CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-126 – Agreement for an Out-of-Town Sewer Service

MEETING DATE
July 7, 2025

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2025-126 Ordinance, Agreement for Out-of-Town Sewer Service; Exhibit Map

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

SUMMARY
This Council Bill will approve an agreement with Grizzly Contracting & Supply Co. LLC for sanitary sewer service to a property located adjacent to Briaroaks Lane in Newton County, Missouri.

BACKGROUND
Grizzly Contracting & Supply Co. LLC (the "Developer") owns property located adjacent to Briaroaks Lane in Newton County, as shown in the attached exhibit map. The City of Joplin owns and maintains public sanitary sewer infrastructure near the subject property. The Developer has requested that the City of Joplin provide sanitary sewer treatment services for wastewater generated from the property. As recently as 2019, an out-of-town sewer agreement for properties in the area was approved by the City Council to connect to the same sewer main. Prior to that nine property, other homes were already connected to this sewer main. The Agreement for Out-of-town sewer service (see attached) will allow the developer to connect to the City's sanitary sewer collection system. Under this agreement, the developer will be responsible for applicable permit fees, connection fees and ongoing fees for wastewater collection and treatment. The agreement stipulates applicable user rates, requires that all development on the property comply with the City of Joplin codes, and remains binding on all future property owners. The agreement also grants the City of Joplin the right to annex the property once it becomes contiguous with City Limits, in accordance with state statute requirements and at the City's discretion. Approval of this agreement aligns with the Public Works Department's ongoing objective to expand access to sanitary sewer services for as many residential and commercial properties as possible.

FUNDING SOURCE
Sewer Permits will be paid by the Developer.

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

AGREEMENT FOR OUT-OF-TOWN SEWER SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 2025, by and between Grizzly Contracting & Supply Co. LLC, a Kansas Limited Liability Company (hereinafter referred to as "Grantee") and the City of Joplin, Missouri, a Missouri Municipal Corporation ("Grantor"). Grantor's mailing address is 602 S. Main St., Joplin, MO 64801.

WHEREAS, Grantee owns certain real estate (hereinafter referred to as "the Property") located outside the present corporate limits of Grantor, said real estate being described as follows:

ALL OF LOTS NUMBERED THIRTEEN (13) AND FOURTEEN (14) IN VALLEY VIEW ESTATES TO THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

WHEREAS, Grantee desires that Grantor treat the sewage of and from the Property upon the terms, conditions, and considerations hereinafter set forth.

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

1. Recitals Incorporated. The above recitals are incorporated as if restated in full herein.

2. Sewer Service. Grantee shall, at its expense, provide a sewage collection system on and from the Property, and any Joplin Public Sewer System extension required by Grantor, all of which are to be constructed by Grantee in accordance with the following requirements:

a. Grantee's plans shall conform to all requirements of the Joplin City Code, including but not limited to the building code (Section 26-61 through Section 26-80), fire prevention code (Section 58-51 through Section 58-60), zoning code, and Standard Specifications. Grantee's plans must be prepared by an engineering firm or engineer licensed in Missouri. Grantee shall, at its expense, submit its plans for review by Grantor. Grantee shall be assessed fees for plan review pursuant to the rates established by Section 26-91 through Section 26-93, Section 58-68, and Section 106-62 of the Joplin City Code. Grantee shall not proceed unless Grantor has approved Grantor's plans.

b. Grantee shall, at its expense, obtain and record with the county recorder of deeds, any and all easements necessary for sewer service. Grantee shall provide Grantor with proof of said recording.

c. Grantee shall, at its expense, use an engineering firm or engineer licensed in Missouri, hereinafter referred to as "engineer," to inspect and supervise construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantee with a copy thereof to be given to Grantor. Engineer's approval must certify that all conditions of the Joplin City Code, including but not limited to the building code

(Section 26-61 through Section 26-80), fire prevention code (Section 58-51 through Section 58-60), zoning code, and Standard Specifications have been satisfied. Grantee shall also provide Grantor with drawings of any public infrastructure, including the sewage collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantor at that time. As an alternative to use of an engineering firm or engineer licensed in Missouri, Grantee may use City's building, fire, and public works departments in exchange for fees at the rates established by Section 26-91 through Section 26-93, Section 58-68, and Section 106-62 of the Joplin City Code.

d. Grantee shall, at its expense, obtain a connection permit prior to connection to the Joplin Public Sewer System. Grantor shall be assessed fees for connection pursuant to the rates established by Section 118-235 of the Joplin City Code.

e. Upon connection of Grantee's sewage collection system to the Joplin Public Sewer System, all right, title, and interest in any sewer main lines of Grantee's sewage collection system shall belong to City without compensation to Grantee. However, Grantee shall retain all right, title, and interest in any sewer lateral/service lines of Grantee's sewage collection system.

3. Maintenance and Repair of the Property's Sewage Collection System. Grantor shall be responsible for maintenance and repair of the Property's sewage collection system sewer main lines. Grantee shall be responsible for maintenance and repair of the Property's sewage collection system sewer lateral/service lines.

4. Discharge Requirements. Grantee must comply with any discharge requirements established by federal, state, or local law.

5. Rates for Service. Grantee shall be assessed fees for sewer service pursuant to the rates established by Section 118-202 of the Joplin City Code.

6. Payment Schedule. Grantee shall pay Grantor for any fees assessed pursuant to paragraph 5 herein within 30 days of invoice.

7. Development of the Property. Grantee agrees that the Property is governed by the Joplin City Code, including but not limited to the building code (Section 26-61 through Section 26-80), fire prevention code (Section 58-51 through Section 58-60), zoning code, and Standard Specifications. Grantee agrees that any construction or development of the Property shall conform to all requirements of the Joplin City Code and Standard Specifications. Any addresses at the Property shall conform to the City's standard numbering system. This paragraph 7 shall survive termination of this Agreement and shall be a covenant that runs with the land.

8. Annexation.

a. To the extent allowed by law, Grantor may annex the Property into the City of Joplin without further action of Grantee, after the Property becomes contiguous to the corporate limits of the City in accordance with Section 71.012, RSMo.

b. Grantee irrevocably appoints the City of Joplin Director of Public Works, herein "Director," as its attorney-in-fact for the sole purpose of presenting a verified petition requesting annexation of the Property to the Joplin City Council. The Director may exercise this power of attorney at any time after the Property becomes contiguous to the corporate limits of the City.

c. If requested by the Director, Grantee shall, within such time as specified by the Director, submit a verified petition requesting annexation of the Property to the City Clerk for presentation to the City Council. The Director may request Grantee to present an annexation petition at any time after the Property becomes contiguous to the corporate limits of the City. The provisions of this paragraph shall be enforceable by specific performance.

d. Grantee agrees not to take any action to oppose any annexation initiated by the City or by any other property owners which includes the Property.

e. This paragraph 8 shall survive termination of this Agreement and shall be a covenant that runs with the land.

9. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

10. Attorney's Fees and Expenses. Grantor shall be entitled to enforce this Agreement through all remedies lawfully available, and Grantee shall pay Grantor its costs of enforcement, including reasonable attorney's fees, in the event that Grantee is determined judicially to have violated the terms of this Agreement.

11. Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assigns, and shall be binding in the event of the death or legal disability of the parties.

12. Choice of Law and Venue. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Venue shall exclusively lie in the Circuit Court of Jasper County, Missouri.

13. Compliance with Law. Grantee shall comply with all federal, state, and local laws at all times.

14. Consequential Damages. In no event shall Grantor be liable to Grantee for special, indirect, or consequential damages.

15. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile signatures shall be given the same force and effect as original signatures.

16. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

17. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

18. Indemnification. Grantee hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Grantor, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses, including reasonable attorney's fees, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Grantor, its agents or employees, or Grantee, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

19. 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.

20. Severability. The clauses of this Agreement are independent and several and should any part or portion of this Agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the Agreement, and it shall remain in full force and effect.

21. Termination. Grantor may terminate this Agreement upon the failure of Grantee to comply with the terms of this Agreement or any amendments thereto after ninety (90) days' notice by Grantor to Grantee.

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

23. Waiver. Grantor's rights under this Agreement shall not be affected by its prior failure to require the performance by Grantee, nor shall the waiver by Grantor of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this Agreement.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____ , 2025.

GRANTEE

Grizzly Contracting & Supply Co. LLC

_____
Representative/OWNER

GRANTOR

CITY OF JOPLIN, MISSOURI

_____
Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

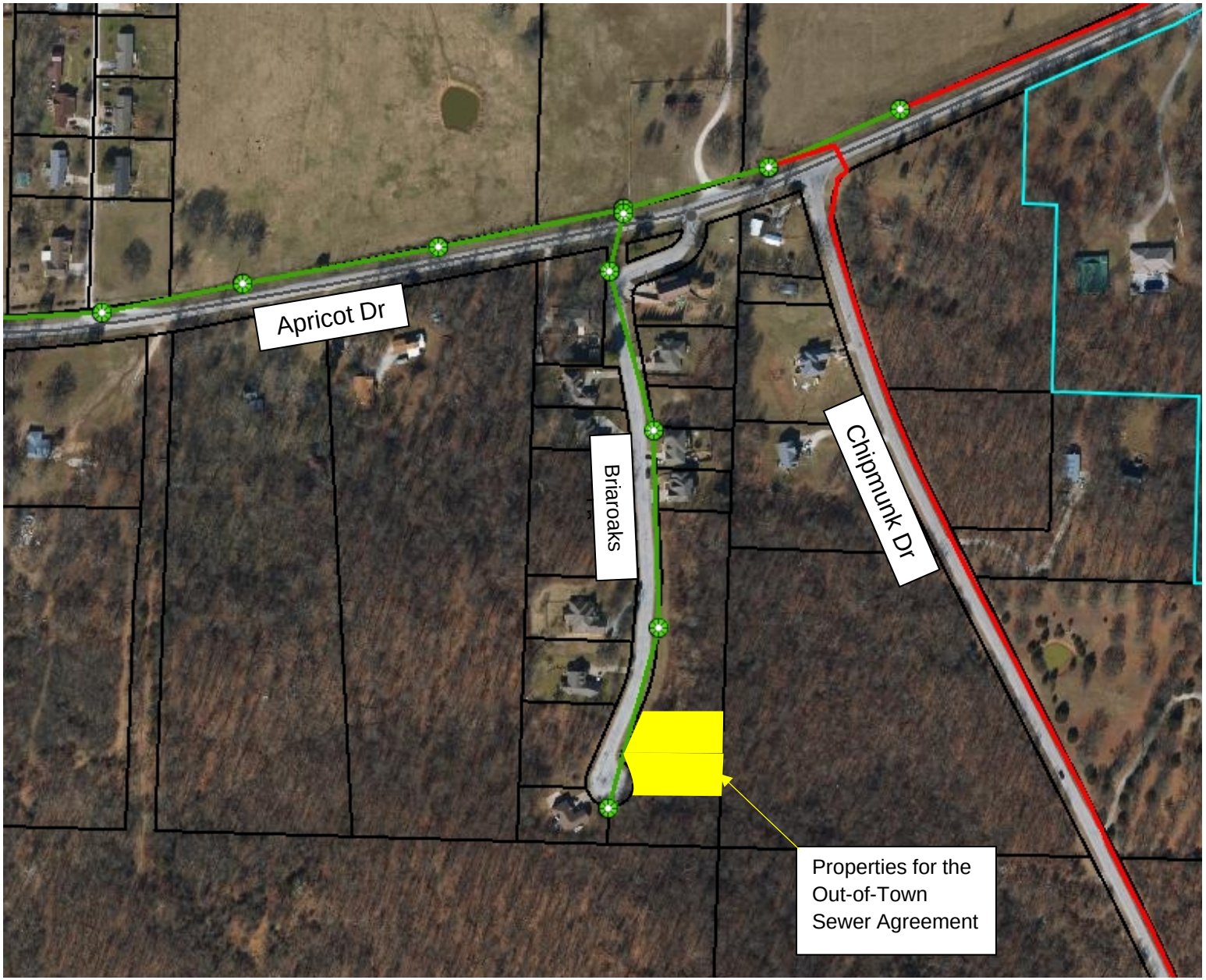
STATE OF MISSOURI)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me personally appeared Representative/OWNER, authorized representative and member of Grizzly Contracting & Supply Co. LLC, a Kansas limited liability company, personally known to me to be the person who executed the foregoing **Agreement for Out-of-Town Sewer Service** as Grantor and acknowledged to me that he executed the foregoing instrument as his free act and deed as authorized representative and member of Grizzly Contracting & Supply Co. LLC, a Kansas Limited Liability Company.

IN TESTIMONY WHEREOF**,** I have subscribed my name and affixed my official seal in the city or county and State aforesaid, on the day and year above written.

_____
Notary Public

My Commission Expires:



CB 2025-1 26 EXHIBIT MAP

COUNCIL BILL NO. 2025-126 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Grizzly Contracting & Supply Co. LLC, to provide sanitary sewer service to a property located adjacent to Briaroaks Lane in Newton County, Missouri, authorizing the City Manager to execute or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and Grizzly Contracting & Supply Co. LLC to provide sanitary sewer service to a property located adjacent to Briaroaks Lane in Newton County, Missouri, 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 this Council Bill shall have an effective date of July 22, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney