JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, FEBRUARY 7, 2022
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Retirement Resolution-Barbara Gollhofer

   2. Market Study Update 2021 And 2020

      Documents:

      MARKET STUDY UPDATE 2021 AND 2020.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2022-250
      AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District R-2 (Two-Family Residential) property as described below and located at Northwest Corner of

N. Oliver Ave. and W. A. St., City of Joplin, Jasper County, Missouri.

Documents:

CB 2022-250 MINUTES.PDF
CB 2022-250 STAFF REPORT.PDF
CB 2022-250 SUMMARY.PDF
CB 2022-250.PDF

3. Case 002-22
2711 S. Washington Ave. - A request to declare property surplus – City of Joplin.

Documents:

CASE 002-22 MINUTES.PDF
CASE 002-22 STAFF REPORT.PDF
CASE 002-22 SUMMARY.PDF

4. Case 003-22
2705 S. Washington Ave. - A request to declare property surplus – City of Joplin.

Documents:

CASE 003-22 MINUTES.PDF
CASE 003-22 STAFF REPORT.PDF
CASE 003-22 SUMMARY.PDF

5. Case 004-22
1920 S. Wisconsin Ave. - A request to declare property surplus – City of Joplin.

Documents:

CASE 004-22 MINUTES.PDF
CASE 004-22 STAFF REPORT.PDF
CASE 004-22 SUMMARY.PDF

6. Case 005-22
1101 E. 20th St. - A request to declare property surplus – City of Joplin.

Documents:

CASE 005-22 STAFF REPORT.PDF
CASE 005-22 SUMMARY.PDF
CASE 005-22 MINUTES.PDF

7. Case 006-22
1201 E. 20th St. - A request to declare property surplus – City of Joplin.

Documents:

CASE 006-22 MINUTES.PDF
CASE 006-22 STAFF REPORT.PDF
CASE 006-22 SUMMARY.PDF

8. Case 007-22
Northeast and Southeast corners of S. Golf Link Rd and W. 23rd St. - A request to declare property surplus – City of Joplin.

Documents:

CASE 007-22 MINUTES.PDF
CASE 007-22 STAFF REPORT.PDF
CASE 007-22 SUMMARY.PDF

8. Consent Agenda

1. Minutes Of January 18, 2022, City Council Meeting

Documents:

1-18-22 CITY COUNCIL MINUTES.PDF

2. COUNCIL BILL NO. 2022-102
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Jeff Asbell Excavating and Trucking Inc., in the amount of Three Hundred Seven Thousand Four Hundred Eighteen and 43/100 Dollars ($307,418.43) for construction of the Lone Elm and Murphy Stormwater Improvements project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2022-102.PDF

3. COUNCIL BILL NO. 2022-500
AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective.

Documents:

CB2022-500.PDF

9. **Resolutions**
10. **Ordinances - Emergency**
11. **Ordinances - First Reading**
    1. COUNCIL BILL NO. 2022-104
       AN ORDINANCE authorizing the City of Joplin to enter into an agreement with United Plumbing, Inc., for the Private Side I & I Reduction Pilot Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

       Documents:

       CB2022-104 JOPLIN CONSTRUCTION CONTRACT FORM - LOCAL FUNDING - PILOT PROJECT PRIVATESIDEIIREDUCTION_UNITED PLUMBING.PDF
       CB2022-104 RECOMMENDATION LETTER - PILOT PROJECT PRIVATESIDEIIREDUCTION_UNITED PLUMBING.PDF
       CB2022-104 SUMMARY SHEET - PRIVATE SIDE IANDI REDUCTION - UNITED PLUMBING.PDF
       CB2022-104 FEE SCHEDULE - PILOT PROJECT PRIVATESIDEIIREDUCTION_UNITED PLUMBING.PDF
       CB2022-104 COUNCIL BILL - PRIVATE SIDE IANDI REDUCTION PILOT PROJECT - UNITED PLUMBING.PDF
       CB2022-104 EXHIBIT MAP2-BAKERS BRANCH BASIN - PILOT PROJECT PRIVATE SIDE IANDI REDUCTION.PDF
       CB2022-104 EXHIBIT MAP1-CLEVELAND BASIN - PILOT PROJECT PRIVATE SIDE IANDI REDUCTION.PDF
12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**
    1. Vote To Go Into Closed Session, Which Shall Pertain To Leasing, Purchasing Or Sale Of Real Estate By A Public Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Therefore As Set Forth In Section 610.021 (2) RSMo, As Amended, 2021. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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 3rd day of February, 2022, (RSMo 610.020)

CITY OF JOPLIN
SALARY MARKET ANALYSIS COMPARISON-LOCAL PEERS
MARCH 2020 AND APRIL 2021

2020 DATA:		City of Joplin Pay Ranges as a Percent of the Market Average		
BENCHMARK TITLE	**No. of Local Matches**	**Pay Range Minimum**	**Pay Range Midpoint**	**Pay Range Maximum**
Administrative Support				
Court Assistant I	5	91%	90%	95%
Senior Clerk	3	86%	84%	83%
Administrative Support Overall		**89%**	**87%**	**89%**
Drivers, Fleet Mechanics and Support				
Automotive Mechanic I	3	106%	103%	102%
Drivers, Fleet Mechanics and Support Overall		**106%**	**103%**	**102%**
Finance, Human Resources, Legal & Administration				
Accounting Specialist	4	121%	118%	117%
Finance, Human Resources, Legal & Administration Overall		**121%**	**118%**	**117%**
Information Technology				
Network Manager	3	118%	116%	114%
Information Technology Overall		**118%**	**116%**	**114%**
Leadership				
Director of Parks & Recreation	4	125%	125%	143%
Fire Chief	4	131%	130%	139%
Police Chief	5	137%	137%	142%
Director of Public Works	4	136%	137%	150%
Leadership Overall		**132%**	**132%**	**144%**
Maintenance and Trades				
Custodian	5	98%	99%	102%
Laborer I	3	98%	103%	107%
Parks Caretaker	3	93%	93%	93%
Equipment Operator	3	95%	95%	95%
Maintenance and Trades Overall		**96%**	**98%**	**99%**

2021 DATA:		City of Joplin Pay Ranges as a Percent of the Market Average		
BENCHMARK TITLE	**No. of Local Matches**	**Pay Range Minimum**	**Pay Range Midpoint**	**Pay Range Maximum**
Administrative Support				
Court Assistant I	5	103%	97%	100%
Administrative Assistant*	3	91%	86%	83%
Administrative Support Overall		**97%**	**92%**	**91%**
Drivers, Fleet Mechanics and Support				
Automotive Mechanic I	3	113%	108%	105%
Drivers, Fleet Mechanics and Support Overall		**113%**	**108%**	**105%**
Finance, Human Resources, Legal & Administration				
Accounting Specialist	4	128%	124%	121%
Finance, Human Resources, Legal & Administration Overall		**128%**	**124%**	**121%**
Information Technology				
Network Manager	3	114%	111%	110%
Information Technology Overall		**114%**	**111%**	**110%**
Leadership				
Director of Parks & Recreation	4	127%	131%	133%
Fire Chief	4	127%	126%	134%
Police Chief	5	136%	134%	142%
Director of Public Works	4	139%	142%	145%
Leadership Overall		**132%**	**133%**	**138%**
Maintenance and Trades				
Custodian	5	101%	99%	101%
Laborer I	3	103%	106%	108%
Parks Caretaker	3	98%	96%	95%
Equipment Operator	3	104%	93%	100%
Maintenance and Trades Overall		**101%**	**98%**	**101%**

CITY OF JOPLIN
SALARY MARKET ANALYSIS COMPARISON-LOCAL PEERS
MARCH 2020 AND APRIL 2021

2020 DATA:		City of Joplin Pay Ranges as a Percent of the Market Average		
BENCHMARK TITLE	**No. of Local Matches**	**Pay Range Minimum**	**Pay Range Midpoint**	**Pay Range Maximum**
Public Health				
Animal Control Officer	4	95%	93%	103%
Public Health Overall		**95%**	**93%**	**103%**
Public Safety - Fire				
Firefighter/EMT	4	97%	101%	111%
Fire Captain	4	97%	106%	121%
Fire Battalion Chief	3	121%	116%	127%
Public Safety - Fire Overall		**105%**	**107%**	**120%**
Public Safety - Police				
Police Officer	5	111%	114%	117%
Police Sergeant	5	113%	116%	119%
Police Captain	3	124%	120%	118%
Public Safety - Police Overall		**116%**	**117%**	**118%**
Public Safety Support and Security - Police				
Public Safety Communications Operator (911)	3	109%	108%	108%
Public Safety Support and Security - Police Overall		**109%**	**108%**	**108%**

2021 DATA:		City of Joplin Pay Ranges as a Percent of the Market Average		
BENCHMARK TITLE	**No. of Local Matches**	**Pay Range Minimum**	**Pay Range Midpoint**	**Pay Range Maximum**
Public Health				
Animal Control Officer	4	80%	84%	93%
Public Health Overall		**80%**	**84%**	**93%**
Public Safety - Fire				
Firefighter/EMT	4	112%	115%	117%
Fire Captain	4	114%	118%	121%
Fire Battalion Chief	3	126%	129%	131%
Public Safety - Fire Overall		**117%**	**120%**	**123%**
Public Safety - Police				
Police Officer	5	114%	117%	119%
Police Sergeant	5	114%	118%	121%
Police Captain	3	122%	117%	115%
Public Safety - Police Overall		**117%**	**118%**	**118%**
Public Safety Support and Security - Police				
Public Safety Communications Operator (911)	3	115%	113%	111%
Public Safety Support and Security - Police Overall		**115%**	**113%**	**111%**

*Title changed from Senior Clerk to Administrative Assistant.
The City of Carl Junction was dropped from the 2021 local peer data due to the low number of position matches.
Figures shown in red are below market (less than 100% of the market average as defined in Compensation Pay Philosophy)
Figures shown in blue are above market (more than 100% of the market average as defined in Compensation Pay Philosophy)
Benchmark positions that did not have at least three matches in the applicable market(s) are not included, as there is insufficient market data from which to draw conclusions.
There are 21 local matches of 48 positions surveyed.
Local benchmark entities are (1) Carthage; (2) Neosho; (3) Pittsburg, KS; (4) Webb City; and (5) Jasper County

CITY OF JOPLIN
SALARY MARKET ANALYSIS COMPARISON-LOCAL PEERS
MARCH 2020 AND APRIL 2021

2020 DATA:

BENCHMARK TITLE	No. of Local Matches	City of Joplin Pay Ranges as a Percent of the Market Average: Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum

2021 DATA:

BENCHMARK TITLE	No. of Local Matches	City of Joplin Pay Ranges as a Percent of the Market Average: Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum

Average of Overalls	2020	2021
	110%	113%

	2020	2021
Below Local Market	9	3
At/Above Local Market	12	18

CITY OF JOPLIN
SALARY MARKET ANALYSIS COMPARISON-REGIONAL PEERS
MARCH 2020 AND APRIL 2021

2020 DATA:		City of Joplin Pay Ranges as a Percent of the Market Average		
BENCHMARK TITLE	**No. of Regional Matches**	**Pay Range Minimum**	**Pay Range Midpoint**	**Pay Range Maximum**
Administrative Support				
Court Assistant I	6	77%	76%	75%
Senior Clerk	5	74%	73%	77%
Administrative Support Overall		**76%**	**74%**	**76%**
Aviation				
Airport Operations Worker	3	78%	77%	77%
Airport Manager	3	73%	75%	76%
Aviation Overall		**76%**	**76%**	**76%**
Code Enforcement, Planning, Inspection & Recycling				
Construction Inspector	7	85%	83%	83%
Planner	5	85%	85%	84%
Chief Building Official	7	88%	87%	87%
Code Enforcement, Planning, Inspection & Recycling Overall		**86%**	**85%**	**84%**
Drivers, Fleet Mechanics and Support				
Transit Driver II	3	84%	82%	81%
Automotive Mechanic I	6	78%	78%	78%
Drivers, Fleet Mechanics and Support Overall		**81%**	**80%**	**80%**
Engineering and Engineering Support				
Engineering Technician	5	85%	84%	84%
Civil Engineer I	7	88%	87%	86%
Engineering and Engineering Support Overall		**86%**	**86%**	**85%**
Finance, Human Resources, Legal & Administration				
Human Resources Assistant	6	73%	71%	70%
Accounting Specialist	6	92%	90%	89%
Public Information Officer	3	82%	83%	83%

2021 DATA:		City of Joplin Pay Ranges as a Percent of the Market Average		
BENCHMARK TITLE	**No. of Regional Matches**	**Pay Range Minimum**	**Pay Range Midpoint**	**Pay Range Maximum**
Administrative Support				
Court Assistant I	6	86%	81%	79%
Administrative Assistant*	5	80%	76%	74%
Administrative Support Overall		**83%**	**79%**	**76%**
Aviation				
Airport Operations Worker	3	79%	79%	79%
Airport Manager	3	87%	88%	88%
Aviation Overall		**83%**	**83%**	**84%**
Code Enforcement, Planning, Inspection & Recycling				
Construction Inspector	7	91%	86%	84%
Planner	5	92%	86%	83%
Chief Building Official	7	91%	88%	86%
Code Enforcement, Planning, Inspection & Recycling Overall		**91%**	**87%**	**84%**
Drivers, Fleet Mechanics and Support				
Transit Driver II	3	89%	86%	84%
Automotive Mechanic I	6	84%	81%	79%
Drivers, Fleet Mechanics and Support Overall		**87%**	**84%**	**82%**
Engineering and Engineering Support				
Engineering Technician	5	85%	83%	82%
Civil Engineer I	7	91%	87%	85%
Engineering and Engineering Support Overall		**88%**	**85%**	**84%**
Finance, Human Resources, Legal & Administration				
Human Resources Assistant	6	77%	75%	73%
Accounting Specialist	6	99%	93%	89%
Public Information Officer	3	81%	81%	81%

CITY OF JOPLIN
SALARY MARKET ANALYSIS COMPARISON-REGIONAL PEERS
MARCH 2020 AND APRIL 2021

2020 DATA:		City of Joplin Pay Ranges as a Percent of the Market Average		
BENCHMARK TITLE	**No. of Regional Matches**	**Pay Range Minimum**	**Pay Range Midpoint**	**Pay Range Maximum**
Financial Analyst	6	97%	97%	97%
Assistant City Attorney	3	91%	90%	89%
Finance, Human Resources, Legal & Administration Overall		**87%**	**86%**	**86%**
Information Technology				
IT Analyst	6	91%	89%	88%
Network Manager	6	92%	92%	92%
Information Technology Overall		**92%**	**91%**	**90%**
Leadership				
Human Resources Director	7	79%	78%	78%
Director of Parks & Recreation	7	81%	80%	77%
Fire Chief	7	86%	85%	84%
Police Chief	7	85%	84%	81%
Director of Public Works	6	87%	86%	84%
Leadership Overall		**84%**	**83%**	**81%**
Maintenance and Trades				
Custodian	5	82%	82%	82%
Laborer I	6	81%	80%	79%
Parks Caretaker	5	85%	84%	83%
Equipment Operator	6	79%	80%	80%
Traffic Signal Technician	6	86%	85%	85%
Park Maintenance Superintendent	7	79%	79%	79%
Maintenance and Trades Overall		**82%**	**82%**	**81%**
Plant Operation				
Wastewater Plant Operator	7	99%	97%	96%
Wastewater Plant Technician	5	93%	93%	92%

2021 DATA:		City of Joplin Pay Ranges as a Percent of the Market Average		
BENCHMARK TITLE	**No. of Regional Matches**	**Pay Range Minimum**	**Pay Range Midpoint**	**Pay Range Maximum**
Financial Analyst	6	108%	104%	102%
Assistant City Attorney	3	98%	100%	101%
Finance, Human Resources, Legal & Administration Overall		**93%**	**90%**	**89%**
Information Technology				
IT Analyst	6	99%	93%	90%
Network Manager	6	97%	94%	92%
Information Technology Overall		**98%**	**93%**	**91%**
Leadership				
Human Resources Director	7	87%	84%	83%
Director of Parks & Recreation	7	84%	83%	81%
Fire Chief	7	89%	88%	87%
Police Chief	7	88%	87%	85%
Director of Public Works	6	94%	93%	91%
Leadership Overall		**88%**	**87%**	**85%**
Maintenance and Trades				
Custodian	5	89%	85%	83%
Laborer I	6	85%	81%	78%
Parks Caretaker	5	92%	86%	83%
Equipment Operator	6	84%	74%	78%
Traffic Signal Technician	6	93%	88%	86%
Park Maintenance Superintendent	7	87%	84%	82%
Maintenance and Trades Overall		**88%**	**83%**	**82%**
Plant Operation				
Wastewater Plant Operator	7	101%	96%	92%
Wastewater Plant Technician	5	94%	93%	92%

CITY OF JOPLIN
SALARY MARKET ANALYSIS COMPARISON-REGIONAL PEERS
MARCH 2020 AND APRIL 2021

2020 DATA: BENCHMARK TITLE	No. of Regional Matches	City of Joplin Pay Ranges as a Percent of the Market Average: Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Plant Operation Overall		96%	95%	94%
Recreation				
Recreation Coordinator	4	72%	70%	69%
Recreation Manager	6	78%	77%	76%
Recreation Overall		**75%**	**74%**	**73%**
Public Health				
Animal Control Officer	7	88%	86%	86%
Environmental Health Specialist II	3	86%	86%	85%
Public Health Overall		**87%**	**86%**	**85%**
Public Safety - Fire				
Firefighter/EMT	7	83%	85%	86%
Fire Captain	7	79%	82%	85%
Fire Battalion Chief	5	79%	81%	83%
Fire Marshal	7	86%	85%	85%
Public Safety - Fire Overall		**82%**	**83%**	**84%**
Public Safety - Police				
Police Officer	7	87%	87%	86%
Police Sergeant	7	80%	83%	86%
Police Captain	6	74%	79%	83%
Public Safety - Police Overall		**80%**	**83%**	**85%**
Public Safety Support and Security - Police				
Public Safety Communications Operator (911)	7	91%	89%	87%
Public Safety Support and Security - Police Overall		**91%**	**89%**	**87%**

2021 DATA: BENCHMARK TITLE	No. of Regional Matches	City of Joplin Pay Ranges as a Percent of the Market Average: Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Plant Operation Overall		97%	94%	92%
Recreation				
Recreation Coordinator	4	77%	71%	67%
Recreation Manager	6	78%	77%	76%
Recreation Overall		**78%**	**74%**	**72%**
Public Health				
Animal Control Officer	7	87%	83%	80%
Environmental Health Specialist II	2	Insufficient Data	Insufficient Data	Insufficient Data
Public Health Overall		**87%**	**83%**	**80%**
Public Safety - Fire				
Firefighter/EMT	7	88%	88%	88%
Fire Captain	7	85%	89%	91%
Fire Battalion Chief	5	85%	88%	90%
Fire Marshal	7	93%	90%	88%
Public Safety - Fire Overall		**88%**	**89%**	**89%**
Public Safety - Police				
Police Officer	7	93%	89%	87%
Police Sergeant	7	77%	79%	80%
Police Captain	6	79%	84%	88%
Public Safety - Police Overall		**83%**	**84%**	**85%**
Public Safety Support and Security - Police				
Public Safety Communications Operator (911)	7	89%	85%	83%
Public Safety Support and Security - Police Overall		**89%**	**85%**	**83%**

CITY OF JOPLIN
SALARY MARKET ANALYSIS COMPARISON-REGIONAL PEERS
MARCH 2020 AND APRIL 2021

2020 DATA:		City of Joplin Pay Ranges as a Percent of the Market Average		
BENCHMARK TITLE	**No. of Regional Matches**	**Pay Range Minimum**	**Pay Range Midpoint**	**Pay Range Maximum**

2021 DATA:		City of Joplin Pay Ranges as a Percent of the Market Average		
BENCHMARK TITLE	**No. of Regional Matches**	**Pay Range Minimum**	**Pay Range Midpoint**	**Pay Range Maximum**

*Title changed from Senior Clerk to Administrative Assistant.
Figures shown in red are below market (less than 90% of the market average as defined in Compensation Pay Philosophy)
Figures shown in blue are above market (more than 90% of the market average as defined in Compensation Pay Philosophy)
Benchmark positions that did not have at least three matches in the applicable market(s) are not included, as there is insufficient market data from which to draw conclusions.
There are 43 regional matches of 48 positions surveyed in 2020 and 42 regional matches of 48 positions surveyed in 2021.
Regional benchmark cities are (1) Bentonville, AR; (2) Branson; (3) Jefferson City; (4) Liberty; (5) Springfield; (6) St Joseph; and (7) Fort Smith, AR

Average of Overalls	2020	2021
	84%	88%

	2020	2021
Below Local Market	35	26
At/Above Local Market	8	16

CITY OF JOPLIN
SALARY MARKET ANALYSIS COMPARISON-ALL PEERS
MARCH 2020 AND APRIL 2021

2020 DATA:				City of Joplin Pay Ranges as a Percent of the Market Average		
BENCHMARK TITLE	**No. of Local Matches**	**No. of Regional Matches**	**No. of Total Matches**	**Pay Range Minimum**	**Pay Range Midpoint**	**Pay Range Maximum**
Administrative Support						
Court Assistant I	5	6	11	83%	81%	83%
Senior Clerk	3	5	8	79%	77%	79%
Administrative Support Overall				**81%**	**79%**	**81%**
Drivers, Fleet Mechanics and Support						
Automotive Mechanic I	3	6	9	86%	85%	85%
Drivers, Fleet Mechanics and Support Overall				**86%**	**85%**	**85%**
Finance, Human Resources, Legal & Administration						
Accounting Specialist	4	6	10	102%	100%	98%
Finance, Human Resources, Legal & Administration Overall				**102%**	**100%**	**98%**
Information Technology						
Network Manager	3	6	9	99%	99%	98%
Information Technology Overall				**99%**	**99%**	**98%**
Leadership						
Director of Parks & Recreation	4	7	11	92%	91%	92%
Fire Chief	4	7	11	97%	96%	98%
Police Chief	5	7	12	101%	100%	99%
Director of Public Works	4	6	10	101%	100%	102%
Leadership Overall				**98%**	**97%**	**98%**
Maintenance and Trades						
Custodian	5	5	10	89%	89%	91%
Laborer I	3	6	9	86%	86%	87%
Parks Caretaker	3	5	8	88%	87%	86%
Equipment Operator	3	6	9	84%	84%	84%
Maintenance and Trades Overall				**87%**	**87%**	**87%**
Public Health						
Animal Control Officer	4	7	11	89%	88%	91%
Public Health Overall				**89%**	**88%**	**91%**

2021 DATA:				City of Joplin Pay Ranges as a Percent of the Market Average		
BENCHMARK TITLE	**No. of Local Matches**	**No. of Regional Matches**	**No. of Total Matches**	**Pay Range Minimum**	**Pay Range Midpoint**	**Pay Range Maximum**
Administrative Support						
Court Assistant I	5	6	11	92%	87%	87%
Administrative Assistant*	3	5	8	84%	80%	77%
Administrative Support Overall				**88%**	**83%**	**82%**
Drivers, Fleet Mechanics and Support						
Automotive Mechanic I	3	6	9	92%	89%	86%
Drivers, Fleet Mechanics and Support Overall				**92%**	**89%**	**86%**
Finance, Human Resources, Legal & Administration						
Accounting Specialist	4	6	10	109%	103%	100%
Finance, Human Resources, Legal & Administration Overall				**109%**	**103%**	**100%**
Information Technology						
Network Manager	3	6	9	102%	91%	97%
Information Technology Overall				**102%**	**91%**	**97%**
Leadership						
Director of Parks & Recreation	4	7	11	97%	97%	94%
Fire Chief	4	7	11	99%	98%	100%
Police Chief	5	7	12	102%	101%	102%
Director of Public Works	4	6	10	110%	110%	107%
Leadership Overall				**102%**	**102%**	**101%**
Maintenance and Trades						
Custodian	5	5	10	86%	83%	84%
Laborer I	3	6	9	90%	88%	86%
Parks Caretaker	3	5	8	94%	90%	87%
Equipment Operator	3	6	9	90%	79%	84%
Maintenance and Trades Overall				**90%**	**85%**	**85%**
Public Health						
Animal Control Officer	4	7	11	85%	83%	84%
Public Health Overall				**85%**	**83%**	**84%**

CITY OF JOPLIN
SALARY MARKET ANALYSIS COMPARISON-ALL PEERS
MARCH 2020 AND APRIL 2021

2020 DATA: BENCHMARK TITLE	No. of Local Matches	No. of Regional Matches	No. of Total Matches	City of Joplin Pay Ranges as a Percent of the Market Average: Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Public Safety - Fire						
Firefighter/EMT	4	7	11	87%	89%	94%
Fire Captain	4	7	11	84%	88%	95%
Fire Battalion Chief	3	5	8	88%	89%	95%
Public Safety - Fire Overall				**86%**	**89%**	**95%**
Public Safety - Police						
Police Officer	5	7	12	96%	96%	97%
Police Sergeant	5	7	12	91%	95%	97%
Police Captain	3	6	9	86%	90%	92%
Public Safety - Police Overall				**91%**	**93%**	**95%**
Public Safety Support and Security - Police						
Public Safety Communications Operator (911)	3	7	10	96%	94%	92%
Public Safety Support and Security - Police Overall				**96%**	**94%**	**92%**

2021 DATA: BENCHMARK TITLE	No. of Local Matches	No. of Regional Matches	No. of Total Matches	City of Joplin Pay Ranges as a Percent of the Market Average: Pay Range Minimum	Pay Range Midpoint	Pay Range Maximum
Public Safety - Fire						
Firefighter/EMT	4	7	11	95%	96%	97%
Fire Captain	4	7	11	94%	97%	100%
Fire Battalion Chief	3	5	8	97%	100%	102%
Public Safety - Fire Overall				**95%**	**98%**	**99%**
Public Safety - Police						
Police Officer	5	7	12	101%	99%	98%
Police Sergeant	5	7	12	87%	89%	90%
Police Captain	3	6	9	90%	93%	95%
Public Safety - Police Overall				**92%**	**94%**	**95%**
Public Safety Support and Security - Police						
Public Safety Communications Operator (911)	3	7	10	93%	90%	88%
Public Safety Support and Security - Police Overall				**93%**	**90%**	**88%**

*Title changed from Senior Clerk to Administrative Assistant.
The City of Carl Junction was dropped from the 2021 local peer data due to the low number of position matches.
Figures shown in red are below market (less than 95% of the market average as defined by the Compensation Pay Philosophy)
Figures shown in blue are above market (more than 95% of the market average as defined by the Compensation Pay Philosophy)
Benchmark positions that did not have at least three matches in the applicable market(s) are not included, as there is insufficient market data from which to draw conclusions.
There are 21 overall matches of 48 positions surveyed.

Average of Overalls	2020	2021
	91%	95%

	2020	2021
Below Local Market	14	12
At/Above Local Market	7	9

CITY OF JOPLIN
SALARY MARKET ANALYSIS COMPARISON-OVERALL
MARCH 2020 AND APRIL 2021

	CITY OF JOPLIN MARKET POSITION OVERVIEW		
PAY RANGE	LOCAL MARKET POSITION	REGIONAL MARKET POSITION	OVERALL MARKET POSITION
2020 Pay Range Minimum	110%	84%	91%
2021 Pay Range Minimum	113%	88%	95%
2020 Pay Range Midpoint	110%	83%	91%
2021 Pay Range Midpoint	113%	86%	93%
2020 Pay Range Maximum	115%	83%	92%
2021 Pay Range Maximum	115%	85%	93%

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.

CB 2022-250

Case 001-22: Northwest Corner of N. Oliver Ave. and W. A. St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – 210 Rentals LLC.

Carolyn Corle, 2009 Stevens Blvd., Joplin, MO, 210 Rentals LLC. 201 Rentals owns the property on the east side of Oliver St., with two duplexes. Bought the property on the west side and would like to build four duplexes there.

Mr. Eastman asked if there were any questions from the commissioners?

Mr. Kimble wanted to know about the driveways? Will there be two on Oliver St. and two on A. Street? Do you know how that will be set up yet?

Carolyn stated that she did not know. The duplexes on the east side are facing each other. That is a possibility.

Mr. Eastman asked if there was anyone to speak in favor of this case? There was not. Mr. Eastman asked if there was anyone to speak in opposition to this case? There was not.

MR. KIMBLE MOVED, SECONDED BY MS. WARREN THAT CASE 001-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: January 10, 2022
City Council Meeting: February 7, 2022

STAFF PLANNING REPORT
Rezoning

CASE 001-22 A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential)

LOCATION Northwest Corner of N. Oliver Ave. and W. A St.

APPLICANT 210 Rentals LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.8 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-2	R-1	R-1
Land Use	Single-family Residential	Two-family Residential	Single-family Residential	Single-family Residential

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Low Density Residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Oliver Ave.	Local	60'
W. A St.	Local	50'

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in a flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future low-density residential, and R-2 zoning maintains that character. This request also meets the recommendation for infill development in the Comprehensive Plan.

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

The current zoning of R-1 is suitable for the property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The requested zoning maintains the low-density character of the neighborhood. Additionally, nearby parcels are presently zoned R-2 and some include two-family residential uses.

DISCUSSION

This request to rezone to R-2 is for future duplex development. At its size of approximately 0.8 acres, the property can hold only 4 duplexes. No buffer is required between R-2 and R-1 zoning districts, through duplexes do maintain low-density characteristics.

The request is found to be consistent with the Comprehensive Plan and Future Lan Use Map.

Staff recommends approval of Case 001-22.

ATTACHMENTS

- Application
- Map

REZONING APPLICATION FORM

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
FAX 417-625-4738

For Office Use Only

Case No.: C01-22
Filing Fee: $550.00
Date Advertised: 12-26-21
Date Notices Sent 12-30-2021
Public Hearing Date: 1-30-22

APPLICANT: 210 Rentals LLC PHONE: 417-952-7037
ADDRESS: 2009 Stephens Blvd Joplin 64804 EMAIL: 210rentalsjoplin@gmail.com

OWNER: Brian Schnelle PHONE: 417
ADDRESS 6089 Belk Center Rd Joplin MO 64801 EMAIL: Brian@Schnellehvac.com

LOCATION/ADDRESS OF PROPERTY: On the Corner of Oliver & A St, on the west side of Oliver St.

Present Zoning R1 Requested Zoning: R2 Acreage:
Present Use of Property: vacant / woods

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North		
South		
East	Duplexes	R2
West		

Character of the Neighborhood:

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?

2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
If yes, explain: We would like to build duplexes like the ones we are building across the street

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies?

2. Consistent with Future Land Use Map?

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property:_____
2. Classification of Street(s):
   Arterial_____Collector_____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   _____ ND _____

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots?_____
2. Properly Sized Street Right-of-Way?_____
3. Drainage Easements?_____
4. Utility Easements:
   - Electricity?_____
   - Gas?_____
   - Sewers?_____
   - Water?_____
5. Additional Comments:_____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

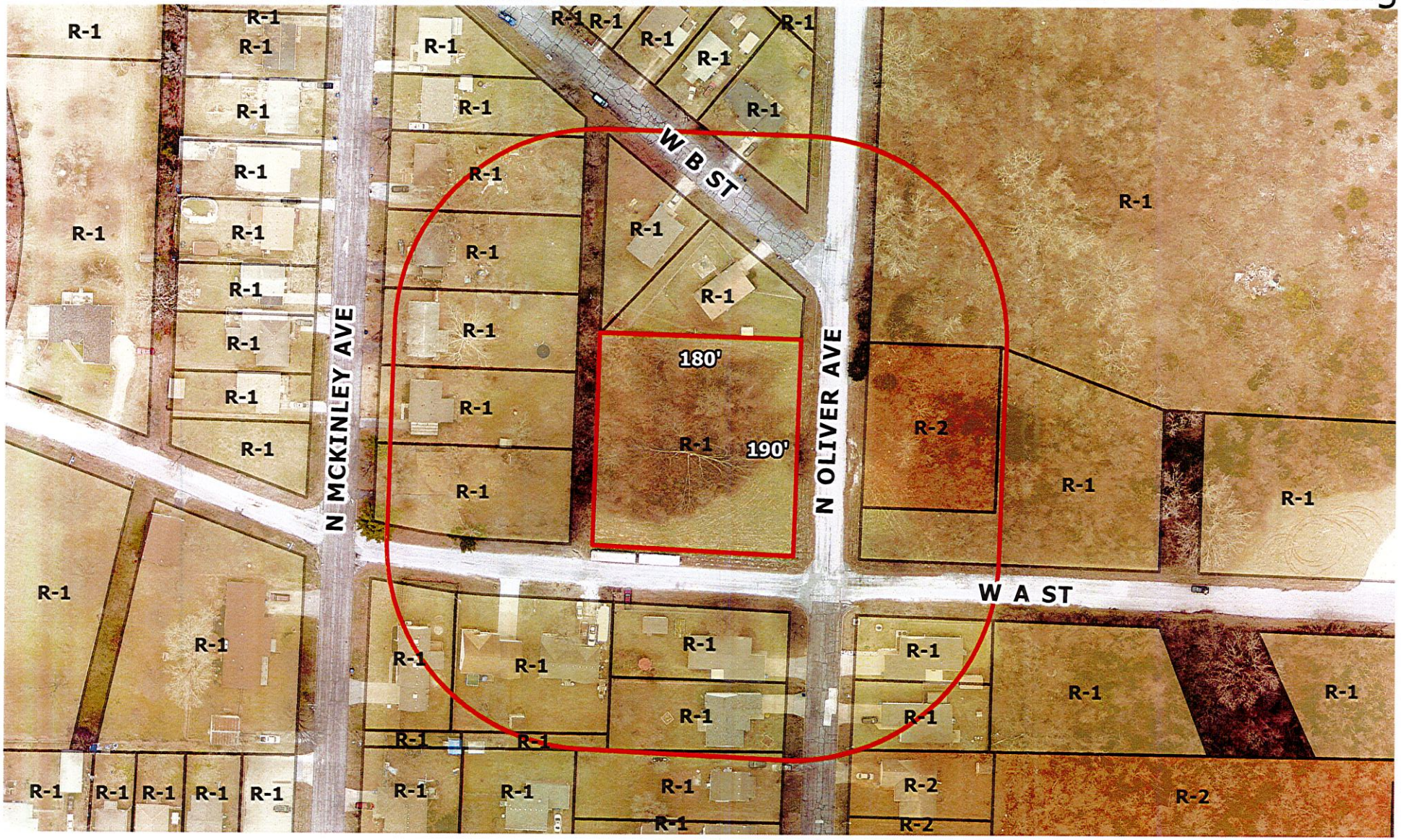
THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
2. 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.
3. Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE:_____ DATE: 11/9/21

TITLE: Owner

Case 001-22: Northwest Corner of N. Oliver Ave. and W. A. St. - Rezoning



Case 001-22: Northwest Corner of N. Oliver Ave. and W. A. St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – 210 Rentals LLC.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-250 – Rezone R-1 to R-2.

MEETING DATE:
February 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 001-22: Northwest Corner of N. Oliver Ave. and W. A. St. – A request to remove from District R-1 (Single-family Residential) and include in District R-2 (Two-family Residential) for future residential development – 210 Rentals LLC.

BACKGROUND:
This request to rezone to R-2 is for future duplex development. At its size of approximately 0.8 acres, the property can hold only 4 duplexes. No buffer is required between R-2 and R-1 zoning districts, through duplexes do maintain low-density characteristics.

PLANNING & ZONING COMMISSION TESTIMONY:
Carolyn Corle, 2009 Stevens Blvd., Joplin, MO, 210 Rentals LLC. 201 Rentals owns the property on the east side of Oliver St., with two duplexes. Bought the property on the west side and would like to build four duplexes there.

Mr. Kimble wanted to know about the driveways? Will there be two on Oliver St. and two on A. Street? Do you know how that will be set up yet?

Carolyn stated that she did not know.

PUBLIC COMMENT; None.

RECOMMENDATIONS:
Staff recommends approval for Case 001-22.
Planning & Zoning Commission recommends approval for Case 001-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2022-250, Staff Planning Report, P&Z Commission Minutes

P & Z Case 001-22
210 Rentals LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-250 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District R-2 (Two-Family Residential) property as described below and located at Northwest Corner of N. Oliver Ave. and W. A. St., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District R-2.

All of Lots Numbered Two Hundred Thirty (230), Two Hundred Thirty-one (231), Two Hundred Thirty-two (232), and Two Hundred Thirty-three (233) in Harold Fenix Addition to the City of Joplin, Jasper County, Missouri,

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

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

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 002-22: 2711 S. Washington Ave. - A request to declare property surplus – City of Joplin

This property was acquired from the Jasper County Trustee in June 2012 for the Schifferdecker widening project. We did have to do a total take of the property, but at this time we would like to declare this surplus.

Mr. Eastman asked if there was anyone to speak in favor of this case? There was not. Mr. Eastman asked if there was anyone to speak in opposition to this case? There was not.

MS. STEELE MOVED, SECONDED BY MR. KIMBLE THAT CASE 002-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: January 10, 2022
City Council Meeting: February 7, 2022

STAFF PLANNING REPORT
Surplus Property

CASE 002-22 A request to declare property surplus.

LOCATION 2711 S. Washington Ave.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.2 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Vacant	Single-family Residential	Vacant	Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Washington Ave.	Local	50'

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

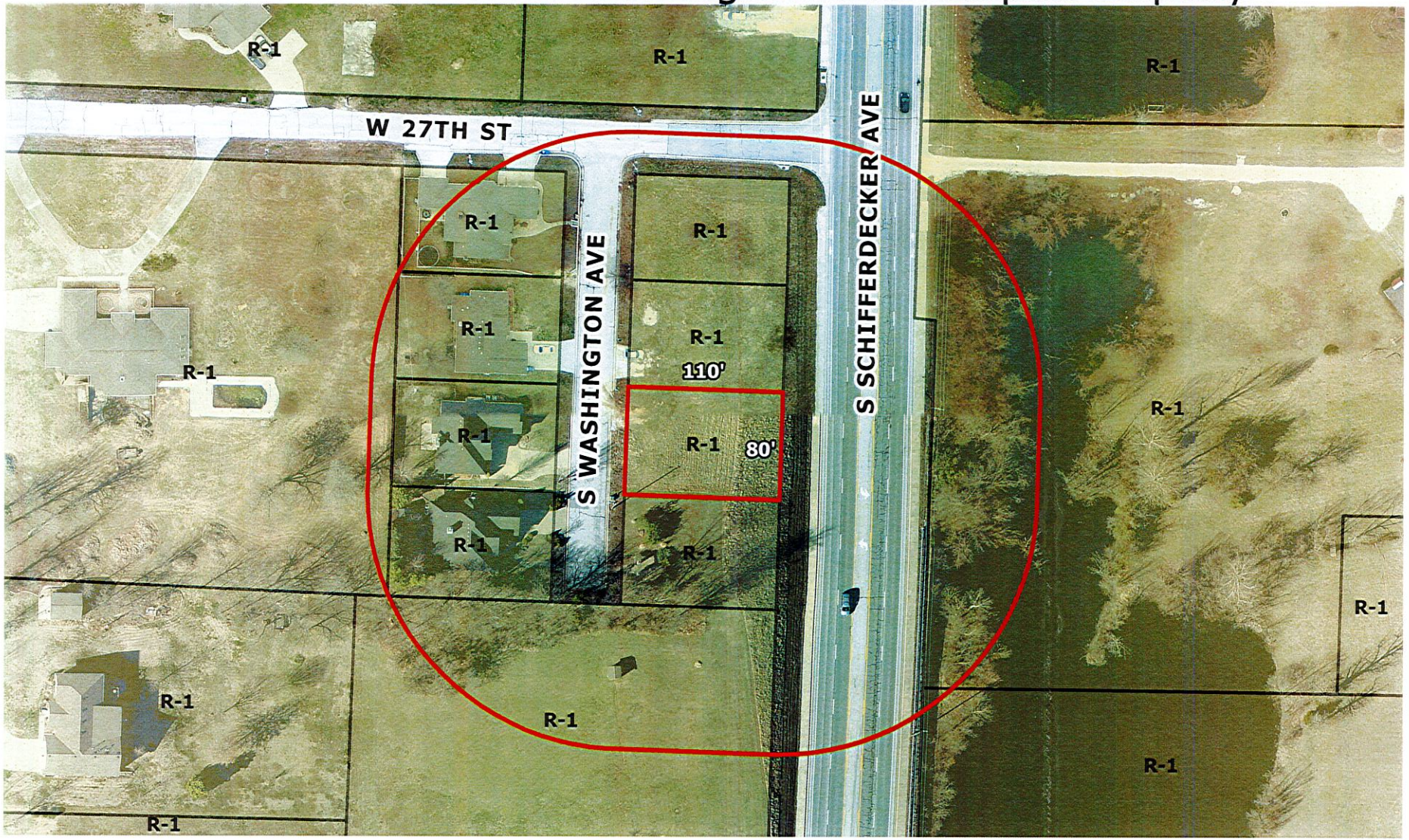
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from the Jasper County Trustee in June 2012 for the Schifferdecker widening project.

Staff recommends approval of Case 002-22.

Case 002-22: 2711 S. Washington Ave. - Surplus Property



Case 002-22: 2711 S. Washington Ave. - A request to declare property surplus – City of Joplin

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: Case 002-22 – Excess Property – 2711 S Washington Ave.

MEETING DATE:
February 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 002-22: 2711 S. Washington Ave. - A request to declare property surplus – City of Joplin

BACKGROUND:
This property was acquired from the Jasper County Trustee in June 2012 for the Schifferdecker widening project.

PLANNING & ZONING COMMISSION TESTIMONY:
This property was acquired from the Jasper County Trustee in June 2012 for the Schifferdecker widening project. We did have to do a total take of the property, but at this time we would like to declare this surplus.

PUBLIC COMMENT; None

RECOMMENDATIONS:
Staff recommends approval for Case 002-22.
Planning & Zoning Commission recommends approval for Case 002-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Case 003-22: 2705 S. Washington Ave. - A request to declare property surplus – City of Joplin

This property was acquired from the Jasper County Trustee in June 2012 for the Schifferdecker widening project. This is still a buildable lot. Same size as across Washington Ave. At this time, we would like to declare surplus.

Mr. Eastman asked if there was anyone to speak in favor of this case? There was not. Mr. Eastman asked if there was anyone to speak in opposition to this case? There was not.

MS. STEELE MOVED, SECONDED BY MR. KIMBLE THAT CASE 003-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: January 10, 2022
City Council Meeting: February 7, 2022

STAFF PLANNING REPORT
Surplus Property

CASE 003-22 A request to declare property surplus.

LOCATION 2705 S. Washington Ave.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approx. 0.2 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Vacant	Single-family Residential	Vacant	Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Washington Ave.	Local	50'

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

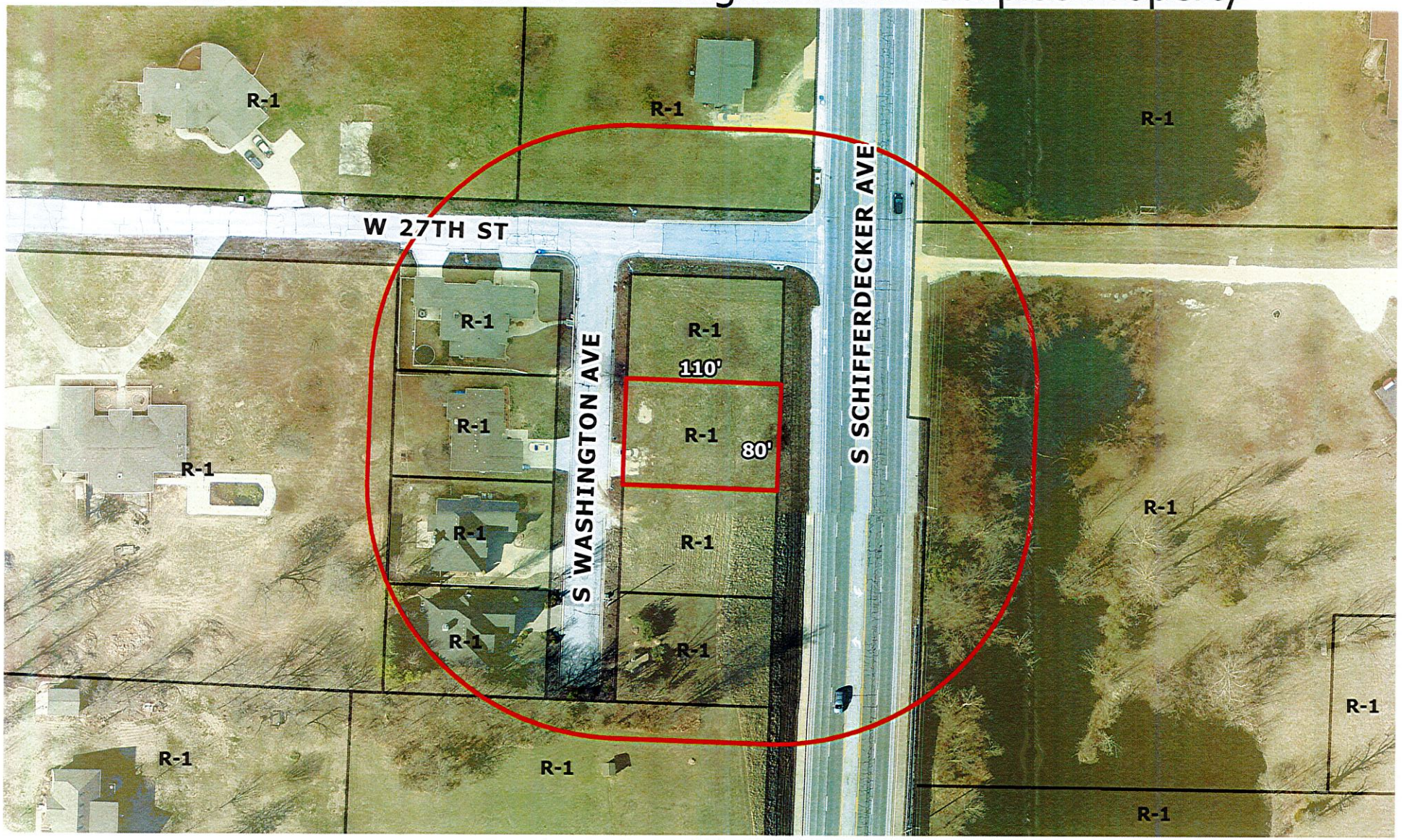
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from the Jasper County Trustee in June 2012 for the Schifferdecker widening project.

Staff recommends approval of Case 003-22.

Case 003-22: 2705 S. Washington Ave. - Surplus Property



Case 003-22: 2705 S. Washington Ave. - A request to declare property surplus – City of Joplin

N

0 40 80 160 240 320 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: Case 003-22 – Excess Property – 2705 S. Washington Ave.

MEETING DATE:
February 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 003-22: 2705 S. Washington Ave. - A request to declare property surplus – City of Joplin

BACKGROUND:
This property was acquired from the Jasper County Trustee in June 2012 for the Schifferdecker widening project.

PLANNING & ZONING COMMISSION TESTIMONY:
This property was acquired from the Jasper County Trustee in June 2012 for the Schifferdecker widening project. This is still a buildable lot. Same size as across Washington Ave. At this time, we would like to declare surplus.

PUBLIC COMMENT; None

RECOMMENDATIONS:
Staff recommends approval for Case 003-22.
Planning & Zoning Commission recommends approval for Case 003-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Case 004-22: 1920 S. Wisconsin Ave. - A request to declare property surplus – City of Joplin

This property was acquired from the Jasper County Trustee in June 2012 for the 20th St. widening project. It is a buildable lot, used to be two lots, now it is about a lot and a half, but still buildable and would like to declare this surplus.

Mr. Eastman asked if there was anyone to speak in favor of this case? There was not. Mr. Eastman asked if there was anyone to speak in opposition to this case? There was not.

MR. KIMBLE MOVED, SECONDED BY MS. WARREN THAT CASE 004-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: January 10, 2022
City Council Meeting: February 7, 2022

STAFF PLANNING REPORT
Surplus Property

CASE 004-22 A request to declare property surplus.

LOCATION 1920 S. Wisconsin Ave.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Vacant	Approx. 0.12 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-2	R-2	R-1	R-2
Land Use	Single-family Residential	Vacant	Vacant	Vacant

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Wisconsin Ave.	Local	60'

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

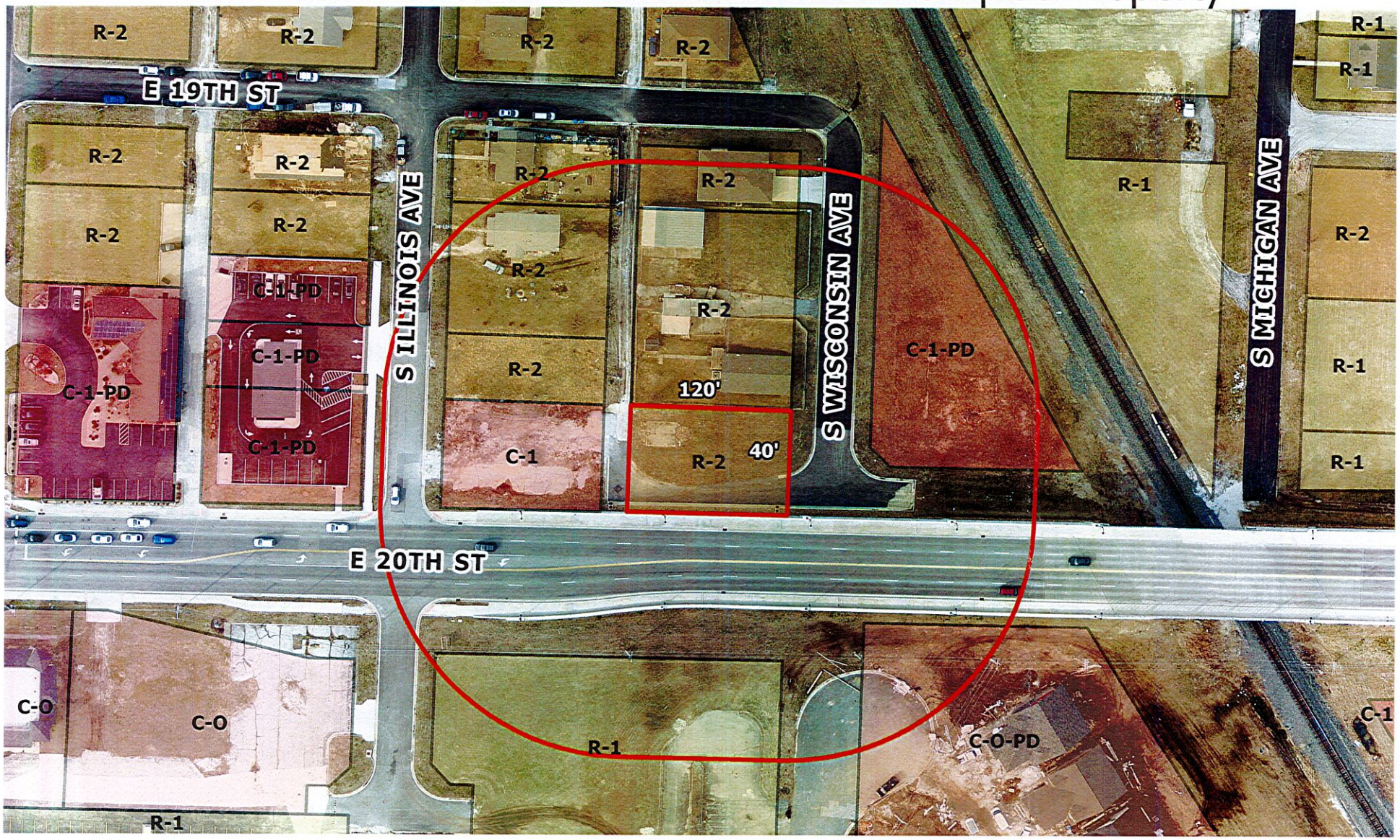
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from the Jasper County Trustee in June 2012 for the 20th St. widening project.

Staff recommends approval of Case 004-22.

Case 004-22: 1920 S. Wisconsin Ave. - Surplus Property



Case 004-22: 1920 S. Wisconsin Ave. - A request to declare property surplus – City of Joplin

N

0 40 80 160 240 320 Feet

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: Case 004-22 – Excess Property – 1920 S. Wisconsin Ave.

MEETING DATE:
February 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 004-22: 1920 S. Wisconsin Ave. - A request to declare property surplus – City of Joplin

BACKGROUND:
This property was acquired from the Jasper County Trustee in June 2012 for the 20th St. widening project.

PLANNING & ZONING COMMISSION TESTIMONY:
This property was acquired from the Jasper County Trustee in June 2012 for the 20th St. widening project. It is a buildable lot, used to be two lots, now it is about a lot and a half, but still buildable and would like to declare this surplus.

PUBLIC COMMENT; None

RECOMMENDATIONS:
Staff recommends approval for Case 004-22.
Planning & Zoning Commission recommends approval for Case 004-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Z&P Meeting: January 10, 2022
City Council Meeting: February 7, 2022

STAFF PLANNING REPORT
Surplus Property

CASE 005-22 A request to declare property surplus.

LOCATION 1101 E. 20th St.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Vacant	Approx. 0.12 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-2	R-2	C-1-PD
Land Use	Vacant	Vacant	Vacant	Drive-thru

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Illinois Ave.	Local	60'

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

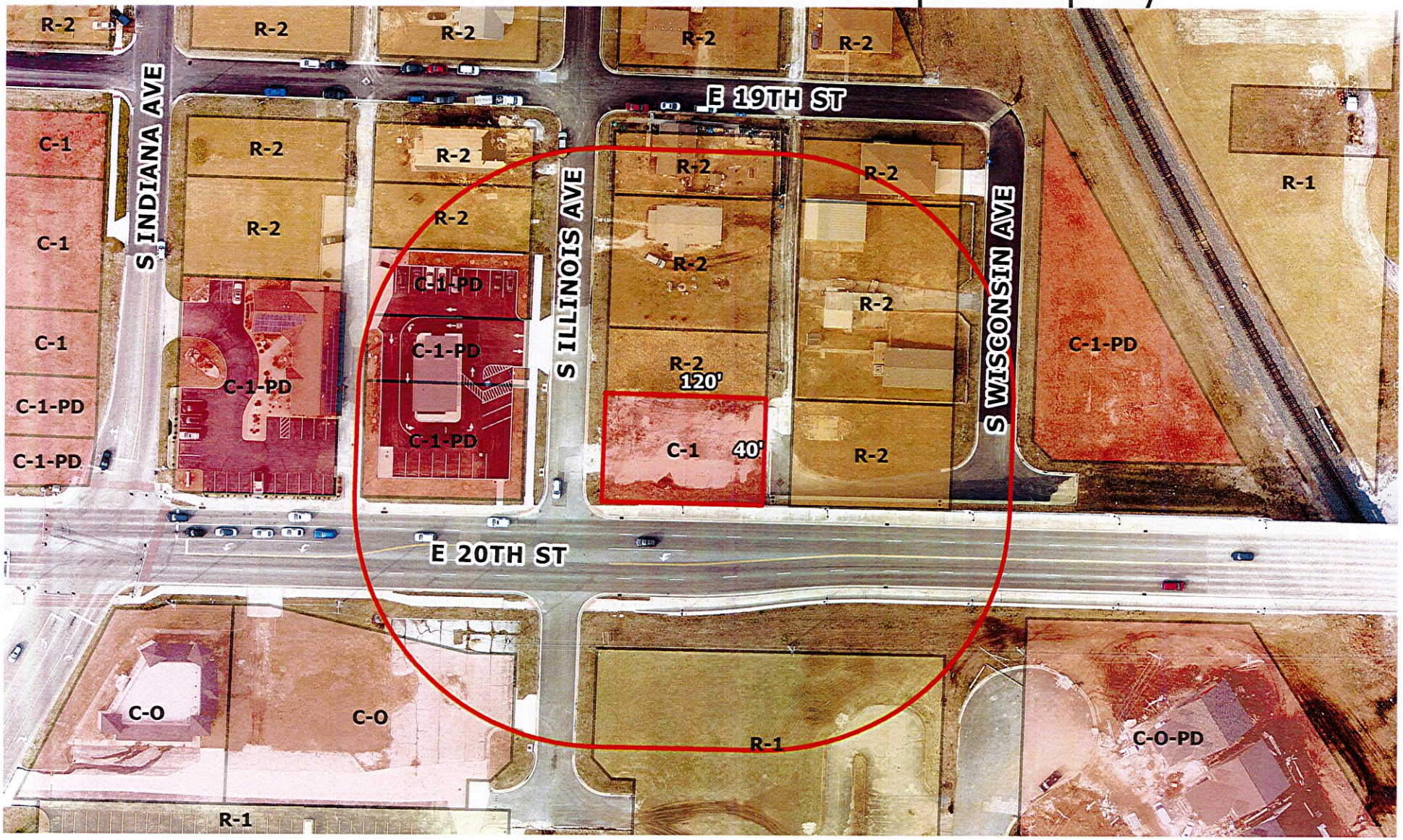
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from the Jasper County Trustee in June 2012 for the 20th St. widening project.

Staff recommends approval of Case 005-22.

Case 005-22: 1101 E. 20th St. - Surplus Property



Case 005-22: 1101 E. 20th St. - A request to declare property surplus – City of Joplin

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CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: Case 005-22 – Excess Property – 1101 E 20th Street

MEETING DATE:
February 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 005-22: 1101 E. 20th St. - A request to declare property surplus – City of Joplin

BACKGROUND:
This property was acquired from the Jasper County Trustee in June 2012 for the 20th St. widening project.

PLANNING & ZONING COMMISSION TESTIMONY:
At the last meeting came before you to rezone this property to R-2 and now to declare it surplus property. It did pass 2nd and 3rd reading from City Council and now is just in the waiting period. Will be zoned R-2 officially when sold. This property was acquired from the Jasper County Trustee in June 2012 for the 20th St. widening project.

PUBLIC COMMENT: None

RECOMMENDATIONS:
Staff recommends approval for Case 005-22.
Planning & Zoning Commission recommends approval for Case 005-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Case 005-22: 1101 E. 20th St. - A request to declare property surplus – City of Joplin

This property was brought before you at the previous meeting for a rezoning from C-1 to R-2. It did pass 2nd and 3rd reading from City Council and now is just in the waiting period. Now the city is requesting that it be declared surplus. It will be zoned R-2 officially when sold. This property was acquired from the Jasper County Trustee in June 2012 for the 20th St. widening project.

Mr. Eastman asked if there was anyone to speak in favor of this case? There was not. Mr. Eastman asked if there was anyone to speak in opposition to this case? There was not.

MS. STEELE MOVED, SECONDED BY MR. KIMBLE THAT CASE 005-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)

Case 006-22: 1201 E. 20th St. - A request to declare property surplus – City of Joplin

This property was also brought before you at the previous meeting for a rezoning from C-1-PD to R-2. It did pass 2nd and 3rd reading from City Council and now is just in the waiting period. Now the city is requesting that it be declared surplus. It will be zoned R-2 officially when sold. This property was acquired from the Jasper County Trustee in June 2012 for the 20th St. widening project.

Mr. Eastman asked if there was anyone to speak in favor of this case? There was not. Mr. Eastman asked if there was anyone to speak in opposition to this case? There was not.

MS. PHILLIPS MOVED, SECONDED BY MS. WARREN THAT CASE 006-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: January 10, 2022
City Council Meeting: February 7, 2022

STAFF PLANNING REPORT
Surplus Property

CASE 006-22 A request to declare property surplus.

LOCATION 1201 E. 20th St.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-2	Vacant	Approx. 0.48 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	C-O-PD	R-2
Land Use	Vacant	Vacant	Two-family Residential	Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S. Wisconsin Ave.	Local	60'

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

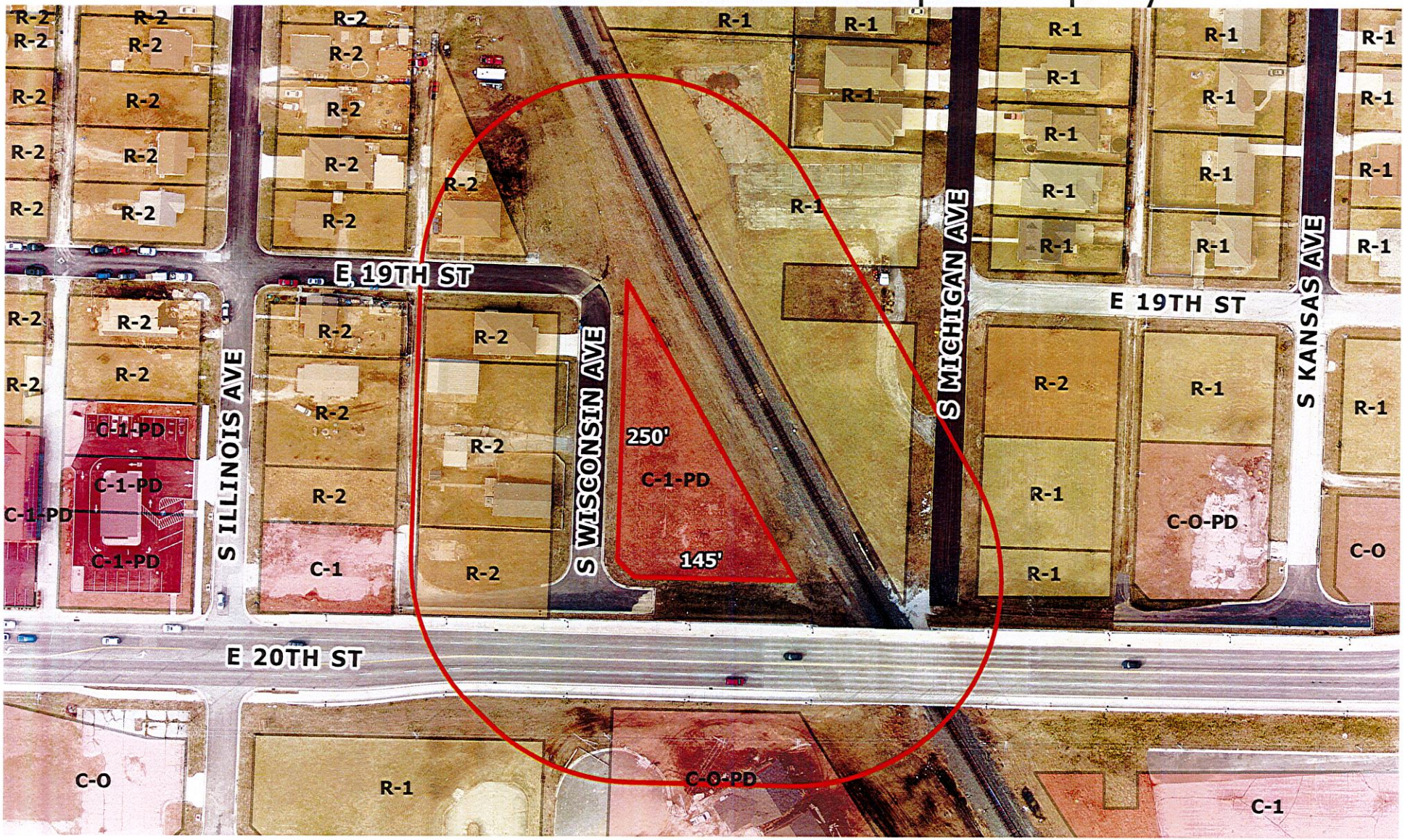
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from the Jasper County Trustee in June 2012 for the 20th St. widening project.

Staff recommends approval of Case 006-22.

Case 006-22: 1201 E. 20th St. - Surplus Property



Case 006-22: 1201 E. 20th St. - A request to declare property surplus – City of Joplin

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: Case 006-22 – Excess Property – 1201 E 20th Street

MEETING DATE:
February 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 006-22: 1201 E. 20th St. - A request to declare property surplus – City of Joplin

BACKGROUND:
This property was acquired from the Jasper County Trustee in June 2012 for the 20th St. widening project.

PLANNING & ZONING COMMISSION TESTIMONY:
This property came before you last meeting for rezoning to R-2 and now would like to declare surplus property. It will be rezoned to R-2 before selling, just waiting on the waiting period. This property was acquired from the Jasper County Trustee in June 2012 for the 20th St. widening project.

PUBLIC COMMENT; None

RECOMMENDATIONS:
Staff recommends approval for Case 006-22.
Planning & Zoning Commission recommends approval for Case 006-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

Case 007-22: Northeast and Southeast corners of S. Golf Link Rd. and W. 23rd St. – A request to declare property surplus – City of Joplin

This property was acquired from the merger with Iron Gates. Currently it is part of a public park out there adjacent to the golf course. The deed restrictions do require us to maintain green space or park access for the residents of Iron Gates. So, any sale of this property will include that stipulation to reserve public access, green space for that neighborhood. We received comments from the Parks Department that the park is less that what meets the standards for a city park and there is some interest from Developers. At this time the city would like to request it be declared surplus property.

Mr. Eastman wanted to know if there were appraisals on all these properties?

Mr. Stanton stated that we do not, but we will after the surplus is made official.

Mr. Eastman asked about the property to the north if the Police still use that building?

Mr. Stanton stated they have in the past for training. There are a number of properties in the city that Police and Fire use for training.

Ms. Steele mentioned that the two lots to the south is the park. The one that is being sold is to the north. Mr. Stanton stated that all parcels will be sold.

Ms. Steele wanted to know since the south parcels are a park, they will remain a park, correct?

Mr. Stanton stated at least a portion of it. In the deed restriction stated that a portion must remain parks or neighborhood green space.

Ms. Phillips stated that it is confusing because if it doesn't currently meet Parks Department standards, than how does making it smaller help it meets our standards?

Mr. Stanton stated that it was his understanding that whoever would develop this property, once purchased would have to make improvements to the public park/green space. They would actually improve that space. If it were sold without preserving park space, the deed restriction states, the park/land will revert to the church across the street.

Mr. Kimble had a question and stated that he has seen green spaces, but they are isolated for the people that live in that space. Would the deed restriction be satisfied if someone was to go and create a green space that was installed for the developer that was going to be there.

Mr. Stanton mentioned that the way the deed restriction reads is to ensure that the public has access to the park. Through development review, staff will ensure that access is preserved.

Mr. Eastman stated that Golf Links does not go through.

Mr. Stanton mentioned it is likely that it would be vacated, due to the width and portion of 23rd Street would likely be vacated.by a developer.

MS. STEELE MOVED, SECONDED BY MR. KIMBLE THAT CASE 007-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR

APPROVAL. MOTION CARRIED WITH MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: January 10, 2022
City Council Meeting: February 7, 2022

STAFF PLANNING REPORT
Surplus Property

CASE 007-22 A request to declare property surplus.

LOCATION Northeast and Southeast corners of S. Golf Link Rd. and W. 23rd St.

APPLICANT City of Joplin

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Park	Approx. 1.92 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Single-family Residential	Single-family Residential/Religious	Single-family Residential	Single-family Residential

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W. 23rd St.	Local	50'
S. Highland Ave.	Local	50'
S. Golf Link Rd.	Local	30'

FLOOD PLAIN The property is not within the 100-year flood zone.

STAFF ANALYSIS

WILL THE PUBLIC SUFFER A LOSS OR INCONVENIENCE BY THE VACATION OF RIGHTS TO THE PROPERTY?

No.

REASON FOR DECLARATION

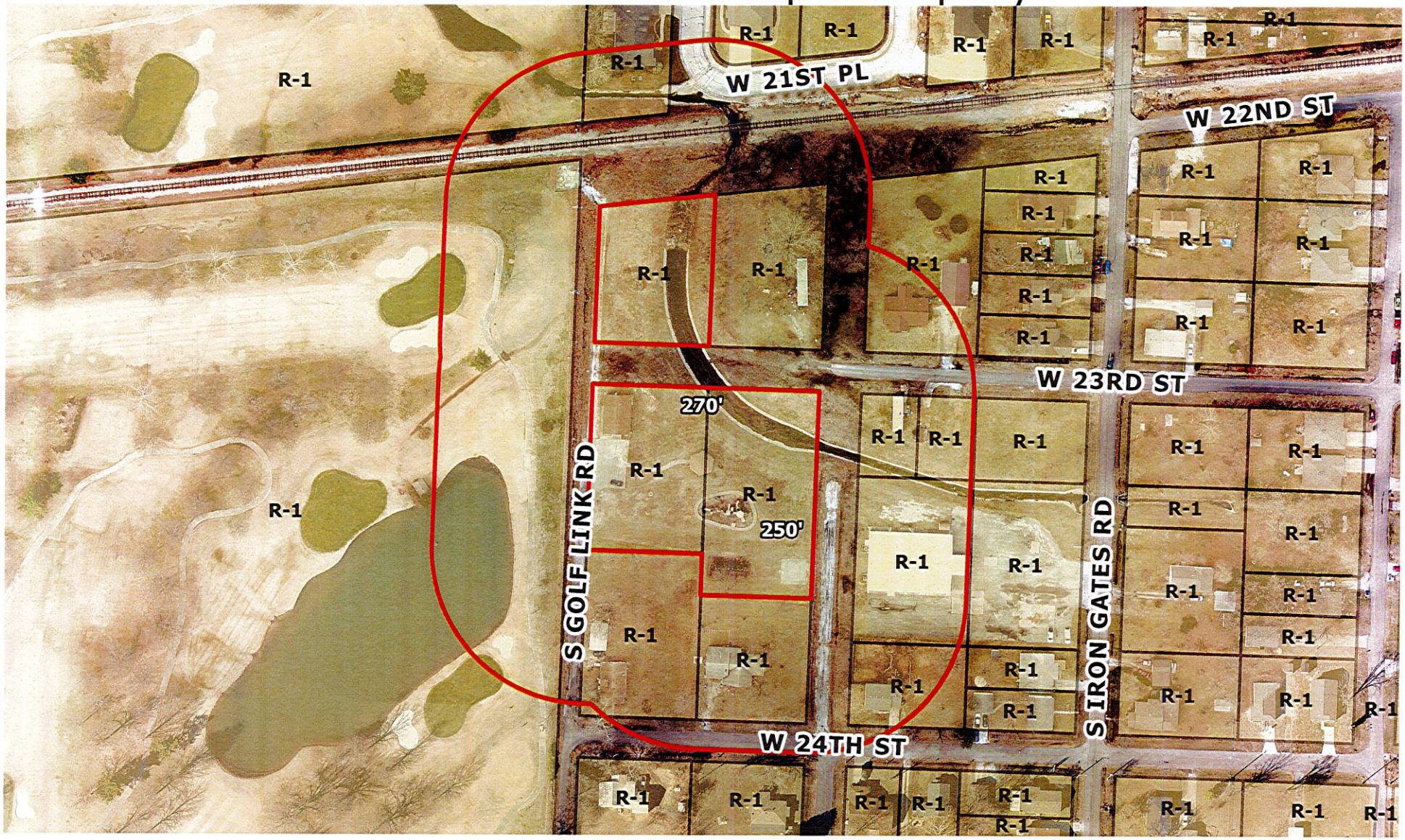
This property is currently owned by the City of Joplin. It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use. Park space will be preserved with the sale of the property.

ADDITIONAL INFORMATION OR COMMENTS

This property was acquired from the merger with Iron Gates.

Staff recommends approval of Case 007-22.

Case 007-22: Northeast and Southeast corners of S. Golf Link Rd. and W. 23rd St. - Surplus Property



Case 007-22: Northeast and Southeast corners of S. Golf Link Rd. and W. 23rd St. – A request to declare property surplus – City of Joplin

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM: Case 007-22 – Excess Property –Northeast and Southeast corners of S. Golf Link Rd and W. 23rd St.

MEETING DATE:
February 7, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 007-22: Northeast and Southeast corners of S. Golf Link Rd and W. 23rd St. - A request to declare property surplus – City of Joplin

BACKGROUND:
It is the City's intent to sell the property. This would remove maintenance and upkeep expenses the City currently incurs while in possession of the property. The City also would like to turn over the property to a more productive use. Park space will be preserved with the sale of the property. This property was acquired from the merger with Iron Gates.

PLANNING & ZONING COMMISSION TESTIMONY:
This property was acquired from the merger with Iron Gates. Currently it is part of a public park out there adjacent to the golf course. The deed restrictions do require us to maintain green space or park access for the residents of Iron Gates. So, any sale of this property will include that stipulation to reserve public access, green space for that neighborhood. We received comments from the Parks Department that the park is less that what meets the standards for a city park and there is some interest from Developers.

Mr. Eastman asked about the property to the north if the Police still use that building?

Mr. Stanton stated they have in the past for training. There are a number of properties in the city that Police and Fire use for training.

Ms. Steele wanted to know since the south parcels are a park, they will remain a park, correct?

Mr. Stanton stated at least a portion of it. In the deed restriction stated that a portion must remain parks or neighborhood green space.

Ms. Phillips stated that it is confusing because if it doesn't currently meet Parks Department standards, than how does making it smaller help it meets our standards?

Mr. Stanton stated that it was his understanding that whoever would develop this property, once purchased would have to make improvements to the public park/green space. They would actually improve that space. If it were sold without preserving park space, the deed restriction states, the park/land will revert to the church across the street.

Mr. Stanton mentioned that the way the deed restriction reads is to ensure that the public has access to the park. Through development review, staff will ensure that access is preserved.

Mr. Eastman stated that Golf Links does not go through.

Mr. Stanton mentioned it is likely that it would be vacated, due to the width and portion of 23rd Street would likely be vacated by a developer.

PUBLIC COMMENT; None

RECOMMENDATIONS:
Staff recommends approval for Case 007-22.
Planning & Zoning Commission recommends approval for Case 007-22 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
Staff Planning Report, P&Z Commission Minutes

JOPLIN CITY COUNCIL
JANUARY 18, 2022
MEETING MINUTES

CALL TO ORDER

The January 18, 2022 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Ryan Stanley.

INVOCATION was read by City Clerk Holly Nagy.

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

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Mayor Ryan Stanley, and Christina Williams. Absent: Phil Stinnett. Motion by Mr. Cortez, second by Mr. Monteleone to excuse Mr. Stinnett. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley and Williams, 8. Also in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

The City is holding two Public Meetings on Thursday, January 27 to discuss the public transit service including MAPS and the Sunshine Lamp Trolley. Officials are developing a contingency plan should the need arise to reduce transit services, due to the City not having staff to maintain current operations of the public transportation system.

The Public Meetings will be held next Thursday, January **27**. The meeting times are from 1:30 to 3 p.m. and from 5:30 to 7 p.m. Both Meetings will be held here in the Council Chambers of City Hall. Citizens can choose to attend either meeting to participate in the discussions and provide their comments.

Joplin Parks and Recreation invites all dads and their daughters to their annual Daddy Daughter Date Night event. It is being held on February 18 and 19. Dads are welcome to treat their favorite gal or gals to an evening of music, dancing, games, buffet dinner, and prizes. A complimentary photograph is included in the ticket price to commemorate the evening. Tickets are $40/couple and $20 for an additional daughter.

This year the Parks and Rec Department is offering an Early Bird Special on Soccer Registration. Parents can save $5 on the recreational league when they register their player before February 1st. The league is open to players aged 5 - 14 years. Registration is normally $40/player with each receiving a jersey, shorts and socks.

Practices begin the week of March 14th and are determined by each coach. Games will be on Monday, Tuesday, or Thursday nights, depending on child's age, beginning the week of March 28th.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA

Motion by Mr. Shaw, second by Mr. Cortez to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, and Williams, 8. Nays: 0. Absent: Stinnett, 1.

Minutes of January 3, 2022, City Council Meeting
Minutes of January 10, 2022, Special City Council Meeting

COUNCIL BILL NO. 2021-294 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 (Neighborhood Commercial) and including in District C-3 (Commercial) property as described below and located at 1925 W. Junge Blvd and the Southwest Corner of W. Junge Blvd and S. Adele Ave., City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-006**

COUNCIL BILL NO. 2021-295 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-3-PD (Apartment House Planned Development) and including in District C-1 (Neighborhood Commercial) property as described below and located 2302 S. Connecticut Ave., City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-007**

COUNCIL BILL NO. 2021-296 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District C-1 (Neighborhood Commercial) property as described below and located at 415 and 421 W 32nd St. City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-008**

COUNCIL BILL NO. 2021-297 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 (Neighborhood Commercial) and including in District R-2 (Two-family Residential) property as described below and located at 1201 and 1203 E 20th St., City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-009**

COUNCIL BILL NO. 2021-298 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-1 PD (Neighborhood Commercial Planned Development) and including in District R-2 (Two Family Residential) property as described below and located at 1101 E. 20th Street, City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-010**

COUNCIL BILL NO. 2021-300 - AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property located 7110 W. 20th Street, Joplin, Jasper County, Missouri. **Ordinance No. 2022-011**

COUNCIL BILL NO. 2021-301 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District M-2 (Restricted Industrial) property as described below and located at 7110 W. 20th Street, City of Joplin, Jasper County, Missouri. **Ordinance No. 2022-012**

COUNCIL BILL NO. 2022-600 - AN ORDINANCE amending Chapter 10 Alcoholic Beverages, by repealing Section 10-3 Hours of sale generally, and enacting a new Section 10-3 Hours of sale generally in lieu thereof. **Ordinance No. 2022-013**

COUNCIL BILL NO. 2022-601 - AN ORDINANCE amending Chapter 10 Alcoholic Beverages, by repealing Section 10-4 Sunday sales of packaged liquor. **Ordinance No. 2022-014**

RESOLUTIONS

Mr. Cortez introduced Resolution No. 2022-001 - A Resolution recognizing Sherri McCulloch upon her retirement from active service as Financial Analyst in the Finance Department of the City of Joplin, Missouri. Motion by Mr. Cortez, second by Mr. Lawson to approve Resolution No. 2022-001. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Williams, 8. Nays: 0. Absent: Stinnett, 1. **Resolution No. 2022-001** was approved.

Dr. Reid Adams introduced Resolution No. 2022-002 – A Resolution of the City of Joplin, Missouri, stating the intent to pursue an Economic Development Administration (EDA) Grant in the amount of approximately $2 million for the Bakers Branch East Sewer Extension; and, committing to the match funding for the remainder of the project, which is estimated to cost an additional nearly $1.1 million. Motion by Dr. Reid Adams, second by Mr. Copple to approve Resolution No. 2022-002. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Williams, 8. Nays: 0. Absent: Stinnett, 1. **Resolution No. 2022-002** was approved.

Mr. Lawson introduced Resolution No. 2022-003 A Resolution allowing the Joplin Public Works Department to proceed in developing new permits for all permitted industries in the City of Joplin and changes to the City of Joplin's ordinance of Section 118 per the Environmental Protective Agency's (EPA) General Pretreatment Regulations and Streamlining Rule. Motion by Mr. Lawson, second by Mr. Shaw to approve Resolution No. 2022-003. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Williams, 8. Nays: 0. Absent: Stinnett, 1. **Resolution No. 2022-003** was approved.

ORDINANCES – EMERGENCY

ORDINANCES – FIRST READING

Mr. Cortez introduced Council Bill No. 2022-102 – An Ordinance approving the City of Joplin to enter into a construction agreement with Jeff Asbell Excavating and Trucking Inc., in the amount of Three Hundred Seven Thousand Four Hundred Eighteen and 43/100 Dollars ($307,418.43) for construction of the Lone Elm and Murphy Stormwater Improvements project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Cortez, second by Mr. Lawson to approve Council Bill No. 2022-102. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Williams, 8. Nays: 0. Absent: Stinnett, 1. The Bill was read as **Council Bill No. 2022-102**

Mr. Copple introduced Council Bill No. 2022-500 - An Ordinance repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective. Motion by Mr. Copple, second by Dr. Reid Adams to approve Council Bill No. 2022-500. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stanley, and Williams, 8. Nays: 0. Absent: Stinnett, 1. The Bill was read as **Council Bill No. 2022-500**

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Mr. Monteleone expressed concern regarding the speed limits on roads.
Mayor Stanley expressed concern regarding repainting the lines on turning lanes for clarity.

The meeting was adjourned at 6:50 p.m.

Respectfully,

Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-102 – approving a construction agreement with Jeff Asbell Excavating and Trucking Inc. for construction of the Lone Elm and Murphy Stormwater Improvements (TS0608).

MEETING DATE
January 18, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Bid Summary, Agreement, CB2022-102

REVIEWED BY
Director of Public Works: David K. Hertzberg; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Jeff Asbell Excavating and Trucking Inc., in the amount of Three Hundred Seven Thousand Four Hundred Eighteen and 43/100 Dollars ($307,418.43) for construction of the Lone Elm and Murphy Stormwater Improvements (TS0608) project.

BACKGROUND
The Parks and Storm Water Sales Tax was approved by voters in 2011. A capital improvement project recommendation list was developed for the utilization of the 2012-2022 Parks and Storm Water Sales Tax funds which was approved by voters. Included in the list of approved projects was a project to reduce flooding at the intersection of Lone Elm and Murphy Boulevard. The existing double 10’ x 4’ Reinforced Concrete Box culvert under Murphy Boulevard is undersized with only slightly more capacity than a 2-year storm discharge. At the northwest corner of the Lone Elm and Murphy Boulevard intersection, water currently ponds on the edge of the roadway and adjacent to the existing culvert in the Lone Elm Hollow ditch. The Lone Elm and Murphy culvert improvements will replace the existing culvert with a triple cell 10’ x 5’ Reinforced Concrete box culvert. The replacement will increase the current capacity from a 20% Annual Exceedance Probability (AEP) peak flowrate level of service for the existing culvert to a 10% AEP peak flowrate level of service with the new box culvert. This improvement will decrease the number of times the roadway will be inundated, as well as reduce the depth of inundation from more intense rain events, with overtopping of less than one inch for the 4% AEP peak flow rate (i.e. 25-yr storm event). Additionally, replacement of the culvert will allow for roadway improvements in the form of wider lanes, thereby eliminating the current need for the protective railing and improving overall traffic safety for motorists. The culverts also allow for the installation of curb and gutter in the roadway as well as possible sidewalks in the future.

In accordance with the City of Joplin’s procurement policies, a request for proposals for construction of the Lone Elm and Murphy Stormwater Improvement project was advertised. Four proposals were received, and bids were opened on January 6, 2022, with Jeff Asbell Excavating and Trucking Inc. selected as the lowest, most responsive bidder. The bid was below the

Engineer's estimate. Construction inspection services are intended to be performed in-house by the Public Works department.

FUNDING SOURCE

These payments are included in the FY 2021-22 budget of the Parks and Storm Water Sales Tax fund.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2022-102, an agreement with Jeff Asbell Excavating and Trucking Inc., in the amount of Three Hundred Seven Thousand Four Hundred Eighteen and 43/100 Dollars ($307,418.43) for construction of the Lone Elm and Murphy Stormwater Improvements (TS0608) project on first reading.

BID SUMMARY

PROJECT: Lone Elm & Murphy Stormwater Improvements (TS0608)

DATE OF BID OPENING: January 6, 2022 2:00 P.M.

Contractor	Bid
Engineer's Estimate	$422,682.00
Jeff Asbell Excavating & Trucking, Inc.	**$307,418.43**
D&E Plumbing and Heating, Inc.	$326,680.00
B3 Contractors, LLC	$375,701.00
Sprouls Construction, Inc.	$480,684.00

AGREEMENT
BETWEEN
CITY OF JOPLIN AND JEFF ASBELL EXCAVATING AND TRUCKING INC.

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Jeff Asbell Excavating & Trucking Inc. Address: 9400 State Highway 171 Carl Junction, MO 64834	
Attention: David K. Hertzberg P.E Public Works Director		Attention: Jacob Asbell	
Department: Public Works - Engineering		Phone: 417-649-1269	Fax: 417-649-1900
Phone: 417-624-0820 , ext 1553	Fax: 417-625-4738	Murphy Boulevard and Lone Elm Stormwater Improvements (TS0608)	

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:

Murphy Boulevard and Lone Elm Stormwater Improvements (TS0608)

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 180 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 maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2021, 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-Eight and no/100 Dollars ($2,940,868.00 for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-One Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) 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 Three Hundred Seven Thousand Four Hundred Eighteen and 43/100 Dollars ($307,418.43) 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 cancelledportions 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. Invitation to bid
f. Instruction to bidders
g. Bid
h. Contractor's Statement of Qualifications
i. Anti-Collusion Statement
j. Agreement
k. Notice of Award
l. Notice to Proceed
m. Performance Bond
n. Payment Bond (Labor and Materials)
o. General Conditions of Contract
p. Supplemental General Conditions
q. All Addenda

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Three Hundred Seven Thousand Four Hundred Eighteen and 43/100 ($307,418.43) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

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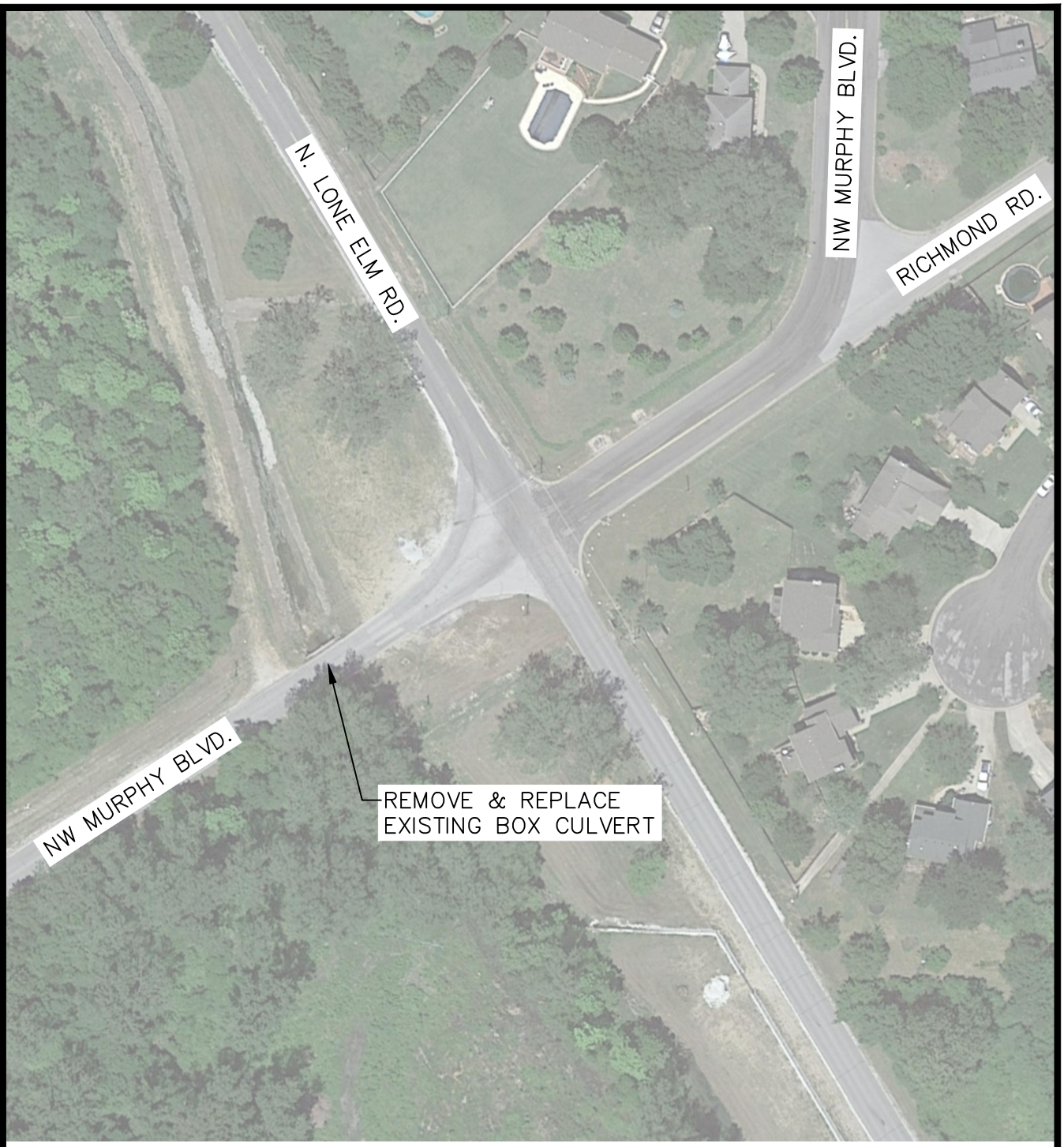

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STORMWATER IMPROVEMENTS
MURPHY BOULEVARD & LONE ELM

JOPLIN, MISSOURI
1/7/2022

ALLGEIER, MARTIN and ASSOCIATES, INC
CONSULTING ENGINEERS and SURVEYORS
7231 EAST 24th STREET JOPLIN, MISSOURI 64804 (417) 680 - 7200

COUNCIL BILL NO. 2022-102 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Jeff Asbell Excavating and Trucking Inc., in the amount of Three Hundred Seven Thousand Four Hundred Eighteen and 43/100 Dollars ($307,418.43) for construction of the Lone Elm and Murphy Stormwater Improvements project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said construction agreement by and between the City of Joplin and Jeff Asbell Excavating and Trucking Inc., in the amount of Three Hundred Seven Thousand Four Hundred Eighteen and 43/100 Dollars ($307,418.43) for construction of the Lone Elm and Murphy Stormwater Improvements project (TS0608) funded through the Parks and Stormwater Sales Tax, in the City of Joplin, Jasper County, 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 Parks and Stormwater Sales Tax fund.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2022-102

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 bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-500 – Approving the removal of the Sunday Sales Liquor License due to a change in the Missouri State Law

MEETING DATE
January 18, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-500 Ordinance

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

SUMMARY
This Council Bill removes the Sunday Sales Liquor License classification due to a change in Missouri State Law.

BACKGROUND
The Missouri Legislature eliminated the specific times for Sunday sales of alcohol and now Sunday is treated like all other days of the week. As a result, there is no longer a need for a special Sunday sales liquor license. The City Council recently amended Section 10-3 and repealed Section 10-4 of the Code of Ordinances to align with the new State law. Accordingly, this Council Bill removes the Sunday Sales Liquor classification, so that our fees are compliant with the State.

This change will be effective on April 1, 2022.

FUNDING SOURCE
This item is not applicable.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2022-500 ORDINANCE NO.

AN ORDINANCE repealing Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin and enacting in lieu thereof a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, of the Code of Ordinances of the City of Joplin to implement certain classification changes; and setting a date when this Ordinance shall become effective.

WHEREAS, a classification type is no longer required; and,

WHEREAS, the Council of the City of Joplin desires to be in compliance with Missouri State law.

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

Section 1. That Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses, be repealed and a new Section 30-121, License Classifications and Fees, of Article III, Licenses, Division 2, Schedule of Fees, of Chapter 30, Businesses of the Code of Ordinances of the City of Joplin be enacted in lieu thereof to read as follows:

"DIVISION 2. SCHEDULE OF FEES

Sec. 30-121. License classifications and fees.

Except as otherwise indicated in this article, the annual schedule of license fees and classification of occupations, trades, pursuits, businesses and vocations shall be as follows:

Abstracting Business …The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Accountant, Auditor, Bookkeeper ……The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Advertising Agencies or Services ……....100.00

Agent or Agency not enumerated ……100.00

Ambulance Services or Companies, ……175.00

Amusement Centers, Card Tables, Recreation

A) Bowling Alley, Per Alley……..15.00
B) Billiard or Pool Hall, Per Table ……15.00
C) Dancehall ……100.00
Per Month……..10.00

Per Day …….. 5.00
D) Miniature Golf ……100.00
E) Domino Parlor
Per Table …… …15.00
F) Shuffleboard or Card Table
Per Table …….15.00
G) Any Other Amusement Type Activity, Per Activity……15.00

Apartment Houses and Complexes……25.00
Plus each unit offered for rent……..2.00

Architects
1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Armored Car Services ……..……The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Artist, per year ……30.00

Auction House or Business …….The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Auctioneer ……150.00

Automobile Dealers-New and/or Used ..... The fee provided in section 30-92 (1), with a minimum license fee of $175.00 per year in any case.

Automobile Dealer Tags
A) First Tag …….10.00
B) Each Additional Tag ……5.00

Automobile Leasing or Renting…… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Automobile Parking Lots or Storage Garage …… The fee provided in section 30-92 (1).

Automobile Washing, Waxing or Polishing
Establishments, Power Washers …….. The fee provided in section 30-92 (1).

Banking, Trust, or Mortgage Company
Having Deposit Market Share inside Joplin of in (000's):
$0-$20,000…….. ……100.00
$20,001-$50,000……..200.00
$50,001-$100,000……300.00

$100,001-$200,000……..400.00
$200,001 and Up……..500.00

Barbers and Beauty Operators, without a place of business
Per year……10.00

Barbershops and Beauty Parlors
Per Chair or Per Operator ……5.00

Billboard Business, Outdoor Advertising Companies … The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Bondsmen, Bail
A) Professional Bondsmen ……....100.00
B) Agent/Employee……..50.00

Brokers and Brokerage Companies ……100.00

Business or Correspondence School, For Profit ….The fee provided in section 30-92 (1).

Carnivals, For Profit
A) Per Day ……250.00
B) Per Week ……..…1,000.00

Carnivals, Not for Profit (excluding school functions)
A) First Ten Days, Per Day ……10.00
B) Each Day After, Per Day ……..5.00
Carnivals, Inside Facility for more than 30 days….The fee provided in section 30-92(1).

Cash Register Agency ……. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Caterer (other than as part of a licensed restaurant)……50.00

Circus, For Profit
A) First Day ……..300.00
B) Each Day After, Per Day ……200.00

Circus, Not for Profit (excluding school functions)
A) First Ten Days, Per Day……10.00
B) Each Day After, Per Day ……5.00

Cleaners of Windows, Buildings, Carpet & Rugs,
Furniture & Similar Items ……..…… The fee provided in section 30-92 (1)

Coin Operated Devices
(1) Operator's License for any type Coin

Operated Machine, Amusement/Prophylactic Machine ……50.00
Operated Machine, Vending Machine ……...30.00
A) Amusement Machine, Each …… 10.00
B) Vending Machine, Each …… …2.00
C) Prophylactic Device Machine, Each ……..10.00

Cold Storage Warehouse & Locker Plants ……100.00

Collection Agency, Credit Bureau or Retail Credit Association ……100.00

Contractors
A) General Builders, Commercial ……500.00
B) General Builders, Residential ……...200.00
C) Subcontractor or Specialty (Including Demolition) ……150.00
D) Electrical
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00
E) Plumber
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00
F) Mechanical
(1) First Master ……150.00
(2) Renewal Master ……...100.00
(3) First Journeyman ……25.00
(4) Renewal Journeyman ……15.00
(5) Apprentice ……5.00

Dental Laboratories ……. The fee provided in section 30-92 (1)

Employment Agency ……...100.00

Engineer or Engineering Company
1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Florist, Greenhouse, Nurseries ……..…… The fee provided in section 30-92 (1)

Fortunetelling ……50.00

Garage Repair Shop ……. The fee provided in section 30-92 (1)

Health Permit
- Low Priority ……..…..120.00
- Medium Priority ……..240.00
- High Priority ……360.00
- Change of Ownership Inspection ……..42.00
- New Construction/Remodel Inspection ……...131.00
- Tattoo Parlor Plan Review-New Facilities ……85.00
- Swimming Pools, Public and Semi-Public, Seasonal ……..…131.00
  - Each Additional Seasonal Facility…….15.00
- Swimming Pools, Public and Semi-Public, Year-Round ……315.00
  - Each Additional Yearly Facility…….50.00

Hospital, Private ……500.00

Hotels and Motels
- A) First Room ……15.00
- B) Each Additional Room ……...1.00

House Mover …….50.00

Ice Cream Stand …….50.00

Ice Dealer
- A) First Delivery Vehicle ……..30.00
- B) Each Additional Vehicle ……..10.00

Insurance Adjusters & Claim Agents or Agencies ……175.00

Insurance Agent, Agency or Broker
Representing Fire, Casualty, Bonding, Plate Glass, Accident or Life Insurance Companies
- A) Not more than 1 Person ……...100.00
- B) For each additional Partner, Member of the Firm or Officer of the Company engaged in the Sales Part of the Business…….10.00

Internet Service Providers…….$2 per employee, with a minimum license fee of $30.00 per year in any case.

Investment Company ……100.00
- A) Plus, Each Salesman or Solicitor …….10.00

Junk, Scrap, Salvage Dealer …….. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Land Surveyor
1-25 Employees…….……125.00
26-100 Employees…….200.00
101-300 Employees…… ……..……300.00
301 and more Employees……...500.00

Laundry, Cleaning and Pressing …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Laundry, Self-Service ……..50.00

Lead-Litharge Smelting …….The fee provided in section 30-92 (1), with a minimum license fee of $1,200.00 per year in any case.

Liquor
A) Dealers at Retail in Intoxicating Liquor-
for consumption on premises where sold ……..450.00
B) Dealers at Retail in Intoxicating Liquor-
in original package ……200.00
C) Dealers at Retail in Intoxicating Liquor-
restaurant bars ……450.00
D) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for consumption on premises where sold ……...100.00
E) Dealers at Retail in Intoxicating Liquor-
not in excess of 5% alcohol by weight
for sale in original package ……100.00
F) Dealers at Retail in Nonintoxicating Beer (3.2%)
in original package ……..50.00
G) Dealers at Retail in Nonintoxicating Beer (3.2%)
for consumption on premises where sold ……75.00
H) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
all intoxicating liquor …….600.00
I) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
containing not in excess of 22% alcohol by weight ……..300.00
J) Dealers at Wholesale & Solicitation in Intoxicating Liquor-
containing not in excess of 5% alcohol by weight ……150.00
K) Dealers at Wholesale in Nonintoxicating Beer (3.2%) …….100.00
L) Wine, malt beverages, and distilled spirits tasting permit ……..25.00

Locksmith & Gunsmith …… The fee provided in section 30-92 (1)

Manufacturer ……..The fee provided in section 30-92 (1)

Masseurs, Physical Therapy, Weight Control,
Exercise or Health Studios or similar establishments ……..……..…100.00

Merchants, Wholesale & Retail ……..…….. The fee provided in section 30-92 (1)

Merchant, Temporary

Temporary Merchant means any person who sells or offers for sale merchandise or wares on a temporary basis and shall include special events, which constitutes less than on an annual basis.

A) Each Event …….5.00
B) Per Week ……..……10.00
C) Per Month …….20.00

Messenger Service …….100.00

Mobile Home Park

A) First Mobile Home Lot ……15.00
B) Each Additional Lot ……..2.00

Mortuary, Undertakers or Funeral Establishments …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Nurseries, Daycare, Preschools

A) First five children ……..10.00
B) Each Additional child ……..1.00

Nursing, Convalescent or Old-Age Homes ……30.00

Office Buildings

A) First Ten Rooms ……25.00
B) Each Additional Room ……1.00

Optical Goods, Manufacturing, Wholesale or Retail …….……. The fee provided in section 30-92 (1)

Parcel Delivery or Express Company

A) For 1 Vehicle ……..30.00
B) Each Additional Vehicle …….10.00

Pawnbroker, which shall include the buying and selling of gold, silver and jewelry …

The fee provided in section 30-92 (1), with a minimum license fee of $200.00 per year in any case.

Peddlers

A) Conducting Business on foot
    1. Per Special Event……5.00
    2. Per Week ……..…10.00
    3. Per Month ……..…20.00
    4. Per Year …….50.00

B) Using a wagon, automobile, cart or other vehicle or conveyance, which shall include concession trailers, per such vehicle
   1. Per Special Event……5.00
   2. Per Week ……..…10.00
   3. Per Month ……..…20.00
   4. Per Year …….50.00

Pest, Vermin Control …… The fee provided in section 30-92 (1)

Photographer …….50.00
A) Plus each agent or solicitor per day ……..5.00

Printing Establishment
Printing, typesetting or linotype, mimeographing, photostating, engraving, photocopying or lithographing services …… The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Private Investigators and Security Guards …….…….50.00

Processing Services
Those processing establishments or processing services not otherwise enumerated …… The fee provided in section 30-92 (1)

Promoters or Booking Agents or Agencies
Promoters of all types of entertainment where an admission is charged to the public for profit or the expectation of profit ……..50.00

Radio Stations ……..150.00

Railroads or Railways ……...500.00
This item shall apply to every person operating a railroad or railway company and transacting business within the city (but not including business done to or from points within the state and not including any business done for the government of the United States, its officers or agents), and every person operating a railroad or railway company operating its trains or keeping and maintaining its tracks across, upon or along any street, alley or other public place in the city, by means of any surface track, bridge, viaduct or tunnel, and every person operating a railroad or railway company occupying any portion of any street, alley or other public place of the city with its roadbed, tracks, ties, switches, bridges, viaducts, tunnels or other structures

Real Estate Agent, Agency or Broker …….……....100.00
A) Plus, for each salesman ……15.00

Rental Businesses ……..……. The fee provided in section 30-92 (1)

Repair Establishments ……. The fee provided in section 30-92 (1)

Restaurants, Café, Cafeteria's & Lunchrooms…The fee provided in section 30-92 (1), but in no case shall a restaurant license be more than $500 per year.

Sales/Service Agent or Agency
Receiving gross annual commissions, fees, charges or compensation of
A) $25,000 or less per year ……25.00
B) More than $25,000 and not more than $50,000, per year…….….35.00
C) More than $50,000 and not more than $100,000 per year ……50.00
D) More than $100,000 and not more than $250,000 per year ……100.00
E) More than $250,000 and not more than $500,000 per year …….250.00
F) More than $500,000, per year ……..400.00

Septic Tank Cleaning ……..75.00

Service Center (all other service businesses not enumerated)……..…..$2 per employee, a minimum license fee of $30.00 per year in any case.

Service Station, Filling Station, Gasoline Station … The fee provided in section 30-92 (1)

Short-Term Rental as defined in Section 29-A of the Zoning Code…..The fee provided in section 30-92 (1).

Shows, Transient
Tent shows, exhibits, exhibitions or other attractions held indoors or outdoors or in automotive or other conveyances, other than carnivals or circuses
A) First day ……..……10.00
B) Each additional day …….5.00

Sign Makers and Sign Painters ……75.00

Skating Rinks, Ice or Roller ……...150.00

Sound Recording and Reproduction Services ….. The fee provided in section 30-92 (1)

Stocks and Bonds, Sale or Purchase …….…….100.00

Stockyard ……500.00

Storage Houses and Warehouses ……. The fee provided in section 30-92 (1), with a minimum license fee of $100.00 per year in any case.

Street Stand, Temporary in nature, Special Events Only

A street stand is any place near to or adjoining any sidewalk, alley, or other public way, or any common area, whether such common area is enclosed or open, where articles are eaten or drunk or articles of ornament or necessity are sold, offered or exposed for sale, this item shall not apply for purposes of stands near to or adjoining any sidewalk, alley or other public way or any common area operating for the sale of fireworks.

A) Each Special Event ……5.00
B) Per Week ……10.00
C) Per Month ……...20.00
D) Per Year ……..50.00

Tailoring Business …… The fee provided in section 30-92 (1)

Tattoo Parlor's, per year ……125.00
A) Plus, per operator ……25.00

Taxicab Business
A) Base fee ……..50.00
B) Plus, each cab, per year ……..50.00

Taxicab Drivers
A) Original License ……5.00
B) Each renewal ……3.00

Taxidermists ……..30.00

Theaters and Moving Picture Houses

Those having a seating capacity of:

A) 500 or less ……100.00
B) 501 to 1,000 ……150.00
C) 1,001 to 1,500 ……..175.00
D) 1,501 to 2,000 ……..200.00
E) 2,001 or more ……...250.00

Towel Supply Company ……..50.00

Transfer & Moving Van Companies
A) First vehicle ……30.00
B) Each additional vehicle ……...10.00

Travel Agencies or Agents ……30.00

Tree Surgeons ……..150.00
Those persons engaged in the occupation of tree surgeons, tree trimming, tree and plant treating or spraying services

Truck Terminal or Truck Loading & Unloading Depot ……..150.00

Welding Company …….. The fee provided in section 30-92 (1).

No individual annual occupational license shall exceed $50,000."

Secs. 30-123--30-140. Reserved.

Section 2. That this ordinance shall become effective on April 1, 2022.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2022.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: United Plumbing, Inc. Address: 1825 N. Fremont Avenue SPRINGFIELD,MO 65803	
Attention: David Hertzberg, P.E., Director		Attention:	
Department: Public Works		Phone:	Fax:
Phone: 417.624.0820	Fax:	Private-Side I & I Reduction Program - Pilot Project	

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:

Private-Side I & I Reduction Program - Pilot Project

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 laws within the timeframe set forth by each respective Work Order. The contractor shall perform the various I/I removal techniques at the unit pricing for the work and material established within this contract until October 31, 2022, unless both parties mutually agree to renew the contract via change order.

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 maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

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

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

b. Commercial General Liability Insurance, including coverage for 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. 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 Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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, each bond shall be the amount of Twenty-Five Thousand ($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 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. All Requirements, Appendices and Exhibits contained within the Request for Qualification (RFQ) #001-2021
d. City of Joplin Standard Specifications (Latest Revised Edition, current at time of RFQ submittal)
e. Final Fee Schedule (Form 6 of the RFQ Submittal)
f. Statement of Qualifications from Forms 1-5 of the project RFQ Submission
g. Performance Bond
h. Payment and Material Bond
i. All instructions to respondent contained within the RFQ
k. Non-collusion Affidavit
l. 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 at the unit prices submitted on the Final Fee Schedule for the total amount equal to each respective work order issued by the Owner, 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: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, Public Works Director

RECOMMENDATION LETTER

Pilot Scale Private-Side I/I Reduction Program

Memo

To: Chris Parker – City of Joplin Public Works

From: Matthew Ridpath – Project Manager – TREKK Design Group, LLC

cc: Chris Erisman- AMA , Vernon Schrock – TREKK and John Briggs - AMA

Date: 11/22/2021

Re: Proposed Contractor Selection

The Pilot Scale Private-Side I/I Reduction Program Contractor Selection Committee (Committee) has thoroughly reviewed the proposal submitted for the City of Joplin, MO Pilot-Scale Private-Side I/I Reduction Program as outlined in the Plumbing Contractor Prequalification Request for Qualifications (RFQ) #001-2021. The pricing provided to the City of Joplin is consistent with the pricing established for the City of Springfield's Private Sewer Repair Program, with a slight increase in each unit price for mobilization expenses.

We would recommend the City enter into a contract with United Pluming for the purpose of facilitating the Private I/I remediation repairs for the Pilot Scale Private-Side I/I Reduction Program. TREKK has an 8-year working relationship with United Plumbing on both the City of Springfield's and the City of Aurora's Private I/I Programs. Please see attached the Fee Schedule that United Plumbing has agreed to for the repair costs for the programs.

Thank You,

Matthew Ridpath -TREKK

Chris Erisman - AMA

Vernon Schrock - TREKK

John Briggs - AMA

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2022-104 - Approval of Agreement with United Plumbing, Inc. for the Private Side I & I Reduction Pilot Project

MEETING DATE
February 7, 2022

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
CB 2022-104 Ordinance; Agreement; Recommendation Letter; Final Fee Schedule; Exhibit Maps

REVIEWED BY
Director of Public Works – David Hertzberg, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an agreement with United Plumbing, Inc. for remediation work as part of the Private Side I & I Reduction Pilot Project.

BACKGROUND
On May 20, 2019, Council authorized the City of Joplin to enter an Abatement Order on Consent (AOC) with the Missouri Department of Natural Resources (MDNR) regarding Sanitary Sewer Overflows (SSOs) and Wastewater Treatment Plant Bypasses. Appendix A of that agreement contained the City's 2026 Activities Plan of its System Renewal & Sanitary Sewer Overflow Prevention Program, which outlines the strategic approach to reducing inflow and infiltration (I&I) within any given sanitary sewer basin. The AOC contains specific 3-year milestone quantities of work to which the City is held accountable: lineal feet of cured-in-place or new PVC pipe; lineal feet of smoke testing of sewer mains; number of lateral connection repairs, lateral launches, and rehabbed manholes. The private side I&I reduction program is the primary mechanism for the City to meet its lateral launch goals.

On October 12, 2020, Council authorized a pilot project in two basins in which smoke testing and reconstruction of public sewer infrastructure had already been done (see the Exhibit Map for reference). City staff worked with its consultant team, comprised of Allgeier, Martin and Associates and TREKK Design Group (TREKK), to develop a strategic plan for implementing the pilot project that Council had authorized. Part of that plan was to acquire the services of a licensed plumber to perform I&I mitigation work on privately owned piping systems, whether located on private property or the sewer service laterals within public rights-of-way.

A Request for Proposal was mailed on October 8, 2021 to each of the more than 40 plumbers licensed with the City at that time. Only two interested plumbing companies attended the mandatory Prequalification Conference held on October 20th at which time the Private-Side I&I

reduction program was explained to those in attendance. Qualification Submittals from licensed plumbing contractors were submitted in sealed envelopes by 5:00 PM on October 27, 2021. Only one company, United Plumbing, Inc., out of Springfield responded. TREKK has worked with United Plumbing for many years as part of the City of Springfield's private-side I&I reduction program and recommends them for Joplin's pilot program. United Plumbing submitted its unit prices to perform various remediation repairs. The prices reflect industry standards for private-side I&I work; see the attached Final Fee Schedule for reference. These unit prices will be applied to I&I removal work within the basins identified for the pilot project. The estimated expenditures in each basin are depicted in the attached exhibit maps. All work under this contract will be funded by the City's Sanitary Sewer Fund No. 415-4542-540-8675, whose budget accommodates staff's anticipated expenditures of approximately $650,000 in FY2022.

FUNDING SOURCE

FY 2021-2022 budget of the Wastewater fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.

Final Fee Schedule

This Pilot Program Final Fee Schedule contains unit pricing for specific Inflow/Infiltration (I/I) removal techniques to be paid to pre-qualified Licensed Plumbing Contractors.

The following unit prices are considered to be all-inclusive for the typical I/I. All work shall be performed as described and defined in the Repair Specifications and Construction Details contained in Attachments 1 through 7 of the Request for Qualifications.

1. Unit Price for Defective Cleanout Repair (Attachment No. 1): $1100.00
2. Unit Price for Service Lateral Repair (Attachment No. 2):
    a. Isolated Five Linear Feet of Service Lateral Repair 0-5 feet in depth: $1270.00
    b. Isolated Five Linear Feet of Service Lateral Repair 5-10 feet in depth: $1390.00
    c. Additional Five Linear Feet of Continuous Service Lateral Repair: $500.00
3. Unit Price for Downspout Disconnection (Attachment No. 3): $750.00
4. Unit Price for Existing Sump Discharging to Sanitary Sewer (Attachment No. 4):
    a. Using existing sump basin: Unit Price $1680.00
    b. Using new sump basin: Unit Price $2640.00
5. Unit Price for Area Drain Disconnection (Patio or Basement Entry) (Attachment No. 5): $3980.00
6. Unit Price for Sump Pump Dispersion System (Attachment No. 6): $2550.00
7. Unit Price for Recorded Service Lateral CCTV Assessment: $290.00 CCTV with Cleaning: $450.00

The City will pay for any additional private I/I abatement work, including stormwater conveyance improvements, that is agreed upon by the City, property owner and plumbing contractor and documented in writing but not covered by any of the unit price items in the Final Fee Schedule above. Alternative remediation methods may be considered on a case by case basis. Any such additional private I/I abatement work must be agreed to in scope and total fee paid to plumbing contractor prior to work being performed.

COUNCIL BILL NO. 2022-104 ORDINANCE NO

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with United Plumbing, Inc., for the Private Side I & I Reduction Pilot Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and United Plumbing, Inc., for the Private Side I & I Reduction Pilot Project, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said 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 exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8675.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

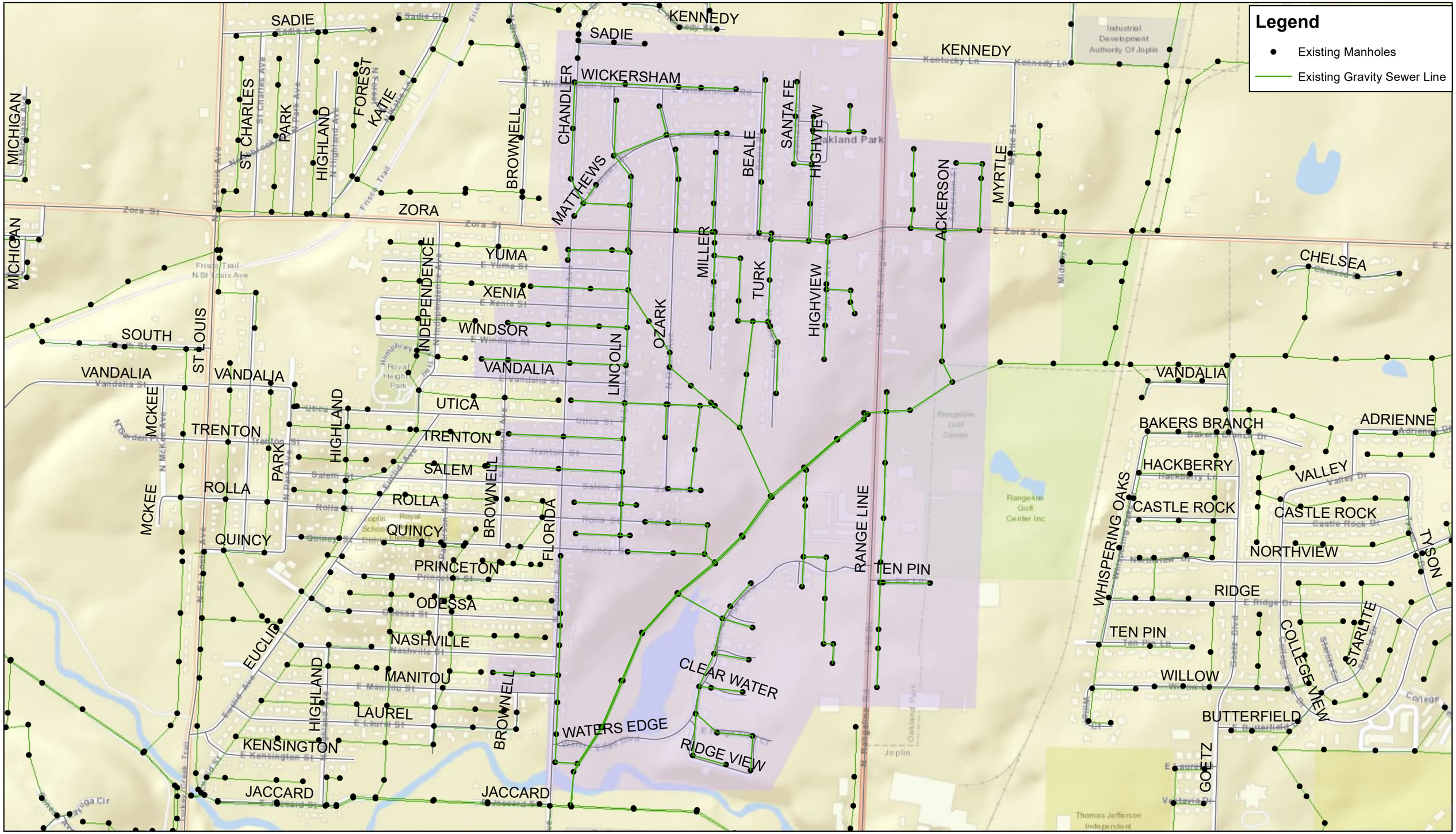
Peter C. Edwards, City Attorney

COUNCIL BILL 2022-104

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

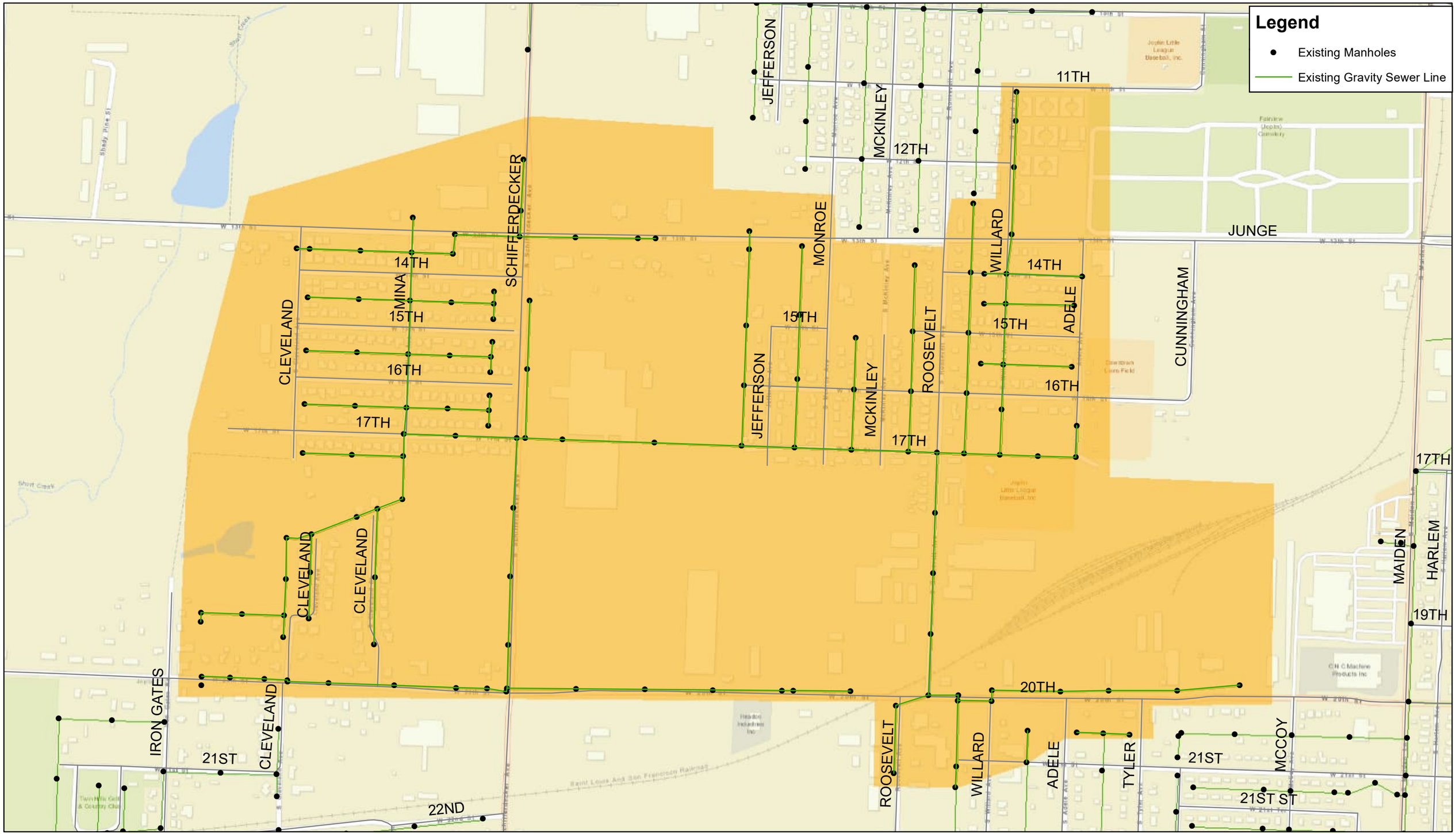
_____

Leslie Haase, Director of Finance



Approximate Number of Properties: 533
Projected Private Side Cost: $500,000

BAKERS BRANCH BASIN
Exhibit Map #2



Approximate Number of Properties: 140
Projected Private Side Cost: $150,000

CLEVELAND BASIN
Exhibit Map #1