Joplin City Council Work Session Agenda
Monday, January 12, 2026
Fifth Floor Council Chambers
602 S. Main Street
5:45 PM

1. **Right Of Way Program Update**

   Documents:

   UTILITY RIGHT OF WAY PRESENTATION (2).PDF

2. **Electric Feasibility Study Discussion**

   Documents:

   2026-RFP-11 ELECTRIC UTILITY FEASIBILITY STUDY.PDF

3. **Charter Review Discussion**

   Documents:

   FINAL REPORT.PDF

4. **Sales Tax Renewal Discussion**

Notice posted at 12 p.m. on this the 8th day of January, 2026. (RSMo 610.020)



Right of Way Program

City Council Presentation

COJ Team | January 12, 2026

https://www.joplinmo.org/

Overview



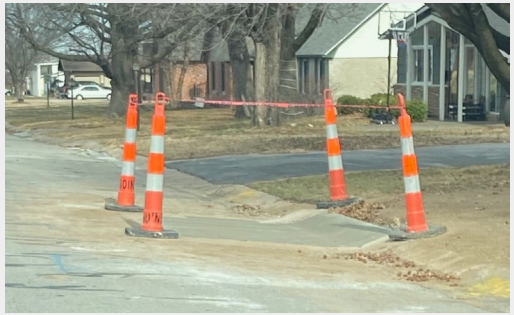
The Public Works Right of Way Team consists of the Right of Way Manager, two Right of Way Technicians and the Property Negotiator.

Right of Way staff are tasked with overseeing utility activities occurring in city right of way or on city owned property.

These activities include:

- Review applications for and approve excavation permits for utility installations and maintenance activities in right of way.
- Monitor work zones to insure proper traffic control and safety standards.
- Inspect restorations to ensure work completed complies with city standard specifications
- Document materials utilized for repairs for payment to utility repair contractor and invoicing to utility companies.
- New construction inspections of driveways, sidewalk, curb and gutter
- Review and approve right of way use agreement applications and issue permits.

Permitting Activity





Permits are issued for activity in City Right of Way.

The majority of permits are entered by utility companies into the Engineering Permit Portal.

A permit may include as many as three separate excavations: street, sidewalk, curb and gutter .

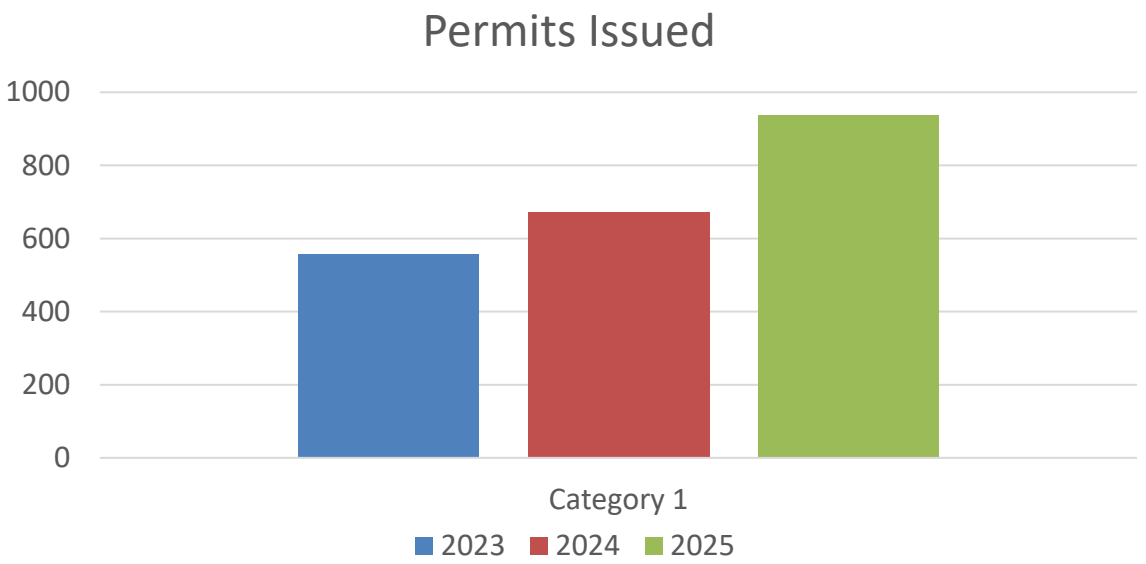
In addition to ongoing utility repairs and maintenance, four fiber companies have approved right of way use agreements and three providers are actively adding to their fiber networks.

Permit Totals

2023 – 558

2024 – 671

2025 – 936

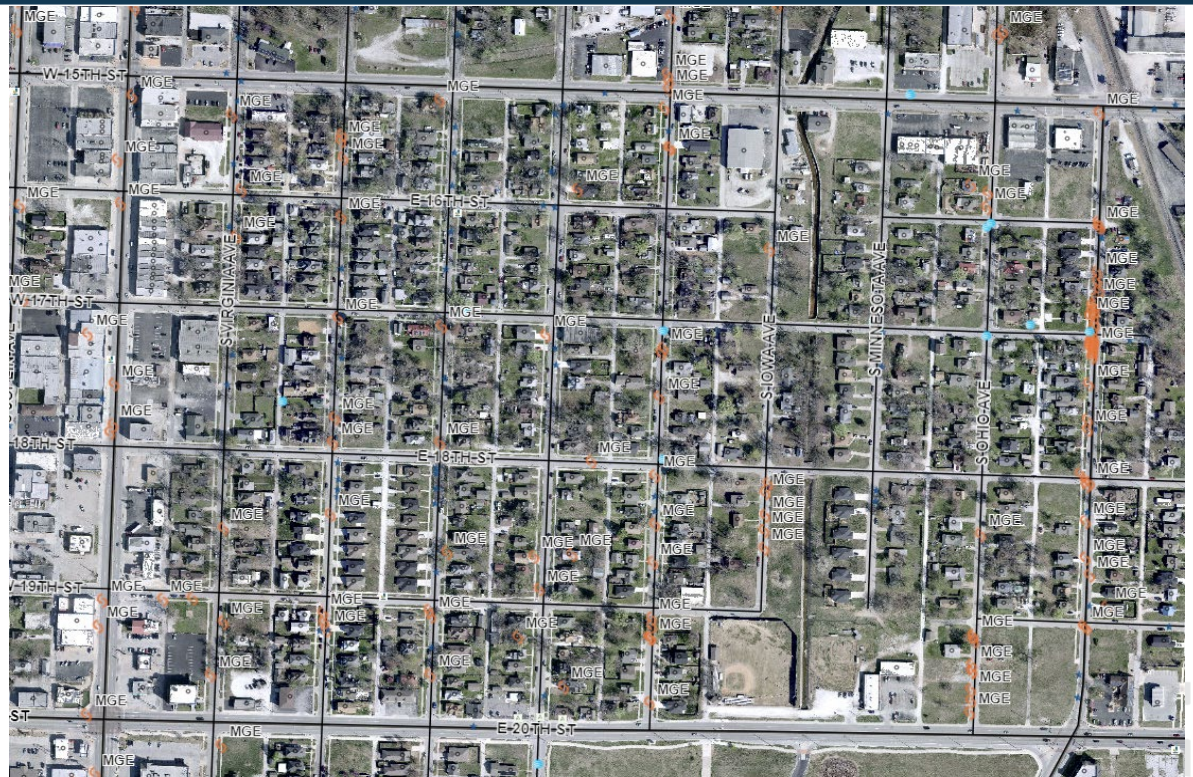


Permit Portal

Utility Companies are assigned user credentials by the city's IT Department

Permit applications are then entered by the specific utility company and added to the right of way map and index.

The portal allows for utility companies to enter permit applications from their office or remotely while on site.



Utility Company – Contractor Engagement



- We have had two Utility Summits at which time the City's requirements for permitting, traffic control, temporary patching and maintenance, as well as permanent repairs. The City requires permits for all work within the right-of-way inside the City of Joplin.
- The next Utility Summit is scheduled for early February 2026, at the meeting the utilities will be informed that the City will hold utilities responsible for following City ordinances and they will be penalized for failure to follow the City ordinances.
- We held a meeting with our permit portal users and our IT department to hear their issues utilizing our portal system. They were also able to share their ideas for future upgrades.
- The city will be hosting an IMSA Temp Traffic Control Work Zone Certification Class The training will concentrate on important features to promote the best practices to help ensure the safest work area when on or near an active roadway. We will be extending an invitation to attend the training to area utility companies and contractors.

Areas of focus





- We are currently working with utility companies on compliance with our abandoned facilities directives. We will be establishing a decommissioning and removal process for abandoned, damaged, or obsolete equipment
- We will continue to evaluate our current ordinances, agreements and policies to ensure that we following existing state and federal regulations.
- Reviewing options for initiating penalties for non-emergency work completed that is not scheduled or coordinated with city staff.
- Working with the city's IT department to improve our mapping and permit portal.
- Enforcing the highest quality of work in city right of way and evaluating penalties for failure to adhere to time restrictions and standards.

Repair Contract Updates



The Utility Cut Repair, On Call Infrastructure contract has been advertised for bid. Bid letting is scheduled for January 15, 2026.

A mandatory pre-bid meeting was held on January 5, 2026. Quality of work and timeliness of repairs was foremost on the agenda.

Contract should come before the City Council for approval in early February.

Questions?



REQUEST FOR PROPOSAL NO. 2026-RFP-11

Electric Utility Feasibility Study

RFP Due Date: 10:00 A.M., February 6, 2026

Location: City of Joplin
2nd Floor
602 South Main Street
Joplin, MO 64801

Staff: Tony Robyn, Assistant City Manager
Email: trobyn@joplinmo.org

Phone: 417-624-0820 Ext. 1203

Sealed proposals will be received by the City Manager's Office at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded. Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above. Consultants are strongly encouraged to carefully read the entire Request for Proposal.

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until February 6, 2026, at 10:00 am. as set forth in the bid packet to PROCURE the following service:

Electric Utility Feasibility Study

The RFP is available from Tony Robyn, Assistant City Manager, by calling 417-624-0820 ext. 1203 or by emailing trobyn@joplinmo.org. Any bids received after the specified deadline will not be considered.

The City reserves the right to evaluate all bids, to reject any or all bids and re-bid at a later date. The City may waive any irregularities in the bid or negotiate variances from specifications and make awards that are in the best interests of the City. The City will have final decision in all matters regarding acceptance of bids and issuance of awards.

The City encourages minority and female-owned businesses to submit bids on all City purchases.

Leslie Haase, CPA, CMA
Finance Director

Publication Date: January 9, 2026

CITY OF JOPLIN, MISSOURI

Electric Utility Feasibility Study

Purpose

The purpose of this study is to evaluate the technical, financial, regulatory, and environmental feasibility of the City generating and distributing electricity through various means. The study will provide actionable recommendations for decision-making regarding potential investment in electric generation and transmission infrastructure.

Objectives

- Assess the City's energy needs and potential for local generation.
- Identify viable generation technologies (e.g., solar, nuclear, wind, natural gas, biomass, microgrid solutions).
- Evaluate economic, environmental, and regulatory implications.
- Provide a roadmap for implementation if feasible.

1. Scope of Work

The selected consultant will be expected to:

I. **Data Collection and Analysis**
   a. Review current and projected electricity demand within the City.
   b. Analyze existing infrastructure and grid interconnection capabilities.
   c. Assess available land and resources for generation facilities
   d. Provide case studies of cities who have successfully and unsuccessfully ventured towards an electric utility
   e. Identify prospective partnerships that may exist within the region

II. **Technology Assessment**
   a. Evaluate generation options:
      i. Renewable Energy: Solar PV, wind, hydro, biomass.
      ii. Nuclear Energy
      iii. Conventional Energy: Natural gas, combined heat and power (CHP).
      iv. Emerging Technologies: Battery storage, microgrids.
   b. Compare efficiency, reliability, scalability, and lifecycle costs.

III. **Financial Analysis**
   a. Estimate capital and operating costs for each technology
   b. Conduct cost-benefit analysis, including:
      i. Payback period
      ii. Levelized Cost of Energy (LCOE)
      iii. Potential revenue streams (e.g., selling excess power)
   c. Identify funding sources (grants, bonds, public-private partnerships)

IV. **Regulatory and Policy Review**
   a. Review federal, state, and local regulations impacting generation and transmission
   b. Identify permitting requirements and interconnection standards
   c. Assess incentives and renewable energy credits

V. **Environmental and Community Impact**
   a. Evaluate environmental impacts (emissions, land use, noise, etc.)
   b. Assess community acceptance and stakeholder engagement needs

VI. **Deliver Final Report**
   a. Include findings, recommendations, and implementation roadmap.
   b. Provide in person PowerPoint presentation and final report to City Council.

VII. **Other**
   a. Consultant should provide regular (monthly) progress updates to city staff via virtual meetings
   b. Consultant should anticipate at least four (4) onsite, in-person, meetings to communicate with appropriate stakeholders regarding progress and final recommendations

2. Pricing Requirements

Each Proposal shall include the following:

The Proposal must detail how the Consultant will provide the Scope of Services required by this RFP and the cost of providing those services. Not-to-exceed costs should be included detailed by objectives and completion timeframes.

3. Company Profile

Provide the following information relative to your firm:

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

4. Organizational Structure

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

5. Key Staff Resumes

Provide a list of key project team members and primary project point of contact to be involved. Provide resumes for the project manager and other key managerial staff and technical information, which include work experience, education, and any work-related publications. The key people

proposed for the project must actually participate. If, because of extenuating circumstances, a key member must be replaced, the City must be notified and approve the new member.

6. Experience and Qualifications

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

7. References

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

8. Timeline to Complete Study

Each Consultant must furnish a timeline to complete the scope of work outlined in this RFP, with specific objectives highlighted.

9. Cost of Proposal

Each Consultant will list a not-to-exceed cost for all of the services included in the Scope of Services. An hourly rate at which the City would be billed for any services that the City might request outside the scope of the items listed in this RFP.

10. RFP Schedule

The City anticipates that the following timetable will apply to this RFP. The dates following the January 9, 2026 RFP issue date are subject to change:

Activity	Date
RFP- issued	January 9, 2026
RFP Due Date	February 6, 2026
Finalist Interviews (if required)	Week of February 16, 2026
Vendor Selection	February 2026
Complete Contract	February 2026
Present Contract to Council for Approval	March 2026
Consultant Commence Work	March 2026
Final Report Anticipated Complete	Fall 2026

Addenda to the RFP and Requests for Information:

The City may, at its sole discretion, issue Addenda to this Request for Proposals containing responses to questions and requests for information, clarifications or revisions of the RFP, or any other matters

that the City deems appropriate. Addenda will be issued to those to whom the City sent the original RFP.

Any question, request for clarification, or request for additional information regarding this RFP should be submitted no later than January 16, 2025 via e-mail to trobyn@joplinmo.org (Su: Electric Utility Feasibility Study). No oral response by any employee or agent of the City shall be binding on the City or shall in any way be considered a commitment by the City. If a Consultant finds any inconsistency or ambiguity in the RFP, the Consultant is requested to contact the City Manager's Office, at the above email address.

11. Proposal Evaluation Process

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

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

25%	Methodology - that the vendor will use to conduct work outlined in RFP and evidence of ability to perform the work described herein.
25%	Experience – previous experience performing related projects of complex nature, including, but not limited to, similar size and type of organization.
10%	References – will be based on references submitted as part of RFP but can include clients not submitted.
30%	Cost of proposal – must contain a cost for the requested scope of work in a "not to exceed" amount.
10%	Staff - capability and availability of professional staff to serve the City of Joplin in a competent and timely manner.

13. Responsibility for Costs

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

14. Contract Terms and Conditions

The City may condition award of the Contract on the Consultant's acceptance of the terms and conditions contained in the form of agreement attached hereto and made a part hereof as Exhibit A. Consultants may submit with its Proposal, written objections to the terms and conditions established in this RFP and/or agreement by identifying the specific section(s) and paragraph(s) objected to, stating the reason(s) for the objection and proposing alternative terms. Should Consultant object to any of the terms and conditions established in this RFP, including the form of agreement, the City

reserves the right, in its sole discretion, to permit Consultant to rescind any or all such exceptions at any time prior to award of a contract. The City, in its sole discretion, may evaluate proposals according to whether the Consultant objects to terms and conditions and if Consultant does object, the number and type of objections. In no event shall the City's selection of a Consultant for further negotiations constitute acceptance of any objection or proposed alternative to the terms and conditions established in this RFP. The City reserves the right, however, to add, delete, revise, or negotiate terms and conditions different than those included in the RFP, if, in the sole judgment of the City, it is in the best interest of the City to do so.

15. Exhibits

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

A. City of Joplin Standard Professional Services Agreement example

16. Proposal Terms and Conditions

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

17. Interviews

The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e., video, travel, accommodations, etc.) If finalist interviews are held, the interview process shall determine the final recommendation.

18. Request for Additional Information

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

19. Acceptance/Rejection/Modification to Proposals

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

20. Proposals Binding

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

21. Proposer's Certification

By submitting a proposal, the proposer certifies that the proposal has been fully read and understood. The proposer has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in

any resultant contract, and that no gratuities will be offered or provided to the City of Joplin employees or their family members.

22. Non-exclusive Contract

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

23. Late proposals

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

24. Completeness

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

25. Execution of Agreement

It is anticipated the City will make their selection of a firm by February, 2026. The successful proposer shall enter into a contract with the City for the performance of work awarded to them and shall simultaneously provide any required bonds, indemnities and insurance certificates prior to the commencement of work. A copy of the sample agreement is attached. Failure to comply within the established deadline for submitting required documents may be grounds for cancellation of award.

26. SUBMISSION OF PROPOSALS

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

27. Proposal Due Date

Sealed proposals with one (1) original and three (3) complete copies, including a flash drive with a complete PDF, will be received at the City Manager Office no later than 10:00 am February 6, 2026. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery Only
CITY OF JOPLIN
TONY ROBYN, ASSISTANT CITY MANAGER
602 SOUTH MAIN STREET, 2ND FLOOR
JOPLIN, MO 64801

Submitted envelopes should be marked: "REQUEST FOR PROPOSAL NO. 2026-RFP-11: "Electric Utility Feasibility Study"

28. Amendments

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

29. Proposal Evaluation Process

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

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

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

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

d. The City will confer with all responsible proposers who have been shortlisted and may arrange, if necessary, for interviews/presentations by the short-listed firms. Interview evaluations will be based on the same criteria listed in this RFP, except for cost, and will be used to pick the final bidder.

e. The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

f. The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

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

EXHIBIT A Example Contract

CONTRACT NO._____

ADDRESS & PHONE OF CITY
City Manager's Office
2nd Floor
602 South Main Street
Joplin, MO 64801
417-624-0820

NAME, ADDRESS & PHONE OF CONSULTANT

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the City of Joplin, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with offices at 602 South Main, Joplin, Missouri and Consultant hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City of Joplin desires to engage the Consultant to render certain services hereinafter described in Request for Proposal 2026-RFP-11 which Request for Proposal is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Consultant submitted a proposal dated February 6, 2026 which proposal is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Consultant has become the lowest and best Offeror for performing the services listed in this RFP attached hereto and incorporated herein as Exhibit A;

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

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

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

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

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

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

activities of the City.

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

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

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

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

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

11. **Contract Documents:** The agreement between the City of Joplin and the Consultant shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for

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

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

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

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

    A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

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

15. **Nondiscrimination:** The Consultant agrees in the performance of this contract not to discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law, or political opinion or affiliation, against any employee of Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

16. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be

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

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

18. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Joplin within ten (10) days of the date of receipt of the Award of the contract to the Consultant and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

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

19. **Liability and Indemnity:**

    A. In no event shall the City be liable to the Consultant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

    B. The Consultant shall defend, indemnify and hold the City harmless, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract there under (the Consultant hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Consultant.

    C. The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

    D. The indemnification obligations of Consultant hereunder shall not be limited by any

limitations as to the amount or type of damages, compensation or benefits payable by or for the Consultant, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

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

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

20. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.

21. **Entire Agreement:** This agreement, including the contract documents contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto and signed by both parties.

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

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

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

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

CITY OF JOPLIN, MISSOURI

By: _____
City Manager

CONSULTANT

_____
Company Name

By: _____
Signature

Name: _____
Print or type

Title: _____

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney



Charter Review Commission

Final Report

January 5, 2026

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Documentation Submitted to the Commission

Memorandum

December 2025

To: Mayor and Members the City Council
From: 2025 Charter Review Commission
Re: Final report of the 2025 Charter Review Commission

Dear Mayor and Members the City Council:

In 1951, the voters of the City of Joplin approved the Home Rule Charter. Pursuant to Missouri Law, the Charter acts as our local constitution, which both empowers and restricts the city government as it provides services to residents and the region. Section 1.04 of the Charter provides the city has all powers not expressly denied under the Constitution and laws of the State and Federal government. Thus, the Charter is a grant of power. It is a living document, which provides a framework for interaction between government and stakeholders.

Accordingly, it is been the practice of the City Council to appoint a citizen's commission to review the Charter to provide recommendations on matters that may need to be changed, as times and challenges change. Pursuant to the call of the Council, the 2025 Charter Review Commission met on October 8, 2025, October 22, 2025, at which time the Commission conducted a public hearing inviting public comment on the questions we were presented, then on November 19, 2025, at which time the Commission debated and voted on the matters submitted to us. Finally on December 10, 2025 we reviewed the draft report and approved this Final Report.

What follows are the Committee's recommendations concerning its limited charge. It is important to note that many members of the Commission expressed the desire to more fully dive into the Charter's various provisions, particularly in the way the City Council and Mayor are elected. Moreover, the language of the Charter reflects the time of its creation and thus minimizes many of our residents through the exclusive use of masculine pronouns. Accordingly, the members of the Commission suggest the City Council consider a full review of the Charter, and seek public input on the process and scope of the next Charter review prior to formulating the charge to the Commision.

The Commission members are:

Phil Stinnett
Melodee Colbert-Kean
Dan Pekarek
Morris Glaze
Rob O'Brian
Ryan Stanley
Michael Seibert
Diane Reid-Adams
Chuck Brown (Chairman)

Summary of Votes and Discussion by Charter Review Commission

Summary of Votes and Discussion by the Charter Review Commission

1. **Should the Charter be amended to change the rate of pay of the Council from $5.00 dollars per meeting to an increased amount?**

   Motion by Ms. Colbert-Kean, second by Mr. Stanley for a $25.00 per formal meeting for two formal meetings a month for a total of $50.00 a month or $600 a year. $100.00 dollars reimbursable expenses for the mayor remains the same. Voting in favor were: Seibert, Brown, Stanley, Colbert- Kean, Pekarek, 5. Nays: Stinnett, Glaze, Reid-Adams, O'Brian, 4.

   Discussion of this issue occurred during several meetings. Members discussed that the amount of time required to prepare and attend meetings and debated the general concept of compensation for service. Amounts of compensation were discussed by the Commission and the survey of similar communities' compensation was reviewed and the Council and Mayor's role in each community as compared to the duties and responsibility of each role with the City of Joplin were debated. Several Commission members were in favor of a substantial increase, while several Commission members were in favor of removing compensation altogether. It was mentioned that the rate of pay as set forth in the Charter had not been adjusted since the Charter was created in 1951. Thus, the impact of inflation means the rate of compensation in today's dollars should be $61.00 per meeting. Many Commission members felt that service on the Council is a privilege, and, should not be compensated, while some felt the lack of compensation acts as a barrier to service. Several members felt that if the rate of pay was increased the perception would be that individuals are running for council for the wrong reason, i.e., compensation versus community service. While several members felt that any attempt to increase rate of pay for Council members would be so divisive and misunderstood by the voters that the issue would have no chance of passage. Those members who voted "nay" did so because they feel service on the Council should not be compensated. Thus, this resolution is a compromise by suggesting an increase in compensation by a de minimus amount.

2. **Should the Charter be amended to change Section 13.04 to reduce the number of signatures required for a nominating petition, and, alternatively, for a nominative petition for incumbent at City Council member who has already met the signature requirements?**

   Motion by Ms. Colbert-Kean second by Dr. Reid-Adams to reduce the total to 50 with 25 of which being within a zone for zone council members. Voting in favor were: Brown, Stanley, Colbert-Kean, Seibert, Pekarek, Reid-Adams and O'Brian: 7. Nays: Stinnett, Glaze, 2.

   The Commission members see the benefit of potential candidates for a seat on the Council circulating nominating petitions to obtain a place and position on the ballot. However, the Commission recommends reducing the number of signatures which must be obtained to reduce barriers to access to the ballot and to address concerns for safety of candidates and circulators.

Motion by Mr. Glaze second by Mr. Stinnett that the petition requirement should be the same for incumbent council members. Voting in favor were: Brown, Stanley, Colbert-Kean, Seibert, Pekarek, Reid-Adams, O'Brian, Stinnett and Glaze. 9. Nays: 0.

The Commission uniformly felt that it was not appropriate to reduce the signature gathering requirements for incumbent members of the Council. All potential candidates should follow the same procedures to qualify and to obtain a position upon the ballot.

3. **Should the Charter to be amended to change the term "emergency" in Section 2.12 to "expedited" ordinance"?**

Motion by Mr. Stanley Second by Mr. Pekarek to change the term "emergency ordinance" to "expedited ordinance" voting in favor were, Stanley, Colbert, Kean, Siebert, Pekarek, Reid-Adams, O'Brian, Stinnett and Glaze, 8. Nay: Brown 1.

The Commission had an extended discussion of whether there was a legal justification for the title "emergency", versus perception of changing the title to "expedited" was for mere expediency, since the categories of matters eligible for Council action would remain the same. The public may have the perception that emergency ordinances should only deal with matters where true "emergencies" exist. In practice the Council considers council bills on an emergency basis that deal with various matters which have been through an extensive process within the city administration or as specifically allowed by the Charter. It was noted that safeguards remain to remove an ordinance from "emergency" or "expedited" consideration, to consideration under regular procedures.

4. **Should the Charter be amended to remove the requirement that the Public Works Director be a Professional Engineer registered in the State of Missouri?**

Motion by Mr. Stinnett second by Mr. Glaze to leave Section 7.01 as is. Voting in favor were: Brown, Stanley, Colbert- Kean, Seibert, Pekarek, Reid-Adams, O'Brian, Stinnett and Glaze, 9. Nays: 0.

The Commission received input at the public hearings from stakeholders which provided several justifications in support of the current provision. Accordingly, the Commission feels it is important for the City of Joplin to have a professional engineer as Director of the Public Works Department for various reasons, including reviewing contracts, and supervising the work of other engineers.

5. **Should the Charter be amended to remove any publication requirements that are required under the current Charter?**

Motion by Mr. Stinnett second by Mr. O'Brian to leave the requirement as is. Voting in favor were: Brown, Stanley, Colbert-Kean, Seibert, Pekarek, Reid-Adams, O'Brian, Stinnett and Glaze, 9. Nays: 0.

While publication requirements are archaic given advent of social media and decline traditional print media, State law mandates such matters. The Commission reached a consensus that the unique publication requirements found within the Charter are so infrequently used that it is not necessary alter the existing publication requirements.

Amended Resolution No. 2025-009

AMENDED RESOLUTION NO. 2025-009

A RESOLUTION creating a nine (9) member Charter Review Commission for the City of Joplin; and, defining the purposes, membership and duties thereof.

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

Section 1. That there is hereby created a Charter Review Commission for the City of Joplin which shall consist of nine (9) members; four (4) former Mayors and five (5) citizens at-large, who shall be appointed by the Mayor upon the advice and consent of the Council, hereinafter known as "Commission". The members shall be residents of the City of Joplin who are interested in the self-governance of the City and the continuation of the Charter form of government in the City.

The Commission Members are:

Phil Stinnett
Ryan Stanley
Melodee Colbert-Kean
Michael Seibert
Dan Pekarek
Diane Reid-Adams
Morris Glaze
Rob O'Brian
Chuck Brown (Chairman)

Section 2. That there shall be chosen by the Mayor upon the advice and consent of the Council from among the number selected for Commission, one (1) person to act as Chairman.

Section 3. That the Charter Review Commission shall not review the entire Charter but shall limit its review to items and issues referred to it by the City Council set forth below. It shall specifically not be the charge of Commission to recommend any change in the form of government or to create a new Charter in its entirety. The Commission is directed to only review the following three questions/items:

a. **Should the Charter be amended to change the rate of pay of the Council from $5.00 per meeting to an increased amount?**
b. **Should the Charter be amended to change Section13.04 to reduce the number of signatures required for a nominating petition, and alternatively, for a nominating petition for an incumbent city council member who has already met the signature requirements?**
c. **Should the Charter be amended to change the term "emergency ordinance" in Section 2.12 to "expedited ordinance"?**
d. **Should the Charter be amended to remove the requirement that the Public Works Director be a professional engineer registered in the State of Missouri?**
e. **Should the Charter be amended to remove any publication requirements that are required under the current Charter?**

Section 4. That Commission shall prepare a report to the Council setting forth all recommended amendments to the existing Charter of the Council.

Section 5. That Commission shall periodically report its progress to the Council and submit its final report by December 1, 2025.

Section 6. That the City Manager, or his designee, the City Clerk, or her designee, and the City Attorney, or his designee, shall assist the Commission in its activities and shall provide all necessary staff support.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 15th day of September 2025, by a vote of 7-0-2. Absent: Copple and Shaw.

Keenan T. Cortez Sr., Mayor

ATTEST:

Holly Nagy, City Clerk

Minutes

Minutes of the October 8, 2025
Charter Review Commission Meeting

Call to Order

Chairman Chuck Brown called the meeting to order at 4:00 PM.

Present: Chuck Brown, Phil Stinnett, Ryan Stanley, Melodee Colbert-Kean, Michael Seibert, Dan Pekarek, Diane Reid-Adams, Morris Glaze, Rob O'Brian.
Staff: Peter Edwards, City Attorney and Holly Nagy, City Clerk.

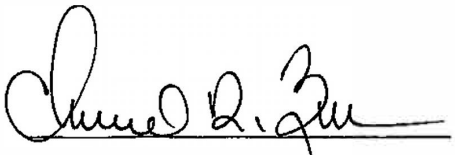
Review of Proposed Charter Amendments

Discussion ensued regarding format of meetings, the charge of the commission and setting up public hearings for citizen input. Public hearings will be advertised across various media sources to encourage public participation.

It was requested that the City Attorney investigate how much other cities pay their Council members and how many other communities utilize the petition process for their Council elections. It was also requested in regard to proposed charter change item #4 that if it could be investigated whether there were any standards from such organizations such as the APWA (American Public Works Association) or other similar organizations, for when public works department heads should be a licensed engineer, and what other like cities in MO or otherwise were doing with this issue. The City Attorney will forward the information to the commission prior to the next meeting.

Next meeting to be held on October 22, 2025, in the Council Chambers to accommodate the public hearings.

Meeting adjourned at 4:45 PM.



Chuck D. Brown, Chair

Minutes of the October 22, 2025
Charter Review Commission Meeting

Call to Order

Chairman Chuck Brown called the meeting to order at 4:00 PM.

Present: Chuck Brown, Ryan Stanley, Melodee Colbert-Kean, Michael Seibert, Dan Pekarek, Diane Reid-Adams, Morris Glaze, Rob O'Brian. Staff: Peter Edwards, City Attorney and Holly Nagy, City Clerk.

Absent: Phil Stinnett

Approval of Meeting Minutes

Motion by Mr. O'Brian, seconded by Ms. Colbert-Kean to approve the October 8th meeting minutes. Voting in favor were commission members: Brown, Stanley, Colbert-Kean, Seibert, Pekarek, Reid-Adams, Glaze and O'Brian.

Public Hearings

Public Hearing procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR ITEM 3.1 (Rate of pay for Council)
Chairman Brown 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.

PUBLIC HEARING FOR ITEM 3.2 (Reduce number of signatures for nominating petitions)
Chairman Brown 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.

PUBLIC HEARING FOR ITEM 3.3 (Emergency/expedited ordinance language)
Chairman Brown 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.

PUBLIC HEARING FOR ITEM 3.4 (Public Works Director – prof. engineer requirement)
Chairman Brown opened the Public Hearing
No one spoke in favor of this item.
Kurt Higgins, Clayton Christie, and Frank Thompson spoke in opposition of this item.
The Public Hearing was closed.

PUBLIC HEARING FOR ITEM 3.5 (Publication requirements)
Chairman Brown opened the Public Hearing
No one spoke in favor of this item.
Frank Thompson spoke in opposition of this item.
The Public Hearing was closed.

PUBLIC HEARING FOR ITEM 3.6 (Public comment)
Chairman Brown opened the Public Hearing

Tom Robertson – asked about potential other charter changes not charged to commission but still being included in final report to Council.

Richard Thurman – spoke about reasoning from Council on amendments.

Mary Price – spoke about the use of the words emergency and expedited for Item 3.3. Citizens need more input and doesn't suggest changing the name, she is concerned regarding the transparency for the residents.

Doris Carlin – suggested the use of both terms emergency and expedited for Item 3.3.

Frank Thompson – feels as though this commission is an attempt to shield city actions from the residents. Mr. Thompson is against council pay, lowering signature requirements, changing emergency ordinances, professional engineers, publication requirements.

The Public Hearing was closed.

Public Hearing portion of this meeting ended at 4:43 PM. The meeting reconvened into the Informal Conference Room.

Discussion of Proposed Charter Amendments (4:48 PM)

The commission discussed timing of future meetings and the final report. November 12th and 19th have been tentatively selected for the next meetings.

Discussion ensued regarding Item 3.1 (Council pay) Mr. Stanley suggested $650 a month per Councilmember. $1000 for Mayor and $825 for Mayor Pro Tem. Mr. Stanley feels as though a hard number is needed and we should put something out in front of the voters. Other commission members voiced differing opinions.

Discussion ensued on Item 3.2 (number of signatures for petitions). Various opinions were considered. No consensus or decision was made.

Discussion ensued on Item 3.3 (Emergency/expedited ordinance language) Mr. Peter Edwards discussed the use of emergency ordinances and what they have been historically used for. Mr. Seibert pointed out that these ordinances require a super majority vote. Mr. Nick Edwards suggested changing the spending thresholds so that ordinances aren't

required for smaller construction projects. Discussion ensued regarding comparisons with the City of Springfield Charter. The broad consensus was put it in front of the voters and let them decide.

Discussion moved to Item 3.5 (Publications). Discussion ensued regarding the charter requirement to publish notice in the paper if printed media is being phased out.

No formal votes were made on any of the discussed items.

Meeting adjourned at 6:11 PM.

Chuck D. Brown, Chair

Minutes of the November 19, 2025
Charter Review Commission Meeting

Call to Order

Chairman Chuck Brown called the meeting to order at 4:00 PM.

Present: Chuck Brown, Phil Stinnett, Ryan Stanley, Melodee Colbert-Kean, Michael Seibert, Dan Pekarek, Diane Reid-Adams, Morris Glaze, Rob O'Brian.
Staff: Peter Edwards, City Attorney and Holly Nagy, City Clerk.

Approval of Meeting Minutes

Motion by Mr. O'Brian, seconded by Dr. Reid-Adams to approve the October 22, 2025 meeting minutes. Voting in favor were commission members: Brown, Colbert-Kean, Glaze, O'Brian, Pekarek, Reid-Adams, Stanley, Seibert, and Stinnett, 9.

Review of Proposed Charter Amendments

Discussion ensued regarding the following:

Section 13.04 – Petitions

Dr. Reid-Adams suggested 25 signatures and a $100 filing fee. Dr. Reid-Adams and Ms. Colbert-Kean share the concern regarding knocking on doors to obtain signatures.

Mr. Stinnett and Mr. Glaze don't see the need to change the current petition process and feels it's important to put the work in.

Motion by Ms. Colbert-Kean second by Dr. Reid-Adams to reduce the total to 50, with 25 of which to be within your zone. Voting in favor were Brown, Stanley, Colbert-Kean, Seibert, Pekarek, Reid-Adams, and O'Brian, 7. Nays: Stinnett, Glaze, 2.

Discussion began on the incumbent petition process.

Motion by Mr. Glaze, second by Mr. Stanley that the requirements should be the same for an incumbent council member. Voting in favor were Brown, Stanley, Colbert-Kean, Seibert, Pekarek, Reid-Adams, O'Brian, Stinnett, and Glaze, 9.

Section 2.03- Salary-Expenses

Discussion ensued. Mr. Stanley feels that the amount of time required to prepare for meetings should be compensated and amounts were discussed broadly across the commission. Dr. Reid-Adams is not in favor of a substantial increase, and views serving as a community service, she would prefer the salary was removed all together. Mr. O'Brian feels as though a number should be presented to the voters to show recognition of commitment of a Councilmember. Mr. O'Brian said that the $5 today is actually $61 with inflation.

Mr. Pekarek asked if anyone has heard of people questioning how much they will be paid to run? Mr. Glaze stated that he hasn't heard that. Mr. Stinnett feels that the position is volunteer and if they run for the money they are running for the wrong reasons.

Mr. Seibert suggested $50 a month. $100 reimbursement for expenses for the Mayor. Motion by Ms. Colbert-Kean, second by Mr. Stanley for $25 per formal meeting, for two formal meetings a month with a total of $50 a month or $600/year. $100 reimbursable expenses for the Mayor remains the same. Voting in favor were Brown, Stanley, Colbert-Kean, Seibert, and Pekarek, 5. Nays: Stinnett, Glaze, Reid-Adams, O'Brian, 4.

Section 2.12 – Legislative Proceedings (Emergency Ordinances)

Mr. Pekarek summarized the last discussion on this topic there's really no difference between them, they both take effect immediately, that would not change. This is an attempt to group the types of things that most people might agree with. Mr. Brown said he understood the City Manager to say that there is a process that we go through, and all these items that are "expedited" have been through that process and are items in the budget for dollars that have been approved.

Peter Edwards stated the reason that we have emergency ordinances is not because there's an emergency, but these are expedited bills that are designed to be passed on one reading for the reasons that are set forth in the charter.

Further discussion ensued.

Motion by Mr. Stanley, second by Mr. Pekarek to change the wording from emergency to expedited. Voting in favor were Stanley, Colbert-Kean, Seibert, Pekarek, Reid-Adams, O'Brian, Stinnett, and Glaze, 8. Nays: Brown, 1.

Publication Requirements

Discussion ensued. Consensus was to leave the section as is since publications are so infrequent for the listed items.

Motion by Mr. Stinnett, second by Mr. O'Brian to leave the requirement as is. Voting in favor were Brown, Stanley, Colbert-Kean, Seibert, Pekarek, Reid-Adams, O'Brian, Stinnett, and Glaze, 9.

Section 7.01 – Public Works Director- Appointment and Qualification of Director

Mr. Glaze feels that based on the input received from the Public Hearings that this item should be left as is. The Commission discussed pros and cons but ultimately decided to leave the section unchanged.

Motion by Mr. Stinnett, second by Mr. Glaze to leave Section 7.01 as is. Voting in favor were Brown, Stanley, Colbert-Kean, Seibert, Pekarek, Reid-Adams, O'Brian, Stinnett, and Glaze, 9.

Chairman Brown stated that the next meeting will be held December 10th and they will review a draft of the final report at that time.

Meeting adjourned at 6:08 PM.

Chuck D. Brown, Chair

Minutes of the December 10, 2025
Charter Review Commission Meeting

Call to Order

Chairman Chuck Brown called the meeting to order at 4:00 PM.

Present: Chuck Brown, Phil Stinnett, Ryan Stanley, Melodee Colbert-Kean, Michael Seibert, Dan Pekarek, Diane Reid-Adams, and Morris Glaze.
Staff: Peter Edwards, City Attorney and Holly Nagy, City Clerk.

Absent: Rob O'Brian

Approval of Meeting Minutes

Motion by Dr. Reid-Adams, seconded by Mr. Glaze to approve the November 19, 2025, meeting minutes. Voting in favor were commission members: Brown, Colbert-Kean, Glaze Pekarek, Reid-Adams, Stanley, Seibert, and Stinnett, 8.

Discussion of Draft Final Report

Discussion ensued with various grammatical changes being suggested. Suggested changes sent by Mr. O'Brian via email were made as well.

The Final Report will be presented to the City Council on January 5, 2026. With the amendments chosen by Council to be voted on at the January 20, 2026, Council meeting.

Meeting adjourned at 4:58 PM.

_____

Chuck D. Brown, Chair

Documentation Submitted to the Commission

Columbia	Mayor: $9,000; other council: $6,000 *(Sec. 7)*	For ward council, not less than 50 nor more than 75 registered voters *(Art. XVI., Sec. 122)* . For officials elected by the entire city need not less than 100 nor more than 150 registered voters.	No
Jefferson City	$450/month *Ord. Sec. 2-20*	"Endorsements from three persons who reside in the area which you wish to represent must be signed either before a notary public or the City Clerk. Candidate Endorsement forms may be obtained from the City Clerk's office or printed from the web site listed in the paragraph immediately above."	Yes
Lee's Summit	Yes *(Section 2.9, 3.3)* . Per Gina in Legal & website for city council annual salary $11,400 + $250/mo car allowance, $100/mo communications allowance. Mayor pro tem gets an additional $1,200/annually. Mayor $30k plus $500/mo car allowance, $100/mo communications allowance *(confirmed by his assistant).*	250 for council at large, 100 for respective districts *(Charter Section 6.6)*	Not mentioned in their Charter, but the requirement is in their job description.

Independence	Yes *(Section 1.9)* Clerk told me that the Council persons make somewhere in the $20k area. Mayor is paid $42k.	250 signatures are required, per the clerk.	No, there is no public works dep't, they call it municipal services dep't which covers streets, public works and water. *(per clerk)*
Springfield	No salary but paid back for specific expenses. *City Charter, Article II,Section 2.3*	Qualified voter, resident for 2 years, registered voter of respective zone if zone council, cannot hold public office (unless military) or hold lucrative position at City *City Charter, Article II, Section 2.1* Nomination by Petition- zone council: not less than 100; council: not less than 200 registered voters *City Charter, Article XIII, Section 13.4.1*	Grad of accredited school of engineering and qualified to perform duties required *City Charter, Article VIII, Sec 8-1*
Cape Girardeu	$100 per month (reviewed every 5 years) *Part 1 - Charter, Article III, Section 3.05*	Registered voter, 21 yrs old, resident for two years immed prior, ward resident for not less than 90 days, cannot hold another office, *Part 1 - Charter, Article III, Section 3.02 - 3.06* Nomination by Petition - not less than 50 voters *Part 1- Charter, Article VII, Section 7.03*	Nothing as to qualifications. *Chapter 2, Article III, Section 2-52*

St. Joseph	$550.00 per month *Chapter 2, Article II, Division 1, Sec 2-36*	Resident of city for one year immediately prior, district council resident for 6 mo prior. *Part 1- Charter: Article III, Section 3.2 - 3.3* Nomination by Petition not less than 250 qualified voters, district council not less than 75 *Part 1 - Charter, Article X, Section 10.2*	Description but nothing as to qualifications: *Chapter 2, Article IV, Division 10, Section 2-317* (I emailed the City Clerk office and she pointed me to the section I mentioned above. She had nothing more to offer.)

NSPE-MO MISSOURI SOCIETY OF PROFESSIONAL ENGINEERS

October 22, 2025

Chuck Brown, Chairman
Melodee Colbert-Kean
Morris Glaze
Dan Pekarek
Diane Reid-Adams
Rob O'Brian
Michael Seibert
Phil Stinnett
Ryan Stanley

Charter Review Commission
City of Joplin
602 South Main Street
Joplin, MO 64801

Re: Opposition to Removing the Professional Engineer (PE) Requirement for the Public Works Director

Chairman Brown and Members of the Charter Review Commission,

On behalf of the Missouri Society of Professional Engineers (MSPE), we write to respectfully oppose any amendment to the City Charter that would remove the requirement that the City's Public Works Director be a Professional Engineer registered in the State of Missouri.

This position aligns with the National Society of Professional Engineers' long-standing view that engineering decisions impacting public health, safety, and welfare must be made by, or under the responsible charge of, licensed Professional Engineers. The Public Works Director holds direct responsibility for the integrity and performance of Joplin's infrastructure systems, including streets, bridges, stormwater, and utilities, all of which require sound engineering judgment, technical competence, and ethical accountability. Maintaining the PE requirement provides critical safeguards for the City and its residents.

This requirement helps ensure public safety, ethics, and accountability. Ethics is the cornerstone of the PE. Licensed Professional Engineers are bound by a strict Code of Ethics that places public welfare above personal or political interest. They are legally and ethically obligated to protect public safety and can be disciplined for negligence or misconduct.

Moreover, licensed oversight prevents costly design errors and project failures, ensuring responsible use of taxpayer funds. Many state and federal programs require qualified engineering oversight for participation, funding, and permitting.

Citizens deserve assurance that decisions affecting the safety and reliability of public infrastructure are guided by professionals who meet Missouri's standards for licensure, ethics, and technical proficiency.

MSPE urges the Commission to retain the current requirement that the Public Works Director be a Missouri-licensed Professional Engineer. Removing this safeguard could diminish professional accountability, weaken ethical standards, and increase risk to the public and the City.

Our association stands ready to serve as a resource to the City of Joplin and the Commission should you have any questions or wish to discuss the professional and ethical responsibilities associated with the PE license in greater detail.

Respectfully submitted,

Travis Lowe, CAE
Executive Director
Missouri Society of Professional Engineers
tlowe@mspe.org

cc: Holly Nagy, City Clerk

The Missouri Society of Professional Engineers, or MSPE, is a 501(c)(6) non-profit organization representing licensed Professional Engineers in Missouri. Formed in 1937, MSPE promotes the protection of the public health, safety and welfare through the ethical and competent practice of engineering.

From: Rob OBrian
To: Nagy, Holly
Subject: Fwd: Public Hearing set for Oct. 22 for comments on proposed Charter revisions for civicplus.com
Date: Monday, December 8, 2025 1:53:18 PM

This email originated outside our network. If it is unsolicited or unexpected, please delete. If expected, use caution when opening any links or attachments.

here you go

Rob O'Brian, CEcD
O'Brian & Associates.
417.438.0100 (c)
rob@obrianassociates.com
https://www.obrianassociates.com/

Begin forwarded message:

From: "Kurt E. Higgins" <Kurt.Higgins@amce.com>
Date: October 14, 2025 at 11:58:48 AM CDT
To: Morris Glaze <mglaze1234@icloud.com>, robobrianconsulting@gmail.com
Subject: FW: Public Hearing set for Oct. 22 for comments on proposed Charter revisions for civicplus.com

Morris/Rob,
As a professional engineer who has worked for the City of Joplin as a consultant over the past 30 years, I believe the City of Joplin has always had a Public Works Director who was a professional engineer. Here are some quick comments:

1. The Public Works Director is responsible for overseeing all aspects of the city's public works infrastructure. This includes managing, planning, and implementing projects related to water, wastewater, streets, and storm water systems to name a few. The Director also provides professional engineering expertise, including reviewing and approving project plans, designing and managing capital improvement projects, and offering technical support across the department.
2. This role requires a strong leader who can effectively manage department operations and supervise key staff, including the superintendents of the Water/Wastewater and Streets/Sanitation divisions, the Assistant City Engineer, and others.
3. As someone who oversees other engineers in the Public Works Department, I would think it is important the Director has more experience than those under them.

4. A Professional Engineer has proven they have the technical and work experience needed to obtain a PE.
5. A PE is to consider public safety above finances. A non-PE has not been trained to consider public safety and would have more of a tendency to be more concerned with finances.
6. A PE is informed and responsible for ensuring compliance with federal and state regulations related to water quality and wastewater discharge.
7. Surrounding communities like Springfield, Lee's Summit and many others have PE's as their Public Works Director.

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Consulting Engineers

From: City News <noreply@civicplus.com>
Sent: Friday, October 10, 2025 11:35 AM
To: Charles Patterson <Charles.Patterson@amce.com>
Subject: Public Hearing set for Oct. 22 for comments on proposed Charter revisions for civicplus.com

.... ---- NOT AN AMCE EMAIL ---- ....

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October 10, 2025

Public Hearing set for Oct. 22 for comments on proposed Charter revisions

Joplin citizens are invited to comment on items under consideration by the Charter Review Commission in an upcoming Public Hearing. **The public meeting is scheduled for 4:00 p.m. on Wednesday, October 22, 2025, in the City Council Chambers of Joplin City Hall, 602 South Main Street.**

At the September 15, 2025, City Council meeting, the Commission was charged with considering the five items listed below as amendments to the Charter. Citizens are encouraged to comment on these items and suggest other Charter items to be considered at this time. The original five items are:

- Should the Charter be amended to change the rate of pay of the Council from $5.00 per meeting to an increased amount?
- Should the Charter be amended to change Section 13.04 to reduce the number of signatures required for a nominating petition, and alternatively, for a nominating petition for an incumbent city council member who has already met the signature requirements?
- Should the Charter be amended to change the term “emergency ordinance” in Section 2.12 to “expedited ordinance”?
- Should the Charter be amended to remove the requirement that the Public Works Director be a professional engineer registered in the State of Missouri?
- Should the Charter be amended to remove any publication requirements that are required under the current Charter?

After hearing from residents and reviewing all input, the Commission will submit its final recommendations to the City Council, which will consider whether to place these items on the April 7, 2026, municipal ballot. The final report is due by December 1, 2025.

Members of the Commission include: Phil Stinnett, Ryan Stanley, Melodee Colbert-Kean, Michael Seibert, Dan Pekarek, Diane Reid-Adams, Morris Glaze, Rob O'Brian, and Chuck Brown (Chairman). For questions, please contact Holly Nagy, City Clerk, at 417-624-0820, ext. 1220 or Hnagy@joplinmo.org.