, driveways, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge of dredged or fill material in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges of dredged or fill material for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23)

2021 Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's

expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48 or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-

construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such

designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate

documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural, or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate, or the adverse environmental effects of the proposed activity are no more than minimal and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate, or the adverse environmental effects of the proposed activity are no more than minimal and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian

areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that

will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the

nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

_____

(Transferee)

_____

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30-day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN, and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the

potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of

the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so, contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life, or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or

revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45

calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

Further Information

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

Nationwide Permit Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term "discharge" means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic

resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s) but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance but are still reasonably foreseeable.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed

on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has surface water flowing continuously year-round during a typical year.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required, and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and

crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.
Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a "water of the United States." If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

Nationwide Permit No. 46

Discharges in Ditches. Discharges of dredged or fill material into non-tidal ditches that are (1) constructed in uplands, (2) receive water from an area determined to be a water of the United States prior to the construction of the ditch, (3) divert water to an area determined to be a water of the United States prior to the construction of the ditch, and (4) determined to be waters of the United States. The discharge of dredged or fill material must not cause the loss of greater than one acre of waters of the United States.

This NWP does not authorize discharges of dredged or fill material into ditches constructed in streams or other waters of the United States, or in streams that have been relocated in uplands. This NWP does not authorize discharges of dredged or fill material that increase the capacity of the ditch and drain those areas determined to be waters of the United States prior to construction of the ditch.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Authority: Section 404)

2021 Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48 or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be

free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP

activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant

shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural, or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate, or the adverse environmental effects of the proposed activity are no more than minimal and provides an

activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate, or the adverse environmental effects of the proposed activity are no more than minimal and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal

agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a

presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

_____

(Transferee)

_____

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the

implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30-day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN, and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for

compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so, contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life, or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the

environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

Further Information

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

Nationwide Permit Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term "discharge" means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s) but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance but are still reasonably foreseeable.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has surface water flowing continuously year-round during a typical year.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required, and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose

of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a course substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: 1) held in trust by the United States for the benefit of any Indian tribe or individual; or 2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.
Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a "water of the United States." If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

Missouri Department of Natural Resources

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION
2021 GENERAL AND SPECIFIC CONDITIONS

Water Protection Program 10/2021

Division of Environmental Quality PUB2947

Consistent with Section 401 of the Clean Water Act (CWA), 33 U.S.C. § 1341, the Missouri Department of Natural Resources (Department) has designed these precertified conditions to ensure activities carried out in Missouri pursuant to Nationwide Permits (NWPs) authorized by the U.S. Army Corps of Engineers (USACE) will comply with Missouri water quality requirements. Unless otherwise stated, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

The conditions outlined in this programmatic WQC apply to those authorized projects where the project proponent has chosen to accept these conditions instead of pursuing an individual CWA Section 401 Water Quality Certification (WQC) for the following NWPs:

- Only General Conditions apply to projects authorized by NWPs 5, 6, 7, 13, 15, 16, 18, 19, 22, 23, 25, 27, 29, 30, 31, 36, 39, 40, 42, 43, 45, 46, 54, and 59.
- Both General and Specific Conditions apply to projects authorized by NWPs 3, 4, 12, 14, 20, 33, 41, 53, 57, and 58.

Alternatively, a project proponent may apply to the Department for individual WQC if it does not wish to accept the conditions outlined in this document.

NWPs 1, 2, 8, 9, 10, 11, 28, and 35 authorize projects pursuant to Section 10 of the Rivers and Harbors Act of 1899 only. These NWPs do not require CWA Section 401 WQC because they authorize activities which, in the opinion of the USACE, could not reasonably be expected to result in a discharge into waters of the United States. An activity needing only a Section 10 permit may require a WQC if that activity can reasonably be expected to result in any discharge either during construction or operation of the facility. Thus, if the USACE determines the activity is likely to result in a discharge during construction or operation, the Department has discretion to require a WQC for the Section 10 activity. The USACE may advise a Section 10 permit project proponent that it might need a WQC if there is a reasonable expectation that a discharge will occur either during the construction or operation of the project.

Pursuant to Section 644.037, RSMo, the Department shall certify without conditions NWPs as they apply to impacts on wetlands in Missouri. Because NWPs are minimal impact, Missouri does not have water quality standards specific to wetlands, and only the general criteria apply, discharges to wetlands from projects authorized by NWPs will comply with water quality requirements.

Pursuant to Section 644.038, RSMo, the Department shall certify without conditions all NWPs for impacts in all waters of the state for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. A Memorandum of Understanding between the Missouri Departments of Natural Resources and Transportation contains the requirements by which the Missouri Department of Transportation will design and construct such projects in order to protect the water quality of waters of the state. Therefore, as a result of this side agreement, the Department grants programmatic WQC for all NWPs without conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission, because any discharges from these projects will comply with water quality requirements.

GENERAL CONDITIONS

1. A stream's pattern, profile, and dimension, including but not limited to sinuosity, slope, and channel width, shall be maintained as much as practicable. Streambed gradient shall not be adversely impacted during project construction. No project shall accelerate bed or bank erosion. This will ensure compliance with the Missouri Water Quality Standards general criterion requiring waters to be free from physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].

2. Channelization of streams is not allowed under this precertification. Channelization includes but is not limited to reducing the length of the channel, widening the channel for increased water storage or flow, and/or construction of hard structures which concentrate flow. Unless necessary for a stream crossing associated with infrastructure projects and contained within an associated right-of-way, construction easement, or permanent easement, bank stabilization activities only along one bank of a stream are permitted, including but not limited to bank sloping and riprapping. The redirection of flow by excavation of the opposite bank or a streambed is considered a channel modification and is not authorized by this WQC. This will ensure compliance with the Missouri Water Quality Standards general criterion requiring waters to be free from physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].

3. No new or expanded wet stormwater retention basins or similar impoundment structures may be constructed unless they are located off-channel. In-channel dry stormwater detention basins are allowable if the stream channel is either temporarily or not adversely affected by the basin. This will ensure compliance with the Missouri Water Quality Standards general criterion requiring waters to be free from physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].

4. Only clean, nonpolluting fill shall be used. The following materials are not suitable where contact with water is expected and shall not be used due to their potential to cause violations of the general criteria of Missouri's Water Quality Standards [10 CSR 20-7.031(4)]:
   a. Earthen fill, gravel and broken concrete where the material does not meet the Suitable Material specifications stated in the "Missouri Nationwide Permit Regional Conditions" (https://usace.contentdm.oclc.org/digital/collection/p16021coll11/id/2662/) in locations where erosive flows are expected to occur on a regular basis, such as streambanks and/or lake shorelines.
   b. Asphalt.
   c. Concrete with exposed rebar.
   d. Tires, vehicles or vehicle bodies, and construction or demolition debris are solid waste and are excluded from placement in the waters of the state. Properly sized, broken concrete without exposed rebar is allowed.
   e. Liquid concrete, including grouted riprap, if not placed in forms as part of an engineered structure.
   f. Any material containing chemicals that would result in violation of Missouri Water Quality Standards general criteria [10 CSR 20-7.031(4)] or specific criteria [10 CSR 20-7.031(5)].

5. Waste concrete or concrete rinsate shall be disposed of in a manner that does not result in discharge to any jurisdictional water ways. This will ensure compliance with the Missouri Water Quality Standards general criteria requiring waters be free from unsightly bottom deposits [10 CSR 20-7.031(4)(A)]; substances resulting in toxicity to human, animal, or aquatic life [10 CSR 20-7.031(4)(D)]; and physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].

6. Missouri Water Quality Standards antidegradation requirements dictate all appropriate and reasonable Best Management Practices related to erosion and sediment control, project stabilization and prevention of water quality degradation are applied and maintained; for example, preserving vegetation, streambank stability and basic drainage [10 CSR 20-7.031(3)(D)]. Best Management Practices shall be properly installed prior to conducting authorized activities and maintained, repaired and/or replaced as needed during all phases of the project to limit the amount of discharge of water contaminants to waters of the state. The project shall not involve more than normal stormwater or incidental loading of sediment caused by project activities so as to comply with Missouri's general water quality criteria [10 CSR 20-7.031(4)]; https://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf

7. Clearing of vegetation and trees shall be the minimum necessary to accomplish the activity except for the removal of invasive or noxious species and placement of ecologically beneficial practices. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for Best Management Practices [10 CSR 20-7.031(3)(B)].

8. Care shall be taken to keep machinery out of the water way as much as possible. If work in the water way is unavoidable, it shall be performed in a way that minimizes the duration and amount of any disturbance to banks, substrate and vegetation to prevent increases in turbidity. Fuel, oil and other petroleum products, equipment, construction materials and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent flood-prone areas beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters as a result of this operation. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for Best Management Practices [10 CSR 20-7.031(3)(B]) and Missouri Water Quality Standards general criteria requiring waters be free from substances preventing beneficial uses [10 CSR 20-7.031(3)(A)]; substances causing unsightly color or turbidity [10 CSR 20-7.031(4)(C)]; and physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].

9. Petroleum products spilled into any water or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible, but no later than 24 hours after discovery to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436 or website at http://dnr.mo.gov/env/esp/esp-eer.htm. This will ensure compliance with Missouri Environmental Improvement Authority to provide for the conservation of state water resources by the prevention of pollution and proper methods of disposal [Section 260.015, RSMo] and Missouri Water Quality Standards general criteria requiring waters be free from substances that prevent maintenance of beneficial uses; cause unsightly bottom deposits, color, turbidity or toxicity; and/or impair the natural biological community [10 CSR 20-7.031(4)(A), -(B), and -(H)].

10. All efforts shall be made to minimize exposure of unprotected soils. To the best of the project proponent's ability, project activity shall be conducted at times of little or no rainfall to limit the amount of overland flow and sediment disturbance caused by heavy equipment. This will ensure compliance with Missouri antidegradation requirements for Best Management Practices [10 CSR 20-7.031(3)(B)].

11. Programmatic WQC is denied for any NWP issued on a water that is listed for a sediment-related impairment, aquatic habitat alteration, channelization, or unknown impairment as listed in the most current Water Quality Report (Section 305(b) Report) at https://dnr.mo.gov/water/what-were-doing/water-planning/quality-standards-impaired-waters-total-maximum-daily-loads/impaired-waters. Although intended to result in minimal impacts, NWP authorizations in these waters may contribute to impairments and result in noncompliance with Missouri's general water quality criteria requiring waters be free from physical, chemical, and hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)] or exceedance of Missouri Water Quality Standards specific criteria [10 CSR 20-7.031(5)]. Since WQC General or Specific Conditions cannot be established to address all concerns from the variety of impairments and activities authorized by NWPs, individual review for WQC will be required. Requirements for individual WQC will be determined on a case-by-case basis based on the specific impairments, and additional testing, design, disposal, or BMP considerations may be required.

    To determine the location of the waters noted above, the Department's geospatial data is available upon request, and all published data is available on the Missouri Spatial Data Information Services website at msdis.missouri.edu/. Additional information to identify the project location, including stream reaches with listed impairments or special water designations, may be obtained from the Department's Water Protection Program at 573-522-4502.

12. Programmatic WQC is denied for projects authorized by NWPs 17, 21, 32, 34, 37, 38, 44, 48, 49, 50, 51, 52, 55, and 56. Although intended to result in minimal impacts, these NWPs authorize activities that may contribute to impairments and result in noncompliance with Missouri's general water quality criteria [10 CSR 20-7.031(4)], including the requirement that all waters of the state shall be free from physical, chemical, and hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)], or noncompliance with Missouri's specific water quality criteria [10 CSR 20-7.031(5)]. Because programmatic WQC General or Specific Conditions cannot be established to address all concerns from the variety of impairments and activities authorized by these NWPs, the Department requires individual review for WQC for these NWPs. Requirements for individual WQC will be determined on a case-by-case basis based on the specific projects, and additional testing, design, disposal, or BMP considerations may be required.

13. Mitigation for loss of stream resources should be in conformance with the compensatory mitigation guidance currently approved for use in Missouri, including guidance provided by the Missouri Stream Mitigation Method. Stream impacts shall require compensatory mitigation with only instream or riparian corridor credits. Compensatory mitigation shall be within the state of Missouri. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for maintenance and protection of designated uses [10 CSR 20-7.031(3)] Mitigation guidance documents can be located online at www.nwk.usace.army.mil/Missions/RegulatoryBranch/StateofMissouri.

SPECIFIC CONDITIONS

14. Nationwide Permit 3 *Maintenance*
    a. Silt, sediment, and debris removal shall be limited to a maximum of 200 LF upstream and 200 LF downstream of structures. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for maintenance and protection of designated uses [10 CSR 20-7.031(3)].

15. Nationwide Permit 4 *Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities*
    Any inorganic or extraneous debris, such as may be found on Christmas trees shall be removed to qualify as clean, nonpolluting fill. This will ensure compliance with the Missouri's Water Quality Standards general criteria that waters shall be free from unsightly bottom deposits [10 CSR 20-7.031(4)(A)] and solid waste [10 CSR 20-7.031(4)(I)].

16. Nationwide Permit 12 *Oil and Natural Gas Pipeline Activities*,
    Nationwide Permit 57 *Electric Utility Line and Telecommunications Activities*, and
    Nationwide Permit 58 *Utility Line Activities for Water and Other Substances*
    a. For project crossings that must disturb a water body, work shall be conducted in such a manner as to seal off the work area from flow and minimize sediment transport. Material resulting from the activity shall not be sidecast into waters of the state for more than one month. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for Best Management Practices [10 CSR 20-7.031(3)(B) and general criteria requiring waters be free from substances that prevent maintenance of beneficial uses; cause unsightly color, turbidity, or toxicity; and/or impair the natural biological community [10 CSR 20-7.031(4)(B), -(C), and -(H)].
    b. If Horizontal Directional Drilling is used, drilling mud and/or other materials shall not be discharged into waters of the state. Best Management Practices shall be implemented to prevent possible discharges from reaching waters of the state. In the event materials are inadvertently discharged to waters of the state, notification to the Department of Natural Resources is required within 24 hours by calling 573-634-2436. This will ensure compliance with Missouri Water Quality Standards antidegradation requirement for Best Management Practices [10 CSR 20-7.031(3)(B)] and Missouri Environmental Improvement Authority [Section 260.015, RSMo] to provide for the conservation of state air, land and water resources by the prevention of pollution and proper methods of disposal.
    c. Project crossings shall be placed as close to perpendicular as possible and shall be limited to a maximum crossing length of no more than one and one-half times the width of the stream. This will ensure compliance with the Missouri antidegradation requirement for maintenance and protection of designated uses [10 CSR 20-7.031(3)] and Best Management Practices [10 CSR 20-7.031(3)(B)].

17. Nationwide Permit 14 *Linear Transportation Projects*
    a. The permittee shall propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. This will ensure compliance with the Missouri Water Quality Standards general criteria requiring waters be free from substances causing unsightly color or turbidity [10 CSR 20-7.031(4)(C)] and physical chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)]. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
    b. Where this NWP is used to authorize bridge and culvert structures, stream channel work shall be limited to a maximum of 200 feet upstream and a maximum of 200 feet downstream of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way. This will ensure compliance with the Missouri antidegradation requirement for maintenance and protection of designated uses [10 CSR 20-7.031(3)] and the Missouri Water Quality Standards general criterion requiring waters be free from physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].

18. Nationwide Permit 20 *Response Operations for Oil and Hazardous Substances*
    Oil and hazardous substance releases shall be reported to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436. Continue to report updates with regard to the containment and cleanup of releases. This will ensure compliance with Missouri Environmental Improvement Authority [Section 260.015, RSMo] to provide for the conservation of state water resources by the prevention of pollution and proper methods of disposal.

19. Nationwide Permit 33 *Temporary Construction, Access and Dewatering*
    a. The use of this NWP shall be limited to impacts of six months or less in duration. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirements for maintenance and protection of designated uses [10 CSR 20-7.031(3)]
    b. Any removal of accumulated sediment (e.g., sand, gravel) upstream of a proposed project shall be limited to the quantity necessary to relieve any obstruction or to protect downstream habitat. The permittee must propose and employ measures to mitigate the removal of impounded sediment in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. This will ensure compliance with the Missouri Water Quality Standards general criteria requiring waters be free from substances causing unsightly color or turbidity [10 CSR 20-7.031(4)(C)] and physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].

20. Nationwide Permit 41 *Reshaping Existing Drainage Ditches*
    In-channel disposal of excavated material not used for reshaping activities is prohibited. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for Best Management Practices [10 CSR 20-7.031(3)(B) and general criteria requiring waters be free from substances that prevent maintenance of beneficial uses; cause unsightly color, turbidity or toxicity; and/or impair the natural biological community [10 CSR 20-7.031(4)(B), -(C), and -(H)].

21. Nationwide Permit 53 *Removal of Low-Head Dams*
    a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. This will ensure compliance with the Missouri Water Quality Standards general criteria requiring waters be free from substances causing unsightly color or turbidity [10 CSR 20-7.031(4)(C)] and physical chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)]. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
    b. Stream channel work shall be limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the dam. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for maintenance and protection of designated uses [10 CSR 20-7.031(3)] and the Missouri Water Quality Standards general criterion requiring waters to be free from physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].
    c. Restoration of the stream channel to its former, natural state is authorized. Individual WQC is required for non-natural channel modifications. This will ensure compliance with the Missouri Water Quality Standards general criteria requiring waters be free from physical chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)]. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

Unless the Department agrees to an alternative, requests for WQC should be sent electronically to wpsc401cert@dnr.mo.gov [Section 644.026.1(26), RSMo and 10 CSR 20-6.060(5)]. A request for WQC shall include all required information for a complete request for certification in compliance with 40 CFR Part 121. The Department may request additional information prior to providing a WQC decision to ensure Missouri water quality requirements are met, such as a response to comments from the Department, other resource agencies, and/or the public; planned compensatory mitigation; and/or an analysis of practicable alternatives.

An issued WQC, whether programmatically or individually issued, becomes part of and expires with the Section 404 and/or Section 10 permit unless explicitly stated in the WQC.

Acquisition of NWPs and the attendant WQCs shall not be construed or interpreted to imply the requirements for other permits are replaced or superseded, including Clean Water Act Section 402 National Pollutant Discharge Elimination System Permits required under Missouri Clean Water Law [Sections 644.026.1 and 644.051, RSMo] for land disturbance or return water from material deposition. Permits or any other requirements shall remain in effect. Project proponents with questions are encouraged to contact the Department of Natural Resources' regional office in the project area. A regional office map with contact information is located at https://dnr.mo.gov/about-us/division-environmental-quality/regional-office.

Some localities are covered pursuant to Municipal Separate Storm Sewer System Permits with measures to control and possibly treat stormwater. If the project is located within one of these localities, project proponents must comply with all stormwater requirements of the locality's Stormwater Management Plan and any related ordinances. This ensures compliance with CWA Section 402 National Pollutant Discharge Elimination System Permit requirements and the Missouri Clean Water Law [Chapter 644, RSMo].

The Department encourages, but does not require, permittees to consider environmentally-friendly design techniques to include stormwater management strategies that maintain or restore the original site hydrology through infiltration, evaporation, or reuse of stormwater. Designs might include using porous pavement or creating vegetated swales and/or rain gardens. More information can be found at these websites: www.epa.gov/owow/NPS/lid/ and www.lid-stormwater.net/lid_techniques.htm.

The Department encourages the use of native vegetation to protect impacted areas from future water quality concerns. Native vegetation has evolved with Missouri's geology, climate, and wildlife to occur within a region as a result of natural processes rather than human intervention. For areas where direct impacts to streams are to be avoided, the Department recommends a minimum riparian buffer strip width of 50 feet as measured from top of bank.

The Department encourages the use of Horizontal Directional Drilling for stream and wetland crossings when practicable. If properly utilized, Horizontal Directional Drilling is an alternative to more traditional, open-trench methods and can result in significant minimization and/or complete avoidance of aquatic resource impacts.

The following publication provides guidance on how to protect water quality through Best Management Practices on project sites. For more information, please read: "Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri and Kansas" dated January 2011 and located online at https://dnr.mo.gov/document-search/protecting-water-quality-field-guide.

To help determine if a proposed activity could encounter species or sites of conservation concern within or near a project, including those that have not been recorded, the project proponent is encouraged to visit:

- Missouri Department of Conservation's "Natural Heritage Review" website at https://naturalheritagereview.mdc.mo.gov/.
- U.S. Fish and Wildlife Service's "Information, Planning and Conservation" website at http://ecos.fws.gov/ipac/.

If the proposed project encounters and will potentially affect a species of concern, please promptly report it to the Missouri Department of Conservation and the U.S. Fish and Wildlife Service.

For more information
Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176
Jefferson City, MO 65102-0176
wpsc401cert@dnr.mo.gov
800-361-4827 or 573-522-4502
https://dnr.mo.gov/water

COUNCIL BILL NO. 2024-162 **ORDINANCE NO.**

AN ORDINANCE approving authorization for payment between the City of Joplin and United States Army Corp of Engineers in the amount of One Hundred Three Thousand Three Hundred Six and 80/100 Dollars ($103,306.80) for the associated Impact Credits fee for the ARPA Stormwater Grant Project; and containing an emergency clause.

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

Section 1. That the authorization for payment between the City of Joplin and United States Army Corp of Engineers, in the amount of One Hundred Three Thousand Three Hundred Six and 80/100 Dollars ($103,306.80) for the associated Impact Credits fee for the ARPA Stormwater Grant Project, for the City of Joplin, is hereby approved.

Section 2. 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 allows the additional expenditures relating to permitting to be grant funded, considering the funding deadline.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-162 **ORDINANCE NO.**

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-163 Agreement between City of Joplin and The Wilson Group Inc. for the window replacement project at the Joplin Justice Center.

MEETING DATE
December 2, 2024

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2024-163; Construction Service Agreement; Sourcewell Cooperative Purchasing Pricing

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

SUMMARY
This Council Bill authorizes the City to enter into an Agreement for Contractor Services with The Wilson Group Inc. in the amount of One Hundred Ninety-Six Thousand Three Hundred Sixty-Nine and 25/100 dollars ($196,369.25) for the window replacement project at the Joplin Justice Center.

BACKGROUND
The Justice Center facility was constructed in 1967, and currently houses Fire Station 1, Fire Administration offices, Emergency Management, Emergency Communications/Dispatch, Municipal Court, City Prosecutor's office, Municipal Jail facilities, and the Police Department.

In April 2022, an agreement to perform an in-depth feasibility study for the Justice Center was awarded to SFS Architecture, along with the agreement to provide the city with a Facilities Masterplan. As part of the project a Facilities Assessment was performed by Gordian as a subconsultant to SFS. The facility assessment of the Justice Center showed that replacement of several windows at the Justice Center is a priority, meaning they determined it was recommended to be replaced within 5 years of the inspection.

City staff researched Sourcewell cooperative purchasing pricing for window replacement bids. Bid pricing for replacement of the existing single pane windows with double pane thermal insulated windows was chosen. The project is to be completed by September 30, 2026.

FUNDING SOURCE
This is funded by a State Legislative Priority ARPA grant and Public Safety Sales Tax.

RECOMMENDATION

Staff recommends approval of Council Bill 2024-163 which authorizes the City to enter into an Agreement for Contractor Services with The Wilson Group Inc. in the amount of One Hundred Ninety-Six Thousand Three Hundred Sixty-Nine and 25/100 dollars ($196,369.25) for the window replacement project at the Joplin Justice Center on an emergency basis, in that said ordinance provides for public improvements and is considered to be an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will ensure that the City and Contractor can fully execute the agreement within the required Federal Grant Fund timelines.

AGREEMENT
FOR CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 S. Main Street, Joplin, Missouri, and The Wilson Group, Inc., a Missouri corporation, hereinafter referred to as the "Contractor," with offices at 13510 Oak Street, Kansas City, MO 64145.

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Contractor to render certain services hereinafter described in Work Order 135648, Work Order 135649, and Work Order 135650; which Work Orders are attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Contractor submitted work order documents dated November 4, 2024, which are attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Contractor submitted the work order documents through the Sourcewell Public Purchasing Platform, Contract Sourcewell exlQC, 2022 Region 6 – Southwest Missouri – GC – The Wilson Group – Option 2 – MO-R6-GC02-051222-TWG

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

1. The City agrees to engage the Contractor and the Contractor agrees to perform, in strict accordance with Exhibit A, and within the time specified therein, the services set forth. Specifically, Contractor shall remove and replace windows in the Justice Center for the Department of Public Works.

2. The services of the Contractor shall commence only as authorized in writing by City purchase order or other written notice and shall be undertaken and completed as promised by the Contractor in Exhibit A.

3. The City agrees to pay the Contractor in accordance with the prices and terms set forth in Exhibit A for work authorized by City purchase order or other written Notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor. Specifically, the City agrees to pay Contractor a total of One Hundred Ninety-Six Thousand Three Hundred Sixty-Nine and 25/100 dollars ($196,369.25).

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

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

6. The Contractor represents that the Contractor will secure at the Contractor's own expense all personnel required to perform the services called for under this contract by the Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All the services required hereunder will be performed

by the Contractor or under the Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

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

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

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

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

11. **Contract Documents:** The agreement between the City of Joplin and the Contractor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) Work Order 135648, Work Order 135649, and Work Order 135650 and any amendments thereto. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Work Orders and amendments thereto shall govern. However, the City

reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Work Orders. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.

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

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

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

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

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

15. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having such interest shall be employed.

17. **Contractor's Responsibility for Subcontractor**: It is further agreed that the Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractor and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be

inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractor, and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days' written notice to be given by the insurance company in question prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

City Attorney

City of Joplin

602 S. Main Street

Joplin, MO 64801

19. **Liability and Indemnity:**

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

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

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

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

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

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

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referred hereto and signed by both parties.

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

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

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

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

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas Edwards, City Manager

CONTRACTOR

The Wilson Group, Inc.

By: _____

Signature

Name: Tyler Davis

Title: Administration

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Exhibit A

GORDIAN®

Work Order Signature Document

Date:	November 4, 2024
ezIQC Contract:	**Sourcewell ezIQC** 2022 Region 6 - Southwest Missouri - GC - The Wilson Group-Option 2 - MO-R6-GC02 -051222-TWG
Job Order Number:	135648.00
Job Order Title:	City of Joplin- Justice Center Windows Upper Level

Work to be Performed

Work to be performed as per the Final Detail Scope of Work attached as per the terms and conditions of Sourcewell ezIQC contract MO-R6-GC02-051222-TWG.

Brief Work Order Description:

City of Joplin- Justice Center Windows Upper Level

Liquidated Damages:	**Will Apply:**	☐	**Will not apply:**	**X**

Job Order Firm Fixed Price: **$108,966.75**

Approvals

Jeff Tennis, Facilities Director **Date**

Tyler Davis, Admininstration **Date**

GORDIAN®

Detailed Scope of Work

Date: 11/4/2024

Job Order Contracting

To: Jeff Tennis
City of Joplin
602 S Main
Joplin, MO 64802
(417) 624-0820

From: Tyler Davis
The Wilson Group
13510 Oak St

Kansas City, MO 64145
(816) 537-0212

Contract:	2022 Region 6 - Southwest Missouri - GC - The Wilson Group-Option 2 - MO-R6-GC02-051222-TWG
Job Order No.:	135648.00
Job Order Title:	City of Joplin- Justice Center Windows Upper Level
Location:	City of Joplin 602 S. Main Street Joplin, MO 64801
Brief Scope:	City of Joplin- Justice Center Windows Upper Level

---

Detailed Scope: City of Joplin- Justice Center Windows Upper Level

- Salvage existing window treatments. (blinds)
- Modify existing windowsills (if needed)
- Demo 31 existing window openings.
- Install new dark bronze storefront with fixed bronze tint low-e glass.
- Install insulated panels on the lower portion of nine openings on the east side of the building.
- Caulk and clean the new windows.
- Install salvaged window treatments.

Assumptions:

- All work to be performed during regular business hours
- No abatement required.

Price Proposal Summary Package Report

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	$2,203.93	$0.00	$0.00	$2,203.93
07	Thermal And Moisture Protection	$939.30	$0.00	$0.00	$939.30
08	Openings	$97,831.44	$0.00	$7,992.08	$105,823.52
Line Count: 9			**Proposal Total:**		**$108,966.75**
		The Percentage of Non Pre-Priced on this Proposal:			**0.0%**

EZIQC Price Proposal Detail Package Report

EZIQC Price Proposal Detail Package Report

GORDIAN®

01 General Requirements — $2,203.93

Record #	CSI Number	Description		Type	Quantity	Unit Price	UOM	Factor	Line Total
1	012223000006	40' Engine Powered, Telescoping Boom Man Lift With Platform		Install	1.00	$1,171.56	WK	1.2444	$1,457.89

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

Total: **$1,457.89**

2	017419000014	20 CY Dumpster (3 Ton) "Construction Debris"		Install	1.00	$599.52	EA	1.2444	$746.04

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

Total: **$746.04**

07 Thermal And Moisture Protection — $939.30

Record #	CSI Number	Description		Type	Quantity	Unit Price	UOM	Factor	Line Total
3	079213000005	3/8" x 3/8" Joint, Silicone Sealant And Caulking		Install	2.10	$359.44	CLF	1.2444	$939.30
				Demo:	0.000000	$77.68	CLF	1.2444	$0.00

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$939.30**

08 Openings — $105,823.52

Record #	CSI Number	Description		Type	Quantity	Unit Price	UOM	Factor	Line Total
4	084313000044	10' High With Horizontal Mullion, 2" x 4-1/2" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly		Install	1,046.00	$22.59	SF	1.2444	$29,404.10
				Demo:	1,046.000000	$6.14	SF	1.2444	$7,992.08

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$37,396.18**

5	088123230072	1" Thick, Insulated Field Installed Glass		Install	1,046.00	$40.59	SF	1.2444	$52,833.67

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$52,833.67**

6	088123230072	For Tinted Glass, Add	**MOD: 0013**	Install	1,046.00	$4.02	SF	1.2444	$5,232.60

Total: **$5,232.60**

7	088123230072	For Argon Gas, Add	**MOD: 0049**	Install	1,046.00	$3.68	SF	1.2444	$4,790.04

Total: **$4,790.04**

8	088123230072	For Low-E Coated Glass, Add	**MOD: 0060**	Install	1,046.00	$6.69	SF	1.2444	$8,707.99

Total: **$8,707.99**

9	088123230072	For >400, Deduct	**MOD: 0277**	Install	1,046.00	-$2.41	SF	1.2444	-$3,136.96

Total: **-$3,136.96**

Proposal Total: $108,966.75

The Percentage of Non Pre-Priced on this Proposal: 0.0%

EZIQC Price Proposal Detail Package Report

GORDIAN®

Work Order Signature Document

Date:	November 4, 2024
ezIQC Contract:	**Sourcewell ezIQC** 2022 Region 6 - Southwest Missouri - GC - The Wilson Group-Option 2 - MO-R6-GC02 -051222-TWG
Job Order Number:	135649.00
Job Order Title:	City of Joplin- Justice Center Windows Lower Level

Work to be Performed

Work to be performed as per the Final Detail Scope of Work attached as per the terms and conditions of Sourcewell ezIQC contract MO-R6-GC02-051222-TWG.

Brief Work Order Description:

City of Joplin- Justice Center Windows Lower Level

Liquidated Damages: **Will Apply:** [ ] **Will not apply:** [X]

Job Order Firm Fixed Price: **$64,783.22**

Approvals

Jeff Tennis, Facilities Director **Date**

Tyler Davis, Admininstration **Date**

GORDIAN®

Detailed Scope of Work

Date: 11/4/2024

Job Order Contracting

To: Jeff Tennis
City of Joplin
602 S Main
Joplin, MO 64802
(417) 624-0820

From: Tyler Davis
The Wilson Group
13510 Oak St

Kansas City, MO 64145
(816) 537-0212

Contract:	2022 Region 6 - Southwest Missouri - GC - The Wilson Group-Option 2 - MO-R6-GC02-051222-TWG
Job Order No.:	135649.00
Job Order Title:	City of Joplin- Justice Center Windows Lower Level
Location:	City of Joplin 602 S. Main Street Joplin, MO 64801
Brief Scope:	City of Joplin- Justice Center Windows Lower Level

---

Detailed Scope: City of Joplin- Justice Center Windows Lower Level

- Salvage existing window treatments. (blinds)
- Modify existing windowsills (if needed)
- Demo 6 existing window openings.
- Install clear aluminum storefront with fixed bronze tint low-e glass.
- Caulk and clean the new windows.
- Install salvaged window treatments.

Assumptions:

- All work to be performed during regular business hours
- No abatement required.

Price Proposal Summary Package Report

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	$746.04	$0.00	$0.00	$746.04
07	Thermal And Moisture Protection	$872.21	$0.00	$0.00	$872.21
08	Openings	$58,404.87	$0.00	$4,760.10	$63,164.97
Line Count: 8			**Proposal Total:**		**$64,783.22**
		The Percentage of Non Pre-Priced on this Proposal:			**0.0%**

EZIQC Price Proposal Detail Package Report

GORDIAN®

01 General Requirements — $746.04

Record #	CSI Number	Description		Type	Quantity	Unit Price	UOM	Factor	Line Total
1	017419000014	20 CY Dumpster (3 Ton) "Construction Debris"		Install	1.00	$599.52	EA	1.2444	$746.04

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

Total: **$746.04**

07 Thermal And Moisture Protection — $872.21

Record #	CSI Number	Description		Type	Quantity	Unit Price	UOM	Factor	Line Total
2	079213000005	3/8" x 3/8" Joint, Silicone Sealant And Caulking		Install	1.95	$359.44	CLF	1.2444	$872.21
				Demo:	0.000000	$77.68	CLF	1.2444	$0.00

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$872.21**

08 Openings — $63,164.97

Record #	CSI Number	Description		Type	Quantity	Unit Price	UOM	Factor	Line Total
3	084313000031	6' High, 2" x 4-1/2" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly		Install	614.00	$23.87	SF	1.2444	$18,238.15
				Demo:	614.000000	$6.23	SF	1.2444	$4,760.10

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$22,998.25**

4	088123230072	1" Thick, Insulated Field Installed Glass		Install	614.00	$40.59	SF	1.2444	$31,013.26

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$31,013.26**

5	088123230072	For Tinted Glass, Add	**MOD: 0013**	Install	614.00	$4.02	SF	1.2444	$3,071.53

Total: **$3,071.53**

6	088123230072	For Argon Gas, Add	**MOD: 0049**	Install	614.00	$3.68	SF	1.2444	$2,811.75

Total: **$2,811.75**

7	088123230072	For Low-E Coated Glass, Add	**MOD: 0060**	Install	614.00	$6.69	SF	1.2444	$5,111.57

Total: **$5,111.57**

8	088123230072	For >400, Deduct	**MOD: 0277**	Install	614.00	-$2.41	SF	1.2444	-$1,841.39

Total: **-$1,841.39**

Proposal Total: $64,783.22

The Percentage of Non Pre-Priced on this Proposal: 0.0%

GORDIAN®

Work Order Signature Document

Date:	November 4, 2024
ezIQC Contract:	**Sourcewell ezIQC** 2022 Region 6 - Southwest Missouri - GC - The Wilson Group-Option 2 - MO-R6-GC02 -051222-TWG
Job Order Number:	135650.00
Job Order Title:	City of Joplin- Justice Center Judges Windows

Work to be Performed

Work to be performed as per the Final Detail Scope of Work attached as per the terms and conditions of Sourcewell ezIQC contract MO-R6-GC02-051222-TWG.

Brief Work Order Description:

City of Joplin- Justice Center Judges Windows

Liquidated Damages: **Will Apply:** ☐ **Will not apply:** ☒ X

Job Order Firm Fixed Price: **$22,619.28**

Approvals

Jeff Tennis, Facilities Director **Date**

Tyler Davis, Admininstration **Date**

GORDIAN®

Detailed Scope of Work

Date: 11/4/2024

Job Order Contracting

To: Jeff Tennis
City of Joplin
602 S Main
Joplin, MO 64802
(417) 624-0820

From: Tyler Davis
The Wilson Group
13510 Oak St

Kansas City, MO 64145
(816) 537-0212

Contract:	2022 Region 6 - Southwest Missouri -GC - The Wilson Group-Option 2 - MO-R6-GC02-051222-TWG
Job Order No.:	135650.00
Job Order Title:	City of Joplin- Justice Center Judges Windows
Location:	City of Joplin 602 S. Main Street Joplin, MO 64801
Brief Scope:	City of Joplin- Justice Center Judges Windows

Detailed Scope: City of Joplin- Justice Center Judges Windows

- Salvage existing window treatments. (blinds)
- Modify existing windowsills (if needed)
- Demo 1 existing window openings.
- Install dark bronze storefront with fixed bronze tint low-e glass.
- Caulk and clean the new windows.
- Install salvaged window treatments.

Assumptions:

- All work to be performed during regular business hours
- No abatement required.

Price Proposal Summary Package Report

Division		Install Total	NPP Total	Demo Total	Division Total
01	General Requirements	$746.04	$0.00	$0.00	$746.04
07	Thermal And Moisture Protection	$268.37	$0.00	$0.00	$268.37
08	Openings	$20,007.83	$0.00	$1,597.04	$21,604.87
Line Count: 8			**Proposal Total:**		**$22,619.28**
		The Percentage of Non Pre-Priced on this Proposal:			**0.0%**

EZIQC Price Proposal Detail Package Report

GORDIAN®

01 General Requirements — $746.04

Record #	CSI Number	Description		Type	Quantity	Unit Price	UOM	Factor	Line Total
1	017419000014	20 CY Dumpster (3 Ton) "Construction Debris"		Install	1.00	$599.52	EA	1.2444	$746.04

Includes Labor No **Includes Equipment No** **Includes Materials Yes**

Total: **$746.04**

07 Thermal And Moisture Protection — $268.37

Record #	CSI Number	Description		Type	Quantity	Unit Price	UOM	Factor	Line Total
2	079213000005	3/8" x 3/8" Joint, Silicone Sealant And Caulking		Install	0.60	$359.44	CLF	1.2444	$268.37
				Demo:	0.000000	$77.68	CLF	1.2444	$0.00

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$268.37**

08 Openings — $21,604.87

Record #	CSI Number	Description		Type	Quantity	Unit Price	UOM	Factor	Line Total
3	084313000031	6' High, 2" x 4-1/2" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly		Install	206.00	$23.87	SF	1.2444	$6,118.99
				Demo:	206.000000	$6.23	SF	1.2444	$1,597.04

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$7,716.03**

4	088123230072	1" Thick, Insulated Field Installed Glass		Install	206.00	$40.59	SF	1.2444	$10,405.10

Includes Labor Yes **Includes Equipment Yes** **Includes Materials Yes**

Total: **$10,405.10**

5	088123230072	For Tinted Glass, Add	**MOD: 0013**	Install	206.00	$4.02	SF	1.2444	$1,030.51

Total: **$1,030.51**

6	088123230072	For Argon Gas, Add	**MOD: 0049**	Install	206.00	$3.68	SF	1.2444	$943.35

Total: **$943.35**

7	088123230072	For Low-E Coated Glass, Add	**MOD: 0060**	Install	206.00	$6.69	SF	1.2444	$1,714.96

Total: **$1,714.96**

8	088123230072	For >50 To 200, Deduct	**MOD: 0275**	Install	206.00	-$0.80	SF	1.2444	-$205.08

Total: **-$205.08**

Proposal Total: $22,619.28

The Percentage of Non Pre-Priced on this Proposal: 0.0%

COUNCIL BILL NO. 2024-163 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement for contractor services with The Wilson Group Inc. in the amount of One Hundred Ninety-Six Thousand Three Hundred Sixty-Nine and 25/100 Dollars ($196,369.25) for the window replacement project at the Joplin Justice Center and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City enter into an agreement for contractor services with The Wilson Group Inc. in the amount of One Hundred Ninety-Six Thousand Three Hundred Sixty-Nine and 25/100 Dollars ($196,369.25) for the window replacement project at the Joplin Justice Center, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will ensure that the City and Contractor can fully execute the agreement within required Federal Grant Fund timelines.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2024, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-163 **ORDINANCE NO.**

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2024-156 – authorizing an agreement by and between the City of Joplin and Crawford, Murphy and Tilley (CMT) for Construction Management services for the rehabilitation of Runway 13/31 and Taxiway E at the Joplin Regional Airport.

MEETING DATE
December 2, 2024

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
Council Bill 2024-156; Construction Management Agreement, Proposed Improvements Exhibit

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

SUMMARY
This Council Bill approves an agreement by and between the City of Joplin and Crawford, Murphy and Tilley (CMT) for Six Hundred Twenty-Six Thousand Two Hundred Ninety-Seven and 29/100 Dollars ($626,297.29) for Construction Management services for the rehabilitation of Runway 13/31 and Taxiway E at the Joplin Regional Airport.

BACKGROUND
The Airport uses a 5-year Consulting Agreement that has 2 years left with CMT. As part of this agreement, they are to submit the costs for and perform any construction management projects that arise during that time.

Total costs for Construction Management services for the Rehabilitation of Runway 13/31 and Taxiway E amount to $626,297.29. This cost will be covered 95/5 federal to local share with the FAA AIP Grant which results in the federal share of $594,982.43 and a local share of $31,314.86.

FUNDING SOURCE
FAA AIP Grant 3-29-0037-057-2024, Airport Fund

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

Airport Name:	Joplin Regional Airport
Project No.:	3-29-0037-057
County:	Jasper

AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1
CONSTRUCTION SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Joplin, Missouri (hereinafter, "Sponsor") and Crawford Murphy and Tilly inc. (CMT) (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on August 23, 2023, to accomplish a project at the Joplin Regional Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section 17 of the Original Agreement and Exhibit II - SA1, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section 9 of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee payable included in Section 9 of the Original Agreement shall remain the same as in the original agreement.

(D) For and in consideration of the Construction Phase Administration Services rendered by Consultant, Owner shall pay Consultant direct salaries, overhead, direct expenses, and subconsultant fees as specified in Section (9) of the Original Agreement plus a fixed fee of **$31,070.83** for a total not to exceed amount of **$626,297.29.**

(E) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV - SA1 and Exhibit V - SA1, which are attached hereto and incorporated herein by reference.

(3) PERIOD OF SERVICE: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 120 calendar days after final acceptance. The projected completion date shown on Exhibit VI is now revised to 120 days after final acceptance, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

(4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Supplemental Agreement No. 1 dollar value.

(B) DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete % of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL $ VALUE OF THE DBE SUBCONTRACT	CONTRACT $ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT $ VALUE APPLICABLE TO TOTAL GOAL

(5) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Algier Martin and Associates	P.O. Box 2627 Joplin, MO 64803-2627	Resident Engineer
Palmerton and Parrish	3500 East 13th Street	Material Testing

(6) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this 24th day of September, 20 24.

Executed by the Sponsor this _____ day of _____, 20 ____.

CONSULTANT

By _____

Title Sr Vice President.

SPONSOR – City of Joplin

By _____.

Title _____

ATTEST:

By _____

Title Group Manager

ATTEST:

By _____.

Title _____

Approved as to Form:

By _____

Title Sr Vice President

Approved as to Form:

By _____

Title _____

EXHIBIT II - SA1

SCOPE OF SERVICES

1. Preliminary

   a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.

   b. Develop a **Federal-Construction Observation Program** in accordance with FAA requirements.

   c. Provide a sealed, signed and dated copy of the Construction Observation Program (COP) prior to the pre-construction conference.

   d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.

2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:

   a. Review shop drawings and material certification submittals as provided by the Contractor.

   b. Provide construction observation services, including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
      i. Overall Daily Inspection: 1 RE @ 140 calendar days @ 10 hours per day
      ii. Overall Daily Supplemental Inspection: 1 RE @ 60 days @ 10 hours per day
      iii. Overall Daily Supplemental Inspection: 1 RE @ 40 days @ 10 hours per day
      iv. Phase 3 Inspection: 1 PM, 1 RE @ 14 days @ 9 hours per day

   c. Perform material(s) testing (field and laboratory) as required by the COP.

   d. Respond to field issues throughout the duration of the project.

   e. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.

   f. Attend and conduct Pre-Pave Meeting. Minutes of the meeting will be prepared and distributed to all attendees.

   g. Hold weekly construction progress meetings

   h. Attend and Conduct Phase 3 Pre-construction preparation meeting.

   f. Prepare change orders and supplemental agreements necessary for construction of the project.

g. Attend and conduct a final review of the Project with the Sponsor, FAA, and the Contractor

h. Inspection of Final Punch List items:
    i. RE @ 10 days @ 8 hours per day

3. Project Closeout Phase

a. Prepare and submit to the Sponsor and FAA one (1) electronic set of record drawings on a compact disc (CD) in .pdf format copied to a single file.

b. Prepare and submit to the Sponsor and FAA a Final Testing Report as required by the COP.

c. Prepare and submit to the Sponsor an updated **Airport Layout Drawing (ALD)** showing as-built conditions. The sponsor will approve and sign as necessary and forward four (4) full size copies to FAA for approval. FAA will distribute the copies as one (1) to the Sponsor, one (1) to FAA, and one (1) to the Consultant. An electronic copy of the updated sheets will be submitted to both FAA and the City in .pdf format, with CADD files submitted to the City.

d. Provide FAA with all closeout documents as required for project final acceptance.

EXHIBIT V - SA1

ENGINEERING DESIGN SERVICES-COST BREAKDOWN (REVISED)

EXHIBIT IV - SA1

DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

EXHIBIT V - SA1

ENGINEERING CONSTRUCTION SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT

CITY OFJOPLIN, MISSOURI

REHABILITATION OF RUNWAY 13-31: ADD ALT #1 & #2 REHABILITATE TAXIWAY E

CONSTRUCTION PHASE SERVICES

June 10, 2024

Basic Services	Fee	Hours
Construction Phase	$626,297.29	1,379
Special Services	**Fee**	**Hours**
AGIS Post-Construction Survey	$0.00	0
Total	**$626,297.29**	**1,379**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
CITY OFJOPLIN, MISSOURI
REHABILITATION OF RUNWAY 13-31: ADD ALT #1 & #2 REHABILITATE TAXIWAY E
CONSTRUCTION PHASE SERVICES
June 10, 2024

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	(2025 Rates) RATE/HOUR	COST ($)
Principal	0	$107.43	$0.00
Project Engineer II	44	$82.16	$3,615.15
Project Manager I	488	$65.72	$32,071.12
Senior Engineer I	109	$50.45	$5,499.32
Engineer I	57	$38.59	$2,199.49
Senior Planner I	0	$49.98	$0.00
Planner I	0	$38.82	$0.00
Land Surveyor	0	$56.28	$0.00
Senior Technician I	666	$49.14	$32,727.24
Technician II	0	$32.49	$0.00
Admin./Accounting Assistant	15	$26.03	$390.44
	1,379		

Total Direct Salary Costs = $76,502.76

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 170.76 % = $130,636.11

3 **SUBTOTAL:**

Items 1 and 2 = $207,138.87

4 **PROFIT:**

15 % of Item 3 Subtotal = $31,070.83 Fixed Fee

Subtotal $238,209.70

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	11600	Miles @	$0.670	/ Mile =	$7,772.00
b. Construction Vehicle	0	Days @	$15.00	/ Day =	$0.00
c. Meals	46	Days @	$52.00	/ Day =	$2,392.00
d. Motel	26	Nights @	$130.00	/ Night =	$3,380.00
e. Permitting (Land Disturbance)				=	$750.00
f. Printing and Shipping				=	$1,200.00

Total Out-of-Pocket Expenses = $15,494.00

6 **SUBCONTRACT COSTS:**

a. Material Testing (PPI)	=	$94,093.59
b. Construction Observation (AMA)	=	$278,500.00
c.	=	
d.	=	

= $372,593.59

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $626,297.29 Not to Exceed

Exhibit V

JOPLIN REGIONAL AIRPORT
CITY OFJOPLIN, MISSOURI

CONSTRUCTION PHASE SERVICES
REHABILITATION OF RUNWAY 13-31: ADD ALT #1 & #2 REHABILITATE TAXIWAY E

June 10, 2024

Classification: Gross Hourly Rate:		Principal $334.50	Project Engineer II $255.83	Project Manager I $204.63	Senior Engineer I $157.10	Engineer I $120.15	Senior Planner I $155.62	Planner I $120.87	Land Surveyor $175.24	Senior Technician I $153.01	Technician II $101.16	Administrative/ Accounting Assistant $81.05	Other Costs
A. BASIC SERVICES													
1. Construction Phase:													
Prepare copies of conformed plans/specs for use by Contractor				1		3						1	
Prepare electronic files for contractor use				1		4				2			
Develop COP in accordance with FAA requirements				1		8							
Set up const. documentation paperwork, file folders, project binders, etc.						10							
Attend and conduct preconstruction conference and distribute minutes				12						4			
Review shop drawings, material certifications				8	16	6				10			
Project Field Inspection (140 days @ 10 hrs/day) SUB													
Travel to/from Site - Onsite Inspection R.E. #1													
Project Supplimental Field Inspection (60 days @ 10 hrs/day)SUB													
Travel to/from Site - Onsite Supp. R.E. #2													
Project Supplimental Field Inspection (40 days @ 10 hrs/day)										400			
Travel to/from Site - Onsite Supp. R.E. #3										64			
Phase 3 - Supplimental Field Inspection - Project Manager (14 days @ 9 hrs/day)				126									
Phase 3 - Travel to/from Site - Onsite Supp. PM (3 trips)				24									
Phase 3 - Supplimental Field Inspection - RE #1 (14 days @ 9 hrs/day)										126			
Phase 3 - Travel to/from Site - Onsite Supp. R.E. #1 (3 trips)										24			
Project Manager Field Visits/Site Inspections (12 days @ 10hrs/day)				120									
Travel to/from Site - PM Site Visit (10 trips)				80									
Office Support			32	24	16								
Prepare change orders, pay requests			8	14	12								
Phase 3 Pre-Construction Preparation				12						4			
Review payrolls				2	14							14	
Attend and Conduct Pre-Pave Meeting				12									
PM Weekly Construction Meetings Conference Call (0.5 hour/week, 28 weeks)				14									
Respond to field issues throughout duration of project			4	16	16	3				4			
Attend and conduct final inspection				16									
Verify completion of punch list (conducted by RE)				2									
Prepare and submit record drawings					16	5				8			
Prepare and submit Final Testing Report / Closeout Report				2	16	16				16			
Final DBE Documentation				1	1	2							
Update & Submit ALP to show As Built Conditions					2					4			
Total hours =	1,379	0	44	488	109	57	0	0	0	666	0	15	(1,2,3,4,5)
Total =	$626,297.29	$0.00	$11,256.64	$99,861.12	$17,123.46	$6,848.63	$0.00	$0.00	$0.00	$101,904.12	$0.00	$1,215.74	$388,087.59
2. AGIS Update (Not Required)													
Project Creation - FAA AGIS Website & SOW													
Field Survey - Project Areas													
Post Processing Survey Data													
AGIS Geometry Creation													
AGIS Attribution													
QAQC Review and FAA Submittal													
Total hours =	0	0	0	0	0	0	0	0	0	0	0	0	(1,2,3,4,5)
Total =	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
PART A SUBTOTAL =		**$626,297.29**											
GRAND TOTAL =		**$626,297.29**											

Construction Observation Services
Allgeier Martin and Associates, Inc.
Estimate of Costs

June 10, 2024

Joplin Regional Airport
Rehabilitate Runway 13-31
Scheduled for Spring of 2025

CLASSIFICATION	Hours	RATE	EXTENDED COST
Construction Observation Services			
Project Representative III	1944	$ 139.00	$ 270,216.00
Principle Engineer IV	20	$ 243.00	$ 4,860.00
Direct Pass thru Costs			
Travel	5160	$ 0.67	$ 3,457.20
		Estimated Contract Ceiling	$ 278,533.20
		Established Contract Ceiling	**$ 278,500.00**

Summary of Inspection Hours - Breakdown			
Description	**Days**	**Hrs/Day**	**Total Hrs**
Primary Inspection	60	10	600
Primary Inspection	60	12	720
Assistant Inspection	52	12	624
		Total	**1944**
Description	**Travel Days**	**Miles/Day**	**Total Miles**
Mileage	172	30	5160

Notes:

1.0 Daily inspection includes preconstruction conference, project meetings and site inspection pursuant to CMT Letter dated May 31, 2024

2.0 Estimate is based upon Calendar Day durations as noted below.

-Primary inspection based upon 140 Calendar Days. (3 days per week, 10 hours per day)

-Primary inspection based upon 140 Calendar Days. (3 days per week, 12 hours per day)

-Assistant inspection based upon 60 Calendar Days (6 days per week, 12 hours per day)

3.0 Engineering Support Estimated at 20 hours total.

Construction Observation Services

Allgeier Martin and Associates, Inc.

Estimate of Costs

Date:

Joplin Regional Airport

Rehabilitate Runway 13-31

Scheduled for Spring of 2025

CLASSIFICATION	Hours	RATE	EXTENDED COST
Construction Observation Services			
Project Representative III			
Principle Engineer IV			
Direct Pass thru Costs			
Travel			

Established Contract Ceiling

Summary of Inspection Hours - Breakdown			
Description	**Days**	**Hrs/Day**	**Total Hrs**
Primary Inspection			
Primary Inspection			
Assistant Inspection			
		Total	
Description	**Travel Days**	**Miles/Day**	**Total Miles**
Mileage			

PALMERTON & PARRISH, INC.

4168 West Kearney Street
Springfield, Missouri 65803
Ph: (417) 864-6000
www.ppimo.com

PROJECT : Rehabilitate Runway 13-31
LOCATION: Joplin Regional Airport - Joplin, Missouri
DATE : June 5, 2024

Projected Costs for QA Testing

ITEM DESCRIPTION	UNIT COST		UNITS	EXTENSION
PPI Office - Clerical, Management & Review				
Engineer Reviews & Attend Site Meetings	$194.25	/hr.	30.00	$5,827.50
Clerical	$76.65	/hr.	40.00	$3,066.00
Mileage	$0.72	/mi.	600.00	$432.00
			Subtotal; PPI Office	**$9,325.50**
Embankment In Place (P-152)				
Field Tech w/ Travel for Soil Sample Pickup (2 trips x 2 hrs per trip)	$89.00	/hr.	4.00	$356.00
Field Tech w/ Travel to Perform Proof Rolling (5 trips x 2 hrs per trip)	$89.00	/hr.	10.00	$890.00
Field Tech w/ Travel to Perform Density Testing (5 trips x 3 hrs per trip)	$89.00	/hr.	15.00	$1,335.00
Atterberg Limits	$113.37	ea	3.00	$340.11
Gradation	$133.46	ea	3.00	$400.38
Standard Proctor	$286.98	ea	3.00	$860.94
Field Density Tests	$15.60	ea	10.00	$156.00
Mileage	$0.72	/mi.	300.00	$216.00
			Subtotal; Embankment In Place	**$4,554.43**
Subbase Course (P-209) - 7,850 SY				
Field Tech w/ Travel for Sample Pickup (1 trip x 2 hrs per trip)	$89.00	/hr.	2.00	$178.00
Field Tech w/ Travel for Density Testing (6 trips x 3 hrs per trip)	$89.00	/hr.	18.00	$1,602.00
Field Density Tests	$15.60	ea	12.00	$187.20
Atterberg Limits	$113.37	ea	0.00	$0.00
Gradation	$133.46	ea	2.00	$266.92
Standard Proctor	$286.98	ea	2.00	$573.96
Mileage	$0.72	/mi.	200.00	$144.00
			Subtotal; Subbase Course	**$2,952.08**
Bituminous Material Testing (P-401) - 20,534 Tons Overlay				
Field Tech to Perform Asphalt Sampling (11 trips x 12 hrs per trip)	$89.00	/hr.	132.00	$11,748.00
Field Tech to Transport Samples (11 trips x 6 hrs per trip)	$89.00	/hr.	66.00	$5,874.00
Hot Mix Asphalt Testing (11 lots x 3 tests per lot)	$596.52	ea	33.00	$19,685.16
Field Tech to Cut Cores (by Contractor)	$89.00	/hr.	0.00	$0.00
Core Density & Thickness	$51.96	ea	88.00	$4,572.48
Mileage	$0.72	/mi.	1900.00	$1,368.00
			Subtotal; Bituminous Material Testing (P-401) Overlay	**$43,247.64**
Bituminous Material Testing (P-401) - 7,820 Tons Large Crack Repair				
Field Tech to Perform Asphalt Sampling (4 trips x 12 hrs per trip)	$89.00	/hr.	48.00	$4,272.00
Field Tech to Transport Samples (4 trips x 6 hrs per trip)	$89.00	/hr.	24.00	$2,136.00
Hot Mix Asphalt Testing (4 lots x 3 tests per lot)	$596.62	ea	12.00	$7,159.44
Field Tech to Cut Cores (by Contractor)	$89.00	/hr.	0.00	$0.00
Core Density & Thickness	$51.96	ea	32.00	$1,662.72
Mileage	$0.72	/mi.	860.00	$619.20
			Subtotal; Bituminous Material Testing (P-401) Large Crack Repair	**$15,849.36**
Structural Concrete (P-610)				
Field Tech to Perform Concrete Testing (13 trips x 3 hrs/trip)	$89.00	/hr.	39.00	$3,471.00
Field Tech to Pickup Concrete Cylinders (13 trips x 1 hrs/trip)	$89.00	/hr.	13.00	$1,157.00
Concrete Cylinders - Processed (13 trips x 4 cyl)	$17.00	ea	52.00	$884.00
Mileage	$0.69	/mi.	550.00	$379.50
			Subtotal; Structural Concrete	**$5,891.50**
			REHABILITATE RUNWAY 13-31 - TOTAL ESTIMATED COST	**$81,820.51**
			NOT-TO-EXCEED COST W/ 15% CONTINGENCY	**$94,093.59**

LEGEND

- BASE BID: 2" BITUMINOUS MILL AND OVERLAY WITH SELECT PAVEMENT REPAIRS
- ADDITIVE ALTERNATE #1: 2" BITUMINOUS MILL AND OVERLAY WITH SELECT PAVEMENT REPAIRS
- ADDITIVE ALTERNATE #2: 2" BITUMINOUS MILL AND OVERLAY WITH SELECT PAVEMENT REPAIRS
- CONTRACTOR'S STORAGE AND STAGING AREA
- PROPOSED LIGHTING

SCALE
0 350 700 1050

COLONIAL DRIVE
CARL JUNCTION ROAD
COUNTY ROAD 24
ATC
STA 170+00.00 (BASELINE RWY 13-31)
OFF 0.00' RT. (BASELINE RWY 13-31)
N 355633.535
E 2791268.235
CONTRACTOR'S STORAGE AND STAGING AREA
TWY C
TAXIWAY C
RUNWAY 18/36
TWY D4
TWY D3
TWY D2
TAXIWAY D
TWY D1
TWY B
TWY A
EXIST. TWY A
TWY L
TERMINAL APRON
RUNWAY 13/31
TAXIWAY K
TAXIWAY F
DENNIS WEAVER DRIVE
MCARTHUR BOULEVARD
EXISTING GATE. SEE CSPP NOTES SHEET 1, "5. CONTRACTOR ACCESS", NOTE 4
CONTRACTOR'S STORAGE AND STAGING AREA
EXISTING GATE. SEE CSPP NOTES SHEET 1, "5. CONTRACTOR ACCESS", NOTE 4
STA 95+00.00 (BASELINE RWY 13-31)
OFF 0.00' LT. (BASELINE RWY 13-31)
N 361204.904
E 2786247.294
NORTH MAIN STREET

CONTROL POINTS

NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	360637.629	2786891.631	948.81	102 IP
101	360193.703	2787293.873	955.351	102 CP IPIN
102	359672.223	2787762.562	959.541	102 CP IPIN
103	359152.404	2788230.035	962.945	102 CP IPIN
104	358632.565	2788698.205	967.029	102 CP IPIN
105	358260.365	2789032.951	969.476	102 CP IPIN
106	357536.701	2789685.167	968.956	102 CP IPIN
107	357017.056	2790154.274	971.373	102 CP IPIN
108	356497.036	2790622.651	975.738	102 CP IPIN
109	356018.904	2790779.679	976.668	102 CP IPIN

REVISIONS

NUMBER	BY	DATE

0 1 2
THIS BAR IS EQUAL TO 2" AT FULL SCALE (34X22). PLOT 1

JOPLIN REGIONAL AIRPORT
7331 MISSOURI 43
WEBB CITY, JASPER COUNTY, MO 64870

REHABILITATE RUNWAY 13-31

STATE OF MISSOURI
DAVID J. NAUMAN
NUMBER PE-2005006310
5/7/2024
PROFESSIONAL ENGINEER

CMT
ONE MEMORIAL DRIVE, SUITE 500, ST. LOUIS, MO 63102
PHONE 314.436.3555 www.cmtengr.com
PROFESSIONAL ENGINEERING - 000631
© Copyright CMT, Inc.

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THESE PLANS AND TO THE EXTENT AUTHORIZED BY THE CONTRACT FOR THIS PROJECT. ANY ADDITIONS, DELETIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OF THE WORK REQUIRED HEREIN IS UNAUTHORIZED.

AIP PROJECT – 3-29-0037-053

FILE: 003_Site_Plan.dgn
DESIGN BY: BDB
DRAWN BY: BDB
CHECKED BY: TCS
APPROVED BY: TCS
DATE: MAY 07, 2024
JOB No: 22004966-00

Figure 1-2
SITE PLAN - PROPOSED IMPROVEMENTS

5/7/2024
K:\JoplinMOAp\22004966-00_1331Design\4966001Roadway\Sheets\003_Site_Plan.dgn

COUNCIL BILL NO. 2024-156 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy and Tilley for Construction Management services for the Rehabilitation of Runway 13-31 and Taxiway E at the Joplin Regional Airport. This agreement is for the not to exceed amount of Six Hundred Twenty-Six Thousand Two Hundred Ninety-Seven and 29/100 Dollars ($626,297.29); and authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin and setting an effective date.

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

Section 1. That the agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for Construction Management Services not to exceed the amount of Six Hundred Twenty-Six Thousand Two Hundred Ninety-Seven and 29/100 Dollars ($626,297.29); a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit "A", is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Crawford, Murphy & Tilly, Inc.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Airport Fund of FY 2025 and is being partially funded through the FAA AIP Grant.

Section 4. That this Council Bill shall have an effective date of December 17, 2024.

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

_____, 2024, by a _____ vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2024-157 – authorizing an agreement by and between the City of Joplin and Emery Sapp & Sons, Inc., for the Rehabilitation of Runway 13/31 and Taxiway E at the Joplin Regional Airport.

MEETING DATE
December 2, 2024

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
Council Bill 2024-157; Contract Agreement; Engineer's Bid Evaluation; Proposed Improvements Exhibit

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

SUMMARY
This Council Bill approves an agreement by and between the City of Joplin and Emery Sapp & Sons, Inc., for Eleven Million Three Hundred Eighty-Nine Thousand One Hundred Eleven and 54/100 Dollars ($11,389,111.54) for the Rehabilitation of Runway 13/31 and Taxiway E at the Joplin Regional Airport.

BACKGROUND
The Joplin Regional Airport underwent a Master Planning process (culminating in a signed Airport Layout Plan, dated February 12, 2019) that validated Runway 13-31 and Taxiway E as important airfield elements to serve Joplin's air traveling public. The Airport's Master Plan included the development of a Pavement Management Plan (PMP) which inventories the existing airfield pavement assets, assesses their condition and identifies necessary improvements to maintain the airport's infrastructure. The PMP Update that was completed as part of the Master Plan identified a need to rehabilitation Runway 13-31 and Taxiway Echo in order to extend the service life of these pavements. An additional PMP Update was completed in 2023 which further validated the need to rehabilitate these pavements.

JLN worked with FAA to program the rehabilitation of these pavements for federal funding grants. FAA programmed the City of Joplin for a design grant in Federal Fiscal Year 2023 and a construction grant in Federal fiscal year 2024. JLN received a FY23 grant for the design of this project and contracted with CMT on 8/23/23 to complete the design.

A request for bidders was advertised for this project on May 10, 2024, for a bid opening date of May 30, 2024. There was only one bid received, from Emery Sapp & Sons, Inc. The bid exceeded the Engineer's Estimate, so the company entered evaluations with the airport construction consultant. At the conclusion of the negotiations the airport construction consultant recommended the city award the contract. The City utilized this bid to formally request the FY24

construction grant. The FAA issued a grant to the City for this project based upon this bid. The FAA concurred with that recommendation.

Total project costs for this project amount to $11,389,111.54. These costs will be covered 95/5 federal to local share with two grants which results in the federal share of $10,819,655.96 and a local share of $569,455.58.

FUNDING SOURCE

FAA AIP Grant 3-29-0037-057-2024, FAA BIL Grant 3-29-0037-059-2025, Airport Fund

RECOMMENDATION

Staff recommends approval of this Council Bill on first reading.

FORM OF
CONTRACT AGREEMENT
City OF Joplin, MO
AIP Project No. **3-29-0037-053**

THIS AGREEMENT, made as of this _____ day of _____, 20_____, is **BY AND BETWEEN**

the OWNER: Name: **CITY OF JOPLIN, MO**
Address: **602 SOUTH MAIN STREET, 4th FLOOR**
City/State/Zip Code: **JOPLIN, MO 64801**

And the CONTRACTOR: Name: Emery Sapp & Sons
Address: 2301 I-70 Dr. NW
City/State/Zip Code: Columbia MO 65202

WITNESSETH:
WHEREAS it is the intent of the Owner to make improvements at **Joplin Regional Airport** generally described as follows;
AIP PROJECT 3-29-0037-053
Rehabilitate Runway 13-31; Additive Alternate 1: Rehabilitate Taxiway E Between Runway 13 RSA and Taxiway E1; Additive Alternate 2: Rehabilitate Taxiway E Between Taxiway E1 and Taxiway D
hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work
It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents
CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:
$11,309,111.54 ($Eleven Million Three Hundred Eighty-Nine Thousand One Hundred Eleven Dollars and 54/100
(Amount in Written Words) (Amount in Numerals)
subject to the following;

a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **one hundred and twenty (120) calendar days** (or 140 calendar days is Additive Alternate No 2 is awarded) of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as

liquidated damages the non-penal sum of **$3,000.00** per day for each calendar day required in excess of the authorized contract time for each phase.
Furthermore, the CONTRACTOR understands and agrees that;

- **a.** the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- **b.** the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- **a.** **Certification of Eligibility (29 CFR Part 5.5)**

  - **i.** By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
  - **ii.** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
  - **iii.** The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

- **b.** **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**
  The federally-assisted construction CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- **a.** CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;

b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
d. OWNER and CONTRACTOR each, bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Crawford, Murphy & Tilly, Inc.
One Memorial Drive
Gateway Tower, Suite 500
St. Louis, MO 63102

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER	**CONTRACTOR**
Name: _____	Name: EMERY SAPP & SONS
Address: _____	Address: 2301 I-70 Dr. NW
_____	COLUMBIA, MO 65202
By: _____	By: T. TYSON COLLINS
Signature	*Signature*
_____	ASSISTANT VICE PRESIDENT
Title of Representative	*Title of Representative*
ATTEST:	ATTEST
By: _____	By: _____
Signature	*Signature*
_____	_____

July 15, 2024

Mr. Bart Starkey
Airport Manager
Joplin Regional Airport
602 S. Main Street
Joplin, MO 64801

Re : *Joplin Regional Airport*
Rehabilitate Runway 13-31
and Additive alternates
AIP Project Number: 3-29-0037-057
CMT Project Number: 22004966-00

Bid Evaluation/Recommendation to Award

As requested, the single bid package of Emery Sapp & Sons, Inc. (ESS), has been evaluated for completion, and the bid schedule analyzed in comparison with the Engineer's Opinion of Cost for the current project, as well as bid tabulations from previously completed/bid projects. The review is completed to determine whether the accepted bid is fair and reasonable and qualifies for award recommendation.

Bid Package

The full bid package was reviewed for correctness and completion. The 4% DBE requirement was exceeded at 6.91% - all DBE's are listed in the MRCC directory. ESS is on the approved MoDOT Prime Contractor list and is shown as "in good standing" with the Missouri Secretary of State. ESS is active in the System for Award Management (SAM.gov). Bidder qualifications, required within the first three business days following the bid, were included and acceptable. Proper E-Verify documentation was included in the bid package.

Bid Tabulation/Comparison

When evaluated in its entirety, the submitted single bid runs higher that the Engineer's Opinion of Probable costs for the Base Bid, when including the Addendum Nos. 1 & 2 .

	Engineer's OPC	Emery Sapp As-Bid	Overage
Base Bid	$10,449,930.13	$11,394,131.54	9.04%

The Engineer's Opinion is an average cost utilizing industry cost standards, individual item material and labor breakdowns, and past bid abstracts, with adjustments made for local conditions as well as potential inefficiencies from quantity or work limitations. The volatility of the current bidding market (supply chain shortages, labor shortages, rising material and fuel costs), plus the influx of multiple transportation funding sources – leading to countless project options for all contractors, have led to increased difficulty in estimating project costs, particularly in a single bidder environment. It is difficult for the Engineer to closely approximate the cost of each and every line item bid submitted by contractors, as costs are routinely shifted between line items as the contractor sees fit, especially as mobilization caps are imposed.

Regardless, each line item was compared to the Engineer's Opinion of Cost for both percentage of difference in unit cost and total line item cost differential. As would be expected, small quantity items with high unit price differential do not contribute significantly to the overall bid difference at the same scale that a large quantity item would. For the purposes of this evaluation summary, we have focused on line items that exhibit sizable differences (>$100,000) in overall line item cost.

+ The C-100 Quality Control Pay Item pay item was estimated by CMT at a total of $75,000. The ESS item was bid at $371,155.00, a $296,155 difference (395%). The CQCP item has been difficult to estimate since initiated in 2012, as pricing varies wildly between contractors, even on the same project. The ESS line item cost for CQCP is close to 3.2% of their overall bid. This is similar to other CQCP percentages that have been bid at other airports such as Lee C Fine and Cape Girardeau. In phone conversations, ESS explained that the 10% cap on mobilization typically leads to the bump of the CQCP lump sum item, increasing those costs above what would be anticipated for a typical QC program for a project.

+ The C-105 Mobilization pay item was estimated by CMT at close to 10% of the base bid value in the Engineer's Opinion of Probable Cost. The item is capped at 10% of the overall project cost within the C-105 specification and Section 20 of the Project Manual. The ESS cost is in line with the 10% cap, but because their overall project costs are much higher than the OPC and they included the additive alternates, this causes a mobilization overage. ESS's line item cost exceeds the estimate by $261,350 (32% more than the estimated $816,435). Mobilization is traditionally a difficult item to estimate from an Engineer's perspective, and the differences in unit price from contractor to contractor (and project to project) can vary widely.

+ The P-101-6.3 Crack Repair overage of $232,500 is only 15% higher than the OPC and the amount is mainly due to the item having a large quantity. The cost difference of this item is attributed to the cost of the next item to be discussed the asphalt.

Gateway Tower One Memorial Drive Suite 500 St. Louis, Missouri 63102 **PHONE** 314.436.5500 **FAX** 314.436.0723 cmtengr.com Engineers and Consultants

+ The P-401-8.1 Asphalt Surface Coarse pay item contains a fair bulk of the project cost, with its relatively large quantity (project-speaking) and unit cost, in both the project estimate and ESS bid. Even a small discrepancy in unit cost can multiply out to a very large line item overage. In this case, the OPC was $129/Ton while ESS bid of $150/Ton led to overall line item overage of $340,683 (16%). It was a hope that with straight line runway paving that the asphalt price may be lower than what we have seen lately but with ever fluctuating oil prices and this project not expected to be constructed until next year the asphalt price that was received was very similar to other projects bid around the state. Lee C Fine received an asphalt price of $162/ton and 248/ton while Higginsville received asphalt bids at $168.49/Ton and $192/Ton. Based on these bids from other airports it appears there was a slight discounted rate for the asphalt paving on the runway just not as much as what was anticipated.

While the ESS was higher on a few select items they tended to be the large items with these four pay items accounting for $1,130,688.13 worth of overage. The total difference between the bids (including items that were less than the OPC) was $944,201.41, so some items were less than the OPC.

Bid Competition

The project advertisement was sent to prime contractors currently on MoDOT's approved prime directory, then also directly to contractors who'd expressed specific interest in the Airport's projects. Asphalt tends to be a very regional construction item in Missouri with only one or two contractors in an area that will construct or bid airport asphalt projects. Several previously-interested contractors, plan holders and other local contractors with history at the Airport were contacted in an attempt to document potential reasons for the lack of final interest and bids.

- Capital Paving & Construction (Ozark, MO) obtained a set of bidding documents but determined that their schedule just did not work with the proposed project. They had too much work on the books and could not find a way to fit this project in their schedule.
- Ambrozi Contracting (St. Joseph, MO) obtained a set of bidding documents and is trying to get a larger airport project like this but they decided not to bid this job to focus on other potential jobs and bids.

Bid Negotiation

Because of the large discrepancy in some of the individual line items described above, as well as the overall cost of the project, a negotiation was undertaken with ESS to not only look for potential cost savings within those items, but within the project as a whole. ESS reviewed potential areas of costs savings, which were put forth in a 7/2/2024 proposal. $107,020.00k in potential credits were included.

- P-152-4.1 Embankment in Place-Offsite – ESS and their sub agreed to lower the price by $5.02/Cy for a potential cost savings of $5,020.00 if the entire quantity is used

- P-401 Asphalt Surface Course - A $102,000 credit was offered to allow them to use a notch wedge system to form their longitudinal asphalt joints. Due to the FAA specification requirements on the formation of joints this proposal could not be accepted. (DENIED)

Summary

Comparing individual items may reveal sizable differences per line. However, when the overall project bid is viewed as a whole, we feel that the single bid provided is in line with anticipated cost for completing this work especially when compared to the current bidding environment. The benefits to the Airport of completing the project next spring in the current funding climate would likely outweigh any potential benefits that may be gained by a re-bid of the project for later 2025 or early 2026 construction.

Because of that, it is CMT's recommendation to award the Base Bid and any funded additive alternates to the low bidder, Emery Sapp & Sons, Inc, of Columbia, MO, upon receiving a grant from the FAA, in the negotiated amount of Base Bid– Nine Million, Nine Hundred Eighty Thousand, Ninety-One Dollars and Seventy-Nine Cents
Additive Alternate #1 – Three Hundred Six Thousand, Five Hundred Twenty-Nine Dollars and Twenty-Five Cents
Additive Alternate #2 - One Million, One Hundred Two Thousand, Four Hundred Ninety Dollars and Fifty Cents

Please feel free to call or email if you have any comments or questions.

Sincerely,

Brian Bloodworth
Project Engineer, Crawford, Murphy & Tilly, Inc.

Attachments: ESS Bid Package
Bid Tabulation with Engineers Estimate

Gateway Tower One Memorial Drive Suite 500 St. Louis, Missouri 63102 **PHONE** 314.436.5500 **FAX** 314.436.0723 cmtengr.com Engineers and Consultants

LEGEND

- BASE BID: 2" BITUMINOUS MILL AND OVERLAY WITH SELECT PAVEMENT REPAIRS
- ADDITIVE ALTERNATE #1: 2" BITUMINOUS MILL AND OVERLAY WITH SELECT PAVEMENT REPAIRS
- ADDITIVE ALTERNATE #2: 2" BITUMINOUS MILL AND OVERLAY WITH SELECT PAVEMENT REPAIRS
- CONTRACTOR'S STORAGE AND STAGING AREA
- PROPOSED LIGHTING

SCALE
0 350 700 1050

COLONIAL DRIVE
CARL JUNCTION ROAD
COUNTY ROAD 24
ATC
STA 170+00.00 (BASELINE RWY 13-31)
OFF 0.00' RT. (BASELINE RWY 13-31)
N 355633.535
E 2791268.235
CONTRACTOR'S STORAGE AND STAGING AREA
TWY C
TAXIWAY C
RUNWAY 18/36
TWY D4
TWY D3
TWY D2
TAXIWAY D
TWY D1
TWY B
TWY A
EXIST. TWY A
TWY L
TERMINAL APRON
RUNWAY 13/31
TAXIWAY K
TAXIWAY F
DENNIS WEAVER DRIVE
MCARTHUR BOULEVARD
EXISTING GATE. SEE CSPP NOTES SHEET 1, "5. CONTRACTOR ACCESS", NOTE 4
CONTRACTOR'S STORAGE AND STAGING AREA
EXISTING GATE. SEE CSPP NOTES SHEET 1, "5. CONTRACTOR ACCESS", NOTE 4
STA 95+00.00 (BASELINE RWY 13-31)
OFF 0.00' LT. (BASELINE RWY 13-31)
N 361204.904
E 2786247.294
NORTH MAIN STREET

CONTROL POINTS

NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
100	360637.629	2786891.631	948.81	102 IP
101	360193.703	2787293.873	955.351	102 CP IPIN
102	359672.223	2787762.562	959.541	102 CP IPIN
103	359152.404	2788230.035	962.945	102 CP IPIN
104	358632.565	2788698.205	967.029	102 CP IPIN
105	358260.365	2789032.951	969.476	102 CP IPIN
106	357536.701	2789685.167	968.956	102 CP IPIN
107	357017.056	2790154.274	971.373	102 CP IPIN
108	356497.036	2790622.651	975.738	102 CP IPIN
109	356018.904	2790779.679	976.668	102 CP IPIN

REVISIONS

NUMBER	BY	DATE

0 1 2
THIS BAR IS EQUAL TO 2" AT FULL SCALE (34X22). PLOT 1

JOPLIN REGIONAL AIRPORT
7331 MISSOURI 43
WEBB CITY, JASPER COUNTY, MO 64870

REHABILITATE RUNWAY 13-31

STATE OF MISSOURI
DAVID J. NAUMAN
NUMBER PE-2005006310
5/7/2024
PROFESSIONAL ENGINEER

CMT
ONE MEMORIAL DRIVE, SUITE 500, ST. LOUIS, MO 63102
PHONE 314.436.3555 www.cmtengr.com
PROFESSIONAL ENGINEERING - 000631
© Copyright CMT, Inc.

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THESE PLANS AND TO THE EXTENT AUTHORIZED BY THE CONTRACT FOR THIS PROJECT. ANY ADDITIONS, DELETIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OF THE WORK REQUIRED HEREIN IS UNAUTHORIZED.

AIP PROJECT – 3-29-0037-053

FILE: 003_Site_Plan.dgn
DESIGN BY: BDB
DRAWN BY: BDB
CHECKED BY: TCS
APPROVED BY: TCS
DATE: MAY 07, 2024
JOB No: 22004966-00

Figure 1-2
SITE PLAN - PROPOSED IMPROVEMENTS

5/7/2024
K:\JoplinMOAp\22004966-00_1331Design\4966001Roadway\Sheets\003_Site_Plan.dgn

COUNCIL BILL NO. 2024-157 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Emery Sapp & Sons, Inc., for Eleven Million Three Hundred Eighty-Nine Thousand One Hundred Eleven and 54/100 Dollars ($11,389,111.54) for the Rehabilitation of Runway 13/31 and Taxiway E at the Joplin Regional Airport; authorizing the City Manager or his designee to execute the agreement by and on behalf of the City of Joplin and setting an effective date.

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

Section 1. That the agreement by and between the City of Joplin and Emery Sapp & Sons, Inc., for Eleven Million Three Hundred Eighty-Nine Thousand One Hundred Eleven and 54/100 Dollars ($11,389,111.54) for the Rehabilitation of Runway 13/31 and Taxiway E at the Joplin Regional Airport; a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit "A", is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said agreement, or an agreement in substantially similar form, by and on behalf of the City of Joplin with Emery Sapp & Sons, Inc.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Airport Fund of FY 2025 and is being partially funded through the FAA AIP Grant and the FAA BIL Grant.

Section 4. That this Council Bill shall have an effective date of December 17, 2024.

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

_____, 2024, by a _____ vote.

_____
Keenan T. Cortez, Sr., Mayor

COUNCIL BILL NO. 2024-157

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

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

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2024-160 – Approval of an agreement with Goins Enterprises, Inc. for the On-Call Infrastructure and Utility Cuts 2024 project.

MEETING DATE
December 2, 2024

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2024-160 Ordinance; Bid Summary; Construction Agreement

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

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Goins Enterprises, Inc. for On Call Infrastructure and Utility Cuts 2024 Project.

BACKGROUND
Utility companies and private construction contractors periodically cut the city streets, sidewalks, and curb and gutter in order to make utility and sewer connections for new homes and businesses. Utility companies also find it necessary to make cuts so they can make repairs to existing services. In order to ensure repairs meet city specifications, the city hires a contractor to make the repairs. Cost of the repairs are billed back to the utility companies and private construction contractors.

In addition to completing repairs from utility cuts, the On-Call Infrastructure and Utility Cuts contract offers a catalogue of services to be used on an On-Call basis based upon City need. This aspect of the contract is intended to offer flexibility with respect to addressing needed infrastructure repairs and installing minor system improvements within the City, as well as supplement the City's public works maintenance crews.

The On-Call Infrastructure and Utility Cuts 2024 contract, which was advertised in accordance with the City of Joplin's procurement policies, contained specific language informing bidders that "Quantities listed represent a portion of the expected quantities for **bid analysis only**. Actual quantities required for the contract will vary". The quantities for the utility cuts restoration items were based on the quantities provided to the City in the previous iterations of the Utility Cuts restoration contract. Three contractors submitted bids containing unit prices for more than 70 bid items. After bids were opened on November 7, 2024, the low bidder was determined by comparing the summation of each bidder's unit prices multiplied by the estimated quantities in the Bid form. The low bid was provided by Goins Enterprises, Inc, whose summation equaled $2,115,565.00 for the estimated scope of work. The bid was below the engineer's estimate.

Any of these unit prices can be applied to subsequent purchase orders, utilizing this menu-like contract. Staff plans to utilize this multiple-year contract to continue the work of the previous expiring Utility Cuts restoration contract as well as in repairing public-side infrastructure defects and implementing minor system improvements. The term of the contract will run for one (1) year from the Notice to Proceed date and can be extended for another two (2) years if mutually agreed upon by both parties.

FUNDING SOURCE

This is included in the FY 2025 Budget in the Transportation Sales Tax Fund for items pertaining to Utility Cuts restoration and the Parks and Stormwater Sales Tax and Transportation Sales Tax funds for items pertaining to minor system improvements.

RECOMMENDATION

Staff recommends adoption of this Council Bill on 1st reading.

COUNCIL BILL NO. 2024-160 **ORDINANCE NO**

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Goins Enterprises, Inc. for the On Call Infrastructure and Utility Cuts 2024 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the agreement by and between the City of Joplin and Goins Enterprises, Inc. for the On Call Infrastructure and Utility Cuts 2024 project, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

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 Transportation Sales Tax Fund for items pertaining to Utility Cuts restoration and the Parks and Stormwater Sales Tax and Transportation Sales Tax funds for items pertaining to minor system improvements.

Section 4. That this Council Bill shall have an effective date of December 17, 2024

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

_____, 2024 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2024-160

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Fund for items pertaining to Utility Cuts restoration and the Parks and Stormwater Sales Tax and Transportation Sales Tax funds for items pertaining to minor system improvements to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

Bid Summary

PROJECT: On-Call Infrastructure and Utility Cuts 2024

DATE OF BID OPENING: November 7, 2024

CONTRACTOR	BID
ATS Contractors, LLC	$2,717,250.00
Goins Enterprises	$2,115,565.00
Mears Installation, LLC	$2,503,598.50
Engineer's Estimate	$2,488,350.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND GOINS ENTERPRISES, INC.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Goins Enterprises, Inc. Address: 3255 N. County Lane 252 Joplin, MO 64801	
Attention: Dakota Rusk		Attention:	
Department: Public Works- Engineering		Phone:	Fax:
Phone: 417-624-0820 ext:1598	Fax:		

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

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

On-Call Infrastructure & Utility Cuts 2024

The City and Contractor agree to the following:

1. **Manner and Time for Completion**. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws. Term of contract will run for one (1) year from the notice to proceed date. Both parties reserve the right to extend the contract for two (2) additional years if mutually agreed upon.

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

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

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

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

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

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

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

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

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

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

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

no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

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

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the

company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds: (Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
c. Does not have a proposed debarment or suspension pending.
d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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

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

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per calendar day per individual excavation not completed within the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. All utility cuts within an arterial or collector street will be assessed double this rate and shall be deducted from the contract

amount until said work is completed to the satisfaction of the Director of Public Works. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity .

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

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

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

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

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

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

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

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

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

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

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

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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