JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JULY 21, 2025
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

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

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

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

2. **Roll Call**

3. **Presentations**

   1. Semi-Annual Oversight Committee Report

      Documents:

      OVERSIGHT COMMITTEE COUNCIL REPORT JULY 21 2025.PDF
      REPORT TO COUNCIL JULY 2025.PDF

   2. Homelessness Commission Progress Report - Introduction Of New Homelessness Director

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

8. **Consent Agenda**

   1. COUNCIL BILL NO. 2025-004
      AN ORDINANCE approving a ground lease agreement with Jasper County Emergency Services Board (Jasper County 911-JASCO); allowing JASCO-911 to construct a communications tower on the premises; establishing terms for the use of a communications tower by both Parties; and determining a date for the ordinance to become effective.

Documents:

CB2025-004.PDF

2. COUNCIL BILL NO. 2025-122
AN ORDINANCE approving a construction agreement with Microsurfacing Contractors LLC in the amount of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) for the Microsurfacing 2025 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-122.PDF

3. COUNCIL BILL NO. 2025-126
AN ORDINANCE approving an agreement with Grizzly Contracting & Supply Co. LLC, to provide sanitary sewer service to a property located adjacent to Briaroaks Lane in Newton County, Missouri, authorizing the City Manager to execute or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this ordinance shall become effective.

Documents:

CB2025-126.PDF

4. COUNCIL BILL NO. 2025-272
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 2602 S Wall Ave, Joplin, Jasper County, Missouri.

Documents:

CB2025-272.PDF

5. COUNCIL BILL NO. 2025-273
AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 4106 E Zora Street, Joplin, Jasper County, Missouri.

Documents:

CB2025-273.PDF

6. COUNCIL BILL NO. 2025-614
   AN ORDINANCE approving the issuance of a Purchase Order to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software, as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025, was budgeted and approved for by Council during the budget process and finalized by Council Bill 2024-514 on October 21, 2024.

   Documents:

   CB2025-614.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2025-528
   AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Legacy Built Properties LLC., for the sale of one parcel located at 911 Pennsylvania Avenue, totaling approximately 6,160 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

   Documents:

   CB 2025-528 SUMMARY LAND SALE 911 PENNSYLVANIA AVE .PDF
   CB 2025-528 LAND SALE ORDINANCE 911 PENNSYLVANIA AVE.PDF
   CB 2025-528 EXHIBIT A REAL ESTATE CONTRACT 911 PENNSYLVANIA AVE.PDF
   CB 2025-528 BID TAB 911 PENNSYLVANIA.PDF
   CB 2025-528 MAP OF 911 PENNSYLVANIA AVE.PDF

11. **Ordinances - First Reading**

1. COUNCIL BILL NO. 2025-129
   AN ORDINANCE authorizing the approval of the 2025 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley; and, setting a date when this Ordinance shall become effective.

   Documents:

   CB2025-129 ANNUAL 2025 PTASP SAFETY TARGETS - SUMMARY.PDF
   CB2025-129 ANNUAL 2025 PTASP SAFETY TARGETS - ORDINANCE.PDF
   CB2025-129 ANNUAL 2025 PTASP UPDATE.PDF
   CB2025-129 ANNUAL 2025 PTASP SAFETY TARGETS EXHIBIT A.PDF

2. COUNCIL BILL NO. 2025-131
AN ORDINANCE approving a construction agreement with Goins Enterprises in the amount of One Hundred Fifty-Two Thousand Five Hundred Seventeen and 00/100 dollars ($152,517.00) for the Justice Center Sidewalks 2025 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

Documents:

CB2025-131 JUSTICE CENTER SIDEWALKS 2025 SUMMARY.PDF
CB2025-131 JUSTICE CENTER SIDEWALKS 2025 ORDINANCE.PDF
CB2025-131 JUSTICE CENTER SIDEWALKS 2025 BID SUMMARY.PDF
CB2025-131 JUSTICE CENTER SIDEWALKS 2025 LOCATION MAP.PDF
CB2025-131 JUSTICE CENTER SIDEWALKS 2025 AGREEMENT.PDF

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

13. **Unfinished Business**

14. **New Business**

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

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 17th day of July 2025 (RSMo 610.020)



TAX OVERSIGHT COMMITTEE UPDATE

COJ Team | July 21, 2025

CITIZEN APPROVED SPECIAL TAXES

Committee oversees the revenues and expenditures of the special taxes as compared to the promises made to the voters

- How are the special tax dollars being spent?
- What projects have been completed?
- What's the progress towards the remaining projects?
- What do these revenues mean to the Community?

CITIZEN APPROVED SPECIAL TAXES

Committee Oversight: Quarterly Meetings

- ¼-Cent Parks and Stormwater Sales Tax
- 3/8-Cent Capital Improvement Sales Tax
- ½-Cent Public Safety Sales Tax
- ½-Cent Pension Sales Tax
- Use Tax Collections and Expenditures

1/4-CENT PARKS AND STORMWATER SALES TAX PHASE II 2ND QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
Annual Maintenance (10 Years)	TS0501	$ 1,447,600	$ 2,197,948	$ 2,197,948	$ -	$ -	
Softball Complex Amenities	TS0502	1,195,500	986,731	986,731	208,769	-	
Trail Amenities (Benches, Receptacles & Trail Markers)	TS0503	200,100	18,230	18,230	-	-	
Schifferdecker Park Improvements	TS0504	327,000	354,230	354,230	(27,230)	-	
Parr Hill Park Improvements	TS0505	70,000	30,805	30,805	39,195	-	
Skate Pods at Existing Parks	TS0506	240,000	314,694	314,694	(74,694)	-	
Athletic Complex Improvements	TS0507	77,000	48,254	48,254	28,746	-	
Cunningham Park Improvements	TS0508	150,000	83,231	83,231	66,769	-	Donations
Ewert Park Improvements	TS0509	50,000	39,407	39,407	10,593	-	
McClelland to Town Green via Tin Cup Trail	TS0510	1,098,250	1,247,735	1,247,735	-	347,857	Grant Funds
Campbell Parkway Improvements*	TS0511	60,000	-	-	60,000	-	Donations
Garvin Park Improvements	TS0512	13,000	7,637	7,637	5,363	-	
Leonard Park Improvements	TS0513	45,000	41,794	41,794	3,206	-	
McClelland Park Improvements	TS0514	63,500	41,017	41,017	22,483	-	
Humphrey Park Improvements	TS0515	57,000	41,845	41,845	15,155	-	
Overlay 6 Outdoor Basketball/7 Tennis Court Improvements	TS0516	227,500	162,243	162,243	65,257	-	
Landreth Park Improvements	TS0517	120,000	92,002	92,002	27,998	-	
Spiva Park Improvements	TS0518	50,000	23,276	23,276	26,724	-	
Wildcat Glades & Audubon Center Annual Support	TS0519	150,000	150,000	150,000	-	-	
Low Water Bridge to Grand Falls Trail	TS0520	1,300,000	7,482	1,300,000	-	-	
Aquatic Center - Option B	TS0521	5,800,000	5,768,803	5,768,803	31,197	-	
Off Leash Dog Park - Landreth West/Dover South	TS0522	51,500	13,388	13,388	38,112	-	
Joe Becker Turf Project	TS0523	-	461,528	461,528	(461,528)	124,363	Infrastructure Fund 305
Ewert Skate Park Lights	TS0524	-	53,178	53,178	(53,178)	-	
TOTAL PARKS PROJECTS		**$ 12,792,950**	**$ 12,185,459**	**$ 13,477,976**	**$ 32,939**	**$ 472,220**	

Project Completed in Current Quarter

1/4-CENT PARKS AND STORMWATER SALES TAX PHASE II 2ND QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Minor System Improvements ($96,185 Annual Expense)	TS0601	$ 961,850	$ 3,669,650	$ 3,669,650	$ (2,707,800)	$ 140,021	State Grant
Ditch & Detention Pond Mtce ($300,000 Annual Expense)	TS0602	3,000,000	2,368,321	2,368,321	$ 631,679	94,980	
Catch Basin & Closed System Mtce ($250,000 Annual Expense)	TS0603	2,500,000	1,560,287	1,560,287	$ 939,713	-	
Regional Detention, NE side of Murphy Blvd. & S. of 15th	TS0604	774,200	26,076	26,076	(53,804)	-	
Regional Det., NE side of Murphy Blvd. & S. of 15th - State Grant**	GSTA09	-	801,928	801,928	-	801,928	State Grant
Regional Detention, W. of Arizona & N. of 32nd	TS0605	2,652,000	1,180,087	1,180,087	200,971	-	
Regional Detention, W. of Arizona & N. of 32nd - State Grant**	GSTA03	-	1,270,942	1,270,942	-	1,270,942	State Grant
Storm Sewer Improvements, Illinois between 7th & 9th	TS0606	987,000	3,027,710	3,027,710	(2,040,710)	-	
Regional Detention, 15th & Massachusetts	TS0607	1,543,000	252,575	252,575	1,290,425	-	
Culvert Improvements, Lone Elm & Murphy Blvd.	TS0608	565,000	395,864	395,864	169,136	-	
Ditch & Culvert Improvements, Connecticut between 32nd & 35th	TS0609	656,000	814,488	814,488	-	-	
Ditch & Culvert Improvements, Connecticut between 35th & 37th	TS0610	518,000	640,858	640,858	-	-	
Channel Improvement, Canterbury Ditch 3rd to 7th	TS0611	1,163,000	697,127	697,127	465,873	-	
Ditch & Culvert Improvements, 4th & School Avenue	TS0612	739,000	1,540,806	1,540,806	(801,806)	-	
Ditch Improvements, Euclid & Odessa/Rolla	TS0613	525,000	486,988	486,988	38,012	-	
Ditch & Culvert Improvements, 10th & Peters Avenue	TS0614	556,000	968,998	968,998	(412,998)	36,578	
New Culvert System, Michigan between 30th & 27th	TS0615	621,000	-	-	(478,574)	-	
New Culvert System, Michigan between 30th & 27th - State Grant**	GSTA04	-	1,099,574	1,099,574	-	1,099,574	State Grant
Ditch Improvements, 2nd & Oliver/McCoy	TS0616	119,000	163,597	163,597	(44,597)	-	
New Culvert System, Hill between Division & Mineral	TS0617	269,000	473,312	473,312	(204,312)	-	
Curb Inlet Improvements, 4th & Tyler/Adele	TS0618	358,000	207,313	207,313	150,687	-	
Joplin Creek, East Drainage Basin	TS0619	2,300,000	-	-	2,300,000	-	
Joe Becker Stadium	TS0620	-	26,075	26,075	(26,075)	-	
Airport - Public Safety Training Center	TS0621	-	92,734	92,734	(92,734)	-	
TOTAL STORMWATER PROJECTS		**$ 20,807,050**	**$ 21,765,311**	**$ 21,765,311**	**$ (676,916)**	**$ 3,444,024**	
Project Completed in Current Quarter							

Before:

Ditch & Culvert Improvements, 32nd to 37th



Complete (After):

Ditch & Culvert Improvements, 32nd to 37th



Before:

Ditch & Culvert Improvements, 32nd to 37th



Complete (After):

Ditch & Culvert Improvements, 32nd to 37th



1/4-CENT PARKS AND STORMWATER SALES TAX PHASE II 2ND QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
PARKS PROJECTS:							
Ewert Park Splash Park w/Ice Ribbon	TS0701	$ 5,000,000	$ 516,860	$ 5,000,000	$ -	$ -	
Ewert Park Covered Bball Court	TS0702	550,000	-	550,000	-	-	
Ewert Park Amphitheater	TS0703	250,000	-	250,000	-	-	
Ewert Park Kiosk & Interpretive Signage	TS0704	29,375	-	29,375	-	-	
Annual Park Maintenance	TS0705	1,700,000	346,306	1,700,000	-	-	
Turf Replacement - Miracle, Redden, JBS	TS0706	800,000	-	800,000	-	-	
Overlay/Resurface Sports Courts	TS0707	400,000	66,600	400,000	-	-	
Park Beautification	TS0708	2,776,384	731,657	2,776,384	-	-	
Dover Outdoor Recreation	TS0709	1,750,000	652,101	1,750,000	-	-	
Athletic Complex Operations	TS0710	3,000,000	750,000	3,000,000	-		
Tin Cup Trail Phase II	TS0711	1,000,000	264,844	1,000,000	-	-	
Install Security Lighting	TS0712	1,510,000	194,502	1,510,000	-	-	
Playground Updates	TS0713	1,300,000	25,608	1,300,000	-	-	
Install Security Cameras	TS0714	300,000	7,900	300,000	-	-	
Convert Softball to Turf	TS0715	800,000	-	800,000	-	-	
Electrical at Mercy Park	TS0716	250,000	211,066	211,066	38,934	-	
Cunningham to Sand Vball	TS0717	90,000	-	90,000	-	-	
McIndoe Park Restroom	TS0718	150,000	-	150,000	-	-	
Dover to Landreth Connector	TS0719	750,000	3,000	750,000	-	-	
Wildcat Park Restroom	TS0720	150,000	-	150,000	-	-	
Landreth Main Street Underpass	TS0721	250,000	-	250,000	-	-	
Campbell Pkwy Improvements	TS0722	850,000	-	850,000	-	-	
Tin Cup Bridge	TS0723	1,600,000	59,900	1,600,000			
TOTAL PARKS PROJECTS		**$ 25,255,759**	**$ 3,830,344**	**$ 25,216,825**	**$ 38,934**	**$ -**	

Project Completed in Current Quarter

In Progress:

Dover Outdoor Recreation Area



In Progress:

Dover Outdoor Recreation Area



In Progress:

Tin Cup Trail –
Clearing for the Trail



In Progress:

Tin Cup Trail



In Progress:

Tin Cup Trail



In Progress:

Tin Cup Trail



1/4-CENT PARKS AND STORMWATER SALES TAX PHASE II 2ND QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER) / UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
STORMWATER PROJECTS:							
Minor System Improvements	TS0801	$ 1,000,000	$ 241,459	$ 1,000,000	$ -	$ -	
Ditch & Dentention Pond Maintenance	TS0802	2,850,000	319,933	2,850,000	-	-	
Catch Basin & Closed System Maintenance	TS0803	2,350,000	295,309	2,350,000	-	-	
Automated Gate Arms at Murphy Low Water	TS0804	300,000	211,731	211,731	88,269	-	
Economic Development	TS0805	500,000	-	500,000	-	-	
Durham Acres	TS0806	2,451,500	-	2,451,500	-	-	
17th & Mina Ave	TS0807	2,334,500	-	2,334,500	-	-	
Old Willow Branch Phase I	TS0809	750,000	340,606	750,000	-	-	
1st & Joplin Avenue Phase I	TS0810	500,000	-	500,000	-	-	
Sunnyvale Improvements & I-4 Phase I	TS0811	3,178,500	236,693	3,178,500	-	-	
17th & Annie Baxter*	GFARS1	-	96,256	-	-	-	ARPA Grant
East Town*	GFARS2	-	418,485	-	-	-	ARPA Grant
9th & St. Louis*	GFARS 3	-	661,055	-	-	-	ARPA Grant
12th & Wall*	GFARS4	-	146,020	-	-	-	ARPA Grant
Massachusetts & Murphy*	GFARS5	-	153,571	-	-	-	ARPA Grant
5th & Porter*	GFARS6	-	634,383	-	-	-	ARPA Grant
5th & Porter	TS0813	1,527,500	-	1,527,500	-	-	
Ten Pin Lane*	GFARS7	-	302,618	-	-	-	ARPA Grant
Texas Ave - 11th to 15th*	GFARS8	-	274,280	-	-	-	ARPA Grant
Texas Avenue - 11th to 15th	TS0808	1,451,000	-	1,451,000	-	-	
26th Street Twin Culverts*	GFARS9	-	259,360	-	-	-	ARPA Grant
26th Street Twin Culverts	TS0812	697,500	-	697,500	-	-	
TOTAL STORMWATER PROJECTS		**$ 19,193,000**	**$ 4,591,759**	**$ 19,104,731**	**$ 88,269**	**$ -**	

Project Completed in Current Quarter

In Progress:

ARPA Stormwater:
5th and Porter



In Progress:

ARPA Stormwater: Massachusetts & Murphy



In Progress:

ARPA Stormwater: Massachusetts & Murphy



3/8-CENT CAPITAL IMPROVEMENT SALES TAX PHASE I 2ND QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	TRANSPORTATION SALES TAX	GRANT REVENUE	CAPITAL IMPROVEMENT SALES TAX	TOTAL OF ALL FUNDING SOURCES
CAPITAL IMPROVEMENT PROJECTS:									
City Overlay Program	TC0502	$ 5,375,000	$ 5,457,921	$ 5,457,921	$ (82,921)	$ -	$ -	$ 5,457,921	$ 5,457,921
32nd Street (Main to Jackson) & Jackson Realignment	TC0503	2,687,500	2,569,515	2,569,515	117,985	977,444	150,000	1,442,071	2,569,515
32nd Street & Main Intersection	TC0504	4,300,000	6,158,463	6,158,463	(1,858,463)	-	4,396,913	1,761,550	6,158,463
Connecticut Avenue from Murphy to 30th Street	IS0401	6,450,000	9,029,191	9,029,191	(2,579,191)	1,843,383	-	7,185,808	9,029,191
Maiden Lane from 20th to 30th	TC0505	2,150,000	624,322	624,322	1,525,678	-	-	624,322	624,322
Maiden Lane from 9th to 17th	TC0506	2,150,000	517,295	517,295	1,632,705	-	-	517,295	517,295
Maiden Lane - TIGER Grant*	TG0520	3,871,360	6,229,923	6,229,923	(2,358,563)	-	4,346,085	1,883,838	6,229,923
20th & Main Intersection	TC0507	1,505,000	406,501	406,501	1,098,499	-	-	406,501	406,501
Connecticut Viaduct at 26th Street	TC0508	4,300,000	5,364,810	5,364,810	(1,064,810)	2,263,910	694,057	2,406,843	5,364,810
Schifferdecker Avenue, 7th to 32nd Street	TC0509	2,687,500	348,606	348,606	2,338,894	-	-	348,606	348,606
Schifferdecker - TIGER Grant Portion	TG0519	1,558,148	2,370,992	2,370,992	(812,844)	-	1,558,148	812,844	2,370,992
Murphy Blvd. from North Main to 7th	TC0501	1,671,625	152,681	152,681	1,518,944	-	-	152,681	152,681
Zora & Main Interchange & Overpass	TC0510	15,050,000	5,062,143	5,062,143	9,987,857	1,915,263	-	3,146,880	5,062,143
26th Street, Maiden Lane to Schifferdecker	TC0511	1,881,250	365,762	365,762	1,515,488	-	-	365,762	365,762
26th Street - TIGER Grant Portion	TG0521	2,069,375	2,887,535	2,887,535	(818,160)	-	2,069,375	818,160	2,887,535
Zora from Range Line to Main	TC0512	2,150,000	3,065,206	3,065,206	(915,206)	-	-	3,065,206	3,065,206
Broadway/Buchanan Road from St. Louis to Florida	TC0513	1,290,000	1,086,041	1,086,041	203,959	-	-	1,086,041	1,086,041
West Bypass Corridor Study	TC0514	161,250	109,061	109,061	52,189	-	161,250	(52,189)	109,061
St. Louis from Broadway to Zora	TC0515	1,827,500	4,087,890	4,087,890	(2,260,390)	-	-	4,087,890	4,087,890
Existing Traffic Signal Upgrades	TC0516	2,150,000	1,777,594	2,150,000		-	-	2,150,000	2,150,000
CR 190, 32nd Street to Interstate 44	TC0517	2,150,000	1,429,147	1,429,147	720,853	-	1,000,000	429,147	1,429,147
Tristate Road, 1st Street to Perkins	TC0518	376,250	907,844	907,844	(531,594)	-	-	907,844	907,844
20th Street Overpass - TIGER Grant*	TG0522	3,261,716	8,223,981	8,223,981	(4,962,265)	-	3,770,200	4,453,781	8,223,981
20th Street Transit - TIGER Grant*	TG0524	468,192	622,732	622,732	(154,540)	-	256,192	366,540	622,732
TOTAL CAPITAL IMPROVEMENT PROJECTS		**$ 71,541,666**	**$68,855,155**	**$ 69,227,562**	**$ 2,314,105**	**$ 7,000,000**	**$ 18,402,220**	**$ 43,825,342**	**$ 69,227,562**

Project Completed in Current Quarter

Before:

4th & Murphy



In Progress:

4th & Murphy



Complete:

4th & Murphy



Complete:

4th & Murphy



3/8-CENT CAPITAL IMPROVEMENT SALES TAX PHASE II 2ND QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
CAPITAL IMPROVEMENT II PROJECTS:							
32nd Street - Schifferdecker to Country Club Road	TC0601	$ 5,939,000	$ 5,298,911	$ 5,298,911	$ 640,089	$ -	
32nd Street - Country Club to Central City Road	TC0602	6,220,000	7,607,602	7,607,602	(1,387,602)	-	
Neighborhood Transportation Improvements	TC0603	1,500,000	893,772	1,500,000	-	-	
Street Surface Repair	TC0604	2,500,000	2,527,641	2,527,641	-	-	
Intersection Improvements	TC0605	2,500,000	2,806,024	2,806,024	-	-	
Connecticut - 32nd to 44th	TC0606	8,085,000	4,523,755	5,435,000	-	-	
44th Street - Rangeline to Connecticut	TC0607	6,135,000	7,536,829	7,536,829	(1,401,829)	-	
Zora - Rangeline to MO 249	TC0608	3,308,000	3,507,093	8,840,000	-	-	
Connecticut - Overpass at I-44	TC0609	5,374,000	1,329,154	1,329,154	4,044,846	-	
6th Street & Virginia Parking Garage Modifications	TCO610	2,687,000	184,378	2,687,000	-	-	
20th Street - Schifferdecker to Country Club Road ROW	TC0611	720,000	389,722	720,000	-	-	
20th Street - Schifferdecker to Country Club Road	TC0612	5,112,000	2,223,469	5,112,000	-	-	
Jackson - Bridge Replacement at Shoal Creek	TC0613	973,000	596,253	596,253	376,747	-	
Schifferdecker - New Bridge at Turkey Creek	TC0614	600,000	3,042,614	3,042,614	(2,442,614)	-	
TOTAL CAPITAL IMPROVEMENT II PROJECTS		**$ 51,653,000**	**$42,467,216**	**$ 55,039,027**	**$ (170,363)**	**$ -**	
Project Completed in Current Quarter							

Before:

Connecticut 32nd to 44th



Substantially Complete:

Connecticut 32nd to 44th



Complete:

Connecticut 32nd to 44th



Complete:

Connecticut
Overpass at I-44



In Progress:

20th Street from Schifferdecker Avenue to Black Cat Road



In Progress:

20th Street from Schifferdecker Avenue to Black Cat Road



In Progress:

20th Street from Schifferdecker Avenue to Black Cat Road



3/8-CENT CAPITAL IMPROVEMENT SALES TAX PHASE III 2ND QUARTER FISCAL YEAR 2025	PROJECT CODE	ORIGINAL PROJECTED COST	ACTUAL COST TO DATE	REVISED PROJECTED COST	COMPLETED PROJECTS (OVER)/UNDER ORIG. PROJ. COST	AMOUNT OF ALTERNATE FUNDS	ALTERNATE SOURCE OF FUNDING
CAPITAL IMPROVEMENT III PROJECTS:							
Street Surface Repair	TC0701	$ 10,000,000	$ 6,868	$ 10,000,000	$ -	$ -	
Intersection Improvements	TC0702	2,500,000	-	2,500,000	-	-	
ADA Citywide Sidewalks	TC0703	7,500,000	-	7,500,000	-	-	
Neighborhood Transportation Improvements	TC0704	1,000,000	-	1,000,000	-	-	
Pennsylvania Viaduct Removal	TC0705	4,800,000	103,644	4,800,000	-	-	
New Citywide Sidewalks	TC0706	1,500,000	-	1,500,000	-	-	
Bridge Maintenance	TC0707	1,500,000	-	1,500,000	-	-	
City Building Maintenance	TC0708	4,000,000	-	4,000,000	-	-	
Traffic Signal Updates	TC0709	2,500,000	5,075	2,500,000	-	-	
7th Street: City -owned Sidewalks	TC0710	2,000,000	-	2,000,000	-	-	
Newman Road: Turkey Creek Bridge Rehab	TC0711	4,950,000	-	4,950,000	-	-	
Economic Development/Water Supply	TC0712	2,500,000	-	2,500,000	-	-	
Willow Branch	TC0713	12,260,000	-	12,260,000	-	-	
I44 Culver	TC0714	10,000,000	-	10,000,000	-	-	
St Louis: Campbell to Broadway	TC0715	9,720,000	-	9,720,000	-	-	
15th Street Murphy/Delaware Intersection	TC0716	2,800,000	-	2,800,000	-	-	
Davis Blvd: 32nd to 20th	TC0717	10,330,000	-	10,330,000	-	-	
20th Street: Schifferdecker to Central City	TC0718	3,000,000	-	3,000,000	-	-	
Maiden Lane at Perkins Ave to Murphy	TC0719	1,520,000	-	1,520,000	-	-	
7th Street & Illinois Intersection	TC0720	500,000	-	500,000	-	-	
TOTAL CAPITAL IMPROVEMENT II PROJECTS		**$ 94,880,000**	**$ 115,586**	**$ 94,880,000**	**$ -**	**$ -**	

Project Completed in Current Quarter

1/2-CENT PUBLIC SAFETY SALES TAX 2ND QUARTER FISCAL YEAR 2025 DESCRIPTION	PER PERSON		ORIGINAL PROJECTED COSTS	ANNUAL FY 2025 COSTS	PRIOR YEARS COSTS	GRAND TOTAL COSTS	SUMMARY/EXPLANATION
OPERATIONAL EXPENDITURES (ANNUAL):							
25 Additional Police Officers	70,782	*	1,769,550	1,520,968	42,212,349	43,733,317	25 Police Officers hired
(5 Addtl/5 Shifts)							
5 Detectives/Crime Analyst/Drug Interdiction	70,782	*	353,910	304,194	7,549,644	7,853,837	5 Police Officer/Detectives hired
15 Additional Firefighters for 1st Additional Station	48,379		725,685	1,016,798	19,522,782	20,539,579	15 Firefighters hired
(4 Addtl/3 Shifts, plus 3 coverage)							
3 Coverage Firefighters for Current Operations	48,379		145,137	203,360	4,906,678	5,110,038	3 Firefighters hired
Increase Station 3 Personnel to 4 Staff	48,379		145,137	203,360	4,906,678	5,110,038	3 Firefighters hired
12 Firefighters for 2nd Additional Station	48,379		580,548	813,438	3,332,478	4,145,916	12 Firefighters hired
Fire Training Captain	56,051		56,051	67,787	1,451,840	1,519,627	1 Fire Training Captain hired
Neighborhood Security Light Program			925,000	125,509	4,662,458	4,787,967	
Wireless Access for Public Safety			50,000	43,115	709,847	752,962	Monthly Recurring Charge
Police Substation			10,000	5,600	295,099	300,699	Substation to be repaid
Public Safety Training Center			-	211,673	2,422,841	2,634,514	
Sub-Total Operational Ongoing Costs			4,761,018	4,515,799	91,972,695	96,488,494	
CAPITAL EXPENDITURES (ONE-TIME):							
Mobile Data Computers			375,000		326,190	326,190	MDC's-58 for Police & 15 for Fire Installed
1st Additional Westside Station			1,325,000	-	2,194,100	2,194,100	Construction Complete
Engine for Westside Station			450,000	-	728,053	728,053	Engine Purchased
First Response Vehicle for Westside Station			200,000	-	303,443	303,443	Rescue Purchased
Brush Truck for Westside Station			50,000	-	32,376	32,376	Brush Truck Purchased
Joint Fire/Police Training Center			3,000,000	-	3,457,770	3,457,770	Phase I Complete
Ladder Truck Replacement for Station 1			1,000,000		858,209	858,209	Ladder Truck Obtained
Handheld Ticket Writers ($5,000 @ 46)			230,000		75,664	75,664	Software Based Ticket Writers
Public Safety AS/400 New Unit			100,000		127,476	127,476	Installation Complete
2nd Additional Eastside Station			1,325,000	-	5,368,348	5,368,348	Station Complete
Engine for Eastside Station			450,000	-	937,609	937,609	Engine in Service
Additional Joint Fire/Police Training Center Needs			2,000,000	-	5,978,958	5,978,958	Training Center Completed
Rebuild Fire Stations lost in tornado				-	1,085,962	1,085,962	Stations rebuilt
Sub-Total One-Time Capital Costs			10,505,000	-	21,474,158	21,474,158	
Transfers Out				384,292	5,453,034	5,837,326	
GRAND TOTAL ACTUAL EXPENDITURES				**4,900,091**	**118,899,887**	**123,799,978**	
Completed Capital Items							

Complete:

Fire Station #7



QUESTIONS?

Finance Department
602 S Main Street
Joplin, Missouri 64801
417-624-6654

MEMORANDUM

TO: **City Manager, Nick Edwards**
Mayor Keenan Cortez and Members of the City Council

FROM: **Leslie Haase**
Director of Finance

DATE: **July 14, 2025**

RE: **Capital Improvement and Public Safety Sales Tax Oversight Committee Semi-Annual Report**

The Oversight Committee Chairman, Nathan Mordica, will be attending Monday night's City Council meeting to publicly present the oversight report to Council.

As you know, the Oversight Committee is required to meet at least quarterly to review collection and expenditure of revenue from the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvements sales tax, the ½-cent public safety sales tax, the ½-cent pension sales tax, the action plans under the use tax, as well as the progress towards completion of the voter-approved projects funded by these taxes. Additionally, the Oversight Committee is required to make a written, public report to the Council twice each year.

Finance Department
602 S Main Street
Joplin, Missouri 64801
417-624-6654

Capital Improvement and Public Safety Sales Tax Oversight Committee
Semi-Annual Public Report
July 21, 2025

Introduction

On November 6, 2001, the voters approved "Proposition B" for the purpose of funding stormwater controls and city park improvements.

The City Council, in response to voter approval of "Proposition B," appointed seven (7) Joplin residents to serve on the Capital Improvement Sales Tax Oversight Committee. The City Council felt it would be in the public's interest to establish a citizen oversight committee to monitor the expenditure of proceeds from the Parks/Stormwater Sales Tax.

The Oversight Committee is to meet at least quarterly to review the collections and expenditures from the sales tax; monitor progress toward completing the voter-approved projects funded therefrom, and make a written, semi-annual public report to the City Council.

On August 3, 2004, the voters approved "Proposition A" for the purpose of funding capital improvements.

On November 7, 2006, the voters approved "Proposition A" for the purpose of improving public safety.

On July 2, 2007, the City Council directed the Capital Improvement Sales Tax Oversight Committee to review collections and expenditures from the one-half cent Public Safety Improvement Sales Tax. The membership was increased from seven (7) to nine (9) members.

On October 15, 2007, the City Council amended the name of the Capital Improvement Sales Tax Oversight Committee to the Capital Improvement and Public Safety Sales Tax Oversight Committee and amended the mission thereof.

In 2020, the City Council directed the Oversight Committee to review collections and expenditures of the one-half cent Pension Sales Tax.

In 2021, the City Council directed the Oversight Committee to hear updates on the action plans funded by the Use Tax.

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Oversight Committee Members

The current Capital Improvement and Public Safety Sales Tax Oversight Committee membership includes the following:

Jamie Booker-Norman	Ken Copeland
Trevor Frerer	LeeAnn Luebber
Erik Lynch	Bethany McKinzie
Nathan Mordica	Fred Osborn
Todd Patterson	

Review of Oversight Committee Meetings

February 19, 2025

The meeting set for this date was canceled due to weather.

May 21, 2025

The Oversight Committee began this meeting by reviewing the collections and expenditures of the ¼-cent parks and stormwater sales tax, the 3/8-cent capital improvement sales tax, and the ½-cent public safety sales tax as presented by Leslie Haase. Dan Johnson updated the committee on the FY 2025 stormwater improvements and maintenance activities. Paul Bloomberg updated the committee on the park's activities. Dan Johnson updated the committee on the capital improvements street program. Brian Lewis and Gerald Ezell updated the committee on the public safety sales tax activities. The Committee discussed the semi-annual report that is to be presented to Council and decided that the Oversight Committee Chairman, Nathan Mordica, will present this report on Monday, July 21, 2025.

Committee Observations

As of the Oversight Committee's last meeting on July 21, 2025, it is agreed that the revenues from the ¼-cent parks and stormwater sales tax, the 3/8 cent capital improvements sales tax, and the ½-cent public safety sales tax are being collected at or above the projected level for the 2025 fiscal year.

The projects under Phase I of the Parks/Stormwater Sales Tax have been completed as promised. The projects under Phase II of the Parks/Stormwater Sales Tax are in progress as set forth to the voters.

The projects under Phase I of the Capital Improvements Sales Tax are all complete as promised, except one which is the Traffic Signal Upgrades. This project is expected to be completed during the 2025 fiscal year. The projects under Phase II of the Capital Improvements Sales Tax are in progress as set forth to the voters.

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For the public safety sales tax, all capital items have been completed as promised. All operational items have been completed. The remaining streetlights are underway.

The pension sales tax is funding the closed pension plan and will fund any remaining required gap payments in 2025. The LAGERS rate buy down has been completed for both police and fire.

Action plans are underway as promised and use tax funding is being collected at a rate higher than anticipated.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill No. 2025-004 – Approving a ground lease agreement with Jasper County Emergency Services Board (Jasper County 911-JASCO); allowing JASCO-911 to construct a communications tower on the premises; establishing terms for the use of a communications tower by both Parties; and determining a time for the ordinance to become effective.

MEETING DATE
July 7, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill No. 2025-004; Ground Lease Agreement

REVIEWED BY
City Attorney: Peter Edwards; Chief of Police: Richard Pearson; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves an agreement for a ground lease with Jasper County 911- JASCO, for construction of a new emergency communications tower, wherein the City of Joplin shall provide the premises, and JASCO 911 shall construct the tower. Upon completion, both parties shall partake in the use and benefit of the communications tower. The current communications tower used by the City of Joplin is no longer serviceable, and its functionality continues to degrade. Emergency communications provide an essential service for the safety and well-being of the community; and the use of these premises for emergency services is in the best interests of the City of Joplin.

FUNDING SOURCE
N/A.

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

GROUND LEASE AGREEMENT

This Ground Lease Agreement (**Agreement**) is entered into between the City of Joplin, Missouri, a Municipal Corporation (**Landlord**), and Jasper County Emergency Services Board, also known as Jasper County 911-JASCO, an emergency service district created under Section 190.335 Rsmo. (**Tenant**) made effective as of the date of execution of this agreement (**Effective Date**).

The Parties agree:

1. **DESCRIPTION**: Landlord owns the real property legally described in Exhibit A in fee simple, attached hereto and incorporated herein by reference. Landlord wishes to lease to Tenant a portion of said real property; the property identified in Exhibit B, attached hereto and incorporated herein by reference, said ground lease consisting of approximately six hundred square feet, the center located by a communications tower at approximately 37.103861 Latitude by -94.563944 Longitude as depicted in Exhibit C, attached hereto and incorporated herein by reference; said ground lease shall be the lease premises (**Premises**).

2. **TERM**: The initial term of this Agreement (**Initial Term**) shall commence as of the Effective Date and continue until the tenth anniversary of the Effective Date at which time it shall terminate, unless sooner terminated or renewed as provided herein. This Agreement shall automatically renew for two additional ten-year terms (each, a **Renewal Term**, together with the Initial Term, the **Term**), upon the terms and conditions as stated herein. Tenant shall have the option to extend this Agreement for one additional ten-year term if needed. Terms and conditions as stated herein and shall be terminable at any time, by either party, with thirty days' written notice to the other party.

3. **RENT:** During the Term, Tenant shall pay to Landlord as Rent $1.00, and other valuable consideration. Each new Term, Tenant shall remit Rent to Landlord. Tenant shall bear all cost of utilities and maintenance.

4. **USE**: Tenant shall use the Premises to construct and operate a communications tower, providing for all cost of construction and maintenance, and without any promise of permanent occupancy. Tenant shall not, without the written consent of Landlord, use the Premises for any other purpose.

5. **CONDITION OF PREMISES**: Landlord makes no warranties as to the condition of the Premises, and Tenant acknowledges it is accepting the Premises in its current and “As Is” condition. Landlord makes no warranties as to the condition or existence of utility infrastructure on the Premises, and Tenant acknowledges it is accepting

the Premises in its current and “As Is” condition.

6. **SECURITY:** Tenant shall fence the tower and cables areas and keep them secure and regularly monitor the Premises. It shall be Tenant's sole responsibility for the installation of any and all braces or other additions to the tower as may be necessary and required to adequately support its system.

7. **ACCESS:** Access to the Premises shall be nonexclusive. Landlord shall have access to the tower and use of the communication tower provided that such access and use shall not materially interfere with the use of the tower and premises by Tenant, as provided for in Section 9 below. Landlord shall have access and use of Landlord’s radio equipment under the supervision of Tenant. It is agreed between both Landlord and Tenant that only authorized engineers and/or employees of the Tenant; with Tenant making available to Landlord the basis for such authorization, FCC inspectors or persons otherwise under the direct supervision of FCC inspectors will be permitted to have access to Landlord's Property which is the overall subject of this Agreement. Tenant shall have continuous access to tower site and premises.

8. **REGULATIONS AND LICENSING:** Tenant agrees with and represents to Landlord that the radio equipment associated with the tower will be operated and maintained at all times in accordance with applicable Federal Communications Commission (FCC) rules and regulations, as well as rules and regulations of the Federal Aviation Authority (FAA) and the State of Missouri and the County of Jasper and the City of Joplin. Landlord assumes no responsibility for the licensing, operations, and/or maintenance of Tenant's radio equipment which Tenant will install at the Property.

9. **USE OF TOWER BY LANDLORD**: Landlord reserves the right to use the tower for placement of its radio equipment. Landlord shall not install any device or antenna on the premises or tower without the prior written approval of Tenant.

10. **IMPROVEMENTS BY TENANT**: Tenant shall not make any improvements or alterations to the Premises (excluding replacement or rearrangement of personal property within the Premises) without submitting plans and specifications to Landlord and securing Landlord's written consent, which shall not be unreasonably conditioned, delayed, or withheld. Tenant shall pay all costs of improvements and alterations, shall provide evidence of such payment to Landlord upon request, and shall hold Landlord harmless from any costs, liens, or damages. Upon termination or expiration of this Agreement, Tenant shall, at Tenant’s sole cost and expense, remove from the Premises all of Tenant’s leasehold improvements, including without limitation, the radio tower, securing cables, fencing and related improvements and other such items that have been installed or placed on the Premises by Tenant, by Tenant’s predecessors in interest, or which have been installed or placed therein for the benefit of or on behalf of Tenant or Tenant's predecessors (all of which are hereinafter referred to as “Tenant’s Property”), and

Tenant shall repair all damage resulting from such removal.

11. **MAINTENANCE OF PREMISES AND TENANT'S PROPERTY.** Tenant shall, throughout the Term of this Agreement, at its own cost, and without any expense to Landlord, keep and maintain the Premises and Tenant's Property, the communications tower, including all appurtenances, in good working order, and, except as specifically provided in this Agreement, restore and rehabilitate its improvements on the Premises that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. This requirement to maintain includes, but is not limited to, damage to the tower, snow removal, landscape maintenance, and utilities as required to effectively use the Premises.

12. **WASTE**: Tenant shall not commit or permit any waste of the Premises, nor any public or private nuisance on the Premises.

13. **INSURANCE**. Tenant shall, during the entire Term, keep in full force and effect, solely, at Tenant's cost and expense, a policy of commercial general liability insurance with respect to the Premises and the activities of Tenant thereon, for which the limits shall not be less than One Million and no/100 Dollars covering bodily injury, sickness or death and loss of or damage to Premises, naming Landlord as an additional insured and providing that it is the primary coverage for liability on the Premises. Such coverage shall include a broad form of general liability endorsement. The policy shall also be endorsed to provide that the additional insured party will be notified of the cancellation or non-renewal at least thirty days before the effective date of such cancellation or non-renewal except in the event of cancellation due to non-payment of premium then a ten (10) days' notice shall be given.

14. **INDEMNIFICATION**. Tenant shall indemnify, protect, defend and hold Landlord City and its officers, directors, members, city council, employees and agents (collectively, the "Indemnified Parties" or, individually, an "Indemnified Party") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character to persons or property occurring or allegedly occurring as a result of any acts or omissions of Tenant, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Agreement and/or in connection with Tenant's use of the Premises.

Likewise, Landlord shall be solely responsible for the installation and maintenance of its equipment on the tower and for the actions of all of its employees, agents, independent contractors, licensees, and invitees in connection with Landlord's use of the Premises.

15. **ASSIGNMENT**: Tenant shall not assign or sublet any portion of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without the consent of Landlord, shall be void and, at the option of Landlord, Landlord may terminate this Agreement. Notwithstanding anything to the contrary contained herein, Tenant may assign its entire interest under the Agreement or sublet the Premises or any portion thereof to a corporation, partnership, or other legal entity controlling, controlled by or under common control as Tenant, or to any successor to Tenant by purchase, merger, consolidation, reorganization, or sale of substantially all assets without the consent of Landlord.

16. **QUIET ENJOYMENT**: Landlord warrants that Tenant shall have possession and quiet enjoyment of the Premises for so long as Tenant is in compliance with the terms of this Agreement.

17. **HOLDING OVER**: If Tenant remains in possession after the termination date without the written consent of Landlord, Tenant shall be deemed to be a trespasser. If Tenant shall have paid, and Landlord shall have accepted, rent in respect to such holding over, Tenant shall be deemed to be occupying the Premises only as a Tenant from month-to-month subject to all the terms of this Agreement except for the rental charged, which during the hold over period shall be at a rate which is the same as the last rental rate.

18. **EFFECT OF SALE**: A sale of the Premises will operate to release Landlord from all obligations pursuant to this Agreement, except liabilities which arose prior to the closing of such sale, and Tenant shall transfer to Landlord's successor in interest such that Landlord's successor shall be bound by all of the terms and conditions contained herein. Provided that, prior to any such sale, Tenant shall have the first right of refusal to purchase the premises at the same price as any negotiated contract between Landlord and the Buyer. Upon the execution of such contract, Landlord shall give Tenant thirty days to provide notice in writing as to whether Tenant wishes to exercise such right, and in the event that Tenant wishes to exercise said right to purchase, the sale shall be completed within forty-five days.

19. **TERMINATION**: Upon termination of this Agreement, either party shall:

a. Give the other party no less than sixty days written notice of its intent to terminate the agreement.

b. deliver possession of the Premises to Landlord in good condition as at the commencement of this Agreement, ordinary wear and tear excepted.

c. Leave undisturbed all non-trade fixtures and improvements as they existed at the time of the execution of this lease agreement.

d. Remove from the Premises all trade fixtures and other property of Tenant. Tenant shall, at Tenant's expense, repair any damage to the Premises arising from the removal of such trade fixtures or other property.

e. Comply with any other requirements, covenants and conditions in this Agreement.

20. **MISCELLANEOUS**:

a. No term or condition of this Agreement shall be construed to have been waived by Landlord or Tenant, unless Tenant or Landlord shall have secured such waiver from the other party, as applicable.

b. Each person executing this Agreement on behalf of an entity represents and warrants that they have complete and full authority and capacity to act on behalf of that entity.

c. The invalidity or unenforceability of any term or condition of this Agreement shall not prejudice the enforceability of any other term or condition.

d. This Agreement shall not be amended or modified, except by a written instrument executed by both Landlord and Tenant.

e. Any notice, demand, request, or other instrument which may be or is required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid and shall be addressed as listed on the last page of this document.

f. Landlord and Tenant represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises. Each of them will indemnify the other against any claim for fees or commissions from anyone other than the Broker.

g. This Agreement shall be binding upon the successors in interest of the parties.

h. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

i. The foregoing constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Agreement on the day first set forth above.

LANDLORD: **City of Joplin**

By:_____

Its: City Manager

Name: Nicholas Edwards
Joplin City Hall
602 S Main St
Joplin MO 64801

Tenant: Jasper County 911-JASCO

By:_____

Its: Board of Directors, Chairperson

Name: Greg Dagnan
13870 Dispatch Ln
P.O. Box 801
Carthage, MO 64836

ATTACHMENTS

Exhibit A: Property Description

Exhibit B: Tenant Property Lease

Exhibit C: Joplin Equipment (Landlord)

Exhibit D: Jasper County Emergency Services Equipment (Tenant)

Exhibit E: Tower

COUNCIL BILL NO. 2025-004 ORDINANCE NO.

AN ORDINANCE approving a ground lease agreement with Jasper County Emergency Services Board (Jasper County 911-JASCO); allowing JASCO-911 to construct a communications tower on the premises; establishing terms for the use of a communications tower by both Parties; and determining a date for the ordinance to become effective.

WHEREAS, the Jasper County Emergency Services Board, also known as Jasper County 911-JASCO, wishes to enter into a ground lease agreement with the City of Joplin, Missouri, for the benefit of the citizens of the district, specifically in order to provide for leasing of a site for the construction of a new communications tower (a copy of said Ground Lease Agreement is attached hereto and incorporated by reference as Exhibit "A"); and

WHEREAS, the City of Joplin shall provide the premises and JASCO 911 shall construct the tower; and upon completion, both parties shall partake in use and benefit of the communications tower; and

WHEREAS, the current communications tower used by City of Joplin is no longer serviceable and its functionality continues to degrade; and

WHEREAS, emergency communications provide an essential service for the safety and well-being of the community; and

WHEREAS, upon proper consideration the City of Joplin, Missouri, believes that use of this premises for emergency services is in the best interests of the City of Joplin.

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

Section 1. The City of Joplin, Missouri, hereby declares its intent to execute the Ground Lease Agreement with JASCO-911.

Section 2. The City Manager is hereby authorized and directed to sign all documents necessary or expedient for the City of Joplin, Missouri, to enter said Agreement, and to be bound together with other members thereby.

Section 3. The City of Joplin, Missouri, staff are hereby authorized and directed to provide such assistance as may be necessary to carry out the intent of this ordinance.

Section 4. This ordinance shall be effective on July 22, 2025.

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-122 – Construction Agreement for Microsurfacing 2025

MEETING DATE
July 7, 2025

ORIGINATING DEPT
Public Works – Engineering

ATTACHMENTS
CB 2025-122 Ordinance, Bid Tabulation, Construction Agreement, Location Map

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

SUMMARY
This Council Bill approves a construction agreement with Microsurfacing Contractors LLC in the amount of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) for the Microsurfacing 2025 project.

BACKGROUND
As a part of the annual street maintenance program, the City provides preventative maintenance on asphalt streets on a seven-year cycle. The Street Slurry Seal projects have been a major part of this seven-year preventive maintenance program since 1982. In 2004, staff chose to use Microsurfacing over the Type II Slurry Seal used in the past. Microsurfacing sets up more quickly and is more durable, allowing roads to be opened to the public in a shorter time frame.

City staff prepared bid documents for the project. Staff followed the City's procurement policy for advertising of said project. Bids were opened on June 30, 2025. Microsurfacing Contractors LLC was the low bidder, and the bid was below the Engineer's estimate. Construction inspection services will be provided by city staff.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Transportation Sales Tax Fund.

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

BID TABULATION

PROJECT: Microsurfacing 2025

DATE OF BID OPENING: June 30, 2025

CONTRACTOR	BID
Vance Brothers, Inc.	$1,232,042.83
Microsurfacing Contractors LLC	$1,213,154.04
Engineer's Estimate	$1,279,439.50

AGREEMENT
BETWEEN
CITY OF JOPLIN AND MICROSURCAING CONTRACTORS LLC

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Microsurfacing Contractors LLC Address: 13940 St. Charles Rock Rd. Bridgeton, MO 63044	
Attention: Dakota Rusk		Attention: Caitlin Kalicak	
Department: Engineering		Phone: (314) 866-4348	Fax:
Phone: 417.624.0820 ext: 1598	Fax: 417.624.4620	Project: Microsurfacing 2025	

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:

Microsurfacing 2025

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 by September 30, 2025, with a notice to proceed that shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract

Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

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

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

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

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) 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 $1000 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)

e. Special Conditions & Provisions
f. 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. 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 Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on

the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

CONTRACTOR'S BOND NO.

FOR CITY CONTRACTS
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

Microsurfacing Contractors LLC

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

(Microsurfacing 2025)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.
PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

Microsurfacing Contractors LLC

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

(Microsurfacing 2025)

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

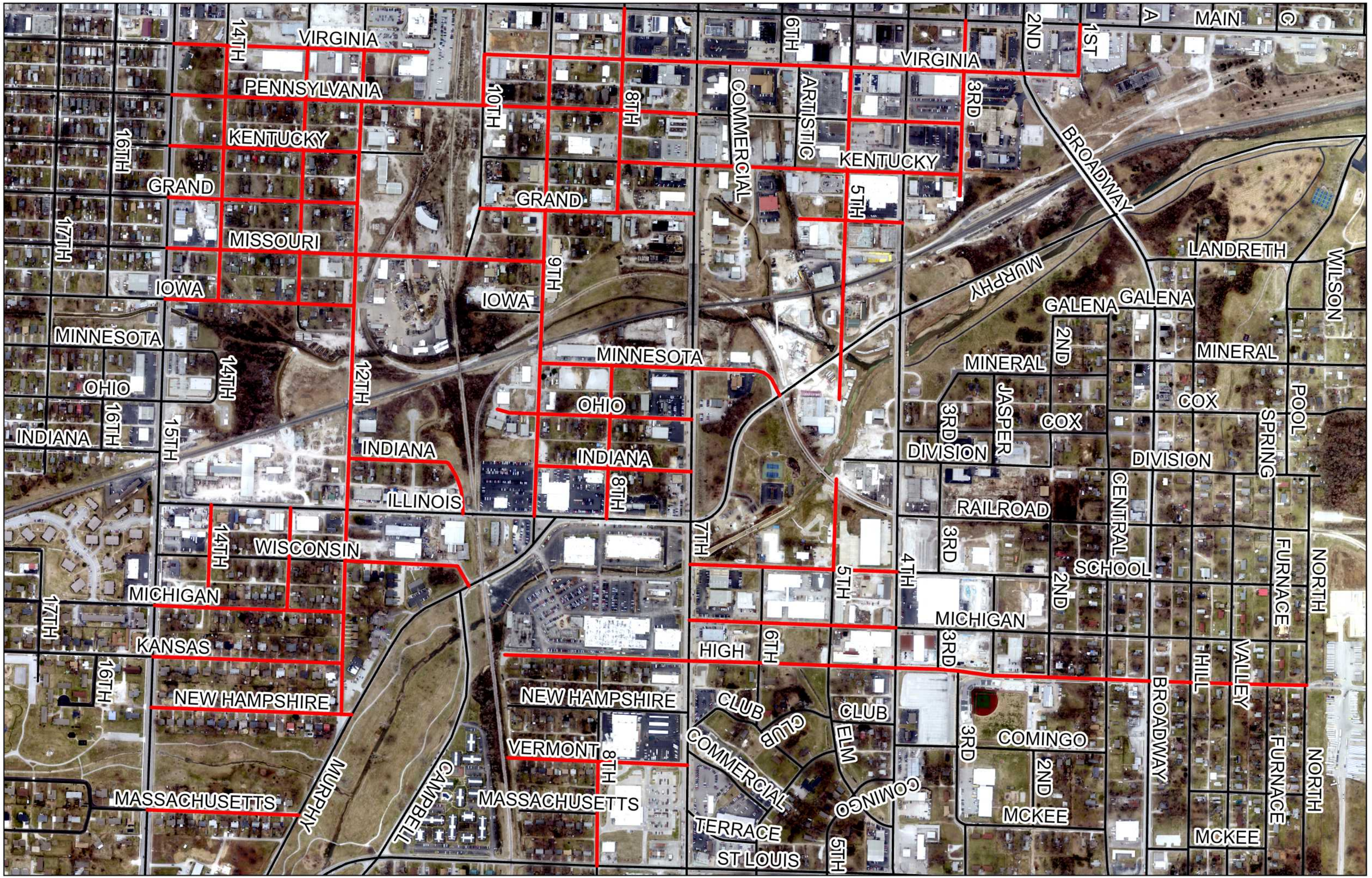
_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.


LOGAN
JAMES
LUCAS
KENT
PRAIRIE FLOWER
SWEDE
FOUNTAIN
EMPORER
SPRUCE
MOUNT HOPE
EAGLEWOOD
SIONNI
MANGROVE
KENTUCKY
ECHO VALLEY
MARION
EASTER
MAIN
ELK
WHITNEY
NATALIE
SADIE
ANDREA
MO43
MISSOURI
IOWA
MINNESOTA
ZORA
HICKORY
MICHIGAN
ST LOUIS
ST CHARLES
PARK
HIGHLAND
KATIE
YUMA
XENIA
OHIO
INDIANA
ILLINOIS
WINDSOR
SOUTH
VANDALIA
UTICA
GARDEN
TRENTON


VIRGINIA
PENNSYLVANIA
KENTUCKY
GRAND
MISSOURI
IOWA
MINNESOTA
OHIO
INDIANA
ILLINOIS
WISCONSIN
MICHIGAN
KANSAS
NEW HAMPSHIRE
VERMONT
MASSACHUSETTS
14TH
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A
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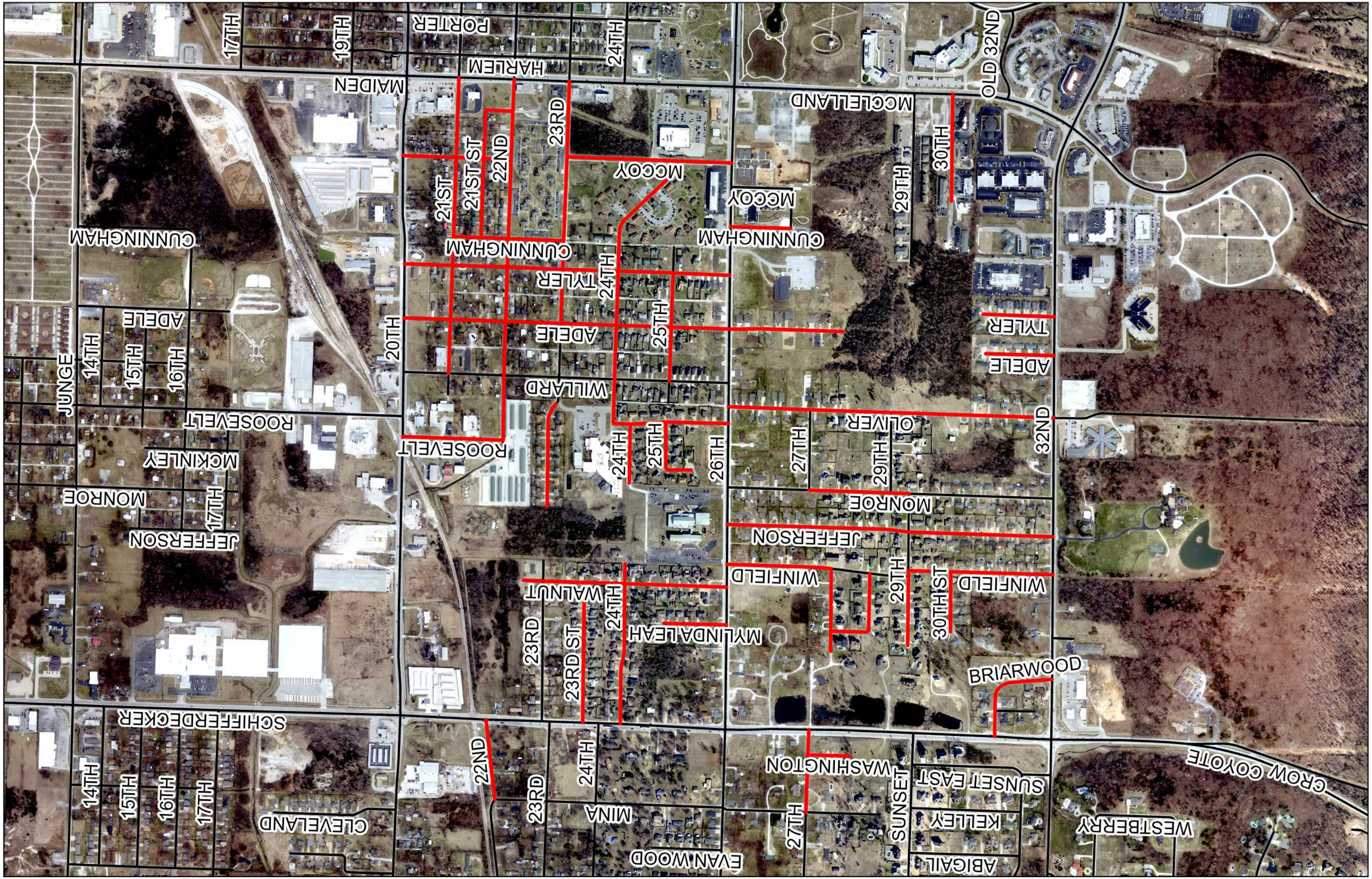
BROADWAY
MURPHY
CAMPBELL
LANDRETH
WILSON
GALENA
MINERAL
COX
DIVISION
RAILROAD
CENTRAL
SCHOOL
SPRING
FURNACE
NORTH
HIGH
HILL
VALLEY
CLUB
ELM
COMINGO
TERRACE
ST LOUIS
MCKEE
JASPER


17TH
19TH
PORTER
HARLEM
24TH
MAIDEN
MCCLELLAND
OLD 32ND
23RD
22ND
21ST ST
21ST
MCCOY
30TH
29TH
CUNNINGHAM
TYLER
24TH
ADELE
20TH
25TH
WILLARD
JUNGE
14TH
15TH
16TH
ROOSEVELT
MCKINLEY
MONROE
17TH
JEFFERSON
26TH
27TH
OLIVER
32ND
WINFIELD
30TH ST
MYLINDA LEAH
WALNUT
23RD ST
BRIARWOOD
SCHIFFERDECKER
CLEVELAND
22ND
23RD
MINA
EVAN WOOD
WASHINGTON
SUNSET
SUNSET EAST
KELLEY
ABIGAIL
CROW COYOTE
WESTBERRY


TRISTATE
TRI STATE
TRI STATE
VALVE
BELLE CENTER
JUNGE
CLEVELAND
CLEVELAND
17TH
16TH
15TH
14TH
CLEVELAND
ADAMS
MINA
B
F
7TH
GOLF
POOL
1ST
WASHINGTON
SCHIFFERDECKER
6TH
3RD
A
OAK
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MAPLE
D
WALNUT
WALNUT
9TH
Walmart
WINFIELD
JEFFERSON
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17TH
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6TH
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MCKINLEY
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PERKINS
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9TH
8TH
ROOSEVELT
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CUNNINGHAM
CUNNINGHAM

COUNCIL BILL NO. 2025-122 ORDINANCE NO

AN ORDINANCE approving a construction agreement with Microsurfacing Contractors LLC in the amount of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) for the Microsurfacing 2025 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the construction agreement between the City of Joplin and Microsurfacing Contractors LLC in the amount of One Million Two Hundred Thirteen Thousand One Hundred Fifty-Four and 04/100 dollars ($1,213,154.04) for the Microsurfacing 2025 project, a true and accurate copy of said agreement being attached hereto; be the same and is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Transportation Sales Tax, appropriations having been approved in the 2024-2025 city budget.

Section 4. That this Council Bill shall have an effective date of July 22, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-122

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

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

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

MEETING DATE
July 7, 2025

ORIGINATING DEPT
Public Works - Engineering

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

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

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

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

FUNDING SOURCE
Sewer Permits will be paid by the Developer.

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

AGREEMENT FOR OUT-OF-TOWN SEWER SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Annexation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

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

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

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

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

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

GRANTEE

Grizzly Contracting & Supply Co. LLC

_____
Representative/OWNER

GRANTOR

CITY OF JOPLIN, MISSOURI

_____
Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

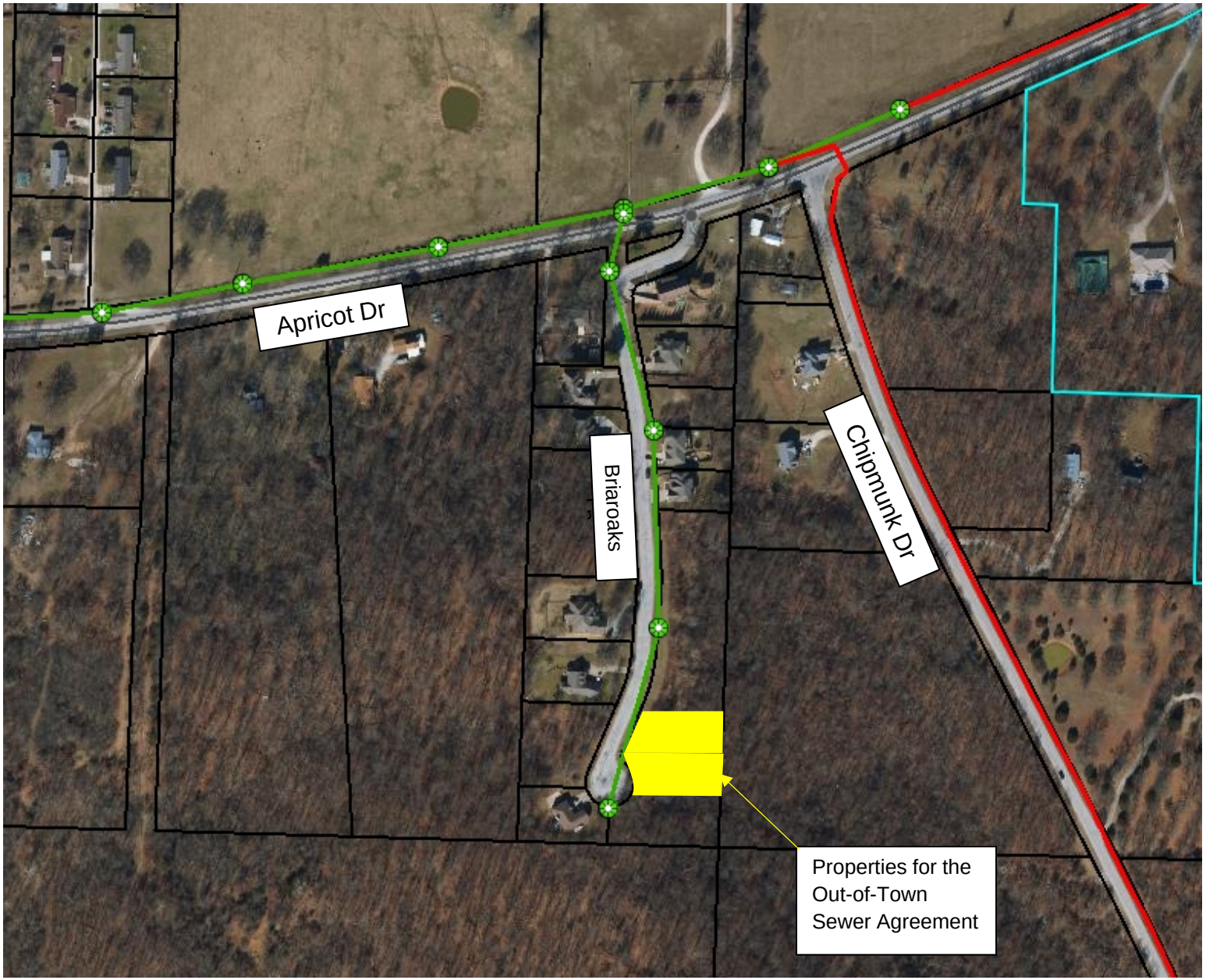
STATE OF MISSOURI)
) ss.
COUNTY OF _____)

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

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

_____
Notary Public

My Commission Expires:



CB 2025-1 26 EXHIBIT MAP

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

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

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

Section 1. That the said agreement by and between the City of Joplin and Grizzly Contracting & Supply Co. LLC to provide sanitary sewer service to a property located adjacent to Briaroaks Lane in Newton County, Missouri, a true and accurate copy of said agreement being attached hereto; be and the same is hereby approved.

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

Section 3. That this Council Bill shall have an effective date of July 22, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-272 – Rezoning

MEETING DATE:
July 7, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 019-25: 2602 S Wall Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Turtle Turtle, LLC

BACKGROUND:

The property was destroyed after the tornado. The previous owners rebuilt and had a special use permit to operate after the tornado, and it has been a daycare ever since. The new owners purchased the property, and did not realize that the use was not permitted by right. Special use permits do not transfer with ownership, so rezoning creates permanent conditions to allow the use.

After the tornado, the City included commercial development planning into the 2012 Comprehensive Plan and established the W 26th St Corridor.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Randall Kraft stated that the property has been a daycare facility for 20 years, and that with the change of ownership, they are requesting a rezoning.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-272
Planning & Zoning Commission recommends approving Case 019-25 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 019-25: Rezoning

Mr. Kimble asked the applicant to step forward and state their name and address for the record.

Randall Kraft of 2701 S Bird Ave, Joplin, Missouri, stated that the request to rezone is due to the property being a daycare facility for 20 years and recently there had been a change in ownership, and with the change in ownership they are wanting to have the property correctly zoned.

MR. LANDIS MADE A MOTION TO APPROVE CASE 019-25. THIS CASE WAS SECONDED BY DR. ROSENBERG. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 019-25 A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial)

LOCATION 2602 S Wall Ave

APPLICANT Turtle Turtle, LLC

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Day Care	Approximately 0.25 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1 PD	R-1	R-1	R-3 PD
Land Use	Restaurant – Quick Serve	Vacant	Single-Family Home	Vacant/Apartments

FUTURE LAND USE

The property is identified as part of the Multi-Use Residential-Commercial-Office 26th Street Corridor in the 2012 Comprehensive Plan.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
W 26th St	Arterial	100′
S Wall Ave	Local	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Plan identifies this corridor as Multi-Use Residential-Commercial-Office, which allows for Low to High Density Residential, Retail-Commercial, and Office/Institutional Uses.

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

W 26th Street is identified as a commercial corridor/arterial street. The highest and best use for this property is C-1 (Neighborhood Commercial).

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The requested change in zoning will not detrimentally affect nearby properties. There is plenty of parking and a drive lane to support the use, and the structure has a residential exterior appearance.

DISCUSSION

The property was destroyed after the tornado. The previous owners rebuilt and had a special use permit to operate after the tornado, and it has been a daycare ever since. The new owners purchased the property, and did not realize that the use was not permitted by right. Special use permits do not transfer with ownership, so rezoning creates permanent conditions to allow the use.

After the tornado, the City included commercial development planning into the 2012 Comprehensive Plan and established the W 26th St Corridor.

Staff recommends approval of Case 019-25.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 019-25
Filing Fee: $600.00
Received: 4/11/25
Date Advertised:
Proj. No.: 25-035
Public Hearing Date: 6/4/25

Applicant: Miracles Daycare Phone No.: 417-624-6565
Address: 2602 S. Wall Joplin, MO 64804 Email: rkraft@Kraftins.com
Owner: Turtle Turtle, LLC Phone No.: 417-624-6565
Address: 2701 Bird Ave. Joplin, MO 64804 Email: rkraft@Kraftins.com
Location of Property: 2602 S. Wall Ave. Joplin, MO 64804
Present Use of Property: Daycare
Proposed Use of Property: Daycare
Current Zoning: R1 Requested Zoning: C1

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Gringo's Resterant	C-1-PD
South	Residential	R-1 & R3
East	Vacant	R-1
West	Vacant	R-3

Character of the Neighborhood: Commercial corridor - 26th

Relationship to Existing Zoning Pattern:

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

If yes, explain: Daycare facility Required Commercial zoning

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: 26th & Wall Streets

Classification of Street(s):

Arterial ☒ Collector ☐ Local ☐

Right-of-Way Width: Standard

Subdivision Platting:

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

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

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

Has been daycare for 20+ years - under new ownership - getting zoning corrected

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

Yes	No	
☑	☐	Completed and signed application. ✓
☑	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible. attached
☑	☐	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. Attached
☐ N/A	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

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

Signature: Ronald Kraft **Date:** 4-11-25

KRAFT
INSURANCE
SERVICES
WILSON-TURNER-GAVIN, INC
Providing Personal & Business Insurance Since 1925

PO Box 2667 (2701 Bird Ave.) Joplin, MO 64803
Ph: 417.624.6565 Fax: 417.624.0561 Email: rkraft@kraftins.com

April 11, 2025

RE: Rezoning of 2602 S Wall St- Miracles Daycare owned by Turtle Turtle, LLC

To whom it may concern,
Please let this letter serve as the statement describing the rezoning for the rezoning of the above listed property.

Property has been a daycare in Joplin for over 20 years, had been improperly zoned as R1 with series of inefficient and wasteful zoning variances. There is no expected impact in the rezoning in relation to what has been operated there in the past nor are there any changes in traffic conditions, fire hazards to the area. It is my understanding that this zoning change fits within the City of Joplin's long term plan objectives.

Please feel free to contact me if you need any additional information on this matter.

Thank You,

Randal Kraft, LUTCF/FSS
Kraft Insurance Services
Member of Turtle Turtle, LLC

Case 019-25: Rezoning



2602 S Wall Ave – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Turtle Turtle, LLC

0 50 100 200 300 400
Feet

P & Z Case 019-25
Turtle Turtle, LLC
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-270 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 2602 S Wall Ave, Joplin, Jasper County, Missouri.

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

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

All of Lots 280 and 281 in Lukes Southern Addition to the city of Joplin, Jasper County, Missouri, according to the recorded plat thereof. (2602 S Wall).

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2025-273 – Rezoning

MEETING DATE:
July 7, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

FUNDING SOURCE:

Not applicable for this item.

SUMMARY REQUEST:

Case 020-25: 4106 E Zora St – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Toro Construction

BACKGROUND:

The owners of the property seek to remodel the house for an office use, to service their construction company. Any area where the applicant keeps a trailer or company vehicles will be parked on dust-free, all-weather surfaces. The applicant plans on adding/improving the parking area to accommodate this, and ADA compliant parking. They do not plan on utilizing the property for outdoor storage, and any Non-Residential Outdoor Storage will be required to comply with Article 4, Section 3, F.

C-1 districts do not generally permit uses that generate large amounts of traffic or are highly intensive. Given the surrounding character of development North of Zora, this use is considered compatible.

The applicant held a community meeting with residents in the neighborhood on April 28, 2025. There was no protest or opposition at this meeting.

PLANNING & ZONING COMMISSION TESTIMONY:

Christian Hamlin stated the request to rezone is so they can remodel the current property to be used as office space for their company.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-273
Planning & Zoning Commission recommends approving Case 020-25 (7 in Favor, 0 Opposed, 0 Absent)

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

CASE 020-25: REZONING

Mr. Kimble asked the applicant to step forward and state their name and address for the record.

Christian Hamlin of 4106 E Zora, Joplin, Missouri, stated that the request to rezone is so he can remodel the current property to be used as an office space for his company.

Mr. Kimble asked the commission if there were any questions for the applicant.

Mr. Landis asked Mr. Hamlin what the future intended use of the property will be.

Mr. Hamlin stated that the property will be used as an office space for his company.

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

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

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 020-25. THIS MOTION WAS SECONDED BY MR. LANDIS. MOTION CARRIED. (7 IN FAVOR, 0 IN OPPOSITION)

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 020-25 A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial)

LOCATION 4106 E Zora St

APPLICANT Toro Construction

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Single-Family Home	Approximately 3.6 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	Webb City	R-1	R-1	R-1
Land Use	Gas Station/Self-Storage Units	Single-Family Home	Single-Family Home	Single-Family Home

FUTURE LAND USE

The property is identified as Low-Density Residential on the future land use map.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E Zora St	Collector	50′
N Duquesne Rd	Arterial	80′/100′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

The south half of the property is within the flood plain. The portion of the site being used will not be located within the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map identifies the property as Low-Density Residential. City staff consider the surrounding pattern of development, and the existing infrastructure when making their recommendations.

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

With the addition of the roundabout on a high-trafficked intersection (Arterial and Collector streets), and with the commercial development outside of City limits, the highest and best use for this property is C-1 (Neighborhood Commercial).

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The requested zoning change will not detrimentally affect nearby property. The property is large enough and covered in dense vegetation that will provide screening for the adjacent residential properties. C-1 is intended to integrate with neighboring residential properties, and restricts uses to small to moderate retail, offices, and restaurants. Gas stations, large retail uses, and drive-drive-through restaurants are not permitted by right in C-1.

DISCUSSION

The owners of the property seek to remodel the house for an office use, to service their construction company. Any area where the applicant keeps a trailer or company vehicles will be parked on dust-free, all-weather surfaces. The applicant plans on adding/improving the parking area to accommodate this, and ADA compliant parking. They do not plan on utilizing the property for outdoor storage, and any Non-Residential Outdoor Storage will be required to comply with Article 4, Section 3, F.

C-1 districts do not generally permit uses that generate large amounts of traffic or are highly intensive. Given the surrounding character of development North of Zora, this use is considered compatible.

The applicant held a community meeting with residents in the neighborhood on April 28, 2025. There was no protest or opposition at this meeting.

Staff recommends approval of Case 020-25.

ENCLOSURES

- Map of property
- Application

Rezoning Application

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

Office Use Only
Case No.: 020-25
Filing Fee: $600.00
Received: 5/1/25
Date Advertised:
Proj. No.: 25-037
Public Hearing Date: 6/9/25

Applicant: Christian Hamlin Phone No.: 417-850-0880
Address: 24 Cumbrian Dr, Bella Vista, AR Email: toroconstructionar@gmail.com
Owner: Toro Construction Phone No.:
Address: 4106 E Zora St. Email:
Location of Property: 4106 E Zora St.
Present Use of Property: Single-Family Residential
Proposed Use of Property: Office
Current Zoning: R-1 Requested Zoning: C-1

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Webb City - Commercial	Webb
South	Single-Family Residential	R-1
East	Single-Family Residential	R-1
West	Single-Family Residential	R-1

Character of the Neighborhood: Commercial + Low-Density Residential

Relationship to Existing Zoning Pattern:

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

If yes, explain: We plan to use the property as an office for our business.

Conformance with Comprehensive Plan:

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

Traffic Conditions:

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

Street(s) with Access to Property: E Zoca & N Duquesne

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Staff will complete

Right-of-Way Width: _____

Subdivision Platting:

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

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

Additional Platting Comments: NA

Unique Characteristic of Property and/or Additional Comment:

For business office use

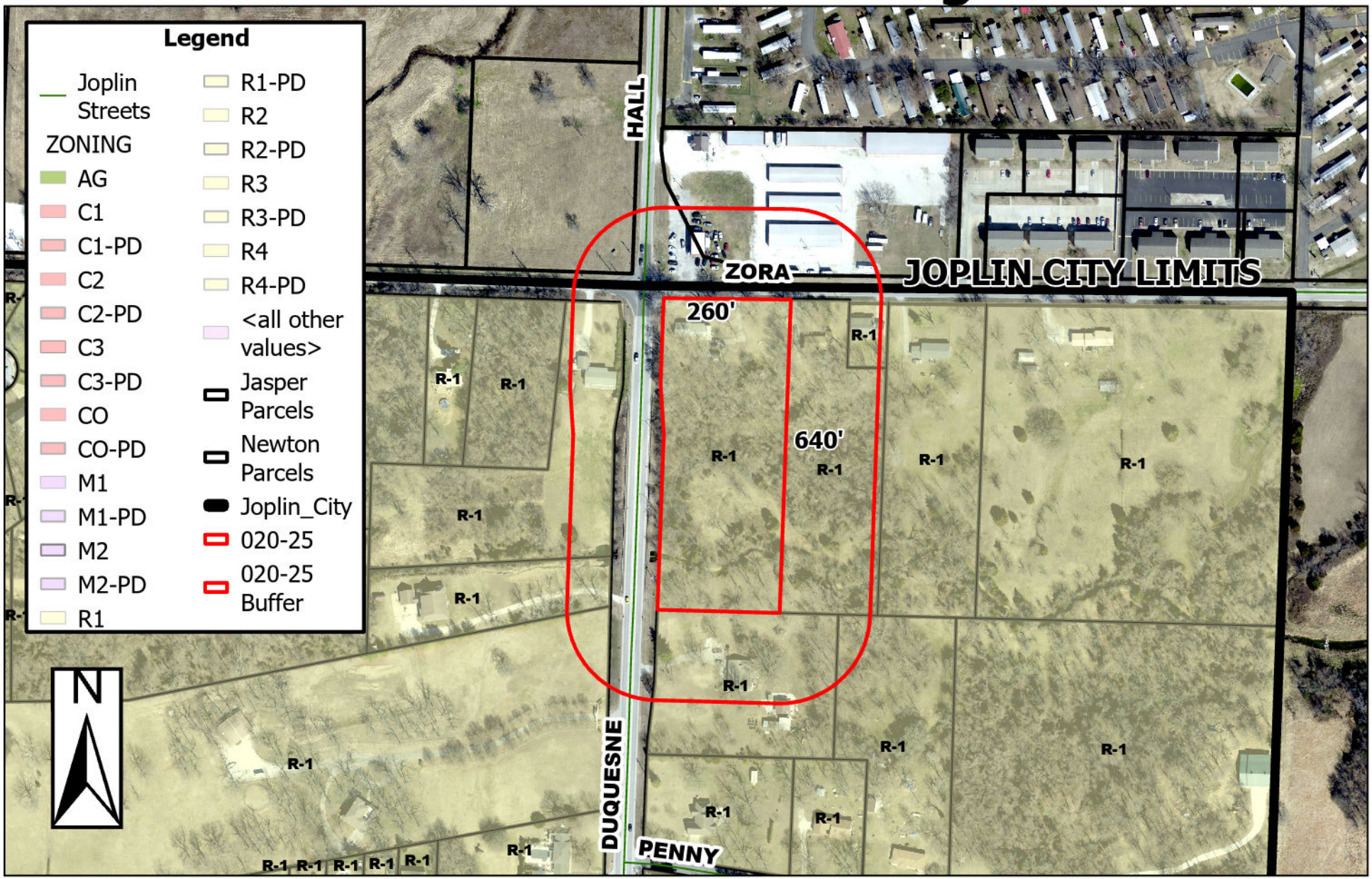
Submission of Documents: The following documents are **required** at time of submission.

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

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

Signature: _____ **Date:** 4-28-25

Case 020-25: Rezoning



4106 E Zora St – Rezoning – A request to rezone from District R-1 (Single-Family Residential) to District C-1 (Neighborhood Commercial) – Toro Construction

0 100 200 400 600 800 Feet

P & Z Case 020-25
Toro Construction
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-273 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-1 (Single-Family Residential) and include in District C-1 (Neighborhood Commercial) property as described below and generally known as 4106 E Zora Street, Joplin, Jasper County, Missouri.

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

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

A tract of land in the West One-half (W½) of the Northwest Quarter (NW¼) of Section 32, Township 28, Range 32, Jasper County, Missouri, and further described as follows: Beginning at the Northwest corner of said Section 32; thence East along the North line of said Section 32, a distance of 300 feet; thence South a distance of 660 feet; thence West a distance of 300 feet; thence North along the West line of said Section 32, a distance of 660 feet to the point of beginning, also known as Lot Numbered Nine (9) in Friendly Acres in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, Except any part taken or deeded for road. Subject to easements, restrictions, reservations, and covenants of record, if any.

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

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

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-614: AN ORDINANCE approving a Purchase Order to be issued to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software and related systems; and containing an effective date.

MEETING DATE
July 7, 2025

ORIGINATING DEPT
Information Technology

ATTACHMENTS
CB2025-614 Ordinance

REVIEWED BY
Dept. Head: Mark Morris; City Attorney: Peter Edwards; Finance Director: Leslie Haase; City Manager: Nick Edwards

SUMMARY
This Council Bill authorizes the City to renew an agreement with Microsoft for the annual payment of our Enterprise Software and various Microsoft Specific software licensing and approves issuance of a purchase order for same. This payment represents year 3 of 3 payments and is identical to last year. ($225,392.14)

BACKGROUND
The licensed base of computers for the City of Joplin is now 550 units. The Agreement covers the entire desktop professional platform for each computer. This is the Windows Operating System, Microsoft Office 365, and Core Client Access License (also known as CAL). Annually, the City of Joplin and Microsoft will participate in a "true up" process to determine the number of licenses to be covered and renewed. The number of seats/licenses has remained the same as last year.

FUNDING SOURCE
Currently, this item is a budgeted expense in the IT Dept Software Acct #001-2501-500-21.10

RECOMMENDATION
Staff recommends adoption of this Council Bill on 1st reading with an effective date of 8/1/2025

Pricing Proposal
Quotation #: 26197713
Reference #: EA - 83364742 - Year 3 Anniversary
Created On: 5/15/2025
Valid Until: 5/30/2025

MO-City of Joplin

Mark Morris
MO
United States
Phone: 417-624-0820 x247
Fax:
Email:

Microsoft Inside Account Manager

Vivien Cruz
290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-868-5926
Fax:
Email: vivien_cruz@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Azure prepayment Microsoft - Part#: 6QK-00001 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	1	$1,224.00	$1,224.00
2	System Center Standard Core ALng SA 2L Microsoft - Part#: 9EN-00198 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	8	$18.12	$144.96
3	Office Professional Plus ALng SA Microsoft - Part#: 269-05704 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	35	$105.02	$3,675.70
4	Visio Standard ALng SA Microsoft - Part#: D86-01253 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	90	$56.92	$5,122.80
5	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	144	$19.46	$2,802.24
6	System Center DC Core ALng SA 2L Microsoft - Part#: 9EP-00208 Contract Name: PC Prime Vendor Services Contract #: CT220337001	8	$49.45	$395.60

	Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910			
7	Teams AC with Dial Out US/CA Sub Add-on Microsoft - Part#: NYG-00001 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	539	$0.00	$0.00
8	M365 F3 FUSL Sub Per User Microsoft - Part#: JFX-00003 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	1	$83.60	$83.60
9	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	2	$649.70	$1,299.40
10	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	16	$126.81	$2,028.96
11	M365 E3 Unified Sub Per User Microsoft - Part#: AAD-33204 Contract Name: PC Prime Vendor Services Contract #: CT220337001 Coverage Term: 8/1/2025 – 7/31/2026 **Note:** Year 3 of 3, Previous PO 433910	538	$387.76	$208,614.88
			Total	$225,392.14

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

COUNCIL BILL NO. 2025-614 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to SHI/Microsoft Corporation to cover the annual support payment for the Public Safety and Financial software, as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025, was budgeted and approved for by Council during the budget process and finalized by Council Bill 2024-514 on October 21, 2024.

WHEREAS, in the FY2024-2025 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to SHI/Microsoft Corporation for the amount of Two Hundred Twenty-Five Thousand, Three Hundred Ninety-two Dollars, Fourteen Cents ($225,392.14), covering the annual fee for the Enterprise software licensing for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2024-2025 budgeted appropriations as adopted by Council Bill 2024-514 and reflected an appropriation in the total amount of Two Hundred Twenty-Five Thousand, Three Hundred Ninety-two Dollars, Fourteen Cents ($225,392.14) for payment.

Section 3. That this Council Bill shall have an effective date of August 01, 2025

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

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-528 – Approval of a Real Estate Contract

MEETING DATE
July 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-528 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of 911 Pennsylvania Avenue; Bid Tabulation

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

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at 911 Pennsylvania Avenue.

BACKGROUND
The City offered several pieces of surplus property for sale with a bid opening of July 7, 2025. This particular piece of property has been offered for sale following the City's policy five previous times as follows without receiving any successful responses:

- January 2022, October 2022, January 2023, April 2025 and May 2025

In accordance with the City's land policy, the properties were listed with a minimum bid price based on the appraisal and number of times offered for sale. The City advertises land sales in the Joplin Globe, on our website and posts a "for sale" sign on the property. Bids are received by sealed bid process and opened publicly on the advertised date.

The City received one bid for 911 Pennsylvania Avenue, which had a minimum bid price of $2,218.00. Legacy Built Properties, LLC. submitted the best and only bid with a sales price of $2,500.00. The property is currently zoned R-3 and contains approximately 6,160 square feet of land.

The City will complete the sale of this parcel on or before October 7, 2025.

FUNDING SOURCE
This item is not applicable for this council bill.

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

COUNCIL BILL NO. 2025-528 ORDINANCE NO.

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Legacy Built Properties LLC., for the sale of one parcel located at 911 Pennsylvania Avenue, totaling approximately 6,160 square feet of land; and authorizing the City Manager 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, MISSOURI, as follows:

Section 1. That the Real Estate Contract, in the amount of Two Thousand Five Hundred Dollars and No Cents ($2,500.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Legacy Built Properties LLC. for the sale of one parcel located at 911 Pennsylvania Avenue, totaling approximately 6,160 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All that tract of land described as follows: beginning at a point on the east line of Pennsylvania Avenue 142 feet south of 9th Street and 510 feet east of the west line of the northwest quarter of the northwest quarter of Section 11, Township 27, Range 33 in the City of Joplin, thence south 44 feet more or less to the northwest corner of miscellaneous tract number 18 in said Section 11, then east 140 feet, thence north 44 feet more or less to a point due east of said point of beginning, thence west 140 feet to the point of beginning, being a part of miscellaneous tract numbered seventeen in Section 11, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri. Zoned R3."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. This Ordinance relating to the sale of property is declared by the City Council to be an emergency within this meaning of Section 2.12, subparagraph (1), of the Home Rule Charter of the City of Joplin, Missouri, and as such shall become effective immediately upon its passage.

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2025, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Legacy Built Properties, LLC, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at 911 Pennsylvania Ave, the real estate described as follows:

"ALL THAT TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF PENNSYLVANIA AVENUE 142 FEET SOUTH OF 9TH STREET AND 510 FEET EAST OF THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 27, RANGE 33 IN THE CITY OF JOPLIN, THENCE SOUTH 44 FEET MORE OR LESS TO THE NORTHWEST CORNER OF MISCELLANEOUS TRACT NUMBER 18 IN SAID SECTION 11, THEN EAST 140 FEET, THENCE NORTH 44 FEET MORE OR LESS TO A POINT DUE EAST OF SAID POINT OF BEGINNING, THENCE WEST 140 FEET TO THE POINT OF BEGINNING, BEING A PART OF MISCELLANEOUS TRACT NUMBERED SEVENTEEN IN SECTION 11, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Two Thousand Five Hundred Dollars ($2,500.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of

improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that CB Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at CB Title on or before October 7, 2025, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to

the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

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

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

Legacy Built Properties, LLC

By: _____

Joshua Bard, Manager
"BUYER"

By: _____

Tina Bard, Manager

"BUYER"

CITY OF JOPLIN
L2025-50
Land Sale Bid Form

The City will accept sealed bids on the following parcel until 2:00 pm, Monday, July 7, 2025, at the Finance Department located at 602 S Main St, 3rd Floor, Joplin, Missouri, 64801. Any bids received after the specified deadline will be returned to the vendor.

911 Pennsylvania Avenue $2,500

Minimum Bid Price is $2,218.00

MARK BID ENVELOPES: "BID L2025-50 LAND SALE 911 Pennsylvania Avenue"

The City sells property by Quit Claim Deed. If the buyer wishes to close at a title company, the buyer assumes all closing costs and the closing will be held at CB Title Company. Questions concerning the specifications and bidding procedures should be directed to Ethan McAfee, Accountant I at 602 South Main Street, Joplin, MO, 64801 or by phoning 417-624-0820 ext. 1239.

Bidder Name: Legacy Built Properties LLC (Joshua Baird Manager)

Bidder Address: 2702 E 11th St.

Bidder Address: Joplin MO 64801

Bidder Telephone Number: 417-483-0033

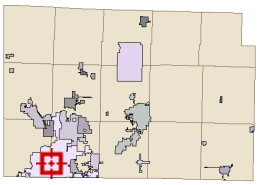
Bidder Email Address: legacybuiltpropertiesllc@gmail.com

CB Title Closing

Beacon™ Jasper County, MO



Overview



Legend

- County Boundary
- Parcels
- Local Roads
- Mine Waste Repositories (Feb 2025)

Parcel ID	19101120017006000	**Alternate ID**	35-017240-0000	**Owner Address**	CITY OF JOPLIN
Sec/Twp/Rng	11-27-33	**Class**	E		602 S MAIN
Property Address	911 S PENNSYLVANIA	**Acreage**	0.1414		JOPLIN, MO 64801
District	116				
Brief Tax Description	JOP MISC S 44' LOT 17				
	(Note: Not to be used on legal documents)				

Any split parcels recorded after the middle of May will not display until the next tax year.

Date created: 7/14/2025
Last Data Uploaded: 7/14/2025 1:37:51 AM

Developed by SCHNEIDER GEOSPATIAL

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-129 Authorizing the approval of the 2025 Public Transportation Agency Safety Plan (PTASP) Safety Targets.

MEETING DATE
July 21, 2025

ORIGINATING DEPARTMENT
Public Works - Transit

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

ATTACHMENTS
Council Bill No. 2025-129; Public Transportation Safety Action Plan; 2025 PTASP Safety Targets (Exhibit A).

SUMMARY
Approval of an Ordinance authorizing the acceptance of the 2025 Public Transportation Agency Safety Plan annual safety targets. Approval of the annual PTASP safety targets are required by the Federal Transit Administration (FTA) regulations set in 49 CFR Part 673 of the federal guidelines.

BACKGROUND
PTASP regulation implements a risk-based Safety Management System approach and requires recipients or sub recipients of financial assistance under FTA's Urbanized Area Formula Program, (49 U.S.C. Section 5307)(1) to establish and certify that they have an Agency Safety Plan in place that meets statutory requirements. FTA's National Safety Plan establishes safety performance measures that can be applied to all modes of public transit under FTA's safety jurisdiction. The National Safety Plan identifies 14 safety performance measures for all agencies subject to the PTASP regulation. PTASP regulations require the establishment of annual safety targets for the following categories: Major Events, Collisions, Fatalities, Injuries, Assaults, System Failures, and System Reliability.

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

COUNCIL BILL NO 2025 -129 **ORDINANCE NO**.

AN ORDINANCE authorizing the approval of the 2025 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the City of Joplin, Missouri, shall approve the proposed 2025 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the CITY of Joplin, MO, Metro Area Public Transit System (MAPS) and the Sunshine Lamp Trolley as detailed in (exhibit A).

Section 2. That the City of Joplin, Missouri understands the Public Transportation Agency Safety Plan (PTASP). Safety Targets are updated and approved on an annual basis.

Section 3. That this Council Bill shall have an effective date of August 5th, 2025.

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

_____

ATTEST: Keenan T, Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

MAPS TRANSIT & SUNSHINE LAMP TROLLEY

JOPLIN
MISSOURI

PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Prepared: May 28, 2025
Approved:
Certified:

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1. Introduction

The following Public Transportation Agency Safety Plan (PTASP) details the safety processes and procedures for the City of Joplin Mo., Metro Area Public Transit System (MAPS) & Sunshine Lamp Trolley. This plan utilizes existing agency safety practices and best practices to be implemented to meet the new regulation set in 49 CFR Part 673 of the federal guidelines.

The PTASP includes formal documentation to guide the agency in proactive safety management policy, safety risk management, safety assurance, and safety promotion. The goal is to provide management and labor with a comprehensive and collaborative approach to managing safety. The plan includes the process and schedule for an annual review of the plan to review the safety performance measures and update processes that may be needed to improve the organization's safety practices.

Agency Background

The City of Joplin began operating a demand response transit system known as the Metro Area Public Transit System or (MAPS) in 1997. During the first year of service, MAPS provided 58,630 rides to residents within the Joplin Area Transportation Study Organization area. Demand for our service has increased dramatically over the years. We provided 67,735 rides in 2006 and in response, added the Sunshine Lamp Trolley in late 2007. The Sunshine Lamp Trolley is a system of three fixed route buses. Riders can catch the trolley at a designated trolley stop. ADA Complementary Para Transit service is available to qualifying participates for deviations within ¾ mile of the trolley route.

The Sunshine Lamp Trolley service is provided weekdays from 6:00 a.m. to 6:00 p.m. Demand response service is provided weekdays from 6:00 a.m. to 5:30 p.m. There is no service on Saturdays, Sundays, and holidays. The basic adult fare is $2.00 for Sunshine Lamp Trolley service. Children under 12 ride Sunshine Lamp Trolley for free. The basic adult fare for MAPS demand response service is $4.00. The demand response fare for teens is $2.00 and the fare for children under 12 riding with an adult is $1.00. Reduced fares of $1.00 for Sunshine Lamp Trolley and $2.00 for demand response service are offered to persons over the age of 60, persons with disabilities, Veterans and Medicare card holders during all hours. Due to the national public health emergency, service on both the Sunshine Lamp Trolley and MAPS have been reduced and/or changed.

Both the Sunshine Lamp Trolley and MAPS service is operated with a fleet of 13 cutaway buses and one rubber tire trolley for service. The current peak requirement is for ten vehicles. Service is operated from adjacent facilities located at the City of Joplin Public Works Center.

2. Transit Agency Information

Transit Agency Name	City of Joplin, dba, MAPS Transit & Sunshine Lamp Trolley			
Transit Agency Address	123 S. Main Street, Joplin, MO 64801			
Name and Title of Accountable Executive	Daniel Johnson, Director of Public Works			
Name of Chief Safety Officer or SMS Executive	Gina Thompson, Transportation Coordinator			
Mode(s) of Service Covered by This Plan	Fixed Route Demand Response	**FTA Funding Types**	Sections 5307 and 5339	
Mode(s) of Service Provided by the Transit Agency (Directly Operated or Contracted Service)	The City of Joplin directly operates fixed-route bus service and demand response service.			
Does the agency provide transit services on behalf of another transit agency or entity	Yes ☒	No ☐	**Description of Arrangements**	Description of Arrangement(s): The City of Joplin operates demand response service inside of four cities within the MPO area for an agreed rate of $3 per ride
Name and Address of Transit Agency (ies) or Entity (ies) for Which Service Is Provided	City of Webb City, PO Box 30, Webb City, MO 64870 City of Oronogo, 653 E. Central, Oronogo, MO 64855 City of Duenweg, 106 Webb St., Duenweg, MO 64841 City of Duquesne, 1501 Duquesne, Joplin, Mo 64801 City of Carterville, 1200 E. 1st St., Carterville, MO 64835			

3. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan	City of Joplin, MAPS Transit & Sunshine Lamp Trolley	
Signature by the Accountable Executive	**Signature of Accountable Executive**	**Date of Signature**
Approval by the Board of Directors or an Equivalent Authority	**Name of the Individual/Entity That Approved This Plan**	**Date of Approval**
	Joplin City Council	
	Relevant Documentation (Title and Location)	
Certification of Compliance	**Name of Individual/Entity That Certified This Plan**	**Date of Certification**
	Missouri Department of Transportation	
	Relevant Documentation (Title and Location)	

Version Number and Updates

The complete history of successive versions of this plan.

Version Number	Section/Pages Affected	Reason for Change	Date Issued
1		New Document	11/16/2020
2	Safety Performance Targets	Annual Update	6/7/2021
3	Safety Performance Targets	Annual Update	7/5/2022
4	Safety Performance Targets	Annual Update	5/9/2023
5	Safety Performance Targets	Annual Update	4/25/2024
6	Safety Performance Targets	Annual Update	5/28/2025

Annual Review and Update of the Agency Safety Plan

The process and timeline for conducting an annual review and update of the ASP.

This plan shall be reviewed and updated by the Chief Safety Officer by July 1 of each year. The Accountable Executive will review and approve any changes, signing the new ASP, then forwarding to the Joplin City Council for review and approval.

4. Safety Performance Targets

Safety Performance Targets

The targets below are based upon review of previous three (3) years of MAPS & Sunshine Lamp Trolley vehicle revenue miles (VRM) safety performance data.

Performance Measure	Mode	2022	2023	2024	3 year Average	2025 Target
1. Major Events - Total (All safety & security events as defined by the NTD.)	Fixed Route	3.0	0	0	1.0	≤ 1
	Para Transit	0	1.0	3.0	1.3	≤ 1
2. Major Event Rate	Fixed Route	2.6	0	0	0.87	≤ 0.87
	Para Transit	0	0.4	1.04	0.48	≤0.48
3. Collisions -Total	Fixed Route	3.0	0	0	1.0	≤ 1
	Para Transit	0	1.0	3.0	1.3	≤1
4. Collision Rate	Fixed Route	2.6	0	0	0.87	≤0.87
	Para Transit	0	0.4	1.04	0.48	≤0.48
5. Pedestrian Collison Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
6. Vehicular Collison Rate	Fixed Route	2.6	0	0	0.87	≤0.87
	Para Transit	0	0.4	1.04	0.48	≤0.48
7. Fatalities Total	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
8. Fatality Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
9. Transit Worker Fatality Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 1
10. Injuries Total	Fixed Route	1	0	0	0.3	≤ 1
	Para Transit	0	1	0	0.3	≤ 1
11. Injury Rate	Fixed Route	0.8	0	0	0.27	≤ 0.27
	Para Transit	0	0.4	0	0.13	≤0.13
12. Transit Worker Injury Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
13. Assaults on Transit Workers -Total	Fixed Route	*	*	0	0	*
	Para Transit	*	*	0	0	*
14. Rate of Assaults on Transit Workers	Fixed Route	*	*	0	0	*
	Para Transit	*	*	0	0	*
15. System Reliability VRM/#	Fixed Route	30,928	0	0	30,928	≥30,928
	Para Transit	52,311	58,64	144,289	85,082	≥85,082

*Agencies are not required to set a Performance Target until they have reported 3 fiscal years of data to the NTD; City of Joplin has reported one fiscal year, and will begin setting targets in the 2027 PTSAP.

Safety Performance Target Coordination *Coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.*		
The Accountable Executive shares the ASP, including safety performance targets, with the Metropolitan Planning Organization (MPO), Joplin Area Transportation Study Organization (JATSO), in the service area each year after its formal adoption by the Joplin City Council. The Transportation Coordinator also provides a copy of the formally adopted plan to the Missouri Department of Transportation (MODOT). City of Joplin personnel are available to coordinate with MoDOT and the MPO in the selection of MODOT and MPO safety performance targets upon request		
Targets Transmitted to the State	**State Entity Name**	**Date Targets Transmitted**
	MoDOT	
Targets Transmitted to the MPOs	**MPO Name**	**Date Targets Transmitted**
	Joplin Area Transportation Study Organization (JATSO)	

5. Safety Management Policy

Safety Management Policy Statement

Written statement of safety management policy, including safety objectives.

Safety is a core value at the City of Joplin, and managing safety is a core business function. We will develop, implement, maintain, and continuously improve processes to ensure the safety of our customers, employees, and the public. The agency is committed to the following safety objectives:

- Communicating the purpose and benefits of the Safety Management System (SMS) to all staff, managers, supervisors, and employees.
- Providing a culture of open reporting of all safety concerns, ensuring that no action will be taken against any employee who discloses a safety concern through the agency's Employee Safety Reporting Program (ESRP), unless such disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
- Providing appropriate management involvement and the necessary resources to establish an effective ESRP that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the ESRP. (After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.)
- Establishing safety performance targets that are realistic, measurable, and data driven. Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

The City of Joplin is committed to providing a safe work environment for all employees and consistently maintaining its equipment at a state of good repair. The City's mission is to provide safe and reliable transportation services.

City of Joplin will use best practices and safety standards to achieve these safety goals.

Safety Management Policy Communication

How the safety management policy is communicated throughout the agency.

Copies of the Agency Safety Plan are made available to City of Joplin and Operation's staff. Key safety policies are posted in City of Joplin's common areas and Operation's common areas for both operations and maintenance staff. The City of Joplin will incorporate annual review and distribution of the Safety Management Policy Statement into new-hire training. Ongoing Operations safety meetings will be used to reinforce the safety policies for each employee as well as introduce the safety principles included in this plan.

Authorities, Accountabilities, and Responsibilities

The role of the following individuals for the development and management of the agency's Safety Management System (SMS).

Accountable Executive	The City of Joplin Director of Public Works, Daniel Johnson, serves as the City of Joplin's Accountable Executive with the following authorities, accountabilities, and responsibilities under this plan: • Controlling and directing human and capital resources needed to develop and maintain the ASP and SMS. • Designating an adequately trained Chief Safety Officer who is a direct report. • Ensuring that the SMS is effectively implemented. • Ensuring that all safety policies and procedures are communicated consistently and clearly to the organization.

	• Maintaining responsibility for carrying out the Transit Asset Management Plan.
Chief Safety Officer or SMS Executive	The Transportation Coordinator, Gina Thompson, is designated by the Chief Safety Officer to carry out the following: • Developing and managing ASP and SMS policies and procedures, and keeping all policies and procedures up-to-date • Ensuring ongoing implementation and operation of the SMS • Overseeing the Employee Safety Reporting Program and ensuring that a robust line of safety-related communication is consistently maintained • Ensuring policies are consistent with safety objectives • Providing Safety Risk Management (SRM) expertise and support for other City of Joplin personnel who conduct and oversee Safety Assurance activities.
Agency Leadership and Executive Management	Aside from the Accountable Executive and Chief Safety Officer, the other executive manager with key safety-related responsibilities include: the Transit Driver Supervisor. The Accountable Executive designates the Transit Driver Supervisor with the following accountabilities and responsibilities: • Oversight of day-to-day operations and procedures related to the Safety Management System within each department • Modification of policies and procedures to be consistent with SMS principles and implementation, as necessary • Oversight of employee reporting program and ensuring a consistent line of communication between front line employees and management concerning safety
Key Staff	Key non-executive staff with significant safety responsibilities include: drivers, dispatchers, mechanics, and facility managers. While these employees have a diverse range of responsibilities, overarching shared safety-related responsibilities for this group include: • Reporting any identified safety concerns to management in a timely fashion • Assessing service vehicles and facilities for hazards and defects • Following and abiding by all policies and acting in accordance with the principles of the SMS • Participation in quarterly meetings to discuss safety issues involving hazard reports and mitigations.
Employee Safety Reporting Program	

The process and protections for employees to report safety conditions to senior management, including the employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).

The Employee Safety Reporting Program (ESRP) encourages employees who identify safety concerns in their day-to-day duties to report them to management in good faith without fear of retribution. There are several ways employees can report safety conditions:

1. Employees can report conditions directly to the dispatcher, who will notify the Transit Driver Supervisor or Transportation Coordinator for investigation.
2. Employees can report conditions directly to the Transit Driver Supervisor or Transportation Coordinator for investigation.
3. Drivers can report conditions on their vehicle pre/post trip inspection slips. The Transit Driver Supervisor collects inspection slips daily.

When action is taken to address a concern identified by an employee report that results in changes in policies or procedures, employees will be notified by either:

- Verbal follow up with the employee who made the report (in the case of non-anonymous reports), or,
- Bulletins posted with details on the nature of the concern, the action taken by management to address the concern, and the date of the report

Employees that report safety concerns in good faith are protected from any retaliatory measures. However, City of Joplin may take disciplinary actions if the report contains any of the following employee activities:

- Willful participation in illegal activity, such as assault or theft;
- Gross negligence, such as knowingly utilizing heavy equipment for purposes other than intended such that people or property are put at risk; or,
- Deliberate or willful disregard of regulations or procedures, such as reporting to work under the influence of controlled substances.

6. Safety Risk Management

Safety Risk Management Process

The Safety Risk Management Process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards.*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associate with identified safety hazards.*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment.*

The agency has generally adopted a hybrid approach to Safety Risk Management where the Chief Safety Officer and designees share responsibility for managing safety hazards and risk throughout the organization.

It is a process whereby hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to the agency leadership. The process allows us to carefully examine what could cause harm and determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary. The Risk Manager leads the SRM process, working with the Safety Committee to identify hazards and consequences, assess safety risk of potential consequences, and mitigate safety risk. The results of the SRM process are documented in its Corrective Action Plan and referenced materials. The SRM process applies to all elements of our system including our operations and maintenance: facilities and vehicles; and personnel recruitment, training, and supervision. In carrying out the SRM process, the agency uses the following terms:

- **Event** - Any accident, incident, or occurrence.
- **Hazard** - Any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure belonging to the agency; or damage to the environment.
- **Risk** - Composite of predicted severity and likelihood of the potential effect of a Hazard.
- **Risk Mitigation** - Method(s) to eliminate or reduce the effects of hazards.
- **Consequence** - An effect of a hazard involving injury, illness, death, or damage to agency's property or the environment.

Safety Hazard Identification

Quarterly facility inspections are one of the primary sources for identifying hazards within the agency's premises. The Chief Safety Officer will submit findings from these inspections to the Accountable Executive on an ongoing basis. Other important sources for identifying hazards include:

- Daily vehicle digital pre/post trip inspection reports
- Driver records
- Customer complaints and service requests
- Vehicle camera footage after accidents or incidents
- Employee reporting
- Maintenance reports
- Observations from supervisors

Safety Risk Assessment

Following the identification of safety hazards, assessment of risk is conducted on an ongoing basis by the Chief Safety Officer, in consultation with relevant managers throughout the organization. The following risk assessment matrices are used to guide discussions of risk assessments and set safety-related priorities.

A. Categorize Level of Severity

1. Catastrophic - may cause death
2. Critical - may cause severe illness, severe injury or major system loss
3. Marginal - may cause minor injury
4. Negligible - will not result in injury, illness or system damage

B. Categorize the Likelihood of Occurrence

1. Highly likely - frequent reoccurrence
2. Likely - expected occurrence
3. Unlikely - occurrence not expected

Safety Risk Mitigation

Once the risk of a safety hazard is identified, mitigation strategies that align with the severity and likelihood of the safety problem are determined by the Chief Safety Officer or Transit Driver Supervisor. Any hazards that pose an immediate risk to operating safety are addressed immediately. For safety risk interventions that require larger capital expenditures to address structural issues, the Chief Safety Officer will consult with the Accountable Executive to ensure that funds can be used effectively to address the safety hazard at hand.

7. Safety Assurance

Safety Performance Monitoring and Measurement

Activities to monitor the system for compliance with procedures for operations and maintenance.

City of Joplin uses the following procedures for ongoing monitoring of safety procedures to ensure compliance with organizational policies:

- Quarterly safety meetings with each operation to discuss any updates or concerns to safety policies and procedures
- Ongoing informal inspections of vehicles and facilities
- Daily logs of operations and maintenance reviewed
- Quarterly reports on safety performance, including incidents and accidents, are filed and reviewed by the Chief Safety Officer and Accountable Executive
- Assessments of safety and facility conditions conducted by the city's insurance providers

Activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implement as intended.

The City of Joplin monitors safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The Chief Safety Officer or designee share responsibility for ensuring that mitigation strategies are effective and appropriate on a continuous basis. The agency has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits,
- Informal inspections,
- Regular review of onboard camera footage to investigate specific incidents,
- Customer complaints
- Risk-Damage Incident Notification Reports
- Investigation of safety occurrences,
- Daily digital pre/post trip inspection data
- Regular vehicle inspections and preventative maintenance,
- Safety review prior to the launch or modification of any facet of service.

Implemented safety risk mitigations are frequently reviewed at scheduled safety and managerial meetings. If a mitigation is not working as intended, the Chief Safety Officer will propose improvements to the identified mitigation or propose an alternative mitigation strategy altogether. The Chief Safety Officer will approve or modify this proposed course of action and ensure its execution, in consultation with the Accountable Executive.

Monitoring methods for safety risk mitigations include:

- Reviewing results from accident, incident, and occurrence investigations, and utilizing the accident/incident database to monitor trends over time
- Monitoring employee safety reporting to determine if complaints persist after implementation of a mitigation strategy
- Reviewing results of internal safety audits and inspections
- Analyzing operational and safety data to identify emerging safety concerns.
- Job Performance Observations

Activities to conduct investigations of safety events, including the identification of casual factors.

Employees inform their supervisor immediately following any accident or incident. Supervisors will prepare a detailed Risk-Damage Incident Notification Report form or an Employee Incident Report using camera footage, police reports, and witness statements, which will be delivered to the Chief Safety Officer and City of Joplin Human Resource/Risk Management Department. The report specifies the root cause of the incident along with a determination of preventability, pursuant to the city's preventability guidelines.

The City of Joplin maintains documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event (see Risk-Damage Incident Notification Report and Employee Incident Report for specific procedures for conducting safety investigations). The Transit Driver Supervisor and City of Joplin Human Resource/Risk Management Department maintains all documentation of the agency's investigation policies, processes, forms, checklists, activities, and results. Agency leadership reviews the Risk-Damage Incident Notification and Employee Incident Reports and determines whether:

- The accident was preventable or non-preventable
- Personnel require discipline or retraining
- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event
- The accident appears to involve underlying organizational factors beyond just individual employee behavior.

Activities to monitor information reported through internal safety reporting programs.

Management is responsible for ongoing monitoring and documentation of all employee safety reports. The Chief Safety Officer and the Accountable Executive will meet on a periodic basis to review all active safety reports and ensure that all reports have been thoroughly documented, assessed, and mitigated. The City of Joplin Risk Manager and Safety Committee routinely review safety data captured in Risk-Damage Incident Notification Reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Risk Manager and Safety Committee ensure that the concerns are investigated or analyzed through the City of Joplin's SRM process. The Risk Manager also participates in internal and external reviews, including audits and assessments, with findings concerning the agency's safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

8. Safety Promotion

Competencies and Training

Safety training program for all agency employees and contractors directly responsible for safety.

Required safety trainings for operators include:

- MAP-21 required trainings
  - Defensive Driving
  - Accessible Lift and Passenger Securement
  - Disability Awareness
  - First Aid
  - Substance Abuse Awareness Training
- Passenger sensitivity training
- Traffic regulations
- Accident prevention
- Basic driving maneuvers
- Wheelchair Securement/Lift Training
- Railroad Crossings

Required safety trainings for maintenance staff include:

- Right to Know
- Hoisting and Lifting
- Hazard Communication
- Blood borne Pathogen
- Viral Control and Vehicle Cleaning

Required for operation of City of Joplin support vehicles/staff include:

- Traffic regulations
- Accident prevention
- Basic driving maneuvers
- Right to Know
- Hazard Communication

Safety Communication

Processes and activities to communicate safety and safety performance information throughout the organization.

Information regarding safety policies, procedures, and performance is communicated to operations staff through a variety of channels, including:

- Frequent postings on the bulletin boards
- Frequent distribution of memos to all staff and review of important safety policies and procedures
- Quarterly safety meetings at both the fixed route and demand response operations where major safety policy and procedure updates are discussed, and in which minutes are recorded and made available to participants

In addition to the safety communication methods listed above, the employee handbook covers safety-related responsibilities and requirements for employees, and stresses the agency's open-door policy and the responsibility of all employees to continuously report unsafe conditions.

9. Additional Information

Supporting Documentation

Include or reference documentation used to implement and carry out the ASP that are not included elsewhere in this plan.

The City of Joplin will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this ASP; and the results from its SMS processes and activities for three years after creation. They will be available to the FTA or other Federal or oversight entity upon request.

City of Joplin Supporting Documentation include:

- City of Joplin Employee Handbook
- MAPS Transit & the Sunshine Lamp Trolley Driver's Manual
- Transit Division Driver Training Materials
- Risk-Damage Incident Notification Reports
- Employee Incident Reports

FTA Supporting Documentation used to develop this PTASP include:

- FTA's PTASP Website
  http://www.transit.dot.gov/PTASP
- PTASP Technical Assistance Center
  http://www.transit.dot.gov/PTASP-TAC
- PTASP Checklist for Bus Transit
  ASP-Checklist-for bus-202003-v2.pdf
- Public Transportation Agency Safety Plan (PTASP) Notice of Enforcement Discretion
  PTASP-Notice-of-Enforcement-Discretion-Final-With-Signature.pdf
- Sample Safety Risk Assessment Matrices for Bus Transit Agencies
  Sample-safety-risk-assessment-matrices-bus-transit-agencies.pdf
- Sample Hazard Classification System
  Sample-hazard-classification-system.pdf

10. Definitions of Special Terms Used in the ASP

Term	Definition
Accident	**Accident** means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.
Accountable Executive	**Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.
Assault on a Transit Worker	**Assault on a Transit** Worker means, as defined under 49 U.S.C 5302, a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.
Emergency	**Emergency** means, as defined under 49 U.S.C. 5324, a natural disaster affecting a wide area (such as a flood, hurricane, tidal wave, earthquake, severe storm, or landslide) or a catastrophic failure from any external cause, as a result of which the Governor of a State has declared an emergency and the Secretary has concurred; or the President has declared a major disaster under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170).
Equivalent Authority	**Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or sub recipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or sub recipient's Public Transportation Agency Safety Plan.
Event	**Event** means any Accident, Incident, or Occurrence.
FTA	Means the Federal Transit Administration, an operating administration within the United States Department of Transportation.
Hazard	**Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Incident	**Incident** means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.
Investigation	**Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Term	Definition
National Public Transportation Safety Plan	**National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
Investigation	**Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
Major Mechanical Failures	**Major Mechanical Failures** means failures caused by vehicle malfunctions or subpar vehicle condition which requires that it be pulled from service.
Operator of a Public Transportation System	**Operator of a Public Transportation System** means a provider of public transportation as defined under 49 U.S.C. 5302.
Performance Measure	Means an expression based on quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
Performance Target	**Performance Target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
Public Transportation Agency Safety Plan (or Agency Safety Plan)	**Public Transportation Agency Safety Plan (or Agency Safety Plan)** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
Risk	**Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.
Risk Mitigation	**Risk Mitigation** means a method or methods to eliminate or reduce the effects of hazards.
Safety Assurance	**Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
Safety Event	**Safety Event** menas an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
Safety Management Policy	**Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
Safety Management System	**Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
Safety Objective	**Safety Objective** means a general goal or desired outcome related to safety.
Safety Performance	**Safety Performance** means an organization’s safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Term	Definition
Safety Performance Measure	**Safety Performance Measure** is an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
Safety Performance Monitoring	**Safety performance Monitoring** means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and safety performance targets.
Safety Performance Target	**Safety performance Target** means a performance target related to safety management activities.
Safety Promotion	**Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
Safety Risk	**Safety Risk** means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.
Safety Risk Assessment	**Safety Risk Assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
Safety Risk Management	**Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.
Safety Risk Mitigation	**Safety Risk Mitigation** means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.
Safety Risk Probability	**Safety Risk Probability** means the likelihood that a consequence might occur, taking as reference the worst foreseeable-but credible-condition.
Safety Risk Severity	**Safety Risk Severity** means the anticipated effects of a consequence, should it materialize, taking as reference the worst foreseeable-but credible-condition.
Serious Injury	**Serious Injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.
State of Good Repair	**State of Good Repair** means the condition in which a capital asset is able to operate at a full level of performance.
System Reliability	**System Reliability** means the distance between major mechanical failures by mode.
Transit Agency	**Transit Agency** means an operator of a public transportation system.

Term	Definition
Transit Asset Management Plan	**Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.
Transit Worker	**Transit Worker** means any employee, contractor, or volunteer working on behalf of the transit agency.
Vehicle Revenue Miles (VRM)	**Vehicle Revenue Miles (VRM)** means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include: • Layover / recovery time. Exclude: • Deadhead; • Operator training; • Vehicle maintenance testing; and • School bus and charter services.

11. List of Acronyms Used in the ASP

Acronym	Word or Phrase
ASP	Agency Safety Plan
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
JATSO	Joplin Area Transit Study Organization
MAPS	Metro Area Public Transit System
MAP-21	Moving Ahead for Progress in the 21st Century Act
MODOT	Missouri Department of Transportation
MPO	Metropolitan Planning Organization
PTASP	Public Transit Agency Safety Plan
Section 5329	Public Transportation Safety Program, 49 U.S.C. 5329
SMS	Safety Management System
SRM	Safety Risk Management
U.S.C.	United States Code
VRM	Vehicle Revenue Miles

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Exhibit A

Safety Performance Targets The targets below are based upon review of previous three (3) years of MAPS & Sunshine Lamp Trolley vehicle revenue miles (VRM) safety performance data.						
Performance Measure	Mode	2022	2023	2024	3 year Average	2025 Target
1. Major Events - Total (All safety & security events as defined by the NTD.)	Fixed Route	3.0	0	0	1.0	≤ 1
	Para Transit	0	1.0	3.0	1.3	≤ 1
2. Major Event Rate	Fixed Route	2.6	0	0	0.87	≤ 0.87
	Para Transit	0	0.4	1.04	0.48	≤0.48
3. Collisions -Total	Fixed Route	3.0	0	0	1.0	≤ 1
	Para Transit	0	1.0	3.0	1.3	≤1
4. Collision Rate	Fixed Route	2.6	0	0	0.87	≤0.87
	Para Transit	0	0.4	1.04	0.48	≤0.48
5. Pedestrian Collison Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
6. Vehicular Collison Rate	Fixed Route	2.6	0	0	0.87	≤0.87
	Para Transit	0	0.4	1.04	0.48	≤0.48
7. Fatalities Total	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
8. Fatality Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
9. Transit Worker Fatality Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 1
10. Injuries Total	Fixed Route	1	0	0	0.3	≤ 1
	Para Transit	0	1	0	0.3	≤ 1
11. Injury Rate	Fixed Route	0.8	0	0	0.27	≤ 0.27
	Para Transit	0	0.4	0	0.13	≤0.13
12. Transit Worker Injury Rate	Fixed Route	0	0	0	0	≤ 0
	Para Transit	0	0	0	0	≤ 0
13. Assaults on Transit Workers -Total	Fixed Route	*	*	0	0	*
	Para Transit	*	*	0	0	*
14. Rate of Assaults on Transit Workers	Fixed Route	*	*	0	0	*
	Para Transit	*	*	0	0	*
15. System Reliability VRM/#	Fixed Route	30,928	0	0	30,928	≥30,928
	Para Transit	52,311	58,64	144,289	85,082	≥85,082

Major Event: A safety or security event occurring on the transit right of way or infrastructure, at a transit revenue facility, or at a transit maintenance facility or rail yard, during a transit related maintenance activity or involving a transit revenue vehicle that results in one of more of the following conditions: Non Rail Modes: A fatality confirmed within 30 days of the events; an injury requiring immediate medical attention away from the scene for one or more person; property damage equal to or exceeding $25,000; collisions involving transit revenue vehicles that require towing away from the scene for a transit roadway vehicle or other non-transit-roadway vehicles; an evacuation for life safety reasons.

Injury: Any damage or harm to persons as a result of an event that requires immediate medical attention away from the scene.

Assault on Transit Worker: A circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker

System Reliability (Major Mechanical System Failure): A failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns. System reliability is the miles between major failures

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-131 – Construction Agreement for Justice Center Sidewalks 2025.

MEETING DATE
July 21, 2025

ORIGINATING DEPARTMENT
Public Works - Engineering

ATTACHMENTS
CB 2025 - 131 Ordinance; Bid Summary, Construction Agreement, Location Map

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

SUMMARY
This Council Bill authorizes a purchase order with Goins Enterprises Inc. in the amount of One Hundred Fifty-Two Thousand Five Hundred Seventeen 00/100 Dollars ($152,517.00) for repair of sidewalks around the Justice Center.

BACKGROUND
The Justice Center had work items identified that needed to be performed for general upkeep and maintenance of facilities. Some of these items were funded through the ARPA funding that the City received. Projects such as window replacement and electrical, HVAC, and Plumbing Improvements were included in these projects. Some of these projects came in under the estimates leaving some ARPA funding that was dedicated to Justice Center projects unallocated. In order to utilize all the available ARPA funding, a project to repair existing sidewalks around the Justice Center was chosen to be performed through the Justice Center Sidewalks 2025 contract. These sidewalks were identified as needing repair for ADA compliance and for safety by staff and meets goals laid out in the City's ADA Transition Plan for removing accessibility barriers to City facilities.

FUNDING SOURCE
This is included in the FY 2025 Budget in the Capital Improvement Sales Tax Fund and is being partially funded through ARPA.

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

COUNCIL BILL NO. 2025-131 **ORDINANCE NO**

AN ORDINANCE approving a construction agreement with Goins Enterprises in the amount of One Hundred Fifty-Two Thousand Five Hundred Seventeen and 00/100 dollars ($152,517.00) for the Justice Center Sidewalks 2025 project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and, setting a date when this Ordinance shall become effective.

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

Section 1. That the construction agreement between the City of Joplin and Goins Enterprises in the amount of One Hundred Fifty-Two Thousand Five Hundred Seventeen and 00/100 dollars ($152,517.00) for the Justice Center 2025 project, a true and accurate copy of said agreement being attached hereto; be the same and is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Capital Improvement Sales Tax.

Section 4. That this Council Bill shall have an effective date of August 5, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-131 **ORDINANCE NO**

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

_____

Leslie Haase, Director of Finance

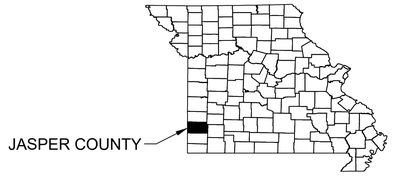
BID TABULATION

PROJECT: Justice Center Sidewalks 2025

DATE OF BID OPENING: July 9, 2025

CONTRACTOR	BID
Goins Enterprises	$152,517.00
Sprouls Construction, Inc.	$255,725.00
Engineer’s Estimate	$156,959.30

NEW SIDEWALK IMPROVEMENTS
FOR THE CITY OF JOPLIN JUSTICE CENTER
LOCATED AT 303 E. 3RD STREET JOPLIN, MO. 64801





Justice Center Sidewalk Improvements.dwg

MISSOURI ONE CALL SYSTEM, INC.
1-800-344-7483
STOP CALL BEFORE YOU DIG!

JOPLIN MISSOURI	CITY OF JOPLIN, MISSOURI PUBLIC WORKS DEPARTMENT DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 00/2025	REVISION: PROJECT CHECK	SVYD BY: N/A PNT FILE: N/A.TXT SVY DATE: N/A ENGINEER: JOHNSON	ACAD DWG FILE & PATH NAME: STREET\JUSTICE CENTER SCALES: HORZ: NTS VERT: NTS	DWN BY: CPRINGLE CKD BY: JOHNSON APD BY: JOHNSON DATE: 06/2025	PROJECT NEW SIDEWALK IMPROVEMENTS FOR CITY OF JOPLIN JUSTICE CENTER	PLAN NO: 8548 SHEET 1 of 2

Justice Center Sidewalk Imrovements.dwg

S. VIRGINIA AVE.

EXIST. ISLAND AND (1) TREE TO BE REMOVED AND PUT BACK AS 8" FIBER REINFORCED CONC. PAVEMENT APPROXIMATELY 48 SQ. YDS AND INSTALL 43 L.F. OF CURB AND GUTTER CURB IS TO BE PAINTED TRAFFIC YELLOW 43 L.F.

2.00

10.00

REMOVE MARKINGS AT LAST 3 PARKING STALLS AND CREATE 3 NEW STALLS AS SHOWN MATCH EXISTING STALL DEPTH

PAINT CURB ONLY "TRAFFIC RED" BEGINNING NORTH SIDE OF ADA LANDING TO BUILDING 107 L.F.

TYPE "B" ADA RAMP SEE C.O.J. STANDARD DETAILS APPROXIMATELY 39 SQ. YDS AND 39 LF OF CURB AND GUTTER

PAINT CURB ONLY "TRAFFIC YELLOW" BEGINNING SOUTH SIDE OF ADA LANDING TO ADA LANDING SOUTH 134 L.F.

STOP REMOVAL AND REPLACEMENT OF EXISTING SIDEWALK AT NEWER JOINT AS SHOWN

CONTRACTOR IS TO INSTALL EXPANSION JOINT AT THE BUILDING IN THESE 3 LOCATIONS THIS SHOULD BE INCLUDED IN THE PRICE OF THE 6" SIDEWALK

NOTE:
CONTRACTOR IS TO FIELD VERIFY THAT THE SIDEWALK IS 10'-0" WIDE PRIOR TO ORDERING MATERIAL AT THIS LOCATION.

2'-0" x 10'-0" x ¼" DIAMOND STEEL PLATE REQD. FOR COVER ABOVE TRENCH DRAIN

2'-0 ¼" OPNG.

(2) 3 x 3 x ⅜" STEEL ANGLES 10'-0" IN LENGTH EA. SIDE W/ 1/2" HEADED STUDS 2" MIN. SPACED EVENLY AT 1'-6" o/c BEGINNING IN THE CENTER

6" FIBER REINFORCED CONC. SIDEWALK SEE COJ STANDARD DETAILS

DETAIL 1S2
¾" = 1'-0"

3 FLAG POLE BASES AND (1) DRAIN THIS LOCATION (FIELD VERIFY)

SIDEWALK IN THIS LOCATION IS LOCATED OVER A MECHANICAL ROOM (FIELD VERIFY)

TYPE "D" ADA RAMP SEE C.O.J. STANDARD DETAILS APPROXIMATELY 35 SQ. YDS AND 46 L.F. OF CURB AND GUTTER

PAINT CURB ONLY "TRAFFIC YELLOW" BEGINNING EAST SIDE OF ADA LANDING TO EAST SIDE OF SIDEWALK AT THE EMPLOYEE ENTRANCE 170 L.F.

RETAINING WALL DRAINAGE CONTRACTOR TO INSTALL ¼" DIAMOND STEEL PLATE AT 2' IN WIDTH FLUSH WITH NEW SIDEWALK. CONTRACTOR IS TO ENSURE DRAINAGE TO ROAD BENEATH STEEL PLATE SEE DETAIL 1S2 (FIELD VERIFY)

CONTRACTOR IS TO POUR AROUND EXISTING STRUCTURE AND IS TO PROVIDE CONTROL JOINTS AT RE-ENTRANT CORNERS TO PREVENT SLAB FROM CRACKING (EVALUATE EXISTING SLAB CRACKING)

CONTRACTOR IS TO LEAVE EXISTING ADA RAMP IN PLACE

S. PENNSYLVANIA AVE.

CONTRACTOR IS TO MOVE NO PARKING SIGN SOUTH TO GREEN SPACE THIS LOCATION

CONTRACTOR IS TO REMOVE CONNECTING SLAB

START AT NEWER SIDEWALK AND GO EAST APPROXIMATELY 201 L.F. AS SHOWN

E. 3RD ST.

GRAPHIC SCALE
0 10 20 40
(IN FEET)
1 INCH = 20 FEET

GENERAL NOTES:

1. CONTRACTOR SHALL, AT HIS EXPENSE, SET & MAINTAIN ALL LINE & GRADE STAKES.
2. CONTRACTOR SHALL GRADE ALL EXISTING STREETS, ALLEYS, & DRIVES TO MEET NEW CONST.
3. CONTRACTOR SHALL FIELD VERIFY ALL UTILITY LOCATIONS BEFORE BEGINNING NEW CONST.
4. ALL WORK SHALL CONFORM TO THE CITY OF JOPLIN STD SPECS UNLESS OTHERWISE NOTED.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE WORK ZONE SAFETY GUIDELINES OF PART VI OF THE MUTCD & WITH THE BARRICADING SECTION OF THE CITY OF JOPLIN SAFETY MANUAL.
6. ALL PEDESTRIAN FACILITIES SHALL CONFORM TO THE APPLICABLE REQUIREMENTS OF THE ADA.
7. CONTRACTOR SHALL, AT HIS EXPENSE, PROVIDE ACCESS TO PRIVATE PROPERTY AT ALL TIMES.
8. CONTRACTOR SHALL, AT HIS EXPENSE, RETAIN THE SERVICES OF A PLS LICENSED IN MISSOURI, WHO SHALL BE RESPONSIBLE FOR RESTORING ANY INCIDENTALLY DAMAGED SURVEY MONUMENTS NOT SCHEDULED FOR REMOVAL AS PART OF CONST PROJECT. CONTRACTOR SHALL NOTIFY THE CITY OF JOPLIN OF ANY MONUMENTS DAMAGED BY ANY OUTSIDE PARTY.

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP CALL BEFORE YOU DIG!

JOPLIN MISSOURI

CITY OF JOPLIN, MISSOURI
PUBLIC WORKS DEPARTMENT
DIVISION OF ENGINEERING

ADDRESS: 602 S MAIN ST 64801
PH NO: 417-624-0820 EXT 1530
FAX NO: 417-625-4738
E-MAIL: DJOHNSO1@JOPLINMO.ORG

REV DATE:	REVISION:
00/2025	PROJECT CHECK

SVYD BY: N/A
PNT FILE: N/A.TXT
SVY DATE: N/A
ENGINEER: JOHNSON

ACAD DWG FILE & PATH NAME: STREET\JUSTICE CENTER
SCALES: HORZ: 1" = 20' VERT: N/A

DWN BY: CPRINGLE
CKD BY: JOHNSON
APD BY: JOHNSON
DATE: 06/2025

PROJECT
NEW SIDEWALK IMPROVEMENTS FOR CITY OF JOPLIN JUSTICE CENTER

PLAN NO: 8548
SHEET
2 of 2

AGREEMENT
BETWEEN
CITY OF JOPLIN AND Goins Enterprises, Inc.

CITY		CONTRACTOR	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Address:	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone: 417.624.0820 ext:	Fax: 417.624.4620	Project: Justice Center Sidewalks 2025	

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:

JUSTICE CENTER SIDEWALKS 2025

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

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

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the

City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

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

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

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

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

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

Employer's Liability……. $1,000,000.00

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

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

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Four Hundred Forty-Eight Thousand Seven Hundred Ten and no/100 Dollars ($3,448,710.00) for all claims arising out of a single accident or occurrence and at Five Hundred Seventeen Thousand Three Hundred Six and no/100 Dollars ($517,306.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond. Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $152,517.00 (full amount of contract) 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 $1000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. 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. 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 Fifty-Two Thousand Five Hundred Seventeen and 00/100 ($152,517.00) 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. Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR: Goins Enterprises, Inc.

By:

_____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

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

CONTRACTOR'S BOND NO.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

(Goins Enterprises, Inc.)

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of One Hundred Fifty-Two Thousand Five Hundred Seventeen and 00/100 DOLLARS ($152,517.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

JUSTICE CENTER SIDEWALKS 2025

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Goins Enterprises, Inc.)

a Corporation, hereinafter called Principal, and

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of One Hundred Fifty-Two Thousand Five Hundred Seventeen and 00/100 DOLLARS ($152,517.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

JUSTICE CENTER SIDEWALKS 2025

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____
Secretary

_____
Principal

Approved as to form this _____ day

of _____, 20____.

By _____
Signature

_____
Peter Edwards, City Attorney

By _____
Printed Name/Title

ATTEST: (SEAL)

_____
Secretary

_____
Surety

Approved this _____ day of

_____, 20_____.

By _____
Signature

_____
Leslie Haase, Director of Finance

By _____
Printed Name/Title

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