JOPLIN CITY COUNCIL
REGULAR MEETING AMENDED AGENDA
MONDAY, MAY 16, 2022
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.
This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Annual Audit Presentation

      Documents:

      JOPLIN 2021.PDF

   2. NLC Service Line Presentation

      Documents:

      MISSOURI PRESENTATION 2021.PDF
      STAFF REPORT- JOPLIN-MO-2021.PDF
      STATE LEAGUE ENDORSEMENT LETTER - MISSOURI 2021.PDF
      ROYALTY 3 PRODUCT AGREEMENT - CITY OF JOPLIN-MO.PDF

   3. 2022 Cruising Presentation

      Documents:

      2022 CRUSING PRESENTATION.PDF

   4. Use Tax Committee Discussion -Rob O'Brian

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

1. Margey Upson Requested To Speak On Part 5
2. Matt Lenhart Requested To Speak On Police, Freedom, Money Pits
3. Tom Robertson Requested To Speak On Public Safety Tax/Pension
4. Brian Evans Requested To Speak On Police Fire Pay, And Proposed Remedy For This Crisis
5. David Powell Requested To Speak On Donation Credit
6. Brad Barton Requested To Speak On Donation Credit
7. Mike Seibert Requested To Speak On Donation Credit

7. **Public Hearings**
8. **Consent Agenda**
    1. Minutes Of The May 2, 2022 City Council Meeting

        Documents:

        MAY 2, 2022 MINUTES.PDF

    2. COUNCIL BILL NO. 2022-265
    AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-3 (Apartment House) and including in District C-3 (Commercial) property as described below and located at 655 S. Lavender Ln., City of Joplin, Jasper County, Missouri.

        Documents:

        CB2022-265.PDF

    3. COUNCIL BILL NO. 2022-267
    AN ORDINANCE providing the vacation of a utility easement lying on property Northeast of 2810 E Water's Edge Blvd., City of Joplin, Jasper County, Missouri.

        Documents:

        CB2022-267.PDF

9. **Resolutions**
10. **Ordinances - Emergency**
    1. COUNCIL BILL NO. 2022-001
    AN ORDINANCE approving the 2022 Labor Agreement by and between the City of Joplin, Missouri, and the Fraternal Order of Police Lodge #27; authorizing the City Manager to execute the same by and on behalf of the City; and containing an emergency clause.

Documents:

CB2022-001 LABOR AGREEMENT.PDF

2. COUNCIL BILL NO. 2022-002
AN ORDINANCE approving the 2022 Labor Agreement by and between the City of Joplin, Missouri, and the Joplin Professional Firefighters IAFF Local 59, and authorizing the City Manager to execute the same by and on behalf of the City; and, containing an emergency clause.

Documents:

CB NO. 2022-002 COJ-FIRE-IAFF LABOR AGR-05132022021703.PDF

3. COUNCIL BILL NO. 2022-123
AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Joplin Industrial Electric Inc., in the amount of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 Dollars ($186,496.00) for construction of the Murphy Boulevard High Water Automated Gates System project (TS0804); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

MURPHY BOULEVARD AUTOMATED GATES SUMMARY SHEET.PDF
COUNCIL BILL AUTOMATED GATES LOCATION MAP.PDF
BID SUMMARY.PDF
MURPHY BOULEVARD AUTOMATED GATES CB.PDF
AGREEMENT.PDF

4. COUNCIL BILL NO. 2022-357
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 327 S. St. Charles Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred dollars ($3,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2022-357 SUMMARY.PDF
CB 2022-357 BIDS.PDF
CB 2022-357 PICTURES.PDF
CB 2022-357.PDF

5. COUNCIL BILL NO. 2022-358
AN ORDINANCE approving the contract by and between the City of Joplin and D & A Demolition for the demolition of the structure(s) and clearing of a lot located at 1611 S. Missouri Ave. in the City of Joplin, Missouri, for Five Thousand Six Hundred dollars ($5,600.00); providing how the cost thereof

shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2022-358 SUMMARY.PDF
CB 2022-358 BIDS.PDF
CB 2022-358 PICTURES.PDF
CB 2022-358.PDF

6. COUNCIL BILL NO. 2022-359
AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of a lot located at 1201 S. Byers Ave. in the City of Joplin, Missouri, for Sixteen Thousand Five Hundred dollars ($16,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2022-359 SUMMARY.PDF
CB 2022-359 BID.PDF
CB 2022-359 PICTURES.PDF
CB 2022-359.PDF

7. COUNCIL BILL NO. 2022-401
AN ORDINANCE approving an Agreement with Simpson Lawn Care, Inc. for RFP 2022-06, On-Call Nuisance Lot Mowing Service, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB 2022-401 BID.PDF
CB 2022-401.PDF
CB 2022-401 SUMMARY.PDF
CB 2022-401 AGREEMENT.PDF

8. COUNCIL BILL NO. 2022-512
AN ORDINANCE Calling an Election in the City of Joplin, Missouri to authorize the levy and imposition annually for municipal purposes of a tax which shall not exceed the maximum rate of one dollar on the one hundred dollars assessed valuation; and containing an emergency clause.

Documents:

CB 2022-512 SUMMARY GENERAL PROPERTY TAX FOR PUBLIC SAFETY.PDF
CB 2022-512 ORDINANCE CALLING ELECTION FOR PROPERTY TAX

LEVY.PDF

9. COUNCIL BILL NO. 2022-513
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause.

Documents:

CB 2022-513 SUMMARY BUDGET AMENDMENT.PDF
CB 2022-513 BUDGET AMENDMENT ORDINANCE.PDF
CB 2022-513 SCHEDULE A BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2022-121
AN ORDINANCE approving an agreement and a purchase order for Five Hundred Seventy-five Thousand and 00/100 Dollars ($575,000.00) with Ace Pipe Cleaning, Inc., for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2022-121 SUMMARY SHEET - AGREEMENT AND PO-WORKORDER2022A.PDF
CB2022-121 BID SUMMARY SHEET_2022 AGREEMENT AND PO-WORKORDER2022A.PDF
CB2022-121 AGREEMENT ACEPIPE_JOPLINCONSTRUCTIONCONTRACTFORM-LOCALFUNDING2022.PDF
CB2022-121 SCHEDULE OF PAY ITEMS_2022TOOLBOXTOB_04-06-22.PDF
CB2022-121 ORDINANCE - ACEPIPE_AGREEMENT AND PO-WORKORDER2022A.PDF
CB2022-121 EXHIBIT - AGREEMENT AND PO-WORKORDER 2022A.PDF

2. COUNCIL BILL NO. 2022-122
AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

CB2022-122 - SUMMARY SHEET - AMA REHAB TOOLBOX PROJECT MGMT.PDF
CB2022-122 - ORDINANCE - AMA REHAB TOOLBOX PROJECT MGMT.PDF
WA AMA-OC22-005 04-20-2022 COMPLETE REVISED 05-09-2022.PDF

12. **Ordinances - Second Reading And Third Reading**

    1. COUNCIL BILL NO. 2022-268
       AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District R-1-PD (Single-family Residential Planned Development) property as described below and located at 3330 and 3332 N. St. Louis Ave., City of Joplin, Jasper County, Missouri.

       Documents:

       CB2022-268.PDF

13. **Unfinished Business**

14. **New Business**

    1. Confirm Boards And Commissions Appointments

    2. Vote To Go Into Closed Session, Which Shall Pertain To Leasing, Purchasing Or Sale Of Real Estate By A Public Governmental Body Where Public Knowledge Of The Transaction Might Adversely Affect The Legal Consideration Therefore As Set Forth In Section 610.021 (2) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 4:56 on this 12th day of May 2022, (RSMo 610.020)

Report to
The Honorable Mayor
and City Council

City of Joplin, Missouri



Financial and Compliance Audit

For the year ended October 31, 2021

Hood and Associates CPAs PC

Certified Public Accountants

Hood & Associates CPAs PC
Certified Public Accountants

- Serving Missouri, Kansas, Oklahoma, and Texas since 1975.
- Formally Cochran Head Vick & Co. P.C.
- Peer Review – We have been awarded the highest rating given as a result of our peer review.
- Member of-
  - American Institute of Certified Public Accountants (AICPA)
  - AICPA Government Audit Quality Center
  - AICPA Employee Benefit Plan Audit Quality Center
  - One (1) members of our governmental services audit team is a member of the GFOA Special Review Committee
  - Licensed in Missouri, Kansas, Oklahoma, and Texas

Scope of Audit

- Comprehensive Annual Financial Report
- Single Audit
- Policemen’s and Firemen’s Pension Plan Audit
- Passenger Facility Charge Audit

Our Responsibilities

Conduct our audit in accordance with Generally Accepted Auditing Standards, Government Auditing Standards, and Uniform Guidance.	
Plan and perform our audit to obtain reasonable, not absolute, assurance that the basic financial statements are free of material misstatement.	
Report on internal controls over financial reporting and compliance with laws and regulations.	

The Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA) recommends that we communicate the following matters to the Governing Board:

Illegal Acts – None came to our attention as a result of performing our audit procedures.	
Changes in Significant Accounting Policies – The City implemented Governmental Accounting Standard Board (GASB) Statement No. 84 - *Fiduciary Activities.*	
No difficulties or disagreements with management.	
Cooperation – Full access to books and records.	

Financial and Compliance Audit addresses three basic questions:

Question	Answers
Are the financial statements free of material misstatement?	We have issued an unmodified opinion that the financial statements are fairly presented in all material respects
Are internal controls over financial reporting adequately designed and operating effectively?	We did not identify any deficiencies in internal control that we consider to be material weaknesses.
Did the City of Joplin, Missouri comply, in all material respects, with the finance-related laws and regulations?	In our opinion the City of Joplin, Missouri complied in all material respects with the finance-related laws and regulations that govern their operations.

Other Management Letter Comments

Other Management Letter Comments – Contains suggestions for best practices and possible improvements in internal control noted in the conduct of the audit.

- American Rescue Plan Act Funds
- Future Accounting Pronouncements

Hood and Associates CPAs
Certified Public Accountants

We appreciate the opportunity to serve as the auditor for

the City of Joplin, Missouri

NATIONAL LEAGUE OF CITIES

CITIES STRONG TOGETHER

NLC Service Line Warranty Program Overview: Benefits to Cities & Residents

NLC Service Line Warranty Program by HomeServe

WHY CHOOSE THE NLC SERVICE LINE PROGRAM, BY HOMESERVE?

EXPERIENCE

Offering services for over 17 years

REPUTATION

4.8 out of 5 stars customer satisfaction

PARTNERSHIP

Endorsed by National League of Cities

BBB Torch Award for Marketplace Ethics

Trust · Performance · Integrity

2013 Winner
Western Pennsylvania Better Business Bureau®

2018 WINNER

BBB Torch Awards for Ethics℠

Better Business Bureau of Western PA

"The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years."



Clarence Anthony
Executive Director
National League of Cities

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NLC Service Line Warranty Program by HomeServe®

AGING INFRASTRUCTURE:
A PROBLEM FOR MUNICIPALITIES & HOMEOWNERS



- In Missouri, infrastructure upgrades over the next 20 years are estimated at $8.9 billion for drinking water and $9.6 billion for wastewater
- Lateral lines are subjected to the same elements as public lines
- Failed lines waste thousands of gallons of water and present an environmental hazard
- Common homeowner misconceptions:
  - the City is responsible for maintenance of the water and sewer lines on their property
  - repairs are covered by their homeowner's policy

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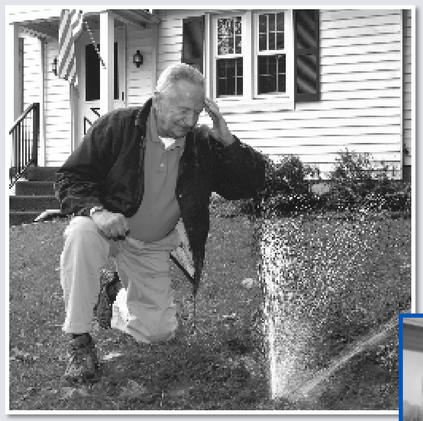
NLC Service Line Warranty Program by HomeServe

MANY HOMEOWNERS ARE UNPREPARED



78% of homeowners surveyed believe the utility provider should educate them on repairs and preventative measures



59% of homeowners surveyed have had a home repair emergency in the past year



40% 4 out of 10 Americans can't afford a $400 emergency expense (and would have to sell something, take out a loan, or use credit to cover it)

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NLC Service Line Warranty Program by HomeServe

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS



- Only service line program Endorsed by the National League of Cities & the Missouri Municipal League
- No cost for the City to participate
- Optional ongoing Revenue Stream for the City
- Free Public Awareness Campaign to educate homeowners on their lateral line responsibilities
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service

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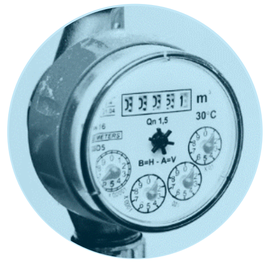
NLC Service Line Warranty Program by HomeServe

NLC SERVICE LINE WARRANTY PROGRAM & WHAT IT COVERS



SEWER/SEPTIC LATERAL COVERAGE



WATER/WELL LINE COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to $8,500 coverage per repair incident
- Includes coverage for thawing of frozen external water lines
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

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NLC Service Line Warranty Program by HomeServe

NLC SERVICE LINE WARRANTY PROGRAM & WHAT IT COVERS



INTERIOR PLUMBING AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

- Up to $3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods

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NLC Service Line Warranty Program by HomeServe

MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
- Only market by direct mail, no telemarketing
- Would never mail without your review and approval of marketing material before each and every campaign
- Limited mailing campaigns per year
- Consumer friendly marketing
- Always voluntary for the homeowner



- Consumers can enroll one of three ways:
  - Calling into our toll free number that is provided on the mailing;
  - Returning the bottom of the letter to us in the self addressed stamped envelope provided
  - Visiting our consumer website www.slwofa.com at any time

SOLUTIONS FOR MUNICIPALITIES & THEIR HOMEOWNERS



- Endorsed by the NLC/Missouri Municipal League
- More than 1000 municipal and utility partnerships
- Currently serving over 4 million customers
- Saved customers over $454 million in repair costs over the past 3 years
- Consistent customer satisfaction rating of 98%
- 9 of every 10 customers surveyed have recommended the program to friends, family and neighbors

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NLC Service Line Warranty Program by HomeServe

OVER 1000 PARTNERS, INCLUDING 40 IN MISSOURI

- *City of Clarksdale*
- *City of Kirksville*
- *City of Lebanon*
- *City of Calhoun*
- *City of Edgerton*
- *City of Lake Tapawingo*
- *City of Bella Villa*
- *City of Raytown*
- *City of Kansas City*
- *City of Wellsville*
- *City of Monett*
- *City of Adrian*
- *City of Grandview*
- *City of University City*
- *City of Moberly*
- *City of Osage Beach*
- *Village of Airport Drive*
- *City of Willard*
- *City of Odessa*
- *City of Sunset Hills*
- *City of Moscow Mills*
- *City of Winchester*
- *Village of Diggins*
- *Village of Centertown*
- *City of La Monte*
- *City of Hurley*
- *City of Wellington*
- *City of Lexington*
- *City of Jonesburg*
- *City of Town and Country*
- *City of Billings*
- *City of Waynesville*
- *City of Wellston*
- *City of Smithville*
- *City of Pine Lawn*
- *City of Kimberling City*
- *City of Canton*
- *City of Monroe City*
- *City of Lawson*
- *City of Pleasant Hill*

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NLC Service Line Warranty Program by HomeServe

HomeServe

FOR MORE INFORMATION CONTACT:

Ashley Shiwarski
Director, Business Development
724-749-1097 (office)
412-874-9454 (cell)
Ashley.Shiwarski@homeserveusa.com

Visit www.NLC.org/serviceline or www.servline.com

February | 2021

RECOMMENDATION: It is recommended that the City Council authorize the Administration, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to City Attorney review with an additional (1) year renewal.

BACKGROUND: The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC and the Missouri Municipal League, will help the City of Joplin to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The City will receive a royalty of $0.50 per product per month for the duration of the program.

COVERAGE: NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces. If concrete cutting is necessary to repair Your Exterior Water Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces. If concrete cutting is necessary to repair Your Exterior Sewer/Septic Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the City
External Water Line	$5.75	Unlimited	Unlimited Calls $8,500 Per Call	$0.50 per contract per month
External Sewer Line	$7.75	Unlimited	Unlimited Calls $8,500 Per Call	$0.50 per contract per month
In-Home Plumbing	$9.99	Unlimited	Unlimited Calls $3,000 Per Call	$0.50 per contract per month

IMPLEMENTATION: The NLC Service Line Program will utilize the City logo to brand the materials used to educate City resident/customers about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

ENROLLMENT AND BILLING: The NLC Service Line Program offers residents simple options if they choose to enroll either via mail, phone, or web. We handle all customer billing and residents can choose annual, quarterly, or monthly billing and may pay by check, direct debit/ACH, or credit card. Once we receive the enrollment application, customers receive a welcome letter which includes their service agreement terms and conditions, their payment details, a reiteration of their policy coverage, and our toll-free customer service number. Customers also receive a welcome call from customer service as an additional, personalized confirmation of the program. We handle all customer billing, and a homeowner can enroll or cancel at any time.

FINANCIAL IMPACT: No cost to the City to participate and the City would receive $0.50 per product per month royalty.

Dear Member:

The Missouri Municipal League is pleased to continue its endorsement of the National League of Cities (NLC) Service Line Warranty Program, administered by Utility Service Partners (USP). Offered at no cost to League members, the NLC Service Line Warranty Program educates homeowners about their service line responsibilities and offers affordable protection from unanticipated service line repair costs. Homeowners in participating cities and towns are eligible to purchase low-cost repair service plans for broken or leaking outside water and sewer lines, covering up to $8,500 per occurrence.

Benefits to residents and municipalities include:

- Educates homeowners and reduces local officials' frustration;
- No cost for Missouri cities and towns to participate;
- Affordable rates for residents;
- Increases citizen satisfaction.

Important features of the program:

1. USP pays for the repairs, not your residents;
2. Customers are provided with a 24/7/365 repair hotline staffed with live agents;
3. All repairs performed to local code by rigorously vetted, licensed and insured local contractors;
4. USP is responsible for all aspects of the program, including marketing, billing, customer service, and performing all repairs.

33 Missouri municipalities currently offer the program, which has saved Missouri homeowners over $4 million in repair costs over the past three years. The League has chosen to endorse USP, a HomeServe company, because of its outstanding national reputation. USP is a BBB Accredited Business with an A+ rating, and they maintain a customer satisfaction rating exceeding 98%. This is the only protection program endorsed by the National League of Cities and multiple state municipal leagues.

The Missouri Municipal League is here to assure the program works for Missouri cities and towns who participate. We encourage you to consider joining over 500 U.S. cities in adopting the NLC Service Line Warranty Program for your municipality.

Sincerely,

Dan Ross

Dan Ross
Executive Director
Missouri Municipal League

NLC NATIONAL LEAGUE OF CITIES
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NLC Service Line Warranty Program

WHY SHOULD OUR CITY offer this program?



Because aging infrastructure impacts private lines, too.

Nationwide a water main breaks every two minutes. The same elements that cause those failures also exist on your residents' private lines: age of lines, deteriorating pipe material, freezing and thawing, and ground shifting.

This program provides an optional — proactive — solution to a problem that is bound to strike your residents at some point in time.



Homeowners believe service line repairs are the municipality's responsibility.

When private service lines break or leak, many homeowners call the municipality first and are often surprised — and frustrated — to learn that the municipality can't help.

Educational awareness campaigns about homeowners' responsibility for service lines is a key component of the program.



An unexpected repair expense can be hard on a budget – and peace of mind.

Studies show that most Americans do not have enough savings to cover an emergency repair cost that could be from hundreds to as much as $3,500 or more. In addition, many can be overwhelmed by having to find a trustworthy contractor.

The program provides affordable repair plans backed by vetted, local-area contractors, keeping dollars in the local economy.

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NLC Service Line Warranty Program
by HomeServe

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Program Highlights



- The only utility line warranty program endorsed by the National League of Cities (NLC) and multiple state leagues
- Educates homeowners about their lateral line responsibilities
- Program handles all resident communications, service delivery and administration at no cost to the municipality
- Provides ongoing revenue stream to the municipality
- Reduces calls from residents to the municipality for lateral water and sewer line issues
- 24/7/365 bilingual customer service
- All repairs performed to city code by local-area, licensed contractors, keeping money in the local economy
- All materials sent to residents are pre-approved by the municipality



- **Over 750** municipal, utility and association partners across North America.
- **4.8 out of 5 stars*** customer satisfaction rating.
- Performed over **1.3 million repairs** over the last three years, saving customers over **$454 million.**

* Average repair service rating from customers surveyed via text message and email post service from January–June 2019.

2018 WINNER
BBB Torch Awards for Ethics℠
Better Business Bureau of Western PA

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NLC Service Line Warranty Program
by HomeServe

MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into by and between the City of Joplin, Missouri ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties". This Agreement shall be effective on the last signature date set forth below ("**Effective Date**").

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Property Owner**"); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license ("**License**") to use City's branding ("**Marks**"), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. Property Owner Data. If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as **"Property Owner Data"**. Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the "**Indemnifying Party**") hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: David Hertzberg
City of Joplin
602 S Main St
Joplin, MO 64801-2262
Email: dhertzbe@joplinmo.org
Phone: (417) 624-0820

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Missouri, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written below.

CITY OF JOPLIN

_____

Name:

Title:

Date:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

_____

Name: Michael Backus

Title: Chief Sales Officer

Date:

Exhibit A
NLC Service Line Warranty Program
City of Joplin
Term Sheet
November 4, 2021

I. Initial Term. Three Years.

II. License Fee. $0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
   A. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.

III. Products.
   A. External water service line plan (initially, $5.75 per month)
   B. External sewer/septic line plan (initially, $7.75 per month)
   C. Interior plumbing and drainage plan (initially, $9.99 per month)

Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed $0.50 in any 12-month period. If such adjustment shall exceed $0.50, both Parties must agree in writing.

IV. Scope of Coverage.
   A. External water service line plan:
      i. Covers Property Owner responsibility: From the meter to the external wall of the home.
      ii. Covers thawing of frozen external water lines.
      iii. Covers well service lines if applicable.
   B. External sewer/septic line plan:
      i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
      ii. Covers septic lines if applicable.
   C. Interior plumbing and drainage plan:
      i. Covers water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.

RECOMMENDATION: It is recommended that the City Council authorize the Administration, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to City Attorney review with an additional (1) year renewal.

BACKGROUND: The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC and the Missouri Municipal League, will help the City of Joplin to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The City will receive a royalty of $0.50 per product per month for the duration of the program.

COVERAGE: NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces. If concrete cutting is necessary to repair Your Exterior Water Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces. If concrete cutting is necessary to repair Your Exterior Sewer/Septic Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the City
External Water Line	$5.75	Unlimited	Unlimited Calls $8,500 Per Call	$0.50 per contract per month
External Sewer Line	$7.75	Unlimited	Unlimited Calls $8,500 Per Call	$0.50 per contract per month
In-Home Plumbing	$9.99	Unlimited	Unlimited Calls $3,000 Per Call	$0.50 per contract per month

IMPLEMENTATION: The NLC Service Line Program will utilize the City logo to brand the materials used to educate City resident/customers about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

ENROLLMENT AND BILLING: The NLC Service Line Program offers residents simple options if they choose to enroll either via mail, phone, or web. We handle all customer billing and residents can choose annual, quarterly, or monthly billing and may pay by check, direct debit/ACH, or credit card. Once we receive the enrollment application, customers receive a welcome letter which includes their service agreement terms and conditions, their payment details, a reiteration of their policy coverage, and our toll-free customer service number. Customers also receive a welcome call from customer service as an additional, personalized confirmation of the program. We handle all customer billing, and a homeowner can enroll or cancel at any time.

FINANCIAL IMPACT: No cost to the City to participate and the City would receive $0.50 per product per month royalty.

Dear Member:

The Missouri Municipal League is pleased to continue its endorsement of the National League of Cities (NLC) Service Line Warranty Program, administered by Utility Service Partners (USP). Offered at no cost to League members, the NLC Service Line Warranty Program educates homeowners about their service line responsibilities and offers affordable protection from unanticipated service line repair costs. Homeowners in participating cities and towns are eligible to purchase low-cost repair service plans for broken or leaking outside water and sewer lines, covering up to $8,500 per occurrence.

Benefits to residents and municipalities include:

- Educates homeowners and reduces local officials' frustration;
- No cost for Missouri cities and towns to participate;
- Affordable rates for residents;
- Increases citizen satisfaction.

Important features of the program:

1. USP pays for the repairs, not your residents;
2. Customers are provided with a 24/7/365 repair hotline staffed with live agents;
3. All repairs performed to local code by rigorously vetted, licensed and insured local contractors;
4. USP is responsible for all aspects of the program, including marketing, billing, customer service, and performing all repairs.

33 Missouri municipalities currently offer the program, which has saved Missouri homeowners over $4 million in repair costs over the past three years. The League has chosen to endorse USP, a HomeServe company, because of its outstanding national reputation. USP is a BBB Accredited Business with an A+ rating, and they maintain a customer satisfaction rating exceeding 98%. This is the only protection program endorsed by the National League of Cities and multiple state municipal leagues.

The Missouri Municipal League is here to assure the program works for Missouri cities and towns who participate. We encourage you to consider joining over 500 U.S. cities in adopting the NLC Service Line Warranty Program for your municipality.

Sincerely,

Dan Ross

Dan Ross
Executive Director
Missouri Municipal League

MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into by and between the City of Joplin, Missouri ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties". This Agreement shall be effective on the last signature date set forth below ("**Effective Date**").

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Property Owner**"); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license ("**License**") to use City's branding ("**Marks**"), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. Property Owner Data. If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as **"Property Owner Data"**. Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the "**Indemnifying Party**") hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: David Hertzberg
City of Joplin
602 S Main St
Joplin, MO 64801-2262
Email: dhertzbe@joplinmo.org
Phone: (417) 624-0820

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Missouri, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written below.

CITY OF JOPLIN

_____

Name:

Title:

Date:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

_____

Name: Michael Backus

Title: Chief Sales Officer

Date:

Exhibit A
NLC Service Line Warranty Program
City of Joplin
Term Sheet
November 4, 2021

I. Initial Term. Three Years.

II. License Fee. $0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
   A. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.

III. Products.
   A. External water service line plan (initially, $5.75 per month)
   B. External sewer/septic line plan (initially, $7.75 per month)
   C. Interior plumbing and drainage plan (initially, $9.99 per month)

Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed $0.50 in any 12-month period. If such adjustment shall exceed $0.50, both Parties must agree in writing.

IV. Scope of Coverage.
   A. External water service line plan:
      i. Covers Property Owner responsibility: From the meter to the external wall of the home.
      ii. Covers thawing of frozen external water lines.
      iii. Covers well service lines if applicable.
   B. External sewer/septic line plan:
      i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
      ii. Covers septic lines if applicable.
   C. Interior plumbing and drainage plan:
      i. Covers water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.

2022 CRUISING



HISTORY OF JOPLIN CRUISING

- 1950's & 1960's, Joplin like many Cities throughout the United States had cruising going on through the downtown areas.
- With the popularity of automobiles, younger citizens used automobiles as a way to meet friends and provide meeting areas and to gather and show off rides. Some of these type of meets turned into cruising the Main streets showing off cars. At other times, people wanted to run drag races with the vehicles in City limits.
- In the Late 1980's there were gang activities associated with Crusising.
- 1990's The City Council passed an Ordinance against Cruising.
- 2021 Michael Hendrix brought up to Council about doing a Cruising Night because of the popularity. Council Approved the Event during 2021.
- 2022 Michael Hendrix sent requests to the City requesting the events this year.

ORDINANCE SECTION 114-205

- *Findings; purpose.* The city council hereby acknowledges and incorporates by reference the reports to the city council of the South Main Cruising Committee dated April 1989, the South Main Enforcement Project final report dated October 26, 1989, the South Main Enforcement Report dated May 1, 1990, and the Report of Youth Gangs in Joplin dated March 12, 1992, labeled "exhibit A" and on file in the office of the city clerk. The city council hereby finds that the practice of cruising, as defined in this section, has a negative impact on the health, safety and economic welfare of the community in the following respects:

SPECIAL EVENTS

- Public Works – Processed Paperwork for Cruises and sent out Invoices to charge for the Event.
- Joplin Police Department – Monitored the Cruising events to ensure that they didn't get out of hand.



CRUISING AREA & RESTRICTIONS

- Main Street between 10th street and 26th and on Joplin Ave.
- Turnaround Area is between 10th & 12th on Joplin Ave and between 22nd and 26th.
- Not allowing cruising vehicles into residential areas.



RECOMMENDATIONS

- Review the current ordinance that prevents Cruising within City limits.
- Establish guidance on future of Cruising within the City limits.

JOPLIN CITY COUNCIL
MAY 2, 2022
MEETING MINUTES

CALL TO ORDER

The May 2, 2022, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by the City Council.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Kate Spencer, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Discussion on Funding Public Safety Needs

Nick Edwards, City Manager presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

The Joplin City Health Department has vaccinations available that are required for children beginning kindergarten and would like to help families ensure their child is prepared for this important milestone. If the child lives within the Joplin city limits or is enrolled in a Joplin public or private school, the Health Dept. can provide assistance.
They provide immunizations for many insurances, the uninsured or underinsured, and those with Medicaid or Managed Care.

Parents and guardians are encouraged to obtain vaccinations now as they begin Kindergarten registrations. To schedule an appointment, call 417-623-6122.
Please note that a parent or guardian ID and the child's insurance information and immunization record are required for the clinic visit. Immunizations will be given at the upper-level entrance (west side) of the Joplin Health Department, 321 E. Fourth Street.

The Joplin Recycling Center will offer a FREE Tire Drop-Off Event on Friday, May 20 and Saturday, May 21 from 9 a.m. to 3 p.m. at the Joplin Recycling Center located at 1310 West A Street.

Automotive passenger tires, with or without rims, will be accepted from Joplin residents and Joplin residential landlords. There is a ten tire per household limit. Commercial, large truck, tractor, or racecar tires will not be accepted.

This free event is funded by the City of Joplin as a community service.
The collected tires will be hauled to a recycling facility where they can be made into playground cover, garden hoses, loading dock bumpers, road paving aggregate, running- and biking-friendly trail pavement, and much more! All metal rims will also be recycled.

For more information or to volunteer at this event, contact Recycling Coordinator Lindsey James at 417-624-0820 ext. 501, or visit the City's website at www.joplinmo.org/recycling.

May 1-7 is National Tourism Week. Throughout the year, staff with the Convention and Visitors Bureau work closely with local and area attractions to help promote areas of interest, programs and special events. Be sure to watch their websites and Facebook pages for upcoming highlights.

Tourism has an economic impact on our community and surrounding areas and spotlights many who work in the hospitality industry. Studies show that local residents don't always recognize the various attributes their area has to attract visitors, so we encourage Joplin citizens and others to check out visitJoplin.com and become a tourist in their own hometown.

CITIZEN REQUESTS AND PETITIONS

Margey Upson requested to speak on Part 4
Zach Spiering requested to speak on North Heights Neighborhood Group
Brian Evans requested to speak on The City of Joplin's Budgetary Needs and Responsibilities, and How to Begin Addressing the Critical Situation That Our Community Faces in Regard to Public Safety and Security

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR RESOLUTION NO. 2022-006
Mayor Lawson opened the Public Hearing.

Katrina Smith spoke in favor of this item.

Amanda Giebler, Adam Giebler spoke in opposition of this item.
The Public Hearing was closed.

RESOLUTION NO. 2022-006
Motion by Mr. Stinnett to amend 4th paragraph to remove name Sarita Elridge and replace with Jason Shaw. Voting in favor were Council Members: Copple, Cortez, DeTar,

Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Mr. Cortez introduced Resolution No. 2022-006 - A RESOLUTION granting a Special Use Permit (1st Request) for the operation of an outdoor entertainment and recreation use located at 2401, 2419, 2423, & 2427 S. Main St., in the City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Copple that Resolution No. 2022-006 be denied. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Shaw, Spencer, Stinnett, and Williams, 8. Nays: Lawson, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-265
Mayor Lawson opened the Public Hearing.

Samantha Sniker spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-265:
Mr. Cortez introduced Council Bill No. 2022-265 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-3 (Apartment House) and including in District C-3 (Commercial) property as described below and located at 655 S. Lavender Ln., City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Copple that Council Bill No. 2022-265 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-265.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-266
Mayor Lawson opened the Public Hearing.

No one spoke in favor or in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-266:
Mr. Stinnett introduced Council Bill No. 2022-266 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District R-2 (Two-family Residential) property as described below and located at 1908 W. 10th St., City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. DeTar to table this item. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-267
Mayor Lawson opened the Public Hearing.

Alan Burt spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2022-267:
Mr. Cortez introduced Council Bill No. 2022-267 - AN ORDINANCE providing the vacation of a utility easement lying on property Northeast of 2810 E Water's Edge Blvd., City of Joplin, Jasper County, Missouri. Motion by Mr. Cortez, second by Mr. Stinnett that Council Bill No. 2022-267 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2022-267.

PUBLIC HEARING FOR COUNCIL BILL NO. 2022-268
Mayor Lawson opened the Public Hearing.

Representatives from Schuber Mitchell Homes spoke in favor of this item.

Residents that spoke against this item:

Conrad Proctor
Karen Stoner
Mike Yoger
Katie Proctor
Paul Espinoza
Margery Alex
Susan Sanders
Taylor Flock

The Public Hearing was closed.

COUNCIL BILL NO. 2022-268
Mr. Copple introduced Council Bill No. 2022-268 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District R-1-PD (Single-family Residential Planned Development) property as described below and located at 3330 and 3332 N. St. Louis Ave., City of Joplin, Jasper County, Missouri. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2022-268 be placed on First Reading and passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, and Williams, 7. Nays: Stinnett and Spencer 2. The Bill was read as Council Bill No. 2022-268.

CONSENT AGENDA

Motion by Mr. Shaw second by Mr. Cortez to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Minutes Of April 18, 2022, City Council Meeting

RESOLUTIONS

ORDINANCES – EMERGENCY

ORDINANCES – FIRST READING

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

The meeting was adjourned at 10:33 p.m.

Respectfully,

Holly Nagy, City Clerk

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM:
CB 2022-265 – Rezone R-3 to C-3.

MEETING DATE:
May 2, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 026-22: 655 Lavender Ln. A request to remove from District R-3 (Apartment House) and include in District C -3 (Commercial) for future commercial development – Samantha Schneickert.

BACKGROUND:
This request is consistent with the Comprehensive Plan. The future land use map does indicate future retail commercial, and C-3 zoning is appropriate to coincide with that designation. This request to rezone to C-3 Commercial is appropriate for this property. The E. 7th St. corridor has been designated as a future Retail Commercial area.

PLANNING & ZONING COMMISSION TESTIMONY:
Samantha Schneickert, 5502 W. 34th Pl., Joplin, MO. We would like to purchase this lot and build storage facility, laundromat, and a home base for a diaper bank for the Central Christian Center.

PUBLIC COMMENT:
Lori Alburty, 100 Lavender Ln., the traffic is horrible to get in and out, especially at night. The back part of that lot is in a flood plain. To left there is a drainage ditch that will overflow into people's driveway/backyards.

Mr. Stanton stated that with any commercial development in the city limits, they are required to meet the stormwater regulations. Those include both Federal EPA and FEMA regulations, as well as our own city regulations. What they cannot do is create more of a problem.

Wendy Bruner, 4222 University Circle, Joplin, MO. The neighborhood that abuts to this property is a nice residential area. I am concerned about what we will be looking at in our back yards when this is built?

Mr. Stanton stated that there have not been any building plans received. The back third of this property is going to be in a flood zone.

RECOMMENDATIONS:
Staff recommends approval for Case 026-22.
Planning & Zoning Commission recommends approval for Case 026-22 (7 Favor, 0 Nays).

ATTACHMENTS
CB 2022-265, Staff Planning Report, P&Z Commission Minutes

CB 2022-265

Case 026-22 - 655 S. Lavender Ln. – A request to remove from District R-3 (Apartment House) and include in District C-3 (Commercial) for future commercial development – Samantha Schneickert.

Samantha Schneickert, 5502 W. 34th Pl., Joplin, MO. We would like to purchase this lot and build storage facility, laundromat, and a home base for a diaper bank for the Central Christian Center.

Ms. Phillips stated that there is a lot of commercial properties on 7th Street. Why was that zoned R-3? Just a holdover from years ago?

Mr. Stanton stated that he believed at one time there was a proposal for multi-family use there.

Ms. Brueckner-Sears asked if there was anyone else that would like to speak in favor of this request? There were none. Ms. Brueckner-Sears asked if there was anyone in opposition to this request?

Lori Alburty, 100 Lavender Ln., the traffic is horrible to get in and out, especially at night. The back part of that lot is in a flood plain. To left there is a drainage ditch that will overflow into people's driveway/backyards.

Mr. Stanton stated that with any commercial development in the city limits, they are required to meeting the stormwater regulations. Those include both Federal EPA and FEMA regulations, as well as our own city regulations. What they cannot do is create more of a problem.

Wendy Bruner, 4222 University Circle, Joplin, MO. The neighborhood that abuts to this property is a nice residential area. I am concerned about what we will be looking at in our back yards when this is built?

Mr. Stanton stated that there have not been any building plans received. The back third of this property is going to be in a flood zone. We do have buffer requirements in the city limits.

Ms. Brueckner-Sears asked if there was anyone else to speak against this request? There were not.

MR. KIMBLE MOVED, SECONDED BY MR. EASTMAN THAT CASE 026-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUECKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (7 IN FAVOR, 0 NAYS)

Z&P Meeting: April 11, 2022
City Council Meeting: May 2, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 026-22 A request to remove from District R-3 (Apartment House) and include in District C-3 (Commercial) for future commercial development

LOCATION 655 Lavender Ln.

APPLICANT Samantha Schneickert

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Vacant	Approximately 8.6 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	Out of City Limits	Out of City Limits	Out of City Limits	R-1/Out of City Limits
Land Use	Single-family residential	Single-family residential	Single-family Residential	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. Lavender Ln	Private	0'
E. 7th St.	Arterial	165'

UTILITIES

Utilities in place.

FLOOD PLAIN

The northern 1/3 of the property is in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future retail commercial, and C-3 zoning is appropriate to coincide with that designation.

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

The current zoning of R-3 is suitable for this property.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. This corridor is in transition to more dense commercial uses like those right on the corner of E. 7th St. and S. Duquesne Rd. Buffer requirements will be required where this property abuts residential zoning.

DISCUSSION

This request to rezone to C-3 Commercial is appropriate for this property. The E. 7th St. corridor has been designated as a future Retail Commercial area by the Comprehensive Plan and Future Land Use Map, and, as an arterial-level street, commercial uses, such as those permitted in C-3, would be appropriate.

Staff recommends approval of Case 026-22.

ENCLOSURES

- Map of property
- Application

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 026-22
Filing Fee: $550.00
Date Advertised: 3-26-22
Date Notices Sent 3-2822
Public Hearing Date: 4-11-22

APPLICANT: Samantha Schneickert PHONE: 573 999 4976
ADDRESS: 5502 W 34th Pl, Joplin MO 64804 EMAIL: Sbpotucek@yahoo.com

OWNER: Glen Davidson PHONE:
ADDRESS: 7 Deer Run Drive, Joplin MO 64804 EMAIL:

LOCATION/ADDRESS OF PROPERTY: 655 S Lavender Ln, Joplin MO ~~64804~~ 64801

Present Zoning R-3 Residential Requested Zoning: C3 Acreage: 8.6
Present Use of Property: none, empty lot

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Not in city limits	Agricultural
South	Not in city limits	Residential
East	Not in city limits	Agricultural
West		

Character of the Neighborhood: Mixture of residential and commercial businesses. Close to University Plaza, MSSU, and not far from 7th & Rangeline retail area.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No, businesses located near by to East and West
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: Plans to build a business on this lot that would not be allowed with residential zoning.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? yes
2. Consistent with Future Land Use Map? yes

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 7th Street
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 160 ft
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: Samantha Schneickert DATE: 3- -22

TITLE: Buyer

Derek and Samantha Schneickert
REASON FOR REZONING

Derek and Samantha Schneickert would like to purchase the lot at 655 S Lavender Ln, Joplin MO 64801 contingent on it being rezoned C3 for commercial use. They have future plans of building a large upscale storage facility and small upscale laundry mat. This storage facility will also be used to run a non-profit diaper bank for the Joplin and Carl Junction communities.

There will be no increased danger of fire hazards and 7th street has plenty of right of way to accommodate for any increased traffic in the area due to the construction of these businesses. The laundry mat will be a smaller facility that may accommodate 15-20 customers at a time max. Storage facilities are shown to not significantly increase traffic and usually only have a few customers pre sent at one time. The diaper bank will be operating out of this facility but will not increase traffic because distribution of diapers will occur at a local church or WIC office, not the facility itself.

This proposed change will increase the visual appeal of the area leading into University Plaza and the Rangeline shopping district for anyone entering the city on 7th street off of Hwy 249. The Schneickerts' plan to design the front of the businesses upscale to match and improve the character of this entrance into the city. They plan to have an appealing landscape all around the fenced-in facility with video surveillance to maintain the safety of the area. They also plan to use solar energy to minimize fossil fuel emissions and decrease costs. There is already a significant number of established trees on the west side of Lavendar lane to shield residential homes from any light or unappealing looks created by the facility. These homes are located towards the back half of the lot and expansion to this area is not anticipated for years if at all due to the Turkey Creek flood plain. If the storage facility expands to the back half of this lot the owners plan to extend the visual appeal of the front of the business down Lavendar Ln in order to not cause an eye sore to the residents from their back yards when the trees are not in full bloom.

Storage facilities and laundry mats contribute a sizable amount of property taxes to the local government due to commercial tax rates. In order for this benefit to be possible for the City of Joplin this land would need to be rezoned to C3. Derek is a Joplin Native and local dentist who wants to help improve his community any way possible. Samantha has a passion to help low-income families in the local school districts.

They believe this facility will be a great business opportunity for the Joplin area. Most storage facilities around have waiting lists for the most common sizes plus the laundry facility would be close to MSSU. It will be a family business that is run by a Joplin native and a family dedicated to improving their community. The more they succeed in this business adventure the more Joplin will benefit.

STATE OF _____)
) ss.
COUNTY OF _____)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Glen R. Davidson (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as (see below) _____ (legal description) more commonly known as 655 Lavender Lane. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for Derek Schneichert and/or Samantha Schneichert to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: 3/4/22

Signature of Owner

Glen R. Davidson
Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 4th day of March, 2022.

Notary

My commission expires: _____

Shelby Elaine Arehart
Notary Public-Notary Seal
State of Missouri, Jasper County
Commission #21453992
My Commission Expires: 9/14/2025

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

LEGAL DESCRIPTION:
All of a tract of land described as follows; Beginning 25 ft E of the SW corner of the SE 1/4 of the SW 1/4 of Section 5, Tnp 27, Range 32, Jasper County, Missouri, thence E 300 ft, thence N 1,320 ft, thence W 300 ft, thence S 1,320 ft to the point of beginning.

STATE OF _____)
) ss.
COUNTY OF _____)

AGENT AFFIDAVIT AND CONSENT

Comes now Samantha Schneickert (Agent) who, being duly sworn upon his/her oath, does state that he/she is the representative speaking on behalf of the owner Glen Davidson (Owner) of the property located at 655 S. Lavender Ln, for Case Number _____.

Date: 3-4-22

Samantha Schneickert
Signature of Agent

Samantha Schneickert
Printed Name

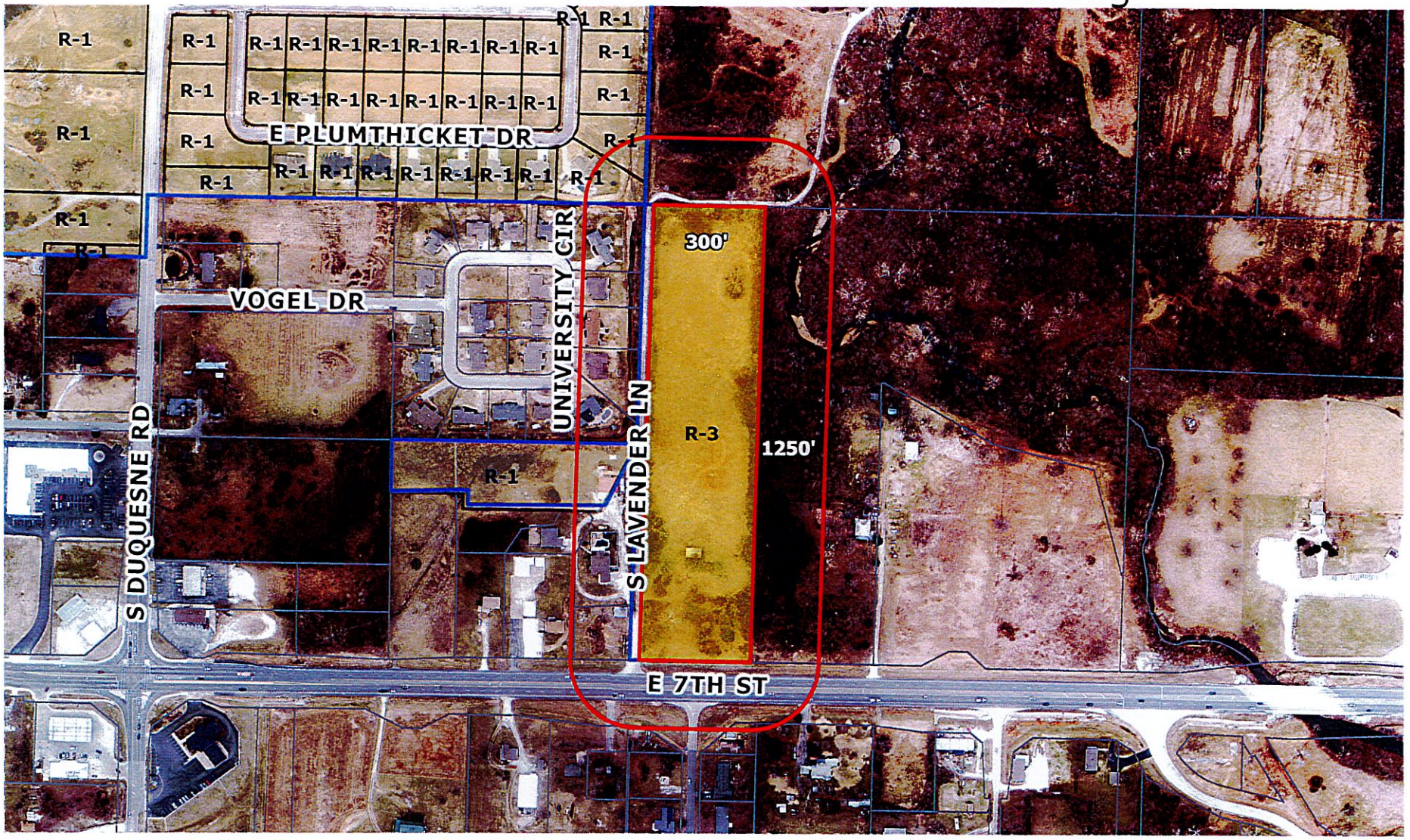
In witness whereof I have hereunto subscribed my name and affixed my official seal this 4th day of March, 2022.

Shelby Elaine Arehart
Notary

My commission expires: 09/14/2025

Shelby Elaine Arehart
Notary Public-Notary Seal
State of Missouri, Jasper County
Commission #21453992
My Commission Expires: 9/14/2025

Case 026-22: 655 S. Lavender Ln. - Rezoning



655 S. Lavender Ln. – A request to remove from District R-3 (Apartment House) and include in District C-3 (Commercial) for future commercial development – Samantha Schneickert.

Joplin City Limits

0 150 300 600 900 1,200 Feet

N

P & Z Case 026-22
Samantha Schneickert
(P & Z Recommended Approval)

COUNCIL BILL NO. 2022-265 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-3 (Apartment House) and including in District C-3 (Commercial) property as described below and located at 655 S. Lavender Ln.., City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by the following described property and including in District C-3.

All of a tract of land described as follows: Beginning 25 feet East of the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 5, Township 27, Range 32, Jasper County, Missouri, thence East 300 feet, thence North 1320 feet, thence West 300 feet, thence South 1320 feet to the point of beginning.

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

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

_____
Douglas W. Lawson , Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-267-Utility Easement Vacation

MEETING DATE:
May 2, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 028-22: Northeast of 2810 E. Water Edge Blvd. – A request to vacate a utility easement – Molandco, Inc.

BACKGROUND:
In order to develop the vacant lot, the applicant is requesting the easement be vacated in order to fit a home on the lot. The utilities would be rerouted to a new easement that heads Northeast and reconnects with the original platted easement.

PLANNING & ZONING COMMISSION TESTIMONY:
Allyn Burt, 2609 Water Edge Blvd., Joplin, MO. This property was platted the first time Waters Edge was developed. It was always a strange, shaped lot because of the fact the property behind was not owned by us. We have changed the easement due to the fact that we have a client that would like to purchase the property, and we have now acquired the tract to the East.

PUBLIC COMMENT:
None.

FUNDING SOURCE
These payments are included in the FY 2021-22 budget of the Community Planning Fund.

RECOMMENDATION:
Staff recommends approval of Case 028-22.
Planning & Zoning Commission recommends approval for Case 028-22 (7 in favor, 0 Nays,)

ATTACHMENTS
CB 2022-267, Staff Planning Report, P&Z Commission Minutes

CB 2022-267

Case 028-22: Northeast of 2810 E. Water's Edge Blvd. – A request to vacate a utility easement – Molandco, Inc.

Allyn Burt, 2609 Water Edge Blvd., Joplin, MO. This property was platted the first time Waters Edge was developed. It was always a strange, shaped lot because of the fact the property behind was not owned by us. We have changed the easement due to the fact that we have a client that would like to purchase the property, and we have now acquired the tract to the East.

Ms. Brueckner-Sears asked if there was anyone who would like to speak in favor of this request? There were not, nor anyone speaking in opposition.

MR. EASTMAN MOVED, SECONDED BY MR. KIMBLE THAT CASE 028-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MOTION CARRIED WITH MS. BRUECKNER-SEARS, MR. EASTMAN, MR. MCCULLOUGH, MS. STEELE, MR. KIMBLE, MS. WARREN, AND MS. PHILLIPS "AYE" (7 IN FAVOR, 0 NAYS)

Z&P Meeting: April 11, 2022
City Council Meeting: May 2, 2022

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 028-22 A request to vacate approximately 120 feet of a platted utility easement.

APPLICANT MoLandCo, Inc

REPRESENTATIVE Allyn Burt

LOCATION Northeast of 2810 E. Waters Edge Blvd.

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility Easement	Approximately 120' x 20'

REASON FOR VACATION

In order to develop the vacant lot, the applicant is requesting the easement be vacated in order to fit a home on the lot. The utilities would be rerouted to a new easement that heads Northeast and reconnects with the original platted easement.

UTILITIES CURRENTLY LOCATED IN THE RIGHT-OF-WAY?

Utilities are not currently in the easement. Rerouting of utilities has already occurred.

UTILITIES PLANNED TO LOCATE IN THE RIGHT-OF-WAY?

No plans for new utilities to be located in the right-of-way.

DISCUSSION

This vacation is sought to develop the empty lot. A proposed building would encroach on the existing easement, so a new easement will be recorded that makes room for the rerouting of utilities as well as the footprint of the proposed building.

Staff recommends approval of Case 028-22.

ENCLOSURES

- Application
- Map

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 028-22
Filing Fee: $550.00
Date Advertised: 3-27-22
Date Notices Sent 3-28-22
Public Hearing Date: 4-11-22

I. Applicant Name: MOLANDCO INC. Phone: (417) 206-2400

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 2300 East 7th Street Joplin, MO 64801 Email: molandco@joplin.com

II. Type of vacation requested (check one):

Street Vacation_____

Alley Vacation_____

Utility Vacation X

Other (Please specify)_____

III. Location of street, alley, utility easement, or other reservation: East line of Lot-7 in Water's Edge Unit No. 2

IV. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation.

No private rights will be injured or endangered by the vacation.

2. The vacation will not cause the public to suffer a loss or inconvenience.

The public will not suffer a loss or inconvenience by the vacation.

3. In justice to the applicant(s) the vacation should be granted. The vacation should be granted to make

more buildable space available on the existing lot.

V. Required Attachments:

1. Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

3. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, who are not listed as an applicant, indicating their consent to the vacation.

4. Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	Jon Fisk	jf4583@att.com	417-529-0840
MoAm Water*	Derec Bass	derec.bass@amwater.com	
MoAm Water*	Trenton Mccarty	trenton.mccarty@amwater.com	417-437-1270
MoAm Water*	Bob Kirby	bob.kirby@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
~~Republic Services (Trash)~~			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	417-768-9444
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1531

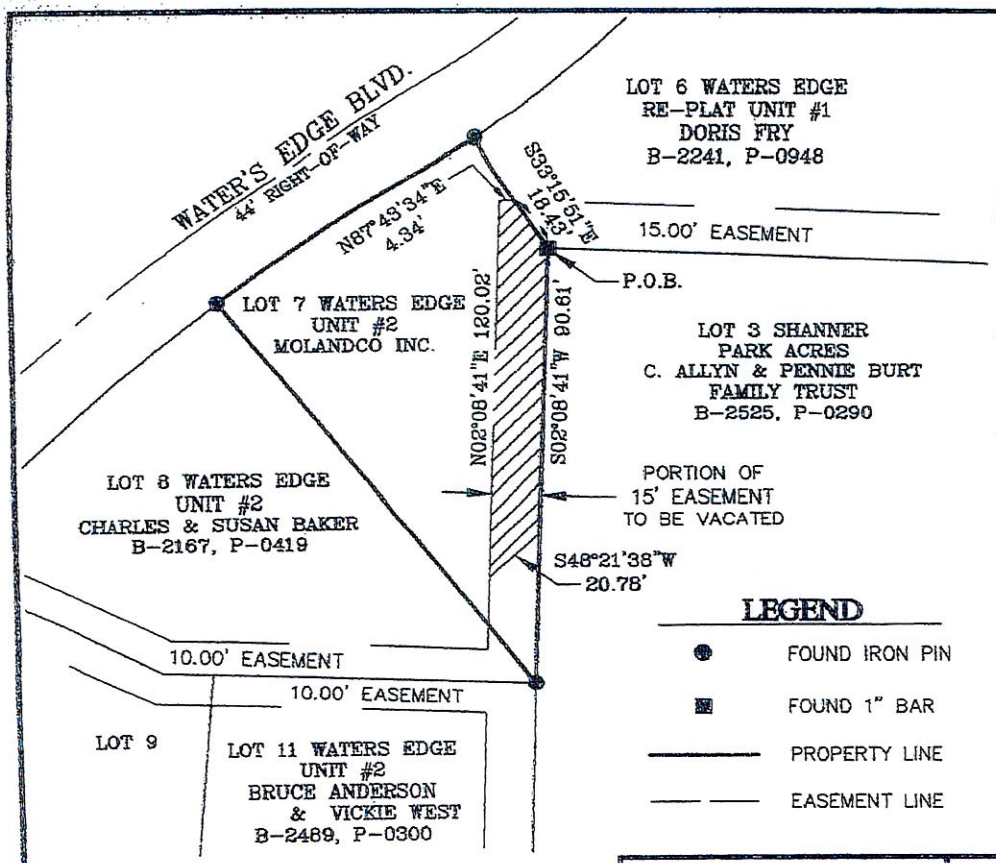
Randy 800-610-3283

*Must contact ALL contacts at MoAm Water.
**Must contact BOTH contacts at Spire Energy.

Signature

3/11/22

Date



LEGEND

- FOUND IRON PIN
- FOUND 1" BAR
- PROPERTY LINE
- EASEMENT LINE

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)

1 inch = 50 ft.

ZONING NOTE

SUBJECT PROPERTY IS ZONED R-1
(SINGLE FAMILY RESIDENTIAL)

BASIS OF BEARING

BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

GRID

SOURCE DOCUMENTS

BOOK 20 PAGE 39 (WATERS EDGE UNIT NO. 2)

EASEMENT VACATION DESCRIPTION

A PORTION OF A FIFTEEN (15) EASEMENT BEING ALONG THE EAST LINE OF LOT NUMBERED SEVEN (7) IN WATER'S EDGE UNIT NO. 2, BEING A RE-PLAT OF PART OF WATER'S EDGE RE-PLAT NO. 1, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE IN PLAT BOOK 20 AT PAGE 39, BEING DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF SAID LOT SEVEN (7) THENCE SOUTH 02°08'41" WEST ALONG SAID EAST LINE OF LOT SEVEN (7) 90.61 FEET; THENCE LEAVING SAID EAST LINE SOUTH 48°21'38" WEST 20.78 FEET; THENCE NORTH 02°08'41" EAST 120.02 FEET; THENCE NORTH 87°43'34" EAST 4.34 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT SEVEN (7); THENCE ALONG SAID NORTHERLY LINE, SOUTH 33°15'51" EAST 18.43 FEET TO THE POINT OF BEGINNING. CONTAINING 1,609 SQUARE FEET MORE OR LESS, 0.04 ACRES MORE OR LESS.

RANDALL B. LYON, PLS-2015000231

DATE OF CERTIFICATION

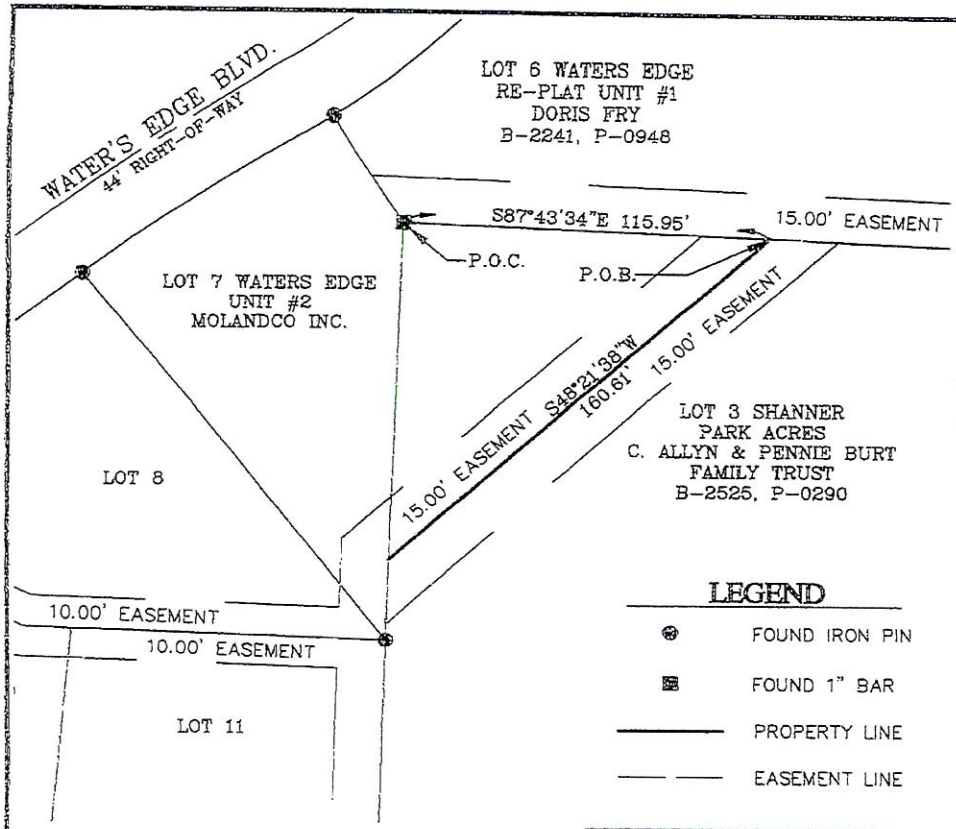
MOLANDCO INC
2300 EAST 7TH ST.
JOPLIN, MO 68401
PH (417) 206-2400

CERTIFICATE OF AUTHORITY: LS-2020032830 EXPIRES 12/31/2022

CLIENT: MOLANDCO

DESCRIPTION: EASEMENT VACATION
LOT 7 WATERS EDGE UNIT NO. 2
JOPLIN, JASPER CO, MO

SCALE:	DATE:	DRAWN BY:	FIELD BOOK:	DRAWING #:
1" = 50'	01-07-2022	RBL	WE-M	WE2-7-EV



LEGEND

- FOUND IRON PIN
- FOUND 1" BAR
- PROPERTY LINE
- EASEMENT LINE

ZONING NOTE

SUBJECT PROPERTY IS ZONED R-1
(SINGLE FAMILY RESIDENTIAL)

BASIS OF BEARING

BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

GRID

SOURCE DOCUMENTS

BOOK 20 PAGE 39 (WATERS EDGE UNIT NO. 2)
BOOK 3 PAGE 294 (SHANNER PARK ACRES)

EASEMENT DESCRIPTION

A 30 FOOT WIDE UTILITY EASEMENT DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT THREE (3) IN SHANNER PARK ACRES, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, FILED IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE IN PLAT BOOK 3 AT PAGE 294; THENCE ALONG THE NORTH LINE OF SAID LOT THREE (3) SOUTH 87°43'34" EAST A DISTANCE OF 115.95 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE OF LOT THREE (3) SOUTH 48°21'38" WEST A DISTANCE OF 160.61 FEET TO A POINT ON THE WEST LINE OF LOT SEVEN (7) IN WATER'S EDGE UNIT NO. 2, BEING A RE-PLAT OF PART OF WATER'S EDGE RE-PLAT NO. 1, SAID POINT BEING NORTH 02°08'41" EAST A DISTANCE OF 26.12 FEET FROM THE SOUTH CORNER OF SAID LOT SEVEN (7) AND POINT OF TERMINATION. SIDELINES TO BE LENGTHENED OR SHORTENED TO TERMINATE ON EXISTING LOT LINES. CONTAINING 4,818 SQUARE FEET MORE OR LESS.

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

RANDALL B. LYON, PLS-2015000231

DATE OF CERTIFICATION

MOLANDCO INC
2300 EAST 7TH ST.
JOPLIN, MO 68401
PH (417) 206-2400

CERTIFICATE OF AUTHORITY: LS-2020032830 EXPIRES 12/31/2022

CLIENT: MOLANDCO

DESCRIPTION: 30' EASEMENT
LOT 3 SHANNER PARK ACRES
JOPLIN, JASPER CO, MO

SCALE:	DATE:	DRAWN BY:	FIELD BOOK:	DRAWING #:
1" = 50'	01-07-2022	RBL	WE-M	WE2-7-ESMT

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 511

Case Number: _____
Applicant: _____
Phone: _____
Email: _____

Be it known that MOLANDCO INC. , *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* a portion of a 15' platted easement

Located at: East line of Lot-7 in Water's Edge Unit No. 2, Joplin, Jasper Co., MO

For the following purpose: To increase the buildable space on Lot-7 in Water's Edge Unit No. 2

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   ☐ Yes (proceed to #2) ☐ No (form complete)

2. Our utility:
   ☒ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      ☐ Retain utility easement and protect facilities
      ☐ Relocate facilities
      ☐ Other: _____

Please return this form within 21 days to the applicant listed above.

Jerry Jenkins
Authorized Representative

2/8/2022
Date

Missouri American Water
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 511

Case Number: _____
Applicant: _____
Phone: _____
Email: _____

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   ☒ Yes (proceed to #2) ☐ No (form complete)

2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   ☒ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☐ Retain utility easement and protect facilities
   ☐ Relocate facilities
   ☒ Other: WILL VACATE UPON SIGNED NEW EASEMENT ACROSS LOT 3 SHAVER PARK ACRES PER DWG ATTACHED.

Please return this form within **21 days** to the applicant listed above.

JEFFREY R LEBEDA 2-9-2022

Authorized Representative Date

LIBERTY UTILITIES

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 511

Case Number: _____
Applicant: _____
Phone: _____
Email: _____

Be it known that MOLANDCO INC., *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* a portion of a 15' platted easement

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   ☐ Yes (proceed to #2) ☑ No (form complete)
2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      ☐ Retain utility easement and protect facilities
      ☐ Relocate facilities
      ☐ Other: _____

Please return this form within 21 days to the applicant listed above.

Steven Martinez — 2/7/22

Authorized Representative — Date

City Storm Sewer

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 511

Case Number: _____
Applicant: _____
Phone: _____
Email: _____

Be it known that MOLANDCO INC., *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* a portion of a 15' platted easement

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For the following purpose: To increase the buildable space on Lot-7 in Water's Edge Unit No. 2

For Utility Use:

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   ☒ Yes (proceed to #2) ☐ No (form complete)

2. Our utility:
   ☒ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   ☒ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   ☐ Retain utility easement and protect facilities
   ☒ Relocate facilities
   ☐ Other: Cable will be moved by our Contractor

Please return this form within 21 days to the applicant listed above.

Authorized Representative — Date: 3/11/22

Stark Light
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 511

Case Number: _____
Applicant: _____
Phone: _____
Email: _____

Be it known that MOLANDCO INC., *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* a portion of a 15' platted easement

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   ☒ Yes (proceed to #2) ☐ No (form complete)

2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   ☒ will waive objections subject to the following conditions (describe below, or on separate sheet.)
   - ☐ Retain utility easement and protect facilities
   - ☐ Relocate facilities
   - ☒ Other: provide easement west to waters edge blvd

Please return this form within **21 days** to the applicant listed above.

Authorized Representative — 03/09/2022 (Date)

at&t
Name of Utility

Spire Missouri Inc.
700 Market St.
St. Louis, MO 63101

February 10, 2022

MOLANDCO INC.
2300 E. 7th Street
Joplin, MO 64801

Re: Request to release a portion of a 15' platted easement.

Vacation: Vacate a portion of a 15' platted easement along the East line of Lot 7 in Water's Edge Unit No. 2, City of Joplin, Jasper Co., MO.

MOLANDCO, INC.,

In response to your letter dated December 4, 2022, relative to the above referenced Vacate a portion of a 15' platted easement along the East line of Lot 7 in Water's Edge Unit No. 2, City of Joplin, Jasper Co., MO.

Please be advised that Spire Missouri Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

AlSt
Alex Sammet (Feb 20, 2022 21:38 CST)

Alex Sammet
Right of Way Area Manager, Missouri
Spire Missouri Inc.

TJF:MRS
cc: alexabkendall@gmail.com

Engineering Dept. Approval: JMA
JMA

System Planning Approval: JMK
JMK

Utility Comments: Vacation of Streets, Alleys, & Easements

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 511

Case Number: _____
Applicant: _____
Phone: _____
Email: _____

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2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      ☐ Retain utility easement and protect facilities
      ☐ Relocare facilities
      ☐ Other: _____

Please return this form within 21 days to the applicant listed above.

Alex Sammet (Feb 20, 2022 21:38 CST)
Authorized Representative

02/20/2022
Date

Spire
Name of Utility

Signature: Julie King
Julie King (Feb 16, 2022 13:47 CST)

Email: julie.king@spireenergy.com

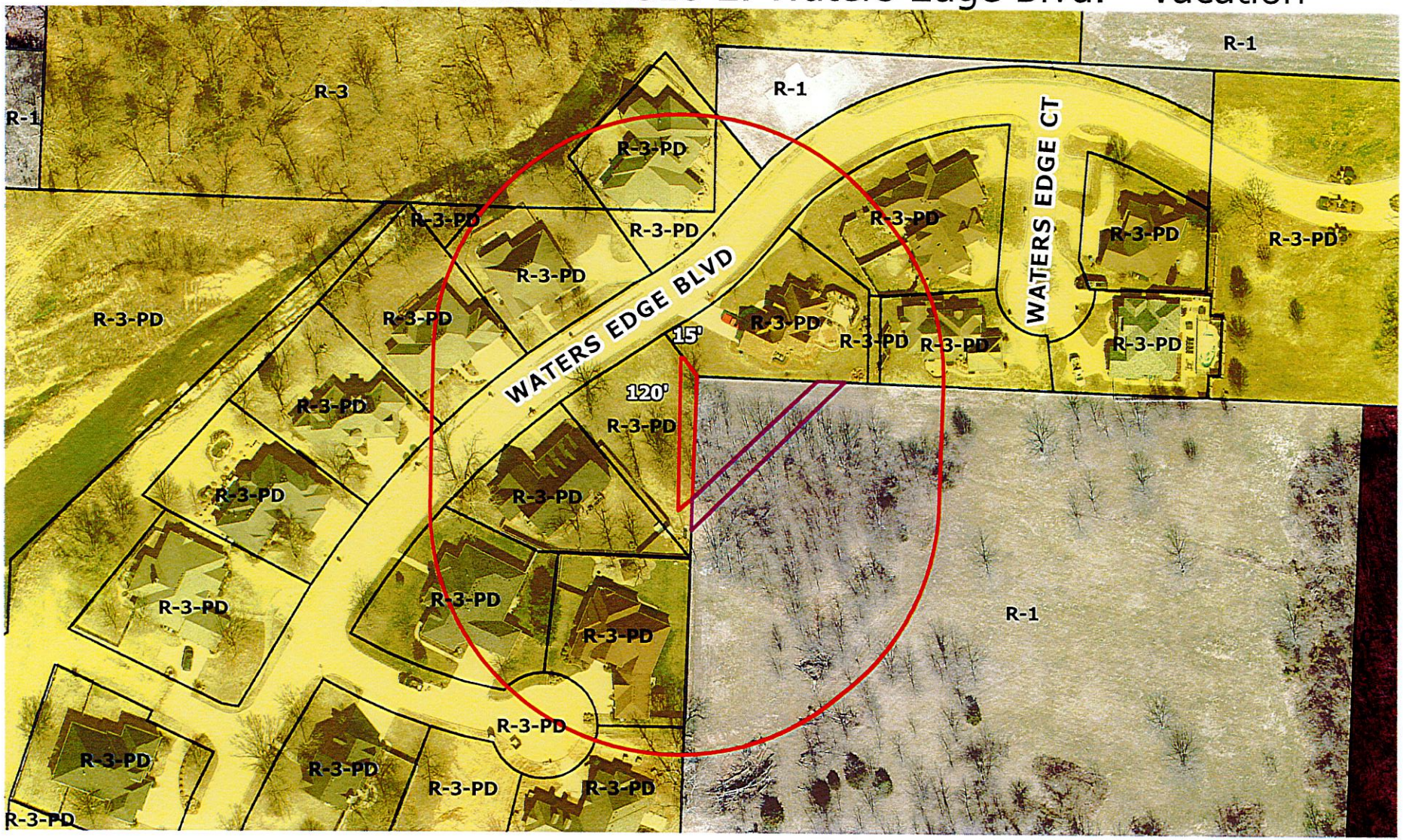
Signature: Jose Arellano
Jose Arellano (Feb 18, 2022 14:34 CST)

Email: jose.arellano@spireenergy.com

Signature: Matt Aplington
Matt Aplington (Feb 24, 2022 15:38 CST)

Email: matt.aplington@spireenergy.com

Case 028-22: Northeast of 2810 E. Waters Edge Blvd. - Vacation


R-1
R-3
R-1
R-1
R-3-PD
R-3-PD
R-3-PD

P & Z Case 028-22
Molandco, Inc.
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-267 ORDINANCE NO.

AN ORDINANCE providing the vacation of a utility easement lying on property Northeast of 2810 E Water's Edge Blvd., City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of a utility easement lying on property the Southeast Corner of S. Anderson Ave. and W. 26th St. City of Joplin, Jasper County, Missouri described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

A portion of a fifteen (15) easement being along the East Line of Lot Numbered Seven (7) in Water's Edge Unit No. 2, being a re-plat of part of Water's Edge Re-plat No. 1, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, filed in the Jasper County Missouri Recorder's Office in Plat Book 20 at Page 39, being described as beginning at the Northeast Corner of said Lot Seven (7) thence South 02°08'41" West along said East Line of Lot Seven (7) 90.61 feet; thence leaving said East Line South 48°21'38" West 20.78 feet; thence North 02°08'41" East 120.02 feet; thence North 87°43'34" East 4.34 feet to a point on the Northerly Line of said Lot Seven (7); thence along said Northerly Line, South 33°15'51" East 18.43 feet to the point of beginning, containing 1,609 square feet more or less, 0.04 acres more or less.

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

_____
Douglas W. Lawson, 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. 2022-001 approving a Labor Agreement by and between the City of Joplin and the Fraternal Order of Police Lodge #27.

MEETING DATE
May 16, 2022

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Nick Edwards, City Manager.

SUMMARY:
This Council Bill approves a Labor Agreement between the City of Joplin and the Fraternal Order of Police Lodge #27.

BACKGROUND:

The Fraternal Order of Police Lodge #27 (hereinafter FOP) has long represented police officers, corporals and sergeants of the City of Joplin, Missouri (hereinafter "City") regarding terms and conditions of employment, historically through a process known as "meet and confer". In January of 2022, the FOP notified the City that it wanted to open collective bargaining negotiations on issues such as compensation and working conditions. Since January of 2022, the FOP and City have been meeting and negotiating the terms of a labor agreement; and,

On or about May 5, 2022, the parties came to an agreement. The compensation piece of the Labor Agreement, specifically the new pay plan and slotting of employees is contingent on this Council placing a property tax on the August 2, 2022 ballot and voters of the City of Joplin passing the tax, and in the event that the tax does not pass, the agreement may be reopened for further negotiations on all issues. The Labor Agreement was taken to the FOP membership and they voted in favor of adopting the Agreement. The City desires to approve the attached Labor Agreement, which shall expire on December 31, 2027 in order to allow for changes to wages as contemplated therein to take effect on November 1, 2022, as well as to allow for immediate operation under the new provisions contemplated therein.

RECOMMENDATION:
Staff recommends this Council Bill be passed on an emergency basis.

ATTACHMENTS:
Council Bill No. 2021-001 w/Agreement

PCE:ab

CITY OF JOPLIN, MISSOURI
and
FRATERNAL ORDER OF POLICE LODGE #27
LABOR AGREEMENT

ARTICLE I. Preamble

Section 1.01 Parties
This Agreement has been developed by the Fraternal Order of Police, Southwest Missouri Regional Lodge #27, Joplin Police Officer's Association, herein called the "Lodge," and the City of Joplin, Missouri, herein called the "City."

Section 1.02 Conflicts
In the event that any provision of this Agreement conflicts with any of the City's Personnel Policies, or with any General Orders of the City's Police Department (hereinafter, the "Department,"), the provisions of this Agreement shall be controlling. The parties recognize that the City's Personnel Policies, and the Department's policies and procedures will address topics not covered in this Agreement and will provide further details about matters that are addressed in this Agreement. To the extent the provisions of the City's Personnel Policies, and the Department's policies and procedures do not conflict with the provisions of this Agreement, the policies and procedures shall be enforceable.

ARTICLE II. Recognition

Section 2.01 Bargaining Units
The City recognizes the Lodge as the exclusive bargaining representative of all full-time sworn Police Officers below the rank of Captain.

Section 2.02 Added Classification
In the event any new sworn job classification is added to the Department with a rank below that of Captain, the City will bargain with the Lodge regarding whether the new job classification should be included in the bargaining unit. If the position is added to the bargaining unit, the City will further bargain with the Lodge regarding the duties and wage scale for the classification.

Section 2.03 Non-Discrimination
The Parties acknowledge and agree that there shall be no discrimination against or harassment of any employee by either party due to the employee's race, gender, color, national origin, religion, age, disability, sexual orientation, military service status, Lodge membership status or lawful Lodge activities, genetic information, marital status, political affiliation, political activity consistent with state law, or membership in any other category or classification that is protected by law.

ARTICLE III. Management Rights

Section 3.01 Management Right

EXH "A"

Except as otherwise expressly provided in this Agreement, the City retains the right to manage the Department, both directly and as delegated to the Police Chief, including but not limited to the right to:

(a) Determine the mission of the City and the Department;
(b) Direct the working forces;
(c) Hire, classify, assign, promote, and transfer employees;
(d) Suspend, demote, discipline, and discharge employees for just cause;
(e) Relieve employees from duty because of lack of work or other legitimate reasons;
(f) Change existing methods, operations, facilities, equipment and type or number of personnel;
(g) Promulgate, make, change, and/or revoke reasonable personnel rules, regulations, policies, and work and safety rules, consistent with this Agreement and applicable law, after discussion with the Lodge as provided herein;
(h) Assign work to bargaining unit and/or civilian support personnel;
(i) Maintain and/or take steps to enhance the efficiency of the operation of the Department; and
(j) Take whatever actions may be reasonably necessary to carry out the mission of the City and the Department.

Section 3.02 Rights & Responsibilities
The foregoing powers, rights, authority, and responsibilities, and the adoption of policies, rules, regulations and practices in furtherance thereof shall be exercised in good faith and in conformity with this Agreement by the City's selected management personnel. Failure of the City and/or Department to exercise any of the Management Rights enumerated above does not diminish the future ability to exercise such Management Rights.

Section 3.03 Operation of Law
Nothing in this Agreement shall be interpreted or construed in a way that would prevent the City and/or the Department from complying with any duty or obligation placed upon the City and/or Department by operation of law.

ARTICLE IV. Lodge Rights

Section 4.01 Lodge Officials
The Lodge shall have the right to appoint or elect whatever officers, stewards, or other officials it wishes to elect. On January 1 of each year, the Lodge shall provide the Department with a list of employees who shall serve as official Lodge representatives for that calendar year.

Section 4.02 Lodge Business
Lodge officers may perform Lodge business while on duty, with permission from their direct supervisor, so long as Lodge business does not interfere in any way with performance of the employee's regular job duties, or with the work of any other on-duty personnel. All Lodge business performed by off-duty personnel shall be performed at the employee's own discretion and on his or her own time in unpaid status.

Section 4.03 Orientation

The City agrees that all new full-time personnel hired to fill represented positions shall, while on duty and during their in-house academy process, be given a presentation from the Lodge. During the presentation, up to two (2) representative(s) of the Lodge will provide copies of this Agreement, explain the Lodge's function as the exclusive bargaining representative of the employees in the bargaining unit, will provide other information regarding the Lodge and membership therein, and will offer membership in the Lodge to each new full-time employee. The Lodge shall be allowed reasonable time to finish its presentation, but the presentation will not exceed thirty minutes.

Section 4.04 Use of Internal Mail
The Lodge shall be permitted to use the City's e-mail and hard copy internal mail distribution systems for Lodge business, so long as the Lodge's use does not create a burden on the City's electronic and/or physical systems, and so long as such mail use does not hinder on-duty personnel in the performance of their duties. The Lodge and its members acknowledge that all City mail, whether electronic or physical, is subject to potential monitoring, and may also be subject to public disclosure under the State's sunshine law. Any use of City's communications in this section shall not be political, defamatory, criticism of city officials and city policies.

Section 4.05 Dues Deduction
Employees may voluntarily join the FOP and have payroll deductions of dues consistent with payroll deduction practices of the city. Employees may withdraw authorization for dues deductions at any point in time. City will provide the FOP Treasurer with a bi-weekly list of employees who have made the payroll deduction.

Section 4.06 Confidentiality
Bargaining unit personnel shall have the right to consult with a Lodge representative on a confidential basis regarding performance and disciplinary matters.

Section 4.07 Indemnification
The Lodge shall defend, indemnify and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Lodge to the City.

ARTICLE V. Past Practices

Section 5.01 Changes to Conditions of Employment
The parties acknowledge that practices concerning wages, hours, and terms and conditions of employment exist that have not been formalized as written policies. If management desires to make a change with regard to any such practice, those proposed changes will be provided to the union in advance and the union may request a meeting to discuss such changes provided the request is made no later than 10 days after notice is provided.

ARTICLE VI. Job Descriptions and Specialty Positions

Section 6.01 Job Descriptions
The Department shall maintain job descriptions for all positions within the bargaining units. Job descriptions shall specify the qualifications for promotion into each classification.

ARTICLE VII. Hours of Work

Section 7.01 Hours
The normal shift duration is eight (8), ten (10) hours, or twelve (12) depending upon the assignment.

Section 7.02 Shift Bidding Procedure for Patrol
For each year of this agreement, members assigned to the Patrol Bureau will complete a seniority-based bidding process bi-annually, shift bidding preference only arises once the Chief determines the number of classifications needed and the special skills needed as identified in a per-bid shift notice," wherein:

(a) Employees shall receive notice of impending shift change and a minimum of fourteen (14) days' notice before shift bid preferences from officers are due, along with the effective date of the new shift rotations, which become effective no sooner than thirty (30) days after the deadline for shift preferences.
(b) Bid positions will then be assigned by seniority based upon the officer's listed preferences. If none of the officer's preferences are available, he or she shall be assigned at the discretion of the Patrol Captain.
(c) The Bureau Commanders or their designees will announce the shift assignments.
(d) Members who fail to provide a timely shift bid request will be placed on a shift at the discretion of the Chief or his or her designee.

Section 7.03 Shift Bidding Procedure for Investigations
Members assigned to the Investigations Bureau will complete a seniority-based bidding process annually for evening shifts, holiday shifts, and weekend shifts, bidding preference only arises once the Chief determines the number of classifications needed and the special skills needed as identified in a per-bid notice," wherein:

(a) Employees shall receive notice of impending shift change and a minimum of fourteen (14) days' notice before shift bid preferences from officers are due, along with the effective date of the new shift rotations, which become effective no sooner than thirty (30) days after the deadline for shift preferences.
(b) Direct supervisors will forward the requests with recommendations to the Bureau Commander or their designees for review.
(c) The Bureau Commander or their designee will announce the shift assignments after the thirty (30) day notice.
(d) Members who fail to provide a timely shift bid request will be placed on a shift at the discretion of the Chief or his/her designee.

Section 7.04 Shift Transfers and Reassignments

Employees may submit written requests to be transferred to any open position on a different shift, through their Chain of Command. Employees may also submit written requests to permanently trade shifts, so long as both employees are in agreement to the trade. When, in the judgment of the Chief or his or her designee, such reassignments or transfers will not be unduly disruptive to the operations of the Department, such reassignments or transfers may be approved.

The Chief shall have the authority to reassign any employee or employees to another shift, unit, section, or squad, for legitimate operational reasons. Any potential involuntary reassignment and the specific reasons therefore shall be provided to the Lodge and the employee(s) involved. When a reassignment may cause bumping of an employee, the Department shall initially seek volunteers and shall honor seniority as much as reasonably possible. For any involuntary reassignment, thirty (30) days' notice must be given to the employee, unless the Chief determines that the staffing is needed due to the operational needs of the department.

Section 7.05 Meal Breaks
All employees shall receive a thirty (30) minute paid meal break. All employees shall receive two (2) fifteen (15) minute rest breaks per shift worked. All breaks shall be subject to interruption or cancellation due to work demands.

Section 7.06 Duty Trade
Employees assigned to the same position shall be eligible to trade shifts between themselves, for their own convenience, subject to approval from management. All such trades shall be purely voluntary between the employees involved, and each employee shall be paid as if he or she had worked his or her original schedule.

ARTICLE VIII. Temporary Duty Assignments

Section 8.01 Duty Related Injury
When an employee is injured in the line of duty, the City shall make every effort to provide temporary light-duty or work-hardening assignments to him or her, consistent with any restrictions the employee's doctor has identified, consistent with the employee's current work schedule.

Section 8.02 Non-Duty Related Medical Condition
When an employee is unable to perform his or her regular work assignment due to a non-work-related injury or non-communicable illness, the City may offer temporary light-duty or work-hardening assignments to him or her, to the extent productive work is available. Such light duty shall not extend beyond 60 days from the commencement of the assignment, without approval of the Police Chief and Human Resources.

Section 8.03 Shall Not Be Unreasonably Denied
Requests for medically necessary temporary light-duty and subsequent requests for extension shall not be unreasonably denied when light-duty opportunities exist within the Department.

ARTICLE IX. Wages

Section 9.01 Wages
The City has presented a new pay plan, attached hereto as Exhibit 1. The pay plan is conditioned on the City Council approving an ordinance, and subsequently, the voters of the City of Joplin passing a general property tax at the rate of $1.00 per $100.00 of assessed value, at the August 2, 2022 primary election.

If the tax is approved by the voters, the new pay plan will have an effective date of November 1, 2022.

The move to the new pay plan will be the employee's raise for the 2022-2023 fiscal year. In subsequent fiscal years, the employees will begin to move through the step plan.

Beginning November 1, 2022, Police Officers, Corporals, and Sergeants shall revert to their original hire date as their anniversary date for the purpose of moving through the step plan. The anniversary date for Police Officers, Corporals, and Sergeants shall remain at their original hire date.

Under the new pay plan, affected employees shall be placed on the step corresponding to their years of service in their current position subject to a guaranteed wage increase as follows:

- Police Officer 10%
- Corporal 20%
- Sergeant 20%

In the event the step placement does not grant this wage increase, the employee shall be placed on the next closest step that grants this guaranteed wage increase. For any Tier 1 employees that were rehired after retirement and are still employed on the effective date of November 1, 2022, their years of service will include their years serving as a Tier 1 employee. The placement of each employee within the new pay plan is attached hereto as Exhibit 2.

Section 9.02 COLA
In the event that the City grants COLA or Inflationary raises to all city employees in any fiscal year, the employees under this Agreement shall also receive the same COLA or inflationary raise.

Section 9.03 Longevity Pay
Beginning with an employee's five (5) year anniversary with the department, they shall receive additional pay equal to 1% of their total pay each pay period. The percentage will go up by 1% every five (5) year period.

Section 9.04 Promotions
Employees who are promoted will receive the appropriate wage increases as set out below:

(a) Police Officer to Corporal– 10% or bottom of Corporal scale, whichever is greater.
(b) Corporal to Sergeant – 10% or bottom of Sergeant scale, whichever is greater.
(c) Wage increases due to promotions will become effective on the date of the promotion.

Section 9.05 Specialty Pay

(a) Employees assigned to the SWAT Team or as a K-9 Officer shall receive a stipend of $75.00 per month.
(b) Field Training Officers (FTOs) shall receive one and one-half hours pay or compensatory time, at their applicable overtime rate, for each day they are assigned a trainee.
(c) On-Call Pay. All employees who fill daily on-call duty shall receive one and one-half hours of pay or compensatory time for each day on-call.

Section 9.06 Kennel Time
An employee who serves as a K9 officer and who has dog with the employee shall be credited with one hour of pay during on duty hours and one hour of pay for time on days when the employee is not scheduled to work for the purpose of K9 servicing.

Section 9.07 K-9 Upkeep
The City shall be responsible for providing all food and medical treatment for City canines. The City shall also provide a kennel at the home of each K-9 Officer.

Section 9.08 Call Back Pay
Any employee who, without at least 24-hours' notice, is called to work and reports for work during unscheduled off duty hours as an unscheduled emergency recall will receive compensation for the greater of three (3) hours or actual hours worked, at one and one-half times the employee's regular hourly rate of pay. If this time is immediately after (held over) the employee's normal shift, the minimum three (3) hours shall not apply.

Section 9.09 Witness Pay
Employees who are required to attend court as a result of the performance of their assigned duties during non-work hours shall be compensated for a minimum of two (2) hours at the standard overtime rate. All consecutive time spent in court after the first two hours shall be at the standard overtime rate for the time actually spent in court. The City does not pay travel time to the Joplin Municipal courthouse. However, employees shall be compensated for time spent traveling from the Department to any other courthouse when they are appearing or testifying in conjunction with their official police duties.

Section 9.10 Educational Assistance
The City will reimburse employees for tuition costs for college-level classes related to or leading to a degree in criminal justice, emergency service, business administration, accounting, public administration, or other similar degree programs. Bargaining unit personnel shall be eligible for tuition reimbursement in accordance with the City's Tuition Reimbursement Policy. The City shall reimburse members for in class or on-line courses.

Section 9.11 Cell Phone Stipend
Detectives, Detective Corporals and Sergeants shall be paid a cell phone stipend under the requirements of the City's Personnel Rules.

Section 9.12 Vehicles

Detective, Career Enhancement Detective, DWI Officer, Corporal, or Sergeant, shall be provided with a take-home vehicle, provided they meet the residency requirements outlined in current department policy, which is twenty (25) miles from the Justice Center.

ARTICLE X. Overtime and Compensatory Time

Section 10.01 Two-Week Work Period / OT
Employees shall be scheduled on a two-week work period and shall receive overtime for all time worked over eighty (80) hours in the work period.

Section 10.02 OT Accrual
Overtime and compensatory time off shall accrue in quarter-hour increments.

Section 10.03 Compensatory Time
Employees may elect to be paid in compensatory time off rather than receiving overtime pay. Compensatory time shall be earned at the rate one-and-one-half times the hours worked in excess of 80 hours in fourteen days. Personnel may accumulate a maximum of 480 hours of compensatory time.

Section 10.04 Overtime Assignment
Employees shall be offered or assigned overtime work assignments as provided in Departmental policy.

ARTICLE XI. Out-of-Class Assignment

Section 11.01 Acting Corporals, Acting Sergeants and Acting Captains
Where there is a need for a police officer to serve as an acting Corporal, a Corporal to serve as an acting Sergeant, or for a Sergeant to serve as an acting Captain, the position shall be offered at the discretion of management.

ARTICLE XII. Health and Welfare

Section 12.01 Insurance Plan Coverage Options
All employees covered under this Agreement shall receive the same insurance plan coverage options and benefits as are available to all other City employees. The City shall have the right to change plans and/or carriers, or to change benefits available under an existing plan, after providing at least thirty (30) days' advance notice to the Lodge, and at least sixty (60) days' notice if practicable, of any contemplated change.

Section 12.02 Retiree Healthcare
The City shall continue to make health insurance available to retirees, at the retirees' expense. The premium charged to retirees shall be no greater than the full amount of the premium (total amount of employer and employee contributions) charged for active employees at the same coverage levels plus the 2% administrative fee.

ARTICLE XIII. Retirement Benefits

Section 13.01 Retirement Program
All employees enrolled in the City's Police and Fire Pension Plan as of January 1, 2022 will continue to participate in the Police and Fire Pension Plan. All other employees will be enrolled in Missouri Lagers L-11 program at no cost to the employee.

Section 13.02 Supplemental Retirement Program
Officers may elect to participate in the tax sheltered, supplemental 457 retirement plan administered by the International City Management Association (ICMA) Retirement Corporation, or other retirement plans approved by the City. Employee contributions will be made through payroll deductions up to the IRS approved maximum annual contribution limits.

ARTICLE XIV. Holidays

Section 14.01 Recognized Holidays
The following holidays shall be recognized within the Department: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday Following Thanksgiving Day, and Christmas Day, eight (8) hours per holiday.

Section 14.02 Floating Holiday
Employees shall receive 16 hours of floating holiday pay each year.

ARTICLE XV. Vacation

Section 15.01 Vacation Accrual
Employee may accrue vacation time in accordance with City policy. Vacation leave shall be accrued on a monthly basis, in accordance with the following annual vacation hours accrual schedule:

Length of Continuous Service in Years	Hours Accrued	Maximum Accrual
0 - 9 years	80 hrs	160 hrs
9 - 14 years	120 hrs	240 hrs
Over 14 years	160 hrs	240 hrs

Section 15.02 Vacation Use
Vacation shall be scheduled and used consistent with Departmental policies and this Agreement.

Section 15.03 Vacation Payout
When an employee's employment is terminated for any reason whatsoever, all earned vacation shall be paid out at the employee's then-current hourly rate, at the time of termination.

Section 15.04 Vacation Scheduling
(a) Vacation requests will be submitted through the chain of command. The Department will not unreasonably deny vacation request, but may deny any request which would unduly interfere with the operation of the Department as determined by the Chief.

(b) When there is a conflict between requests submitted at the same time, and the approval of both requests would unduly interfere with the operation of the Department, the request received from the individual with the earlier date of hire or promotion will be granted.
(c) Employees covered under this Agreement will not be required to change a scheduled vacation due to a senior employee with a conflicting scheduled vacation transferring to their shift. The senior employee may elect to reschedule the entire vacation or may elect to use any portion thereof which is approved.

ARTICLE XVI. Sick Leave

Section 16.01 Sick Leave Accrual Rate
Sick leave shall accrue on a monthly basis, at the rate of 8 hours per month.

Section 16.02 Sick Leave Accrual
Employees shall accrue unused hours of sick leave in accordance with City policy.

Section 16.03 Sick Leave Policy / Dependent Sick
Sick leave shall be used and administered in accordance with applicable City and Departmental policies.

Section 16.04 Physician's Certificate
Employees shall generally be required to present all physician's certificates to the Human Resources Department when returning from any period of sick leave lasting three working days or longer. Additionally, with advance notice to the employee the City may require a physician's certificate for shorter periods of absence, if the employee has exhibited a pattern of absenteeism or if there is some other legitimate reason to require a physician's certificate. During hours when the Human Resources Department is not open, the physician's certificate shall be presented to the employee's supervisor. Details regarding an employee's illness or injuries, or their family's illness or injuries, shall not be shared with anyone outside the Human Resources Department, except to the extent necessary to manage compliance with work restrictions, or to report use of medication that may affect safe performance of job duties.

Section 16.05 FMLA / ADA Compliance
The City shall comply with the confidentiality provisions of the Americans with Disabilities Act and the Family and Medical Leave Act with regard to the request, storage, and dissemination of employee medical information.

ARTICLE XVII. Other Leave

Section 17.01 Eligible Leave Time
All personnel covered under this Agreement shall be eligible for personal leave, bereavement leave, Family and Medical leave, workers' compensation leave, and any other form of leave (either paid or unpaid) as provided for under City and Departmental policies.

ARTICLE XVIII. Seniority

Section 18.01 Seniority Definition
"Seniority" shall mean length of continuous employment within the Department, unless otherwise specified. "Rank Seniority" shall mean length of continuous employment in an employee's current job classification.

Section 18.02 Roster to Be Provided
The Department shall maintain and provide to the Lodge a current roster showing names of all current bargaining unit personnel, job classification, date of initial hire within the Department, and date of promotion to current position and annual salary as is consistent with Sec. 610.021(13 RSMo and this shall not be considered as a waiver of such statutory provision.

Section 18.03 Loss of Seniority
Seniority shall be lost, and the employment relationship terminated upon the occurrence of any of the following events:
(a) Voluntary quit or retirement;
(b) Discharge for just cause;
(c) Failure to return from an authorized leave of absence on the next working day after the authorized leave expiries;
(d) Failure to return from layoff within fourteen (14) days after the City issues a recall notice;
(e) No-call / no-show for two (2) consecutive regularly scheduled shifts if the employee was physically and practically able to call or report to work; or,
(f) Failure to perform work for the City for eighteen (18) consecutive months for any reason, other than military leave, or work-related illness or injury.

Section 18.04 Rehire
Former bargaining unit employees who are rehired within one (1) year from their date of separation shall have their prior seniority within the department reinstated and shall accrue new seniority from the date of re-hire. There is no guarantee of re-employment with the City and all employees shall be required to go through the hiring and background process, and if hired, complete a probationary period.

Section 18.05 Tier 1 Rehire
If the voters of the City of Joplin pass the general property tax at the August 2, 2022 election, effective November 1, 2022, Tier 1 employees will be allowed to immediately rehire without any gap in service, subject to Department Director and City Manager approval, with the same rank, rate of pay, longevity, seniority, the same accrual level for vacation time and shall retain their sick leave accumulated balance at the point of their retirement. Tier 1 employees that have not previously rehired and have separated from the City, will be eligible for rehire, subject to Department Director and City Manager approval, at the entry level rank up to Step 5 of the pay plan.

ARTICLE XIX. Probation

Section 19.01 Probation
New employees shall be hired on a probationary basis. Probation shall run from date of hire until twelve (12) months after the employee is hired or graduates from the field training program,

whichever is later, provided that the probationary period shall not exceed eighteen (18) months. During probation, employees shall be subject to discharge without cause, and such discharge shall not be grievable under the terms of this Agreement.

Section 19.02 Promotional Probation
Employees who are promoted into a higher job classification shall serve an initial six-month trial period in the new job. Employees who are unsuccessful during the trial period may be returned, or may elect to return, to their prior position provided there is a vacancy. The employee who returns to the prior position shall have their pay determined as follows:
(a) If the pay rate received in the higher pay range is more than the maximum of the lower pay range to which demoted, the pay rate shall be reduced to the maximum pay rate of the lower pay range.
(b) If the pay rate received in the higher pay range is within the range of the lower pay range to which demoted, the pay rate will remain unchanged.

Section 19.03 Demotion
When an employee is demoted, the rate of pay shall be determined as follows:
a. If the pay rate received in the higher pay range is more than the maximum of the lower pay range to which demoted, the pay rate shall be reduced to the maximum pay rate of the lower pay range.
b. If the pay rate received in the higher pay range is within the range of the lower pay range to which demoted, the pay rate will remain unchanged.

Section 19.04 Probation Performance
If any employee exhibits performance problems during his or her new hire probation, or during his or her promotional trial period, management shall notify the employee of the observed problems in writing and shall provide the employee with a reasonable opportunity to improve, before taking any job-related action against the employee.

Section 19.05 Probationary Employees Use of Leave
Probationary employees may use personal days as soon as they are earned. They may use earned sick leave at any time after accruing time, and earned vacation pay after six (6) months of employment. Floating Holidays may be used after two (2) months of employment.

ARTICLE XX. Reductions in Force

Section 20.01 Lay Off, Bumping and Recall.
Current City policy shall be followed.

ARTICLE XXI. Discipline

Section 21.01 Discipline Purpose
The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the Department is for the most part "self-discipline." It is the duty of each employee to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of

the Department and the City. Each employee is expected to be self-disciplined, to work hard at being the best at what they do, and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline, it may be necessary for supervision to initiate disciplinary actions to correct the problem. Discipline or discharge of bargaining unit represented employees will be for just cause. Disciplinary actions for unsatisfactory performance shall be taken in compliance with Section 21.07.

Section 21.02 Types of Discipline

The following types of disciplinary actions are officially recognized. The type of disciplinary action taken to correct an act of misconduct or negligence will generally follow the steps identified below. The City may deviate from these steps for good cause, including but not limited to consideration of the employee's overall performance history, active disciplinary record, and the nature and/or severity of the misconduct, negligence or unsatisfactory performance. Factors considered by the City in deviating from the progressive steps set forth below shall be explained in writing and provided to the employee.

(a) Counseling. Counseling is a supervisor orally discussing an employee's inappropriate behavior. A written record of the counseling shall be recorded in the employee's departmental file.

(b) Verbal Warnings. A verbal warning is an oral reprimand given to an employee by any supervisor. A written record of the warning shall be recorded in the employee's departmental file.

(c) Written Reprimand. A written reprimand is a formal warning provided in writing to an employee by any supervisor, which shall be recorded in the employee's personnel file.

(d) Suspension. A disciplinary suspension is the removal of an employee from service, without pay, for a specific period of time. Only the Police Chief shall have the authority to issue suspensions without pay. An employee placed on suspension shall not be present at their work site without written permission from the Police Chief (except to participate in grievance proceedings). A written record of the circumstances leading to the suspension shall be placed in the employee's personnel file.

(e) Discharge. Discharge is the removal of an employee from City employment. Only the Police Chief shall have the authority to discharge employees.

Section 21.03 Copying Disciplinary Records

Employees may make copies of items in their personnel file, with prior notice to the Police Chief or his or her designee. Pre-hire background investigations, psychological profiles, and polygraph examination results shall be excluded from coverage under this Section.

ARTICLE XXII. Internal Investigations

Section 22.01 Administrative Investigations

The process for administrative investigations and any issuance of discipline shall comply with 590.502 RSMO (2021). Whenever management is conducting an administrative investigation regarding a complaint from either a citizen or a member of the Department, management shall:

(a) Notify the bargaining unit member in writing, no less than 24 hours prior to any interview. The notification shall specify (i) the nature of the complaint, and any specific allegations against the employee; (ii) the complainant's name, if known, unless disclosing such name may jeopardize the investigation; and (iii) the name and phone number of the investigator.

(b) Mechanically or digitally record any formal statement taken during the course of the investigation, including but not limited to the statement of the accused officer.
(c) Provide a Garrity warning to all employees who are ordered to provide statements.
(d) Complete the investigation within a reasonable period of time.

Section 22.02 Outcome of Investigation
Within 5 days of the conclusion of an investigation, management shall inform the employee and the Lodge of the outcome of the investigation in writing. This notice shall include any recommendation for further action, including discipline.

ARTICLE XXIII. Grievance Procedure

Section 23.01 Filing Grievances
A "grievance," for the purposes of this Article shall mean any dispute over the application and/or interpretation of this. Individual bargaining unit members shall submit their potential grievances to the Lodge for evaluation. The Lodge shall evaluate potential grievances and file grievances as required by the standards of its duty of fair representation. Any grievance to be filed shall include the employee's permission to file and require the matter to impact the individual employee personally.

Section 23.02 Resolution at Earliest Possible Step
The parties desire to resolve grievances at the earliest possible step and shall endeavor in good faith to do so. Grievances may be settled at any of the steps of the grievance procedure. If the settlement is reduced to writing and signed by representatives of both the Lodge and the City, such resolution shall be final as to that grievance.

Section 23.03 Waiver of Additional Process, When
In the event that the Lodge files a grievance on behalf of an individual employee or group of employees, the election to use the grievance process set out herein shall constitute a waiver of any other dispute resolution mechanism that would otherwise be available to address the same matter.

Section 23.04 Filed Within 15 Days
All grievances must be brought to the attention of management within fifteen (15) calendar days after the Lodge and/or grieving employee first knew or reasonably should have known of the issue being raised. The Lodge may file a grievance on its own behalf or on behalf of any bargaining unit employee.

Section 23.05 Step One
Grievances at the first step shall be filed with the appropriate Captain. Every grievance shall be reduced to writing, signed, and dated by the person submitting the grievance. Each first step grievance shall state in summary fashion the nature of the issue being grieved and the resolution desired. The Captain shall countersign and date the grievance when it is submitted. Within ten (10) calendar days after receiving a grievance, the Captain shall issue a written decision stating that the grievance is upheld, or if the grievance is denied, stating the reasons for the denial.

Section 23.06 Step Two

If the matter is not satisfactorily resolved at Step One, the Lodge or the aggrieved employee may appeal the grievance to the Police Chief. Any appeal to Step Two must be submitted to the Police Chief within ten (10) calendar days after the Captain issues his or her decision at Step One, or within fourteen (14) calendar days after the grievance was filed at Step One if the Captain fails to issue a timely decision. The written Step Two appeal to the Police Chief must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 23.07 Step Three
If the matter is not satisfactorily resolved at Step Two, the Lodge or the aggrieved employee may appeal the grievance to the City Manager or the City Manager's designee. Any appeal to Step Three must be submitted within ten (10) calendar days after the Police Chief issues his or her decision at Step Two, or within fourteen (14) calendar days after the grievance was appealed to Step Two, if the Police Chief fails to issue a timely decision. The written Step Three appeal must contain a concise statement of the facts giving rise to the grievance, the applicable section of this Agreement or City or Departmental policy that has allegedly been violated, and the resolution desired.

Section 23.08 Step Three Hearing
The parties may mutually agree to hold a Step Three Hearing within ten (10) calendar days after receiving a Step Three appeal. At such hearing, the parties shall have the right to call and cross-examine witnesses and submit evidence in support of their respective positions. The City Manager or his or her designee shall issue a written decision either upholding or denying the grievance within ten (10) calendar days after the Step Three hearing, or within ten (10) calendar days after the grievance is submitted at Step Three if no hearing is requested. The written decision shall explain the reasons for any conclusion reached.

Section 23.09 May File at Step Two, When
In any grievance challenging any disciplinary suspension that involves loss of pay, or any discharge from employment, the Lodge shall have the right to file the initial grievance at Step Two.

Section 23.10 Lodge Shall Represent
The Lodge shall represent the interests of the bargaining unit members at all steps of the grievance process.

Section 23.11 Time Limits
The time limits set out above shall be strictly enforced, unless one party submits a written request for an extension of time and the other party agrees to the requested extension in writing (including e-mail). All extensions of time shall be for a specific number of calendar days.

ARTICLE XXIV. Labor Management Committee

Section 24.01 Labor/Management Meetings
There shall be a Labor/Management Committee consisting of representatives from Department management and representatives from the Lodge. The parameters of such committee shall be

considered during the first year of this agreement and made an addendum to this agreement when approved by both parties.

Section 24.02 Labor/Management Committee Cooperative Basis

The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining. No discussion in labor management meetings shall serve to amend or replace contract terms or be considered to be part of good faith bargaining conditions.

Section 24.03 Request for Meeting
A request for a meeting of the Labor/Management Committee may be made by either party at any time. The Committee shall be convened within ten (10) calendar days after receipt of a written request by either party.

ARTICLE XXV. General Provisions

Section 25.01 Uniforms and Equipment
The City will provide all necessary uniforms and equipment for all Departmental personnel as detailed in the Standard Operating Procedures (SOP). The City shall replace all Department-issued items, when no longer serviceable and as provided herein. All protective clothing, including but not limited to bullet resistant vests, helmets, and firearms shall meet the most applicable standards in effect at the time of purchase by the City, and shall be worn to all emergency incidents as required by Department policies.

Section 25.02 Policies to Be Available
The City will make all policies and memos which contain directives that are applicable to employees covered under this agreement available to each employee in print or electronic format. Employees will be responsible for reading and complying with all such policies, and for asking questions about any area that is unclear to the individual employee.

Section 25.03 Outside Employment
Employees may hold other employment so long as the other employment does not create a conflict of interest with the employee's employment by the City, and does not interfere with the employee's ability to work as scheduled, or otherwise limit the employee's ability to perform his or her job. Employees desiring to hold other employment shall submit a written request to the Chief, identifying the other employment for consideration and approval. Employees shall report updates of outside employment to the Chief and shall submit outside employment requests when the employment or conditions of employment change.

Section 25.04 Uncompensated Work Prohibited
Bargaining unit members shall not be required as a condition of employment to participate in any uncompensated work for any charity or any special interest group.

ARTICLE XXVI. Training

Section 26.01 Pay for Training
Training directed by the Department shall be considered to be on-duty time, for which the employee will be compensated in accordance with the city approved FLSA cycle. Time spent in such training over and above the employee's regular workday shall be considered overtime provided it exceeds the overtime time limits and compensated at the rate of one-and-one-half times the member's normal rate of pay. All costs associated with the training shall be paid by the Department.

Section 26.02 Meal Reimbursement
The City shall provide each employee covered by this Agreement with a per diem for each meal consistent with the City's travel policy.

Section 26.03 Travel Time
Travel time to attend training shall be paid in accordance with the provisions of the FLSA.

Section 26.04 Training Day
Employees covered under this Agreement who are assigned to the overnight patrol shifts, who are attending training hours during the day, will not be required to work the night before training or the night shift on the day of training, unless the Chief determines that the staffing is needed due to operational needs of the department.

ARTICLE XXVII. Complete Agreement

Section 27.01 Complete Agreement
The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set out in this Agreement. Therefore, the City and the Lodge, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waives the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Should matters arise during the term of this Agreement that are appropriate subjects of collective bargaining, they shall be addressed under the Labor/Management process set out in Article XXVIII. The parties acknowledge that this Agreement represents all of the obligations to engage in good faith negotiations and that no further obligations are required by the City during the term of the Agreement or any extension thereof.

Section 27.02 Savings
If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

ARTICLE XXVIII. Term of Agreement

Section 28.01 Effective Date
This Agreement shall become effective upon ratification by both parties, and shall remain in effect through December 31, 2027, without any reopeners. The parties may re-open the Agreement by a signed mutual agreement, but are not obligated to do so. At least sixty (60) days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one-year periods. This Agreement may be extended by the parties beyond its termination date for periods of no longer than sixty (60) days, provided negotiations are continuing. The parties agree to submit any disputes to mediation if an impasse is reached.

By signing below, the parties represent that this Agreement has been duly approved and ratified, and they agree to abide by its terms and conditions.

Nicholas Edwards,
City Manager

_____
On behalf of
The City of Joplin, Missouri

Date: _____

Thomas Bowin,
Treasurer

_____
On behalf of
The FOP, Lodge #27

Date: _____

CITY OF JOPLIN

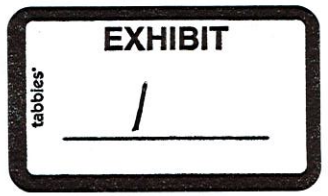
EXHIBIT "1"-SALARY ADMINISTRATION PLAN

FOR CLASSIFIED AND UNCLASSIFIED POSITIONS

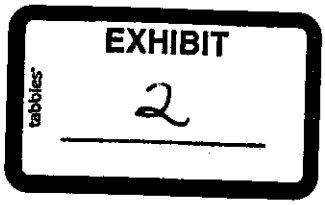
EFFECTIVE NOVEMBER 1, 2022

* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)
166	Airport Police Officer	$18.168	$18.713													
	Police Officer Trainee	$37,789	$38,923													
196	Police Officer	$22.975	$23.665	$24.375	$25.106	$25.859	$26.635	$27.434	$28.257	$29.105	$29.978	$30.877	$31.803	$32.758	$33.740	
		$47,789	$49,223	$50,699	$52,220	$53,787	$55,401	$57,063	$58,774	$60,538	$62,354	$64,224	$66,151	$68,136	$70,180	
206	Police Corporal	$26.422	$27.214	$28.031	$28.872	$29.738	$30.630	$31.549	$32.495	$33.470	$34.474	$35.509	$36.574	$37.671	$38.801	
		$54,957	$56,606	$58,304	$60,053	$61,855	$63,711	$65,622	$67,591	$69,618	$71,707	$73,858	$76,074	$78,356	$80,707	
316	Police Sergeant	$30.385	$31.297	$32.236	$33.203	$34.199	$35.225	$36.281	$37.370	$38.491	$39.646	$40.835	$42.060	$43.322	$44.622	$45.960
		$63,201	$65,097	$67,050	$69,061	$71,133	$73,267	$75,465	$77,729	$80,061	$82,463	$84,937	$87,485	$90,109	$92,813	$95,597
346	Police Captain (E)	$37.981	$39.121	$40.294	$41.503	$42.748	$44.031	$45.352	$46.712	$48.114	$49.557	$51.044	$52.575	$54.152	$55.777	$57.450
		$79,001	$81,371	$83,812	$86,327	$88,917	$91,584	$94,332	$97,161	$100,076	$103,079	$106,171	$109,356	$112,637	$116,016	$119,496
366	Assistant Police Chief (E)	$41.779	$43.033	$44.324	$45.654	$47.023	$48.434	$49.887	$51.383	$52.925	$54.513	$56.148	$57.833	$59.568	$61.355	$63.195
		$86,901	$89,508	$92,194	$94,959	$97,808	$100,742	$103,765	$106,878	$110,084	$113,386	$116,788	$120,292	$123,900	$127,618	$131,446
406	* Police Chief (E)	$45.957	$47.336	$48.756	$50.219	$51.725	$53.277	$54.876	$56.522	$58.217	$59.964	$61.763	$63.616	$65.524	$67.490	$69.515
		$95,591	$98,459	$101,413	$104,455	$107,589	$110,817	$114,141	$117,565	$121,092	$124,725	$128,467	$132,321	$136,291	$140,379	$144,591



Employee Number	Position	Proposal 2 Year One Cost: Yrs in Current Position Grade	Step	Hrly Rate	Annual Salary
100	ASSISTANT POLICE CHIEF	366	4	45.654	$ 94,959
140	POLICE CAPTAIN	346	4	41.503	$ 86,327
130	POLICE CAPTAIN	346	5	42.749	$ 88,917
120	POLICE CAPTAIN	346	3	40.294	$ 83,812
110	POLICE CAPTAIN	346	3	40.294	$ 83,812
150	POLICE CHIEF	406	8	56.522	$ 117,565
230	POLICE CORPORAL	206	5	29.738	$ 61,855
190	POLICE CORPORAL	206	6	30.630	$ 63,711
160	POLICE CORPORAL	206	6	30.630	$ 63,711
180	POLICE CORPORAL	206	8	32.495	$ 67,591
220	POLICE CORPORAL	206	4	28.872	$ 60,053
200	POLICE CORPORAL	206	9	33.470	$ 69,618
210	POLICE CORPORAL	206	1	26.422	$ 54,957
170	POLICE CORPORAL	206	4	28.872	$ 60,053
590	POLICE OFFICER	196	4	25.106	$ 52,220
750	POLICE OFFICER	196	1	22.975	$ 47,789
620	POLICE OFFICER	196	14	33.740	$ 70,180
770	POLICE OFFICER	196	12	31.803	$ 66,151
510	POLICE OFFICER	196	1	22.975	$ 47,789
850	POLICE OFFICER	196	14	33.740	$ 70,180
860	POLICE OFFICER	196	3	24.375	$ 50,699
810	POLICE OFFICER	196	5	25.859	$ 53,787
280	POLICE OFFICER	196	14	33.740	$ 70,180
300	POLICE OFFICER	196	4	25.106	$ 52,220
320	POLICE OFFICER	196	10	29.978	$ 62,354
690	POLICE OFFICER	196	2	23.665	$ 49,223
700	POLICE OFFICER	196	3	24.375	$ 50,699
370	POLICE OFFICER	196	14	33.740	$ 70,180
380	POLICE OFFICER	196	1	22.975	$ 47,789
540	POLICE OFFICER	196	1	22.975	$ 47,789
950	POLICE OFFICER	196	3	24.375	$ 50,699
880	POLICE OFFICER	196	1	22.975	$ 47,789
400	POLICE OFFICER	196	14	33.740	$ 70,180
710	POLICE OFFICER	196	6	26.635	$ 55,401
310	POLICE OFFICER	196	4	25.106	$ 52,220
650	POLICE OFFICER	196	1	22.975	$ 47,789
440	POLICE OFFICER	196	8	28.257	$ 58,774
660	POLICE OFFICER	196	5	25.859	$ 53,787
760	POLICE OFFICER	196	14	33.740	$ 70,180
630	POLICE OFFICER	196	8	28.257	$ 58,774
500	POLICE OFFICER	196	3	24.375	$ 50,699
420	POLICE OFFICER	196	1	22.975	$ 47,789
270	POLICE OFFICER	196	13	32.758	$ 68,136
570	POLICE OFFICER	196	3	24.375	$ 50,699
870	POLICE OFFICER	196	14	33.740	$ 70,180
520	POLICE OFFICER	196	14	33.740	$ 70,180
910	POLICE OFFICER	196	1	22.975	$ 47,789
730	POLICE OFFICER	196	4	25.106	$ 52,220
360	POLICE OFFICER	196	9	29.105	$ 60,538
450	POLICE OFFICER	196	1	22.975	$ 47,789



480	POLICE OFFICER	196	1	22.975	$ 47,789
680	POLICE OFFICER	196	14	33.740	$ 70,180
900	POLICE OFFICER	196	3	24.375	$ 50,699
820	POLICE OFFICER	196	2	23.665	$ 49,223
470	POLICE OFFICER	196	1	22.975	$ 47,789
960	POLICE OFFICER	196	12	31.803	$ 66,151
940	POLICE OFFICER	196	1	22.975	$ 47,789
720	POLICE OFFICER	196	1	22.975	$ 47,789
890	POLICE OFFICER	196	6	26.635	$ 55,401
490	POLICE OFFICER	196	11	30.877	$ 64,224
830	POLICE OFFICER	196	3	24.375	$ 50,699
840	POLICE OFFICER	196	3	24.375	$ 50,699
290	POLICE OFFICER	196	3	24.375	$ 50,699
410	POLICE OFFICER	196	3	24.375	$ 50,699
530	POLICE OFFICER	196	9	29.105	$ 60,538
920	POLICE OFFICER	196	5	25.859	$ 53,787
550	POLICE OFFICER	196	7	27.434	$ 57,063
930	POLICE OFFICER	196	1	22.975	$ 47,789
340	POLICE OFFICER	196	1	22.975	$ 47,789
560	POLICE OFFICER	196	1	22.975	$ 47,789
780	POLICE OFFICER	196	5	25.859	$ 53,787
330	POLICE OFFICER	196	10	29.978	$ 62,354
790	POLICE OFFICER	196	13	32.758	$ 68,136
390	POLICE OFFICER	196	14	33.740	$ 70,180
640	POLICE OFFICER	196	6	26.635	$ 55,401
350	POLICE OFFICER	196	2	23.665	$ 49,223
740	POLICE OFFICER	196	6	26.635	$ 55,401
970	POLICE OFFICER	196	1	22.975	$ 47,789
580	POLICE OFFICER	196	14	33.740	$ 70,180
430	POLICE OFFICER	196	13	32.758	$ 68,136
670	POLICE OFFICER	196	3	24.375	$ 50,699
610	POLICE OFFICER	196	1	22.975	$ 47,789
460	POLICE OFFICER	196	5	25.859	$ 53,787
800	POLICE OFFICER	196	3	24.375	$ 50,699
600	POLICE OFFICER	196	5	25.859	$ 53,787
990	POLICE OFFICER TRAINEE	166	1	18.168	$ 37,789
980	POLICE OFFICER TRAINEE	166	1	18.168	$ 37,789
1000	POLICE OFFICER TRAINEE	166	1	18.168	$ 37,789
1010	POLICE SERGEANT	316	6	35.225	$ 73,267
1110	POLICE SERGEANT	316	4	33.203	$ 69,061
1020	POLICE SERGEANT	316	5	34.199	$ 71,133
1030	POLICE SERGEANT	316	10	39.646	$ 82,463
1100	POLICE SERGEANT	316	6	35.225	$ 73,267
1090	POLICE SERGEANT	316	1	30.385	$ 63,201
1060	POLICE SERGEANT	316	4	33.203	$ 69,061
1070	POLICE SERGEANT	316	3	32.236	$ 67,050
1080	POLICE SERGEANT	316	5	34.199	$ 71,133
1050	POLICE SERGEANT	316	5	34.199	$ 71,133
1040	POLICE SERGEANT	316	3	32.236	$ 67,050

COUNCIL BILL NO. 2022-001 ORDINANCE NO. _____

AN ORDINANCE approving the 2022 Labor Agreement by and between the City of Joplin, Missouri, and the Fraternal Order of Police Lodge #27; authorizing the City Manager to execute the same by and on behalf of the City; and containing an emergency clause.

WHEREAS, the Fraternal Order of Police Lodge #27 (hereinafter FOP) has long represented police officers, corporals and sergeants of the City of Joplin, Missouri (hereinafter "City") regarding terms and conditions of employment, historically through a process known as "meet and confer"; and,

WHEREAS, in January of 2022, the FOP notified the City that it wanted to open collective bargaining negotiations on issues such as compensation and working conditions; and,

WHEREAS, since January of 2022, the FOP and City have been meeting and negotiating the terms of a labor agreement; and,

WHEREAS, on or about May 5, 2022, the parties came to an agreement; and

WHEREAS, the compensation piece of the Labor Agreement, specifically the new pay plan and slotting of employees is contingent on this Council placing a property tax on the August 2, 2022 ballot and voters of the City of Joplin passing the tax, and in the event that the tax does not pass, the agreement may be reopened for further negotiations on all issues; and

WHEREAS, the Labor Agreement was taken to the FOP membership and they voted in favor of adopting the Agreement; and,

WHEREAS, City desires to approve the attached Labor Agreement, which shall expire on December 31, 2027, in order to allow for changes to wages as contemplated therein to take effect on November 1, 2022, as well as to allow for immediate operation under the new provisions contemplated therein.

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

Section 1. That the Labor Agreement by and between the City of Joplin, Missouri and the Fraternal Order of Police Lodge #27, a true and accurate copy being attached hereto and incorporated herein as though fully set forth as Exhibit A, be, and hereby is, approved.

Section 2. That the City Manager is hereby authorized and directed to execute the Agreement in substantial compliance with the attached Agreement by and on behalf of the City.

Section 3. That the City Manager is hereby authorized and directed to take such action and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

Section 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences, or clauses.

Section 5. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, is an emergency within the meaning of Section 2.12(1) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

PASSED by the City Council of the City of Joplin, Missouri, this ____ day of _____, 2022, by a vote of _____.

_____
Douglas W. Lawson, 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. 2022-002 approving a Labor Agreement by and between the City of Joplin and the Joplin Professional Firefighters IAFF Local 59.

MEETING DATE
May 16, 2022

REVIEWED BY:
Peter Edwards, City Attorney; Leslie Haase, Finance Director; Nick Edwards, City Manager.

SUMMARY:
This Council Bill approves a Labor Agreement between the City of Joplin and the Joplin Professional Firefighters IAFF Local 59.

BACKGROUND:

The Joplin Professional Firefighters IAFF Local 59 (hereinafter IAFF) has represented Fire Fighters, Drivers, Fire Captains, Battalion Chief, Fire Training Chief and Fire Marshal of the City of Joplin, Missouri (hereinafter "City") regarding terms and conditions of employment, historically through a process known as "meet and confer". In April of 2022, the IAFF and City began discussions on topics related to compensation and working conditions, and this was based in large part on the new pay plan that was presented to them by city administration.

Since that time, the IAFF and City have been meeting and negotiating the terms of a labor agreement. On or about May 9, 2022, the parties came to an agreement. The compensation piece of the Labor Agreement, specifically the new pay plan and slotting of employees is contingent on this Council placing a property tax on the August 2, 2022 ballot and voters of the City of Joplin passing the tax, and in the event that the tax does not pass, the agreement may be reopened for further negotiations on all issues. The Labor Agreement was taken to the IAFF membership and they voted in favor of adopting the Agreement. The City desires to approve the attached Labor Agreement, which shall expire on December 30, 2027 in order to allow for changes to wages as contemplated therein to take effect on November 1, 2022, as well as to allow for immediate operation under the new provisions contemplated therein.

RECOMMENDATION:
Staff recommends this Council Bill be passed on an emergency basis.

ATTACHMENTS:
Council Bill No. 2021-002 w/Agreement

PCE:ab

CITY OF JOPLIN, MISSOURI

and

JOPLIN PROFESSIONAL FIREFIGHTERS IAFF LOCAL 59 LABOR AGREEMENT

ARTICLE I. Preamble

Section 1.01 Parties
This Agreement has been developed by the Joplin Professional Firefighters IAFF Local 59, herein called the "Local," and the City of Joplin, Missouri, herein called the "City."

ARTICLE II. Wages

Section 2.01 Wages

The City has presented a new pay plan, attached hereto as Exhibit 1. The pay plan is conditioned on the City Council approving an ordinance, and subsequently, the voters of the City of Joplin passing a general property tax at the rate of $1.00 per $100.00 of assessed value, at the August 2, 2022 primary election.

If the tax is approved by the voters, the new pay plan will have an effective date of November 1, 2022.

The move to the new pay plan will be the employee's raise for the 2022-2023 fiscal year. In subsequent fiscal years, the employees will begin to move through the step plan.

Under the new pay plan, affected employees shall be placed on the step corresponding to their years of service in their current position subject to a guaranteed wage increase as follows:

a. Firefighters/EMT, Deputy Fire Chief and Fire Chief no less than 10%
b. Fire Driver/Engineer, Fire Captain, Battalion Chief, Fire Training Chief and Fire Marshal no less than 20%

In the event the step placement does not grant this wage increase, the employee shall be placed on the next closest step that grants this guaranteed wage increase. For any Tier 1 employees that were rehired after retirement and are still employed on the effective date of November 1, 2022, their years of service will include their years serving as a Tier 1 employee. The placement of each employee within the new pay plan is attached hereto as Exhibit 2.

Section 2.02 COLA

In the event that the City grants COLA or Inflationary raises to all city employees in any fiscal year, the employees under this Agreement shall also receive the same COLA or inflationary raise.

Section 2.03 Longevity Pay

Beginning with an employee's five (5) year anniversary with the department, they shall receive additional pay equal to 1% of their total pay each pay period. The percentage will go up by 1% every five (5) year period.

ARTICLE III. Health and Welfare

Section 3.01 Insurance Plan Coverage Options

All employees covered under this Agreement shall receive the same insurance plan coverage options and benefits as are available to all other City employees. The City shall have the right to change plans and/or carriers, or to change benefits available under an existing plan, after providing at least thirty (30) days' advance notice to the Local, and at least sixty (60) days' notice if practicable, of any contemplated change.

Section 3.02 Retiree Healthcare

The City shall continue to make health insurance available to retirees, at the retirees' expense. The premium charged to retirees shall be no greater than the full amount of the premium (total amount of employer and employee contributions) charged for active employees at the same coverage levels plus the 2% administrative fee.

ARTICLE IV. Retirement Benefits

Section 4.01 Retirement Program

All employees enrolled in the City's Police and Fire Pension Plan as of January 1, 2022 will continue to participate in the Police and Fire Pension Plan. All other employees will be enrolled in Missouri Lagers L-11 program at no cost to the employee.

Section 4.02 Supplemental Retirement Program

Officers may elect to participate in the tax sheltered, supplemental 457 retirement plan administered by the International City Management Association (ICMA) Retirement Corporation, Nationwide Retirement Plan, or other retirement plans approved by the City. Employee contributions will be made through payroll deductions up to the IRS approved maximum annual contribution limits.

ARTICLE V. Holidays, Vacation and Sick Leave

Section 5.01

Employees shall receive all holidays and floating holidays in accordance with City policy. Employees shall accrue and be entitled to use vacation and sick leave in accordance with Current

City policy. In the event that the City grants additional holidays and or vacation increases to other city employees in any fiscal year, the employees under this agreement shall also receive comparable holidays and or vacation increases.

ARTICLE VI. Rehire

Section 6.01 Rehire

Former bargaining unit employees who are rehired within one (1) year from their date of separation shall have their prior seniority within the department reinstated and shall accrue new seniority from the date of re-hire. There is no guarantee of re-employment with the City and all employees shall be required to go through the hiring and background process, and if hired, complete a probationary period.

Section 6.02 Tier 1 Rehire

If the voters of the City of Joplin pass the general property tax at the August 2, 2022 election, effective November 1, 2022, Tier 1 employees will be allowed to immediately rehire without any gap in service, subject to Department Director and City Manager approval, with the same rank, rate of pay, longevity, seniority, the same accrual level for vacation time and shall retain their sick leave accumulated balance at the point of their retirement. Tier 1 employees that have not previously rehired and have separated from the City, will be eligible for rehire, subject to Department Director and City Manager approval, at the entry level rank up to Step 5 of the pay plan.

ARTICLE VII. Complete Agreement

Section 7.01 Complete Agreement

The parties acknowledge that this is a complete understanding of the parties with respect to the subject matter contained in this Agreement. Therefore, the City and the Local, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, except as expressly provided for herein. Further, each party voluntarily and unqualifiedly waive the right and agrees that the other shall not be obligated to bargain collectively over any other subject during the life of this Agreement, even though such subjects or matters are not addressed herein, and may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Nothing contained herein shall prevent the Local from continuing to work with the Fire Chief and his staff on non-financial issues, fire department procedures and policies. The parties acknowledge and agree that they have each negotiated this Agreement in good faith.

Section 7.02 Savings

If any article or section of this Agreement shall be held invalid by operation of law or by any tribunal, the remainder of the Agreement shall not be affected thereby. The Parties shall enter into

immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for any article or section that has been held invalid.

ARTICLE VIII. Term of Agreement

Section 8.01 Effective Date

This Agreement shall become effective upon ratification by both parties, and shall remain in effect through December 30, 2027, without any reopeners. The parties may re-open the Agreement by a signed mutual agreement, but are not obligated to do so. At least sixty (60) days prior to expiration of this Agreement, either party may notify the other that they wish to meet and confer in a good-faith attempt to reach agreement on the terms of the renewal or replacement of this Agreement. In the event no notice is given, this Agreement will automatically renew for successive one-year periods. This Agreement may be extended by the parties beyond its termination date for periods of no longer than sixty (60) days, provided negotiations are continuing. The parties agree to submit any disputes to mediation if an impasse is reached. In the event that the August, 2022 tax is not passed by the citizens, the parties may re-open this agreement for negotiations on all issues.

The City of Joplin, Missouri

_____
Nicholas Edwards,
City Manager

Date: _____

Joplin Professional Firefighters
IAFF Local 59

_____
Jeremie Humphrey,
President

_____
Adam Grimes,
Vice President

Date: _____

CITY OF JOPLIN

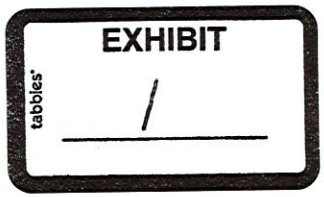
EXHIBIT "1"-SALARY ADMINISTRATION PLAN

FOR CLASSIFIED AND UNCLASSIFIED POSITIONS

EFFECTIVE NOVEMBER 1, 2022

* - unclassified position according to city charter (E) - exempt according to FLSA

Grade	Position (* - unclassified according to city charter)	Step 1 (hrly/annual)	Step 2 (hrly/annual)	Step 3 (hrly/annual)	Step 4 (hrly/annual)	Step 5 (hrly/annual)	Step 6 (hrly/annual)	Step 7 (hrly/annual)	Step 8 (hrly/annual)	Step 9 (hrly/annual)	Step 10 (hrly/annual)	Step 11 (hrly/annual)	Step 12 (hrly/annual)	Step 13 (hrly/annual)	Step 14 (hrly/annual)	Step 15 (hrly/annual)
162	Firefighter Trainee	$11.7370	$12.0891													
		$34,178	$35,203													
172	Firefighter/EMT	$15.1710	$15.6261	$16.0949	$16.5778	$17.0751	$17.5874	$18.1150	$18.6584	$19.2182	$19.7947	$20.3886	$21.0002	$21.6302	$22.2791	
		$44,178	$45,503	$46,868	$48,274	$49,723	$51,214	$52,751	$54,333	$55,963	$57,642	$59,372	$61,153	$62,987	$64,877	
192	Fire Driver/Engineer	$17.4467	$17.9701	$18.5092	$19.0644	$19.6364	$20.2255	$20.8322	$21.4572	$22.1009	$22.7639	$23.4469	$24.1503	$24.8748	$25.6210	
		$50,805	$52,329	$53,899	$55,516	$57,181	$58,897	$60,663	$62,483	$64,358	$66,289	$68,277	$70,326	$72,435	$74,608	
312	Fire Captain	$20.0637	$20.6656	$21.2855	$21.9241	$22.5818	$23.2593	$23.9571	$24.6758	$25.4161	$26.1785	$26.9639	$27.7728	$28.6060	$29.4642	$30.3481
		$58,425	$60,178	$61,984	$63,843	$65,758	$67,731	$69,763	$71,856	$74,012	$76,232	$78,519	$80,874	$83,301	$85,800	$88,374
342	Battalion Chief	$32.302	$33.272	$34.270	$35.298	$36.357	$37.448	$38.571	$39.728	$40.920	$42.148	$43.412	$44.714	$46.056	$47.438	$48.861
	Fire Marshal	$67,189	$69,205	$71,281	$73,419	$75,622	$77,891	$80,227	$82,634	$85,113	$87,667	$90,297	$93,006	$95,796	$98,670	$101,630
	Fire Training Chief															
		$23.0732	$23.7654	$24.4784	$25.2127	$25.9691	$26.7482	$27.5506	$28.3771	$29.2285	$30.1053	$31.0085	$31.9387	$32.8969	$33.8838	$34.9003
		$67,189	$69,205	$71,281	$73,419	$75,622	$77,891	$80,227	$82,634	$85,113	$87,667	$90,297	$93,006	$95,796	$98,670	$101,630
362	Deputy Fire Chief (E)	$37.148	$38.262	$39.410	$40.592	$41.810	$43.065	$44.357	$45.687	$47.058	$48.470	$49.924	$51.421	$52.964	$54.553	$56.190
		$77,268	$79,586	$81,973	$84,432	$86,965	$89,574	$92,262	$95,029	$97,880	$100,817	$103,841	$106,956	$110,165	$113,470	$116,874
402	* Fire Chief (E)	$42.720	$44.002	$45.322	$46.681	$48.082	$49.524	$51.010	$52.540	$54.117	$55.740	$57.412	$59.135	$60.909	$62.736	$64.618
		$88,858	$91,523	$94,269	$97,097	$100,010	$103,010	$106,101	$109,284	$112,562	$115,939	$119,417	$123,000	$126,690	$130,491	$134,405



Proposal 2 Year One Cost: Yrs in Current Position

Employee No	Position	Grade	Step	Hrly Rate	Annual Salary
110	BATTALION CHIEF	42F	5	25.9691	$ 75,622
130	BATTALION CHIEF	42F	9	29.2285	$ 85,113
120	BATTALION CHIEF	42F	6	26.7482	$ 77,891
140	DEPUTY FIRE CHIEF	362	7	44.3570	$ 92,262
200	FIRE CAPTAIN	12F	13	28.6060	$ 83,301
310	FIRE CAPTAIN	12F	10	26.1785	$ 76,232
290	FIRE CAPTAIN	12F	6	23.2593	$ 67,731
270	FIRE CAPTAIN	12F	2	20.6656	$ 60,178
250	FIRE CAPTAIN	12F	5	22.5818	$ 65,758
280	FIRE CAPTAIN	12F	10	26.1785	$ 76,232
150	FIRE CAPTAIN	12F	10	26.1785	$ 76,232
320	FIRE CAPTAIN	12F	7	23.9571	$ 69,763
190	FIRE CAPTAIN	12F	10	26.1785	$ 76,232
170	FIRE CAPTAIN	12F	5	22.5818	$ 65,758
260	FIRE CAPTAIN	12F	3	21.2855	$ 61,984
210	FIRE CAPTAIN	12F	7	23.9571	$ 69,763
300	FIRE CAPTAIN	12F	4	21.9241	$ 63,843
220	FIRE CAPTAIN	12F	7	23.9571	$ 69,763
180	FIRE CAPTAIN	12F	3	21.2855	$ 61,984
240	FIRE CAPTAIN	12F	3	21.2855	$ 61,984
230	FIRE CAPTAIN	12F	2	20.6656	$ 60,178
160	FIRE CAPTAIN	12F	3	21.2855	$ 61,984
330	FIRE CHIEF	402	6	49.5240	$ 103,010
480	FIRE DRIVER/ENGINEER	92F	5	19.6364	$ 57,181
630	FIRE DRIVER/ENGINEER	92F	7	20.8322	$ 60,663
430	FIRE DRIVER/ENGINEER	92F	3	18.5092	$ 53,899
450	FIRE DRIVER/ENGINEER	92F	3	18.5092	$ 53,899
550	FIRE DRIVER/ENGINEER	92F	3	18.5092	$ 53,899
600	FIRE DRIVER/ENGINEER	92F	11	23.4469	$ 68,277
370	FIRE DRIVER/ENGINEER	92F	7	20.8322	$ 60,663
380	FIRE DRIVER/ENGINEER	92F	7	20.8322	$ 60,663
440	FIRE DRIVER/ENGINEER	92F	2	17.9701	$ 52,329
410	FIRE DRIVER/ENGINEER	92F	14	25.6210	$ 74,608
510	FIRE DRIVER/ENGINEER	92F	9	22.1009	$ 64,358
390	FIRE DRIVER/ENGINEER	92F	10	22.7639	$ 66,289
500	FIRE DRIVER/ENGINEER	92F	2	17.9701	$ 52,329
620	FIRE DRIVER/ENGINEER	92F	14	25.6210	$ 74,608
420	FIRE DRIVER/ENGINEER	92F	7	20.8322	$ 60,663
360	FIRE DRIVER/ENGINEER	92F	2	17.9701	$ 52,329
580	FIRE DRIVER/ENGINEER	92F	1	17.4467	$ 50,805
470	FIRE DRIVER/ENGINEER	92F	7	20.8322	$ 60,663
590	FIRE DRIVER/ENGINEER	92F	3	18.5092	$ 53,899
490	FIRE DRIVER/ENGINEER	92F	10	22.7639	$ 66,289
610	FIRE DRIVER/ENGINEER	92F	8	21.4572	$ 62,483
570	FIRE DRIVER/ENGINEER	92F	6	20.2255	$ 58,897

EXHIBIT
tabbies
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460	FIRE DRIVER/ENGINEER	92F	6	20.2255	$	58,897
530	FIRE DRIVER/ENGINEER	92F	9	22.1009	$	64,358
520	FIRE DRIVER/ENGINEER	92F	2	17.9701	$	52,329
340	FIRE DRIVER/ENGINEER	92F	2	17.9701	$	52,329
400	FIRE DRIVER/ENGINEER	92F	10	22.7639	$	66,289
560	FIRE DRIVER/ENGINEER	92F	6	20.2255	$	58,897
350	FIRE DRIVER/ENGINEER	92F	1	17.4467	$	50,805
540	FIRE DRIVER/ENGINEER	92F	11	23.4469	$	68,277
640	FIRE MARSHAL	342	12	44.7140	$	93,006
660	FIRE TRAINING CHIEF	342	7	38.5710	$	80,227
650	FIRE TRAINING CHIEF	342	5	36.3570	$	75,622
950	FIREFIGHTER/EMT	72F	2	15.6261	$	45,503
920	FIREFIGHTER/EMT	72F	4	16.5788	$	48,274
850	FIREFIGHTER/EMT	72F	2	15.6261	$	45,503
860	FIREFIGHTER/EMT	72F	2	15.6261	$	45,503
1010	FIREFIGHTER/EMT	72F	1	15.1710	$	44,178
1000	FIREFIGHTER/EMT	72F	10	19.7947	$	57,642
840	FIREFIGHTER/EMT	72F	3	16.0949	$	46,868
710	FIREFIGHTER/EMT	72F	3	16.0949	$	46,868
810	FIREFIGHTER/EMT	72F	3	16.0949	$	46,868
770	FIREFIGHTER/EMT	72F	10	19.7947	$	57,642
820	FIREFIGHTER/EMT	72F	2	15.6261	$	45,503
880	FIREFIGHTER/EMT	72F	14	22.2791	$	64,877
700	FIREFIGHTER/EMT	72F	1	15.1710	$	44,178
760	FIREFIGHTER/EMT	72F	11	21.0002	$	61,153
910	FIREFIGHTER/EMT	72F	14	22.2791	$	64,877
790	FIREFIGHTER/EMT	72F	8	18.6584	$	54,333
970	FIREFIGHTER/EMT	72F	7	18.1150	$	52,751
680	FIREFIGHTER/EMT	72F	2	15.6261	$	45,503
800	FIREFIGHTER/EMT	72F	5	17.0751	$	49,723
670	FIREFIGHTER/EMT	72F	6	17.5874	$	51,214
730	FIREFIGHTER/EMT	72F	1	15.1710	$	44,178
960	FIREFIGHTER/EMT	72F	1	15.1710	$	44,178
930	FIREFIGHTER/EMT	72F	14	22.2791	$	64,877
750	FIREFIGHTER/EMT	72F	1	15.1710	$	44,178
690	FIREFIGHTER/EMT	72F	1	15.1710	$	44,178
900	FIREFIGHTER/EMT	72F	3	16.0949	$	46,868
990	FIREFIGHTER/EMT	72F	2	15.6261	$	45,503
870	FIREFIGHTER/EMT	72F	2	15.6261	$	45,503
780	FIREFIGHTER/EMT	72F	1	15.1710	$	44,178
890	FIREFIGHTER/EMT	72F	1	15.1710	$	44,178
720	FIREFIGHTER/EMT	72F	1	15.1710	$	44,178
940	FIREFIGHTER/EMT	72F	1	15.1710	$	44,178
740	FIREFIGHTER/EMT	72F	4	16.5778	$	48,274
980	FIREFIGHTER/EMT	72F	1	15.1710	$	44,178
830	FIREFIGHTER/EMT	72F	5	17.0751	$	49,723

COUNCIL BILL NO. 2022-002 ORDINANCE NO. _____

AN ORDINANCE approving the 2022 Labor Agreement by and between the City of Joplin, Missouri, and the Joplin Professional Firefighters IAFF Local 59, and authorizing the City Manager to execute the same by and on behalf of the City; and, containing an emergency clause.

WHEREAS, the Joplin Professional Firefighters IAFF Local 59 (hereinafter IAFF) has represented Fire Fighters, Drivers, Fire Captains, Battalion Chief, Fire Training Chief and Fire Marshal of the City of Joplin, Missouri (hereinafter "City") regarding terms and conditions of employment, historically through a process known as "meet and confer"; and,

WHEREAS, in April of 2022, the IAFF and City began discussions on topics related to compensation and working conditions, and this was based in large part on the new pay plan that was presented to them by city administration; and,

WHEREAS, since that time, the IAFF and City have been meeting and negotiating the terms of a labor agreement; and,

WHEREAS, on or about May 9, 2022, the parties came to an agreement; and,

WHEREAS, the compensation piece of the Labor Agreement, specifically the new pay plan and slotting of employees is contingent on this Council placing a property tax on the August 2, 2022 ballot and voters of the City of Joplin passing the tax, and in the event that the tax does not pass, the agreement may be reopened for further negotiations on all issues; and,

WHEREAS, the Labor Agreement was taken to the IAFF membership and they voted in favor of adopting the Agreement; and,

WHEREAS, City desires to approve the attached Labor Agreement, which shall expire on December 30, 2027 in order to allow for changes to wages as contemplated therein to take effect on November 1, 2022, as well as to allow for immediate operation under the new provisions contemplated therein.

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

Section 1. That the 2022 Labor Agreement by and between the City of Joplin, Missouri and the Joplin Profession Firefighters IAFF #59, a true and accurate copy being attached hereto and incorporated herein as though fully set forth as Exhibit A, be and hereby is approved.

Section 2. That the City Manager is authorized and directed to execute the Agreement in substantial compliance with the attached Agreement by and on behalf of the City.

Section 3. That the City Manager is hereby authorized and directed to take such action and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

Section 4. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

Section 5. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, is an emergency within the meaning of Section 2.12(1) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval.

PASSED by the City Council of the City of Joplin, Missouri, this ____ day of _____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-123 – approving a construction agreement with Joplin Industrial Electric Inc. for construction of the Murphy Boulevard High Water Automated Gates System (TS0804).

MEETING DATE
May 16, 2022

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
Location Map, Bid Summary; Agreement, CB2022-123

REVIEWED BY
Interim Director of Public Works: Daniel Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards.

SUMMARY
This Council Bill authorizes the City Manager or his designee to enter into an agreement with Joplin Industrial Electric Inc., in the amount of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 Dollars ($186,496.00) for construction of the Murphy Boulevard High Water Automated Gates System project (TS0804).

BACKGROUND
The Parks and Storm Water Sales Tax was renewed by voters in August 2021. A capital improvement project recommendation list was developed for the utilization of the 2022-2032 Parks and Storm Water Sales Tax funds which was approved by voters. Included in the list of approved projects was a project for the replacement of the current high water gate system implemented on Murphy Boulevard west of Main Street. The current system consists of a float level sensor that rises and falls depending on the elevation of Joplin creek. Once triggered, a signal is sent activating the warning blinker lights to alert motorists. During high water rain events, the Joplin police department or public works personnel must arrive at the scene to manually close the gates and restrict access. Because of the unreliability of the existing float level sensor (which would trigger at an undesirable frequency accidentally due to false readings mainly attributed to blockages) and in order to increase reliability and response time to actual high-water events, staff proposed to replace the existing system with a radar based automated gate system. The proposed new system has a radar sensor to increase reliability in the detection of actual high-water events. Furthermore, the system has the capability of automatically sending text and email notifications to select relevant personnel (such as the police department or public works staff) which allows for instant notification of a high-water event. The system also allows for real-time observation of existing conditions via a mounted camera with night vision capability. Lastly, when the sensor detects a high-water event, the system is capable of automatically engaging the gate arms to restrict access, thereby increasing event response time and reducing strain on police officer resources who would normally be summoned from their patrol duties to manually engage the gate on site.

In accordance with the City of Joplin's procurement policies, a request for proposals for construction of the Murphy Boulevard High Water Automated Gates System project was

advertised. One proposal was received, and bids were opened on May 5, 2022, with Joplin Industrial Electric Inc. the lone bidder. The bid was below the Engineer's estimate. Construction inspection services are intended to be performed in-house by the Public Works department with installation oversight services provided by the system vendor TAPCO.

FUNDING SOURCE

Parks and Storm Water Sales Tax fund.

RECOMMENDATION

Staff recommends approval of this Council Bill No. 2022-123 on an Emergency Basis, in that said ordinance provides for public improvements and is considered to be an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this ordinance needs to be approved on an Emergency Basis in order to secure favorable prices from the suppliers in the current volatile market as well as to ensure receipt of materials from suppliers in time to complete installation of system before the opening of the new adjacent Dover Hill Elementary school.

Murphy Boulevard High Water Automated Gates System



JOPLIN MISSOURI

N W E S

BID SUMMARY

Bid Opening: May 5th 2:00 PM 4th Floor Conference Room City Hall

PROJECT: Murphy Boulevard High Water Automated Gates System

Contractor	Total Base Bid
Joplin Industrial Electric Inc.	**$186,496.00**
Engineer's Estimate	$205,809.00

COUNCIL BILL NO. 2022-123 ORDINANCE NO

AN ORDINANCE approving the City of Joplin to enter into a construction agreement with Joplin Industrial Electric Inc., in the amount of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 Dollars ($186,496.00) for construction of the Murphy Boulevard High Water Automated Gates System project (TS0804); and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said construction agreement by and between the City of Joplin and Joplin Industrial Electric Inc., in the amount of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 Dollars ($186,496.00) for construction of the Murphy Boulevard High Water Automated Gates System project (TS0804) funded through the Parks and Stormwater Sales Tax, in the City of Joplin, Jasper County, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached agreement, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Parks and Stormwater Sales Tax fund.

Section 4. That the City of Joplin hereby declares that this Ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the Home Rule Charter of the City of Joplin, Missouri, and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this ordinance needs to be approved on an Emergency Basis in order to secure favorable prices from the suppliers in the current volatile market as well as to ensure receipt of materials from suppliers in time to complete installation of system before the opening of the new adjacent Dover Hill Elementary school.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL 2022-123

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Parks and Stormwater Sales Tax fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
JOPLIN INDUSTRIAL ELECTRIC INC

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801** Attention: Dan Johnson		Name: Joplin Industrial Electric Inc Address: 2202 S. Prigmore avenue Joplin Missouri Attention: Ryan Zingle	
Department: Public Works		Phone: 417-529-1514	Fax:
Phone: 417-624-0820 ext 1538	Fax:	Murphy Boulevard High Water Automated Gates System (TS0804)	

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Murphy Boulevard High Water Automated Gates System (TS0804)

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 Sixty (60) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall

secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these

defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 ($186,496.00) dollars conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate

to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelledportions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

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

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

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

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

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Eighty-Six Thousand Four Hundred Ninety-Six and 00/100 ($186,496.00) dollars, said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, Interim Public Works Director

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2022- 357, Building Regulations

MEETING DATE
May 16, 2022

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 327 S. St. Charles Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on November 11, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On April 1, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on April 15, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$3,800.00
Big Johns	$6,500.00
B & D Yardbuilders	$6,659.00
Clay Cole Trucking	$4,000.00
D & A Demolition	$4,500.00

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 2021-22 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to USA Demolition for $3,800.00 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. 2022- 357, Photograph of Property, Bid Tabulation

CLOSING DATE:	15-Apr-2021	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:15 AM	BID OPENED BY:	Jeff OliverOlivia Stockdale
Demolition of all structures		LOCATION:	327 S. St. Charles Ave

COMPANY	BIDS
B & D Yardbuilders	$6,659.00
Big John's Heavy Equipment	$6,500.00
Clay Cole Trucking	$4,000.00
USA Demolition	$3,800.00
D & A	$4,500.00


COUNCIL BILL 2022-357
327 S. ST. CHARLES Ave.







COUNCIL BILL NO. 2022-357 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 327 S. St. Charles Ave. in the City of Joplin, Missouri, for Three Thousand Eight Hundred dollars ($3,800.00); 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 Three Thousand Eight Hundred dollars ($3,800.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 327 S. St. Charles 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 327 S. St. Charles Ave. and legally described as: ALL OF LOT NUMBERED 313 EX SOUTH FIVE (5) FEET & ALL OF LOTS 314 &315 IN Y.M.C.A. 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_____, 2022, by a vote of _____.

_____
Douglas W. Lawson , 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. 2022- 358, Building Regulations

MEETING DATE
May 16, 2022

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 D & A Demolition to remove the structures, and any remaining debris including foundation and footings located at 1611 S. Missouri Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on July 19, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On April 1, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on April 15, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$5,800.00
Big Johns	$7,950.00
B & D Yardbuilders	$9,622.00
Clay Cole Trucking	$8,500.00
D & A Demolition	$5,600.00

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 2021-22 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to D & A Demolition for $5,600.00 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. 2022- 358, Photograph of Property, Bid Tabulation

CLOSING DATE:	15-Apr-2021	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:15 AM	BID OPENED BY:	Jeff Oliver/Olivia Stockdale
Demolition of all structures		LOCATION:	1611 S. Missouri Ave

COMPANY	BIDS
B & D Yardbuilders	$9,622.05
Big John's Heavy Equipment	$7,950.00
Clay Cole Trucking	$8,500.00
USA Demolition	$5,800.00
D & A	$5,600.00


COUNCIL BILL 2022-358
1611 S. MISSOURI AVE.







COUNCIL BILL NO. 2022-358 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and D & A Demolition for the demolition of the structure(s) and clearing of a lot located at 1611 S. Missouri Ave. in the City of Joplin, Missouri, for Five Thousand Six Hundred dollars ($5,600.00); 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 D & A Demolition in the amount of Five Thousand Six Hundred dollars ($5,600.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1611 S. Missouri 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 1611 Missouri Ave. and legally described as: ALL OF LOT NUMBRED SIXTY-FOUR (64) IN CAMPBELL'S FIFTH 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_____, 2022, by a vote of _____.

_____
Douglas W. Lawson , 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. 2022- 359, Building Regulations

MEETING DATE
May 16, 2022

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 Clay Cole Trucking to remove the structures, and any remaining debris including foundation and footings located at 1201 S. Byers Ave.

BACKGROUND
The above listed address was "tagged" as a dangerous building on January 22, 2019. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On April 1, 2022, an advertisement for bids was published in the Joplin Globe with bids being received on April 15, 2022, for the removal of structures and any reaming debris including footings and foundations. At that time bids were received as follows.

USA Demolition	$44,498.00
Big Johns	$95,000.00
B & D Yardbuilders	$24,378.00
Clay Cole Trucking	$16,500.00
D & A Demolition	$35,000.00

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 2021-22 budget of the Revolving Fund.

RECOMMENDATION
City Staff recommends that the demolition removal contract be awarded to Clay Cole Trucking for $16,500.00 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. 2022- 359, Photograph of Property, Bid Tabulation

CLOSING DATE:	15-Apr-2021	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:15 AM	BID OPENED BY:	Jeff Oliver/Olivia Stockdale
Demolition of all structures		LOCATION:	1201 S. Byers Ave

COMPANY	BIDS
B & D Yardbuilders	$24,378.00
Big John's Heavy Equipment	$95,000.00
Clay Cole Trucking	$16,500.00
USA Demolition	$44,498.00
D & A	$35,000.00


COUNCIL BILL 2022-359
1201 S. BYERS AVE.







COUNCIL BILL NO. 2022-359 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Clay Cole Trucking for the demolition of the structure(s) and clearing of a lot located at 1201 S. Byers Ave. in the City of Joplin, Missouri, for Sixteen Thousand Five Hundred dollars ($16,500.00); 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 Clay Cole Trucking in the amount of Sixteen Thousand Five Hundred dollars ($16,500.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1201 S. Byers 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 1201 S. Byers Ave. and legally described as: JOP MISC BEG 20'N SW CORN LOT 16 CARTER'S 1ST E 404' S 212.5' NWLY 250' S TO SE CORNER LOT 18 W TO SW CORNER LOT 18 N TO POB.

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_____, 2022, by a vote of _____.

_____
Douglas W. Lawson , Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
BID FORM - PROPOSAL

SUBMITTED BY: Simpson Lawn Care, Inc.
Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Joplin, Missouri in accordance with the delivery schedule indicated below and according to the prices and products/services information submitted.

BASE BID:
Mowing and trimming of designated lots according to the size of the lot as defined below and described on the "Request to Mow" from the City.

1. Lot size < .25 acre** $ 44.00 Each
2. Lot size .25 acre to .5 acre $ 62.00 Each
3. Lot size .5 to 1.0 acre $ 83.00 Each
4. Lot size > 1.0 acre $ 125.00 per acre

** A substantial number of lots will fall in this category

TOTAL BASE BID $ 314.00

ALTERNATE BID:

Mowing of specific large lots with difficult terrain with heavier equipment (brush hog).

1. Brush hog mowing $ 125.00 per acre

ADDITIONAL INFORMATION:

Specify normal business hours: Monday thru Friday 8am-6pm

Specify contact name, phone number, and email address Adam Simpson

Office = 417-717-5030 Email = adam@simpsonlawn.com

BIDDER understands that they may be asked to provide a complete and detailed breakdown of bid item prices following opening of the bids but prior to award of contract. BIDDER also hereby certifies that the bid prices for each component of the project will be substantiated by submittal of a detailed cost breakdown of all components of the PROJECT to the CITY PROJECT MANAGER prior to release of any payments to the BIDDER for work performed.

BIDDER understands and acknowledges that the bid items shown in this proposal represent a summary of major components of services required. The bid price for each item shall include the cost of all adjacent or related items that are called for in the specifications or are otherwise necessary to provide completely the improvements.

BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) consecutive calendar days after the scheduled closing time for receiving bids.

BIDDER understands that the City has the right to waive any informalities and maintains the right to reject any or all bids.

The undersigned agrees to enter into a contract within seven (7) days from notice of award should this proposal be accepted.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the PROJECT shall apply to the Contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from the any obligation in respect to his BID.

The low BIDDER shall supply the names and addresses of the major SUBCONTRACTORS when requested to do so by the OWNER.

Dated 28th day of April, 2022.

Company Simpson Lawn Care, Inc.

Address 1551 Prairie Flower Road Webb City, Missouri 64870

Signature Adam Simpson

(Print Name) Adam Simpson

COUNCIL BILL NO. 2022-401 ORDINANCE NO.

AN ORDINANCE approving an Agreement with Simpson Lawn Care, Inc. for RFP 2022-06, On-Call Nuisance Lot Mowing Service, and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Agreement with Simpson Lawn Care, Inc. for RFP 2022-06, On-Call Nuisance Lot Mowing Service, 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 Simpson Lawn Care, Inc.

Section 3. That upon the approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, approved by the Director of Planning, Development and Neighborhood Services, the contractor shall be paid.

Section 4. That the City hereby declares that this Ordinance dealing with public safety, 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, this Ordinance shall become effective immediately upon its passage.

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

_____

: Douglas W. Lawson, Mayor

ATTEST

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Council Bill 2022-401

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-401 for a Contractor Agreement with Simpson Lawn Care, Inc for Bid Packet 2022-06, On-Call Nuisance Lot Mowing Services.

MEETING DATE
May 16, 2022

REVIEWED BY
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 authorizes the City Manager or his designee to enter into an agreement with Simpson Lawn Care, Inc. for the mowing of private nuisance lots with grass and/or weeds over 12".

BACKGROUND
By ordinance, property owners are to maintain their lots to ensure grass/weeds do not grow over 12". Property owners receive notice from the City to cut their lots within a certain period of time. If the property owners do not comply, the Neighborhood Improvement Officers (Code Enforcement Officers) will issue a request to mow to Public Works-Operations to abate the nuisance. Afterwards, the Finance Department will bill the property owner for the abatement and place the charge against the property until such time that the charge is paid. Due to current personnel shortages, Public Works does not have the capacity to maintain City properties and abate nuisance lots. Nuisance violations have averaged from 500 to 700 mow requests per season. Therefore, in accordance with the City of Joplin's procurement policies, a request for bid proposal (RFP) was advertised in the Joplin Globe on April 12, 2022. This RFP requested contractors to submit a base price that includes labor and equipment based on the size of lots. One bid was received from Simpson Lawn Care, Inc. of Webb City, Missouri. The rates per lot submitted by Simpson have been reviewed by City staff and have been deemed reasonable for this type of work. City staff has deemed Simpson to be competent and capable of providing the labor and equipment to perform the services as detailed in the RFP. The agreement is effective through November 15, 2022.

FUNDING SOURCE
Mowing costs plus administrative fees will be billed to the property owners.

RECOMMENDATION.
Staff recommends approval of Council Bill 2022-401, Contractor Agreement with Simpson Lawn Care, Inc. for RFP 2022-06, On-Call Nuisance Lot Mowing Service on an emergency basis, in that said ordinance provides for public safety and is considered to be an emergency per section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage.

ATTACHMENTS
Council Bill 2022-401; Agreement; Bid Proposal

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF JOPLIN, MISSOURI, hereinafter "the City," and **Simpson Lawn Care, Inc., a Missouri Corporation,** hereinafter referred to as "the Contractor".

WHEREAS, the City desires to hire an independent contractor to provide on-call nuisance lot mowing services on private properties; and

WHEREAS, the Contractor desires to be hired as an independent contractor to provide on-call nuisance mowing services on private properties.

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. That the Contractor is to be engaged as an independent contractor responsible for mowing private lots declared a nuisance by the City in accordance with specifications of Bid Package #2022-06 referenced herein and on file in the Planning, Development & Neighborhood Services Department as directed by City.. The Contractor will furnish all necessary materials, labor, tools, machinery, and other means to accomplish the maintenance tasks.

2. That the term of this Agreement shall be from the date last written below through November 15, 2022, and can be renewed for an additional mowing season, at the discretion of the City.

3. That the City has the right to terminate its relationship with the Contractor, with or without cause, upon thirty (30) days' notice of its intent to do so. If the City terminates this Agreement, the City's obligation to pay the Contractor shall also terminate on the last date the Contractor provided services to the City prior to the termination date, and the City is only obligated to pay any amounts due prior to the termination date. The City shall not be obligated to pay for any unperformed services by Contractor after the termination date.

4. That the Contractor shall payment/invoice with appropriate documentation as provide for in Bid Package #2022-06 to the City for services on a biweekly basis. The City shall render the Contractor regularly scheduled payments in remuneration for the Contractor's maintenance services in amounts as specified as described in the following fee schedule:

a.	Lot size < .25 acre:	$44.00 each
b.	Lot size .25 acre to .5 acre:	$62.00 each
c.	Lot size .5 to 1.0 acre:	$83.00 each
d.	Lot size > 1.0 acre:	$125.00 per acre
e.	Brush hog mowing:	$125.00 per acre

5. That the Contractor understands that it shall be its responsibility to claim income as an independent contractor in accordance with federal and state tax laws.

6. That the Contractor acknowledges that it is his/her responsibility to conduct any and all activities in accordance with nationally recognized standards and all policies of the City.

7. That this Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that **Simpson Lawn Care, Inc.** will be independent contractors and not an 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, 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 he/she is not eligible receive worker's compensation or unemployment benefits as a result of this Agreement.

9. Contractor covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of the contractor negligence in the performance of services under this Agreement. The Contractor shall maintain workers' compensation insurance as required by Missouri law and shall maintain a policy of general liability insurance with combined limits of at least $1,000,000.00.

10. Miscellaneous provisions:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. The provisions herein shall bind both parties hereunto and their respective successors and assigns.

g. 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

IN WITNESS WHEREOF, the parties have executed this agreement on this _____ day of _____ 2022.

CITY	CONTRACTOR
BY:_____	BY: _____
Troy Bolander, Director	Adam Simpson, Owner/Operator

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-512 – Authorizing submitting Proposition Public Safety to the voters of the City of Joplin on August 2, 2022, to impose a general property tax at a rate of one dollar per $100 of assessed valuation

MEETING DATE
May 16, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-512 Ordinance

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

SUMMARY
This Council Bill authorizes submitting Proposition Public Safety to the voters of the City of Joplin on August 2, 2022, to impose a general property tax at a rate of one dollar per $100 of assessed valuation.

BACKGROUND
In October of 2021, the City Council heard the results of the Fire Resource Allocation Study. This study indicated the Fire Department is in need of a central city location, as well as additional personnel to bring the staffing at Station #6 to four and a deputy fire marshal.

In April of 2022, the City Council heard the results of the Police Resource Allocation Study. This study indicated the Police Department needs an additional 22 officers to increase the sworn personnel from 110 to 132. Additionally, the study indicated the City needs to make every effort to fully staff the police department to its' 110 authorized level. In order to attract and retain quality police officers, the study indicated that pay is one area that needs improved.

As a result of these studies, a plan has been presented to do the following items:

Police Department:

- Increase the police department staffing level by adding 22 officers
- Add up to 3 additional support staff
- Adopt a New Pay Plan that increases starting Police Officer pay by $10,000.00
- Make provisions for Tier 1 Public Safety personnel to retire, retain their rank and pay while starting a new retirement under LAGERS
- Increase pay for Dispatchers

Fire Department:

- Add up to 15 additional staff for a new central city fire station
- Add 3 additional staff to bring Station #6 minimum staffing to four
- Add 1 Deputy Fire Marshal
- Adopt a New Pay Plan that increases starting Firefighter/EMT pay by $10,000.00
- Make provisions for Tier 1 Public Safety personnel to retire, retain their rank and pay while starting a new retirement under LAGERS

This plan requires additional funding resources in the form of a general property tax. The City is authorized to submit to the voters of Joplin to impose up to one dollar per $100 of assessed valuation. This tax will be used for public safety purposes, along with a portion of the public safety allotment of the use tax proceeds. This tax will require a simple majority to be successful.

It is anticipated this property tax will generate approximately $9,000,000.00 in real and personal property tax revenue to support the public safety plan. Furthermore, with approval of this tax on August 2nd, the tax will go into effect in the current year with collections beginning in December.

FUNDING SOURCE

This item is not applicable for this ordinance.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2022-512 **ORDINANCE NO.**

AN ORDINANCE Calling an Election in the City of Joplin, Missouri to authorize the levy and imposition annually for municipal purposes of a tax which shall not exceed the maximum rate of one dollar on the one hundred dollars assessed valuation; and containing an emergency clause.

WHEREAS, the City Council heard the needs of the public safety departments through the Fire Department Resource Allocation Study in October of 2021 and the Police Resource Allocation Study in April of 2022; and,

WHEREAS, the City needs to attract and retain quality public safety personnel for the overall good of the community; and,

WHEREAS, the City has developed an updated pay plan to help position the public safety departments to attract and retain quality staff; and,

WHEREAS, the updated pay plan will require additional funding resources through a general property tax and a portion of the use tax proceeds; and,

WHEREAS, the use tax proceeds generated by the portion of the ½-cent general sales tax dedicated to public safety will fund Crime and Safety Action Plan numbers two, three and seven, with all remaining proceeds to be used to fund commitments presented; and,

WHEREAS, upon passage of the property tax and implementation of the plan, all remaining action plans identified to be funded through the use tax proceeds generated by the portion of the ½-cent general sales tax dedicated to public safety will be considered implemented and complete; and,

WHEREAS, all funds collected from this tax shall be used for public safety purposes as determined by the City Manager and City Council; and,

WHEREAS, the City is authorized, subject to voter approval, by Section 94.400 of the Revised Statutes of Missouri, as amended, to levy and impose annually for municipal purposes upon all subjects and objects of taxation within the City's corporate limits a tax which shall not exceed the maximum rate of one dollar on the one hundred dollars assessed valuation; and,

WHEREAS, the City does not currently levy and impose any such tax for municipal purposes as authorized by law; and,

WHEREAS, the City Council has held discussions on May 2 and May 9 to address the public safety needs; and,

WHEREAS, the City Council finds it necessary to seek voter approval to levy and impose such tax to provide additional funding for the betterment of overall public safety in the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. An election is hereby ordered to be held in the City on August 2, 2022, on the following question:

Proposition Public Safety

Shall the City Council of the City of Joplin, Missouri, be authorized to levy and impose annually for municipal purposes upon all subjects and objects of taxation within its corporate limits a tax which shall not exceed the maximum rate of one dollar on the one hundred dollars assessed valuation?

Section 2. The form of the Notice of Election for said election, a copy of which is attached hereto and made a part hereof, is hereby approved.

Section 3. The City Clerk is hereby authorized and directed to notify the County Clerks of Jasper County and Newton County, Missouri, of the adoption of this Ordinance no later than 4:00 P.M. on May 24, 2022, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

Section 4. This Ordinance, being an Ordinance submitting a tax levy question to the voters, is an emergency within the meaning of Section 2.12(2) of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its adoption and approval.

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

_____, 2022, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

NOTICE OF ELECTION

CITY OF JOPLIN, MISSOURI

Notice is hereby given to the qualified voters of the City of Joplin, Missouri, that the City Council has called an election to be held on August 2, 2022, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

OFFICIAL BALLOT
CITY OF JOPLIN, MISSOURI

AUGUST 2, 2022

PROPOSITION PUBLIC SAFETY

Shall the City Council of the City of Joplin, Missouri, be authorized to levy and impose annually for municipal purposes upon all subjects and objects of taxation within its corporate limits a tax which shall not exceed the maximum rate of one dollar on the one hundred dollars assessed valuation?

YES ☐

NO ☐

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an X in the box opposite "YES." If you are opposed to the question, place an X in the box opposite "NO."

The election will be held at the following polling places in the City:

PRECINCT	POLLING PLACE

DATED: _____ _____, 2022

_____
County Clerk of _____ County, Missouri

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-513 – Approving a budget amendment for FY 2022

MEETING DATE
May 16, 2022

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2022-513 Ordinance; Schedule "A" Budget Amendment

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

SUMMARY
This Council Bill amends the adopted 2021-2022 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 various departments for fuel charges and utilities that have experienced unexpected increases since the development of the current budget.
- Amending various departments for repairs and fees that have experienced unexpected increases since the development of the current budget.
- Amending various departments for grants that were received following the development of the current budget.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenues by $405,250.00 and expenditures by $606,300.00.

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. 2022-513 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2021-2022 as adopted by Ordinance 2021-149 on October 18, 2021, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2021-149 on October 18, 2021, which estimated revenues and appropriated funds for the fiscal year 2021-2022; 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 2021-2022 budgeted appropriations as adopted by Ordinance 2021-149 be amended by increasing revenue by the total amount of Four Hundred Five Thousand Two Hundred Fifty Dollars and No Cents ($405,250.00) and by increasing appropriations by the total amount of Six Hundred Six Thousand Three Hundred Dollars and No Cents ($606,300.00) 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 _____, 2022, by a _____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2021-2022 ADOPTED BUDGET
16-May-22

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
	Taxes	001-0000-400-0301	General Sales Tax	$	110,450	
	Other Income	001-0000-450-0306	Other Donations		5,800	
	Other Income	001-0000-450-0604	Insurance Settlement		25,000	
	Federal Grants	001-0000-470-1501	COVID-19 Grant		20,000	
	City Council	001-0101-500-5008	COVID-19 Fees			20,000
	City Council	001-0101-500-8105	Land Acquisition			5,800
	HR Staff Development	001-1204-500-1750	Pre-Employment Testing			5,000
	Finance Accounting Services	001-2003-500-7020	Legal Notices			2,000
	Information Technology	001-2501-500-5010	Consulting Fees			20,000
	Information Technology	001-2501-500-5220	Network Services			15,000
	City Facility Maintenance	001-4502-520-3010	Gas Charges			5,000
	City Facility Maintenance	001-4502-520-3030	Wastewater Charges			2,000
	City Facility Maintenance	001-4502-520-7030	Fees & Permits			1,250
	City Facility Maintenance	001-4502-520-8220	Operating Equipment			11,200
	City Hall Maintenance	001-4504-520-4120	Building Repairs			3,000
	City Hall Maintenance	001-4504-520-8220	Operating Equipment			1,500
	Police Uniform Operations	001-5502-510-4105	Property Repairs & Maintenance			1,500
	Police Investigations	001-5503-510-3115	Fuel, Oil & Diesel			25,000
	Police Professional Stds	001-5504-510-2765	Firing Range Operational			3,500
	Fire Operations	001-6002-510-3005	Electric Charges			5,000
	Fire Operations	001-6002-510-4205	Vehicle Repairs			30,000
	PS Training Center	001-6275-510-3010	Gas Charges			4,500
	Total General Fund			$	161,250	161,250
110	Health Fund					
	Charges & Assessments	110-0000-440-0907	Vaccine Reimbursement	$	1,000	
	Federal Grants	110-0000-470-1503	ELC		155,000	
	State Grants	110-0000-480-0702	WIC Grants		1,000	
	Administration	110-3501-550-3115	Fuel, Oil & Diesel			500
	Administration	110-3501-550-3205	Postage			2,000
	Administration	110-3501-550-4210	Central Garage Repairs			3,000
	WIC Services	110-3502-550-7010	Copy Services			500
	WIC Services	110-3502-550-7030	Fees & Permits			500
	Environmental Health	110-3503-550-2620	Vaccine Supplies			1,000
	Animal Control	110-3505-550-3010	Gas Charges			500
	Grants-Federal	110-3590-550-1010	Regular Wages			130,000
	Grants-Federal	110-3590-550-5008	COVID-19 Fees			25,000
	Total Health Fund			$	157,000	163,000
115	Parks Fund					
	Other Income	115-0000-450-0312	Friends of the Parks	$	10,000	
	Administration	115-6501-560-7513	Friends of the Parks			10,000
	Pools	115-6510-560-2610	First Aid Supplies			1,000
	Museum Operations	115-6514-560-2835	Equipment Lease & Rent			1,500
	Museum Operations	115-6514-560-3010	Gas Charges			1,200
	Athletic Complex	115-6516-560-8215	Rolling Stock			8,500
	Stadium Maintenance	115-6530-560-3010	Gas Charges			500
	Stadium Maintenance	115-6530-560-4105	Property Repairs & Maintenance			8,000

	Stadium Maintenance	115-6530-560-7030	Fees & Permits			2,300
	Stadium Maintenance	115-6530-560-8010	Building Improvement			8,300
	Grounds Maintenance	115-6532-560-3010	Gas Charges			500
	Grounds Maintenance	115-6532-560-4125	General Equipment Repairs			750
	Grounds Maintenance	115-6532-560-8010	Building Improvement			2,100
	Total Parks Fund			$	10,000	44,650
120	Solid Waste Management Fund					
	Grants-State	120-0000-480-1002	Regular Wages		10,000	
	Grants-State	120-4591-540-1010	Regular Wages			10,000
	Total SWM Fund			$	10,000	10,000
140	TST Fund					
	Street Maintenance	140-4520-530-3010	Gas Charges			3,000
	Street Maintenance	140-4520-530-7030	Fees & Permits			4,000
	Total TST Fund			$	-	7,000
150	Community Planning Fund					
	Federal Grants	150-0000-470-0704	HOME-ARPA	$	25,000	-
	Planning & Zoning	150-1505-570-5010	Consulting Fees			2,000
	HOME-ARPA	150-1521-570-1010	Regular Wages			25,000
	Total Community Planning Fund			$	25,000	27,000
405	Airport Fund					
	Federal Grants	405-0000-470-1501	CARES Grant		42,000	-
	Airport	405-5004-520-7067	Rental Car Concession			42,000
	Total Airport Fund			$	42,000	42,000
410	Golf Course Fund					
	Golf Administration	410-6520-560-3010	Gas Charges	$		300
	Golf Administration	410-6520-560-7030	Fees & Permits			600
	Grounds Maintenance	410-6521-560-2030	Maintenance Supplies			2,000
	Grounds Maintenance	410-6521-560-4105	Property Repairs & Maintenance			1,000
	Total Golf Course Fund			$	-	3,900
415	Sanitary Sewer Fund					
	Sewer Treatment	415-4541-540-2050	Operational Supplies	$		40,000
	Sewer Treatment	415-4541-540-3010	Gas Charges			10,000
	Sewer Treatment	415-4541-540-4105	Property Repairs & Maintenance			20,000
	Sewer Treatment	415-4541-540-4125	General Equipment Repairs			25,000
	Sewer Maintenance	415-4542-540-3010	Gas Charges			3,000
	Total Sanitary Sewer Fund			$	-	98,000
505	Central Garage Fund					
	Central Garage	505-7870-500-3010	Gas Charges	$		1,500
	Total Central Garage Fund			$	-	1,500
515	Liability Insurance Fund					
	Liability Insurance	515-7501-500-5305	Judgments & Claims	$		25,000
	Total Liability Insurance Fund			$	-	25,000
520	Emergency Communications Fund					

Dispatch Services	520-8502-510-3015	Telephone Charges	$		2,000
Dispatch Services	520-8502-510-5265	Maintenance Contracts			21,000
Total Emergency Communications Fund			$	-	23,000
Grand Total			$	405,250	606,300

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2022-121 Approval of an Agreement and a Purchase Order for Work Order No. 2022A with Ace Pipe Cleaning, Inc. for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project

MEETING DATE
May 16, 2022

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2022-121 Ordinance, Agreement, Bid Summary, Schedule of Pay Items, Exhibit and Schedule of Work for Work Order 2022A

REVIEWED BY
Interim Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves an Agreement and a Purchase Order with Ace Pipe Cleaning, Inc. for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project in the amount of Five Hundred Seventy-five Thousand and 00/100 Dollars ($575,000.00).

BACKGROUND
Since 2012, City staff have utilized a "toolbox" contract for the evaluation and rehabilitation of the City's sanitary sewer collection system. Throughout the years, this contract has improved the reliability of the system by cleaning and evaluating the condition of the city's sewer system, along with rehabilitation of the same. This menu-like contract contains more than 300 bid items, giving City staff the benefit of multiple tools to renew and maintain the collection system—activities which are required by the City's Operating Permits issued by the Missouri Department of Natural Resources.

The project, which was advertised in accordance with the City of Joplin's procurement policies, contained specific language indicating that the City of Joplin intends to issue Work Orders using the bidder's unit prices, "on an as needed basis" over the life of the contract. Furthermore, bidders were informed that the "estimated quantities indicated in the Conceptual Work Order do not represent the first Work Order," but rather, it was to be "utilized as a comparison of bids," only. Bidders were also informed that the City will "provide a separate written scope of work for each individual work order." After bids were opened on April 5, 2022, the low bidder was determined by comparing the summation of each bidder's unit prices multiplied by estimated quantities in the "Conceptual Work Order" list of typical pay items. The low bid was provided by Ace Pipe Cleaning, Inc., whose bids were below the Engineer's estimate. The attached Bid Summary indicates that only non-local contractors submitted bids.

Lastly, by approving this Council Bill, Ace Pipe Cleaning will be authorized to perform the scope of work under Work Order 2022A, which includes the rehabilitation of sewer mains, lateral connections, CCTV inspection of sewer mains and laterals (supporting the private-side I&I reduction program), as well as, evaluating the manholes on the 60-inch diameter trunkline pipes immediately upstream of the Turkey Creek Wastewater Treatment Facility. All work under this contract will be funded by the City's Sanitary Sewer Rehab Fund No. 415-4542-540-8675, whose budget accommodates staff's anticipated expenditures ranging from approximately $500,000 to $800,000 in this current fiscal year, and the next.

FUNDING SOURCE

FY 2021-2022 budget of the Wastewater fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.

BID SUMMARY

PROJECT: 2022 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM

CONCEPTUAL WORK ORDER

DATE OF BID OPENING: April 5, 2022 @ 10:00 am

CONTRACTOR	BID & ADDITIVE AMOUNT
Ace Pipe Cleaning, Inc. (Kansas City, MO)	$2,735,213.83
Hydro-Klean, LLC (Des Moines, IA)	$2,802,256.61
Engineer's Estimate	$2,835,000

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: **Ace Pipe Cleaning, Inc.** Address: **6601 Universal Ave.** **KANSAS CITY, MO 64120**	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, 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:

2022 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM

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 the timeframe set forth by each respective Work Order. Work Orders will not be issued after October 31, 2022, unless both parties agree to renew the contract for one additional calendar year. The unit prices established for the various work and material items herein shall be valid for the duration of any work order issued as part of this contract. At the time of each agreed upon renewal, the Contractor has the option of adjusting the unit prices submitted in the Bid Schedule based on the current Producer Price Index (PPI) as published by the U.S. Bureau of Labor Statistics. The percent change in contract unit prices shall be adjusted based on the index point change between the two periods for the corresponding material or equipment. It shall be the Contractor's responsibility to submit the appropriate supporting PPI data to the Engineer for review and approval.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time

by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

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

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

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

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

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

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

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

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Sixty-Five Thousand Nine Hundred Fifty-Two and no/100 Dollars ($3,065,952.00) for all claims arising out of a single accident or occurrence and at Four Hundred Fifty-Nine Thousand Eight Hundred Ninety-Three and no/100 Dollars ($459,893.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

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

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

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

4. Performance, Labor, and Materials Payment Bond: At the full discretion of the Owner, the Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, in an amount equal to 100% of each Work Order issued by the Owner conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects:
By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

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

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

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

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

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

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

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

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

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

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Specifications

d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid
f. Instructions to Bidder
g. Bid
h. Contractor Statement of Qualifications
i. Bid Bond
j. Affidavit of Compliance with Section 292.675 RSMO., Et Seq. (OSHA Safety Training Program)
k. Affidavit of Compliance with Section 285.500 RSMO., Et Seq. (Working Authorization Program)
l. Anti-Collusion Affidavit
m. Notice of Award
n. Notice to Proceed
o. Performance Bond
p. Payment Bond
q. General Conditions to Contract
r. Supplemental General Conditions
s. All Addenda

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein at the unit prices submitted on the Bid Schedule for the total amount equal to each respective Work Order issued by the Owner, said amount being subject to any approved addenda or change order. This contract's first Work Order, 2022A, is in the amount of Five Hundred Seventy-five Thousand and 00/100 Dollars ($575,000.00), pursuant to the outline of costs in said Work Order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, Interim Public Works Director

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

2022 EVALUATION AND REHABILITATION TOOLBOX
FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI

ENGINEER'S ESTIMATE = $2,835,000

Item No.	Item Description	Unit	Ace Pipe Cleaning, Inc. Kansas City, MO Unit Price	Hydro-Klean, LLC Des Moines, IA Unit Price
	SEWER LINE CLEANING AND CCTV INSPECTION			
1.00	Mobilization for Sewer Line Cleaning and Inspection (Each Work Order)	LS	$ 1,500.00	$ 1,400.00
	Light Cleaning (Up to 3 Cleaning Passes)			
1.01	6” to 10” Diameter Light Cleaning	LF	$ 1.12	$ 0.89
1.02	12” to 16” Diameter Light Cleaning	LF	$ 1.12	$ 0.89
1.03	18” to 21” Diameter Light Cleaning	LF	$ 1.40	$ 1.10
1.04	24” to 27” Diameter Light Cleaning	LF	$ 2.24	$ 2.00
1.05	30” to 32" Diameter Light Cleaning	LF	$ 3.36	$ 2.00
1.06	36” to 38" Diameter Light Cleaning	LF	$ 3.92	$ 2.50
1.07	42" to 48" Diameter Light Cleaning	LF	$ 5.04	$ 4.00
1.08	54" to 60" Diameter Light Cleaning	LF	$ 5.32	$ 4.50
	Heavy Cleaning (4 to 10 Cleaning Passes)			
1.09	6” to 10” Diameter Heavy Cleaning	LF	$ 1.23	$ 1.10
1.10	12” to 16” Diameter Heavy Cleaning	LF	$ 2.02	$ 1.10
1.11	18” to 21” Diameter Heavy Cleaning	LF	$ 5.60	$ 5.00
1.12	24” to 27” Diameter Heavy Cleaning	LF	$ 13.44	$ 5.00
1.13	30” to 32” Diameter Heavy Cleaning	LF	$ 14.56	$ 12.00
1.14	36” to 38" Diameter Heavy Cleaning	LF	$ 15.68	$ 12.00
1.15	42" to 48" Diameter Heavy Cleaning	LF	$ 17.92	$ 15.00
1.16	54" to 60" Diameter Heavy Cleaning	LF	$ 20.16	$ 19.00
	CCTV Inspection (PACP Compliant)			
1.17	6” to 10” Diameter CCTV Inspection	LF	$ 1.40	$ 1.00
1.18	12” to 16” Diameter CCTV Inspection	LF	$ 1.40	$ 1.00
1.19	18” to 21” Diameter CCTV Inspection	LF	$ 1.40	$ 1.00
1.20	24” to 27” Diameter CCTV Inspection	LF	$ 1.40	$ 1.00
1.21	30” to 32” Diameter CCTV Inspection	LF	$ 2.24	$ 1.00
1.22	36” to 38" Diameter CCTV Inspection	LF	$ 2.24	$ 1.00
1.23	42" to 48" Diameter CCTV Inspection	LF	$ 2.24	$ 1.00
1.24	54" to 60" Diameter CCTV Inspection	LF	$ 2.24	$ 1.00

LATERAL SEWER LINE CLEANING AND CCTV INSPECTION				
Item No.	Item Description	Unit		
2.00	Mobilization for Lateral Sewer Line Cleaning and Inspection (Each Work Order)	LS	$ 1,000.00	$ 1,400.00
2.01	Lateral Inspection Setup Per Manhole to Manhole Segment	EA	$ 225.00	$ 125.00
2.02	4" to 6" Diameter Lateral Sewer Line Light Cleaning	LF	$ 3.35	$ 65.00
2.03	4" to 6" Diameter Lateral Sewer Line Heavy Cleaning	LF	$ 95.00	$ 75.00
2.04	4" to 6" Diameter Lateral Sewer Line CCTV Inspection	LF	$ 3.35	$ 75.00
2.05	Locate for Cleanout, via Lateral Launch Mainline Camera	EA	$ 225.00	$ 200.00
LARGE DIAMETER SEWER LINE INSPECTION AND SONAR AND LASER PROFILING				
Item No.	Item Description	Unit		
3.00	Mobilization for Large Diameter Sewer Line Inspection (Each Work Order)	LS	$ 1,500.00	$ 1,400.00
3.01	≥18" Diameter Large Dia. Sewer Line Inspection	LF	$ 5.88	$ 12.00
MANHOLE CLEANING AND INSPECTION				
Item No.	Item Description	Unit		
4.00	Mobilization for Manhole Cleaning and Inspection (Each Work Order)	LS	$ 1,500.00	$ 700.00
4.01	Manhole Cleaning	EA	$ 40.00	$ 250.00
4.02	Manhole Inspection	EA	$ 150.00	$ 125.00
FOAMING ROOT CONTROL				
Item No.	Item Description	Unit		
5.00	Mobilization for Foaming Root Control (Each Work Order)	LS	$ 1,750.00	$ 3,500.00
5.01	8" to 12" Diameter Foaming Root Control	LF	$ 1.45	$ 5.00
5.02	14" to 18" Diameter Foaming Root Control	LF	$ 1.60	$ 5.00
SMOKE TESTING				
Item No.	Item Description	Unit		
6.00	Mobilization for Smoke Testing (Each Work Order)	LS	$ 2,040.00	$ 1,400.00
6.01	8" to 30" Diameter Smoke Testing	LF	$ 0.46	$ 0.50
TRANSMISSIVE ACOUSTIC SEWER INSPECTION				
Item No.	Item Description	Unit		
7.00	Mobilization for Transmissive Acoustic Inspection (Each Work Order)	LS	$ 2,000.00	$ 3,000.00
7.01	8" to 48" Diameter Transmissive Acoustic Inspection	LF	$ 0.35	$ 10.00

SEWER LINE CLEANING, CCTV INSPECTION, & MISCELLANEOUS SERVICES				
Regular Rates (A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)				
Item No.	Item Description	Unit		
8.00	Operator and TV Truck	HR	$ 190.00	$ 200.00
8.01	Operator and Jetter Unit	HR	$ 175.00	$ 200.00
8.02	Operator and Jetter/Combo Unit	HR	$ 190.00	$ 200.00
8.03	Operator and Jumbo Jetter/Combo Unit	HR	$ 205.00	$ 200.00
8.04	Operator and Wet Vacuum	HR	$ 175.00	$ 200.00
8.05	Operator and Dry Vacuum	HR	$ 185.00	$ 200.00
8.06	Operator and Waterblaster	HR	$ 185.00	$ 200.00
8.07	Operator and Bucket Machines	HR	$ 280.00	$ 200.00
8.08	2-Operators, TV Truck, and Jetter Unit	HR	$ 280.00	$ 350.00
8.09	2-Operators, TV Truck, and Jetter/Combo Unit	HR	$ 320.00	$ 350.00
8.10	Additional Laborer	HR	$ 90.00	$ 80.00
8.11	Support Truck (Safety, Fuel, and/or Pipe Supplies)	HR	$ 70.00	$ 25.00
	Overtime Rates			
8.12	Operator and TV Truck	HR	$ 195.00	$ 250.00
8.13	Operator and Jetter Unit	HR	$ 180.00	$ 250.00
8.14	Operator and Jetter/Combo Unit	HR	$ 200.00	$ 250.00
8.15	Operator and Jumbo Jetter/Combo Unit	HR	$ 225.00	$ 250.00
8.16	Operator and Wet Vacuum	HR	$ 175.00	$ 250.00
8.17	Operator and Dry Vacuum	HR	$ 195.00	$ 250.00
8.18	Operator and Waterblaster	HR	$ 195.00	$ 300.00
8.19	Operator and Bucket Machines	HR	$ 300.00	$ 350.00
8.20	2-Operators, TV Truck, and Jetter Unit	HR	$ 310.00	$ 370.00
8.21	2-Operators, TV Truck, and Jetter/Combo Unit	HR	$ 360.00	$ 370.00
8.22	Additional Laborer	HR	$ 100.00	$ 100.00
8.23	Support Truck (Safety, Fuel, and/or Pipe Supplies)	HR	$ 70.00	$ 25.00
	Accessories			
8.24	Powdered Lime	LBS	$ 3.00	$ 275.00
8.25	6-Inch Plastic Vacuum Hose	100' Roll	$ 175.00	$ 170.00
8.26	6-Inch Metal Flex Hose	LF	$ 15.00	$ 22.50
8.27	Confined Space Equipment - Tripod, Gas Detector, Etc.	DAY	$ 150.00	$ 125.00
8.28	Hurricane Nozzle	HR	$ 35.00	$ 25.00

LINING OF EXISTING SEWERS - CIPP				
Item No.	Item Description	Unit		
9.00	Mobilization For MH to MH CIPP (Each Work Order)	LS	$ 9,000.00	$ 9,000.00
9.01	8" Diameter (6 mm Liner Thickness) CIPP	LF	$ 29.50	$ 31.35
9.02	8" Diameter (7.5 mm Liner Thickness) CIPP	LF	$ 30.25	$ 33.00
9.03	10" Diameter (6 mm Liner Thickness) CIPP	LF	$ 34.75	$ 35.20
9.04	10" Diameter (7.5 mm Liner Thickness) CIPP	LF	$ 33.75	$ 37.68
9.05	12" Diameter (6 mm Liner Thickness) CIPP	LF	$ 43.00	$ 44.55
9.06	12" Diameter (7.5 mm Liner Thickness) CIPP	LF	$ 46.00	$ 47.85
9.07	12" Diameter (9.0 mm Liner Thickness) CIPP	LF	$ 48.00	$ 55.00
9.08	12" Diameter (10.5 mm Liner Thickness) CIPP	LF	$ 55.00	$ 60.23
9.09	12" Diameter (12.0 mm Liner Thickness) CIPP	LF	$ 60.00	$ 64.35
9.10	15" Diameter (7.5 mm Liner Thickness) CIPP	LF	$ 83.00	$ 73.15
9.11	15" Diameter (9.0 mm Liner Thickness) CIPP	LF	$ 87.00	$ 83.60
9.12	15" Diameter (10.5 mm Liner Thickness) CIPP	LF	$ 90.00	$ 88.00
9.13	15" Diameter (12.0 mm Liner Thickness) CIPP	LF	$ 92.00	$ 90.48
9.14	18" Diameter (9.0 mm Liner Thickness) CIPP	LF	$ 97.00	$ 93.23
9.15	18" Diameter (10.5 mm Liner Thickness) CIPP	LF	$ 100.00	$ 98.45
9.16	18" Diameter (12.0 mm Liner Thickness) CIPP	LF	$ 115.00	$ 103.95
9.17	18" Diameter (13.5 mm Liner Thickness) CIPP	LF	$ 135.00	$ 127.05

CIPP POINT REPAIRS (5-FOOT LONG)				
Item No.	Item Description	Unit		
10.00	Mobilization for CIPP Point Repair (Each Work Order)	LS	$ 2,000.00	$ 2,500.00
10.01	8" Diameter CIPP Point Repair	EA	$ 1,600.00	$ 1,975.00
10.02	10" Diameter CIPP Point Repair	EA	$ 1,700.00	$ 2,000.00
10.03	12" Diameter CIPP Point Repair	EA	$ 1,800.00	$ 2,100.00
10.04	15" Diameter CIPP Point Repair	EA	$ 2,000.00	$ 3,200.00
10.05	18" Diameter CIPP Point Repair	EA	$ 4,500.00	$ 5,000.00

LINING OF EXISTING SEWERS - THERMOFORM (FOLD AND FORM) PIPE				
Item No.	Item Description	Unit		
11.00	Mobilization for Thermoform CIPP (Each Work Order)	LS	$ 9,000.00	$ 6,000.00
11.01	8" Diameter Thermoform CIPP	LF	$ 42.00	$ 40.00
11.02	10" Diameter Thermoform CIPP	LF	$ 60.00	$ 55.00
11.03	12" Diameter Thermoform CIPP	LF	$ 90.00	$ 80.00
11.04	15" Diameter Thermoform CIPP	LF	$ 150.00	$ 130.00
11.05	18" Diameter Thermoform CIPP	LF	$ 198.00	$ 175.00

LINING OF EXISTING SEWERS - GLASS REINFORCED PLASTIC (GRP) CIPP (CURED WITH UV-LIGHT)				
Item No.	Item Description	Unit		
12.00	Mobilization for GRP CIPP (Each Work Order)	LS	$ 9,000.00	$ 6,000.00
12.01	8" Diameter GRP CIPP	LF	$ 48.00	$ 50.00
12.02	10" Diameter GRP CIPP	LF	$ 63.00	$ 55.00
12.03	12" Diameter GRP CIPP	LF	$ 84.00	$ 65.00
12.04	15" Diameter GRP CIPP	LF	$ 118.00	$ 90.00
12.05	18" Diameter GRP CIPP	LF	$ 153.00	$ 100.00
LINING OF EXISTING SEWERS - CENTRIFUGALLY CAST CONCRETE PIPE (CCCP)				
Item No.	Item Description	Unit		
13.00	Mobilization for CCCP (Each Work Order)	LS	$ 3,500.00	$ 5,000.00
13.01	36" Diameter CCCP	LF	$ 396.00	$ 400.00
13.02	38" Diameter CCCP	LF	$ 418.00	$ 400.00
13.03	42" Diameter CCCP	LF	$ 462.00	$ 450.00
13.04	48" Diameter CCCP	LF	$ 528.00	$ 475.00
13.05	54" Diameter CCCP	LF	$ 594.00	$ 525.00
13.06	60" Diameter CCCP	LF	$ 660.00	$ 600.00
TRENCHLESS LATERAL CONNECTION REPAIR (LCR)				
Item No.	Item Description	Unit		
14.00	Mobilization for Trenchless LCR (Each Work Order)	LS	$ 2,500.00	$ 4,000.00
14.01	Trenchless LCR Setup Per Manhole to Manhole Segment	EA	$ 500.00	$ 650.00
14.02	Ambient Steam Cured LCR - 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$ 1,400.00	$ 1,550.00
14.03	Ambient Steam Cured LCR - 15" to 21" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$ 3,500.00	$ 5,250.00
14.04	Additional Steam Cured Lateral Liner – 8” to 21” Diameter Main, 4” to 6” Diameter Lateral, > 18” Long	LF	$ 175.00	$ 225.00
14.05	UV Light Cured LCR - 8" to 12" Dia. Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$ 1,400.00	$ 1,800.00
14.06	UV Light Cured LCR - 15" to 21" Dia. Main, 4" to 6" Diameter Lateral, Up to 18" Long	EA	$ 4,000.00	$ 5,000.00
14.07	Additional UV Light Cured Lateral Liner – 8” to 21” Diameter Main, 4” to 6” Diameter Lateral, > 18” Long	LF	$ 175.00	$ 225.00
14.08	Lateral Liner Terminating in Manhole, 4” to 6” Diameter	EA	$ 1,850.00	$ 2,250.00
14.09	In-Lateral Transition from 6" to 4" Diameter or 8" to 6" Diameter	EA	$ 1,000.00	$ 1,500.00
14.10	Mainline Manhole Drops, 8" to 12" Diameter	EA	$ 4,500.00	$ 5,000.00

PRESSURE TESTING AND GROUTING OF SEWER LINE JOINTS				
Item No.	Item Description	Unit		
15.00	Mobilization for Sewer Joint Testing and Grouting (Each Work Order)	LS	$ 1,500.00	$ 1,400.00
15.01	Testing of 8" Diameter Pipe Joints	EA	$ 50.00	$ 60.00
15.02	Testing of 10" Diameter Pipe Joints	EA	$ 50.00	$ 60.00
15.03	Testing of 12" Diameter Pipe Joints	EA	$ 50.00	$ 60.00
15.04	Grouting of 8" Diameter Pipe Joints	EA	$ 30.00	$ 30.00
15.05	Grouting of 10" Diameter Pipe Joints	EA	$ 30.00	$ 30.00
15.06	Grouting of 12" Diameter Pipe Joints	EA	$ 30.00	$ 30.00
15.07	Testing Lateral Connections on an 8" Diameter Sewer Main	EA	$ 425.00	$ 500.00
15.08	Testing Lateral Connections on a 10" Diameter Sewer Main	EA	$ 425.00	$ 500.00
15.09	Testing Lateral Connections on a 12" Diameter Sewer Main	EA	$ 425.00	$ 500.00
15.10	Grouting Lateral Connections on an 8" Diameter Sewer Main	EA	$ 100.00	$ 100.00
15.11	Grouting Lateral Connections on a 10" Diameter Sewer Main	EA	$ 100.00	$ 100.00
15.12	Grouting Lateral Connections on a 12" Diameter Sewer Main	EA	$ 100.00	$ 100.00
15.13	Testing of Small Diameter Sewer Lines Connected to Manholes	EA	$ 425.00	$ 500.00
15.14	Grouting of Small Diameter Sewer Lines Connected to Manholes	EA	$ 100.00	$ 100.00
15.15	Injectable Urethane Grout	GAL	$ 15.00	$ 25.00
15.16	Injectable Acrylamide Grout	GAL	$ 15.00	$ 25.00

MANHOLE FRAME AND COVER REPLACEMENT				
Item No.	Item Description	Unit		
16.00	Mobilization for MH Frame and Cover Replacement (Each Work Order)	LS	$ 1,250.00	$ 29.40
16.01	Frame and Cover Under Arterial Street (Material)	EA	$ 435.00	$ 920.00
16.02	Frame and Cover Not Under Arterial Street (Material)	EA	$ 435.00	$ 680.00
16.03	Under Turf (Installation)	EA	$ 925.00	$ 500.00
16.04	Under Alleyway (Installation)	EA	$ 1,125.00	$ 925.00
16.05	Under Pavement (Installation)	EA	$ 2,800.00	$ 1,700.00

CEMENTITIOUS & EPOXY MANHOLE RENOVATION AND PIPE END SEALS				
Item No.	Item Description	Unit		
17.00	Mobilization for Cementitious & Epoxy MH Renovation (Each Work Order)	LS	$ 3,500.00	$ 2,940.00
17.01	Cementitious (Type 1 Portland Cement) Lining	SF	$ 14.25	$ 12.50
17.02	Cementitious H_2S Resistant (Fused Aluminate Clinker) Lining	SF	$ 16.00	$ 14.10
17.03	Cementitious Lining with Antimicrobial Additive	SF	$ 18.00	$ 17.03
17.04	Epoxy Lining	SF	$ 20.50	$ 25.00
17.05	Cementitious & Epoxy Lining	SF	$ 35.75	$ 15.70
17.06	Polyurea Lining	SF	$ 10.25	$ 11.20
17.07	Polyurea Lining with Foam Backing	SF	$ 20.25	$ 22.10

	CIPP End Seals			
17.08	Mobilization for CIPP End Seals (Each Work Order)	LS	$ 3,000.00	$ 2,000.00
17.09	8" Diameter CIPP End Seal	EA	$ 700.00	$ 600.00
17.10	10" Diameter CIPP End Seal	EA	$ 800.00	$ 650.00
17.11	12" Diameter CIPP End Seal	EA	$ 900.00	$ 700.00
17.12	15" Diameter CIPP End Seal	EA	$ 1,000.00	$ 750.00
17.13	18" Diameter CIPP End Seal	EA	$ 1,100.00	$ 900.00

FLEXIBLE MANHOLE CHIMNEY SEALANT				
Item No.	Item Description	Unit		
18.00	Mobilization for Flexible MH Chimney Sealant (Each Work Order)	LS	$ 2,500.00	$ 2,940.00
18.01	Chimney Sealant	SF	$ 215.00	$ 100.00

MANHOLE RENOVATION USING CIPM				
Item No.	Item Description	Unit		
19.00	Mobilization for CIPM Renovation (Each Work Order)	LS	$ 3,500.00	$ 2,940.00
19.01	4' Diameter CIPM (Up to 6' Deep)	EA	$ 5,460.00	$ 4,800.00
19.02	4' Diameter CIPM Extra Depth	VF	$ 910.00	$ 550.00
19.03	5' Diameter CIPM (Up to 6' Deep)	EA	$ 8,400.00	$ 6,000.00
19.04	5' Diameter CIPM Extra Depth	VF	$ 1,400.00	$ 687.50
19.05	6' Diameter CIPM (Up to 6' Deep)	EA	$ 10,500.00	$ 7,200.00
19.06	6'' Diameter CIPM Extra Depth	VF	$ 1,750.00	$ 825.00

MANHOLE GROUTING				
Item No.	Item Description	Unit		
20.00	Mobilization for MH Grouting (Each Work Order)	LS	$ 1,500.00	$ 2,940.00
20.01	Setup Per Manhole	EA	$ 100.00	$ 65.00
20.02	Manhole Grouting Labor, Including Operators and Equipment	HR	$ 280.00	$ 250.00
20.03	Injectable Grout	GAL	$ 15.00	$ 20.00

OPEN CUT SEWER LINE WORK 8'' THROUGH 12'' DIAMETER				
Item No.	Item Description	Unit		
21.00	Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Each Work Order)	LS	$ 1,250.00	$ 1,750.00
	Point Repair for 8" and 10" Diameter Existing Sewer Line			
21.01	8" and 10" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA	$ 2,250.00	$ 2,000.00
21.02	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF	$ 118.00	$ 110.00
21.03	8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA	$ 2,550.00	$ 2,250.00
21.04	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF	$ 118.00	$ 125.00
21.05	8" and 10" Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA	$ 3,350.00	$ 3,500.00
21.06	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF	$ 195.00	$ 225.00
21.07	8" and 10" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA	$ 2,800.00	$ 2,500.00

21.08	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF		$	138.00	$	250.00
21.09	8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA		$	3,500.00	$	2,500.00
21.10	8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF		$	165.00	$	145.00
21.11	8" and 10" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA		$	4,200.00	$	3,250.00
21.12	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF		$	235.00	$	175.00
21.13	8" and 10" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA		$	4,100.00	$	4,250.00
21.14	8" and 10" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF		$	245.00	$	250.00
21.15	8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA		$	4,600.00	$	4,000.00
21.16	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF		$	260.00	$	250.00
21.17	8" and 10" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA		$	6,200.00	$	4,500.00
21.18	8" and 10" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF		$	385.00	$	260.00
	Installation of New 8" and 10" Diameter Sewer Line						
21.19	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF		$	76.50	$	85.00
21.20	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF		$	102.00	$	110.00
21.21	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF		$	155.00	$	165.00
21.22	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF		$	110.00	$	95.00
21.23	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF		$	117.00	$	125.00
21.24	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF		$	165.00	$	175.00
21.25	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF		$	205.00	$	205.00
21.26	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF		$	235.00	$	235.00
21.27	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF		$	300.00	$	285.00
21.28	Open Trench Stream Crossing for an 8" or 10" Dia. Sewer Line (Min. 20')	LF		$	260.00	$	275.00
	Point Repair for 12" Diameter Existing Sewer Line						
21.29	12" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA		$	2,150.00	$	2,000.00
21.30	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF		$	117.00	$	105.00
21.31	12" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA		$	2,500.00	$	2,500.00
21.32	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF		$	123.00	$	130.00
21.33	12" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA		$	3,600.00	$	4,000.00
21.34	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF		$	183.50	$	200.00
21.35	12" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA		$	2,650.00	$	2,600.00
21.36	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF		$	138.00	$	150.00
21.37	12" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA		$	3,300.00	$	2,900.00
21.38	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF		$	1,625.00	$	170.00
21.39	12" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA		$	4,400.00	$	3,600.00
21.40	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF		$	225.00	$	260.00
21.41	12" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA		$	4,400.00	$	4,000.00

21.42	12" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF		$	255.00	$	250.00
21.43	12" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA		$	5,200.00	$	4,500.00
21.44	12" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF		$	280.00	$	290.00
21.45	12" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA		$	6,600.00	$	6,750.00
21.46	12" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF		$	400.00	$	400.00
	Installation of New 12" Diameter Sewer Line						
21.47	New 12" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF		$	115.00	$	90.00
21.48	New 12" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF		$	130.00	$	115.00
21.49	New 12" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF		$	145.00	$	175.00
21.50	New 12" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF		$	135.00	$	100.00
21.51	New 12" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF		$	155.00	$	135.00
21.52	New 12" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF		$	200.00	$	175.00
21.53	New 12" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF		$	210.00	$	200.00
21.54	New 12" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF		$	265.00	$	225.00
21.55	New 12" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF		$	350.00	$	275.00
21.56	Open Trench Stream Crossing for a 12" Dia. Sewer Line (Min. 20')	LF		$	415.00	$	325.00

OPEN CUT SEWER LINE WORK 15" THROUGH 18" DIAMETER							
Item No.	Item Description	Unit					
22.00	Mobilization for Open Cut Sewer Line Work 15" to 18" Diameter (Each Work Order)	LS		$	1,250.00	$	1,500.00
	Point Repair for 15" Diameter Existing Sewer Line						
22.01	15" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA		$	2,450.00	$	2,500.00
22.02	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF		$	123.00	$	125.00
22.03	15" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA		$	2,650.00	$	2,750.00
22.04	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF		$	138.00	$	150.00
22.05	15" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA		$	2,850.00	$	3,250.00
22.06	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF		$	183.50	$	250.00
22.07	15" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA		$	2,700.00	$	3,000.00
22.08	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF		$	137.50	$	150.00
22.09	15" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA		$	3,000.00	$	3,250.00
22.10	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF		$	153.00	$	185.00
22.11	15" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA		$	3,700.00	$	4,250.00
22.12	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF		$	250.00	$	75.00
22.13	15" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA		$	3,750.00	$	4,350.00
22.14	15" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF		$	255.00	$	325.00
22.15	15" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA		$	3,950.00	$	5,000.00
22.16	15" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF		$	365.00	$	375.00

22.17	15" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA		$	5,100.00	$	7,000.00
22.18	15" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF		$	403.00	$	400.00
	Installation of New 15" Diameter Sewer Line						
22.19	New 15" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF		$	135.00	$	110.00
22.20	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF		$	145.00	$	150.00
22.21	New 15" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF		$	175.00	$	175.00
22.22	New 8" to 10" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF		$	155.00	$	125.00
22.23	New 15" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF		$	180.00	$	150.00
22.24	New 8" to 10" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF		$	215.00	$	205.00
22.25	New 15" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF		$	250.00	$	225.00
22.26	New 8" to 10" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF		$	315.00	$	250.00
22.27	New 15" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF		$	395.00	$	300.00
22.28	Open Trench Creek Crossing for a 15" Dia. Sewer Line (Min. 20')	LF		$	575.00	$	350.00
	Point Repair for 18" Diameter Existing Sewer Line						
22.29	18" Dia. Point Repair, 0'-6' Deep Under Turf, Up to 10' Long	EA		$	2,550.00	$	3,000.00
22.30	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Turf	LF		$	168.50	$	175.00
22.31	18" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	EA		$	2,650.00	$	3,250.00
22.32	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	LF		$	200.00	$	200.00
22.33	18" Dia. Point Repair, 12'-18' Deep Under Turf, Up to 10' Long	EA		$	3,200.00	$	4,000.00
22.34	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Turf	LF		$	245.00	$	300.00
22.35	18" Dia. Point Repair, 0'-6' Deep Under Alleyway, Up to 10' Long	EA		$	2,550.00	$	3,250.00
22.36	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Alleyway	LF		$	189.00	$	210.00
22.37	18" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	EA		$	2,900.00	$	3,350.00
22.38	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	LF		$	205.00	$	225.00
22.39	18" Dia. Point Repair, 12'-18' Deep Under Alleyway, Up to 10' Long	EA		$	4,200.00	$	5,000.00
22.40	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Alleyway	LF		$	265.00	$	300.00
22.41	18" Dia. Point Repair, 0'-6' Deep Under Pavement, Up to 10' Long	EA		$	4,400.00	$	5,000.00
22.42	18" Dia. Point Repair, Additional Footage (>10'), 0'-6' Deep Under Pavement	LF		$	315.00	$	300.00
22.43	18" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	EA		$	4,600.00	$	5,500.00
22.44	18" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	LF		$	345.00	$	350.00
22.45	18" Dia. Point Repair, 12'-18' Deep Under Pavement, Up to 10' Long	EA		$	5,300.00	$	7,500.00
22.46	18" Dia. Point Repair, Additional Footage (>10'), 12'-18' Deep Under Pavement	LF		$	410.00	$	475.00

	Installation of New 18" Diameter Sewer Line						
22.47	New 18" Dia. Sewer Main, 0'-6' Deep Under Turf (Max 350')	LF		$	150.00	$	125.00
22.48	New 18" Dia. Sewer Main, 6'-12' Deep Under Turf (Max 350')	LF		$	175.00	$	150.00
22.49	New 18" Dia. Sewer Main, 12'-18' Deep Under Turf (Max 350')	LF		$	215.00	$	175.00
22.50	New 18" Dia. Sewer Main, 0'-6' Deep Under Alleyway (Max 350')	LF		$	175.00	$	140.00
22.51	New 18" Dia. Sewer Main, 6'-12' Deep Under Alleyway (Max 350')	LF		$	200.00	$	160.00
22.52	New 18" Dia. Sewer Main, 12'-18' Deep Under Alleyway (Max 350')	LF		$	225.00	$	225.00
22.53	New 18" Dia. Sewer Main, 0'-6' Deep Under Pavement (Max 350')	LF		$	325.00	$	250.00
22.54	New 18" Dia. Sewer Main, 6'-12' Deep Under Pavement (Max 350')	LF		$	375.00	$	275.00
22.55	New 18" to 10" Dia. Sewer Main, 12'-18' Deep Under Pavement (Max 350')	LF		$	425.00	$	300.00
22.56	Open Trench Creek Crossing for an 18" Dia. Sewer Line (Min. 20')	LF		$	595.00	$	375.00

	OPEN CUT LATERAL SEWER LINE WORK						
Item No.	Item Description	Unit					
23.00	Mobilization for Open Cut Lateral Sewer Line Work (Each Work Order)	LS		$	1,200.00	$	1,500.00
	Connection Repair (4" and 6" Dia.) on an 8" to 10" Diameter Sewer Main						
23.01	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Turf	EA		$	2,350.00	$	2,200.00
23.02	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf	EA		$	2,850.00	$	2,750.00
23.03	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Turf	EA		$	4,000.00	$	4,000.00
23.04	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Alleyway	EA		$	3,025.00	$	2,700.00
23.05	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway	EA		$	3,500.00	$	3,000.00
23.06	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Alleyway	EA		$	4,600.00	$	4,250.00
23.07	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 0'-6' Deep Under Pavement	EA		$	5,050.00	$	4,500.00
23.08	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement	EA		$	5,200.00	$	5,000.00
23.09	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 12'-18' Deep Under Pavement	EA		$	7,100.00	$	6,000.00
23.10	Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA		$	715.00	$	1,000.00
	Connection Repair (4" and 6" Dia.) on a 12" Diameter Sewer Main						
23.11	Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Turf	EA		$	2,650.00	$	2,300.00
23.12	Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Turf	EA		$	3,600.00	$	3,000.00
23.13	Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Turf	EA		$	4,350.00	$	4,500.00
23.14	Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Alleyway	EA		$	3,200.00	$	3,000.00
23.15	Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Alleyway	EA		$	3,775.00	$	3,250.00
23.16	Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Alleyway	EA		$	4,800.00	$	4,900.00
23.17	Open Cut Lateral Connection Repair 12" Dia. Main, 0'-6' Deep Under Pavement	EA		$	5,900.00	$	5,250.00
23.18	Open Cut Lateral Connection Repair 12" Dia. Main, 6'-12' Deep Under Pavement	EA		$	6,750.00	$	5,550.00
23.19	Open Cut Lateral Connection Repair 12" Dia. Main, 12'-18' Deep Under Pavement	EA		$	8,675.00	$	7,250.00

23.20	Open Cut Lateral Connection Repair 12" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA		$	975.00	$	1,250.00
Connection Repair (4" and 6" Dia.) on a 15" Diameter Sewer Main							
23.21	Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Turf	EA		$	2,850.00	$	2,250.00
23.22	Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Turf	EA		$	3,100.00	$	2,750.00
23.23	Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Turf	EA		$	4,900.00	$	4,500.00
23.24	Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Alleyway	EA		$	6,700.00	$	2,750.00
23.25	Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Alleyway	EA		$	4,000.00	$	3,250.00
23.26	Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Alleyway	EA		$	5,075.00	$	4,750.00
23.27	Open Cut Lateral Connection Repair 15" Dia. Main, 0'-6' Deep Under Pavement	EA		$	5,500.00	$	3,900.00
23.28	Open Cut Lateral Connection Repair 15" Dia. Main, 6'-12' Deep Under Pavement	EA		$	5,900.00	$	4,750.00
23.29	Open Cut Lateral Connection Repair 15" Dia. Main, 12'-18' Deep Under Pavement	EA		$	8,000.00	$	6,250.00
23.30	Open Cut Lateral Connection Repair 15" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA		$	925.00	$	1,250.00
Connection Repair (4" and 6" Dia.) on an 18" Diameter Sewer Main							
23.31	Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Turf	EA		$	3,025.00	$	2,275.00
23.32	Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Turf	EA		$	3,300.00	$	3,000.00
23.33	Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Turf	EA		$	5,100.00	$	4,500.00
23.34	Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Alleyway	EA		$	3,875.00	$	2,750.00
23.35	Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Alleyway	EA		$	4,300.00	$	3,250.00
23.36	Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Alleyway	EA		$	5,100.00	$	5,000.00
23.37	Open Cut Lateral Connection Repair 18" Dia. Main, 0'-6' Deep Under Pavement	EA		$	5,900.00	$	4,000.00
23.38	Open Cut Lateral Connection Repair 18" Dia. Main, 6'-12' Deep Under Pavement	EA		$	6,950.00	$	4,750.00
23.39	Open Cut Lateral Connection Repair 18" Dia. Main, 12'-18' Deep Under Pavement	EA		$	8,975.00	$	6,500.00
23.40	Open Cut Lateral Connection Repair 18" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	EA		$	1,025.00	$	1,500.00
4" Diameter Sewer Lateral Line							
23.41	4" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF		$	46.00	$	47.50
23.42	4" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF		$	51.00	$	55.00
23.43	4" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF		$	76.50	$	80.00
23.44	4" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF		$	61.25	$	65.00
23.45	4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF		$	71.40	$	85.00
23.46	4" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF		$	102.00	$	115.00
23.47	4" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF		$	112.25	$	105.00
23.48	4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF		$	127.50	$	120.00
23.49	4" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF		$	174.00	$	150.00

	6" Diameter Sewer Lateral Line			
23.50	6" Dia. Sewer Lateral, 0'-6' Deep Under Turf	LF	$ 47.00	$ 50.00
23.51	6" Dia. Sewer Lateral, 6'-12' Deep Under Turf	LF	$ 52.00	$ 60.00
23.52	6" Dia. Sewer Lateral, 12'-18' Deep Under Turf	LF	$ 77.50	$ 90.00
23.53	6" Dia. Sewer Lateral, 0'-6' Deep Under Alleyway	LF	$ 62.25	$ 75.00
23.54	6" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	LF	$ 72.50	$ 85.00
23.55	6" Dia. Sewer Lateral, 12'-18' Deep Under Alleyway	LF	$ 107.00	$ 105.00
23.56	6" Dia. Sewer Lateral, 0'-6' Deep Under Pavement	LF	$ 117.25	$ 120.00
23.57	6" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	LF	$ 132.50	$ 130.00
23.58	6" Dia. Sewer Lateral, 12'-18' Deep Under Pavement	LF	$ 178.50	$ 160.00
	Service Lateral Line Cleanout			
23.59	Cleanout, 0'-6' Deep Under Turf	EA	$ 1,630.00	$ 1,500.00
23.60	Cleanout, 6'-12' Deep Under Turf	EA	$ 2,200.00	$ 1,750.00
23.61	Cleanout, 0'-6' Deep Under Crushed Stone	EA	$ 2,350.00	$ 2,000.00
23.62	Cleanout, 6'-12' Deep Under Crushed Stone	EA	$ 3,500.00	$ 2,500.00
23.63	Cleanout, 0'-6' Deep Under Pavement	EA	$ 3,875.00	$ 3,500.00
23.64	Cleanout, 6'-12' Deep Under Pavement	EA	$ 5,100.00	$ 4,000.00

INSTALLATION OF NEW MANHOLES				
Item No.	Item Description	Unit		
24.00	Mobilization for Installation of New Manholes (Each Work Order)	LS	$ 1,200.00	$ 2,500.00
	Lamphole			
24.01	8" Dia. Lamphole, Up to 6' Deep	EA	$ 3,575.00	$ 3,000.00
24.02	10" Dia. Lamphole, Up to 6' Deep	EA	$ 4,350.00	$ 3,250.00
	4-Foot Diameter			
24.03	4' Dia. Manhole Under Turf, Up to 8' Deep	EA	$ 4,600.00	$ 5,000.00
24.04	4' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	$ 4,850.00	$ 5,500.00
24.05	4' Dia. Manhole Under Pavement, Up to 8' Deep	EA	$ 6,325.00	$ 7,000.00
24.06	4' Dia. Manhole Extra Depth, > 8' Deep	FT	$ 205.00	$ 450.00
	5-Foot Diameter			
24.07	5' Dia. Manhole Under Turf, Up to 8' Deep	EA	$ 6,875.00	$ 7,000.00
24.08	5' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	$ 7,150.00	$ 7,250.00
24.09	5' Dia. Manhole Under Pavement, Up to 8' Deep	EA	$ 8,625.00	$ 8,000.00
24.10	5' Dia. Manhole Extra Depth, > 8' Deep	FT	$ 305.00	$ 750.00
	6-Foot Diameter			
24.11	6' Dia. Manhole Under Turf, Up to 8' Deep	EA	$ 8,150.00	$ 8,000.00
24.12	6' Dia. Manhole Under Alleyway, Up to 8' Deep	EA	$ 8,775.00	$ 8,250.00
24.13	6' Dia. Manhole Under Pavement, Up to 8' Deep	EA	$ 10,250.00	$ 9,000.00
24.14	6' Dia. Manhole Extra Depth, > 8' Deep	FT	$ 815.00	$ 775.00

MISCELLANEOUS OPEN CUT SERVICES AND ITEMS				
Hourly Rates (A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)				
Item No.	Item Description	Unit		
25.00	Laborer	HR	$ 102.00	$ 110.00
25.01	Backhoe and Operator	HR	$ 127.50	$ 200.00
25.02	12,000 Lb Excavator and Operator	HR	$ 178.50	$ 200.00
25.03	18,000 Lb Excavator and Operator	HR	$ 204.00	$ 225.00
25.04	40,000 Lb Excavator and Operator	HR	$ 229.50	$ 250.00
25.05	>40,000 Lb Excavator and Operator	HR	$ 331.50	$ 300.00
25.06	Standard Dump Truck and Driver	HR	$ 91.75	$ 150.00
25.07	End Dump Truck and Driver	HR	$ 153.00	$ 150.00
	Miscellaneous Items			
25.08	Sewer Line Trench Plug	EA	$ 1,185.00	$ 2,000.00
25.09	Additional Crushed Stone Backfill	TON	$ 22.50	$ 30.00
25.10	Additional Saw Cutting Pavement, Up to 10" Thick	LF	$ 20.50	$ 10.00
25.11	Additional Concrete Pavement Replacement, 10" Thick	SF	$ 13.25	$ 15.00
25.12	Additional Curb and Gutter Replacement	LF	$ 61.25	$ 75.00
25.13	Disposal of Lead Contaminated Soil	CY	$ 2.05	$ 30.00

EASEMENT CLEARING AND GRUBBING				
Item No.	Item Description	Unit		
26.00	Mobilization for Easement Clearing and Grubbing (Each Work Order)	LS	$ 1,200.00	$ 1,500.00
26.01	Laborer	HR	$ 102.00	$ 100.00
26.02	Laborer with Hand Tools	HR	$ 155.00	$ 135.00
26.03	Operator with Machine	HR	$ 255.00	$ 200.00
26.04	Hauling/Trucking and Disposal of Vegetation	HR	$ 205.00	$ 140.00

PIPE BURSTING - HORIZONTAL DIRECTIONAL BORE				
Item No.	Item Description	Unit		
27.00	Mobilization for Pipe Bursting (Each Work Order)	LS	$ 6,000.00	$ 4,000.00
27.01	Setup Per Each Pipe Bursted Segment	EA	$ 8,000.00	$ 15,000.00
27.02	Pipe Bursting for 8" Dia. Pipe	LF	$ 95.00	$ 160.00
27.03	Pipe Bursting for 10" Dia. Pipe	LF	$ 115.00	$ 200.00
27.04	Pipe Bursting for 12" Dia. Pipe	LF	$ 150.00	$ 225.00

BY-PASS PUMPING				
Item No.	Item Description	Unit		
28.00	Mobilization for By-Pass Pumping (Each Work Order)	LS	$ 3,876.00	$ 6,250.00
28.01	4-Inch By-Pass Pump	HR	$ 346.80	$ 1,250.00
28.02	6-Inch By-Pass Pump	HR	$ 469.20	$ 1,800.00
28.03	8-Inch By-Pass Pump	HR	$ 765.00	$ 2,400.00

TRAFFIC CONTROL				
Item No.	Item Description	Unit		
29.00	Local Street Closure	EA	$ 775.00	$ 800.00
29.01	Short Duration Traffic Control for Collector or Arterial	EA	$ 840.00	$ 850.00
	Short-Term Stationary Traffic Control For Collector or Arterial			
29.02	Outside Lane Closure (1-day)	EA	$ 1,250.00	$ 1,250.00
29.03	Inside Lane Closure (1-day)	EA	$ 1,250.00	$ 1,250.00
29.04	Center Turn Lane Closure (1-day)	EA	$ 1,100.00	$ 1,100.00
29.05	Two-Lane Closure (1-day)	EA	$ 1,500.00	$ 1,600.00
	Intermediate-Term Stationary Traffic Control For Collector or Arterial			
29.06	Outside Lane Closure (Up to 3-days)	EA	$ 1,250.00	$ 1,250.00
29.07	Outside Lane Closure (Each Additional Day)	DAY	$ 325.00	$ 325.00
29.08	Inside Lane Closure (Up to 3-days)	EA	$ 1,250.00	$ 1,250.00
29.09	Inside Lane Closure (Each Additional Day)	DAY	$ 325.00	$ 325.00
29.10	Center Turn Lane Closure (Up to 3-days)	EA	$ 2,100.00	$ 2,200.00
29.11	Center Turn Lane Closure (Each Additional Day)	DAY	$ 650.00	$ 650.00
29.12	Two-Lane Closure (Up to 3-days)	EA	$ 2,100.00	$ 2,200.00
29.13	Two-Lane Closure (Each Additional Day)	DAY	$ 750.00	$ 750.00

PERFORMANCE AND PAYMENT BONDS				
Item No.	Item Description	Unit		
30.00	Performance and Payment Bonds (Percentage of Each Work Order)	%	1.00%	2.00%

COUNCIL BILL NO. 2022-121 ORDINANCE NO

AN ORDINANCE approving an agreement and a purchase order for Five Hundred Seventy-five Thousand and 00/100 Dollars ($575,000.00) with Ace Pipe Cleaning, Inc., for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That an agreement and a purchase order to Ace Pipe Cleaning, Inc., in the amount of Five Hundred Seventy-five Thousand and 00/100 Dollars ($575,000.00) for the 2022 Evaluation and Rehabilitation Toolbox for Wastewater Collection System Project, a true and accurate copy of said Purchase Order being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri or his designee, is hereby authorized and directed to execute said agreement and purchase order described in Section 1 of this Ordinance for and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8675.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2022-121

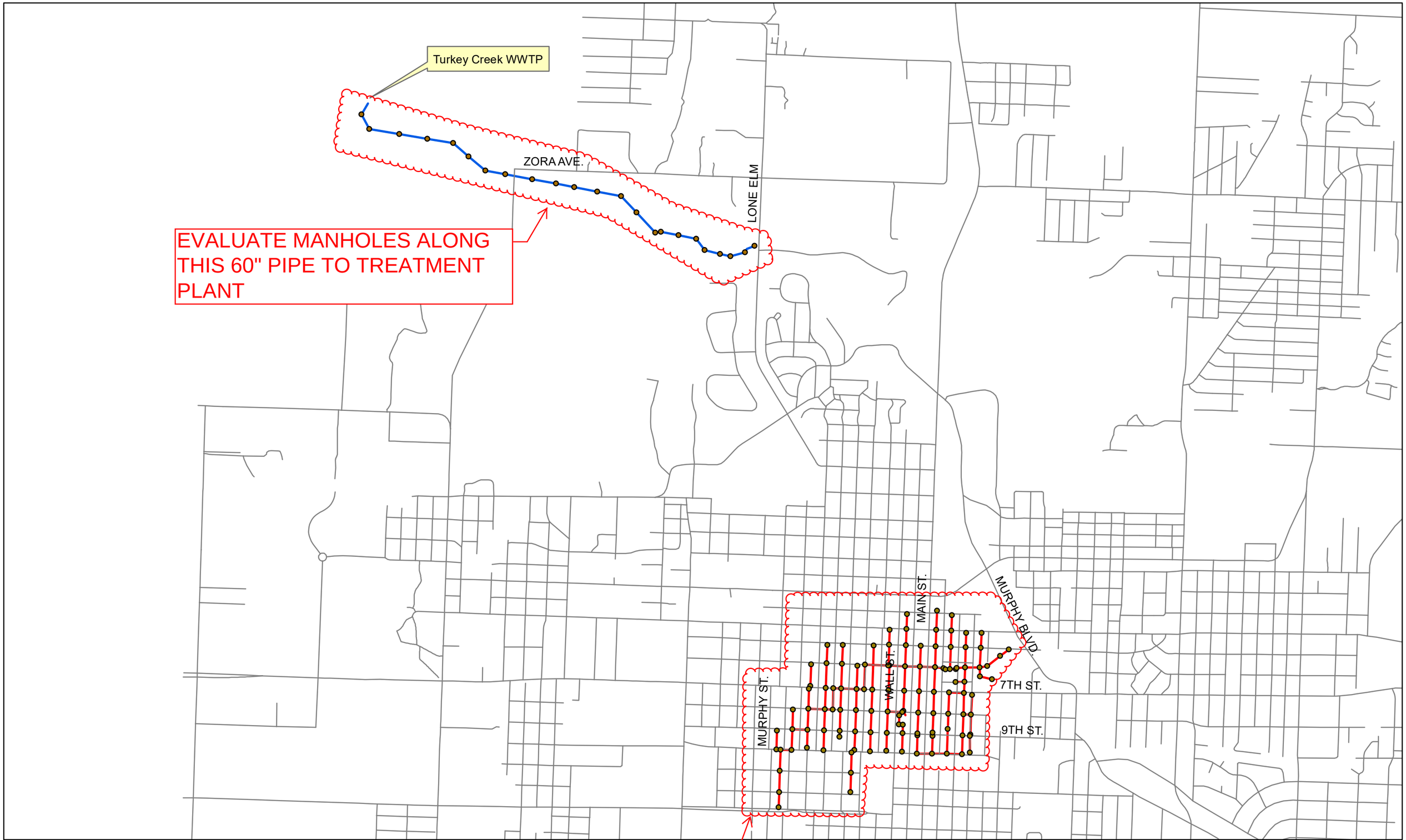
I hereby certify that a sufficient amount is available in the Wastewater Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

2022 EVALUATION AND REHABILITATION TOOLBOX FOR WASTEWATER COLLECTION SYSTEM
CITY OF JOPLIN, MISSOURI
WORK ORDER 2022A

ITEM NO.	NO. OF UNITS	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED
4.00	1	LS	Mobilization for Manhole Cleaning and Inspection (Ea. WO)	$ 1,500.00	$ 1,500.00
4.01	10	EA	Manhole Cleaning	$ 40.00	$ 400.00
4.02	23	EA	Manhole Inspection	$ 150.00	$ 3,450.00
9.00	1	LS	Mobilization for MH to MH CIPP (Ea. WO)	$ 9,000.00	$ 9,000.00
9.01	5,627	LF	8" Dia. CIPP (6 mm Liner Thickness)	$ 29.50	$ 165,996.50
9.02	1,459	LF	8" Dia. CIPP (7.5 mm Liner Thickness)	$ 30.25	$ 44,134.75
9.06	303	LF	12" Dia. CIPP (7.5 mm Liner Thickness)	$ 46.00	$ 13,938.00
14.00	1	LS	Mobilization for Trenchless LCR (Ea. WO)	$ 2,500.00	$ 2,500.00
14.01	14	EA	Trenchless LCR Setup Per Manhole to Manhole Segment	$ 500.00	$ 7,000.00
14.02	94	EA	Ambient Steam Cured LCR 8"-12" Main, 4" to 6" Lateral, 18" Long	$ 1,400.00	$ 131,600.00
21.00	1	LS	Mobilization for Open Cut Sewer Line Work 8" to 12" Diameter (Ea. WO)	$ 1,250.00	$ 1,250.00
21.03	7	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Turf, Up to 10' Long	$ 2,550.00	$ 17,850.00
21.04	30	LF	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Turf	$ 118.00	$ 3,540.00
21.09	7	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Alleyway, Up to 10' Long	$ 3,500.00	$ 24,500.00
21.10	50	LF	8" and 10" Point Repair, Additional Footage (>10'), 6'-12' Deep Under Alleyway	$ 165.00	$ 8,250.00
21.15	6	EA	8" and 10" Dia. Point Repair, 6'-12' Deep Under Pavement, Up to 10' Long	$ 4,600.00	$ 27,600.00
21.16	65	LF	8" and 10" Dia. Point Repair, Additional Footage (>10'), 6'-12' Deep Under Pavement	$ 260.00	$ 16,900.00
23.02	1	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Turf	$ 2,850.00	$ 2,850.00
23.05	8	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Alleyway	$ 3,500.00	$ 28,000.00
23.08	8	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main, 6'-12' Deep Under Pavement	$ 5,200.00	$ 41,600.00
23.10	2	EA	Open Cut Lateral Connection Repair 8" to 10" Dia. Main Completed During an Open Cut Point Repair or Simultaneous Open Cut Lateral Connection Repair	$ 715.00	$ 1,430.00
23.42	50	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Turf	$ 51.00	$ 2,550.00
23.45	50	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Alleyway	$ 71.40	$ 3,570.00
23.48	50	LF	4" Dia. Sewer Lateral, 6'-12' Deep Under Pavement	$ 127.50	$ 6,375.00
25.13	167	CY	Disposal of Lead Contaminated Soil	$ 2.05	$ 342.68
29.01	2	EA	Short Duration Traffic Control for Collector or Arterial	$ 840.00	$ 1,680.00
29.05	1	EA	Short Term Stationary Traffic Control for Collector or Arterial (Two Lane Closure)	$ 1,500.00	$ 1,500.00
30.00	1.00	%	Performance and Payment Bonds	$ 5,693.07	$ 5,693.07
			WO 2022A Total		$ 575,000.00



PURCHASE ORDER EXHIBIT
FOR
WORK ORDER NO. 2022A

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2022-122 Work Authorization for the Wastewater Collection System Rehabilitation Toolbox Project

MEETING DATE
May 16, 2022

ORIGINATING DEPT
Public Works / Engineering

ATTACHMENTS
CB 2022-122 Ordinance; Work Authorization AMA-OC22-005

REVIEWED BY
Interim Director of Public Works – Daniel Johnson, Director of Finance – Leslie Haase, City Attorney – Peter C. Edwards, City Manager – Nicholas Edwards

SUMMARY
This Council Bill approves a work authorization with Allgeier, Martin and Associates, Inc. (AMA), for the Wastewater Collection System Rehabilitation Toolbox Project in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00).

BACKGROUND
Since 2013, AMA has played a vital role in the success of the City's annual evaluation and rehabilitation program, which has improved the reliability of the sanitary sewer collection system. On March 15, 2021, Council approved the previous Work Authorization (WA) with AMA for supporting City staff in the planning and construction administration of Ace Pipe Cleaning's last work orders under the previous multi-year evaluation and rehabilitation contract. AMA's tasks included assisting City staff with planning and managing collection system rehabilitation work, developing maps of the same, along with supplying information to City staff for periodic reports to the Missouri Department of Natural Resources regarding renewal of the sewer system and the removal of excessive inflow and infiltration (I&I) within the collection system. Under this new WA, AMA will perform the same types of activities mentioned above in support of renewing the City's sanitary sewer collection system. AMA was selected as the on-call engineering firm most qualified to provide these professional engineering services. The consultant's fees are within industry standards for design, bidding and construction administration services.

FUNDING SOURCE
These payments are included in the FY 2021-2022 budget of the Wastewater fund.

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

COUNCIL BILL NO. 2022-122 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00) for the Wastewater Collection System Rehabilitation Toolbox Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Nine Thousand and 00/100 Dollars ($99,000.00), a true and accurate copy of said work authorization 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 work authorization, or work authorization in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached work authorization, 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 Wastewater Funds.

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

_____, 2022 by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2022-122

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

_____

Leslie Haase, Director of Finance

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. Chris Parker, P.E. Sanitary Sewer Engineer		Attention: Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 584	Fax: 417-625-4738	Project: Rehab Toolbox Project Management WO 2022A	

WORK AUTHORIZATION NUMBER AMA-OC-022-005
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC-022-005 exceed the sum of Ninety-Nine Thousand and 00/100 Dollars ($99,000).

6. Insurance. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of

the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

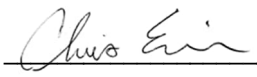
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Chris Erisman, P.E.

Title: _____

Date: 04/20/2022

CITY OF JOPLIN, MISSOURI

By: _____
Dan Johnson, P.E.
Interim Public Works Director

Date: _____

EXHIBIT A
OF WORK AUTHORIZATION NUMBER AMA-OC-22-005 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 WW Collection System Rehabilitation Toolbox WO 2022A)

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 sanitary sewer project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects within the City of Joplin in association with work completed as part of City of Joplin Wastewater Collection System Rehab Toolbox Work Order 2022A and other miscellaneous wastewater collection system Rehab Toolbox planning and management services as necessary.

1.1.3.1.1 Annual Collection System Rehabilitation Contract Management:

1.1.3.1.1.1 Plan, Develop and Manage Annual Collection System Rehabilitation Contract, specifically for Work Order 2022A but may include future Work Orders as remaining available fees in this contract allow, including the interpretation of plans, contract documents and specifications necessary to undertake said work and preparation of change orders to the contract as determined necessary.

1.1.3.1.1.2 ENGINEER shall assist the OWNER is project development for rehabilitation work to be completed through the annual rehabilitation contract.

1.1.3.1.1.2.1 Coordinate the strategy for the extent and location of proposed improvements with the assistant project manager for the ongoing City of Joplin I/I Program. The Joplin I/I Program is managed and was developed under a separate work authorization.

1.1.3.1.2 As requested, evaluate the condition of existing sewer lines within the wastewater collection system. Utilize existing CCTV data received from the current or previous annual collection system rehabilitation contracts or coordinate completion of needed CCTV inspections and to recommend improvements to the existing interceptor lines, if any.

1.1.3.1.3 Compiling data received from the annual collection system rehabilitation CCTV work, modifying the data to match current sanitary system naming conventions recently developed, and converting the data into a format that can be inserted into the City's GIS system.

1.1.3.1.4 Ongoing assistance with planning and development of future sanitary sewer collection system rehabilitation projects as part of the annual collection system rehabilitation contract (also commonly referred to as the rehabilitation "tool box") and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system. Services required would be provided hourly, on an as-needed basis. If

more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.4.1 Coordinate proposed improvements with the recommendations of the system hydraulic model and other planned city replacement projects. Develop a method for selecting areas of improvements and document such for each planned improvement project area. Upon completion of work, a report shall be provided for each Toolbox Work Order as to the quantity of pipe, manholes, lateral connection repairs, smoke testing, etc. that was included in said scope of work for that particular Work Order.

1.1.3.1.5 Construction phase services for Work Order 2022A associated with the City of Joplin Inflow and Infiltration (I&I) Reduction program that will be completed by use of the sanitary sewer toolbox contractor.

1.1.3.1.6 GIS map updates to include work completed as part of the annual collection system rehabilitation contract and/or the City of Joplin I&I Reduction Program completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.7 Provide the OWNER with maps and other data as needed for Regulatory Agency Reporting Support, as requested by the OWNER. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.8 Resident Construction Representation Phase services for the completion of the selected sanitary sewer collection system rehabilitation projects. Services required would be provided hourly, on an as-needed basis. If more time is necessary for these services than the estimated maximum fee allows, then the contract shall be amended accordingly, as desired by the OWNER.

1.1.3.1.9 ENGINEER shall perform professional engineering services related the ongoing maintenance and replacement of piping and/or other components of the wastewater collection system as hereinafter stated, which include customary civil engineering services.

1.1.3.1.9.1 In general, the Work consists of answering engineering related questions and outlining lines and/or other components of the City of Joplin wastewater collection system.

1.1.3.1.9.2 Identifying areas of the wastewater collection system in need of repair or replacement based upon previous CCTV inspections of those facilities or based upon the material make-up of those items.

1.1.3.1.9.3 Preparing maps or other descriptions of items in need of repair and coordinate said work with the annual wastewater collection system maintenance contractor.

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, alternate routes and costs for desired project scopes of work for the annual collection system rehabilitation contract.

1.2.2 Although not anticipated as part of this work, conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Prepare preliminary scope of work for a potential purchase order under the annual collection system rehabilitation contract for projects that are part of the City of Joplin I&I Reduction Program and are to be completed by the sanitary sewer toolbox contractor or other sanitary sewer system improvements completed, in general, within the City of Joplin's wastewater collection system and review same with OWNER.

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

1.2.5 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 to show the character and extent of the Project and provide detailed information to the Owner on the planned improvements necessary for incorporation into a purchase order to perform the work under the annual collection system rehabilitation contract.

1.2.6 Analyze system data involving collection system rehabilitation work and process said data into a format that is to be integrated into the City's current GIS database.

1.2.7 Analyze any smoke testing data from the annual rehabilitation contract and work with City Staff to develop a plan for addressing some of the recommendations for improvements contained within the subsequent report that was developed as part of that work. Provide such data to be implemented into the collection system Hydraulic model to assist in the evaluation of lines and development of rehabilitation projects within the system.

1.2.8 Provide data, as available and necessary, to utilize the hydraulic model in analyzing the service areas and to calculate flows for interceptor sewers in the given drainage basins, if requested. From said efforts, utilize the hydraulic model to evaluate the capacity of the existing interceptor lines in said basin(s) and develop a scope of work for future improvements necessary, if any. CCTV inspection data received through work completed as part of the annual collection system rehabilitation contract will be utilized in evaluating the condition of the existing interceptor sewer and developing any scope of work for improvements that are determined necessary.

1.3 Construction Phase

1.3.1 For projects developed and undertaken as part of a purchase order under the annual collection system rehabilitation contract, and as requested by the OWNER, issue 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.

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

1.3.3 Conduct site observation periodically, as requested by the OWNER, to determine if the Project is being completed substantially in accordance with the contract documents and if the Contractor is following the work as identified in the valid purchase order's scope of work.

1.3.4 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.

1.4 Resident Project Representation.

1.4.1 At the OWNER's discretion, ENGINEER may be requested to furnish a part-time 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 (NTP) for each respective project is provided by the OWNER. The following shall be completed and submitted to the Owner as follows:

Task	**Duration**
Miscellaneous Sanitary Sewer Collection System Rehabilitation and Replacement Projects (Identified in Section 1.1.3.1)	Engineering Services anticipated through a period ending March 31, 2023.

Construction Services related to Ongoing "Toolbox" work anticipated through March 31, 2023.

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 2022, 2023, 2024"; with a total compensation ceiling of $99,000, as set forth in Work Authorization Number **AMA-OC-22-005** to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum as follows:

Task	**Estimated Fee**
Standard Project Engineering Services	
Annual Collection System Rehabilitation Contract Management (Paragraphs 1.1.3.1.1, 1.1.3.1.2, 1.1.3.1.3 and 1.1.3.1.5)	$35,500
Future Rehabilitation Project Planning and Development (Paragraph 1.1.3.1.4)	$27,000
GIS System Data Updates for Work Completed Under Toolbox (Paragraph 1.1.3.1.6)	$9,000
Maps and Other Data for Regulatory Agency Reporting (Paragraph 1.1.3.1.7)	$6,000
Resident Project Representation, as requested (Paragraph 1.1.3.1.8)	$2,000
Subtotal-Standard Project Engineering Services	$79,500
Additional Service	
Annual WW Coll System Maintenance and Replacement Assistance (Paragraph 1.1.3.1.9)	$19,500
Total Estimated Maximum Fee – All Standard and Additional Services	$99,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ATTACHMENT NUMBER ONE

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers and Surveyors

RATE SCHEDULE
2022, 2023 and 2024

LABOR RATES

Classification	Hourly Billing Rate 01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024
Principal/Engineer VI	$270	$279	$289
Principal/Engineer V	$240	$248	$257
Principal/Engineer IV	$217	$225	$233
Principal/Engineer III	$200	$207	$215
Project Manager/Engineer II	$178	$184	$190
Project Manager/Engineer I	$162	$167	$173
Technician III/GIS Specialist	$147	$152	$157
Technician III	$124	$129	$133
Technician II	$111	$115	$119
Technician I	$105	$109	$112
Two-Man GPS Survey Crew	$206	$213	$220
One-Man GPS Survey Crew	$162	$167	$173
Three-Man Survey Crew	$224	$232	$240
Two-Man Survey Crew	$178	$184	$190
Registered Land Surveyor II	$190	$196	$203
Registered Land Surveyor I	$167	$173	$179
Survey Crew Member	$85	$88	$91
Right of Way Specialist	$130	$134	$139
Project Representative III	$124	$129	$133
Project Representative II	$111	$115	$119
Project Representative I	$103	$106	$110
Secretary/Assistant	$85	$88	$91
Print Specialist	$85	$88	$91

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	$0.58 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

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2022-268 – Rezone R-1 to R-1-PD.

MEETING DATE:
May 2, 2022

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 029-22: 3330 and 3332 N. St. Louis Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-1-PD (Single-family Residential Planned Development) for future residential development – Gaskill, Jason H. & Debra S. Family Trust.

BACKGROUND:
This request to rezone to R-1-PD Single-family Residential Planned Development is for a future 281-lot subdivision. The applicant is requesting the PD Overlay for approval of smaller lot sizes and shorter lot widths than is currently permitted by the subdivision regulations. The minimum lot area would be 6,760 square feet under this request, approximately 1000 square feet less than code minimum 7,800 square feet. Additionally, the minimum lot width would be 52' under this request, 13' shorter than the code minimum of 65'. Smaller lots, such as the ones requested, have become increasingly popular in Joplin in recent years. Many of the lots in existing plats in Joplin's historic grid system are roughly the same size, and the few vacant ones that remain have been scooped up and developed as of late.

PLANNING & ZONING COMMISSION TESTIMONY:
Terry Mitchell, Schuber Mitchell Homes representing the Gaskills, from whom we purchased the property.

Mr. Eastman wanted to know what the rationale was going from R-1 to R-1-PD?

Mr. Stanton stated that the PD allows the applicant to request smaller lot sizes and widths. Our minimum code regulation is 65 feet per single family lot, they are requesting down to a 52-foot lot.

Joshua Oathout, 114 Sunset, Carl Junction, MO, Engineer/Land Surveyor, Anderson Engineering. The basis is we are requesting R-1-PD, but if you look at the image, we have a large area of wetlands on this site that we want to preserve. We picked an overlay district because the PD encourages the use of green space preserving natural habitat. The Southwest side of the plat in the triangle we will be doing the same thing. We are requesting the PD from the code so that we can preserve area lost to wetlands.

Ms. Phillips wanted to know how many years; months are between the phases?

Troy Nebo, Schuber Mitchell Homes, 1835 Golf St., Webb City, MO., The goal is in the next three years we will be developing this. The actual timeline will be based on sales.

Mr. Kimble mentioned that the lot sizes are thirteen feet shorter than the minimum code. What is the purpose of having the smaller lots?

Mr. Oathout stated that so much of the property is unusable because of the Army Corp, it still makes the development developable.

Ms. Phillips wanted to know if all the houses will have garages on the front and extend further than the house?

Mr. Oathout stated the garages will be on the front and extends to the front and we have setbacks that we have to abide by the city.

Mr. Bolander stated that the lots sizes in the U.S are decreasing. People want smaller lot size. Our experience in Joplin, the 50'x 120' are very popular now.

Mr. Kimble wanted to know about the pond area to the north, given the lot sizes will be smaller. Will there be anything built in there? Trails, anything else in that green space for the families?

Mr. Oathout stated there is planned trails.

PUBLIC COMMENT;

Katie Proctor, my home is directly above the center, the red line. and our property touches the back of that western half. As you will notice all the properties to the north of this proposed development are 4+ acres tracts and we wanted to preserve that feeling of being in the country. Mine is right next to the easement that divides those upper rectangles, and would that become a street? There is also an easement that runs from St. Louis Ave. along the north edge of the east half of the proposed development. Where is all the traffic going to go?

Mr. Stanton explained that in the plat there will be 281 lots roughly over the eighty-two acres. As far as traffic they will have in the beginning two entrances off St. Louis. There are no connections going to the north. They will not be able to build a street to that dedicated right-of-way, because the Army Corp of Engineers protects the wetland that is located in the path of that right-of-way.

RECOMMENDATIONS:

Staff recommends approval for Case 029-22.
Planning & Zoning Commission recommends denial for Case 029-22 (4 in Favor, 2 Nays, 1 Abstain)

ATTACHMENTS

CB 2022-268, Staff Planning Report, P&Z Commission Minutes, Exhibit A-Emeral Glades Preliminary Plat.

CB 2022-268

Case 029-22: - 3330 & 3332 N. St. Louis Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-1-PD (Single-family Residential Planned Development) for future residential development – Gaskill, Jason H & Debra S Family Trust.

Terry Mitchell, Schuber Mitchell Homes representing the Gaskills, from whom we purchased the property.

Mr. Stanton stated the details of this request, you might find easily on the plat, which is Case 030-22.

Mr. Eastman wanted to know what the rationale was going from R-1 to R-1-PD?

Mr. Stanton stated that the PD allows the applicant to request smaller lot sizes and widths. Our minimum code regulation is 65 feet per single family lot, they are requesting down to a 52-foot lot.

Joshua Oathout, 114 Sunset, Carl Junction, MO, Engineer/Land Surveyor, Anderson Engineering. The basis is we are requesting R-1-PD, but if you look at the image, we have a large area of wetlands on this site that we want to preserve. We picked an overlay district because the PD encourages the use of green space preserving natural habitat. The Southwest side of the plat in the triangle we will be doing the same thing. We are requesting the PD from the code so that we can preserve area lost to wetlands.

Ms. Phillips wanted to know how many years; months are between the phases?

Troy Nebo, Schuber Mitchell Homes, 1835 Golf St., Webb City, MO., The goal is in the next three years we will be developing this. The actual timeline will be based on sales.

Ms. Phillips mention to get to phase 6?

Mr. Nebo stated that was correct. We are planning to start on development as soon as the approval from the city is final.

Mr. Kimble mentioned that the lot sizes are thirteen feet shorter than the minimum code. What is the purpose of having the smaller lots?

Mr. Oathout stated that so much of the property is unusable because of the Army Corp, it still makes the development developable.

Ms. Brueckner-Sears asked if there were any other questions? This has nothing to do with the lot sizes, correct?

Mr. Stanton stated that it does because if you approve the overlay then that includes the reduction of the lot sizes.

Ms. Brueckner-Sears stated she has concerns with the smaller lot sizes.

Ms. Steele stated she has a question. Where else have you gone down to the 52-foot lot.

Mr. Oathout stated out at Wildwood Ranch.

Mr. Stanton stated that outside of Schuber Mitchell subdivisions a large portion of the historic grid system, Main Street, to the East and West of that, those original plats are 50-foot lots. They are very common in Joplin.

Mr. Nebo stated that we have seen on sales that the preference from buyers is the smaller lots.

Ms. Phillips wanted to know if all the houses will have garages on the front and extend further than the house?

Mr. Oathout stated the garages will be on the front and extends to the front and we have setbacks that we have to abide by the city.

Mr. Bolander stated that the lots sizes in the U.S are decreasing. People want smaller lot size. Our experience in Joplin, the 50'x 120' are very popular now.

Mr. Kimble wanted to know about the pond area to the north, given the lot sizes will be smaller. Will there be anything built in there? Trails, anything else in that green space for the families?

Mr. Oathout stated there is planned trails.

Ms. Brueckner-Sears asked if there wanted anyone who would like to speak in favor of this request? There were not. She also asked if there was anyone is opposition of this request?

Katie Proctor, my home is directly above the center, the red line. and our property touches the back of that western half. As you will notice all the properties to the north of this proposed development are 4+ acres tracts and we wanted to preserve that feeling of being in the country. Mine is right next to the easement that divides those upper rectangles, and would that become a street? There is also an easement that runs from St. Louis Ave. along the north edge of the east half of the proposed development. Where is all the traffic going to go?

Mr. Stanton explained that in the plat there will be 281 lots roughly over the eighty-two acres. As far as traffic they will have in the beginning two entrances off St. Louis. There are no connections going to the north. They will not be able to build a street to that dedicated right-of-way, because the Army Corp of Engineers protects the wetland that is located in the path of that right-of-way.

Ms. Proctor wanted to know about the intersection of St. Louis Ave. and Fountain Rd., will a light be added?

Mr. Stanton stated that the city has requested a traffic impact for that area. They came back and indicated that there was no need for improvements for St. Louis Ave., even with a full build out.

Ms. Brueckner-Sears asked if there was anyone else in opposition? There were not.

MR. EASTMAN MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 029-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR APPROVAL. MR. EASTMAN, MS. WARREN, AND MR. MCCULLOUGH VOTED "AYE" MS. STEELE, MR. KIMBLE, MS. PHILLIPS, AND MS. BRUEKNER-SEARS "NAY" (3 IN FAVOR, 4 NAYS) MOTION FAILED.

MS. PHILLIPS MOVED, SECONDED BY MR. KIMBLE THAT CASE 029-22 BE FORWARDED TO THE CITY COUNCIL WITH THE RECOMMENDATION FOR DENIAL. MOTION CARRIED WITH MS. BRUECKNER-SEARS, MS. STEELE, MR. KIMBLE, AND MS. PHILLIPS "AYE" (4 IN FAVOR, 2 NAYS, 1 ABSTAIN) MR. EASTMAN AND MS. WARREN VOTING "NAY", MR. MCCULLOUGH VOTING "ABSTAIN".

Z&P Meeting: April 11, 2022
City Council Meeting: May 2, 2022

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 029-22 A request to remove from District R-1 (Single-family Residential) and include in District R-1-PD (Single-family Residential Planned Development) for future residential development

LOCATION 3330 and 3332 N. St. Louis Ave.

APPLICANT Gaskill, Jason H & Debra S Family Trust.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Vacant	Approximately 83 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	Out of City Limits
Land Use	Single-family residential	Single-family Residential	Single-family Residential	Vacant

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. St. Louis Ave.	Collector	60'

UTILITIES

Utilities will be extended throughout the proposed subdivision.

FLOOD PLAIN

No part of this property is in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The future land use map does indicate future low-density commercial, and R-1-PD zoning is appropriate to coincide with that designation.

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

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

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. Abutting property, and most property in the area, are zoned R-1 and have similar or identical uses to those proposed in this request.

DISCUSSION

This request to rezone to R-1-PD Single-family Residential Planned Development is for a future 281-lot subdivision. The applicant is requesting the PD Overlay for approval of smaller lot sized and shorter lot widths than is currently permitted by the subdivision regulations. The minimum lot area would be 6,760 square feet under this request, approximately 1000 square feet less than code minimum 7,800 square feet. Additionally, the minimum lot width would be 52' under this request, 13' shorter than the code minimum of 65'.

It is important to note that not every lot will be the smallest versions requested by the applicant. There is a mix of lots that are smaller and larger throughout the proposed neighborhood.

Smaller lots, such as the ones requested, have become increasingly popular in Joplin in recent years. Many of the lots in existing plats in Joplin's historic grid system are roughly the same size, and the few vacant ones that remain have been scooped up and developed as of late. Staff has observed that this is part of a larger trend nationwide of growing popularity and demand for smaller yards and less property to maintain.

Staff recommends approval of Case 029-22.

ENCLOSURES

- Map of property

- Application

REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.:
Filing Fee: $550.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: GASKILL JASON H & DEBRA S FAMILY TR PHONE:
ADDRESS: PO BOX 561 WEBB CITY MO ZIP: 64870 0561

OWNER: GASKILL JASON H & DEBRA S FAMILY TR PHONE:
ADDRESS: PO BOX 561 WEBB CITY MO ZIP: 64870 0561

LOCATION/ADDRESS OF PROPERTY: SEE ATTACHED LEGAL DESCIPTION 3330 N St Louis
3332 N St Louis

Present Zoning R-1 Requested Zoning: R1-PD Acreage: 82.61
Present Use of Property: RURAL HOMESITE AND RURAL AG VACANT

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	VACANT & SINGLE FAMILY	
South	VACANT	
East	SINGLE FAMILY	
West	VACANT & SINGLE FAMILY	

Character of the Neighborhood: PROPERTY SITS ALONG N ST LOUIS AVE. DEVELOPER IS REQUESTING TO REZONE THE TWO PROPERTIES TO R1-PD.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? YES
   If yes, explain:
   CHANGING TO PD WILL ALLOW FOR MORE VARIETY IN HOUSING OPTIONS TO BE AVAILABLE TO ADDRESS THE CONTINUED SHORTAGE OF HOMES IN THE JOPLIN AREA. THIS WILL ALSO HELP PRESERVE EXISTING WETLANDS AND RIPARIAN AREA.

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? YES
2. Consistent with Future Land Use Map? YES

Jason Gaskill

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: N ST LOUIS AVE
2. Classification of Street(s):
   Arterial _____ Collector X _____ Local _____
3. Right-of-Way Width: 60 FEET
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED IN ORDER TO PROVIDE FOR:

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

UNIQUE CHARACTERISTIC OF PROPERTY AND/OR ADDITIONAL COMMENT:

PLEASE REFER TO ATTACHED EXHIBIT AND DESCRIPTIONS.

THE FOLLOWING **MUST** ACCOMPANY YOUR APPLICATION:

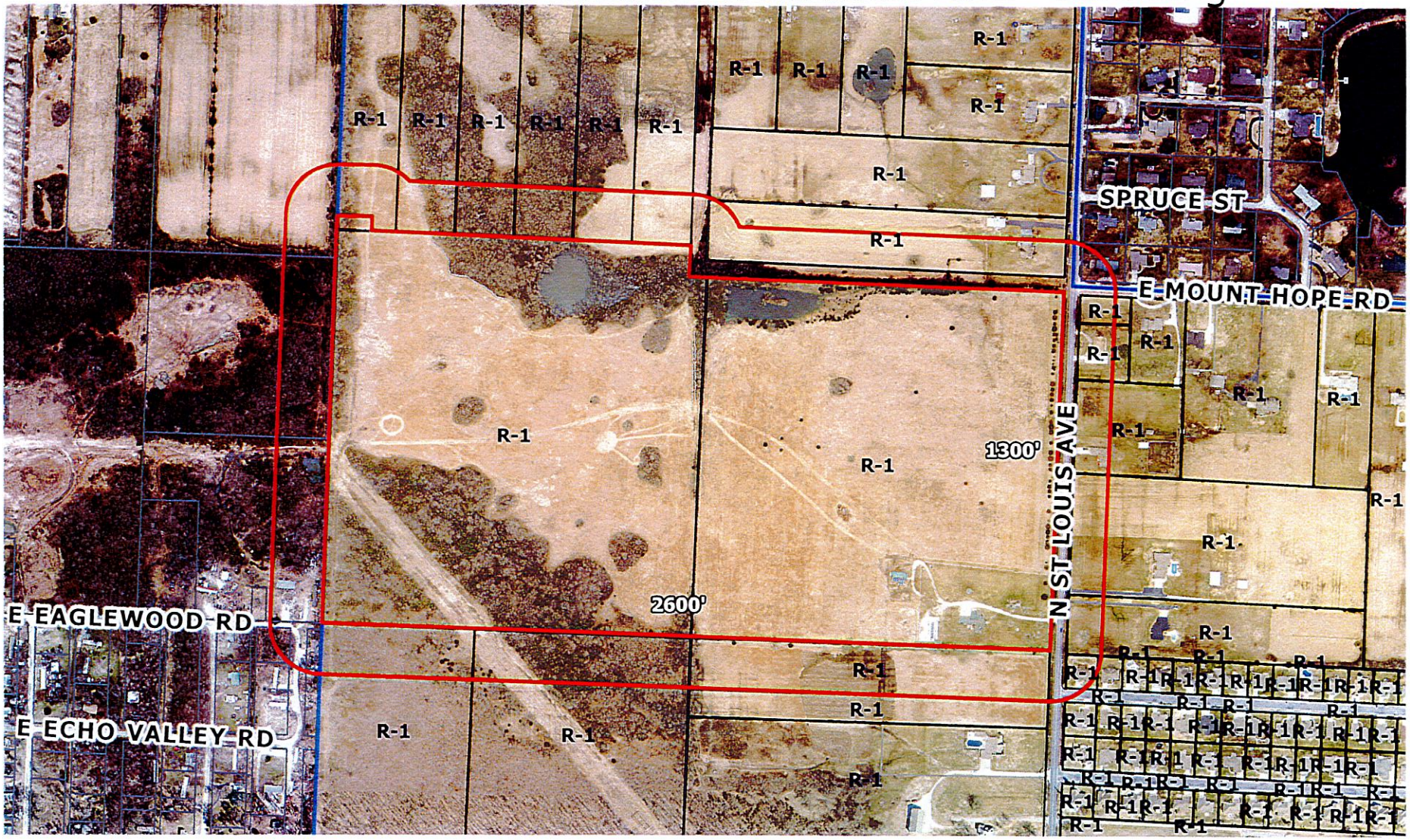
1. One copy of a legal description of the property proposed to be rezoned from a deed or certified survey.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

SIGNATURE: _____ DATE: 12-2-21

EMAIL: _____

TITLE: _____

Case 029-22: 3330 & 3332 N. St. Louis Ave. - Rezoning



3330 & 3332 N. St. Louis Ave. – A request to remove from District R-1 (Single-family Residential) and include in District R-1-PD (Single-family Residential Planned Development) for future residential development – Gaskill, Jason H & Debra S Family Trust.

N

0 200 400 800 1,200 1,600 Feet

PRELIMINARY PLAT OF
EMERALD GLADES SUBDIVISION
A SUBDIVISION IN JOPLIN, MISSOURI
SECTION 26, TOWNSHIP 28N, RANGE 33W
JASPER COUNTY, MISSOURI

POINT OF COMMENCEMENT @ FOUND 1/2" REBAR NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, T-28-N, R-33-W

POINT OF BEGINNING

S2°15'29"W 29.90' FOUND 1/2" IP

S87°57'53"E 197.47'

S2°31'36"W 50.00'

S87°57'53"E 1059.90' 1/2" FOUND REBAR

FOUND 1/2" REBAR

FOUND 5/8" REBAR

S2°15'47"W 99.37'

S87°53'52"E 60.74'

FOUND IP WITH CAP "LPS 2000147864" NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, T-28-N, R-33-W

0.4'±

N87°53'52"W 1257.13'

NEW LADY ADDITION PLAT BOOK 12, PAGE 66

FOUND 1/2" REBAR NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, T-28-N, R-33-W

S87°55'24"E 1316.62'

MARCY LANE
50' RIGHT-OF-WAY PUBLIC

NE CORNER SE 1/4 | 26-28-33

23 24" RCP FL 1020.8' 0.03'±

24" RCP FL 1024.1'

N2°15'29"E 1470.81'

FOUND 1" PIPE

ELLIS R. & MARGARET TOWNSEND NO BOOK AND PAGE

1.8'±

JASON H. & DEBRA S GASKILL TRUST BOOK 2555, PAGE 481

JASON H. & DEBRA S GASKILL TRUST BOOK 2555, PAGE 481 LOT 2

JASON H. & DEBRA S GASKILL BOOK 2555, PAGE 481 LOT 3

BEVERLY J. LLOYD BOOK 1314, PAGE 886 LOT 4

EDWARD H. & VIRGINIA K. COLEMAN BOOK 1301, PAGE 1124 LOT 5

MATTHEW R. & KATHERINE R. PROCTOR BOOK 2048, PAGE 518 LOT 6

LOT 14

NW 1/4 NE 1/4 SEC. 26

R & R LAND DEVELOPMENT CO. BOOK 2594, PAGE 1

NORTH INDIANA AVENUE

STORMWATER RETENTION POND

DETENTION POND/ WETLAND PRESERVATION AREA

STORMWATER RETENTION POND

STORMWATER RETENTION POND

PHASE 1

PHASE 2

PHASE 3

PHASE 4

PHASE 5

PHASE 6

STORM DRAINAGE EASEMENT 23'X150'

EAST WHITE OAK STREET 50'

REED ST.

SEDGE STREET

OSAGE STREET

EAST DAISY STREET

ASTER AVE.

NORTH MCKEE AVENUE

NORTH MICHIGAN AVENUE

HICKORY AVENUE

REDWING STREET

N. ST LOUIS AVENUE

SIGN EASEMENT 15'X32.5'

SIGN EASEMENT 15'X32.5'

SIGN EASEMENT 15'X32.5'

30' ELECTRIC EASEMENT BOOK 2453, PAGE 349 BOOK 2609, PAGE 162 BOOK 2222, PAGE 61

30' ELECTRIC EASEMENT BOOK 2609, PAGE 162

BRIAN K. & KATHARINA A JORDAN BOOK 1948, PAGE 1063

GERALD F. KOEHLER TRUST BOOK 2497, PAGE 217

SAM D. & PHYLLIS A. JACKSON BOOK 1538, PAGE 1422

N87°53'58"W 2633.68'

FOUND COPPER WELD WEST QUARTER CORNER OF SECTION 26, T-28-N, R-33-W

FOUND ALUMINUM MONUMENT SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, T-28-N, R-33-W

N87°49'37"W 1318.22'

FOUND 1/2" REBAR SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, T-28-N, R-33-W

N87°58'10"W 1315.95'

FOUND 1/2" REBAR EAST QUARTER CORNER OF SECTION 26, T-28-N, R-33-W

S2°16'20"W 1323.47'

992.37'

331.00'

SEWER MANHOLE RIM 1008.20' FL 1001.50' S (12" PVC) FIELD CREW HEARD FLOW FROM FORCE MAIN BUT NO EVIDENCE

STORM DRAINAGE EASEMENT 15'X130'

SEWER MANHOLE RIM 1006.13' FL IN 999.33' N (12" PVC) FL OUT 999.23' S (12" PVC)

S2°15'12"W 2639.77'

FOUND 1/2" IRON PIN SOUTH QUARTER CORNER OF SECTION 26, T-28-N, R-33-W CORNER DOCUMENT #600-98607 IRON PIN ALUMINUM CAP 2016

GRAPHIC SCALE
100 0 50 100
(IN FEET)
1 inch = 100 ft.

GRID

E FOUNTAIN RD
N. ST LOUIS AVE
MAIN STREET RD
SITE
26
ZORA ST

LOCATION SKETCH
SECTION 26, T 28 N, R 33 W
SCALE: 1"=2000'

LEGEND

FOUND IRON PIN AS NOTED	●
SET 5/8" X 18" REBAR WITH PLASTIC STAMPED A/E INC LC 62	○
POWER POLE W/ GUY	PP GY
LIGHT POLE	LP
WATER METER	W
CABLE RISER	C
TELEPHONE RISER	T
STREET LIGHT	
UTILITY EASEMENT	UE
BUILDING SETBACK LINE	BSL
STORM DRAINAGE EASEMENT	SD
SANITARY SEWER EASEMENT	SE
PERCENT OF STREET GRADE	X.XX%
PROPOSED SEWER MANHOLE	○
PROPOSED WATER VALVE AND FIRE HYDRATE	
PROPOSED STORM INLET	
PROPERTY LINE	
SECTION LINE	
PHASE LINE	
CENTERLINE LINE	
FENCE LINE	x x
BUILDING SETBACK LINE	
EASEMENT LINE	
EXISTING SANITARY SEWER	SS
EXISTING WATER LINE	W
EXISTING OVERHEAD ELECTRIC	OHE
EXISTING FORCED MAIN SANITARY SEWER	FM
PROPOSED SANITARY SEWER	SS
PROPOSED FORCED MAIN SANITARY SEWER	FM
PROPOSED WATER LINE	W
PROPOSED STORM PIPE LINE	

SUBDIVISION INFORMATION

TOTAL ACRES:	83.1±
SMALLEST LOT:	6,760± SQ. FT. (LOTS 4–10, 54–58, 60–65, 67–71, 102–106, 108–113, 115–119, 124–128, 130–135, 137–141, 175–176, 178, 180, 182, 184, 201–205, 207–211, 214–222, 243–244, 261–277)
LARGEST LOT:	21,901± SQ. FT. (LOT 23)
TOTAL NO OF LOTS:	278
CURRENT ZONING:	R-1 PD
SOURCE OF WATER:	CITY OF JOPLIN
SOURCE OF SEWER:	CITY OF JOPLIN
SOURCE OF TITLE:	BK 2555, PG 481

ZONING DATA
SUBJECT PROPERTY IS ZONED R-1 PD
(SINGLE-FAMILY RESIDENTIAL DISTRICT PLANNED DEVELOPMENT)

BUILDING SETBACK LINES:
FRONT: 25'
SIDE: 6'
SIDE CORNER LOT: 10'
REAR: 25'

SURVEYORS CERTIFICATE
KNOW ALL MEN BY THESE PRESENTS:
THAT I, RONALD W. WALLACE, DO HEREBY DECLARE THAT THIS PRELIMINARY PLAT WAS PREPARED UNDER MY SUPERVISION, AND THAT THE EXISTING AND PROPOSED INFORMATION SHOWN HEREON IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

LAST REVISION DATE MARCH 30, 2022
ANDERSON ENGINEERING, INC. L.C. 62
by

RONALD W. WALLACE
MO P.L.S. NO. 2019015191

STATE OF MISSOURI
RONALD W. WALLACE
NUMBER PLS-2019015191
PROFESSIONAL LAND SURVEYOR

3-30-22
DATE

SOURCE OF DEED
JASON H. GASKILL AND
DEBRA S. GASKILL TRUST
BOOK 2555, PAGE 481

DEVELOPER AND OWNER
SCHUBER MITCHELL HOMES, LLC
1810 FOUNTAIN ROAD
WEBB CITY, MISSOURI 64870

ENGINEER/LAND SURVEYOR
ANDERSON ENGINEERING, INC.
811 E. 3RD STREET
JOPLIN, MISSOURI 64801
JOSHUA OATHOUT, P.E.
RONALD W. WALLACE, P.L.S.

ANDERSON ENGINEERING EMPLOYEE OWNED
ENGINEERS · SURVEYORS · LABORATORIES · DRILLING

811 E. 3RD STREET
JOPLIN, MISSOURI 64801
PHONE (417) 782-7399

FIELD: CF DATE: 3-30-22
DRAWN: SLM FIELD BK:
CHECKED: RWW JOB NO: 21J010090

JOP 100-6276
SHT. 1 OF 2 REV. ___

P & Z Case 029-22
Gaskill, Jason H & Debra S Family
(P & Z Recommended Denial)

COUNCIL BILL NO. 2022-268 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single-family Residential) and including in District R-1-PD (Single-family Residential Planned Development) property as described below and located at 3330 and 3332 N. St. Louis Ave., City of Joplin, Jasper County, Missouri.

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

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

ALL OF A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH, RANGE 33 WEST IN JASPER COUNTY, MISSOURI, BEING A PART OF THE TRACT DESCRIBED IN THE JASPER COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2555, PAGE 481, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND HALF INCH (1/2") REBAR AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 28 NORTH RANGE 33 WEST, JASPER COUNTY, MISSOURI; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER, SOUTH 02°15'29" WEST, 1175.00 FEET, TO THE POINT OF BEGINNING. THENCE LEAVING SAID WEST LINE SOUTH 87°57'33" EAST, 197.47 FEET; THENCE SOUTH 02°31'36" WEST, 50.00 FEET; THENCE SOUTH 87°57'53" EAST, 1059.90 FEET; THENCE SOUTH 02°15'47" WEST, 99.37 FEET; THENCE SOUTH 87°53'52" EAST, 60.74 FEET, TO A FOUND IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 87°55'24" EAST, 1316.62 FEET, TO A FOUND (1/2") REBAR AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF SAID SECTION, SOUTH 02°16'20" WEST, 1323.47 FEET, TO A FOUND (1/2") IRON PIN AT THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE LEAVING THE EAST LINE OF SAID SECTION, NORTH 87°58'10" WEST, 1315.95 FEET, TO A FOUND (1/2") REBAR AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE CONTINUING ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION, NORTH 87°49'37" WEST, 1318.22 FEET, TO A FOUND ALUMINUM MONUMENT AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER, NORTH 02°15'29" EAST, 1470.81 FEET, TO THE POINT OF BEGINNING. BEARINGS BASED ON GRID NORTH OF THE MISSOURI

COORDINATE SYSTEM OF 1983, WEST ZONE, CONTAINING 83.1 ACRES MORE OR LESS.

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

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

_____
Douglas W. Lawson , Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney