JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, APRIL 7, 2025
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. Fair Housing Month Proclamation
   2. VFW Post 5293 Annual Awards Presentation
   3. Mike Seibert Proclamation
   4. Arbor Day Proclamation
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Kathy Martin Requested To Speak On Sustainable Housing
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2025-261
      AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District M-2 (Heavy Industrial)

property as described below and located at 601 S McKinley Ave, Joplin, Jasper County, Missouri. - Planning and Zoning Commission recommend approval.

Documents:

2025-261SUMMARY (1).PDF
261 REPORT.PDF
261 MINUTES.PDF
261 APP.PDF
261 MAP.PDF
CB2025-261.PDF

3. COUNCIL BILL NO. 2025-262
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-2 (Two-Family Residential) property as described below and located at 1517 W A St, Joplin, Jasper County, Missouri. - Planning and Zoning Commission recommend approval.

Documents:

2025-262SUMMARY.PDF
262 REPORT.PDF
262 MINUTES.PDF
262 APP.PDF
262 MAP.PDF
CB2025-262.PDF

4. COUNCIL BILL NO. 2025-266
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District MP (Manufactured Home Park & Small Format Home District) property as described below and generally known as approximately seven acres between E 12th St and E 14th St, East of Iowa Ave and West of the railroad track, Joplin, Jasper County, Missouri.- Planning and Zoning Commission recommend approval.

Documents:

2025-266SUMMARY.PDF
011-25REPORT.PDF
266 MINUTES.PDF
011-25 APP.PDF
011-25MAP.PDF
CB2025-266.PDF

5. COUNCIL BILL NO. 2025-265
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District MP (Manufactured Home Park &

Small Format Home District) property as described below and located at 1201 S Byers Ave, Joplin, Jasper County, Missouri.- Planning and Zoning Commission recommend approval.

Documents:

2025-265SUMMARY.PDF
265 REPORT.PDF
265 MINUTES.PDF
265 APP.PDF
265 MAP.PDF
CB2025-265.PDF

6. COUNCIL BILL NO. 2025-263
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) and include in District R-1 (Single-Family Residential) property as described below and located at 707 S Sergeant Ave, Joplin, Jasper County, Missouri.- Planning and Zoning Commission recommend approval.

Documents:

2025-263SUMMARY.PDF
263 REPORT.PDF
263 MINUTES.PDF
263 APP.PDF
263 MAP.PDF
CB2025-263.PDF

8. Consent Agenda

1. Minutes Of The March 17, 2025, City Council Meeting

Documents:

MARCH 17, 2025 MINUTES.PDF

2. COUNCIL BILL NO. 2025-001
AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article II – Park Rules and Regulations; specifically, Section 86-37. Camping.

Documents:

CB2025-001.PDF

3. COUNCIL BILL NO. 2025-002
AN ORDINANCE amending Chapter 82. Offenses and Miscellaneous Provisions, Section 82-50. Receiving Stolen Property.

Documents:

Documents:

CB2025-002.PDF

4. COUNCIL BILL NO. 2025-112
AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Three Hundred Sixty Thousand and 00/100 Dollars ($360,000.00) for the Turkey Creek WWTP Aeration Renovations and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-112.PDF

5. COUNCIL BILL NO. 2025-113
AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of One Hundred Ten Thousand and 00/100 Dollars ($110,000.00) for the Miscellaneous WWTP Improvements 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-113.PDF

6. COUNCIL BILL NO. 2025-450
AN ORDINANCE authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, providing generally for the utilization of Walmart and Walmart Neighborhood Market locations pharmacies as the City Health Department's pharmaceutical provider.

Documents:

CB2025-450.PDF

7. COUNCIL BILL NO. 2025-605
AN ORDINANCE approving a Purchase Order to be issued to Superion, LLC., to cover the annual support payment for the financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Council Bill 2024-514 on October 21, 2024; and establishing a date when it shall become effective.

Documents:

CB2025-605.PDF

9. Resolutions

1. RESOLUTION NO. 2025-004
A RESOLUTION amending the RULES AND REGULATIONS TO GOVERN THE TRANSACTIONS OF BUSINESS BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI by deleting Sections 2.39, 2.40, and 2.41 in their entirety and adopting new Sections 2.39, 2.40, and 2.41 in lieu thereof.

Documents:

RESOLUTION 2025-004-03272025090405.PDF
RESOLUTION 2025-004 COUNCIL-03272025090449.PDF

2. RESOLUTION NO. 2025-005
A Resolution demonstration the City of Joplin's commitment to public safety, including a commitment to reduce violent crime within its jurisdiction.

Documents:

SUMMARY ITEM 2025-005 BLUE SHIELD DESIGNATION RESOLUTION.PDF
A. RESOLUTION 2025-005 BLUE SHIELD DESIGNATION.PDF
B. MISSOURI GOVERNOR EXECUTIVE ORDER 25-03.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2025-350
AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 2722 E Rolla St. in the City of Joplin, Missouri, for Seven Thousand Nine Hundred Fifty dollars ($7,950.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY CB 2025-350.PDF
COUNCIL BILL 2025-350 PRESENTATION.PDF
2722 ROLLA ST.PDF
CB 2025-350.PDF

2. COUNCIL BILL NO. 2025-351
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 302 S Connor Ave. in the City of Joplin, Missouri, for Ten Thousand dollars ($10,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

SUMMARY 2025-351.PDF
PRESENTATION1 CB 2025-351.PDF
302 S CONNOR AVE.PDF
CB 2025-351.PDF

3. COUNCIL BILL NO. 2025-512
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024, to adjust appropriations and containing an emergency clause.

Documents:

CB 2025-512 SUMMARY BUDGET AMENDMENT.PDF
CB 2025-512 BUDGET AMENDMENT ORDINANCE .PDF
CB 2025-512 SCHEDULE A BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2025-114
AN ORDINANCE approving an agreement with Cedar Crest Investment, LLC, to provide sanitary sewer to property located at 4500 South Rangeline Road, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

Documents:

CB2025-114 OUT-OF-TOWN SEWER AGREEMENT - CEDAR CREST INVESTMENTS, LLC SUMMARY (1).PDF
CB2025-114 OUT-OF-TOWN SEWER AGREEMENT - CEDAR CREST INVESTMENTS, LLC ORDINANCE (1).PDF
CB2025-114 OUT-OF-TOWN AGREEMENT - CEDAR CREST INVESTMENTS, LLC- AGREEMENT.PDF
CB2025-114 OUT-OF=TOWN SEWER AGREEMENT - EXHIBIT MAP.PDF
CB2025-114 OUT-OF-TOWN SEWER AGREEMENT LEAWOOD 1993 WITH SIGNED ORDINANCE 93-126.PDF

2. COUNCIL BILL NO. 2025-115
AN ORDINANCE approving the City of Joplin to enter into an agreement with G&G Construction Co. Inc. in the amount of Two Million Nine Hundred Fifty Thousand Five Hundred and 00/100 Dollars ($2,950,500.00) for construction services on the Turkey Creek Wastewater Treatment Plant (WWTP) Trickling Filter Media Installation project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this ordinance shall become effective.

Documents:

CB2025-115 TCWWTP TRICKLING FILTER MEDIA INSTALL - GANDG SUMMARY (1).PDF

CB2025-115 TCWWTP TRICKLING FILTER MEDIA INSTALL - GANDG ORDINANCE.PDF
CB2025-115 TCWWTP TRICKLING FILTER MEDIA INSTALL - GANDG AGREEMENT.PDF
CB2025-115 TCWWTP TRICKLING FILTER MEDIA INSTALL - GANDG BID SUMMARY.PDF
CB2025-115 TCWWTP TRICKLING FILTER MEDIA INSTALL LOCATION MAP - GANDG.PDF

3. COUNCIL BILL NO. 2025-610
   AN ORDINANCE authorizing the City of Joplin to enter into a lease agreement with Roper KIA in the amount of Fourteen Thousand Nine Hundred Forty-Five Dollars and Thirty-Three Cents ($14,945.33) for the purpose of leasing three (3) vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

   Documents:

   SUMMARY ITEM 2025-610 VEHICLE LEASE AGREEMENT.PDF
   EXHIBIT A. KIA LEASE AGREEMENT REDACTED COPY-03272025161400.PDF
   EXHIBIT B RFP CB2025-610.PDF
   C. COUNCIL BILL 2025-610 VEHICLE LEASE AGREEMENT.PDF
   D. KIA BID PROPOSAL RESPONSE.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 Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, As Set Forth In Section 610.021 (1) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. 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 April 2025 (RSMo 610.020)

Notice posted at 12:00 PM on this 3rd day of April 2023 (RSMo 610.020)

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

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

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-261 – Rezoning

MEETING DATE:
April 7, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 007-25: 601 S McKinley Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) – American Ramp Company

BACKGROUND:

American Ramp Company is requesting to rezone part of their site that is legally non-conforming (manufacturing use in an R-1 District) to expand their building/site. Any changes are subject to the use standards for outdoor storage, which include screening storage areas from less intensive zoning districts and public spaces.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Hunter stated that the request to rezone was due to American Ramp Company needing to construct a warehouse after being in the same office for around 20 years and needing more space. Mr. Hunter explained that American Ramp Company owns the property to the north and plan to use that area to construct the warehouse, but the property was not zoned correctly for this.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-261
Planning & Zoning Commission recommends approving Case 007-25 (7 in Favor, 0 Opposed)

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

Z&P Meeting: March 10, 2025
City Council Meeting: April 7, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 007-25 A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial)

LOCATION 601 S McKinley Ave

APPLICANT American Ramp Company

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Manufacturing	Approximately 2 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	C-3	R-1
Land Use	Single-Family Home	Manufacturing	Commercial Retail	Single-Family Residential

FUTURE LAND USE

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

TRANSPORTATION

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

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. Development standards are triggered by the expansion of this site, which promote compatibility with conflicting uses through site design and use standards.

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

R-1 is not a suitable zoning district for the subject property. The existing use is legally non-conforming and is the highest and best use for the property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change of zoning will not be detrimental to nearby property. The existing use is heavy industrial and is not creating a nuisance to surrounding properties. Part of the American Ramp Company facility is zoned M-2 and permits the use by right. Changing the zoning district to match the use allows for the property owner to carry out future improvements to the property. This will in turn trigger non-conforming site conditions to meet current standards, further reducing any potential conflicts between this site, and the homes West of McKinley Ave.

DISCUSSION

American Ramp Company is requesting to rezone part of their site that is legally non-conforming (manufacturing use in an R-1 District) to expand their building/site. Any changes are subject to the use standards for outdoor storage, which include screening storage areas from less intensive zoning districts and public spaces.

City Staff recommends approval of Case 007-25.

ENCLOSURES

- Map of property
- Application

CASE 007-25: REZONING

A request to rezone from District R-1 (Single- Family Residential) to District M-2 (Heavy Industrial)- 601 S McKinley Ave- American Ramp Company

Mr. Kimble asked if the representative would step forward and state their name and address for the record.

John Hunter of 601 S McKinley, Joplin, Missouri represented the American Ramp Company.

Mr. Hunter stated that the request to rezone was due to American Ramp Company needing to construct a warehouse after being in the same office for around 20 years and needing more space. Mr. Hunter explained that American Ramp Company owns the property to the north and plan to use that area to construct the warehouse, but the property was not zoned correctly for this.

Mr. Kimble asked if there were any questions from the commission.

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

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

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 007-25. THIS MOTION WAS SECONDED BY MR. LANDIS. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

Rezoning Application

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

Office Use Only
Case No.: 007-25
Filing Fee: $600.00
Received: 1/8/25
Date Advertised:
Proj. No.: 25-012
Public Hearing Date: 3/10/25

Applicant: John Hunter Phone No.: 417-206-6816

Address: 601 S McKinley, Joplin, MO 64801 Email: john@americanrampcompany.com

Owner: American Ramp Company Phone No.: 417-206-6816

Address: 601 S McKinley, Joplin, MO 64801 Email: john@americanrampcompany.com

Location of Property: Approx 300' south of the SE corner of McKinley and w 4th Street

Present Use of Property: Manufacturing

Proposed Use of Property: Manufacturing / warehouse

Current Zoning: R1 Requested Zoning: M2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant Land, Residential	M2
South	Commercial	C3
East	S McKinley Avenue / Single Family	Public Right of Way / R1
West	S Oliver Avenue / Manufacturing	Public Right of Way / M2

Character of the Neighborhood: Industrial / Manufacturing area of West 7th Street, the property is currently being used for American Ramp Company operations and storage. A portion of the property is still Zoned R1 from the original Plat circa1960's

Relationship to Existing Zoning Pattern:

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

If yes, explain: A new warehouse is being proposed and will span into the R1 zoning We cannot permit M2 development in R1 zoning, and we cannot remove the entire facility that is currently grandfathered into the R1 area.

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☒	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: Existing access locations will be used at McKinnley Avenue and Oliver. Oliver Access is a gated access. Not a public entrance.

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 60'

Subdivision Platting:

Yes	No	
☐	☒	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

Unique Characteristic of Property and/or Additional Comment:

This facility has was built, from appearances, the 1960's and has been operated by ARC since around 2010. A portion of the property is still zoned R1 and is being cleaned up to match the rest of the property zoning.

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

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☐	☒	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 1-8-2025

Property Location: 601 South McKinley Ave – American Ramp Company

See attached legal descriptions.

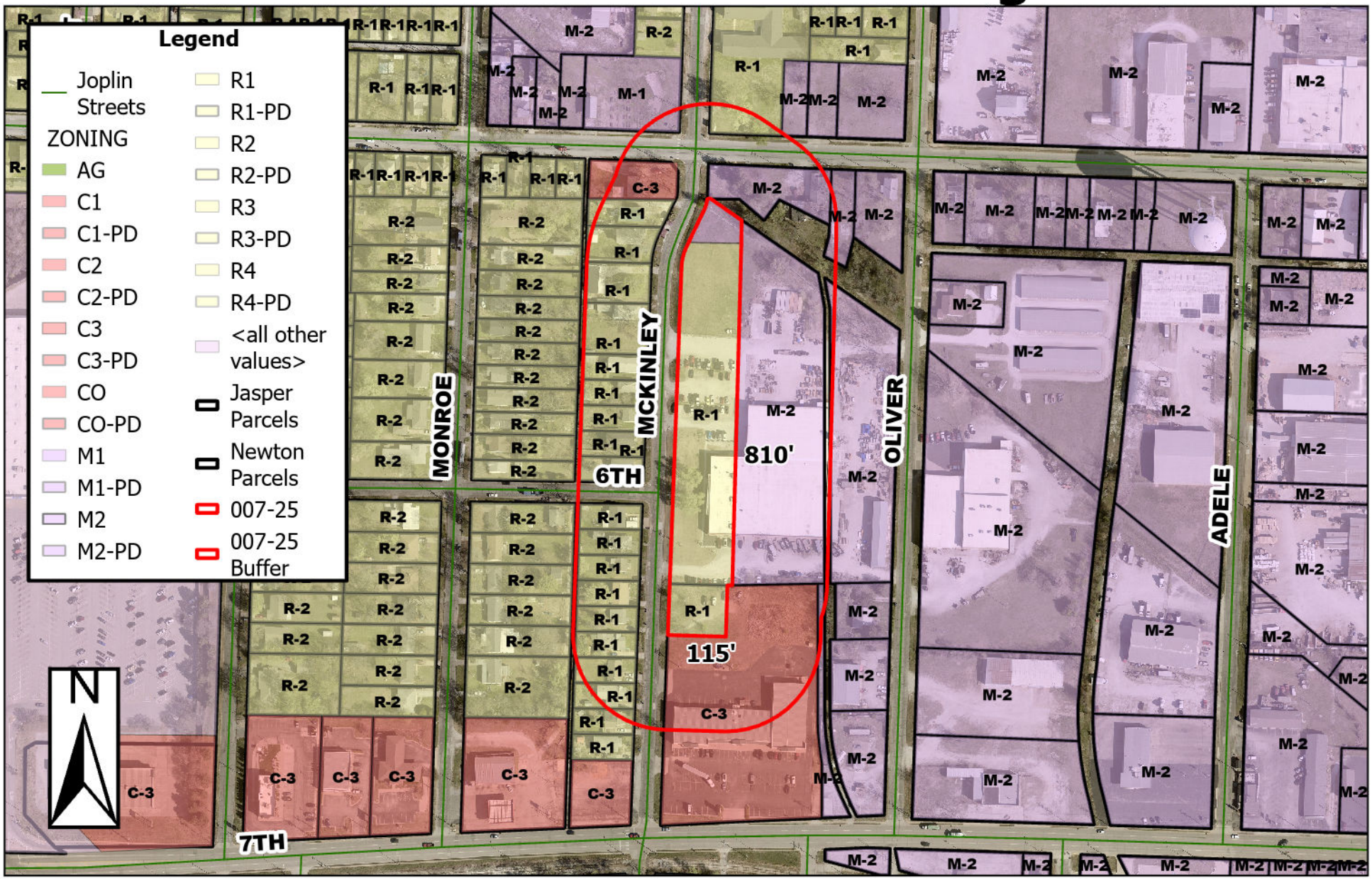
Reasoning Statement for Rezone:

The American Ramp Company is proposing to construct a new building within their current site located at 601 South McKinley Avenue. Due to the size, age, and location of the property; a portion of the existing site is still zoned R1 from original subdivision platting. The proposed project will span into the R1 zoning area, as well as M2, which is not legally allowed to be permitted.

We are requesting to rezone the entire property to M2, to match the existing M2 zoning of the site.

The existing traffic patterns will remain, with no adverse impacts to traffic or surrounding roadway network.

Case 007-25: Rezoning



601 S McKinley Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) – American Ramp Company

0 95 190 380 570 760
Feet

P & Z Case 007-25
American Ramp Company
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-261 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District M-2 (Heavy Industrial) property as described below and located at 601 S McKinley Ave, Joplin, Jasper County, Missouri.

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

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

All of Lots Numbered One (1), Two (2), Three (3), Four (4), Five (5), Six (6) Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14) and that part of Vacated 6th Street adjoining Lots Nine (9) and Ten (10) and all of the Vacated alley adjoining Lots One (1) thru (14) all in Wagon Factory Addition to the City of Joplin, Jasper County, Missouri, being subject to all easements, right-of-ways and reservations of record.

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_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-262 – Rezoning

MEETING DATE:
April 7, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 009-25: 1517 W A St – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) – Schuber Mitchell Homes

BACKGROUND:

Schuber Mitchell Homes owns the subject property and wishes to develop a single-family home. The property must be rezoned before they can proceed.

The subject property is too small for Heavy Industrial development. Furthermore, developing this property for a highly intensive use would conflict with the adjacent uses on the block. Everything across the alley from the subject property is zoned R-1, with single-family homes. The property directly north is zoned M-2 but contains a legally non-conforming residential home. The highest and best use for the subject property is R-2.

PLANNING & ZONING COMMISSION TESTIMONY:

Oscar Sarceno of 2340 S Range Line, Joplin, Missouri represented Schuber Mitchell Homes. Mr. Sarceno stated the request to rezone was due to Schuber Mitchell looking to build a single-family home on the property.

Dr. Rosenberg asked if they planned on only building one home on the lot. Mr. Sarceno responded that was correct.

Dr. Rosenberg asked why R-2 was the requested zoning. Mr. Bellairs responded that R-2 is compatible with the surrounding area, and that this neighborhood was platted as smaller lots. The R-2 zoning district allows single-family homes at a higher density.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-262
Planning & Zoning Commission recommends approving Case 009-25 (7 in Favor, 0 Opposed)

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

Z&P Meeting: March 10, 2025
City Council Meeting: April 7, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 009-25 A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential)

LOCATION 1517 W A St

APPLICANT Schuber Mitchell Homes

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approximately 0.15 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	R-2	M-2/R-2	R-2
Land Use	Single-Family Home	Single-Family Home	Public Works Center/Utility	Vacant

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W A St	Local	50′

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan.

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

The subject property is too small for Heavy Industrial development. Furthermore, developing this property for a highly intensive use would conflict with the adjacent uses on the block. Everything across the alley from the subject property is zoned R-1, with single-family homes. The property directly north is zoned M-2 but contains a legally non-conforming residential home. The highest and best use for the subject property is R-2.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in use is less intensive and is more compatible with the surrounding neighborhood. There would be no detrimental effect on the nearby property.

DISCUSSION

Schuber Mitchell Homes owns the subject property and wishes to develop a single-family home. The property must be rezoned before they can proceed.

City Staff recommends approval of Case 009-25.

ENCLOSURES

- Map of property
- Application

CASE 009-25: REZONING

A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential)- 1517 W A Street- Schuber Mitchell Homes

Mr. Kimble asked if the representative would step forward and state their name and address for the record.

Oscar Sarceno of 2340 S Range Line, Joplin, Missouri represented Schuber Mitchell Homes.
Mr. Sarceno stated the request to rezone was due to Schuber Mitchell looking to build a single-family home on the property.

Mr. Kimble asked if there were any questions from the commission.

Mr. Landis asked Mr. Sarceno what the size of the site would be once developed.
Mr. Sarceno stated that the site would be a single home.

Dr. Rosenberg asked Mr. Sarceno if only one home would be built on the site.
Mr. Sarceno stated that was correct.

Ms. Phillips asked Mr. Sarceno why he was requesting an R-2 zoning if there were plans to only build one home.
Mr. Sarceno stated that the request is due to the lot size only being 50 feet and oddly shaped.
Mr. Bellairs explained that the R-2 zoning is compatible with surrounding zoning due to the lot size only being 50 feet and older neighborhoods having smaller lot sizes, so they are upzoned to allow higher density residential.

Dr. Rosenberg asked Mr. Bellairs why the R-2 was still being requested if the lot was over 50 feet big.
Mr. Bellairs explained that this lot has been platted as 2 separate lots but will be used as a single lot to construct the home. Mr. Bellairs also explained that with the R-2 zoning it makes the lot compatible with other lots in the area.

Dr. Rosenberg asked Mr. Bellairs if the lot is zoned as R-2, could someone bring a case before the Board of Adjustments and ask for a variance to build two homes on the lot.

Mr. Bellairs stated that this could also be done with the R-1 zoning due to how the lots are platted but it is not practical due to the small size of the lots and part of the right-of-way railroad being acquired.

Mr. Kimble asked if there has been any environmental work done due to the lots proximity to Eagle Picher.
Mr. Sarceno stated that there is no lead present and it has been vacated since Shuber Mitchell obtained the property approximately two years prior.

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

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

MR. LANDIS MADE A MOTION TO APPROVE CASE 009-25. THIS MOTION WAS SECONDED BY MR. SPRUCE. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITON)

Rezoning Procedures

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

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

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

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

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

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

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

Rezoning Application

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

Office Use Only
Case No.: 009-25
Filing Fee: $600.00
Received: 1/28/25
Date Advertised: _____
Proj. No.: 25-014
Public Hearing Date: 3/10/25 (P+Z)

Applicant: Oscar Sarceno Phone No.: 417-388-4010

Address: 2340 S Rangeline Rd. Joplin, MO 64804 Email: osarceno@schubermitchell.com

Owner: Schuber Mitchell Homes Phone No.: _____

Address: 2340 S Rangeline Rd. Joplin, MO 64804 Email: osarceno@schubermitchell.com

Location of Property: 1517 W. A St. Joplin, MO 64804

Present Use of Property: Vacant lot

Proposed Use of Property: Single-Family Home

Current Zoning: M-2 Requested Zoning: R-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Single Family Home	M-2
South	Vacant	M-2
East	Single Family Home	R2
West	Vacant	R-2

Character of the Neighborhood: _____

Relationship to Existing Zoning Pattern:

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

If yes, explain: We are proposing to build a single-family home. To do so, zoning would have to switch to R2 zoning.

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☒	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: _____

_____

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
☐	☐	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

_____

_____

_____

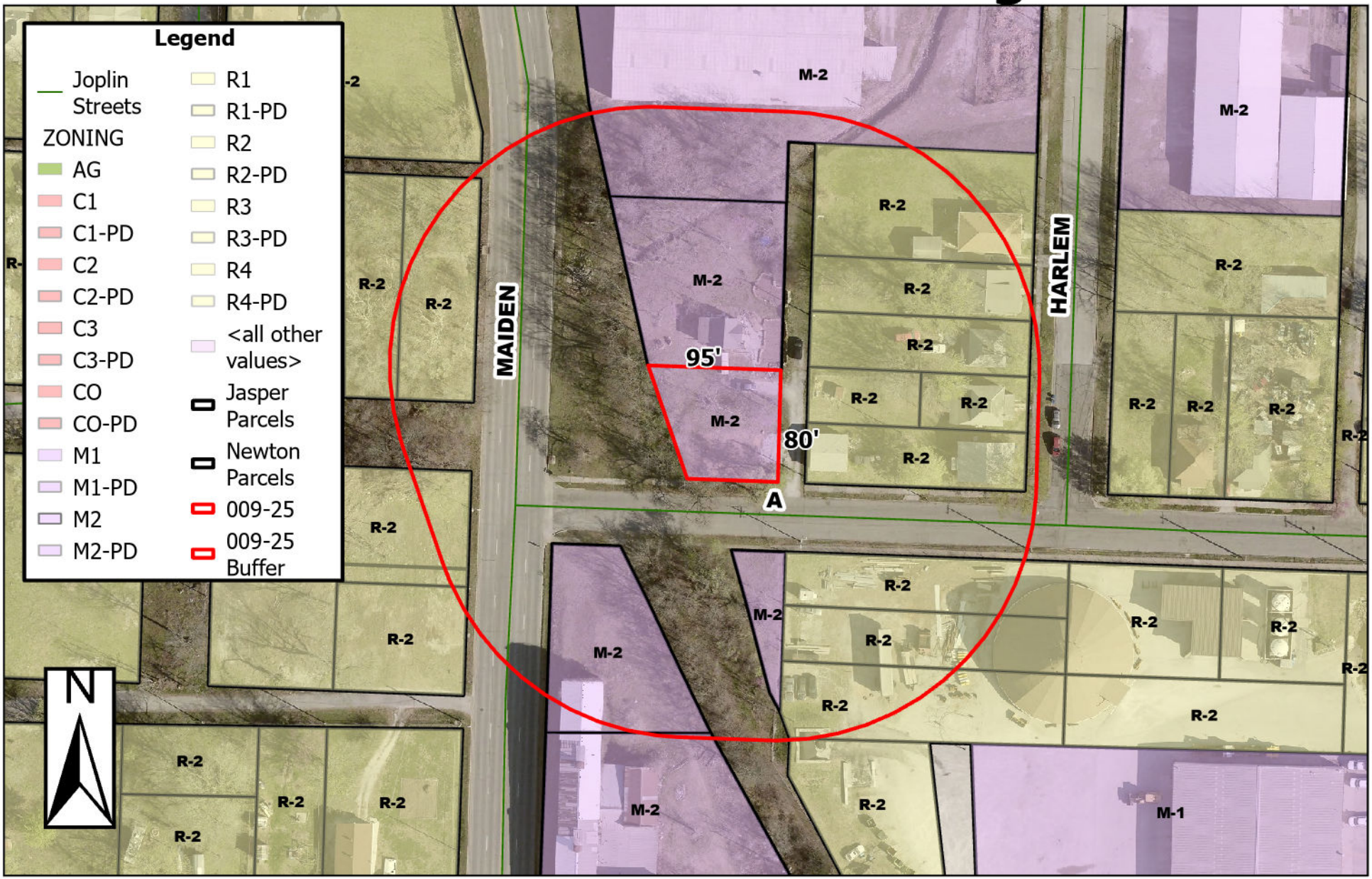
Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☒	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: OSCAR SARCENO **Date:** 1/24/25

Case 009-25: Rezoning



1517 W A St – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District R-2 (Two-Family Residential) – Schuber Mitchell Homes

0 35 70 140 210 280 Feet

P & Z Case 009-25
Schuber Mitchell Homes
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-262 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District R-2 (Two-Family Residential) property as described below and located at 1517 W A St, Joplin, Jasper County, Missouri.

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

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

ALL THAT PART OF LOTS NUMBERED TWO-HUNDRED AND TWENTY-SIX (226) AND TWO-HUNDRED AND TWENTY-SEVEN (227), LYING EAST OF RAILROAD RIGHT-OF-WAY IN WILSON AND HUTTON REALTY COMPANY'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD.

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_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-266 – Rezoning

MEETING DATE:
April 7, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 011-25: 7 Acres between 12th St and 14th St, East of Iowa and West of the railroad track – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District MP (Manufactured Home Park & Small Format Home District) – James Whitford

BACKGROUND:

Watered Gardens wishes to develop a supportive housing community to assist those who are disabled and/or homeless. This request is consistent with the Comprehensive Plan, which encourages the integration of compatible land uses, including mixed uses. Small format housing developments place an emphasis on a communal style of development, including public spaces and walkability. The small format home use is less intensive than Heavy Industrial, while still more intensive than a single-family neighborhood. This walkable/communal style of development is the optimal way to create a nice transition to integrate mixed uses.

PLANNING & ZONING COMMISSION TESTIMONY:

Daid Glen presented the case. Commission asked about ADA accessibility, and environmental regulations. Mr. Bellairs explained that all development regulations regarding building codes, accessibility, and lead and environmental impacts would be part of the plan review for construction.

Mr. Bellairs explained that development regulations for the MP district would not allow for trailer parks that look like what is currently in the City. There are specific design requirements that any

new MP development would need to meet.

PUBLIC COMMENT;

Jason Latleen spoke in opposition to the case. Mr. Latleen was actually in attendance to speak on the MP rezoning request located at 1201 S Byers.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-266
Planning & Zoning Commission recommends approving Case 011-25 (7 in Favor, 0 Opposed)

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

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 011-25 A request to rezone from District M-2 (Heavy Industrial) to District MP (Manufactured Home Park & Small Format Home District) – James Whitford

LOCATION 7 Acres between 12th St and 14th St, East of Iowa and West of the railroad track

APPLICANT James Whitford/Watered Gardens

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approximately 7 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	R-3/C-1	R-3
Land Use	Vacant	Storage/Warehousing	Single-Family/Retail	Single-Family Homes

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 12th St	Local	50′
E 14th St	Local	50′
S Iowa Ave	Local	50′
S Minnesota Ave	Local	50′
S Ohio Ave	Local	50′

UTILITIES

Utilities in place.

FLOOD PLAIN

The property is within the flood plain. The owner is aware they will have to work with Public Works and the developer's engineers in order to safely build in this area and not displace floodwater.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan, which encourages the integration of compatible land uses, including mixed uses. Small format housing developments place an emphasis on a communal style of development, including public spaces and walkability. The small format home use is less intensive than Heavy Industrial, while still more intensive than a single-family neighborhood. This walkable/communal style of development is the optimal way to create a nice transition to integrate mixed uses.

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

The property is located within the flood zone, which makes it difficult to develop this site. The added costs associated with this make it unsuitable for a new Industrial development. A Small Format Home District is less intensive than Industrial uses and will better integrate with the surrounding Residential and Neighborhood Commercial uses.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in use is less intensive. The proposed use will require the utilization of strategies that the Comprehensive Plan identifies as a means to integrating Mixed-Use areas.

DISCUSSION

Watered Gardens wishes to develop a supportive housing community to assist those who are disabled and/or homeless.

City Staff recommends approval of Case 011-25.

ENCLOSURES

- Map of property
- Application

CASE 011-25: REZONING
A request to rezone from District M-2 (Heavy Industrial) to District MP (Manufactured Home Park and Small Format Home District)- 7 Acres between 12th and 14th Street, East of Iowa and West of the railroad track- James Whitford

Mr. Kimble asked if the representative would step forward and state their name and address for the record.

David Glen of 531 Kentucky Ave, Joplin, Missouri represented Watered Gardens.

Mr. Glen stated the request to rezone is due to Watered Gardens hoping to construct a 3-phase tiny home village for the local disabled and homeless community.

Mr. Kimble asked if there were any questions from the commission.

Mr. Landis asked if the homes would remain the property of Water Gardens or if they would be sold to individuals.
Mr. Glen stated that the homes would stay as property of Water Gardens.

Ms. Phillips asked if there had been a plan to change the flow of the flood plain.
Mr. Glen stated that they are working to remove the property from the flood plain.

Mr. Kimble asked if there was any environmental work done on the property.
Mr. Bellairs stated that environmental tests are triggered if the property is in a smelter area and the owner would be required to test for lead if it is in a smelter area. Mr. Bellaris also stated that depending on the results remediation would also be required.
Mr. Glen stated that for the intended use of the property if there was lead to be found, there are no children that will be living in the area, and they would encapsulate the lead.
Mr. Bellairs reiterated that all environmental checks would be required to be performed as part of the building permit process as well as any remediation.

Mrs. Klue-Michael asked Mr. Glen if the tiny homes would be ADA accessible with at least a 7-foot bathroom.

Mr. Glen stated that the tiny homes would be constructed to current ADA standards.

Ms. Phillips asked if a person using a wheelchair would be able to navigate around the tiny home.
Mr. Glen stated that the final design of the homes has not been decided.

James Whitford of 215 Estate Street, Galena, Missouri stated that there will be a few of the homes that would be wheelchair accessible for those individuals in wheelchairs.

Mrs. Klue-Michael asked Mr. Whitford if he had an estimate on the number of wheelchair accessible homes there would be available.
Mr. Whitford stated that there is not an estimate at the moment.

Mrs. Klue-Michael asked Mr. Whitford if the entry to the homes would require an individual to use steps.
Mr. Whitford stated that it would depend on whether the area was required to be brought out of a flood plain.
Mr. Bellairs stated that the plans are in a preliminary stage and the applicants are securing zoning so they can continue plans.

Mr. Klue-Michael asked Mr. Bellairs if she approved the request for zoning today, could the applicants decide not to construct any ADA accessible housing.
Mr. Bellairs stated that this was not accurate, and the applicant would be required to meet ADA requirements, Building Codes, and Planning Codes. Mr. Bellairs also stated that depending on construction type, the applicant may be required to have a Planned and Development review and the request this evening was only for the zoning.

Ms. Phillips asked Mr. Whitford how the phasing for the construction of the homes would work.
Mr. Whitford explained that there would be three phases of homes built due to the size of the property and the first phase would consist of 26 tiny homes being constructed.

Ms. Warren asked Mr. Whitford how many acres the property was in total.
Mr. Whitford explained that the total property is seven acres.

Mr. Kimble asked Mr. Whitford if they had received any feedback from the surrounding property owners.
Mr. Whitford stated that he was not present, but one of his team members did speak to the surrounding property owners and there was no adverse response. Mr. Whitford also stated that their long-term recovery residential facility is located right next to this property and there have been no complaints from surrounding property owners.

Dr. Rosenberg asked Mr. Bellairs what would happen if the project fell through after the city had rezoned the property to District MP (Manufactured Home Park and Small Format Home District).
Mr. Bellairs stated there are building codes that restrict how a manufactured home park is constructed along with specific design requirements such as having a secure foundation and have a patio to create a courtyard pattern. Mr. Bellairs also stated that there must be communal improvements such as internal streets and community areas.

Dr. Rosenberg asked Mr. Bellairs if there were any opportunities for an individual to construct a manufactured home park if this project fell through.
Mr. Bellairs stated that if the project fell through and an applicant wished to construct a manufactured home park, they would be required to come before the Planning and Zoning Commission and complete a site plan review.

Mr. Kimble asked Mr. Bellairs if there was still a possibility that a manufactured home park could be constructed on the property if they followed the strict guidelines that are in place.
Mr. Bellairs stated that this was correct.

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

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

Jason Latleen of 1122 S Moffet asked to speak in opposition to this case.
Mr. Latleen stated he has lived at that address for thirteen years. Mr. Latleen

also stated concerns over the damage that he has incurred and concern about future damage. Mr. Latleen stated concerns over the decline in home values. Mr. Latleen explained he is against the construction of the tiny home village.

Ms. Phillips stated that she believes Mr. Latleen had meant to speak in opposition to the next case due to his address.

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

MR. SPRUCE MADE A MOTION TO APPROVE CASE 011-25. THIS MOTION WAS SECONDED BY DR. ROSENBERG. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

Rezoning Application

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

Office Use Only
Case No.: 011-25
Filing Fee: $600.00
Received: 2/3/25
Date Advertised:
Proj. No.: 25-016
Public Hearing Date: 3/10/25

Applicant: JAMES WHITFORD / DAVID GLENN Phone No.: (417) 623-6030
TheGlenngroup@yahoo.com D.GLENN (417) 434-4845
Address: 531 KENTUCKY AVE Email: james@wateredgardens.org

Owner: WATERED GARDENS Phone No.: (417) 623-6030

Address: 531 KENTUCKY AVE Email: james@wateredgardens.org

Location of Property: SEE ATTACHED (7 ACRES BETWEEN 12th & 14th / IOWA & OHIO

Present Use of Property: VACANT LAND

Proposed Use of Property: TINY HOME DEVELOPMENT

Current Zoning: M-2 Requested Zoning: MP

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Office	M-2
South	Single-family/retail	R-3/C-1
East	Storage/Warehousing	M-2
West	Single-Family	R-3

Character of the Neighborhood: Commercial/Industrial/Residential (Mixed)

Relationship to Existing Zoning Pattern:

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

If yes, explain: _____

_____

_____

Conformance with Comprehensive Plan:

Yes	No	
■	☐	Consistent with Development Policies?
■	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	■	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: MINNESOTA, OHIO, 12th & 14th

_____

Classification of Street(s):

Arterial ☐ Collector ☐ Local ■

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
☐	■	Is platting required?
☐	☐	Are lots appropriately sized? NA
☐	☐	Is street right-of-way appropriately sized? NA

☐ ■ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: TBD

Unique Characteristic of Property and/or Additional Comment:

PROPOSED "TINY HOME" DEVELOPMENT

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

Yes	No	
■	☐	Completed and signed application.
■	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
■	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☐	■	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 2/3/25

Statement on rezoning

From: James Whitford (james@wateredgardens.org)

To: theglenngroup@yahoo.com

Cc: travis@wateredgardens.org

Date: Sunday, February 2, 2025 at 06:32 PM CST

David,
Here's the statement you requested. Take a look and if you or Travis have any edits, go for it. Let me know if you need anything else.

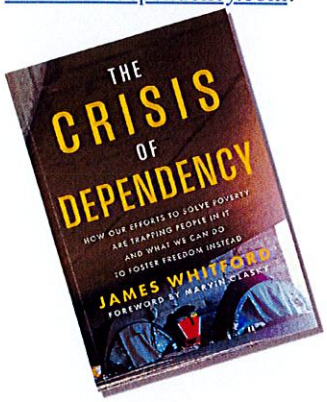
The request for rezoning is based on the need for a housing solution that will address a particular segment of our community who are disabled and chronically homeless. We expect no significant changes in traffic since most of the future residents do not drive and the site does not border a main thoroughfare. Currently, the site is wooded and has been a frequent place the homeless encamp. Once developed and in use, there will be less risk of fire, theft, and drug use. Across the U.S., Joplin included, a sharp rise has been noted in unsheltered homelessness over the last 10 years. Lack of affordable housing supply has been a significant part of that problem and, in part, the future development of a permanent supportive housing tiny home community answers it.

For Charity and Liberty,

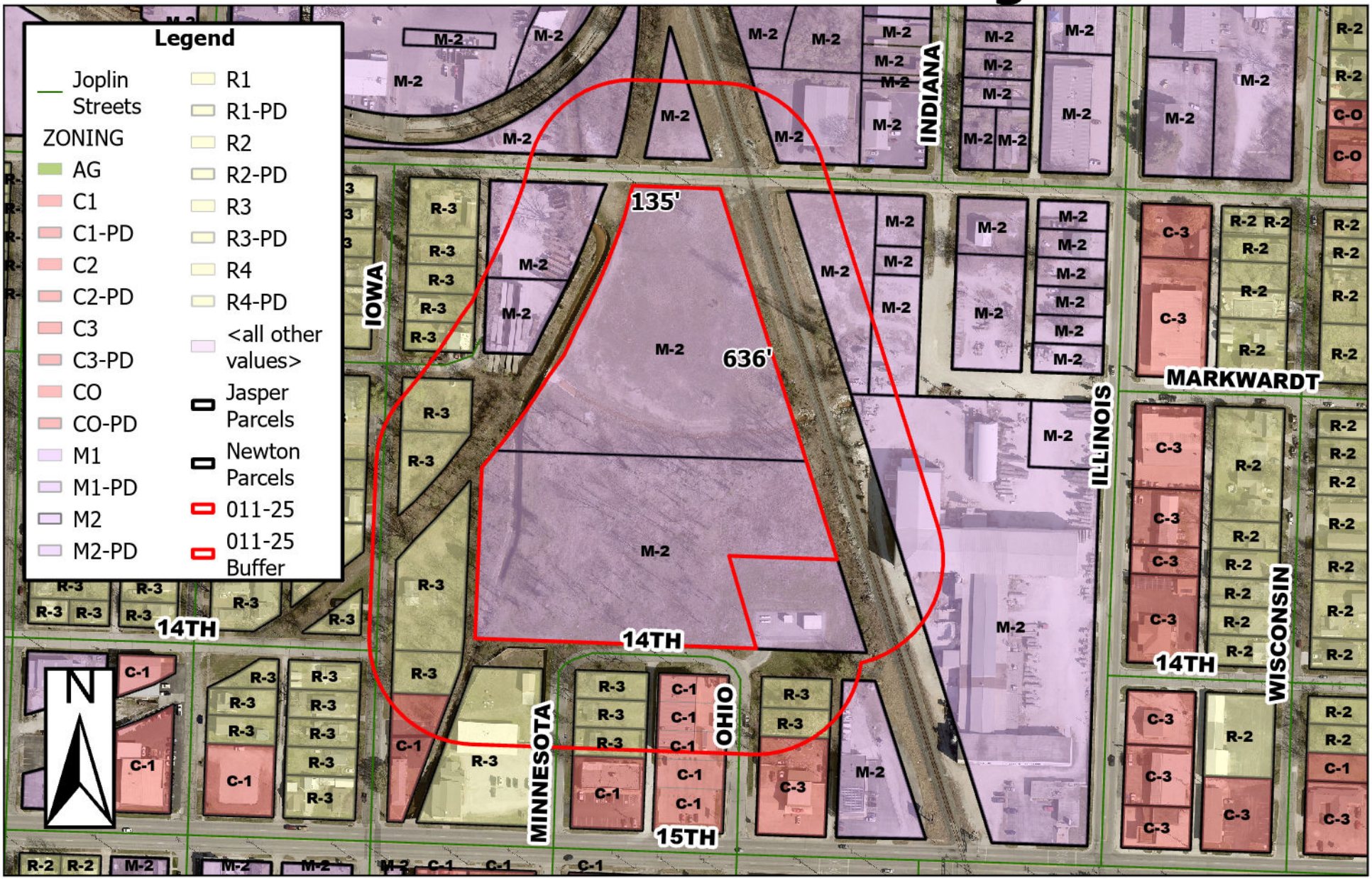
James C. Whitford
Co-founder, Executive Director

TRUE CHARITY®
Real compassion. Real results.

Learn more about my new book at
thecrisisofdependency.com!



Case 011-25: Rezoning



7 Acres between 12th St and 14th St, East of Iowa and West of the railroad track – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District MP (Manufactured Home Park & Small Format Home District) – James Whitford

0 85 170 340 510 680 Feet

P & Z Case 011-25
Watered Gardens – James Whitford
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-266 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District MP (Manufactured Home Park & Small Format Home District) property as described below and generally known as approximately seven acres between E 12th St and E 14th St, East of Iowa Ave and West of the railroad track, Joplin, Jasper County, Missouri.

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

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

PART OF A TRACT DESCRIBED IN BOOK 2664, PAGE 114 IN THE RECORDER OF DEEDS OFFICE IN JASPER COUNTY, MISSOURI, BEING ALL OF PARCELS 415 AND 418 AND PART OF PARCEL 426 IN MISCELLANEOUS TRACT NUMBERED 46 BEING A PART OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID MISCELLANEOUS LOT 46, SAID POINT BEING ON THE WEST RIGHT OF WAY OF KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 17°24'38" WEST, 210.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 17°24'38" WEST, 636.94 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 12TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°08'39" WEST, 135.82 FEET TO A POINT ON THE EAST RIGHT OF WAY OF A RAILROAD SPUR; THENCE 525.29 FEET ALONG SAID EAST RIGHT OF WAY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1433.00 FEET, A CHORD DIRECTION OF SOUTH 28°33'00" WEST, A CHORD LENGTH OF 522.35 FEET TO A POINT ON THE EAST RIGHT OF WAY OF AN ALLEY; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 02°08'48" WEST, 330.61 FEET TO A POINT ON THE AFORESAID NORTH RIGHT OF WAY OF 14TH STREET; THENCE ALONG SAID NORTH RIGHT OF WAY SOUTH 87°56'55" EAST, 442.12 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY NORTH 17°33'28" WEST, 210.00 FEET; THENCE SOUTH 87°59'52" EAST, 210.00 FEET TO THE POINT OF BEGINNING. CONTAINING 6.95 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD. BEARINGS BASED ON GRID NORTH OF THE

MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, WEST ZONE.

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_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-265 – Rezoning

MEETING DATE:
April 7, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 012-25: 1201 S Byers – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District MP (Manufactured Home Park & Small Format Home District) – Vita Nova Village

BACKGROUND:

Vita Nova Village is seeking to develop a small home community to assist the homeless. This request is consistent with the Comprehensive Plan, which encourages the integration of compatible land uses, including mixed uses. Small format housing developments place an emphasis on a communal style of development, including public spaces and walkability. The small format home use is less intensive than Heavy Industrial, while still more intensive than a single-family neighborhood. This walkable/communal style of development is the optimal way to create a nice transition to integrate mixed uses.

PLANNING & ZONING COMMISSION TESTIMONY:

Troy Dunlap and Rhonda Thompson presented the case. Commission asked about ADA accessibility, security, the vetting process for tenants, and the amount of rent the tenants would be required to pay.

Mr. Bellairs explained that development regulations for the MP district would not allow for trailer parks that look like what is currently in the City. There are specific design requirements that any new MP development would need to meet.

PUBLIC COMMENT;

Jason Latleen and Robert Counts spoke in opposition to the case. They stated that they did not receive notice of the rezoning and were worried about vandals. Ms. Phillips explained that they were not within the protest area to receive letters. Mr. Bellairs added that the notice was posted in the Joplin Globe.

Mr. Nangle spoke on this case. He was concerned about the railroad and school located nearby but was not necessarily for or against the case.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-265
Planning & Zoning Commission recommends approving Case 012-25 (7 in Favor, 0 Opposed)

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

Z&P Meeting: March 10, 2025
City Council Meeting: April 7, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 012-25 A request to rezone from District M-2 (Heavy Industrial) to District MP (Manufactured Home Park & Small Format Home District)

LOCATION 1201 S Byers Ave

APPLICANT Vita Nova Village

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant	Approximately 1.7 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Warehouse/Manufacturing	Warehouse	Building Supply Store/Warehousing	Vacant

FUTURE LAND USE

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

TRANSPORTATION

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

UTILITIES

Utilities in place.

FLOOD PLAIN

The property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan, which encourages the integration of compatible land uses, including mixed uses. Small format housing developments place an emphasis on a communal style of development, including public spaces and walkability. The small format home use is less intensive than Heavy Industrial, while still more intensive than a single-family neighborhood. This walkable/communal style of development is the optimal way to create a nice transition to integrate mixed uses.

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

Much of the Industrial zoning in this neighborhood is left over from before the City possessed industrial parks. Heavy Industrial does not integrate well with Moderate-Density Residential. The pattern of development becomes Moderate-Density Residential, South of Junge and West of Byers.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in use is less intensive. The proposed use will require the utilization of strategies that the Comprehensive Plan identifies as a means to integrating Mixed-Use areas.

DISCUSSION

Vita Nova Village is seeking to develop a small home community to assist the homeless.

City Staff recommends approval of Case 012-25.

ENCLOSURES

- Map of property
- Application

CASE 012-25: REZONING
A request to rezone from District M-2 (Heavy Industrial) to District MP (Manufactured Home Park and Small Format Home District)- 1201 S Byers- Vita Nova Village

Mr. Kimble asked if the representative would step forward and state their name and address for the record.

Troy Dunlap of 1302 S Main Street, Joplin, Missouri represented Vita Nova Village.

Mr. Dunlap stated the request to rezone is due to wanting to construct a tiny home village for the homeless community in the area. Mr. Dunlap stated that the homes would work as transitional housing, not permanent housing with a strict set of rules for the participants to follow. Mr. Dunlap also explained that the tiny home village would be gated.

Mr. Kimble asked if there were any questions from the commission.

Mrs. Klue- Michael asked Mr. Dunlap if any of the tiny homes constructed would be ADA accessible.
Mr. Dunlap stated all homes would be constructed ADA ready so with minor adjustments the home would be handicapped accessible.

Ms. Phillips asked Mr. Dunlap about the safety of water in the area and if the land was donated.
Mr. Dunlap stated that the property was bought from the City surplus auction last year.

Mr. Kimble asked if the occupants would be renting the tiny homes from Vita Nova Village and what the average amount of time an occupant would be allowed to stay in the tiny home.
Mr. Dunlap stated that they expect the occupant to occupy the tiny home for six months to two years, but there was no hard rule regarding this.

Mrs. Klue-Michael asked Mr. Dunlap how it will be determined for the amount of rent the occupant with be required to pay.

Mr. Dunlap stated that there has not been a set of hard numbers yet but hopes to be in the range of four to five hundred dollars.

Mr. Kimble asked Mr. Dunlap if they had received any feedback from adjacent property owners.

Rhonda Thompson of 407 Islington Place, Joplin, Missouri stated that she and a group of volunteers with Vita Nova Village around four to five months ago, obtained a list of property owners in the recommended area, and went to speak with them. Ms. Thompson stated the list contained few residential addresses and was mainly business. Ms. Thompson stated they also mailed letters with their contact information, due to not being able to talk to several property owners. Ms. Thompson stated the property owners they did speak with seemed concerned at first, but after explaining the project they were more open to the project due to the condition of the area.

Mr. Kimble asked about the use of security cameras for the project area.
Mr. Dunlap stated that the intent use of the security cameras would be to monitor the coming and going of occupants. Mr. Dunlap also stated that with the community being gated, they plan to have cameras along the fence also.

Mr. Bellairs stated for the record that there are building codes that restrict how a manufactured home park is constructed along with specific design requirements such as having a secure foundation and having a patio to create a courtyard pattern. Mr. Bellairs also stated that there must be communal improvements such as internal streets and community areas.

Mr. Landis asked Mr. Dunlap what the process for vetting of occupants is.
Mr. Dunlap explained that there is not a written process yet, but they require the applicant's history, who they are, where they have been, what their goals are, and it must be compatible with the village's vision. Mr. Dunlap stated that drug use will not be allowed, and occupants would be required to be sober to stay in the community. Mr. Dunlap also stated that if an occupant is found to be under the influence of drugs, they would be required to complete a treatment plan or they would be evicted from the village.

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

Dr. Rosenberg asked to make a statement. Dr. Rosenberg stated "Tyler has already explained to us, that there can't be mobile homes put on this property, or I will personally hang him, if I live long enough. Our job is not to decide how fancy a project is going to be, but whether this is an appropriate use for the piece of property. Not to say they can't change their minds and do what they want with the City Council's permission. Personally, after I've gone by this property several times, I don't think you could hurt it. And I admire and hope they can fulfill their goals and have a viable project like they've shown us on the plans. So, I'm happy."

Mr. Bellairs explained that the term mobile home is an outdated term, and HUD classifies them as manufactured homes. Any manufactured or modular homes would have to meet the development regulations of the district, and it would not look anything like the existing mobile home parks in Joplin when finished.

Mr. Kimble asked Mr. Dunlap if there would be street parking or if more parking spaces are planned to be installed.
Mr. Dunlap explained that there will be a few handicap accessible and regular parking spaces, but they plan for the majority of their occupants to not have a vehicle. Mr. Dunlap also explained that for events or meetings held, there will be off-street parking available.

Mr. Kimble asked Mr. Dunlap if the majority of occupants do not have vehicles, what modes of transportation are being recommended for the village.
Mr. Dunlap stated that occupants will be encouraged to walk, bike, use ride shares and would like to speak to the city about adding a bus stop.

Ms. Phillips asked about the parking standards for the village.
Mr. Bellairs stated the intent for this project is intended to cater to a certain demographic of the community, and certain developments may have certain needs that the commission and council may deviate from the code if it meets the intent and the code, through a planned development.

Mr. Landis stated that the homes are smaller than a standard manufactured home and are constructed completely differently.

Mr. Dunlap stated that this is correct, and the homes would not be the same large size as a manufactured home. Mr. Dunlap also explained that they are looking to have the tiny homes built on a foundation and a regular stick frame. Mr. Dunlap explained the homes would be around four hundred square feet.

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

Kyle Denham of 111 W 3rd Street, Joplin, Missouri asked to speak in favor of this case.
Mr. Denham stated that he is a member of the Board of Appeals and the properties they most often look at are homes that have been subject to fires, where the homes were vacant and broken into and someone was trying to keep warm. Mr. Denham stated that he believes this project will help with the homeless community in the area.

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

Robert Counts of 1124 S Moffet, Joplin, Missouri asked to speak in opposition to this case.
Mr. Counts stated he is in opposition to this case due to his shed being burnt down and his property being stolen.

Ms. Phillips asked Mr. Bellairs if he had received any Petitions of Protest regarding this case.
Mr. Bellairs stated that he had not received any Protest Petitions, but he believed that Mr. Counts would like to fill one out after the meeting. Mr. Bellairs explained that he doesn't believe Mr. Counts lives within the radius for the petition to count towards the percentage in this case. Mr. Bellairs stated there are no protest percentages within the one hundred- and eighty-five-foot radius.

Jason Latleen of 1122 S Moffet asked to speak in opposition to this case.

Mr. Kimble stated that since Mr. Latleen testified on the previous case, he only shares new information with the commission.

Mr. Latleen stated that he did not receive notice of this project or commission meeting.
Ms. Phillips explained that this is due to not being in the one hundred- and eighty-five-foot radius that is legally required to be given notice. Mr. Bellairs also explained that the notice of the meeting was posted in the Joplin Globe.

Mr. Latleen stated he is opposed to this project due to vandalization of his property. Mr. Latleen asked the commission what the next steps would be if this were to be passed by the commission.
Ms. Phillips explained that Mr. Latleen would be able to address the City Council since they have final approval.
Mr. Bellairs stated, Ms. Phillips was correct and further explained that the Planning and Zoning Commission is strictly a recommending body and then this case will go in front of the City Council April 7th for final approval, even if the commission decides not to approve the recommendation of this case.

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

Scott Nangle of 313 W 13th Street, Joplin, Missouri asked to speak about this case.

Mr. Nangle stated that when the property was placed on the market for sale, he recalled there being a stipulation that the property was required to be developed within a certain period, or it reverted back to the City. Mr. Nangle asked if the zoning was changed and if the property reverted to the city, would the new owner be required to rezone the property.
Mr. Bellairs stated that zoning carries with ownership and if the proposed usage changes in the future, the property owner will be required to rezone the property.

Mr. Nangle stated concerns over the railroad and the school located near the property, but he was not necessarily for or against the project.

Mr. Dunlap stated that there was a stipulation when they purchased the property from the City that it had to be developed within three years.

Ms. Phillips asked Mr. Dunlap when the property was purchased.
Mr. Bellairs stated that it was declared as surplus property around September of last year.
Mr. Dunlap stated that he believes they obtained the property around October or November of last year.

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

MR. LANDIS MADE A MOTION TO APPROVE CASE 012-25. THIS MOTION WAS SECONDED BY MS. WARREN. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

Rezoning Application

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

Office Use Only
Case No.: 012-25
Filing Fee: $600.00
Received: 2/5/25
Date Advertised:
Proj. No.: 25-17
Public Hearing Date: 3/10/25

Applicant: Vita Nova Village / Troy Dunlap, Pres. Phone No.: 417-631-9165

Address: 315 S Pearl Ave, Joplin Email: troy@vitanovavillage.org

Owner: Vita Nova Village / Rhonda Thompson, E.D. Phone No.: 417-622-2850

Address: 315 S Pearl Ave, Joplin Email: rhonda@vitanovavillage.org

Location of Property: 1201 Byers Ave

Present Use of Property: Vacant

Proposed Use of Property: Tiny Home Village

Current Zoning: M-2 Requested Zoning: MP

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Vacant	M-2
South	Railroad R/W, then Warehouse	M-2
East	Vacant & Old VFW Building	M-2
West	Byers R/W, then Vacant	M-2

Character of the Neighborhood: Quiet, but unkept.

Relationship to Existing Zoning Pattern:

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

If yes, explain: Restrictions on residential use.

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☒	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: Byers Ave

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 60'

Subdivision Platting:

Yes	No	
☐	☒	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: Liberty does not have easments for Electric Lines, but we have met the required setback from the lines for safety.

Unique Characteristic of Property and/or Additional Comment:
The property is currently experiencing frequent use by homeless individuals for camping and loitering, which has raised concerns about safety, sanitation, and the overall condition of the area. This unauthorized activity has resulted in the accumulation of debris and an increased need for cleanup efforts. By developing Vita Nova Village on this site, we aim to transform the property into a productive and secure space, providing a structured environment where individuals experiencing homelessness can access housing, resources, and support to achieve self-sufficiency, while also addressing current issues affecting the surrounding community.ÿ

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

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☐	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: Troy Dunlap **Date:** 2/5/25

Rezoning Statement
Vita Nova Village
1201 Byers Ave
January 24, 2025

Vita Nova Village requests to change the zoning for 1201 Byers from M-2 to MP.

Vita Nova Village intends to build a tiny home village to provide transitional housing for those who are homeless in the Joplin community.

The anticipated impact of the proposed project will involve revitalizing and developing an underutilized vacant property to establish a small, walkable neighborhood, that will provide housing for the communities homeless and enhance the area's appeal and usability.

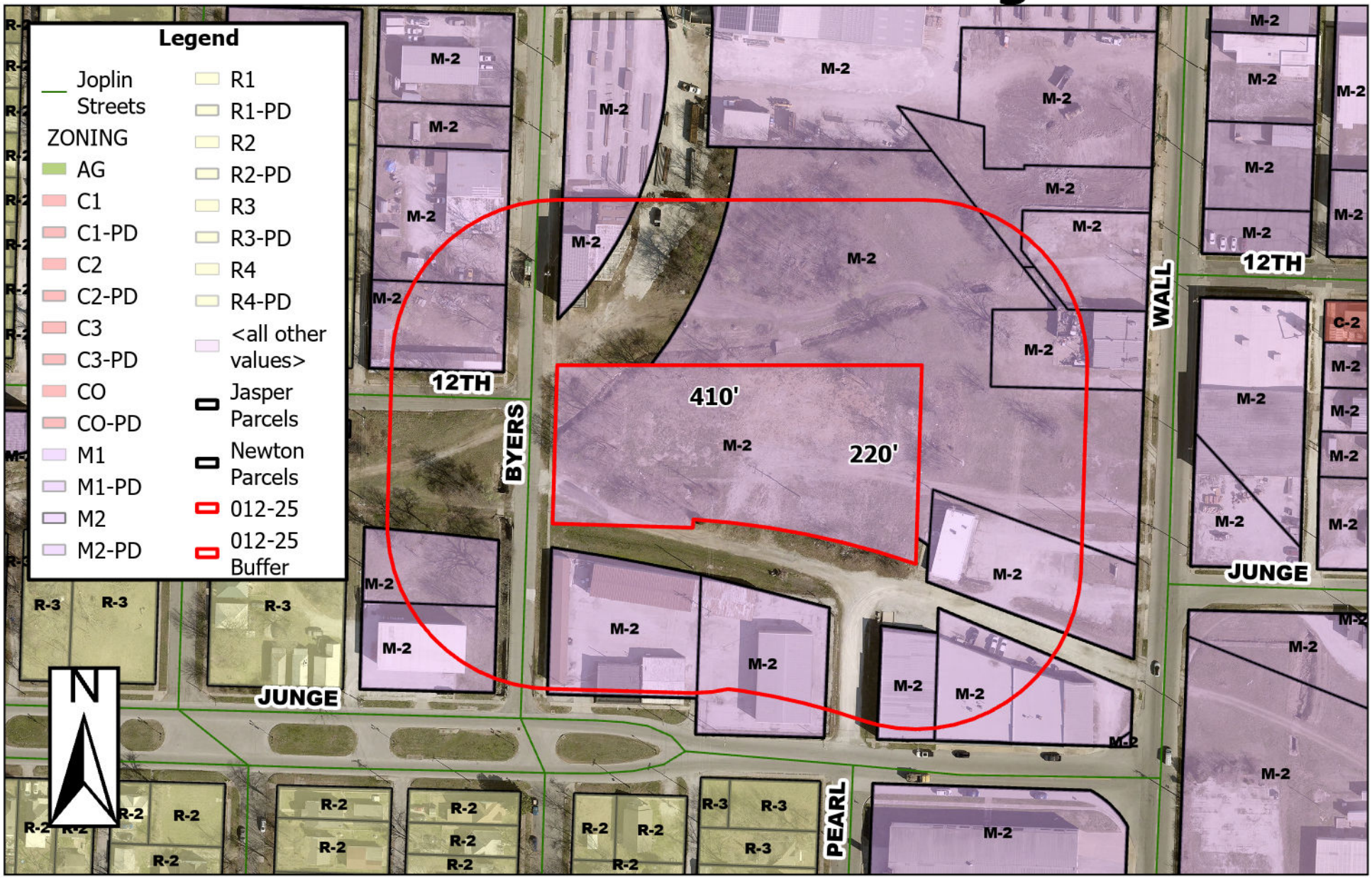
We don't expect any large variations in traffic patterns.

We do not foresee any fire hazards.

The village will create a clean and welcoming impact on the neighborhood and surrounding properties.

Joplin will greatly benefit from the establishment of Vita Nova Village. This development is designed to reduce homelessness in our community by offering affordable transitional housing alongside education and support services that empower individuals to achieve self-sufficiency and long-term housing stability. Vita Nova Village will collaborate with local agencies to provide career training, life skills development, and counseling, fostering a holistic approach to addressing homelessness and enhancing community well-being.

Case 012-25: Rezoning



1201 S Byers – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District MP (Manufactured Home Park & Small Format Home District) – Vita Nova Village

P & Z Case 012-25
Vita Nova Village
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-265 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in District MP (Manufactured Home Park & Small Format Home District) property as described below and located at 1201 S Byers Ave, Joplin, Jasper County, Missouri.

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

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

THE PORTION OF THE FOLLOWING TRACT LYING WEST OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 10, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI, A PART OF MISCELLANEOUS TRACT NUMBERED FORTY-EIGHT (48) IN SECTION 10, TOWNSHIP 27, RANGE 33, AND A PART OF LOTS NUMBERED SEVENTEEN (17) AND EIGHTEEN (18) IN CARTER'S FIRST ADDITION, AND THAT PART OF VACATED PEARK STREET IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES 59'40" EAST 440.0 FEET, THENCE SOUTH 212.5 FEET MORE OR LESS TO A POINT BEING 25.0 FEET AND PARALLEL WITH THE CENTERLINE OF SAID RAILROAD TO THE EAST LINE OF BYERS AVENUE, THENCE NORTH 144.0 FEET TO THE POINT OF BEGINNIG, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. AND THE PORTION OF THE FOLLOWING TRACT LYING EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER (SE ¼) OF THE NORTHEAST QUARTER (NE ¼) OF SECTON 10, TOWNSHIP 27, RANGE 33, IN JASPER COUNTY, MISSOURI, A PART OF MISCELLANEOUS TRACT NUMBERED FORTY-EIGHT (48) IN SECTION 10, TOWNSHIP 27, RANGE 32, AND A PART OF LOTS NUMBERED SEVENTEEN (17) AND EIGHTEEN (18) IN CARTER'S FIRST ADDITION, AND A PART OF VACATED PEARK STREET IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20 FEET NORTH OF THE POINT WHERE THE NORTHLINE, IF 12TH STREET WAS EXTENDED, INTERSECTS THE EAST LINE OF BYERS AVENUE IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 89 DEGREES 59'40" EAST 404.0 FEET, THENCE SOUTH 212.5 FEET MORE OF LESS TO A POINT BEING 25.0 FEET NORTH OF THE CENTERLINE OF MAIN BURLINGTON NORTHERN

RAILROAD TRACK, THENCE ON A CHORD NORTH 80 DEGREES 25'10" WEST 409.92 FEET AND PARALLEL WITH THE CENTERLINE OF SAID RAILROAD TO THE EAST LINE OF BYERS AVENUE, THENCE NORTH 144.0 FEET TO THE POINT OF BEGINNING, EXCEPT AN PART TAKEN OR DEEDED FOR ROAD PURPOSES.

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_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-263 – Rezoning

MEETING DATE:
April 7, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 013-25: 707 S Sergeant Ave – Rezoning – A request to rezone from District C-3 (Commercial) to District R-3 (Multi-Family Residential) – Kerri Clark

BACKGROUND:

The owner's sale of the home is being delayed because of the legally non-conforming use. The property must be rezoned to match the existing use for the sale to close.

The change in use is less intensive. The proposed rezoning will bring the existing use (Single-Family Home) into conformity with the subject property's zoning classification. This will permit the use by right. The requested zoning (R-3) is compatible with the existing pattern of development on this block. This will not create any detrimental effect (R-3).

PLANNING & ZONING COMMISSION TESTIMONY:

Kerri Clark of 9720 Arch Lane, Joplin, Missouri represented the case for the Estate of Gregory Beeler. Ms. Clark stated that the request to rezone is, so she can sell her father's home, due to it being zoned improperly. Ms. Clark explained that the property is zoned as a commercial property but is a residential property.

Dr. Rosenberg asked why the property is being proposed to be rezoned as R-3 instead of R-1 since it is a single-family home.

Mr. Bellairs explained that the recommendation for the R-3 zoning was due to the zoning of adjacent properties and if the property were to ever be developed in the future the property should be compatible with other adjacent properties.
Mr. Bellairs explained that R-3 still permits single-family residential, but it allows single-family residentials at a higher density. Mr. Bellairs stated that the zoning comes down to the sizing of the lot and it would not be allowed to be platted as an R-1 due to the lots size.

PUBLIC COMMENT;

James Flyshaker of 2402 S Indiana Ave, Joplin, Missouri asked to speak in opposition to this case. Mr. Flyshaker stated that he is in opposition to this case, due to concerns regarding parking for the adjacent properties. Mr. Flyshaker stated that he would be fine if the property was zoned as a single-family residential.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-263
Planning & Zoning Commission recommends amending the requested zoning district to R-1 (Single-Family Residential) and approving Case 013-25 (7 in Favor, 0 Opposed)

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

Z&P Meeting: March 10, 2025
City Council Meeting: April 7, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 013-25 A request to rezone from District C-3 (Commercial) to District R-3 (Multi-Family Residential)

LOCATION 707 S Sergeant Ave

APPLICANT Kerri Clark (Executer for the Estate of Gregory Beeler)

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-3	Single-Family Home	Approximately .13 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-3	C-3	R-3	C-3
Land Use	Single-family home	Vehicle Service	Building Supply Store/Warehousing	Vacant

FUTURE LAND USE

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

TRANSPORTATION

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

UTILITIES

Utilities in place.

FLOOD PLAIN

The property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. Many of the properties along 7th St were upzoned to support future commercial development. This never occurred here, and the house was existing and the use legally non-conforming. 701 and 707 S Sergeant are still single-family homes.

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

The Zoning Code requires a minimum lot size of 10,000 square feet to support more intensive commercial developments in a C-3 District. On a 50′ x 120′ lot, Commercial is not the highest and best use. It is difficult for many developers to come up with a plan that incorporates all the requirements for non-residential developments on a lot this small. The highest and best use is R-3.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in use is less intensive. The proposed rezoning will bring the existing use (Single-Family Home) into conformity with the subject property's zoning classification. This will permit the use by right. The requested zoning is compatible with the existing pattern of development on this block. This will not create any detrimental effect.

DISCUSSION

The owner's sale of the home is being delayed because of the legally non-conforming use. The property must be rezoned to match the existing use for the sale to close.

City Staff recommends approval of Case 013-25.

ENCLOSURES

- Map of property
- Application

CASE 013-25: REZONING

A request to rezone from District C-3 (Commercial) to District R-3 (Multi-Family Residential)- 707 S Sergeant Ave- Kerri Clark, Executor for the Estate of Gregory Beeler

Mr. Kimble asked if the representative would step forward and state their name and address for the record.

Kerri Clark of 9720 Arch Lane, Joplin, Missouri represented the case for the Estate of Gregory Beeler.

Ms. Clark stated that the request to rezone is, so she can sell her father's home, due to it being zoned improperly. Ms. Clark explained that the property is zoned as a commercial property but is a residential property.

Dr. Rosenberg asked why the property is being proposed to be rezoned as R-3 instead of R-1 since it is a single-family home.

Kristi Benefiel of 1739 S Garrison, Carthage, Missouri stated that she had reached out to the City for proper zoning and Mr. Bellairs explained it needed to be zoned R-3, due to the other properties in the area.

Mr. Bellairs explained that the recommendation for the R-3 zoning was due to the zoning of adjacent properties and if the property were to ever be developed in the future the property should be compatible with other adjacent properties. Mr. Bellairs explained that R-3 still permits single-family residential, but it allows single-family residentials at a higher density. Mr. Bellairs stated that the zoning comes down to the sizing of the lot and it would not be allowed to be platted as an R-1 due to the lots size.

Mr. Bellairs stated that the commission can make a recommendation to change the requested zoning.

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

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

James Flyshaker of 2402 S Indiana Ave, Joplin, Missouri asked to speak in opposition to this case.
Mr. Flyshaker stated that he is in opposition to this case, due to concerns regarding parking for the adjacent properties. Mr. Flyshaker stated that he would be fine if the property was zoned as a single- family residential.

Ms. Benefiel asked if, since the property has been zoned as C-3, if that means the property allows multi parking.
Mr. Kimble stated that this was correct.
DR. ROSENBERG MADE A MOTION TO APPROVE CASE 013-25 ON THE STIPULATION THE ZONING BE CHANGED TO R-1 (SINGLE FAMILY RESIDENTIAL). THIS MOTION WAS SECONDED BY MR. LANDIS. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

Rezoning Application

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

Office Use Only
Case No.: Ø13-25
Filing Fee: $600.00
Received: 2/6/25
Date Advertised:
Proj. No.: 25-18
Public Hearing Date: 3/10/25

Applicant: Kerri Clark Executor of Trust Phone No.: 417-438-8067
Address: 9720 Arch Lane Joplin, MO 64804 Email: Kerriberi1@yahoo.com
Owner: The Estate of Gregory Beeler Sr. Phone No.: 417-438-8067
Address: 9720 Arch Lane Joplin, MO 64804 Email: Kerriberi1@yahoo.com
Location of Property: 707 S. Sergeant Joplin, MO
Present Use of Property: Residential
Proposed Use of Property: Residential
Current Zoning: C-3 Requested Zoning: R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Multi family 3 unit apartment	C-3
South	Residence single family	R-3
East	Residence single family	R-3
West	Church	C-3

Character of the Neighborhood: Residential neighborhood w/ commercial located only on corner lots that adjoin to 7th St. This property does not + has not adjoined 7th St. It is a single family residential property.

Relationship to Existing Zoning Pattern:

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

If yes, explain: It is a single family residence on a residential street with a lot size of .1291 acre. It is not handicap accessible would not comply w/ ADA for a business. This has only been used as a residence.

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☒	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: Sergeant

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting: - The Subdivision has been in place for many years.

Yes	No	
☐	☒	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

This is a single family residence. It has not been used as commercial. In order for this property to be sold as a single family residence, and for the buyer to be funded it needs to be zoned R-3.

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

Yes	No	
☐	☐	Completed and signed application.
☐	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☐	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☐	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 2-6-25

IN THE CIRCUIT COURT OF JASPER COUNTY, MISSOURI
PROBATE DIVISION AT CARTHAGE

FILED
JAN 08 2025
JASPER COUNTY CIRCUIT COURT
CARTHAGE, MISSOURI

IN THE MATTER OF:

The Gregory Keith Beeler, Sr Revocable Trust) 24AP-PR00498

ORDER APPOINTNING SUCCESSOR TRUSTEE

Now on this day comes this matter for hearing and the Court appoints Karri Lynn Clark as the successor trustee of The Gregory Beeler, Sr Revocable Trust.

1-8-2025
Date

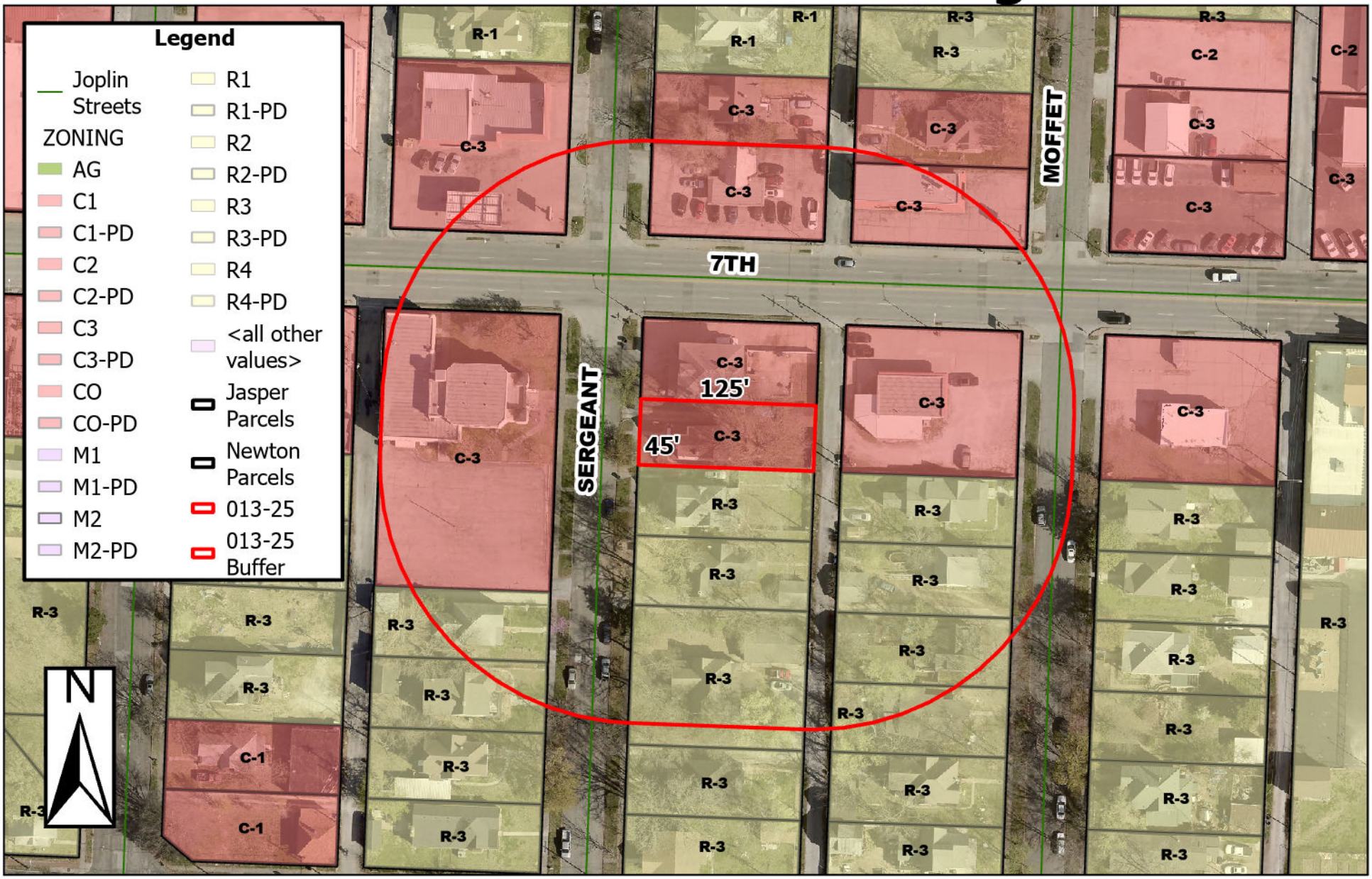
Judge John Nicholas

COURT SEAL OF



JASPER COUNTY

Case 013-25: Rezoning



707 S Sergeant Ave – Rezoning – A request to rezone from C-3 (Commercial) to R-3 (Multi-Family Residential) – Kerri Clark

P & Z Case 013-25
The Estate of Gregory Beeler Sr.
(P & Z Recommended to Amend to District R-1 and Approve)

COUNCIL BILL NO. 2025-263 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-3 (Commercial) and include in District R-1 (Single-Family Residential) property as described below and located at 707 S Sergeant Ave, Joplin, Jasper County, Missouri.

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

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

ALL OF LOT NUMBERED THIRTY-NINE (39) EXCEPT THE NORTH 5 FEET IN BYERS AND MURPHY'S THIRD ADDITION TO THE CITY OF JOPLIN, JASPER OUNTY, MISSOURI 64801.

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_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
MARCH 17, 2025
MEETING MINUTES

CALL TO ORDER

The March 17, 2025, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by Assistant City Clerk, Roschelle Forsythe

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Teddy Steen and her group from Ascent Recovery Program/The ROCC.

ROLL CALL

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

Absent: Gary Shaw

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

PRESENTATIONS

City of Joplin's 152nd Birthday & 20th Anniversary of City Hall in the Newman Building
Members of the Joplin Celebrations Commission presented, Patrick Tuttle, Brad Belk & Dr. Chad Stebbins.

MSSU Update
Dr. Van Galen, President of MSSU presented.

Downtown Joplin Alliance Update
Lori Haun, Executive Director of DJA presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office
Lynn Onstot, Public Information Officer, presented.

CITIZEN REQUESTS AND PETITIONS

Kay Jones requested to speak on Discriminatory practices related Code Enforcement and Neighborhood Services. Motion by Mr. Jackson, second by Mr. Bard to give Ms. Jones an additional one minute of time. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw, 1.

PUBLIC HEARINGS

CONSENT AGENDA

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

Minutes of March 3, 2025, City Council Meeting

COUNCIL BILL NO. 2025-106 – AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Blevins Asphalt Construction Company Inc. in the amount of Four Million Three Hundred Eighty-Two Thousand Two Hundred Sixty-Seven Dollars and Seventy-Eight Cents, ($4,382,267.78) for the Mill and Overlay 2025 project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2025-029.**

COUNCIL BILL NO. 2025-110 - AN ORDINANCE approving Work Authorization OWN-OC-025-001 20th St. Widening with OWN, Inc. in the not to exceed amount of One Hundred Four Thousand Four Hundred Ninety-Seven and 95/100 dollars ($104,497.95) for professional engineering and material testing services for the 20th St. Widening from Schifferdecker Ave. to Central City Road project, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-030.**

COUNCIL BILL NO. 2025-111-AN ORDINANCE approving an agreement with GFL Environmental Inc to provide trash and solid waste removal at city buildings and facilities and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. **Ordinance No. 2025-031.**

COUNCIL BILL NO. 2025- 259- AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Olsson for Professional Planning Services relating to the creation of the Metropolitan Transportation Plan for the Joplin Area Transportation Organization (JATSO); authorizing the City Manager to execute said Agreement for the City of Joplin; and setting a date when this Ordinance shall become effective. **Ordinance No. 2025-032.**

COUNCIL BILL NO. 2025-264- AN ORDINANCE providing to vacate a utility easement, located at 7231 E 24th St, City of Joplin, Jasper County, Missouri. **Ordinance No. 2025-033.**

COUNCIL BILL NO. 2025-608 - AN ORDINANCE authorizing the City of Joplin to issue a purchase order to Southwest Solutions Group, Inc. in the amount of Two Hundred and Ninety-Five Thousand Two Hundred and Two Dollars and Ninety-Three Cents ($295,202.93) for the purchase of a High-Density Evidence Storage System; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date. **Ordinance No. 2025-034.**

RESOLUTIONS

ORIDNANCES – EMERGENCY

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-001

Mr. Jackson introduced Council Bill No. 2025-001- AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article II – Park Rules and Regulations; specifically, Section 86-37. Camping. Motion by Mr. Jackson, second by Ms. Carlin, that Council Bill No. 2025-001 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, and Lawson, 8. Absent: Shaw,1. The Bill was read as Council Bill No. 2025-001.

COUNCIL BILL NO. 2025-002

Mr. Lawson introduced Council Bill No. 2025-002- AN ORDINANCE amending Chapter 82. Offenses and Miscellaneous Provisions, Section 82-50. Receiving Stolen Property. Motion by Mr. Lawson, second by Mr. Jackson, that Council Bill No. 2025-002 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw, 1. The Bill was read as Council Bill No. 2025-002.

COUNCIL BILL NO. 2025-112

Mr. DeTar introduced Council Bill No. 2025-112 - AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Three Hundred Sixty Thousand and 00/100 Dollars ($360,000.00) for the Turkey Creek WWTP Aeration Renovations and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Copple, that Council Bill No. 2025-112 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw,1. The Bill was read as Council Bill No. 2025-112.

COUNCIL BILL NO. 2025-113

Ms. Bard introduced Council Bill No. 2025-113 - AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of One Hundred Ten Thousand and 00/100 Dollars ($110,000.00) for the Miscellaneous WWTP Improvements 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective. Motion by Mr. Bard second by Mr. Jackson, that Council Bill No. 2025-113 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw, 1. The Bill was read as Council Bill No. 2025-113.

COUNCIL BILL NO. 2025-450

Mr. Bard introduced Council Bill No. 2025-450 - AN ORDINANCE authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, providing generally for the utilization of Walmart and Walmart Neighborhood Market locations pharmacies as the City Health Department's pharmaceutical provider. Motion by Mr. Bard, second by Mr. Jackson that Council Bill No. 2025-450 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw, 1. The Bill was read as Council Bill No. 2025-450.

COUNCIL BILL NO. 2025-605

Mr. Lawson introduced Council Bill No. 2025-605 - AN ORDINANCE approving a Purchase Order to be issued to Superion, LLC., to cover the annual support payment for the financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Council Bill 2024-514 on October 21, 2024; and establishing a date when it shall become effective. Motion by Mr. Lawson, second by Mr. Bard, that Council Bill No. 2025-605 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson and Lawson, 8. Absent: Shaw, 1. The Bill was read as Council Bill No. 2025-605.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Mr. DeTar reported that he and City Manager Nick Edwards and a few others in the community traveled to Jefferson City last week to meet with state representatives; not just from our area but from different areas of the state. Mr. DeTar stated it was a great experience and hopefully something they will be doing more of; met with a lot of people and it was a very busy day.

The meeting was adjourned at 7:47 p.m.

Respectfully,

Roschelle Forsythe
Assistant City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2025-001 – amending (repealing) Chapter 86 – Parks and Recreation, Article II – Park Rules and Regulations, Section 86-37 - Camping, by enacting a new Section 86-37 – Camping.

MEETING DATE
March 17, 2025

ORIGINATING DEPARTMENT
Legal

ATTACHMENTS
Council Bill No. 2025-001

REVIEWED BY
City Attorney Peter Edwards; Police Chief Richard Pearson; Parks & Recreation Director Paul Bloomberg; City Manager Nicholas Edwards.

SUMMARY
This Council Bill amends Chapter 86 of the City Code relating to camping on public property by deleting a section from the current ordinance that requires the police department check with local homeless shelters regarding available beds to make it consistent with a recent U.S. Supreme Court decision.

BACKGROUND

The enforcement of generally applicable laws regulating camping on public property does not violate the U.S. Constitution. The Supreme Court held in *Grants Pass v. Johnson* that the town's ordinance barring people from sleeping outside in public using a blanket, pillow, or sleeping bags did not violate the Constitution. This decision overturned a 9th Circuit Court of Appeals decision that required law enforcement check to see if shelter beds were available before issuing citations. The City is proposing this ordinance revision to be consistent with the Supreme Court decision.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be placed on First Reading.

COUNCIL BILL NO. 2025-001 ORDINANCE NO. _____

AN ORDINANCE amending Chapter 86 – Parks and Recreation, Article II – Park Rules and Regulations; specifically, Section 86-37 - Camping.

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

Section 1. That Section 86-37 – Camping is hereby repealed, and a new Section 86-37 – Camping is enacted in lieu thereof as follows:

"Sec. 86-37. Camping.

(a) Purpose. The purpose of this chapter is to prevent harm to the health or safety of the public and to promote the public health, safety and general welfare by prohibiting camping and storage of personal property on public property, which interferes with the rights of others to use the area in the manner for which it is intended.

(b) Definitions. The following definitions are applicable to this Section:

~~"Available overnight shelter" means a public or private shelter, with an available overnight space, open to an individual experiencing homelessness at no charge. "Available overnight shelter" also includes a hotel or motel that is made available to an individual experiencing homelessness at no charge.~~

"Camp" means to pitch, use, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.

"Camp facilities" include, but are not limited to, tents, huts, temporary shelters.

"Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, carts or cooking facilities or equipment.

"Park" means any publicly owned area controlled by the City or other governmental entity for park purposes. "Park" also includes all associated areas, including parking lots for parks.

"Public property" means any real property, building, structure, equipment, sign, shelter, vegetation, trail, and public open space, including all associated areas such as parking lots, controlled or owned by the City or any other governmental agency.

"Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

"Street" means any highway, lane, road, street, right-of-way, sidewalk, boulevard, alley, and every way or place in the City open as a matter of right to public pedestrian and vehicular travel.

(c) Unlawful camping or storage of personal property in public places. It shall be unlawful for any person to camp or to store personal property, including camp facilities or camp paraphernalia, in the following areas:

(1) Any park; or

(2) Any street; or

(3) Any public property, improved or unimproved.

(d) Penalty. Any person having been found guilty of any violation of this section shall be punished as provided in section 1-5 of this Code of Ordinances."

~~(e) Enforcement. A violation of this Section shall be enforced as follows:~~

~~(1) Prior to issuing any citation or arrest pursuant to this Section, the investigating officer shall inquire whether the unlawful camping and storage of personal property is due to homelessness. If the officer learns that such is the case, the officer shall determine, in accordance with relevant department policy, there is available overnight shelter to accommodate the subject of the investigation. If the officer determines there is no available overnight shelter, the officer shall not issue a citation.~~

~~(2) If the officer determines there is available overnight shelter, the officer shall provide directions to the shelter location.~~

~~(3) Any individual who refuses to accept the shelter space offered is subject to citation or arrest pursuant to this Section."~~

Section 2. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill No. 2025-002 – AN ORDINANCE amending Chapter 82. Offenses and Miscellaneous Provisions, Section 82-50. Receiving Stolen Property.

MEETING DATE
March 17, 2025

ORIGINATING DEPARTMENT
Legal Department

ATTACHMENTS
Council Bill No. 2025-002

REVIEWED BY
City Attorney Peter Edwards; Police Chief Richard Pearson; and City Manager Nicholas Edwards.

SUMMARY
This Council Bill amends Section 82-50. Receiving Stolen Property by adding a subsection to include shopping carts and language describing shopping carts.

BACKGROUND
Stolen and abandoned shopping carts throughout the city constitute a public nuisance by creating blighted areas and at times present safety hazards and environmental concerns. This ordinance allows for criminal prosecution under receiving stolen property when and if a shopping cart is evidence of a crime.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends this Council Bill be approved on First Reading.

COUNCIL BILL NO. 2025-002 ORDINANCE NO.

AN ORDINANCE amending Chapter 82. Offenses and Miscellaneous Provisions, Section 82-50. Receiving Stolen Property.

WHEREAS, stolen and abandoned shopping carts on public or private property throughout the City constitute a public nuisance and a potential hazard to the health, safety, and welfare of the public by creating blighted areas in the community, obstructing free access to sidewalks, streets, and other public right-of-way, interfere with pedestrian and vehicular traffic, impede emergency services, and create impediments to the flow of water in drainage systems and other waterways; and

WHEREAS, it is the desire of the City Council to prevent the illegal removal of shopping carts from businesses, prioritize safety, and improve the image and appearance of the City.

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

Section 1: That Chapter 82. Offenses and Miscellaneous Provisions, Section 82-50. Receiving Stolen Property, is hereby amended as follows:

"Sec. 82.50. Receiving stolen property.

(a) A person commits the crime of receiving stolen property if for the purpose of depriving the owner of a lawful interest therein, he or she receives, retains or disposes of property of another knowing that it has been stolen, or believing that it has been stolen.

(b) Evidence of the following is admissible in any criminal prosecution pursuant to this section to prove the requisite knowledge or belief of the alleged receiver:

(1) That he or she was found in possession or control of other property stolen on separate occasions from two or more persons.

(2) That he or she received other stolen property in another transaction within the year preceding the transaction charged.

(3) That he or she acquired the stolen property for a consideration which he or she knew was far below the reasonable value.

(4) That he or she obtained control over stolen property knowing the property to have been stolen or under such circumstances as would reasonably induce a person to believe the property was stolen.

(5) That he or she is in possession of any shopping cart which has a name or mark indicating ownership, or where the name or mark or serial number has been removed or altered, and is not on the premises of the owner or an adjacent parking area shall be presumed to be in possession of stolen property.

"Shopping cart" is defined as a basket mounted on wheels, or a similar device, generally used in a retail establishment by a customer for the purpose of transporting goods of any kind.

(c) Receiving stolen property is a misdemeanor and punishable as proscribed in section 1-5 of this Code."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-112 Work Authorization with Allgeier, Martin and Associates Inc. for Professional Engineering Consulting Services for the Turkey Creek WWTP Aeration Renovations.

MEETING DATE
March 17, 2025

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB 2025- 112 Ordinance, Work Authorization, Location Map

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

SUMMARY
This Council Bill will approve a Work Authorization between the City of Joplin and Allgeier, Martin and Associates Inc. not to exceed the amount of Three Hundred Sixty Thousand and 00/100 Dollars ($360,000.00) for professional engineering consulting services for the Turkey Creek WWTP Aeration Renovations.

BACKGROUND
The Turkey Creek Wastewater Treatment Facility was originally built in 1985 and has undergone major improvements over the years. The oxidation ditch rotors currently in operation were installed as part of a plant expansion in 1996. This equipment has exceeded its 20-year design life and has deteriorated to an unreliable condition. In November of 2022, Council Bill 2022-156 approved replacement of two inoperable oxidation ditch rotors with a diffused air system, which have been in operation for approximately two years without issue. Replacing the remaining ten oxidation ditch rotors with a similar diffused air system will be an energy efficient design and will feature retrievable diffusers which allow personnel to service the equipment on the ground without dewatering the basins.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Sanitary Sewer Fund.

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

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chad Weller, PLS Assistant Director of Public Works for Operations		Attention: Mr. Jared Nichols, P.E. Vice President	
Department: Public Works		Phone: 417.680.7200	Fax: 417.680.7300
Phone: 417.624.0820 ext:1560	Fax: 417.624.4620	Project: Turkey Creek WWTP Aeration	

WORK AUTHORIZATION NUMBER __AMA-OC-025-001__

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _Dated 01/31/2025__

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

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

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

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

4. Costs not to Exceed. City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. Payment.

a. Conditioned upon acceptable performance. City agrees to pay the Engineer in accordance with the terms set forth in *Exhibit A*, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in *Exhibit A*.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___AMA-OC-025-001_____ exceed the sum of __Three Hundred Sixty Thousand and 00/100_Dollars ($360,000.00).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier Martin and Associates, Inc.

By: _____

Printed Name: Jared Nichols

Title: Vice President

Date: 02/14/2025

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-025-001 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Turkey Creek WWTP Aeration)

1. SERVICES

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

1.1 General

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

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

1.1.3 In general, the Project consists of replacement of aeration equipment in the activated sludge basins with a diffused air system. The system shall include fine bubble diffusers, blowers, air piping, mixers, electrical, controls, and ancillary items.

1.1.3.9 Design of improvements for integration at the existing facilities.

1.1.3.10 Bidding and Construction Phase Engineering for installation of the improvements at the existing facilities.

1.1.3.11 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part-time with an estimated construction duration of six months.

1.2 Planning and Design Phases.

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

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternates, and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities and facilities located within project boundary.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings and review same with OWNER.

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

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

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

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

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has

passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.12 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

a) Serve as ENGINEER's liaison with contractor, working principally through contractor's

superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or

directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2025-2027"; with a total compensation ceiling of $360,000 as set forth in Work Authorization Number AMA–OC-025-001 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services	$199,000
Bidding and Construction Phase Engineering Services	$53,000
Resident Project Representation Services	$108,000
Total Estimated Maximum Fee – All Services	$360,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2025, 2026 and 2027

LABOR RATES

Classification	Hourly Billing Rate 01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026	01/01/2027 thru 12/31/2027
Principal/Engineer VI	$302	$316	$330
Principal/Engineer V	$269	$281	$293
Principal/Engineer IV	$243	$254	$266
Principal/Engineer III	$224	$234	$245
Project Manager/Engineer II	$199	$208	$217
Project Manager/Engineer I	$181	$189	$198
Technician IV	$164	$172	$180
Technician III/GIS Specialist	$164	$172	$180
Technician III	$139	$145	$152
Technician II	$125	$130	$136
Technician I	$118	$123	$128
Two-Man GPS Survey Crew	$230	$241	$251
One-Man GPS Survey Crew	$181	$189	$198
Three-Man Survey Crew	$251	$262	$274
Two-Man Survey Crew	$199	$208	$217
Registered Land Surveyor II	$212	$222	$232
Registered Land Surveyor I	$187	$195	$204
Survey Crew Member	$95	$99	$103
Right of Way Specialist	$145	$152	$158
Project Representative III	$139	$145	$152
Project Representative II	$125	$130	$136
Project Representative I	$115	$120	$126
Secretary/Assistant	$95	$99	$103
Print Specialist	$95	$99	$103

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

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NON-LABOR RATES

Item	Rate
Travel	$0.67 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2
Drone Topographic Processing	$100 per acre

Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\MISC WWTP IMPROVEMENTS 2025\DRAWINGS_EXHIBIT 1 - TC AERIAL.DWG



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

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION

DWN. BY:	WBW
CKD. BY:	CHK-BY
APPD. BY:	APPD-BY
DATE :	DATE

TURKEY CREEK - ACTIVATED SLUDGE AERATION PROJECT
WASTEWATER TREATMENT PLANTS IMPROVEMENTS 2025
JOPLIN, MISSOURI

DWG. NO.
EX-1

COUNCIL BILL NO. 2025-112 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Three Hundred Sixty Thousand and 00/100 Dollars ($360,000.00) for the Turkey Creek WWTP Aeration Renovations and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Three Hundred Sixty Thousand and 00/100 Dollars ($360,000.00) for the Turkey Creek WWTP Aeration Renovations on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of April 8, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for through this on-call engineering selection.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-113 – Work Authorization with Allgeier, Martin and Associates Inc. for Professional Engineering Consulting Services for the Miscellaneous WWTP Improvements 2025.

MEETING DATE
March 17, 2025

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB2025-113 Ordinance, Work Authorization, Location Map

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

SUMMARY
This Council Bill will approve a Work Authorization between the City of Joplin and Allgeier, Martin and Associates Inc. to provide professional engineering consulting services in the not to exceed amount of One Hundred Ten Thousand and 00/100 Dollars ($110,000.00).

BACKGROUND
During the 2025 budget process, priority projects were identified at both the Turkey Creek Wastewater Treatment Facility and the Shoal Creek Wastewater Treatment Facility that would address infrastructure rehabilitation or replacement and safety concerns in FY2025. These projects include replacement of belt filter press controls at the Turkey Creek WWTP, replacement of boiler controls at the Turkey Creek and Shoal Creek WWTP, repair of concrete walls in tertiary filters at the Turkey Creek WWTP, replacement of east grit collector drive at the Shoal Creek WWTP, miscellaneous building repairs at the Turkey Creek and Shoal Creek WWTP, and replacement of primary clarifier mechanisms at the Shoal Creek WWTP. Allgeier, Martin and Associates Inc. was selected as the most qualified firm from the on-call consultant list.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Sanitary Sewer Fund.

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

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chad Weller, PLS Assistant Director of Public Works for Operations		Attention: Mr. Jared Nichols, P.E. Vice President	
Department: Public Works		Phone: 417.680.7200	Fax: 417.680.7300
Phone: 417.624.0820 ext:1560	Fax: 417.624.4620	Project: Miscellaneous WWTP Improvements 2025	

WORK AUTHORIZATION NUMBER __AMA-OC-025-002__

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES _Dated 01/31/2025__

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

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

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

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

4. Costs not to Exceed. City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. Payment.

a. Conditioned upon acceptable performance. City agrees to pay the Engineer in accordance with the terms set forth in *Exhibit A*, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in *Exhibit A*.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___AMA-OC-025-002_____ exceed the sum of __One Hundred Ten Thousand and 00/100_Dollars ($110,000.00).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2025, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

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

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier Martin and Associates, Inc.

By: _____

Printed Name: Jared Nichols

Title: Vice President

Date: 02/14/2025

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

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-025-002 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Miscellaneous WWTP Improvements 2025)

1. SERVICES

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

1.1 General

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

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

1.1.3 In general, the Project consists of the following:

1.1.3.1 Replacement of Belt Filter Press Controls - Turkey Creek WWTP
1.1.3.2 Replacement of Boiler Controls - Turkey Creek and Shoal Creek WWTP
1.1.3.3 Repair of Concrete Walls in Tertiary Filters - Turkey Creek WWTP
1.1.3.4 Replacement of East Grit Collector Drive - Shoal Creek WWTP
1.1.3.5 Miseleaneous Building Repairs - Turkey Creek and Shoal Creek WWTP
1.1.3.6 Replacement Primary Clarifier Mechanisms - Shoal Creek WWTP

1.1.3.9 Design of improvements for integration at the existing facilities.

1.1.3.10 Bidding and Construction Phase Engineering for installation of the improvements at the existing facilities.

1.1.3.11 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part-time with an estimated construction duration of six months.

1.2 Planning and Design Phases.

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

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternates, and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities and facilities located within project boundary.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings and review same with OWNER.

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

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

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

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

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER

will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.12 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

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

1.4.2.2 Conferences and Meetings: Attend meetings with contractor, such as preconstruction

conferences, progress meetings, job conferences, and other project-related meetings.

1.4.2.3 Liaison:

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

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

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

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

1.4.3.3 Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent, however this clause shall not diminish the authority of the RPR, and in the event

either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

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

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2025-2027"; with a total compensation ceiling of $110,000 as set forth in Work Authorization Number AMA–OC-025-002 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services	$50,000
Bidding and Construction Phase Engineering Services	$25,000
Resident Project Representation Services	$35,000
Total Estimated Maximum Fee – All Services	$110,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2025, 2026 and 2027

LABOR RATES

Classification	Hourly Billing Rate 01/01/2025 thru 12/31/2025	01/01/2026 thru 12/31/2026	01/01/2027 thru 12/31/2027
Principal/Engineer VI	$302	$316	$330
Principal/Engineer V	$269	$281	$293
Principal/Engineer IV	$243	$254	$266
Principal/Engineer III	$224	$234	$245
Project Manager/Engineer II	$199	$208	$217
Project Manager/Engineer I	$181	$189	$198
Technician IV	$164	$172	$180
Technician III/GIS Specialist	$164	$172	$180
Technician III	$139	$145	$152
Technician II	$125	$130	$136
Technician I	$118	$123	$128
Two-Man GPS Survey Crew	$230	$241	$251
One-Man GPS Survey Crew	$181	$189	$198
Three-Man Survey Crew	$251	$262	$274
Two-Man Survey Crew	$199	$208	$217
Registered Land Surveyor II	$212	$222	$232
Registered Land Surveyor I	$187	$195	$204
Survey Crew Member	$95	$99	$103
Right of Way Specialist	$145	$152	$158
Project Representative III	$139	$145	$152
Project Representative II	$125	$130	$136
Project Representative I	$115	$120	$126
Secretary/Assistant	$95	$99	$103
Print Specialist	$95	$99	$103

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

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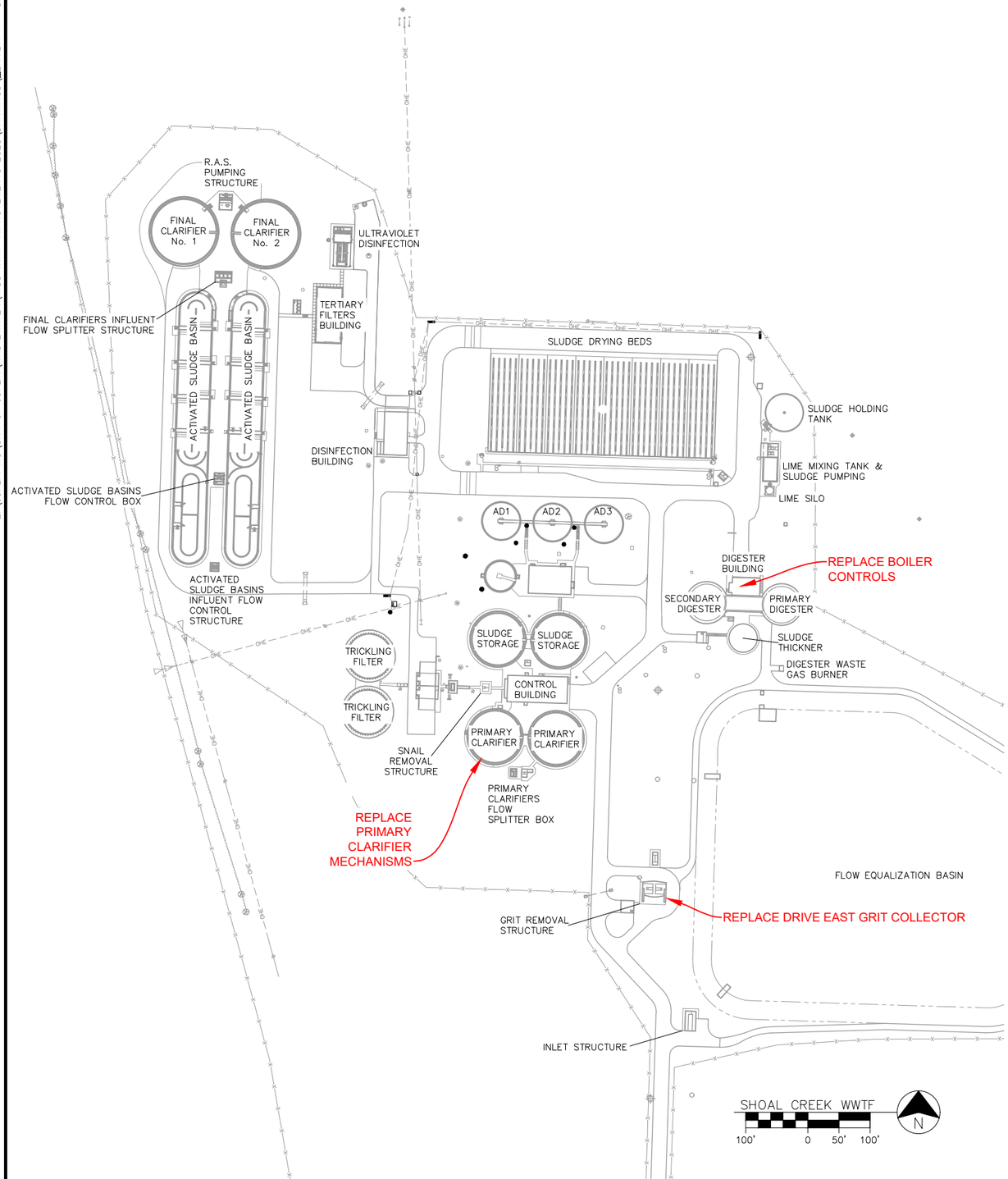
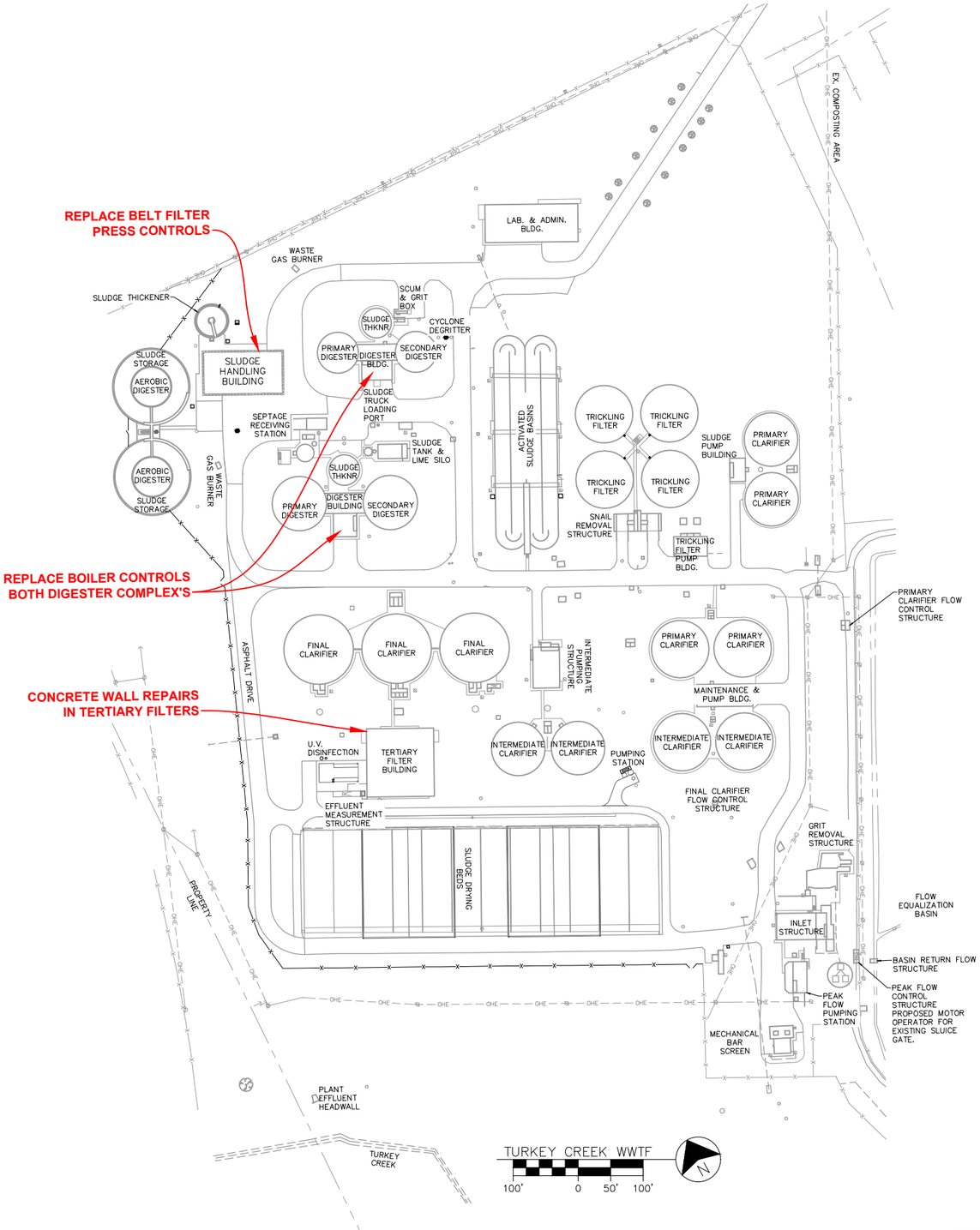
NON-LABOR RATES

Item	Rate
Travel	$0.67 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2
Drone Topographic Processing	$100 per acre

Z:\JOPLIN MO\CITY OF JOPLIN\WASTEWATER\MISC WWTP IMPROVEMENTS 2025\DRAWINGS_EXHIBIT 1 - SITE PLANS.DWG





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

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

CERTIFICATE OF AUTHORITY MISSOURI NO. 000427

DATE	REVISION

DWN. BY:	WBW
CKD. BY:	CHK-BY
APPD. BY:	APPD-BY
DATE :	DATE

SITE PLANS
WASTEWATER TREATMENT PLANTS IMPROVEMENTS 2025
JOPLIN, MISSOURI

DWG. NO.
EX-1

COUNCIL BILL NO. 2025-113 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of One Hundred Ten Thousand and 00/100 Dollars ($110,000.00) for the Miscellaneous WWTP Improvements 2025 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of One Hundred Ten Thousand and 00/100 Dollars ($110,000.00) for the Miscellaneous WWTP Improvements 2025 on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

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

Section 4. That this Council Bill shall have an effective date of April 8, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for through this on-call engineering selection.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-450– approving a Contract between ScriptClaim Systems, LLC and the City of Joplin.

MEETING DATE
March 17, 2025

ORIGINATING DEPARTMENT
Health Department

ATTACHMENTS
CB2025-450 Council Bill; Pharmaceutical Services Contract Agreement, 2025-RFP-05-2 Bid Document

REVIEWED BY
Dept. Head: Ryan Talken; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards.

SUMMARY
The Health Department requests consideration of Council Bill No. 2025-450 That authorizes a Pharmacy services Agreement between the City of Joplin, Health Department (Department) and ScriptClaim Systems, LLC operating pharmacies located at Walmart and Walmart Neighborhood Markets.

BACKGROUND
The Department contracts with a private pharmacy to provide necessary pharmaceutical services for the Health Department in its agreement with the Community Clinic of Joplin. In the city's agreement with the Community Clinic, Joplin residents that attend the clinic and receive a prescription listed on the formulary from the clinic physicians are then referred to the city's contract pharmacy to have these prescriptions filled. To contain costs, the Department utilizes the generic formulary developed and maintained by the Clinic for the bid process. The generic formulary is a list of generic medications prescribed by the clinic physicians for the clinic patients.

ScriptClaim Systems / Walmart was selected through a recently completed competitive bid process. In this process, a formal bid packet was developed including bid specifications that included the Community Clinic Generic Formulary. Per the bid document, bid prices must remain in effect for a one-year period from the date of a signed agreement.

A RFP for bid request was advertised in the Joplin Globe as well as on the city website. The RFP process was conducted two times. The first RFP received a single bid from Walmart; however the bid was received past the bid deadline. The RFP was reissued with a single sealed bid received within the required timeframe. The single bid was received from Walmart: ScriptClaims Pharmacy $4,150.45

After review of submitted bids, it was deemed that the ScriptClaims Pharmacy submitted the only and best bid. Script Claim Pharmacy is also the current contracted pharmacy provider. The Joplin Health Department and The Community Clinic are pleased with the pharmacy services currently

Being provided by Walmart Pharmacies. Funds are provided in the 2025 fiscal year budget

FUNDING SOURCE
The source of funding is the Health Fund.

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

CITY OF
JOPLIN, MISSOURI

BID PACKAGE

#2025-RFP-05-2

for

PHARMACY SERVICES 2025

Joplin Health Department
321 East 4th Street
Joplin, MO 64801
(417) 623-6122
(417) 624-6453 (FAX)

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bid proposals until 10:00 A.M., Monday, February 17, 2025, at the Joplin Health Department located at 321 E. 4th Street, Joplin, Missouri, 64801 to PURCHASE the following:

Pharmacy Services

Specifications and bid forms are available from Ryan Talken, Public Health Director, by calling 417-623-6122 or by writing to the address indicated above. Any bids received after the specified deadline will be returned to the vendor.

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

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

Leslie Haase, CPA
Finance Director

Publication Date: January 31, 2025

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to **PURCHASE** the following:

Pharmacy Services

All bids shall have firm-fixed F.O.B. Joplin; Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items.

Specification variances, and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within ten (10) days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may begiven preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3%.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.

Minimum information to be submitted with each bid shall consist of the following:

1. Bid Response Form (all 5 pages)

MARK BID ENVELOPES: "BID #2025-RFP-05-2; Pharmacy Services 10:00 A.M., February 17, 2025"

Questions concerning the specifications and bidding procedures should be directed to Misty Hammer, Joplin Health Department at 321 E. 4th St, Joplin, MO, 64801 or by phoning 417-623-6122.

JOPLIN CITY HEALTH DEPARTMENT
BID SPECIFICATIONS FOR PHARMACY SERVICES

GENERAL

It is the intent of these specifications to procure licensed retail pharmacy services to provide prescriptions referred to from the Joplin Community Clinic. The Community Clinic is a not-for-profit health center serving uninsured and underinsured individuals.

TERM OF BID

The bid formulary price shall remain in effect for a one (1) year period from the date of the signed agreement. The contract may be extended one year at a time up to a maximum of five years if agreeable to both parties, and the price is substantially unchanged.

In the event the pharmacy fails to perform to the satisfaction of the City of Joplin, the City may terminate its obligation under this bid 10 days after written notice.

BILLING AND PAYMENT

The pharmacy shall submit separate billing invoices at the end of each month for all the prescriptions dispensed during that month for the Community Clinic Account. Each invoice shall list the name of the patient, the name of the prescription, the amount/dosage of the prescription, the gross price, the co-pay received-if any, and the net price charged to the City after reduced by the co-pay amount.

The City will issue a check within 15 days of receipt of the invoice.

SCOPE OF WORK

For Joplin Community Clinic Prescriptions:
The pharmacy shall fill and invoice to the City only those prescriptions provided on Joplin Community Clinic Prescription Pad. The pharmacy shall utilize the generic formulary provided by the Community Clinic (attached herein on the Bid Proposal Response Form) when filling prescriptions. The only exceptions to this formulary must be approved in advance of filling by the Director of the Community Clinic or the Director of the Joplin City Health Department.

For the contract period specified in this bid request the City shall be charged no more than the price as specified on the Bid Response Form. The bid price for each prescription shall be the total cost including dispensing and pharmaceutical cost. All items on the Bid Response Form are to be **bid as generic**.

All items from the Community Clinic generic formulary and listed on the attached Bid Proposal Response Form must be available from the successful bidder. If an item is not available an equal substitute may be included in the bid, however this must be indicated on the Bid Response Form and/or on an additional attached form.

From time to time during the contract period the Community Clinic may adjust its generic formulary by deleting or adding a different item or formulation. Any potential contractor would be expected to utilize the same competitive pricing structure used for the completion of this bid for the pricing of new items.

The successful bidder may be required by the City to collect a prescription co-pay for some or all prescriptions provided to patients. The value of any co-pay would be deducted from the gross price to the city per prescription. The City will provide the amount of this co-pay, if any, to the successful bidder.

AWARD OF BID

AUDIT SELECTION COMMITTEE

Proposals submitted will be evaluated by a three (3) member Audit Selection Committee selected by the Director of Health, consisting of various Health personnel. The Audit Selection Committee will make its recommendation to the City Council based on its review and scoring of the proposals.

REVIEW OF PROPOSALS

The Audit Selection Committee will use a point formula during the review process to score proposals. Each member of the Audit Selection Committee will first score each technical proposal by each of the criteria described below. The full Audit Selection Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

After the composite technical score for each firm has been established, the sealed dollar cost bid will be opened, and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other offerors.

EVALUATION CRITERIA

Pharmacies must meet the mandatory elements listed below to have their proposals accepted. Pharmacies that do not meet the mandatory elements listed below will be eliminated from further consideration.

Mandatory Elements

1. The pharmacy is licensed to practice in the State of Missouri.
2. The pharmacy has no conflict of interest regarding any other work performed by the pharmacy for the City.
3. The pharmacy adheres to the instructions in this request for proposals on preparing and submitting the proposal.
4. The proposal demonstrates that the pharmacy understands the objectives, the City's needs and the final products to be delivered.
5. The proposal demonstrates an adequate intention of starting the pharmaceutical services within 30 days of awarding the contract.
6. The pharmacy shall have at least one brick and mortar location within the Corporate City Limits of Joplin Missouri.

Pharmacy proposals that meet the above mandatory elements will be evaluated and scored using the following three (3) sets of criteria:

1. **Price**: (Maximum Points = 50)
   - The objective of the bid is to fill a single order of the formulary presented in the document at the dosage and quantity listed.
   - The sum total of the prices submitted on the bid document will be used to determine the score.

2. **Convenience**: (Maximum Points = 25)
   - The hours of operation allowing patients to fill prescriptions beyond the hours of 8-5 Monday through Friday will be awarded higher points.
   - The pharmacy should have operations that are convenient to the patients of the Joplin Community Clinic, as well as to the staff and general operations of the Community Clinic.

3. **Location**: (Maximum Points = 25)
   - Pharmacies with multiple locations in Joplin city limits will be awarded higher scoring.
   - The physical location(s) of the pharmacies will be taken into consideration for access by patients of the Community Clinic. Patients may not have access to reliable transportation and be dependent on ride share or public transport.

FINAL SELECTION

The City Council will select a pharmacy based upon the recommendation of the Audit Selection Committee following its evaluation of proposals received.

It is anticipated that the pharmacy will be selected by February 1, 2025. Following notification of the pharmacy selected, it is expected a contract will be executed between both parties during February of 2025.

RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the pharmacy of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the pharmacy selected.

The City reserves the right without prejudice to reject any or all proposals.

BID RESPONSE FORM

Please return all following 5 pages.

BID #2025-RFP-05-2, Pharmacy Services

FY2025 Proposed City Formulary

Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
Acetaminophen (liquid)	160mg/5cc	pain	120mL	$13.07
Acyclovir (tabs)	400mg	Antiviral	35	$17.61
Acyclovir (tabs)	800mg	Antiviral	35	$23.74
Albuterol HFA (inhaler)	90mcg	asthma	9g (1 inhaler)	$22.00
Albuterol (ampules)	2.5mg/3mL	asthma	1 box/75mL (25 vials)	$19.23
Alendronate (tabs)	35mg	osteoporosis	12	$31.51
Alendronate (tabs)	70mg	osteoporosis	12	$31.06
Allopurinol (tabs)	100mg	gout	90	$37.48
Allopurinol (tabs)	300mg	gout	90	$30.88
Amlodipine (tabs)	2.5mg	hypertension	90	$24.00
Amlodipine (tabs)	5mg	hypertension	90	$24.00
Amlodipine (tabs)	10mg	hypertension	90	$24.00
Amitriptyline (tabs)	25mg	tri-cyclic antidepressant, pain, sleep	90	$10.00
Amitriptyline (tabs)	50mg	tri-cyclic antidepressant, pain, sleep	90	$10.00
Amoxicillin (liquid)	250mg/5cc	antibiotic	150mL	$18.35
Amoxicillin (capsules)	500mg	antibiotic; penicillin	20	$18.86
Amoxicillin (tabs)	875mg	antibiotic	20	$16.40
Aspirin (tabs)	81mg	platelet aggregate inhibitor, NSAID	90	$10.15
Atenolol (tabs)	25mg	hypertension; heart rate control; b-blocker	90	$10.00
Atenolol (tabs)	50mg	hypertension; heart rate control; b-blocker	90	$10.00
Atorvastatin (tabs)	10mg	statin: hyperlipidemia	90	$28.36
Atorvastatin (tabs)	20mg	statin: hyperlipidemia	90	$28.06
Atorvastatin (tabs)	40mg	statin: hyperlipidemia	90	$29.23
Augmentin (tabs)	875mg/125 mg	penicillin antibiotic	20	$22.23
Azithromycin (tabs)	250mg (5 day)	macrolide antibiotic	6	$16.83
Azithromycin (tabs)	500mg (3 day)	macrolide antibiotic	7	$9.06
Benzonatate (perles)	100mg	antitussive	30	$18.56
Benzonatate (perles)	200mg	antitussive	30	$19.64
Benzoyl peroxide (wash)	10%	acne treatment	237g bottle	$20.83
Bupropion SR (tabs)	150mg	antidepressant	90	$20.97
Bupropion XL (tabs)	150mg	antidepressant	90	$35.23
Bupropion XL (tabs)	300mg	antidepressant	90	$40.27
Carafate (tabs)	1gm	Uncontrolled gERD	180	$40.24
Carbamide Peroxide (otic solution)	6.5%	ear wax	15mL	$13.85
Carvedilol (tabs)	6.25mg	hypertension; heart rate control; b-blocker	180	$24.97
Carvedilol (tabs)	12.5mg	hypertension; heart rate control; b-blocker	180	$25.45

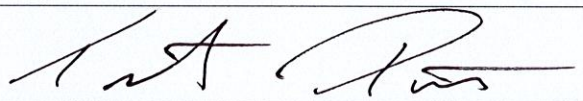
Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
Carvedilol (tabs)	25mg	hypertension; heart rate control; b-blocker	180	$27.11
Cefdinir (caps)	300mg	cephalosporin antibiotic-3rdgeneration	20	$26.85
Cephalexin (caps)	500mg	cephalosporin antibiotic-1stgeneration	21	$17.73
Chlorhexidine (oral rinse)	0.12%	Antiseptic, germicide	473mL	$10.41
Ciprofloxacin (tabs)	250mg	quinolone antibiotic	14	$16.95
Ciprofloxacin (tabs)	500mg	quinolone antibiotic	14	$17.54
Citalopram (tabs)	10mg	SSRI	90	$10.00
Citalopram (tabs)	20mg	SSRI	90	$10.00
Citalopram (tabs)	40mg	SSRI	90	$10.00
Clindamycin (solution)	1%	acne treatment	60mL	$28.27
Clindamycin (caps)	150mg	antibiotic	30	$20.12
Clobetasol (cream)	0.05%	psoriasis	60gm tube	$24.72
Clonidine (tabs)	0.1mg	central acting anti-hypertensive	90	$6.10
Clopidogrel (tabs)	75mg	anti-platelet	90	$28.35
Clotrimazole (cream)	1%	topical antifungal	30gm tube	$20.68
Cortisporin otic (solution)		antibacterial, ear infections	1 bottle	$61.97
Cyclobenzaprine (tabs)	10mg	muscle relaxant	90	$25.86
Dicyclomine (caps)	10mg	forgI muscle spasms	90	$26.18
Diclofenac (gel)	1%	NSAID for pain	100gm tube	$29.94
Diphenhydramine (liquid)	12.5mg/5cc	antihistamine	120mL	$18.56
Diltiazem CD (caps)	120mg	hypertension; heart rate control; Ca Ch blocker	90	$41.08
Diltiazem CD (caps)	180mg	hypertension; heart rate control; Ca Ch blocker	90	$44.53
Diltiazem CD (caps)	240mg	hypertension; heart rate control; Ca Ch blocker	90	$49.54
Docusate Calcium (caps)	240mg	stool softener	90	$13.09
Docusate Sodium (caps)	100mg	stool softener	90	$14.82
Doxazosin (tabs)	1mg	hypertension	90	$24.00
Doxazosin (tabs)	2mg	hypertension	90	$24.00
Doxycycline Hyclate (caps or tabs)	100mg	tetracycline antibiotic	20	$16.27
Duloxetine (caps)	30mg	SSNRI, depression, pain	90	$31.93
Duloxetine (caps)	60mg	SSNRI, depression, pain	90	$34.19
Erythromycin (eye ointment)	0.5%	ophthalmic anti-infective	3.5gm tube	$22.01
Escitalopram (tabs)	10mg	SSRI, depression	90	$26.68
Escitalopram (tabs)	20mg	SSRI, depression	90	$31.11
Famotidine (tabs)	20mg	H2 blocker, stomach acid	60	$16.38
Famotidine (tabs)	40mg	H2 blocker, stomach acid	60	$20.88
Fluconazole (tabs)	150mg	oral antifungal	30	$35.34
Fluoxetine (caps)	20mg	SSRI, depression	90	$10.00
Fluoxetine (caps)	40mg	SSRI, depression	90	$10.00
Fluticasone (nasal spray)	16gm	nasal steroid, allergies	3 bottles	$39.37
Furosemide (tabs)	20mg	loop diuretic	90	$27.43
Furosemide (tabs)	40mg	loop diuretic	90	$28.03
Gabapentin (caps)	100mg	anticonvulsant, seizures, pain	90	$17.64
Gabapentin (caps)	300mg	anticonvulsant, seizures, pain	90	$19.37
Gemfibrozil (tabs)	600mg	fibrate, high triglycerides	90	$39.64
Glimepiride (tabs)	2mg	diabetes	90	$28.06
Glimepiride (tabs)	4mg	diabetes	90	$24.64
Glipizide (tabs)	5mg	diabetes	90	$6.06
HCTZ (tabs or caps)	12.5mg	diuretic, hypertension	90	$10.00
HCTZ (tabs or caps)	25mg	thiazide diuretic, hypertension	90	$10.00

Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
HCTZ (tabs or caps)	50mg	thiazide diuretic, hypertension	90	$10.00
Hydroxyzine (caps or tabs)	25mg	antihistamine	30	$12.64
Ibandronate (tabs)	150mg	osteoporosis	3	$42.55
Ibuprofen (liquid)	100mg/ 5cc	NSAID (pain)	120mL	$20.12
Ibuprofen (tabs)	600mg	NSAID (pain)	60	$11.77
Isosorbide Mono ER (tabs)	30mg	nitrate antianginal	60	$7.00
Labetalol (tabs)	100mg	hypertension; heart rate control; b-blocker	180	$59.02
Labetalol (tabs)	200mg	hypertension; heart rate control; b-blocker	180	$52.63
Levofloxacin (caps)	500mg	quinolone antibiotic	7	$17.04
Levofloxacin (caps)	750mg	quinolone antibiotic	7	$17.78
Levothyroxine (tabs)	all mg	thyroid replacement	90	$10.00
Lisinopril (tabs)	5mg	ACE inhibitor, hypertension, kidney protection	90	$10.00
Lisinopril (tabs)	10mg	ACE inhibitor, hypertension, kidney protection	90	$10.00
Lisinopril (tabs)	20mg	ACE inhibitor, hypertension, kidney protection	90	$10.00
Lisinopril (tabs)	30mg	ACE inhibitor, hypertension, kidney protection	90	$10.00
Lisinopril (tabs)	40mg	ACE inhibitor, hypertension, kidney protection	90	$31.51
Loratadine (tabs)	10mg	allergies	90	$22.46
Loperamide (tabs)	2mg	anti-diarrheal	30	$23.18
Losartan (tabs)	50mg	ARB, hypertension, kidney protection	90	$28.90
Losartan (tabs)	100mg	ARB, hypertension, kidney protection	90	$24.00
Losartan HCTZ (tabs)	50/12.5	hypertension	90	$10.00
Maxitrol ophthalmic (drops)	5mL	anti-bacterial, to use in ear	1 bottle	$18.41
Meclizine (tabs)	25mg	vertigo	90	$13.93
Methylprednisolone (Medrol) (tabs)	Dose Pack	steroid	21	$17.57
Medroxyprogesterone (tabs)	10mg	progestin, hormonal therapy	10	$16.41
Meloxicam (tabs)	7.5mg	NSAID	90	$23.40
Meloxicam (tabs)	15mg	NSAID	90	$23.48
Metformin ER (tabs)	500mg	type 2 diabetes	180	$10.00
Metformin (tabs)	1000mg	type 2 diabetes	180	$10.00
Metronidazole (tabs)	500mg	GI, vaginal infections, bacterial vaginosis	21	$19.60
Metoprolol Succinate (tabs)	25mg	hypertension; heart rate control; b-blocker	90	$24.00
Metoprolol Succinate (tabs)	50mg	hypertension; heart rate control; b-blocker	90	$24.00
Miconazole (Cream)	1 box/7 days	topical antifungal	1 box	$13.25
Mometasone Cream	0.1%	medium potency topical steroid	114gm tube	$54.69
Montelukast (tabs)	10mg	allergies, asthma	90	$33.19
Moxifloxacin eye (drops)	0.50%	antibiotic	1 bottle	$23.41
Mupirocin (ointment)	2%	Skin infections	22-30gm tube	$18.46
Naproxen (tabs)	500mg	NSAID	60	$19.65
Nifedipine ER (tabs)	60mg	hypertension; heart rate control; Ca Ch blocker	60	$23.14

Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
Nifedipine ER (tabs)	60mg	hypertension; heart rate control; Ca Ch blocker	90	$28.62
Nitrofurantoin (caps)	100mg	antibiotic, uti's	14	$19.88
Norethindrone EE (low dose)	1/20	Hormone	3 pack	$28.90
Norethindrone EE (medium dose)	1.5/30	Hormone	3 pack	$46.20
Norethindrone (progesterone only)	35 mcg	Hormone	3 pack	$24.00
Nystatin (cream)		topical antifungal	30gm tube	$18.74
Nystatin (oral solution)		thrush	200mL	$9.28
Omeprazole (tabs)	20mg	PPI, gERD, ulcers	90	$24.77
Ondansetron (tabs)	4mg	anti-emetic	30	$47.65
Ondansetron (tabs)	8mg	anti-emetic	30	$47.65
Pantoprazole (tabs)	40mg	PPI, gERD, ulcers	90	$29.62
Penicillin VK (tabs)	500mg	antibiotic	28	$18.70
Permethrin (cream)		anti-infective	(1) 60gm tube	$30.79
Pioglitazone (tabs)	15mg	type 2 diabetes	90	$32.11
Pioglitazone (tabs)	30mg	type 2 diabetes	90	$39.46
Polyethyleneglycol (powder)		laxative	510gm	$23.22
Potassium Cl (tabs)	10meq	potassium replacement	90	$12.77
Potassium Cl (tabs)	20meq	potassium replacement	90	$47.66
Prednisone (tabs)	5mg	oral steroid	30	$6.95
Prednisone (tabs)	10mg	oral steroid	30	$6.83
Prednisone (tabs)	20mg	oral steroid	30	$7.17
Progesterone (generic Prometrium) (caps)	100mg	progestin, hormonal therapy	30	$21.70
Promethazine (tabs)	25mg	antihistamine, antinausea	30	$10.40
Promethazine DM (syrup)	6.25mg/15mg/ 5mL	antitussive	120mL	$19.11
Propranolol (tabs)	10mg	hypertension; heart rate control; b-blocker, headaches	90	$21.70
Propranolol (tabs)	20mg	hypertension; heart rate control; b-blocker, headaches	90	$23.59
Propranolol (tabs)	40mg	hypertension; heart rate control; b-blocker, headaches	90	$23.70
Ropinirole (tabs)	1mg	hypertension; heart rate control; b-blocker, headaches	90	$24.00
Saline Mist (nasal spray)		nasal saline	45mL	$2.98
Sertraline (tabs)	25mg	SSRI, depression	90	$26.01
Sertraline (tabs)	50mg	SSRI, depression	90	26.01
Sertraline (tabs)	100mg	SSRI, depression	90	$9.12
Silver Sulfadiazine (cream)	1%	topical antibiotics, burns	50gm tube	$22.85
Simvastatin (tabs)	10mg	statin: hyperlipidemia	90	$24.00
Simvastatin (tabs)	20mg	statin: hyperlipidemia	90	$24.00
Simvastatin (tabs)	40mg	statin: hyperlipidemia	90	$24.00
Simvastatin (tabs)	80mg	statin: hyperlipidemia	90	$36.25
Sotalol (tabs)	80mg	anti-arrhythmic	90	$28.51
Spironolactone (tabs)	50mg	hypertension, edema	90	$24.00
Spironolactone (tabs)	100mg	hypertension, edema	90	$38.00
Sulfamethoxazole/Trimethoprim (tabs)	800/160mg	sulfa antibiotic	20	$15.28

Name of drug/type	Dose	Medication use and/or class	QTY/amount	Cost FY25
Tamsulosin (caps)	0.4mg	benign prostatic hyperplasia	90	$30.04
Terbinafine (tabs)	250mg	tinea, onchomycosis	90	$38.53
Trazodone (tabs)	50mg	depression, sleep	90	$10.00
Trazodone (tabs)	100mg	antidepressant, serotonin modulator	90	$10.00
Trazodone (tabs)	150mg	antidepressant, serotonin modulator	90	$10.00
Triamcinolone (cream)	0.1%	moderate potency topical steroid	80gm tube	$20.46
Triamcinolone (ointment)	0.1%	moderate potency topical steroid	80gm tube	$20.99
Norgestimate/ethinyl estradiol (gen Tri Sprintec) (tabs)	Per pkg	Hormone	3 packs	$24.00
Valacyclovir (tabs)	500mg	Antiviral	20	$19.12
Valacyclovir (tabs)	1000mg	Antiviral	20	$23.59
Valsartan (tabs)	80mg	hypertension	90	$41.23
Valsartan (tabs)	160mg	hypertension	90	$42.01
Valsartan (tabs)	320mg	hypertension	90	$44.80
Valsartan/HCTZ (tabs)	160/12.5mg	hypertension	90	$42.76

Total Cost $: 4,150.45

Company Name	Walmart Pharmacy
Mailing Address	1501 S. Range line Rd.
City, State, Zip	Joplin, MO 64804
Signature	
Printed Name	Trenton Patton
Telephone	479-445-2097
E-mail	Trenton.patton@walmart.com

MBE _____ WBE _____

MARK BID ENVELOPES: "BID #2025-RFP-05-2; Pharmacy Services 10:00 A.M., February 17, 2025"

PHARMACEUTICAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the **City of Joplin, Missouri**, a Municipal Corporation, hereinafter referred to as "City", and **ScriptClaim Systems LLC**, a Missouri limited liability company, hereinafter referred to as "ScriptClaim Systems" on this _____ day of _____, 2025.

W I T N E S S E T H

WHEREAS, City through its Health Department provides pharmaceutical services to certain eligible residents of the City of Joplin, Missouri; and

WHEREAS, ScriptClaim Systems operates a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations; and

WHEREAS after competitive bids, ScriptClaim Systems, in the opinion of City, submitted the best proposal to act as the City's pharmaceutical provider.

NOW, THEREFORE, in exchange for valuable consideration, each received from the other, the parties do hereby agree as follows:

1. **Term.** The term of this Agreement shall be for one (1) year commencing on or about April 1, 2025 and continuing to and until March 31, 2026. It shall be extended, one year at a time up to a maximum of five (5) years unless either party shall give sixty (60) days prior written notice of termination, or, unless ScriptClaim Systems is in breach of this Agreement pursuant to the provisions of Paragraph 6 herein.

2. **Compensation.** As and for compensation for the services provided herein, City will reimburse ScriptClaim Systems for prescriptions filled in accordance with the Bid Specifications For Pharmaceutical Services and the Bid Response Form BID 2025-RFP-05-2; Pharmacy Services, submitted by ScriptClaim Systems for pharmaceuticals set forth on said Bid

Response Form, or as may be amended by formulary lists, provided by City, provided to ScriptClaim Systems, from time-to time, during the term of this Agreement.

3. **Billing and Payment Procedure.** ScriptClaim Systems shall submit a billing invoice at the end of each month for all prescriptions dispensed during that month for the Community Clinic Account. Each invoice shall list the name of the patient, the name of the prescription, the amount/dosage of the prescription, the gross price, the co-pay if any, and the net price charged to the City after reduced by the co-pay amount.

4. **Formulary Products and Price**. The products and prices listed on the BID Response Form BID 2025-RFP-05-2; Pharmacy Services, attached hereto as "Exhibit A" and incorporated herein by reference, shall be binding on both parties during the term of this Agreement. Any product or price changes to the formulary list that are to take effect in any extension term must be submitted to the City ninety (90) days before the start of any extension term, and are subject to approval by the City before such term is extended.

5. **Scope of Work.** ScriptClaim Systems shall fill only prescriptions that have been authorized by the Joplin Health Department or the Joplin residents referred by the Community Clinic and which are accompanied by the proper documentation of the same. ScriptClaim Systems shall pursue the use of generic substitution whenever possible.

6. **Termination of Agreement.** This Agreement shall immediately be terminated, if ScriptClaim Systems is no longer licensed by the State of Missouri to dispense pharmaceutical services, fails to operate a full-service pharmacy at its present location or fails to perform to the satisfaction of the City. In these cases the City may terminate the Agreement, upon ten (10) days written notice.

7. **Agreement Subject to Ratification by Council and Annual Appropriation.** This Agreement is binding upon the City of Joplin only upon acceptance by its City Council. This Agreement is subject to the normal budgetary process of the City of Joplin, and, in the event

the City of Joplin shall fail to appropriate sufficient funds to pay for the services provided by this contract, this contract shall immediately be terminated without recourse.

8. **Hold Harmless.** Each party shall hold the other harmless from any and all claims and assessments pursuant to this Agreement. The parties intend to create an independent contractor relationship and neither party may control the actions of the other.

9. **Prohibition on Assignment.** This contract and the rights granted herein may not be assigned by ScriptClaim Systems without the express written consent of the City being first obtained.

10. **Choice of Law**. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

11. **Headings**. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

12. **Entire Agreement**. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

13. **Waiver or Breach**. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

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

15. **Representations.** The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein. ScriptClaim Systems represents and warrants that it is a Missouri corporation in good standing with the State of Missouri.

16**. Record Confidentiality.** ScriptClaim Systems shall maintain strict confidentiality of all patient and client information or records supplied to it by the City or the Community Clinic, pursuant to the provisions of HIPAA (Health Insurance Portability and Accountability Act). The protected information shall include, but not be limited to all Individually Identifiable Health Information, and this shall mean information that is a subset of health information, including demographic information collected from an individual, and (i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and (1) that identifies the individual; or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Individually Identifiable Health Information includes many common identifiers (e.g. name, address, birth date, social security number). The contents of such records shall not be disclosed to anyone other than the City and the patient/client or the parent or legal guardian unless such disclosure is required by law.

17. **Work Authorization:** If the Contractor meets the definition of a business entity, as defined in Section 285.525, RSMo pertaining to Section 285.530, RSMo, the Contractor

shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services herein.

18. **Employee/Employer Relationship:** Contractor agrees that this Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Wal-Mart will be an independent contractor and not an employee for purposes including, but not limited to, the application of the Fiar Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor agrees that it shall not hold itself out as a City employee, but as an independent contractor hired by City.

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

CITY OF JOPLIN, MISSOURI

A Municipal Corporation

By: _____

City Manager of the City of Joplin

ATTEST:

_____

City Clerk

ScriptClaim Systems LLC,

A Missouri Limited Liability Company

By: _____

Date: _____

COUNCIL BILL NO. 2025-450 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a Pharmaceutical Services Agreement by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, providing generally for the utilization of Walmart and Walmart Neighborhood Market locations pharmacies as the City Health Department's pharmaceutical provider.

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

Section 1. That the Pharmaceutical Services Agreement, by and between the City of Joplin, Missouri, and ScriptClaim Systems, LLC, a MO LLC, operating a full service pharmaceutical operation at Walmart and Walmart Neighborhood Market locations, through its authorized representative, and the City of Joplin, Missouri, a true and accurate copy of said Agreement being attached hereto and incorporated herein, be and the same is hereby, approved in the current form.

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 17th day of March, 2025, by a vote of

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-605 – approving and issuing a purchase order to Central Square Technologies, LLC. for the annual subscription and software licensing fees for the ProSuite Justice Center Software.

MEETING DATE
March 17, 2025

REVIEWED BY
Director of IT: Mark Morris; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order(s) to Superion, LLC., (formerly SunGard Public Sector) to cover the annual subscription/support payment for technical activities for Public Safety (Pro Suite) for Fiscal Year 2024-25.

BACKGROUND
This is the annual support payment to cover technical upgrades and day-to-day support activities. As Superion/Central Square is the sole source for this software, there are no bids required. The amount of $215,050.22, was budgeted and approved for FY2024-25 by Council during the budget process and finalized by Council Bill 2024-514 on October 21, 2024.

FUNDING SOURCE
These payments are included in the FY 2024-25 budget of the Information Technology Dept.

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading and that this Council Bill shall have an effective date of April 08, 2025

ATTACHMENTS
CB2025-605 Ordinance; COJ ProSuite Renewal

CENTRALSQUARE

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

Renewal Order #: Q-205720
Start Date: April 9, 2025
End Date: April 8, 2026
Billing Frequency: Yearly
Subsidiary: CentralSquare Technologies, LLC

Renewal Order prepared for:
Mark Morris, IT Director
Joplin Police Department
303 E. 3rd Street
Joplin, MO 64801
417-624-0820

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

WHAT SOFTWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	1,362.26 USD
2.	Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	43.48 USD
3.	Administration PS Pro Core Annual Subscription Fee	1	828.72 USD
4.	CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	2,330.79 USD
5.	CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	5	0.00 USD
6.	CAD PS Pro Basic Paging (SMTP/Email) Interface Annual Subscription Fee	1	0.00 USD
7.	CAD PS Pro CLQ Location & Image Retrieval Core (Agency Site License) Annual Subscription Fee	1	2,110.50 USD
8.	CAD PS Pro CLQ Location & Image Retrieval Core Annual Subscription Fee	1	2,110.50 USD
9.	CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	6,992.34 USD
10.	CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	5	0.00 USD
11.	CAD PS Pro Core Annual Subscription Fee	1	3,108.50 USD
12.	CAD PS Pro E911 (ANI/ALI) Interface Annual Subscription Fee	1	0.00 USD
13.	CAD PS Pro FirstDue Interface (Export) Annual Subscription Fee	1	1,865.10 USD

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

14.	CAD PS Pro Priority SMS Paging Core (Agency Site License) Annual Subscription Fee	1	2,110.50 USD
15.	CAD PS Pro Priority SMS Paging Core Annual Subscription Fee	1	1,407.00 USD
16.	CAD PS Pro ProQA PlatinumCertified Interface (Import and Export) Annual Subscription Fee	1	3,211.30 USD
17.	CAD PS Pro RapidSOS Integration Core Annual Subscription Fee	1	527.63 USD
18.	CAD PS Pro RapidSOS LEI Integration Core (Agency Site License) Annual Subscription Fee	1	1,266.30 USD
19.	CAD PS Pro Rip and Run (Fax/Email) Interface Annual Subscription Fee	1	0.00 USD
20.	CentralSquare DEMS Annual Subscription Fee	1	17,482.50 USD
21.	Community Data Platform Annual Subscription Fee	1	0.00 USD
22.	Community Data Platform Annual Subscription Fee	1	0.00 USD
23.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	20	2,520.00 USD
24.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	17	2,142.00 USD
25.	Field Ops Subscription (for Pro Mobile users) Annual Subscription Fee	5	630.00 USD
26.	Field Training Online (Stand-Alone)– Annual Subscription Fee	1	5,276.25 USD
27.	Financial PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00 USD
28.	Financial PS Pro Core Annual Subscription Fee	1	0.00 USD
29.	Jail PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	897.80 USD
30.	Jail PS Pro Core (Agency Site License) Annual Subscription Fee	1	2,692.79 USD
31.	Jail PS Pro Core Annual Subscription Fee	1	4,559.14 USD
32.	Jail PS Pro NDEx Adapter (IB IEPD) Annual Subscription Fee	1	0.00 USD
33.	Mapping PS Pro AVL (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	2,486.17 USD
34.	Mapping PS Pro AVL (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	362.55 USD

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

35.	Mapping PS Pro AVL Playback (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	1,243.08 USD
36.	Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1	3,308.12 USD
37.	Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	5	1,234.40 USD
38.	Mapping PS Pro Core Annual Subscription Fee	1	2,205.40 USD
39.	Mobile PS Pro Accident Reporting Annual Subscription Fee	85	4,403.00 USD
40.	Mobile PS Pro Accident Reporting Annual Subscription Fee	5	259.00 USD
41.	Mobile PS Pro CAD Annual Subscription Fee	85	7,925.40 USD
42.	Mobile PS Pro CAD Annual Subscription Fee	17	1,585.08 USD
43.	Mobile PS Pro CAD Annual Subscription Fee	5	466.20 USD
44.	Mobile PS Pro Core Annual Subscription Fee	1	1,035.91 USD
45.	Mobile PS Pro eCitations Annual Subscription Fee	85	6,163.35 USD
46.	Mobile PS Pro eCitations Annual Subscription Fee	5	362.55 USD
47.	Mobile PS Pro Mapping Annual Subscription Fee	17	3,820.41 USD
48.	Mobile PS Pro Mapping Annual Subscription Fee	5	1,123.65 USD
49.	Mobile PS Pro Mapping Annual Subscription Fee	85	19,102.05 USD
50.	Mobile PS Pro NCIC Annual Subscription Fee	85	0.00 USD
51.	Mobile PS Pro NCIC Annual Subscription Fee	5	0.00 USD
52.	Mobile PS Pro Records Annual Subscription Fee	85	16,729.70 USD
53.	Mobile PS Pro Records Annual Subscription Fee	5	984.10 USD
54.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	438.80 USD
55.	Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	551.47 USD
56.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00 USD
57.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00 USD
58.	Personnel PS Pro Core (Agency Site License) Annual Subscription Fee	1	0.00 USD
59.	Personnel PS Pro Core Annual Subscription Fee	1	0.00 USD

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

60.	Portal PS Pro Attorney Case View Annual Subscription Fee	1	1,130.35 USD
61.	Portal PS Pro Community Involvement Pack Annual Subscription Fee	1	1,130.35 USD
62.	Portal PS Pro Remote CFS View Pack Annual Subscription Fee	1	1,130.35 USD
63.	PS Pro Additional Agency MULES/NCIC Interface Annual Subscription Fee	1	244.40 USD
64.	PS Pro Esri Analyst License Annual Subscription Fee	1	1,877.54 USD
65.	PS Pro Esri Server License Annual Subscription Fee	1	1,877.40 USD
66.	PS Pro MULES/NCIC Interface (Basic Queries) Annual Subscription Fee	1	4,480.54 USD
67.	PS Pro MULES/NCIC Interface (Criminal History) Annual Subscription Fee	1	407.33 USD
68.	PS Pro MULES/NCIC Interface (Warrants) Annual Subscription Fee	1	3,258.57 USD
69.	PS Pro Production GIS Virtual Server Annual Subscription Fee	1	0.00 USD
70.	PS Pro Production NCIC Virtual Server Annual Subscription Fee	1	0.00 USD
71.	PS Pro Reporting Core Annual Subscription Fee	1	0.00 USD
72.	PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	0.00 USD
73.	PS Pro Time Synchronization Interface Annual Subscription Fee	1	0.00 USD
74.	PS Pro Warm Standby GIS Virtual Server Annual Subscription Fee	1	0.00 USD
75.	PS Pro Warm Standby NCIC Virtual Server Annual Subscription Fee	1	0.00 USD
76.	Public Safety Citizen Reporting Annual Subscription Fee	1	5,250.00 USD
77.	Records PS Pro Accident Reporting Annual Subscription Fee	1	1,036.26 USD
78.	Records PS Pro Accident Reporting State-Specific Form Annual Subscription Fee	1	1,036.26 USD
79.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	124.31 USD
80.	Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	3,522.08 USD
81.	Records PS Pro Core (Agency Site License) Annual	1	372.93 USD

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

	Subscription Fee		
82.	Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	10,566.22 USD
83.	Records PS Pro Core Annual Subscription Fee	1	1,554.03 USD
84.	Records PS Pro eCitations Annual Subscription Fee	1	1,036.26 USD
85.	Records PS Pro eCitations State-Specific Form Annual Subscription Fee	1	1,036.26 USD
86.	Records PS Pro MO Crime Reporting (MIBRS) Interface Annual Subscription Fee	1	0.00 USD
87.	Records PS Pro MO STARS Interface (Import) Annual Subscription Fee	1	1,864.98 USD
88.	Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	0.00 USD
89.	Records PS Pro ShowMe Courts eCites Interface (Export) Annual Subscription Fee	1	1,864.98 USD

WHAT HARDWARE IS INCLUDED?

	PRODUCT NAME	QUANTITY	TOTAL
1.	PS Pro Production Server Annual Subscription Fee	1	10,847.81 USD
2.	PS Pro Training/Testing Server Annual Subscription Fee	1	8,269.45 USD
3.	PS Pro Warm Standby Server Annual Subscription Fee	1	9,865.77 USD

Total:	263,864.23 USD
Discount Total:	53,310.73 USD
Renewal Order Total:	215,050.22 USD

Billing Information

This is not an invoice. Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Ship To location provided by the Customer on the Renewal Order Form.

Renewal Order prepared by:
Mabel Jose Peralta
mabel.jose@centralsquare.com

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Total Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

COUNCIL BILL NO. 2025-605 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to Superion, LLC., to cover the annual support payment for the financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Council Bill 2024-514 on October 21, 2024; and establishing a date when it shall become effective.

WHEREAS, Superion, LLC (a Central Square subsidiary) has been the City's primary software provider for more than 24 years; and,

WHEREAS, in the FY2025 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to Superion covering the annual support payment for the ProSuite software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2024-2025 budgeted appropriations as adopted by Council Bill 2024-514 and reflected an appropriation in the total amount of Two Hundred Fifteen Thousand, Fifty Dollars, Twenty-two Cents ($215,050.22) for payment of support for technical activities for the Justice Center Software Suite/ProSuite.

Section 3. That this Council Bill shall have an effective date of April 08, 2025

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution No. 2025-004 A RESOLUTION amending the RULES AND REGULATIONS TO GOVERN THE TRANSACTIONS OF BUSINESS BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI by deleting Sections 2.39, 2.40, and 2.41 in their entirety and adopting new Sections 2.39, 2.40, and 2.41 in lieu thereof.

MEETING DATE
April 7, 2025

REVIEWED BY:
Peter Edwards, City Attorney; Nick Edwards, City Manager.

SUMMARY:
This Resolution regards any person desiring to speak to the Council on business included in the agenda or on a report by a Committee or staff, sets forth speaker time limits for persons desiring to speak at council meetings and exemptions upon time limitations for former council persons.

BACKGROUND:
Councilman Copple asked if there was a time limit on speaker rules for persons desiring to speak that applied to public hearings and, if so, whether former council persons are exempted from such time limitation on speaker rules.

RECOMMENDATION:
Staff recommends this Resolution be approved.

ATTACHMENTS:
Resolution No. 2025-004

PCE:vew

RESOLUTION NO. 2025-004

A RESOLUTION amending the RULES AND REGULATIONS TO GOVERN THE TRANSACTIONS OF BUSINESS BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, by deleting Sections 2.39, 2.40, and 2.41 in their entirety and adopting new Sections 2.39, 2.40, and 2.41 in lieu thereof.

WHEREAS, Section 2.04 of the City Charter states that the Council shall determine by ordinance its own rules and order of business; and

WHEREAS, the Council adopted the RULES AND REGULATIONS TO GOVERN THE TRANSACTIONS OF BUSINESS BY THE COUNCIL OF THE CITY OF JOPLIN by Ordinance No. 24025, as amended by Ordinance Nos. 24616, 24946, 76-10, 91-175, and 98-007, as well as Resolution Nos. 75-61 and 82-31; and

WHEREAS the Council desires to amend the RULES AND REGULATIONS TO GOVERN THE TRANSACTIONS OF BUSINESS BY THE COUNCIL OF THE CITY OF JOPLIN by deleting Sections 2.39, 2.40, and 2.41 in their entirety and adopting new Sections 2.39, 2.40, and 2.41 in lieu thereof.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That Section 2.39 of the "Rules and Regulations to Govern the Transactions of Business by the Council of the City of Joplin, Missouri" is hereby amended by deleting Section 2.39 in its entirety and enacting a new Section 2.39 in lieu thereof as follows:

"Section 2.39: Person Requesting to Speak.

(a) Public Hearings.

This rule shall not apply to any agenda item scheduled for a Public Hearing. Speakers shall have five (5) minutes to speak.

(b) Agenda Items.

Any person desiring to speak to the Council on business included on the agenda or on a report known to be forthcoming from a Committee or staff shall so notify the city clerk in writing prior to the start of the Council meeting at which said agenda item will be discussed. When the subject agenda item is taken up for discussion, the Mayor shall suspend Council proceedings and assign the floor in any successive order to those persons who shall have submitted a request to speak. After all such persons shall have spoken, the Council shall proceed to consider the agenda item without further interruption.

(c) Non-Agenda Items.

Any person desiring to speak to the Council on business not included on the agenda shall so notify the city clerk in writing prior to 12:00 o'clock noon on the Thursday prior to the regularly scheduled council meeting at which they wish to speak and shall be afforded a place upon the agenda by the city clerk under the topic, "Citizens Request and Petitions". Any person desiring to speak to the Council on business not included on the agenda who shall fail to notify the clerk in writing prior to 12:00 o'clock noon on the Thursday prior to a regularly scheduled council meeting at which they wish to speak shall be assigned by the city clerk a place on the agenda under the topic, "New Business"."

Section 2. That Section 2.40 of the "Rules and Regulations to Govern the Transactions of Business by the Council of the City of Joplin, Missouri" is hereby amended by deleting Section 2.40 in its entirety and enacting a new Section 2.40 in lieu thereof as follows:

"Section 2.40: Person Speaking – Time Limited.

(a) Any person requesting to speak to the Council in any single meeting shall be limited to not more than five (5) minutes speaking time on each separate agenda item and one non-agenda item. Should the speaker yield to a question from a Councilmember, the time yielded shall not be included in the five minutes. The balance of the speaker's time is non-transferable. A speaker must be present to address Council with their comments. If a speaker is unable to attend they may email their written comments to the City Council for review.

(b) Upon the request of any individual Councilmember, the speaker's time shall be extended for one minute.

(c) After the speaker's time has expired, the speaker may no longer speak on the item, unless requested or questioned by a Councilmember."

(d) If more than ten (10) persons sign up to speak on an issue, the speaking time for each person shall be limited to three (3) minutes per person.

(e) Former City Councilmembers are exempt from the five (5) minute time limit.

Section 3. That Section 2.41 of the "Rules and Regulations to Govern the Transactions of Business by the Council of the City of Joplin, Missouri" is hereby amended by deleting Section 2.41 in its entirety and enacting a new Section 2.41 in lieu thereof as follows:

"Section 2.41: Decorum.

(a) Intent.

Council meetings shall be conducted in an orderly manner to ensure that the deliberative process of the Council is retained at all times and that the public has a full opportunity to be heard.

(b) Persons Addressing the Council.

Public oral communications at Council meetings should not be a substitute for any item that can be handled during the normal working hours of the municipal government. The primary purpose of oral communications is to allow citizens the opportunity to formally communicate with the Council as a whole, for matters that cannot be handled during the regular working hours of the municipal government.
Any person requesting to speak to the Council shall address the Council. The speaker shall not address City staff or members of the public unless authorized to do so by the Mayor or a majority of the Council.

Council meetings are not a public forum. Each person who addresses the Council shall do so in an orderly manner and shall not make personal attacks, impertinent, slanderous, or profane remarks to any member of the Council, staff, or the general public. Any person who makes such remarks, or who utters loud, threatening, personal, or abusive language, or engages in any other disorderly conduct which disrupts, disturbs, or otherwise impedes the orderly conduct of any Council meeting shall, at the discretion of the Mayor or a majority of the Council, be barred from further audience before the Council during that meeting and expelled by the sergeant-at-arms.

Speakers should not expect Council members to comment on or respond to their comments directly during the meeting. However, the Mayor or a majority of the Council may request that the City Manager's office follow up with a speaker after the meeting or provide additional information to the Council at a later date.

(c) Members of the Audience.

No person in the audience at a Council meeting shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language, whistling, stamping of feet, or other acts which disturb, disrupt, or otherwise impede the orderly conduct of any Council meeting. Any person who conducts himself in the aforementioned manner shall, at the discretion of the Mayor or a majority of the council, be barred from further audience before the Council during that meeting and expelled by the sergeant-at-arms.

Security Procedures. No oversized bags or backpacks will be allowed inside the council chambers. All bags are subject to search."

Section 4. That this Resolution shall be in full force and effect for all regular and special Council meetings, and any budget or work sessions if there is a posted public comment period, commencing after the adoption of this Resolution.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____

Holly Nagy, City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Resolution 2025-005

MEETING DATE
April 7, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
A. Resolution 2025-005, **B**. Missouri Executive Order 25-03

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Resolution designates the City of Joplin as a Blue Shield City. Program Description: A Blue Shield designation recognizes and supports local government's efforts to enhance public safety, foster law enforcement support, and encourage community partnerships relative to public safety.

BACKGROUND
Governor Kehoe has established this program to recognize communities that are committed to combatting crime. One step in the application process to become a Blue Shield Program participant is to pass a Resolution acknowledging the City as a Blue Shield community.

Once approved as a Blue Shield Participant, the city will be eligible for grant funding that is available only to program participants.

FUNDING SOURCE
NA

RECOMMENDATION

Staff recommends adoption of this resolution.

RESOLUTION NO. 2025-005

A RESOLUTION demonstrating the City of Joplin's commitment to public safety, including a commitment to reduce violent crime within its jurisdiction.

WHEREAS, law enforcement is essential for the safety and security of Joplin's citizens, communities, and visitors; and

WHEREAS, engagement between the community and law enforcement plays a critical role in reducing crime by fostering trust between residents and law enforcement; and

WHEREAS, local participation in widespread initiatives cultivates a sense of collective responsibility, trust, and ownership; and

WHEREAS, community buy-in and accountability plays a significant role in influencing criminal activity within a community; and

WHEREAS, City of Joplin is committed to enhance public safety and foster law enforcement programs to lower crime within the community.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the Joplin City Council is committed to public safety and reducing violent crime within the City of Joplin.

Section 2. That the City of Joplin is committed to meeting the requirements and criteria of the Blue Shield Program as set forth in Executive Order 25-03.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

APPROVED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 7th day of April, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Roschelle Forsythe, Assistant City Clerk

EXECUTIVE ORDER 25-03

WHEREAS, law enforcement is essential for the safety and security of Missouri's citizens, communities, and visitors; and

WHEREAS, engagement between the community and law enforcement plays a critical role in reducing crime by fostering trust between residents and law enforcement; and

WHEREAS, local participation in widespread initiatives cultivates a sense of collective responsibility, trust, and ownership; and

WHEREAS, public safety is the responsibility of communities at large – not just sworn peace officers, and requires commitment from local leaders; and

WHEREAS, community buy-in and accountability plays a significant role in influencing criminal activity within a community; and

WHEREAS, a local government's commitment to enhance public safety, foster law enforcement support, and encourage community partnerships related to public safety are worth encouraging, supporting, and recognizing.

NOW, THEREFORE, I, MIKE KEHOE, GOVERNOR OF THE STATE OF MISSOURI, by virtue of the authority vested in me by the Constitution and the laws of the State of Missouri, hereby order the following:

1. **Establishment of the Blue Shield Program**: I hereby establish the **"Blue Shield Program"**, a statewide initiative to recognize local governments that are committed to public safety within their community.
2. **Directive to the Department of Public Safety:** The Missouri Department of Public Safety shall administer the Blue Shield Program.
3. **Program Description:** A Blue Shield designation recognizes and supports a local government's efforts to enhance public safety, foster law enforcement support, and encourage community partnerships relative to public safety.
4. **Eligibility:** Local governments that meet the following criteria may be eligible for the Blue Shield Program, as reviewed and approved by the Department of Public Safety:
    - The local government's governing body has passed a resolution demonstrating its commitment to public safety, including a commitment to reduce violent crime within its jurisdiction;
    - The local government has made extraordinary investments in public safety in the last five years, or has included extraordinary funding for public safety in the current budget;
    - The community has active community policing initiatives in place or has partnered with local stakeholders in a joint effort to invest in and/or improve public safety in a significant way;
    - The local government's law enforcement agency has a police officer recruitment and retention program;
    - The local government has demonstrated effectiveness in reducing crime or created innovative programs that attempt to reduce crime;
    - The local government's law enforcement agency participates in regional anti-crime task forces, or has a demonstrated commitment to be a willing partner with them in the future; and
    - The local government's law enforcement agency is in compliance with at least the following statutes: sections 43.505, 43.544, 590.030, 590.650.3, 590.700, and 590.1265, RSMo.

The Director of the Department of Safety may establish additional requirements for local government participation in the program.

Applications for the Blue Shield Program shall be submitted to the Department of Public Safety and include documentation of how the local government has met all of the aforementioned requirements. The local government should also include a summary of their law enforcement agency's recent accomplishments and goals for both the coming year and upcoming five years.

5. **Reporting and Accountability:** Any local government that receives a Blue Shield designation shall submit a brief report annually to the Department of Public Safety that describes the local government's dedication to public safety and law enforcement over the past year and its goals for the coming year. If the Department of Public Safety determines a local government no longer meets the requirements of the program, the department may withdraw the designation from the local government. The use of the program insignia is limited to currently active local governments and the Department of Public Safety. If a local government is no longer eligible for the program, they shall cease using the program insignia.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Missouri, in the City of Jefferson, on this 13th day of January, 2025.

MIKE KEHOE
GOVERNOR

ATTEST:

DENNY HOSKINS
SECRETARY OF STATE

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2025- 350, Building Regulations

MEETING DATE
April 7, 2025

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with USA Demolition to remove the structures, and any remaining debris including foundation and footings located at 2722 E Rolla St.

BACKGROUND
The above listed address was "tagged" as a dangerous building on August 21, 2024. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 7, 2025, an advertisement for bids was published in the Joplin Globe with bids being received on March 21, 2025, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Clay Cole	$18,500.00
B&D Yardbuilders	$17,897.00
USA Demolition	$7,950.00
Nelson Enterprises	$15,000.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2024-25 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to USA Demolition for $7,950.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2025- 350, Photograph of Property, Bid Tabulation


COUNCIL BILL 2025-350
2722 E ROLLA ST
03/21/2025


03/21/2025


03/21/2025


03/21/2025

CLOSING DATE:	21-Mar-25	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Hadley/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	2722 Rolla St

COMPANY	BIDS
B & D Yardbuilders	$17,897.00
Clay Cole	$18,500.00
Nelson's Enterprises	$15,000.00
USA Demolition	$7,950.00

COUNCIL BILL NO. 2025-350 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 2722 E Rolla St. in the City of Joplin, Missouri, for Seven Thousand Nine Hundred Fifty dollars ($7,950.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with USA Demolition in the amount of Seven Thousand Nine Hundred Fifty dollars ($7,950.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 2722 E Rolla St.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 2722 E Rolla St.

ALL OF LOTS NUMBERED ONE HUNDRED EIGHTY-FOUR (184) THRU AND INCLUDING ONE HUNDRED EIGHTY- SEVEN (187) AND ALL OF LOTS NUMBERED ONE HUNDRED NINTY-SEVEN (197) THROUGH AND INCLUDING ONE HUNDRED NINTY-NINE (199) IN ROYAL HEIGHTS ADDITION TO THE CITY OF JOPLIN., JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2025, by a vote of _____.

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2025-351, Building Regulations

MEETING DATE
April 7, 2025

REVIEWED BY
Building Regulations-Bryan Wicklund, Director of Planning, Development & Neighborhood Services-Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, City Manager- Nicholas Edwards

SUMMARY
This council bill approves the contract by and between the City of Joplin and with Nelson Enterprises to remove the structures, and any remaining debris including foundation and footings located at 302 S Connor Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on March 31, 2022. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On March 7, 2025, an advertisement for bids was published in the Joplin Globe with bids being received on March 21, 2025, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

Nelson Enterprises	$10,000.00
B&D Yardbuilders	$19,759.00
Clay Cole	$25,500.00

A Special Tax Bill will be issued after the demolition is completed. The Special Tax Bill acts as a lien against the property until it is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE
These payments are included in the FY 2024-25 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Nelson Enterprises for $10,000.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

ATTACHMENTS
Council Bill No. 2025- 351, Photograph of Property, Bid Tabulation


COUNCIL BILL 2025-351
302 S CONNOR AVE
2025/01/21


2025/01/21





CLOSING DATE:	21-Mar-25	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Jeff Hadley/Jo Anne Mergenthaler
Demolition of All Structures		LOCATION:	302 S Connor Ave

COMPANY	BIDS
B & D Yardbuilders	$19,759.00
Clay Cole	$25,500.00
Nelson's Enterprises	$10,000.00
USA Demolition	$0.00

COUNCIL BILL NO. 2025-351 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson Enterprises for the demolition of the structure(s) and clearing of a lot located at 302 S Connor Ave. in the City of Joplin, Missouri, for Ten Thousand dollars ($10,000.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Enterprises in the amount of Ten Thousand dollars ($10,000.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 302 S Connor Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 302 S Connor Ave.

ALL OF LOTS NUMBERED THIRTY-TWO (32) & THIRTY-THREE (33) IN GRAYS SECOND ADDITION TO THE CITY OF JOPLIN., JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

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

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-512 – Approving a budget amendment for FY 2025

MEETING DATE
April 7, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-512 Ordinance; Schedule "A"

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

SUMMARY
This Council Bill amends the adopted 2024-2025 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is an explanation for the items in Schedule A:

- Amending the Public Safety Use Tax budget by $6,000.00 for minor building modifications at the Justice Center for the Flex Platoon. The Flex Platoon requires securable offices. These modifications will result in secured offices for this task force.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $6,000.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

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

COUNCIL BILL NO. 2025-512 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2024-151 on October 21, 2024, which estimated revenues and appropriated funds for the fiscal year 2024-2025; and,

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing appropriations by the total amount of Six Thousand Dollars and No Cents ($6,000.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

Section 2. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2024-2025 ADOPTED BUDGET
7-Apr-25

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
101	Public Safety Sales Tax Fund					
				$	-	
	Police Use Tax	101-5522-510-8010	Building Improvements			6,000
	Total Public Safety Sales Tax Fund			$	-	6,000
	Grand Total			$	-	6,000

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-114 – Agreement for an Out-of-Town Sewer Service

MEETING DATE
April 7, 2025

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2025-114 Ordinance; Agreement for Out-of-Town Sewer Service; Exhibit Map; Exhibit (Ordinance 93-126)

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

SUMMARY
This Council Bill will approve an agreement with Cedar Crest Investment, LLC for sewer service to property located at 4500 South Rangeline Road in the Village of Leawood, MO.

BACKGROUND
Cedar Crest Investment, LLC (Developer) owns property located within the present corporate limits of the Village of Leawood, MO. Public sewer infrastructure currently runs across the referenced property. The Developer desires that the City of Joplin treat the sewage from this property, and the City of Joplin has agreed to accept the sewage in exchange for payment of permit fees, connection fees and fees for the treatment and collection of the sewage. City staff have created an Agreement for Sewer Service (attached) which allows the Developer to connect to the sanitary sewer collection system. Because this property lies within the Village of Leawood, there is no clause requiring annexation into the City of Joplin. Approving this Agreement is consistent with the goal of the sanitary sewer department to provide sanitary sewer service to as many homes and businesses as possible.

FUNDING SOURCE
Sewer Permits will be paid by the Developer.

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

COUNCIL BILL NO. 2025-114 **ORDINANCE NO**

AN ORDINANCE approving an agreement with Cedar Crest Investment, LLC, to provide sanitary sewer to property located at 4500 South Rangeline Road, authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

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

Section 1. That the said agreement by and between the City of Joplin and Cedar Crest Investment, LLC to provide sanitary sewer to property located at 4500 South Rangeline Road, a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That this Council Bill shall have an effective date of April 22, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

AGREEMENT FOR OUT-OF-TOWN SEWER SERVICE

THIS AGREEMENT is made and entered into this _____ day of _____, 20_____ , by and between Cedar Crest Investment, LLC, a Missouri Limited Liability Company (hereinafter referred to as "Grantee"), and the Village of Leawood, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Leawood"), and the City of Joplin, Missouri, a Missouri Municipal Corporation (hereinafter referred to as "Grantor"). Grantor's mailing address is 602 S. Main St., Joplin, MO 64801.

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

ALL OF LOTS NUMBERED SIXTEEN (16) AND SEVENTEEN (17) IN LEAWOOD HEIGHTS SUBDIVISION IN THE VILLAGE OF LEAWOOD, NEWTON COUNTY, MISSOURI. ACCORDING TO THE PLAT THEREOF.

WHEREAS, Leawood does not have the resources to treat the sewage of and from the property; and

WHEREAS, Grantee and Leawood desire that Grantor treat sewage of and from the property upon the terms, conditions, and considerations hereinafter set forth.

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

1. Connection to Joplin Public Sewer System. Grantee shall, at its expense, cause its sewage collection system on and from the Property to be connected to the City of Joplin Public Sewer System at such place or places as required by Grantor. Grantee shall, at its expense, obtain any and all necessary easements for connection of its sewage

collection system to the Joplin Public Sewer System. Grantee shall comply with any and all requirements of Ordinance 93-126, attached hereto and incorporated by reference as Exhibit A.

2. Sewage Collection System. Grantee shall, at its expense, provide a sewage collection system on and from the Property, and any City of Joplin Public Sewer System extension required by Grantor, all of which are to be constructed by Grantee in accordance with the following requirements:
    a. Grantee shall submit the plans and specifications for its sewage collection system for review by Grantor. Grantee shall not proceed unless Grantor has approved its plans and specifications.
    b. If Grantee's plans and specifications are approved by Grantor, Grantee shall, at its expense, record with the county recorder of deeds, any and all easements obtained pursuant to paragraph 1 herein. Grantee shall provide Grantor with proof of said recording.
    c. Grantee shall obtain any and all necessary permits for construction of its sewage collection system and connection to the City of Joplin Public Sewer System.
    d. During any and all construction, an engineering firm or engineer registered in Missouri, hereinafter referred to as "engineer," shall inspect and supervise said construction. Engineer shall, upon completion of construction, give approval and recommendation of acceptance of the construction by Grantee with a copy thereof to be given to Grantor. Grantee shall also provide Grantor with drawings of the sewage collection system and connection to the Joplin Public Sewer System as constructed, in the standard format(s) required by Grantor at that time.
    e. Grantee shall obtain any necessary inspections and permits, and pay all necessary fees associated with connecting its sewage collection system to the Joplin Public Sewer System prior to any such connection.
    f. Grantee and Leawood shall comply with the City of Joplin Code of Ordinances at all times.
3. Discharge Requirements. Grantee and Leawood must comply with the discharge requirements of the City of Joplin Code of Ordinances at all times.

4. Maintenance and Repair of the Property's Collection System. Leawood shall, at its expense, maintain and repair the Property's sewage collection system and connection to the City of Joplin Public Sewer System. Maintenance and repair may be performed by Leawood to the reasonable satisfaction of Grantor, or, at the request of Leawood, by Grantor. However, in no event shall Grantor be obligated to perform maintenance or repair. If performed by Grantor, maintenance and repair shall be upon the following terms:
    a. Leawood shall pay Grantor a charge equal to the hourly wage rates multiplied by the hours of work for personal performing the maintenance and repairs, plus 34 percent for supervision and employee fringe benefits. The hourly wage rates are defined as the rates adopted by ordinance by the Joplin City Council for employees of Joplin. In addition, the hourly rate for vehicles and equipment used shall be charged to Leawood, said amount to be separately negotiated upon an annual basis, and such rates shall not exceed those charged for similar equipment in Joplin, and further, the actual cost of materials furnished and services performed by subcontractors of Joplin shall not exceed the amount charged to Joplin for such materials or subcontractor services.
    b. Leawood shall designate a primary and secondary representative to coordinate maintenance and repairs.
5. Rates for Service. Grantee shall be assessed fees for sewer service pursuant to the rates established by Section 118-202 of the City of Joplin Code of Ordinances.
6. Payment Schedule. Grantee and Leawood shall pay Grantor for any fees assessed pursuant to paragraphs 5 or 6 herein within 30 days of invoice.
7. Amendments. The covenants and obligations herein contained are the full and complete terms of this agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this agreement.
8. Binding Effect. This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, legal representatives, successors, and assignees, and shall be binding in the event of the death or legal disability of the parties.

9. Compliance with Applicable Laws. Grantee and Leawood shall comply with all laws, including state statutes and municipal ordinances.
10. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.
11. Governing Law. It is mutually understood and agreed that this agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.
12. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.
13. Indemnification. Grantee and Leawood hereby assume all risk of, and responsibility for, and agrees to indemnify and save harmless Grantor, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Grantor, its agents or employees, or Grantee, its agents or employees, or Leawood, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this agreement.
14. Severability. The clauses of this agreement are independent and several and should any part or portion of this agreement be adjudicated to be void, this finding shall have no effect upon the remaining body of the agreement, and it shall remain in full force and effect.
15. Waiver. Grantor's rights under this agreement shall not be affected by its prior failure to require the performance by Grante or Leawood, nor shall the waiver by Grantor of a breach of any term hereof constitute a waiver of any succeeding breach of the same or any other term or constitute a waiver of the term itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this agreement.

16. Termination. Grantor may terminate this agreement upon the failure of Grantee or Leawood to comply with the terms of this agreement or any amendments thereto after sixty (60) days notice by Grantor to Grantee or Leawood.
17. Effective Date. This agreement shall be in full force and effect after passage of appropriate ordinances by Leawood and Grantor.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____ , 202_____.

CITY OF JOPLIN

_____

BY: Nick Edwards
City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

VILLAGE OF LEAWOOD

_____

BY:
ITS:

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney

CEDAR CREST INVESTMENT, LLC

_____

Cedar Crest Investment, LLC

By: TJ Gandhi

Its: Managing Member

STATE OF MISSOURI)

) ss.

COUNTY OF JASPER)

Now on this _____day of _____, 2025 before me, a Notary Public, personally appeared TJ Gandhi, to me personally known, who being by me duly sworn did say that he is the Managing Member of Cedar Crest Investment, LLC, a Missouri Limited Liability Company, and that the seal affixed to the forgoing instrument is the seal of said Limited Liability Company and that said instrument was signed and sealed in behalf of said Limited Liability Company by authority of its Members and said TJ Gandhi acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____

Notary Public (Type or Print Name)

My Commission Expires:



CB 2025-114 EXHIBIT MAP

COUNCIL BILL NO. 93-140 ORDINANCE NO. 93-126

AN ORDINANCE approving an agreement for the provision of wastewater treatment between the City of Joplin, Missouri, and the Village of Leawood, Missouri, a Municipal Corporation, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, and containing an emergency clause.

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

Section 1. That the Agreement for Wastewater Treatment by and between the City of Joplin, Missouri, and the Village of Leawood, Missouri, a Municipal Corporation, a true and accurate copy of the same being attached hereto and the same is hereby approved.

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

Section 3. That this Ordinance dealing with the general health and safety of the citizens of the City of Joplin, Missouri, is an emergency within the meaning of Section 2.12(1) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 16TH day of AUGUST, 1993.

Mayor

ATTEST:

Mary C. Davis
City Clerk

APPROVED AS TO FORM:

City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of August, 1993 by and between the city of Joplin, Missouri, a municipal corporation, hereinafter designated as "Joplin," and the Village of Leawood, Missouri, a municipal corporation, hereinafter designated as "Leawood."

WHEREAS, Joplin and Leawood are contiguous along certain portions of their respective corporate boundaries; and

WHEREAS, Joplin has constructed and operates a waste water collection and treatment system; and

WHEREAS, Joplin desires to construct and operate sanitary sewer lines within Leawood, and has requested the consent of Leawood therefor; and

WHEREAS, Leawood desires to consent to the construction and operation by Joplin of such sewer lines within the corporate boundaries of Leawood, provided that residents of Leawood are afforded the opportunity to utilize such sewer lines when constructed; and

WHEREAS, Joplin has agreed that upon completion of such sewer lines, residents of Leawood will have the opportunity to utilize such sewer lines; and

WHEREAS, Joplin has requested the consent of Leawood to the exercise by Joplin of the power of eminent domain within the corporate boundaries of Leawood for the purpose of obtaining necessary easements for the construction of such sewer lines; and

WHEREAS, Leawood has agreed to consent to the exercise of such power of eminent domain by Joplin, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of each party contained herein, the parties hereto agree as follows:

1. Definitions. The following terms as used in this Agreement shall have the meanings as set forth below:

a. "Sewer Easement" shall mean, collectively, the easement(s) obtained by Joplin within Leawood for construction of the "Sewer Main."

b. "Sewer Main" shall mean, collectively, the sanitary sewer line(s) to be constructed by Joplin within the Sewer Easement.

c. "Sewage Collection System" shall mean a sewage collection system as defined in paragraph 5 of this Agreement.

d. "Abutting Owners" shall mean those owners of property within Leawood (i) whose property is subject to the Sewer Easement, or (ii) who own at least fifty (50) lineal feet of property which abuts the Sewer Easement, and (iii) any future owner of any portion of such property.

e. "Leawood Residents" shall mean, any individual, corporation, association or other entity, public or private, within Leawood.

2. Representations. Each party represents that it has full and complete authority pursuant to all applicable local and state laws and ordinances, including the ordinances of Joplin and Leawood, to enter into and to perform its respective obligations under this Agreement, and each party hereby agrees to indemnify, defend and hold harmless the other party from and against any breach of the foregoing representation and warranty; provided, however, that the consent given herein by Leawood to the exercise by Joplin of the power of eminent domain within the corporate boundaries of Leawood is not a representation or warranty that the exercise of such power is lawful or enforceable, but evidences only the consent by Leawood to the exercise of such power by Joplin.

3. Consent by Leawood. Leawood hereby consents to the use by Joplin of dedicated public utility easements located within

the corporate boundaries of Leawood. Leawood hereby further consents to the acquisition by Joplin of the Sewer Easement and the construction, operation and maintenance of the Sewer Main within the Sewer Easement on the conditions set forth below and elsewhere in this Agreement:

a. Joplin will submit the preliminary plans for each portion of the Sewer Main to Leawood for approval by the Board of Trustees of Leawood (the "Board"). The Board will not unreasonably withhold or delay such approval; provided, however, that if the Board shall determine that the proposed plans will materially and adversely affect the present or future use and development of the property in question, the orderly development of the property within Leawood or the health and welfare of the residents of Leawood, then the withholding of approval by the Board shall be deemed reasonable. The amount of compensation to be offered to any property owner or the cost of design and construction of the Sewer Main shall not be deemed to be reasonable cause to deny approval. If the Board shall fail to notify Joplin of its approval or disapproval of any such plans within 45 days of submission of such plans to Leawood, such plans shall be deemed approved.

b. At such time as Leawood shall notify Joplin that it has approved the proposed plans for any portion of the

Sewer Main, such approval shall be deemed to be consent by Leawood to the acquisition of the Sewer Easement over the property in question.

c. Joplin agrees to extend to each owner of property an offer to purchase the necessary easement rights for the fair market value of such easement rights, based upon a comparison of the value of such property before and after the proposed grant of easement rights, as determined by a certified, independent appraiser.

d. If Joplin shall be unable to obtain any portion of the Sewer Easement by purchase after having made an offer in accordance with paragraph (c) above, and shall notify Leawood of such fact, then, upon such notification, Leawood shall be deemed to have consented to the acquisition of such portion of the Sewer Easement by Joplin's exercise of the power of eminent domain, for that property only. Joplin acknowledges and agrees that Leawood shall not be required to become a party to any action in condemnation, or to expend any sum of money in connection with such action.

e. Joplin acknowledges and agrees that the approval by Leawood as set forth in paragraph (a) above shall be a pre-condition to the exercise by Joplin of the rights granted in paragraphs (b) and (c) above, and the making of

an offer to purchase in accordance with paragraph (c) above shall be a pre-condition to the consent of Leawood in paragraph (d) above.

4. Connection by Abutting Owners. Each Abutting Owner shall have the right to connect to the Sewer Main upon the following conditions:

a. Securing a permit from Joplin by paying a permit fee in the amount that is then in effect for residents of Joplin, plus the sum of $20. Such connection shall be inspected by Joplin.

b. Payment to Joplin of a connection fee in the amount of $1,000 for each separate connection;

c. Such Abutting Owner must be a customer of Missouri-American Water company;

d. All connections must be accomplished in accordance with the Joplin Plumbing Code in force and existence at the time of such connection; and

e. No such connection may in any way be connected to a septic tank.

The right granted herein to Abutting Owners shall run with the land of such Abutting Owners, and shall extend to any future owner of any portion of the land owned by an Abutting Owner.

5. Sewage Collection Systems. Residents or owners of property in Leawood may provide their own Sewage Collection Systems, which may be connected to the Sewer Main on the conditions set forth below and elsewhere in the Agreement:

a. The plans and specifications of each Sewage Collection System shall be designed by a registered engineer and approved by all appropriate agencies of Joplin, the State of Missouri and the United States. Joplin shall be provided a complete set of original design drawings of the Sewage Collection System and a reproducible set of drawings of the Sewage Collection System as constructed.

b. Sewage Collection Systems must be constructed at a point designated by the Joplin Director of Public Works for connection to the Sewer Main. The Sewage Collection System shall comply in all respects with Chapter 35, Sewers, Joplin City Code, as amended. During construction, there shall be inspection and supervision by an engineering firm or a registered engineer, and upon completion of construction, such firm or engineer shall provide a written approval and recommendation of acceptance of the construction of the

Sewage Collection System by the Leawood Residents, with a copy provided to Joplin.

c. All connections of Sewage Collection Systems to the Sewer Main shall be accomplished in accordance with the Joplin Plumbing Code in force and existence at the time such connection is actually made. Before any such connection may be accomplished, there must first be secured from Joplin a permit, and such connection shall be inspected by Joplin, and no permit shall be issued until Joplin has been paid a fee in the amount that is then in effect for residents of Joplin, plus the sum of $20. All such permits shall be obtained from the appropriate office of Joplin, which shall collect the connection and inspection fees which are customary for such connections.

d. All Leawood Residents utilizing a Sewage Collection System must be customers of the Missouri-American Water Company.

e. No connection to the Sewer Main may in any way be connected to any septic tank.

6. Maintenance of Sewage Collection System. Maintenance, repair and cleaning of a Sewage Collection System may be performed either by Leawood Residents, to the reasonable

satisfaction of the director of Public Works of Joplin, or, upon request by Leawood Residents, such work may be performed by Joplin. If performed by Joplin, it shall be upon the following conditions:

a. The Leawood Residents shall pay to Joplin a charge equal to the "hourly wage rates" multiplied by the hours of work for personnel performing the maintenance, repair and cleaning, plus thirty-four percent (34%) for supervision and employee fringe benefits. The "hourly wage rates" are defined as the rates adopted by ordinance by the Joplin City Council for employees of Joplin. In addition, the hourly rate for vehicles and equipment used shall be charged to the Leawood Residents, said amount to be separately negotiated upon an annual basis, and such rates shall not exceed those charged for similar equipment to residents of Joplin, and, further, the actual cost of materials furnished and the services performed by subcontractors of Joplin shall not exceed the amount charged to Joplin for such materials or subcontractor services within Joplin.

b. The Leawood Residents connected to each Sewage Collection System shall designate a primary and a secondary representative to coordinated repairs and maintenance to be made, unless such requirement is waived by Joplin. Notwithstanding any such waiver by Joplin, Joplin agrees

that upon request of the Leawood Residents, Joplin will continue to coordinated repairs and maintenance with such designated representative(s).

c. Joplin hereby grants to any resident of Leawood the right to connect to or utilize a Sewage Collection System. No other persons who are not residents of Leawood may connect to or utilize a Sewage Collection System which is connected to the Sewer Main without the express written permission of Joplin being first obtained.

7. Sewage Collection System Rules. As a condition of the connection of any Sewage Collection System to the Sewer Main, Joplin may require that Leawood adopt and enforce rules and regulations for the operation of a Sewage Collection System, such rules and regulations to be subject to approval by Joplin, the appropriate agencies in the State of Missouri, including the Missouri Clean Water Commission, and the appropriate agencies of the United States, including the United States Environmental Protection Agency. Rules and regulations which are substantially in the form of rules and regulations adopted by Joplin for the operation of similar systems shall be deemed satisfactory by Joplin. The provisions of this paragraph shall not apply to the connection to the Sewer Main by any Abutting Owner.

8. Charges for Services. The parties agree that Joplin shall charge, bill and collect monthly sewage treatment charges from Leawood Residents connected to the Sewer Main, in accordance with Exhibit A attached hereto, and as follows:

a. The cost of maintenance, repair and cleaning of any Sewage Collection Systems, if performed by Joplin, shall be billed to the Leawood Residents utilizing such Sewage Collection Systems.

b. The monthly basic service charge by Joplin to a Leawood Resident or, when applicable, to other persons utilizing a Sewage Collection System within Leawood, shall be adjusted annually by Joplin, to reflect the increase or decrease of the cost to Joplin for which the original rate was computed, based upon the Report of Cost for Transporting and Treating Waste Water for the City of Joplin, Missouri, 1992 through 1993, prepared by Allgeier, Martin & Associates, consulting engineers in Joplin, Missouri. Such charge may also include an additional monthly charge which shall represent each Leawood Resident's "proportionate share" of the following:

(i) Depreciation of existing equipment and facilities, including treatment plants, pumping and collection systems and lift stations;

(ii) New facilities expenses;

(iii) The cost of operation and maintenance, and the cost of wastewater treatment;

(iv) Purchase of replacement equipment as needed or required by Unites States Environmental Protection Agency and/or Missouri Department of Natural Resources Grant Application;

(v) Future expansion and growth of the wastewater treatment system of Joplin; and

(vi) A contingency fund for unforeseen expenses and those expenses actually incurred by Joplin in the operation of Joplin's wastewater treatment system, other than set forth above.

c. The term "proportionate share" as used in paragraph (b) above shall mean a pro rata share per Leawood Resident for the expenses listed in paragraph (b) above, which shall be calculated in the same manner as the proportionate share of such expenses paid by residents of Joplin.

d. The cost for monthly service per family dwelling unit, commercial or industrial use shall be established on each anniversary date of this Agreement. In the event that cost studies performed or obtained by Joplin show an increased cost for treatment of sewage due to the utilization of Joplin's system by Abutting Owners or Sewage Collection Systems, Joplin shall notify Leawood and all Leawood Residents utilizing Joplin's system by mailing a copy of said cost study to Leawood and to each Leawood Resident, and beginning the following month, the rates charged by Joplin shall be increased by an amount equal to the cost increase shown by such cost study plus the additional charges described above. Notwithstanding anything set forth herein, at no time during the term of this Agreement shall the charges to Leawood Residents be less than the charges for such services to similar residents or businesses in Joplin, nor shall such charges exceed similar charges to residents or businesses of Joplin by more than fifteen percent (15%).

e. Joplin shall collect all monthly charges from Leawood Residents in accordance with this paragraph 8 and is authorized to collect the same form Leawood Residents by all regular lawful means; provided, however, that if any such Leawood Resident shall fail to pay part of all of such charges for more than thirty (30) days after such

payment shall become delinquent, such Leawood Resident shall pay to Joplin the amount then delinquent plus the late fee required to be paid by Joplin residents. All payments, including payment for maintenance and cleaning, shall be paid by the fifteenth day of the month following the date of billing.

9. Term. This Agreement shall be and remain in full force and effect until December 31, 1998, and shall be automatically renewed thereafter for successive periods of one (1) year each, unless terminated by either party. Either party may terminate this Agreement upon one (1) year prior written notice, specifying the date of termination. Notwithstanding the foregoing, termination of this Agreement shall not affect or diminish the rights of any Leawood Resident then connected to and utilizing the Sewer Main, whether as an Abutting Owner or through a Sewage Collection System, and such Leawood Residents shall be entitled to continue utilizing the wastewater treatment system of Joplin, in accordance with the terms of this Agreement; and provided, further that any such termination shall not effect the right of an Abutting Owner, or any future owner of any portion of the land of an Abutting Owner, to connect to the Sewer Main upon the conditions herein set forth. Any resident or owner of property in Leawood which, at the time of giving of notice of termination by either party, shall have initiated the process described

herein to obtain connection to the Sewer Main, shall have the right to complete such process and connection.

10. Reciprocal Grant by Joplin. Joplin acknowledges and agrees that because of the position of the corporate boundary between Joplin and Leawood, it may be necessary for Leawood to extend sanitary sewer lines through property within the corporate boundaries of Joplin in order to connect certain residents of Leawood to a Sewage Collection System or to other wastewater treatment facilities within Leawood. In recognition of this situation, and in consideration for the rights granted to Joplin herein, Joplin hereby grants to Leawood the right to obtain easements for the construction, operation and maintenance of sanitary sewer lines within the corporate boundaries of Joplin, by purchase or by exercise of the power of eminent domain, which shall be under the same terms and conditions as set forth in paragraph 3 of this Agreement. The parties agree that in the event that Leawood shall elect to exercise such right, the parties will cooperate, in good faith, in obtaining such easement rights for Leawood.

11. Nature of Agreement, Indemnification and Hold Harmless. This Agreement contemplates that Joplin shall undertake the design, construction, and maintenance of the Joplin sewer main or mains within the Village of Leawood. As such, Joplin shall indemnify, defend and hold harmless Leawood, and the Board of

Trustees of Leawood and the members thereof and Leawood's employees from and against any and all claims, liabilities, damages, costs or expenses, including the cost of defense, incurred by or asserted against such parties for injury or damage to person or property arising out of the construction, operation or maintenance of the sewer main or mains by Joplin or the exercise of any other right granted herein to Joplin. In case any such claim shall be asserted against Leawood, Joplin agrees upon notice thereof from Leawood to defend such claim by counsel employed by Joplin.

12. Effective Date. This Agreement shall be in full force and effect on the date that both Joplin and Leawood shall have passed appropriate and ordinances to adopt the terms of this Agreement, and shall have executed this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto as of the dates indicated.

ATTEST:

Mary C. Davis
City Clerk

Approved as to form:

City Attorney

ATTEST:

Clerk

CITY OF JOPLIN

BY: Leonard Wood
City Manager

Date: 9-2-93

VILLAGE OF LEAWOOD, MISSOURI

BY: Patrick T. Doody
Chairman, Board of Trustees

Date: 8/13/93

WP28/LEAW0001.AGREEMENT

3/11/92

PROPOSED OUT OF TOWN SEWER RATES

Based on the preliminary report on anticipated sewerage system costs prepared by Allgeier, Martin and Associates, and dated February, 1992, we propose the following sewer rates for out of town users:

Rates based on 5,600 gallons per month residential; 13,000 gallons per month small commercial; and 50,000 gallons per month large commercial/ industrial.

1) Residential.

a) Calendar Years 1992 and 1993 Rate
$10.08 + 5.6(0.533) + $1(billing) = $14.10/Mo.

b) Calendar Year 1994 Rate
$10.48 + 5.6(0.55) + $1(billing) = $14.60/Mo.

c) Calendar Year 1995 Rate
$10.90 + 5.6(0.58) + $1(billing) = $15.15/Mo.

2) Small Commercial.

a) Calendar Years 1992 and 1993 Rate
$10.08 + 13(0.533) + $1(billing) = $18.00/Mo.

b) Calendar Year 1994 Rate
$10.48 + 13(0.55) + $1(billing) = $18.75/Mo.

c) Calendar Year 1995 Rate
$10.90 + 13(0.58) + $1(billing) = $19.50/Mo.

3) Large Commercial/Industrial (minimum charge).

a) Calendar Years 1992 and 1993 Rate
$10.08 + 50(0.533) + $1(billing) = $37.75/Mo.

b) Calendar Year 1994 Rate
$10.48 + 50(0.55) + $1(billing) = $39.00/Mo.

c) Calendar Year 1995 Rate
$10.90 + 50(0.58) + $1(billing) = $41.00/Mo.

All over 50,000 gallons per month shall be charged the appropriate rate per 1,000 gallons.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-115 Construction Agreement between the City of Joplin and G&G Construction Co. Inc. for construction services on the Turkey Creek Wastewater Treatment Plant (WWTP) Trickling Filter Media Installation project.

MEETING DATE
April 7, 2025

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2025-115 Ordinance; Agreement; Bid Summary; Location Map

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

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with G&G Construction Co. Inc. in the amount of Two Million Nine Hundred Fifty Thousand Five Hundred and 00/100 Dollars ($2,950,500.00) for construction services on the Turkey Creek WWTP Trickling Filter Media Installation project.

BACKGROUND
Trickling Filter Towers are a vital part of the treatment process at the Turkey Creek Wastewater Treatment Facility. The towers are a fixed film biological process that provides the majority of the biological treatment. Continued discharge of acceptable effluent and compliance with regulatory agencies depends on this process. The filter media currently in use at the Turkey Creek plant was installed in 1985 making it 40 years old. The life expectancy of the PVC filter media is typically 20 years. While still in operation, preventive replacement of this critical infrastructure is necessary. During the Budget process in Fiscal Year 2023-2024 the replacement of the media was approved, and the design was completed. The media has been procured, and delivery will be coordinated with the installation contractor. This agreement consists of the removal and disposal of existing media and installation of new media. In accordance with the City of Joplin's procurement policies, a request for bid proposal was advertised in the Joplin Globe on February 22nd, 2025, and bids were received by the City on March 18th, 2025. One bid was received. That bid was submitted by G&G Construction Co. Inc. The bid was lower than the engineer's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Sanitary Sewer Fund.

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading,

COUNCIL BILL NO. 2025-115 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with G&G Construction Co. Inc. in the amount of Two Million Nine Hundred Fifty Thousand Five Hundred and 00/100 Dollars ($2,950,500.00) for construction services on the Turkey Creek Wastewater Treatment Plant (WWTP) Trickling Filter Media Installation project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this ordinance shall become effective.

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

Section 1. That the City enter into an agreement with G&G Construction Co. Inc. in the amount of Two Million Nine Hundred Fifty Thousand Five Hundred and 00/100 Dollars ($2,950,500.00) for construction services on the Turkey Creek Wastewater Treatment Plant Trickling Filter Media Installation project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

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

Section 4. That upon its passage this Council Bill shall have an effective date of April 22nd, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2025, by a vote of_____.

_____

ATTEST: Keenan Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2025-115

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

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND G&G Construction Co. Inc.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: G&G Construction Company, Inc Address: 641 E. Java Street Carthage, MO 64836	
Attention:		Attention: Curtis Garner	
Department:		Phone: 417-358-7898	Fax: 417-358-7699
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: Turkey Creek WWTP Trickling Filter Media Installation	

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:

TURKEY CREEK WWTP TRICKLING FILTER MEDIA INSTALLATION

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 365 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

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

City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

As of January 1, 2025, 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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 Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) 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. 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 $2,950,500.00 conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects. By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights, or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

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

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

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

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

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees, or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Bid Form
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond

h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. 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 Two Million Nine Hundred Fifty Thousand Five Hundred DOLLARS ($2,950,500.00), said amount being subject to any approved addenda or change order.

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

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

19. Assignment. 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. 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. Contractor shall procure and maintain during the life of this contract:

a. If 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. 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. 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. 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: 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

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

BID SUMMARY

PROJECT: Turkey Creek WWTP Trickling Filter Media Installation

DATE OF BID OPENING: May 18th, 2025 @ 10:00 am

CONTRACTOR	BID
G&G Construction Co. Inc.	$ 2,950,500.00
Engineer's Estimate	$ 3,000,000.00



Drawing1.dwg

CITY OF Joplin

CITY OF JOPLIN, MISSOURI
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

ADDRESS: 602 S MAIN ST 64801
PH NO: 417-624-0820 EXT 530
FAX NO: 417-625-4738
E-MAIL: JCRUZ@JOPLINMO.ORG

REV DATE:	REVISION:
03/25	PROJECT CHECK

SVYD BY:
PNT FILE:
SVY DATE:
ENGINEER: CRUZ

ACAD DWG FILE & PATH NAME: STREET\00000000\00000000
SCALES: HORZ: 1" = 200'
VERT: 1" = 20'

DWN BY: STAFF
CKD BY: JOHNSON
APD BY: JOHNSON
DATE: 00/2018

PROJECT
Trickling Filters

PLAN NO: 0000
SHEET
00 of 00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-610– Vehicle Lease Agreement.

MEETING DATE
April 7, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
A. Roper KIA Agreement*, **B**. 2025-RFP-11, **C**. Council Bill 2025-610 **D**. KIA Bid Proposal Response

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the agreement between Roper KIA and the City of Joplin to provide lease vehicles for the purpose of criminal investigation operations .

BACKGROUND
This allows for leasing of undercover vehicles that was approved in the normal budgetary process by Ordinance 2024-151 on October 21, 2024. This agreement is for a period of three years, at a total cost of $44, 836.20, which amounts to $14,945.33 per year.

*Vehicle make and model redacted on Lease Agreement to maintain anonymity in operations.

FUNDING SOURCE
These payments are included in the FY 2024-25 Police Budget approved by the Council.

RECOMMENDATION
Staff recommends adoption of this Council Bill on 2nd and 3rd reading.

KIA Finance

DEAL# 536919
CUST# 6031

ARKANSAS / MISSOURI MOTOR VEHICLE LEASE AGREEMENT

Lease Date: 03/27/2025

Call us toll-free at (866) 331-5632

1. PARTIES AND VEHICLE DESCRIPTIONS

LESSEE:

Lessee: CITY OF JOPLIN
Billing Address: 602 S MAIN ST (Address)
JOPLIN (City) MO (State) (County) 64801-2316 (Zip)

CO-LESSEE:

Co-Lessee: N/A
Address: ☐ Check box if same as Lessee
N/A (Address)
N/A (City) N/A (State) N/A (County) N/A (Zip)

LEASED VEHICLE:

☒ New ☐ Used
[redacted] (Year) [redacted] (Make) [redacted] (Model)
[redacted] (Odometer) [redacted] (VIN:)

☐ If checked, the Vehicle's primary intended use is for a Business, Commercial or Agricultural purpose.

LESSOR (Dealer):

Dealer: ROPER KIA
Address: 320 NORTH HODGDON RD (Street Address)
JOPLIN (City) MO (State) (County) 64801 (Zip)

GARAGING ADDRESS:

☐ Check box if same as Lessee's Billing Address
☐ Check box if same as Co-Lessee's Address
N/A (Street Address – No P.O. Boxes)
N/A (City) N/A (State) N/A (County) N/A (Zip)

DESCRIPTION OF TRADE-IN VEHICLE

N/A (Year) N/A (Make) N/A (Model)

Gross Agreed Upon Trade-in Allowance ..... $ N/A
Outstanding Prior Credit or Lease Balance (To Be Paid by Dealer/Lessor) ..... $ N/A
Net Trade-in Allowance (if less than 0, then enter 0) ..... $ N/A

Lessee and Co-Lessee ("you," "your" and together the "Lessee") each agree to lease the Leased Vehicle described above, including all equipment, parts and accessories (the "Vehicle") from Lessor ("we," "us" and "our") according to the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). Each of you who executes this Lease will be individually liable to us for all Lease obligations and for the entire amount owing under this Lease. After you sign this Lease, we will assign it to Hyundai Lease Titling Trust ("HLTT") and the terms "Assignee," "we," "us" and our" will refer to HLTT and its agents or to any subsequent assignee.

Single Payment Lease ☐ (check if applicable)

FEDERAL CONSUMER LEASING ACT DISCLOSURES

2. AMOUNT DUE AT LEASE SIGNING OR DELIVERY (Itemized below)*

$ 2473.57

3. MONTHLY PAYMENTS or SINGLE PAYMENT

A. Your first Monthly Payment of $ 430.96 is due on 03/27/2025 followed by 35 payments of $ 430.96 due on the 26th of each month, beginning on 04/26/2025.

B. The Total of your Monthly Payments is $ 15514.56.

C. Your Single Payment of $ N/A is due on N/A.

4. OTHER CHARGES (Not part of your Monthly Payment or Single Payment)

A. Turn-in Fee (if you do not purchase the Vehicle) .... $ 400.00

B. N/A ..... $ N/A

C. Total ..... $ 400.00

5. TOTAL OF PAYMENTS (The amount you will have paid by the end of the Lease)

$ 17957.17

6. *ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY

A. Amount Due at Lease Signing or Delivery:

(1)	Capitalized Cost Reduction	$ 2000.00
(2)	Sales/Use Tax on Capitalized Cost Reduction	$ N/A
(3)	First Monthly Payment	$ 430.96
(4)	Single Payment	$ N/A
(5)	Refundable Security Deposit	$ N/A
(6)	Acquisition Fee	$ N/A
(7)	Initial License, Title and Registration Fees	$ 42.61
(8)	Sales/Use Tax	$ N/A
(9)	N/A	$ N/A
(10)	N/A	$ N/A
(11)	N/A	$ N/A
(12)	TOTAL	$ 2473.57

B. How the Amount Due at Lease Signing or Delivery will Be Paid:

(1)	Net Trade-in Allowance	$ N/A
(2)	Rebates and Noncash Credits	$ 2000.00
(3)	Amount to Be Paid in Cash	$ 473.57
(4)	N/A	$ N/A
(5)	TOTAL	$ 2473.57

KIA Finance

DEAL# 536925
CUST# 6031

ARKANSAS / MISSOURI MOTOR VEHICLE LEASE AGREEMENT

Lease Date: 03/27/2025

Call us toll-free at (866) 331-5632

1. PARTIES AND VEHICLE DESCRIPTIONS

LESSEE:

Lessee: CITY OF JOPLIN

Billing Address: 602 S MAIN ST (Address)

JOPLIN (City) MO (State) (County) 64801-2316 (Zip)

CO-LESSEE:

Co-Lessee: N/A

Address: ☐ Check box if same as Lessee

N/A (Address)

N/A (City) N/A (State) N/A (County) N/A (Zip)

LEASED VEHICLE:

☒ New ☐ Used

[redacted] (Year) [redacted] (Make) [redacted] (Model)

00 (Odometer) [redacted] (VIN)

☐ If checked, the Vehicle's primary intended use is for a Business, Commercial or Agricultural purpose.

LESSOR (Dealer):

Dealer: ROPER KIA

Address: 320 NORTH HODGDON RD (Street Address)

JOPLIN (City) MO (State) (County) 64801 (Zip)

GARAGING ADDRESS:

☐ Check box if same as Lessee's Billing Address

☐ Check box if same as Co-Lessee's Address

N/A (Street Address – No P.O. Boxes)

N/A (City) N/A (State) N/A (County) N/A (Zip)

DESCRIPTION OF TRADE-IN VEHICLE

N/A (Year) N/A (Make) N/A (Model)

Gross Agreed Upon Trade-in Allowance ..... $ N/A

Outstanding Prior Credit or Lease Balance (To Be Paid by Dealer/Lessor) ..... $ N/A

Net Trade-in Allowance (if less than 0, then enter 0) ..... $ N/A

Lessee and Co-Lessee ("you," "your" and together the "Lessee") each agree to lease the Leased Vehicle described above, including all equipment, parts and accessories (the "Vehicle") from Lessor ("we," "us" and "our") according to the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). Each of you who executes this Lease will be individually liable to us for all Lease obligations and for the entire amount owing under this Lease. After you sign this Lease, we will assign it to Hyundai Lease Titling Trust ("HLTT") and the terms "Assignee," "we," "us" and our" will refer to HLTT and its agents or to any subsequent assignee.

Single Payment Lease ☐ (check if applicable)

FEDERAL CONSUMER LEASING ACT DISCLOSURES

2. AMOUNT DUE AT LEASE SIGNING OR DELIVERY (Itemized below)*

$ 1491.40

3. MONTHLY PAYMENTS or SINGLE PAYMENT

A. Your first Monthly Payment of $ 398.79 is due on 03/27/2025 followed by 35 payments of $ 398.79 due on the 26th of each month, beginning on 04/26/2025.

B. The Total of your Monthly Payments is $ 14356.44.

C. Your Single Payment of $ N/A is due on N/A.

4. OTHER CHARGES (Not part of your Monthly Payment or Single Payment)

A. Turn-in Fee (if you do not purchase the Vehicle) .... $ 400.00

B. N/A ..... $ N/A

C. Total ..... $ 400.00

5. TOTAL OF PAYMENTS (The amount you will have paid by the end of the Lease)

$ 15849.05

6. *ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY

A. Amount Due at Lease Signing or Delivery:

(1)	Capitalized Cost Reduction	$ 1050.00
(2)	Sales/Use Tax on Capitalized Cost Reduction	$ N/A
(3)	First Monthly Payment	$ 398.79
(4)	Single Payment	$ N/A
(5)	Refundable Security Deposit	$ N/A
(6)	Acquisition Fee	$ N/A
(7)	Initial License, Title and Registration Fees	$ 42.61
(8)	Sales/Use Tax	$ N/A
(9)	N/A	$ N/A
(10)	N/A	$ N/A
(11)	N/A	$ N/A
(12)	TOTAL	$ 1491.40

B. How the Amount Due at Lease Signing or Delivery will Be Paid:

(1)	Net Trade-in Allowance	$ N/A
(2)	Rebates and Noncash Credits	$ 1050.00
(3)	Amount to Be Paid in Cash	$ 441.40
(4)	N/A	$ N/A
(5)	TOTAL	$ 1491.40

KIA Finance

DEAL# 536924
CUST# 6031

ARKANSAS / MISSOURI MOTOR VEHICLE LEASE AGREEMENT

Lease Date: 03/27/2025

Call us toll-free at (866) 331-5632

1. PARTIES AND VEHICLE DESCRIPTIONS

LESSEE:

Lessee: CITY OF JOPLIN

Billing Address: 602 S MAIN ST (Address)

JOPLIN (City) MO (State) (County) 64801-2316 (Zip)

CO-LESSEE:

Co-Lessee: N/A

Address: ☐ Check box if same as Lessee

N/A (Address)

N/A (City) N/A (State) N/A (County) N/A (Zip)

LEASED VEHICLE:

☒ New ☐ Used

[redacted] (Year) [redacted] (Make) [redacted] (Model)

11 (Odometer) [redacted] (VIN)

☐ If checked, the Vehicle's primary intended use is for a Business, Commercial or Agricultural purpose.

LESSOR (Dealer):

Dealer: ROPER KIA

Address: 320 NORTH HODGDON RD (Street Address)

JOPLIN (City) MO (State) (County) 64801 (Zip)

GARAGING ADDRESS:

☐ Check box if same as Lessee's Billing Address

☐ Check box if same as Co-Lessee's Address

N/A (Street Address – No P.O. Boxes)

N/A (City) N/A (State) N/A (County) N/A (Zip)

DESCRIPTION OF TRADE-IN VEHICLE

N/A (Year) N/A (Make) N/A (Model)

Gross Agreed Upon Trade-in Allowance ..... $ N/A

Outstanding Prior Credit or Lease Balance (To Be Paid by Dealer/Lessor) ..... $ N/A

Net Trade-in Allowance (if less than 0, then enter 0) ..... $ N/A

Lessee and Co-Lessee ("you," "your" and together the "Lessee") each agree to lease the Leased Vehicle described above, including all equipment, parts and accessories (the "Vehicle") from Lessor ("we," "us" and "our") according to the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). Each of you who executes this Lease will be individually liable to us for all Lease obligations and for the entire amount owing under this Lease. After you sign this Lease, we will assign it to Hyundai Lease Titling Trust ("HLTT") and the terms "Assignee," "we," "us" and our" will refer to HLTT and its agents or to any subsequent assignee.

Single Payment Lease ☐ (check if applicable)

FEDERAL CONSUMER LEASING ACT DISCLOSURES

2. AMOUNT DUE AT LEASE SIGNING OR DELIVERY (Itemized below)*

$ 1642.49

3. MONTHLY PAYMENTS or SINGLE PAYMENT

A. Your first Monthly Payment of $ 449.88 is due on 03/27/2025 followed by 35 payments of $ 449.88 due on the 26th of each month, beginning on 04/26/2025.

B. The Total of your Monthly Payments is $ 16195.68.

C. Your Single Payment of $ N/A is due on N/A.

4. OTHER CHARGES (Not part of your Monthly Payment or Single Payment)

A. Turn-in Fee (if you do not purchase the Vehicle) .... $ 400.00

B. N/A ..... $ N/A

C. Total ..... $ 400.00

5. TOTAL OF PAYMENTS (The amount you will have paid by the end of the Lease)

$ 17788.29

6. *ITEMIZATION OF AMOUNT DUE AT LEASE SIGNING OR DELIVERY

A. Amount Due at Lease Signing or Delivery:

(1)	Capitalized Cost Reduction	$ 1150.00
(2)	Sales/Use Tax on Capitalized Cost Reduction	$ N/A
(3)	First Monthly Payment	$ 449.88
(4)	Single Payment	$ N/A
(5)	Refundable Security Deposit	$ N/A
(6)	Acquisition Fee	$ N/A
(7)	Initial License, Title and Registration Fees	$ 42.61
(8)	Sales/Use Tax	$ N/A
(9)	N/A	$ N/A
(10)	N/A	$ N/A
(11)	N/A	$ N/A
(12)	TOTAL	$ 1642.49

B. How the Amount Due at Lease Signing or Delivery will Be Paid:

(1)	Net Trade-in Allowance	$ N/A
(2)	Rebates and Noncash Credits	$ 1150.00
(3)	Amount to Be Paid in Cash	$ 492.49
(4)	N/A	$ N/A
(5)	TOTAL	$ 1642.49

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 2025-RFP-11

Vehicle Leasing Program for the Joplin Police Department

RFP Due Date: 08:00 A.M. March 11th, 2025

Location: City of Joplin
Police Department
303 E. 3rd Street
Joplin, MO 64801

Staff: Captain William Davis
Email: wdavis@joplinmo.org

Phone: 417-623-3131 EXT: 1446

Proposals will be received by the Joplin Police Department at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposals.

February 14th, 2025
Issue Date

NOTICE TO BIDDERS

The City of Joplin, Missouri will accept sealed bids until **8:00 A.M., Tuesday, March 11th, 2025,** at the Joplin Police Department located at 303 E. 3rd Street, Joplin, Missouri 64801 to PURCHASE the following:

Three (3) Vehicle under a Vehicle Leasing Program for the Joplin Police Department

- The Joplin Police Department lease vehicle program is intended for use is undercover investigations and surveillance.
- Joplin Police Department will require a wide selection of vehicles from which to choose.
- The vehicles must be reliable and in good condition free of mechanical or other defects.
- The supplied vehicles shall not be of the same color, make or model.
- Lease program that provides (3) vehicles that will allow personnel to exchange or replace vehicles at upon proper notice and reasoning.
- Due to the nature of the investigative and undercover work involved, the utmost discretion is required of the awarded contract.
- Vehicle repairs will be the responsibility of the awarded contractor with the exception of damage or repair needs caused by Joplin Police Department Personnel.
- Vehicle maintenance will be the responsibility of Joplin Police Department.
- Lease contract to be signed for a minimum (12) months, with extended lease term options being considered.

As a part of these specifications, the supplier shall deliver to the City of Joplin, Joplin Police Department, 303 E 3rd Street, Joplin, Missouri.

Questions regarding specifications and bid forms are available from **Captain William Davis, by calling (417) 623-3131 Ext 1446** or by writing to the address:

Joplin Police Department
ATTN: Captain William Davis
303 E. 3rd Street
Joplin, MO 64801.

Any bids received after the specified deadline will not be considered.

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

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

Finance Director
Leslie Haase

*Publication Date: **Friday, February 14th, 2025***

INSTRUCTIONS TO BIDDERS

The City of Joplin, Missouri proposes to **PURCHASE** the following:

Three (3) Vehicles under a Vehicle Leasing Program for the Joplin Police Department

All bids shall have firm-fixed F.O.B. Joplin, Missouri price and shall be honored for a minimum of ninety (90) days following the bid opening.

All bids shall be exclusive of Federal, State, and City taxes.

It is the intent of the specifications included with this bid document to generally describe the item(s) desired in sufficient detail as to secure bids on comparable items. All parts not specifically mentioned which are necessary in order for the item(s) to perform as intended shall be included. The strength, quality of workmanship, and material shall be in accordance with the best trade practices.

Specification variances, manufacturer's literature and additional information should be attached to the bid form. All blanks on the attached bid specifications shall be filled in completely and accurately. Any bid not meeting this requirement may be considered non-responsive.

Any protest or grievance must be issued in writing and delivered to the office of the Director of Finance within five (5) working days following the bid opening. Any protest filed after this time period has elapsed will not be considered.

The City encourages selection of products manufactured, assembled and/or produced in the United States, as long as the quality and price are comparable with other items bid.

Businesses which are located within the city limits of Joplin may be given preference in the awarding of a bid, providing the bid from the local business does not exceed the lowest bid by more than 3% or $2,500, whichever is less.

The City may give preference to vendors handling products that contain post-consumer recovered materials, providing the bid does not to exceed the lowest bid by more than 5% or $2,500, whichever is less.

Once the bids are reviewed and evaluated, the successful vendor will be notified, in writing, and will receive an authorized City of Joplin purchase order. Verbal acknowledgments will not be considered as official notification and will not obligate the City in any way. Delivery or performance should not be completed without the receipt of an authorized purchase order.

Minimum information to be submitted with each bid shall consist of the following:

1. Verification of Bid Specifications (with variances noted)
2. Bid Form

MARK BID ENVELOPES: "BID #2025-RFP-11; Vehicle Leasing Program for the Joplin Police Department, 08:00 A.M., Tuesday, March 11th, 2025"

Questions concerning the specifications and bidding procedures should be directed to **Captain William Davis (417) 623-3131 Ext 1446.**

SPECIFICATIONS

SPECIFICATION DETAIL VARIANCE

1. Supplier shall deliver to the City of Joplin.

2. Vehicle(s) shall be fully serviced and ready to operate at time of delivery.

3. The awarding bid will be based on the total grand price.

CITY OF JOPLIN, MISSOURI
BID PROPOSAL RESPONSE FORM

Three (3) Vehicles under a Vehicle Leasing Program for the Joplin Police Department

Vehicle 1- Year, Make, Model, Color, Current Mileage:_____

_____

Vehicle 2- Year, Make, Model, Color, Current Mileage:_____

_____

Vehicle 3- Year, Make, Model, Color, Current Mileage:_____

_____

Total BID PRICE: $_____

Estimated Completion Time following receipt of purchase order: _____ days

COMPANY NAME:_____

ADDRESS:_____

_____

Police Department Addresses:
Joplin Police Department
ATTN: Captain William Davis
303 E 3rd ST.
JOPLIN MO. 64801

MARK BID ENVELOPES: "BID #2025-RFP-11; Vehicle Leasing Program for the Joplin Police Department, 08:00 A.M., Tuesday, March 11th, 2025"

COUNCIL BILL NO. 2025-610 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into a lease agreement with Roper KIA in the amount of Fourteen Thousand Nine Hundred Forty-Five Dollars and Thirty-Three Cents ($14,945.33) for the purpose of leasing three (3) vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

WHEREAS, Roper KIA submitted the winning bid for three (3) leased vehicles in response to RFP number 2025-RFP-11; and,

WHEREAS, in the FY 2024-2025 budget process, the Council approved and budgeted funds to procure three (3) lease vehicles for the purpose of criminal investigation operations by Ordinance 2024-151 on October 21, 2024.

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

Section 1. That the Lease Agreement between the City of Joplin and Roper KIA, for the lease of three (3) vehicles, a true and accurate copy of said Lease Agreement being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

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

Section 3. That this ordinance shall become effective on April 22, 2025.

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

_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN, MISSOURI
BID PROPOSAL RESPONSE FORM

Three (3) Vehicles under a Vehicle Leasing Program for the Joplin Police Department

Vehicle 1- Year, Make, Model, Color, Current Mileage: 150

[redacted] 36 payments of 431.14

Vehicle 2- Year, Make, Model, Color, Current Mileage: 158

[redacted] 36 payments of 379.19

Vehicle 3- Year, Make, Model, Color, Current Mileage: 150

[redacted] 36 payments of 435.12

Total BID PRICE: $ 44,836.20 lease for 3 cars For 3 years

Estimated Completion Time following receipt of purchase order: 10 days

COMPANY NAME: Roper KIA

ADDRESS: 320 N Hodgon Rd Joplin MO 64801

Police Department Addresses:
Joplin Police Department
ATTN: Captain William Davis
303 E 3rd ST.
JOPLIN MO. 64801

MARK BID ENVELOPES: "BID #2025-RFP-11; Vehicle Leasing Program for the Joplin Police Department, 08:00 A.M., Tuesday, March 11th, 2025"

Total Bid price is based on 10K mil-s a year lease
Amount is total payments for all three combined For 3years of leasing

With approved credit leasing through kia Motors Finance