JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, AUGUST 16, 2021
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**
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Report Of The Official Results Of The August 3, 2021 Election
   2. Health Department Update
   3. News From The Public Information Office
6. **Citizen Requests And Petitions**
7. **Public Hearings**
   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROC.PDF

   2. Public Hearing For Property Tax Levy

      Documents:

      CB2021-519 FILE.PDF

   3. Public Hearing For FY 2022 Proposed Budget

      Documents:

2022 BUDGET PRESENTATION FOR PUBLIC HEARING FINAL.PDF

8. **Consent Agenda**

1. Minutes Of The August 2, 2021 City Council Meeting (Draft)

   Documents:

   CC MINS - DRAFT -AUG. 2, 2021.PDF

2. COUNCIL BILL NO. 2021-007

   AN ORDINANCE authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Integrated Roadways, LLC, a Missouri limited liability company, for the purpose of developing a smart infrastructure program; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin.

   Documents:

   CB2021-007.PDF

3. COUNCIL BILL NO. 2021-008

   AN ORDINANCE authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin.

   Documents:

   CB2021-008.PDF

4. COUNCIL BILL NO. 2021-146

   AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seventy Thousand and 00/100 Dollars ($70,000.00) for the Shoal Creek WWTF Drying Bed Covers Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2021-146.PDF

5. COUNCIL BILL NO. 2021-276

   AN ORDINANCE establishing grades and accepting the Final Plat of Lou and Odes Acres Subdivision located at the Southwest corner of the intersection of W. 26th St. and S. Winfield Ave.

Documents:

CB2021-276.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2021-353
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Enterprises for the demolition of the structure(s) and clearing of a lot located at 1529 S. Connor Ave. in the City of Joplin, Missouri, for Four Thousand Two Hundred dollars ($4,200); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2021-353 BIDS.PDF
CB 2021-353 PICTURES.PDF
CB 2021-353 SUMMARY.PDF
CB 2021-353.PDF

2. COUNCIL BILL NO. 2021-354
AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Enterprises for the demolition of the structure(s) and clearing of a lot located at 223 Galena Ave. in the City of Joplin, Missouri, for Four Thousand Eight Hundred Fifty dollars ($4,850.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2021-354 BIDS.PDF
CB 2021-354 PICTURES.PDF
CB 2021-354 SUMMARY.PDF
CB 2021-354.PDF

3. COUNCIL BILL NO. 2021-519
AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2021 in the amount of Seventeen and Forty-Six Hundredths Cents ($0.1746) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2021 in the amount of Twenty-Four and Fifty-Three Hundredths Cents ($0.2453) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause.

Documents:

CB 2021-519 SUMMARY SHEET OF PROPERTY TAX LEVY.PDF
CB 2021-519 TAX LEVY ORDINANCE.PDF
PUBLIC HEARING NOTICE.PDF
AVERAGE PROPERTY TAX LEVY CALCULATION.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2021-009
   AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

   Documents:

   COUNCIL BILL NO. 2021-009 WITH SUMMARY-08042021144435.PDF

2. COUNCIL BILL NO. 2021-148
   AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Five Hundred Ninety-three Thousand, Seven Hundred Seventy-four and 25/100 Dollars ($593,774.25) for the East 7th Street Sewer Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

   Documents:

   CB2021-148 SUMMARY SHEET - EAST 7TH STREET SANITARY SEWER EXTENSION.PDF
   CB2021-148 AGREEMENT - EAST 7TH STREET SANITARY SEWER EXTENSION - ROSETTA CONTRACT.PDF
   CB2021-148 BID SUMMARY - EAST 7TH STREET SANITARY SEWER EXTENSION.PDF
   CB2021-148 EXHIBIT MAP - EAST 7TH STREET SANITARY SEWER EXTENSION.PDF
   CB2021-148 ORDINANCE - EAST 7TH STREET SANITARY SEWER EXTENSION.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Declare Excess Surplus Property For The Annual City Of Joplin Auction On September 18.

2. Closed Session
   Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a

governmental body involving personal information as set forth in Section 610.021(3) RS Mo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities. Ad Omnia Parata - Together we are ready for anything!.

Notice posted at 12:00 p.m. on this 12th day of August, 2020 (RSMo 610.020)

PUBLIC HEARING PROCEDURES

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

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

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

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

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

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

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

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

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

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-519 – Approving the real property tax levy in the City of Joplin

MEETING DATE
August 16, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-519 Ordinance; Public Hearing Notice; and Average Property Tax Calculation

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

SUMMARY
This Council Bill approves the real property tax levy in the City of Joplin, including the Library property tax levy.

BACKGROUND
A public hearing was held earlier in the meeting to discuss the proposed fiscal year 2021-2022 property tax levy for the City of Joplin and for the affirmation of the tax levy of the Joplin Public Library District. The maximum authorized property tax levy is 54.0 cents and the CPI is 1.4% based on calculations by the State Auditor's office. The property tax of the City of Joplin represents a very small portion of the overall property tax liability for the citizens of Joplin. Property tax provides nearly 1.7% of the general government revenue and is used to fund a portion of Health, Parks and Solid Waste activities.

Staff is recommending the acceptance of the amount calculated utilizing the State Auditor's worksheet at $.1746, which represents a small decrease in the City property tax rate from $.1806. The library rate will also decrease slightly from $.2545 to $.2453 as set forth by Missouri Statute. The total rate will decrease from $.4351 from $.4199 per $100 of assessed valuation. Property tax is expected to generate $1,208,385.00 for the City and $1,513,728 for the library. The property tax for a home with an assessed valuation of $100,000 will decrease from $82.67 to $79.78 for both the city and the library portion of the property tax.

According to preliminary assessment valuations for 2021 released by the County Clerk's Offices of Jasper and Newton Counties, the assessed valuations for each county for the city are:

	2020	2021
Jasper County	$520,635,871	$557,515,098
Newton County	158,044,568	163,409,777
Total – Both Counties	$678,680,439	$720,924,875

FUNDING SOURCE
This item is not applicable for this agenda item.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis. Property tax rates must be set by the end of August by state statute.

CITY OF JOPLIN
PUBLIC HEARING

The City of Joplin, Missouri will hold a public hearing during a regular council meeting of the City Council on Monday, August 16, 2021 at 6:00 p.m. in the Council Chambers of the Joplin City Hall located at 602 South Main Street, Joplin, Missouri.

The purpose of the hearing will be to obtain public input concerning the proposed real estate tax levy for the 2021-2022 fiscal year. The tables below provide the preliminary assessed valuations for 2020 and 2021 of taxable real property located within the City of Joplin and the Joplin Library District for comparative purposes. Also presented are the estimated net tax collections for each of the funds for which a tax is levied. Final rates adopted by Council may change slightly due to final assessed values sent to the State by the County.

Entity	2020 Locally Assessed Valuation	2021 Locally Assessed Valuation	2021-2022 Estimated Tax Revenue	Estimated Delinquent Taxes (4%)	2021-2022 Estimated Net Tax Receipts
City of Joplin	$678,680,439	$720,924,875	$1,258,735	$50,349	$1,208,385
Joplin Public Library	$602,981,714	$642,804,921	$1,576,800	$63,072	$1,513,728
			$2,835,535	$113,421	$2,722,114

TAX REVENUE ESTIMATES FOR 2020-2021

Fund	2021 Tax Rate	Proposed 2022 Tax Rate	Estimated 2021 Net Tax Revenues	Projected 2022 Net Tax Revenues
Health & Welfare Fund	$0.0602	$0.0582	$392,223	$402,795
Parks & Recreation Fund	$0.0602	$0.0582	$392,223	$402,795
Solid Waste Mgmt Fund	$0.0602	$0.0582	$392,223	$402,795
Joplin Public Library	$0.2545	$0.2453	$1,473,205	$1,513,728
TOTALS	$0.4351	$0.4199	$2,649,874	$2,722,114

Leslie Haase, C.P.A., C.M.A.
Director of Finance
City of Joplin, Missouri

CITY OF JOPLIN, MISSOURI
PROPERTY TAX LEVY CALCULATION
FOR FISCAL YEAR 2021-2022

NEW TAX RATE

APPRAISED VALUE OF RESIDENCE	MULTIPLIED BY	ASSESSMENT RATIO FOR RESIDENTIAL	DIVIDED BY	PER $100 OF ASSESSED VALUATION	MULTIPLIED **CITY & LIBRARY** RATE	EQUALS	TAX LIABILITY PER YEAR
$ 100,000.00	X	19%	/	100	0.4199	=	$ 79.78

PRIOR YEAR TAX RATE

APPRAISED VALUE OF RESIDENCE	MULTIPLIED BY	ASSESSMENT RATIO FOR RESIDENTIAL	DIVIDED BY	PER $100 OF ASSESSED VALUATION	MULTIPLIED **CITY & LIBRARY** RATE	EQUALS	TAX LIABILITY PER YEAR
$ 100,000.00	X	19%	/	100	0.4351	=	$ 82.67

Total Decrease in Tax Liability **$ (2.89)**

COUNCIL BILL NO. 2021-519 ORDINANCE NO.

AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2021 in the amount of Seventeen and Forty-Six Hundredths Cents ($0.1746) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2021 in the amount of Twenty-Four and Fifty-Three Hundredths Cents ($0.2453) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause.

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

Section 1. There be and is hereby levied Five and Eighty-Two Hundredths Cents ($0.0582) on One Hundred Dollars valuation of all such property as is assessed by the City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purposes of creating a fund for Health and Welfare of the City of Joplin.

Section 2. There be and is hereby levied Five and Eighty-Two Hundredths Cents ($0.0582) on One Hundred Dollars valuation of all such property as is assessed by the City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purposes of creating a fund for Solid Waste Management of the City of Joplin.

Section 3. There be and is hereby levied Five and Eighty-Two Hundredths Cents ($0.0582) on One Hundred Dollars valuation of all such property as is assessed by City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purposes of creating a fund for Parks and Recreation of the City of Joplin.

Section 4. There be and is hereby levied Twenty-Four and Fifty-Three Hundredths Cents ($0.2453) on One Hundred Dollars valuation of all such property as is assessed by the City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purpose of creating a fund for the Public Library District of the City of Joplin.

Section 5. That this Ordinance, fixing a tax rate or assessment of the City, is an emergency within the meaning of Section 2.12(5) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, as an ordinance setting a tax rate and shall be in full force and effect immediately from and after its passage and approval.

COUNCIL BILL NO. 2021-519

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN



FY 2022
PROPOSED BUDGET

CITY OF JOPLIN
ESTIMATE OF NEEDS
PROJECTED FUND BALANCES
FISCAL YEAR 2021-2022

	Audited Fund Balance at 10-31-20	Projected 2020-2021 Activity				Projected Fund Balance at 10-31-21	Projected 2021-2022 Activity				Projected Fund Balance at 10-31-22
		Sources	Operating Expenses	Capital Assets *	Total Expenses		Sources	Operating Expenses	Capital Assets *	Total Expenses	
General Fund	**16,741,368**	32,057,244	29,835,152	1,942,276	31,777,428	**17,021,184**	30,332,229	30,058,016	654,775	30,712,791	**16,640,622**
1/2-Cent Pension Sales Tax	**2,050,812**	7,950,000	8,000,812	-	8,000,812	**2,000,000**	7,714,000	7,214,000	-	7,214,000	**2,500,000**
Public Safety Sales Tax	**9,749,481**	7,990,004	5,760,545	631,768	6,392,313	**11,347,172**	7,730,000	6,339,828	5,104,321	11,444,149	**7,633,023**
Convention & Tourism	**1,327,998**	1,408,899	1,273,080	6,441	1,279,521	**1,457,376**	1,416,500	1,345,781	56,000	1,401,781	**1,472,095**
Health & Welfare	**1,153,992**	3,498,998	2,965,719	4,252	2,969,971	**1,683,019**	2,815,230	2,730,681	76,800	2,807,481	**1,690,768**
Parks & Recreation	**130,756**	3,371,802	3,159,239	181,405	3,340,644	**161,914**	3,406,700	3,142,342	243,875	3,386,217	**182,397**
Solid Waste Management	**1,506,022**	3,319,714	3,115,229	9,650	3,124,879	**1,700,857**	3,305,395	3,084,511	-	3,084,511	**1,921,741**
Parks/Stormwater Sales Tax	**5,629,926**	4,318,798	1,372,509	3,491,567	4,864,076	**5,084,648**	1,928,500	1,220,400	4,545,800	5,766,200	**1,246,948**
Transportation Sales Tax	**7,810,308**	12,568,577	8,831,715	2,840,124	11,671,839	**8,707,046**	12,667,290	8,585,548	2,857,800	11,443,348	**9,930,988**
Capital Improvement Sales Tax	**19,513,740**	7,166,789	684,844	6,475,000	7,159,844	**19,520,685**	6,985,500	1,059,998	24,932,000	25,991,998	**514,187**
Community Development	**108,789**	2,575,607	2,323,097	6,027	2,329,124	**355,272**	2,238,372	2,235,676	1,500	2,237,176	**356,468**
Economic Development	**3,804,812**	12,800	-	-	-	**3,817,612**	12,800	-	-	-	**3,830,412**
American Rescue Plan Act	**-**	6,889,870	-	-	-	**6,889,870**	6,889,870	-	-	-	**13,779,740**
Debt Service	**-**	-	-	-	-	**-**	-	-	-	-	**-**
Infrastructure Improvements	**(2,090,425)**	5,013,453	25,000	780,309	805,309	**2,117,719**	4,530,000	-	4,545,000	4,545,000	**2,102,719**
Revolving Public Improvements	**657,841**	43,000	122,500	-	122,500	**578,341**	43,000	112,500	-	112,500	**508,841**
Regional Airport	**38,717,707**	16,834,146	3,185,973	14,402,228	17,588,201	**52,365,880**	2,634,510	3,016,387	601,000	3,617,387	**51,984,003**
Municipal Golf Course	**544,102**	864,914	819,363	170,339	989,702	**589,653**	877,300	842,572	195,500	1,038,072	**624,381**
Sanitary Sewer	**86,886,432**	18,986,529	13,983,625	20,120,070	34,103,695	**91,889,336**	19,013,500	13,602,583	10,613,500	24,216,083	**97,300,253**
Central Garage	**347,377**	1,569,651	1,498,061	307,856	1,805,917	**418,967**	1,577,750	1,511,671	-	1,511,671	**485,046**
Health Self-Insurance	**3,237,794**	6,500,000	7,072,600	-	7,072,600	**2,665,194**	6,500,000	6,467,600	-	6,467,600	**2,697,594**
Workers Compensation Self-Ins	**1,027,960**	755,033	1,086,292	-	1,086,292	**696,701**	1,009,492	1,017,857	-	1,017,857	**688,336**
Liability & Property Insurance	**1,582,806**	1,707,613	1,583,693	-	1,583,693	**1,706,726**	1,123,815	1,333,565	-	1,333,565	**1,496,976**
Emergency Communications	**1,744,598**	1,942,057	1,921,243	667,606	2,588,849	**1,765,412**	2,314,148	1,972,362	416,855	2,389,217	**2,107,198**
Joplin TIF Commission	**2,164,746**	1,925,430	13,000	-	13,000	**4,077,176**	1,925,500	13,000	-	13,000	**5,989,676**
Joplin Redevelopment Corporation	**10,881,993**	-	163,500	-	163,500	**10,718,493**	-	163,500	-	163,500	**10,554,993**

FY 2022 PROPOSED BUDGET
EXPLANATION OF FUNDS

FUND TYPE	FUND DESCRIPTION
Governmental	• General Fund is used to account for all ordinary operations of a governmental unit that are financed from taxes and other general revenues • Main operating fund of the City • Accounts for all financial resources of the general government, except those required to be accounted for in a different fund
Special Revenue	• Used to account for revenues from specific taxes or other earmarked revenue sources that by law are designated to finance particular functions or activities of government
Capital Projects	• Governmental funds established to account for resources used for the acquisition of large capital improvements other than those accounted for in proprietary funds.

FY 2022 PROPOSED BUDGET
EXPLANATION OF FUNDS

FUND TYPE	FUND DESCRIPTION
Proprietary	• Business-type funds that are generally self-supporting either by outside fees or internal charges • Two types of proprietary funds: ➢ Enterprise Funds-Used to account for government-owned services supported primarily by service charges or user fees ➢ Internal Service Funds-Account for the goods and services provided by one department to another within government on a cost-reimbursement basis

FY 2022 PROPOSED BUDGET
EXPLANATION OF FUNDS

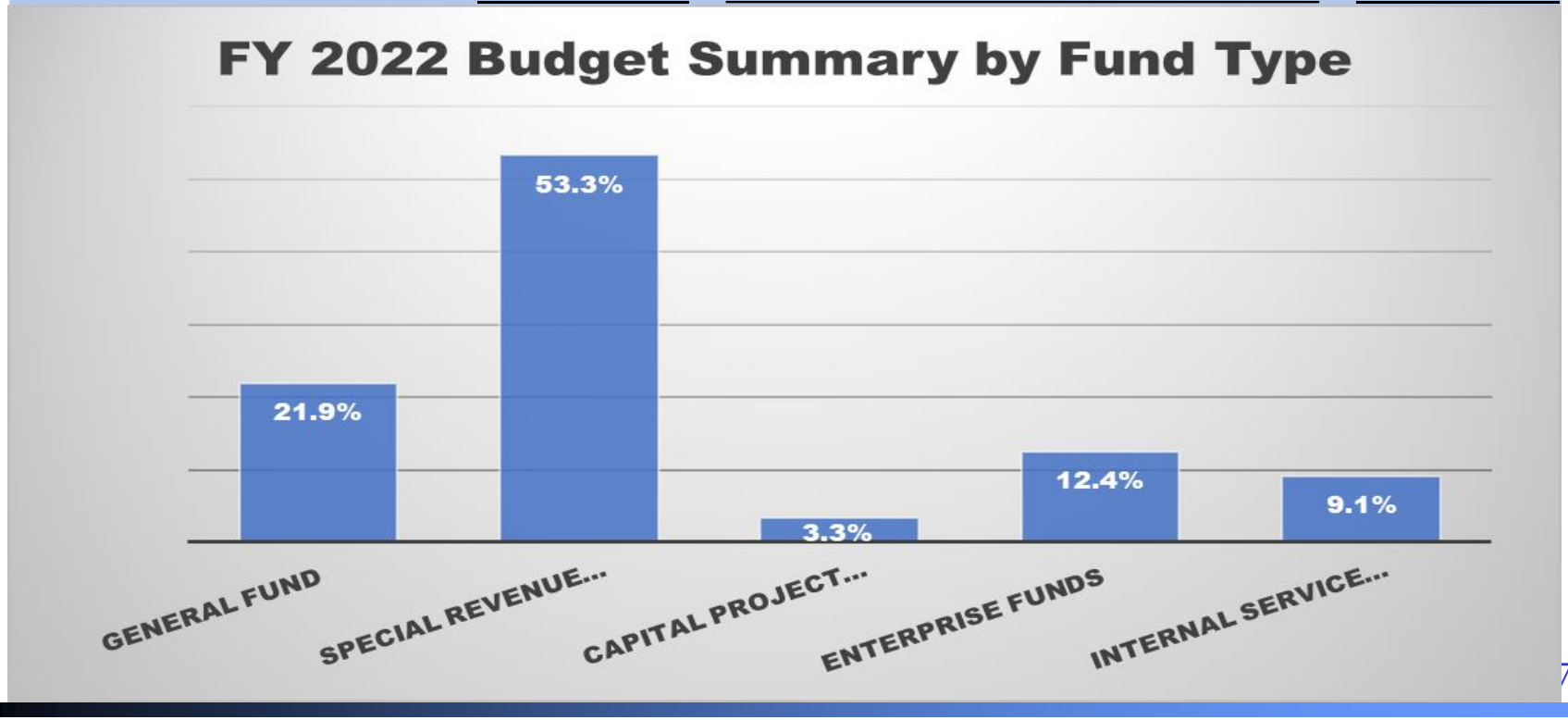
FUND TYPE	FUND DESCRIPTION
Fiduciary	• Funds that account for resources that governments hold in trust for individuals or other governments in a trust capacity
Component Units	• Separate governmental units for which the elected officials of the City are financially accountable

Budget Summary

	Governmental Funds	Proprietary Funds	Component Units	Total All Funds
REVENUES				
Taxes	$ 57,474,600	$ -	$ 1,925,000	$ 59,399,600
Licenses & Permits	1,763,650	-	-	1,763,650
Fines & Forfeitures	799,200	-	-	799,200
Service Charges & User Fees	3,555,450	23,562,415	-	27,117,865
Charges & Assessments	1,000,564	8,657,557	-	9,658,121
Other Income & Donations	2,054,200	542,500	500	2,597,200
Intergovernmental	17,101,201	1,442,543	-	18,543,744
TOTAL REVENUES	**$ 83,748,865**	**$ 34,205,015**	**$ 1,925,500**	**$ 119,879,380**
EXPENDITURES				
General Government	$ 7,125,707	$ 11,300,486	$ 176,500	$ 18,602,693
Public Safety	31,310,970	1,882,922	-	33,193,892
Public Works	2,581,709	2,816,750	-	5,398,459
Highways & Streets	38,087,861	-	-	38,087,861
Environmental	2,978,966	10,844,746	-	13,823,712
Health Services	2,742,079	-	-	2,742,079
Culture & Recreation	6,811,208	813,265	-	7,624,473
Social Services	3,067,947	-	-	3,067,947
Debt Service	-	301,921	-	301,921
Infrastructure/Economic Development	4,545,000	-	-	4,545,000
TOTAL EXPENDITURES	**$ 99,251,447**	**$ 27,960,090**	**$ 176,500**	**$ 127,388,037**
EXCESS REVENUES OVER (UNDER) EXPEN.	**$ (15,502,582)**	**$ 6,244,925**	**$ 1,749,000**	**$ (7,508,657)**
OTHER FINANCING SOURCES (USES)				
Transfers In	$ 8,266,521	$ 845,500	$ -	9,112,021
Transfers Out	(10,895,705)	(1,804,507)	-	(12,700,212)
TOTAL OTHER FINANCING SOURCES (USES)	**$ (2,629,184)**	**$ (959,007)**	**$ -**	**$ (3,588,191)**
NET CHANGE IN FUND BALANCE	**$ (18,131,766)**	**$ 5,285,918**	**$ 1,749,000**	**$ (11,096,848)**
FUND BALANCE, BEGINNING OF YEAR	**$ 82,442,715**	**$ 152,097,869**	**$ 14,795,669**	**$ 249,336,253**
FUND BALANCE, END OF YEAR	**$ 64,310,949**	**$ 157,383,787**	**$ 16,544,669**	**$ 238,239,405**
FUND BALANCE SUMMARY:				
Invested in Capital Assets (Proprietary Funds)	$ -	$ 136,517,388	$ -	$ 136,517,388
Restricted for Debt Service	-	3,703,761	-	3,703,761
Reserved for Equipment Replacement	-	-	-	-
Other Reserves/Designations	17,650,508	-	-	17,650,508
Unrestricted Fund Balance/Net Assets	46,660,441	17,162,638	16,544,669	80,367,748
TOTAL FUND BALANCE SUMMARY	**$ 64,310,949**	**$ 157,383,787**	**$ 16,544,669**	**$ 238,239,405**

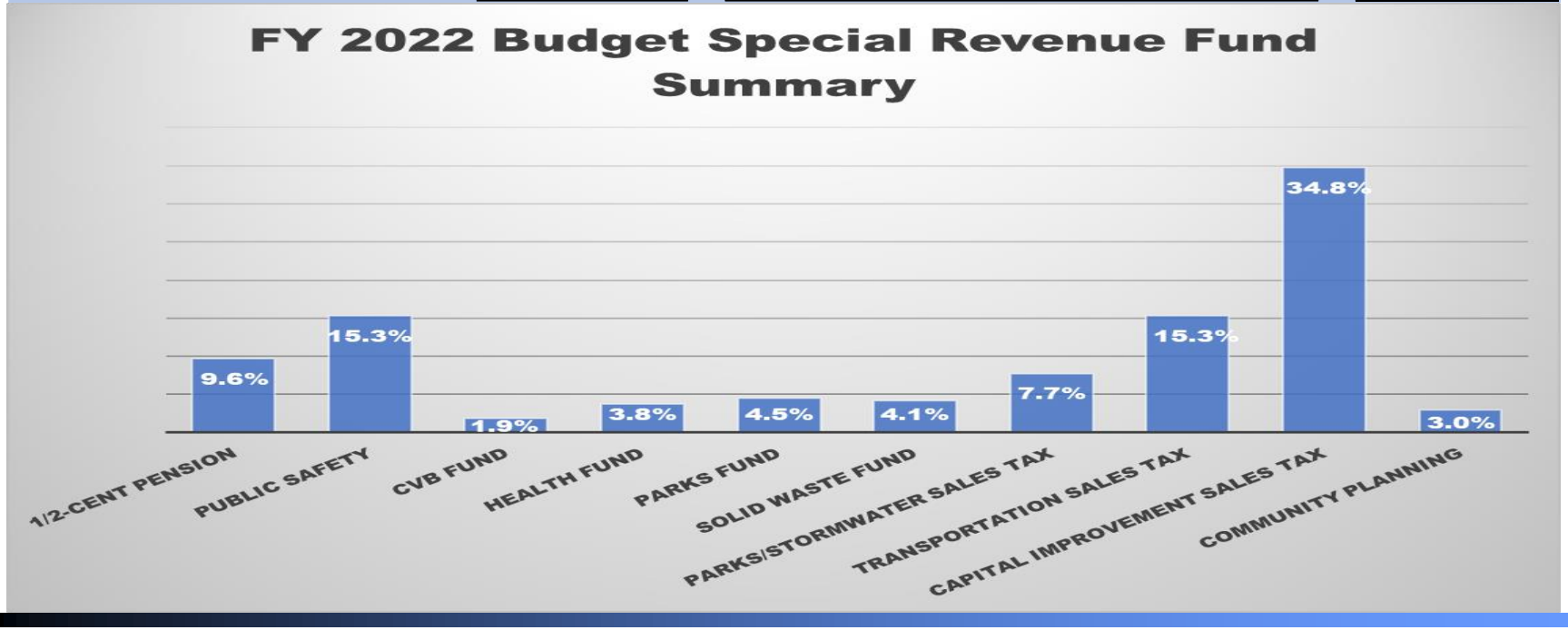
FY 2022 OVERALL BUDGET SUMMARY

Fund Type	FY 2022 Total Revenue	FY 2022 Operational Expenditures	FY 2022 Capital Expenditures	FY 2022 Transfers Out	FY 2022 Total Expenditures
General Fund	$ 30,332,229	$ 24,469,390	$ 654,775	$ 5,588,626	$ 30,712,791
Special Revenue Funds	$ 57,110,157	$ 31,651,686	$ 37,818,096	$ 5,307,079	$ 74,776,861
Capital Project Funds	$ 4,573,000	$ 3,112,500	$ 1,545,000	$ -	$ 4,657,500
Enterprise Funds	$ 22,525,310	$ 15,790,348	$ -	$ 1,671,194	$ 17,461,542
Internal Service Funds	$ 12,525,205	$ 12,669,742	$ -	$ 133,313	$ 12,803,055
Total Funds	$ 127,065,901	$ 87,693,666	$ 40,017,871	$ 12,700,212	$ 140,411,749



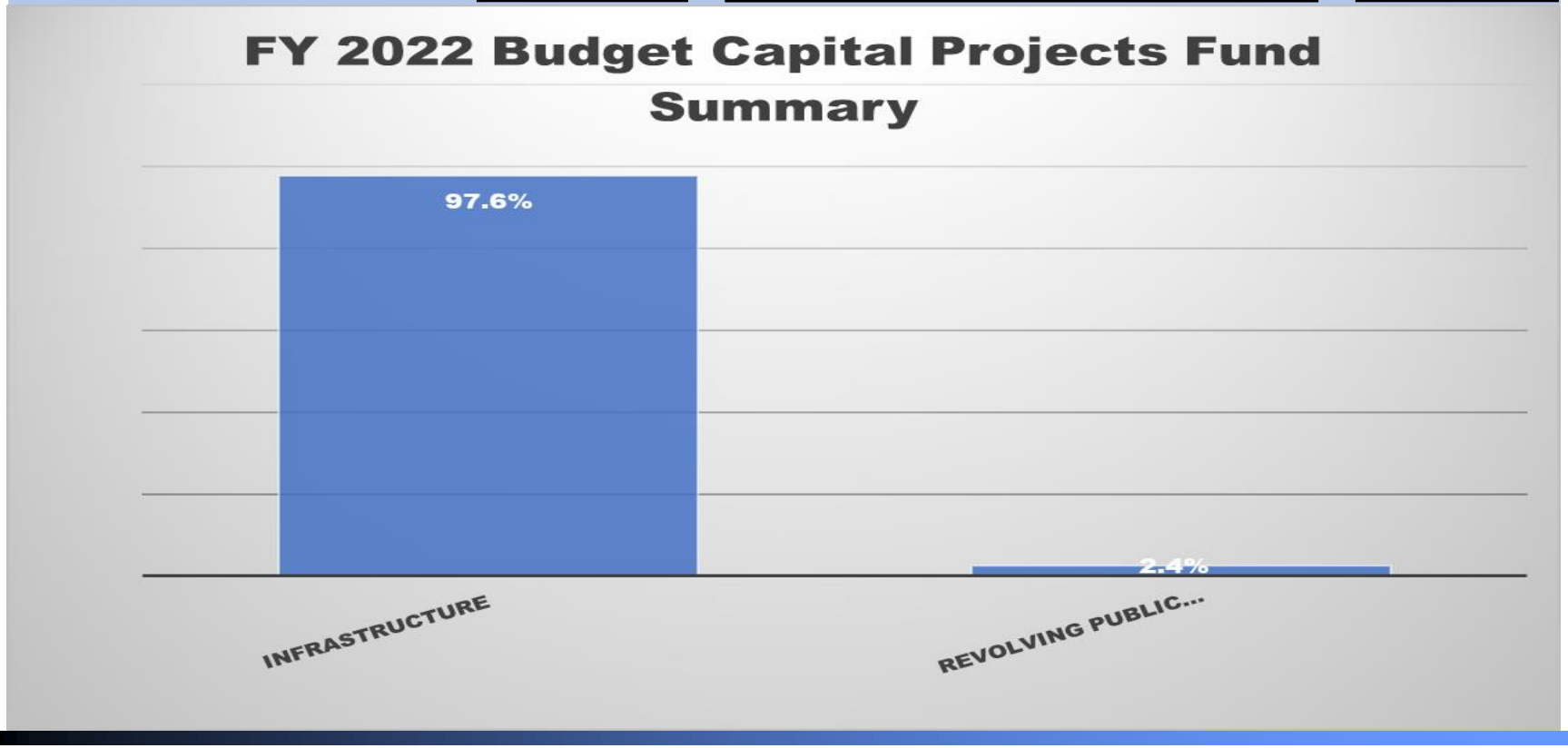
FY 2022 BUDGET SPECIAL REVENUE FUND SUMMARY

FUND	FY 2022 Total Revenue	FY 2022 Operational Expenditures	FY 2022 Capital Expenditures	FY 2022 Transfers Out	FY 2022 Total Expenditures
1/2-Cent Pension	$ 7,714,000	$ 7,214,000	$ -	$ -	$ 7,214,000
Public Safety	$ 7,730,000	$ 4,690,694	$ 5,104,321	$ 1,649,134	$ 11,444,149
CVB Fund	$ 1,416,500	$ 1,274,715	$ 56,000	$ 71,066	$ 1,401,781
Health Fund	$ 2,815,230	$ 2,665,279	$ 76,800	$ 65,402	$ 2,807,481
Parks Fund	$ 3,406,700	$ 3,032,973	$ 243,875	$ 109,369	$ 3,386,217
Solid Waste Fund	$ 3,305,395	$ 3,032,182	$ -	$ 52,329	$ 3,084,511
Parks/Stormwater Sales Tax	$ 1,928,500	$ 896,236	$ 4,545,800	$ 324,164	$ 5,766,200
Transportation Sales Tax	$ 12,667,290	$ 6,097,798	$ 2,857,800	$ 2,487,750	$ 11,443,348
Capital Improvement Sales Tax	$ 6,985,500	$ 521,145	$ 24,932,000	$ 538,853	$ 25,991,998
Community Planning	$ 2,238,372	$ 2,226,664	$ 1,500	$ 9,012	$ 2,237,176
American Rescue Plan Act	$ 6,889,870	$ -	$ -	$ -	$ -
Economic Development Fund	$ 12,800	$ -	$ -	$ -	$ -
Total Special Revenue Funds	$ 57,110,157	$ 31,651,686	$ 37,818,096	$ 5,307,079	$ 74,776,861



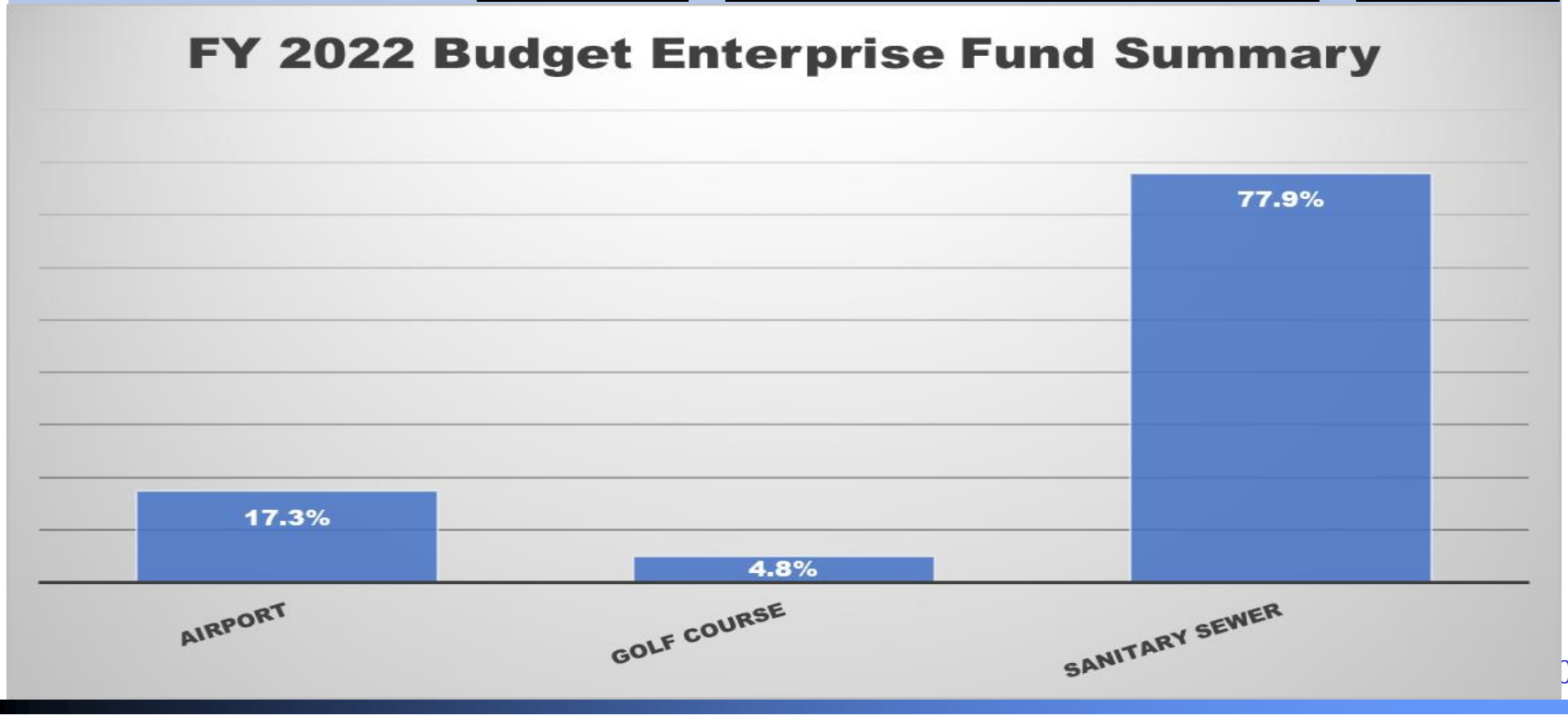
FY 2022 BUDGET CAPITAL PROJECTS FUND SUMMARY

FUND	FY 2022 Total Revenue	FY 2022 Operational Expenditures	FY 2022 Capital Expenditures	FY 2022 Transfers Out	FY 2022 Total Expenditures
Infrastructure	$ 4,530,000	$ 3,000,000	$ 1,545,000	$ -	$ 4,545,000
Revolving Public Improvements	$ 43,000	$ 112,500	$ -	$ -	$ 112,500
Total Capital Projects Funds	$ 4,573,000	$ 3,112,500	$ 1,545,000	$ -	$ 4,657,500



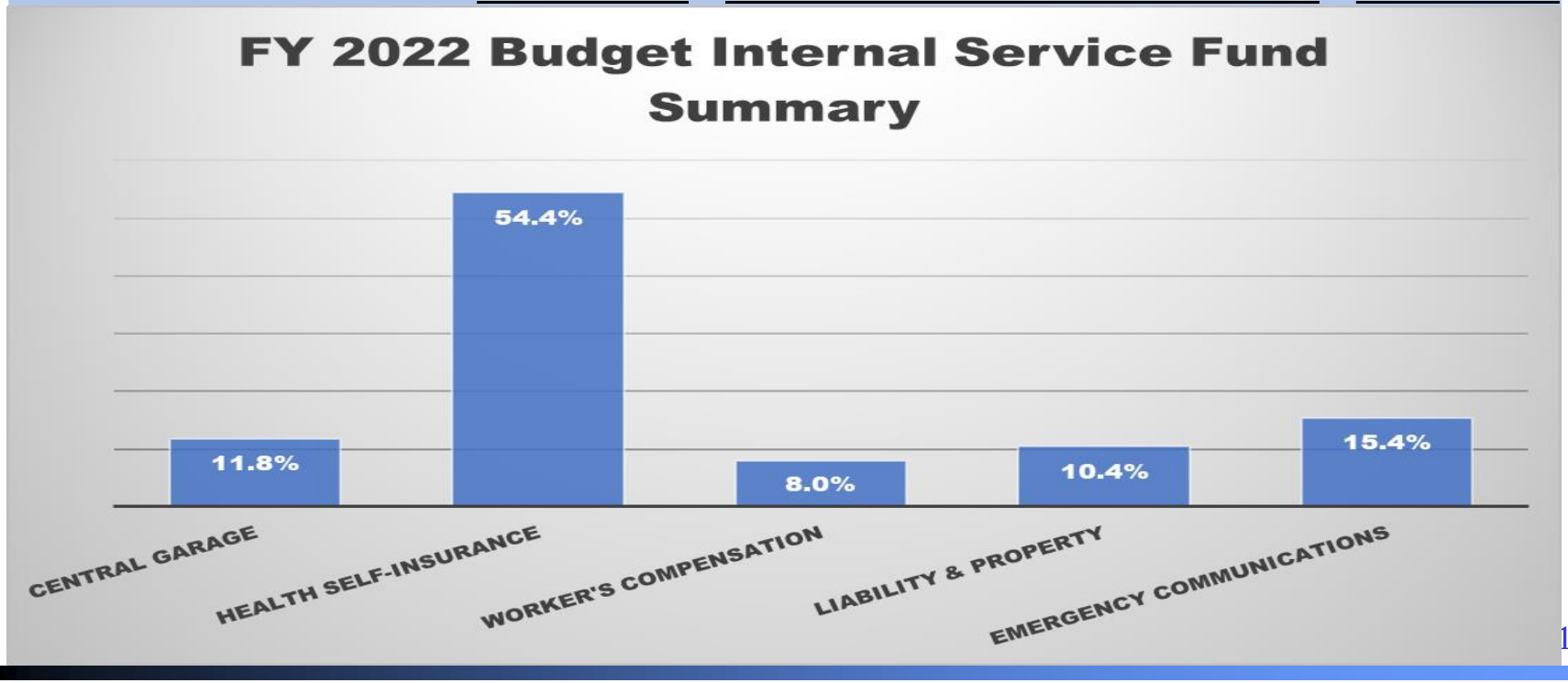
FY 2022 BUDGET ENTERPRISE FUND SUMMARY

FUND	FY 2022 Total Revenue	FY 2022 Operational Expenditures	FY 2022 Capital Expenditures	FY 2022 Transfers Out	FY 2022 Total Expenditures
Airport	$ 2,634,510	$ 2,816,750	$ -	$ 199,637	$ 3,016,387
Golf Course	$ 877,300	$ 813,265	$ -	$ 29,307	$ 842,572
Sanitary Sewer	$ 19,013,500	$ 12,160,333	$ -	$ 1,442,250	$ 13,602,583
Total Enterprises Funds	$ 22,525,310	$ 15,790,348	$ -	$ 1,671,194	$ 17,461,542



FY 2022 BUDGET INTERNAL SERVICE FUND SUMMARY

FUND	FY 2022 Total Revenue	FY 2022 Operational Expenditures	FY 2022 Capital Expenditures	FY 2022 Transfers Out	FY 2022 Total Expenditures
Central Garage	$ 1,577,750	$ 1,467,798	$ -	$ 43,873	$ 1,511,671
Health Self-Insurance	$ 6,500,000	$ 6,967,600	$ -	$ -	$ 6,967,600
Worker's Compensation	$ 1,009,492	$ 1,017,857	$ -	$ -	$ 1,017,857
Liability & Property	$ 1,123,815	$ 1,333,565	$ -	$ -	$ 1,333,565
Emergency Communications	$ 2,314,148	$ 1,882,922	$ -	$ 89,440	$ 1,972,362
Total Internal Service Funds	$ 12,525,205	$ 12,669,742	$ -	$ 133,313	$ 12,803,055



FY 2022 PROPOSED BUDGET ASSUMPTIONS – ALL FUNDS

- 2%-2.5% Step Increase effective on employee's anniversary date for eligible employees-Overall Estimated Cost $273,300
- General Employee LAGERS Rate increased from 12.9% to 13.3%-Overall Estimated Cost $57,000
- Police Employee LAGERS Rate increased from 16.4% to 17.4%-Overall Estimated Cost $38,000
- Fire Employee LAGERS Rate decreased from 19.8% to 17.7% due to Pension Sales Tax one-time contribution of $1,000,000-Overall Estimated Savings $70,000
- Projected increase in Employee Insurance Benefits-Overall Estimated Cost $169,000

REVENUE HIGHLIGHTS – ALL FUNDS

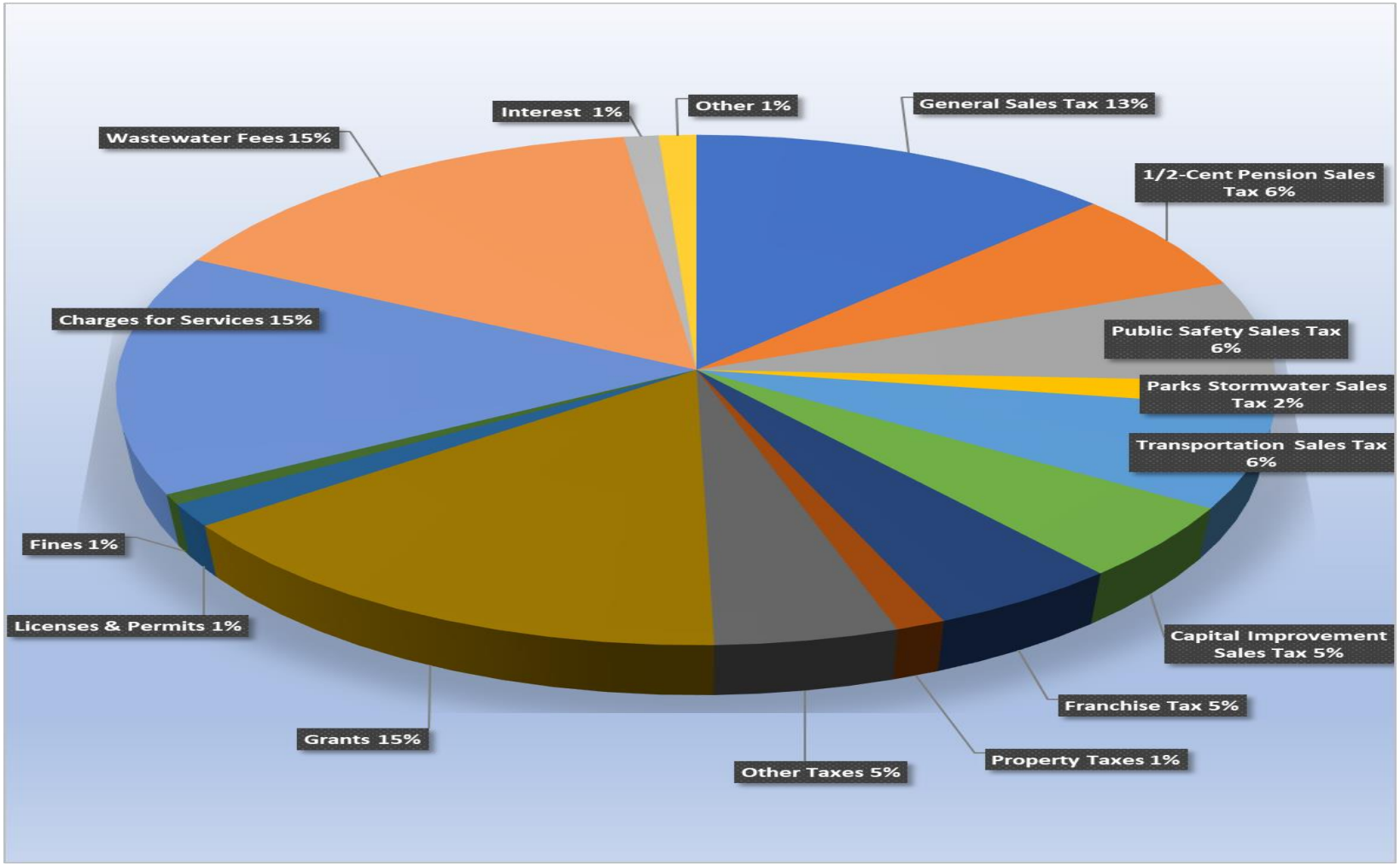
- **Sales Tax**
  - Projected Sales Tax increase in the FY 2022 Budget is 1.5% from 2020 actuals

  - Revenue generated from the 1.0% General Sales Tax, 0.5% Pension Sales Tax, 0.5% Public Safety General Sales Tax, 0.5% Transportation Sales Tax, .25% Parks & Stormwater Sales Tax and .375% Capital Improvement Sales Tax is expected to be approximately $46.3 million in FY 2021.
  - Parks & Stormwater Sales Tax is budgeted for a half-year, due to the scheduled expiration date

REVENUES – ALL FUNDS
FY 2022 Proposed Budget

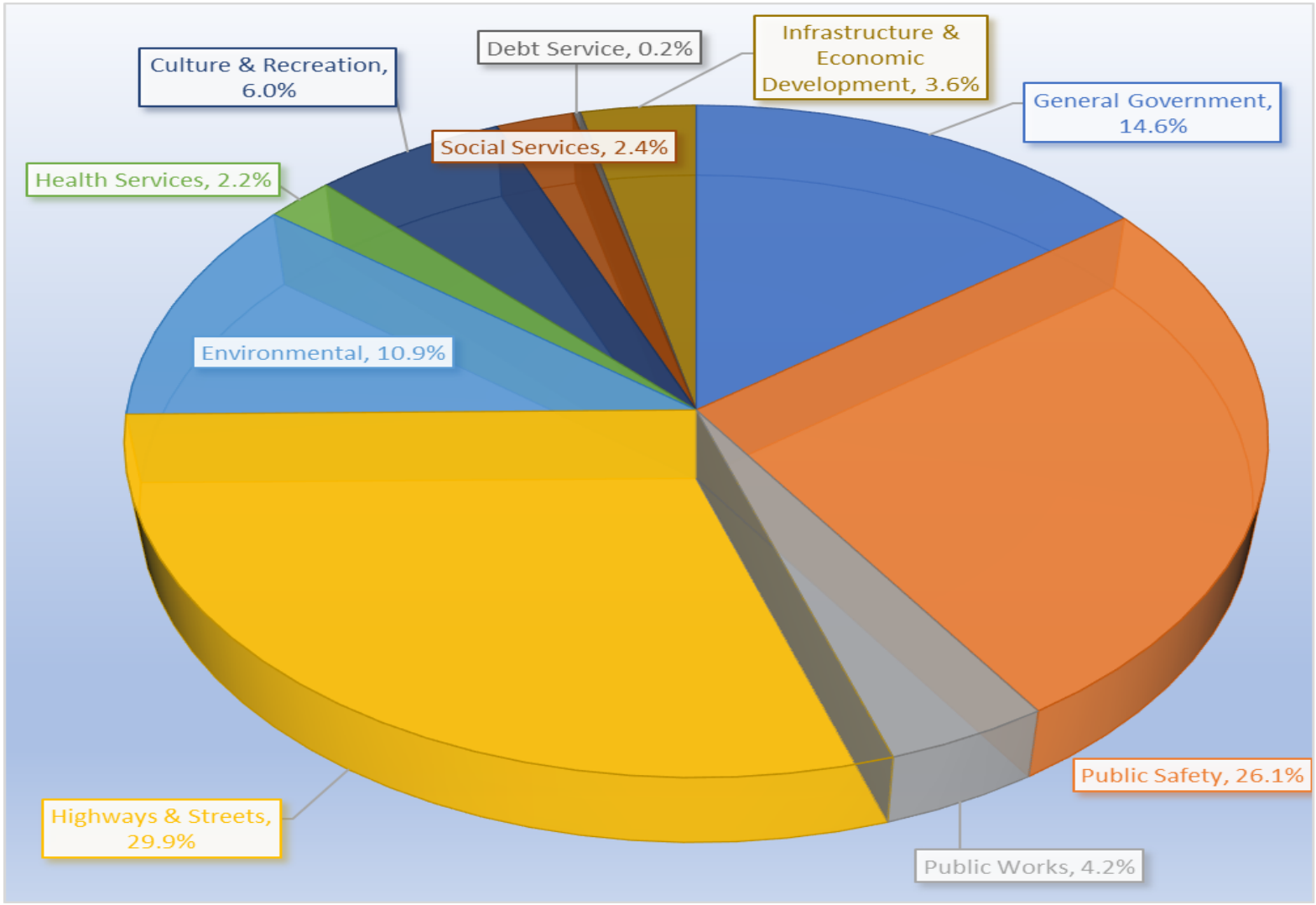
General Sales Tax	$	15,428,000
1/2-Cent Pension Sales Tax		7,714,000
Public Safety Sales Tax		7,714,000
Parks & Stormwater Sales Tax		1,928,500
Transportation Sales Tax		7,714,000
Capital Improvement Sales Tax		5,785,500
Utility Franchise Tax		5,885,000
Property Taxes		1,530,600
Other Taxes		5,700,000
Intergovernmental (Grants)		18,543,744
Licenses & Permits		1,763,650
Fines & Forfeitures		799,200
Charges for Services		18,275,986
Wastewater Fees		18,500,000
Interest Earnings		1,245,700
Other Income		1,351,500
TOTAL REVENUE	**$**	**119,879,380**

TOTAL REVENUE BY TYPE – ALL FUNDS
FY 2022 Proposed Budget



EXPENDITURES BY FUNCTION – ALL FUNDS

FY 2022 Proposed Budget



POSITION SUMMARY – ALL FUNDS
FY 2022 PROPOSED BUDGET

FY 2022 POSITIONS BY FUND SUMMARY

FUND TYPE	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 PROPOSED	PROPOSED CHANGE
General Fund	258.95	258.95	259.90	0.95
Special Revenue Funds	220.30	221.75	221.75	-
Enterprise Funds	76.25	76.25	76.25	-
Internal Service Funds	27.60	27.60	26.80	(0.80)
Total Positions by Fund	583.10	584.55	584.70	0.15

FTE Proposed Changes:

General Fund: Add Intern .15 FTE and Human Resources Funding Change .80FTE

Internal Service Funds: .80 Reduction due to Human Resources Funding Change

Positions by Fund

Full-Time Equivalent (FTE)

	FYE 2020 Actual	FYE 2021 Actual	FY 2022 Proposed Budget
GENERAL FUND			
City Manager	4.00	4.00	4.15
City Clerk	2.00	2.00	2.00
Legal Services	6.25	6.25	6.25
Human Resources	3.60	3.60	4.40
Building Regulations	6.00	6.00	6.00
Finance	10.00	10.00	10.00
Information Technology	6.00	6.00	6.00
Municipal Court	9.50	9.50	9.50
Public Works	17.40	17.40	17.40
Police	109.80	109.80	109.80
Fire	71.00	71.00	71.00
Cemeteries	7.20	7.20	7.20
Emergency Management	2.00	2.00	2.00
Neighborhood Improvement	4.20	4.20	4.20
Total General Fund	**258.95**	**258.95**	**259.90**
SPECIAL REVENUE FUNDS			
Public Safety Sales Tax	55.00	55.00	55.00
Convention & Tourism	4.25	4.25	4.25
Health & Welfare	31.80	31.80	31.80
Parks & Recreation	39.65	42.65	42.65
Solid Waste Management	4.20	4.20	4.20
Parks & Stormwater Sales Tax	15.50	15.35	15.35
Transportation Sales Tax	59.20	59.20	59.20
Capital Improvements Sales Tax	1.90	1.75	1.75
Community Planning	8.80	7.55	7.55
Total Special Revenue Funds	**220.30**	**221.75**	**221.75**
ENTERPRISE FUNDS			
Regional Airport	12.80	12.80	12.80
Municipal Golf Course	10.50	10.50	10.50
Sanitary Sewer	52.95	52.95	52.95
Total Enterprise Funds	**76.25**	**76.25**	**76.25**
INTERNAL SERVICE FUNDS			
Central Garage	4.20	4.20	4.20
Worker's Compensation	0.80	0.80	0.30
Liability & Property Self-Insurance	0.60	0.60	0.30
Emergency Communications	22.00	22.00	22.00
Total Internal Service Funds	**27.60**	**27.60**	**26.80**
TOTAL FTE - ALL FUNDS	**583.10**	**584.55**	**584.70**
Not Included in FTE Count:			
One Public Defender in Municipal Court (Contract)			
Nine City Councilors (Stipend)			

PROPOSED PERSONNEL CHANGES
FY 2022 PROPOSED BUDGET

- All Funds:
  - Add Intern to City Manager Budget in General Fund (.15 FTE)
  - Change in Funding (.80 FTE) to Human Resources in General Fund from Worker's Compensation Fund & Liability Insurance Fund

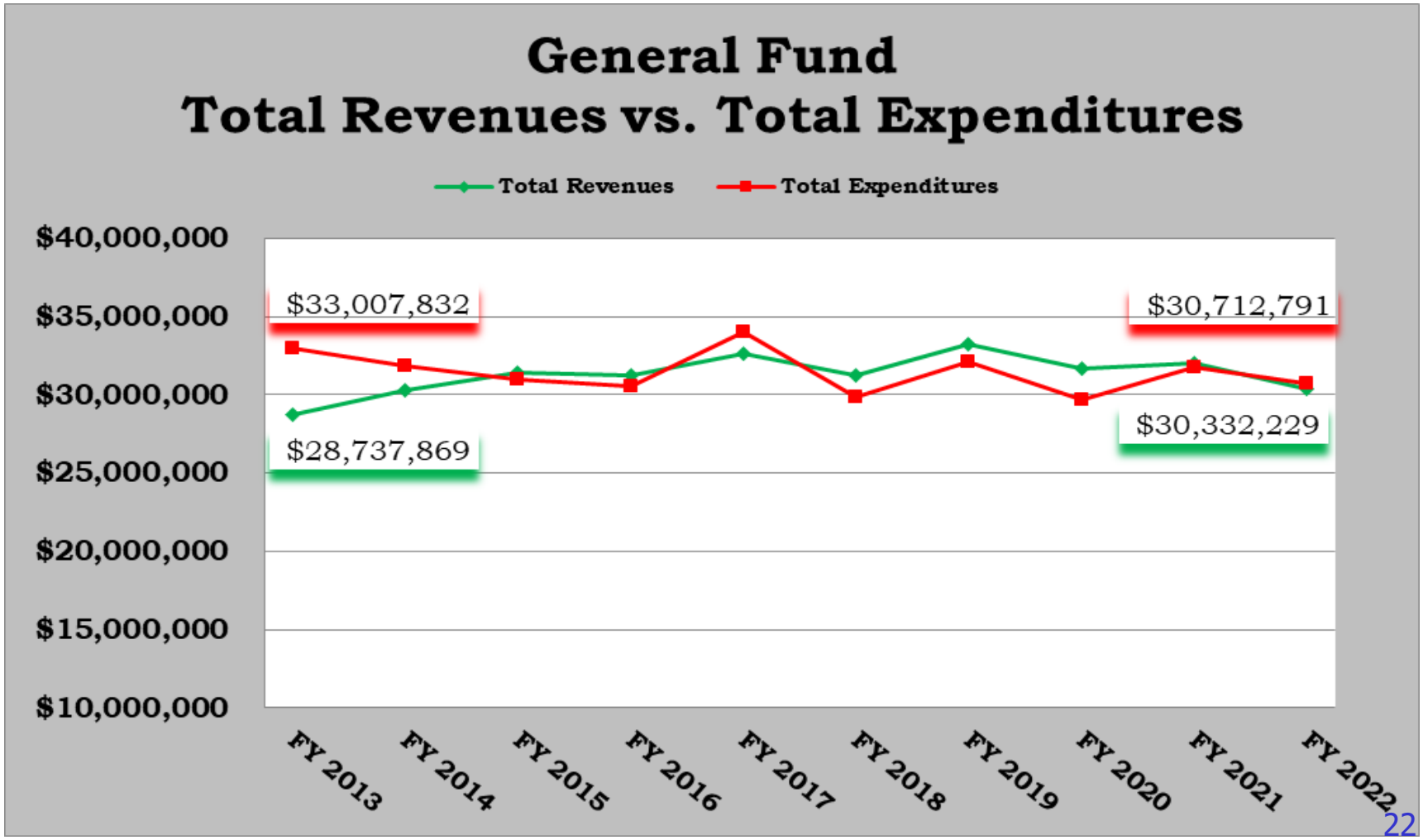
KEY ACCOMPLISHMENTS IN FY 2021

- Development & Adoption of City Council Vision & Goals
- Development of Action Plans to Achieve City Council Goals
- Continued Improvement of Compensation for City Employees
- Completion of Memorial Hall Study, Ewert Pool Study, Parks Master Plan and Stormwater Master Plan
- Election for Renewal of ¼-Cent Parks/Stormwater Sales Tax and Preparation for Use Tax Initiative
- Began Migration to Voice Over Internet Phone (VOIP)
- Transitioned to required State Court Software System
- Continued COVID-19 Response through Vaccinations, Contact Tracing, Case Investigations and Testing
- Continuation of Migration to Online Building Permit Option
- Completed Transit Master Plan, Fiber & Connectivity Gap Analysis for SMART City Plan, Analysis of Street Network to accommodate separated bike lanes, ADA Transition Plan and Housing Study
- Conducted Police and Fire Resource Allocation Studies
- Awarded and Implemented Trash & Recycling Contracts
- Supported 10th year Remembrance of the 2011 EF-5 Tornado

FY 2022 KEY INITIATIVES OTHER FUNDS

- Continuation of Parks Beautification and Enhancement Program
- Continuation of Volunteer Recruitment Efforts for Adopt-A-Park Program
- Continuation of Development & Implementation of SMART City Plan
- Complete Installation of Public Safety Street Lights
- Complete Tourism Venue Economic Development Study
- Upgrade Wayfinding Graphics, Add Grand Falls Wayfinding & Tri-State Marker
- Continue COVID-19 efforts including Vaccinations, Case Investigations, Community Partnerships & Adaptation to New Developments
- Research Park Outdoor Programming Options & Create Community Fitness Program
- Conduct Community Health Needs Assessment
- Review of Current Sign Code & Implement Zoning Code
- Continuation of Evaluation & Planning for Future Growth
- Complete Solid Waste Master Plan
- Continue to Complete Projects on Current Parks & Stormwater Sales Tax List
- Implement Assessment & Remediation from ADA Transition Plan
- Complete Multi-Modal Master Plan, Traffic Signal Master Plan and Facilities Master Plan for CIP Renewal
- Continue to Complete Projects on Current Capital Improvements Sales Tax List
- Continue Reconstruction of Runway 18/36
- Continue Airport Marketing Initiative for Joplin flights
- Host Schifferdecker Golf Course 100-Year Anniversary
- Reduction of Inflow & Infiltration (I&I) on the private side through two Pilot Programs
- Evaluate & Assess Emergency Communications Operations

GENERAL FUND
FY 2022 PROPOSED BUDGET

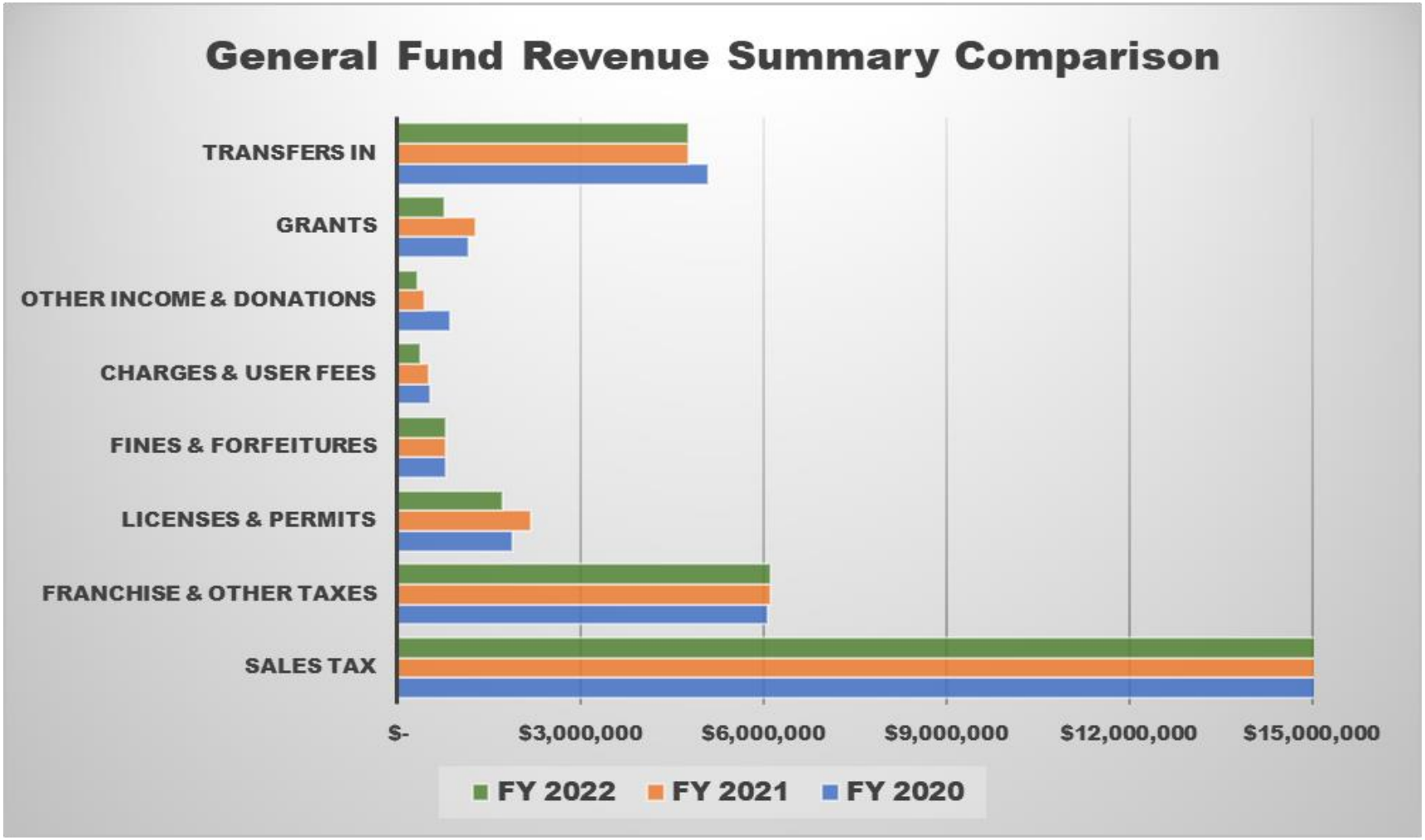


GENERAL FUND REVENUES
FY 2022 PROPOSED BUDGET

FY 2022 BUDGET GENERAL FUND REVENUES

GENERAL FUND REVENUE	FY 2020 ACTUAL	FY 2021 ESTIMATED	FY 2022 BUDGET	PROPOSED CHANGE AMOUNT	%
Sales Tax	$ 15,199,077	$ 15,900,000	$ 15,428,000	$ (472,000)	-3.0%
Franchise & Other Taxes	$ 6,078,315	$ 6,120,000	$ 6,120,000	$ -	0.0%
Licenses & Permits	$ 1,900,296	$ 2,193,100	$ 1,737,350	$ (455,750)	-20.8%
Fines & Forfeitures	$ 791,900	$ 799,200	$ 799,200	$ -	0.0%
Charges & User Fees	$ 547,978	$ 527,449	$ 367,464	$ (159,985)	-30.3%
Other Income & Donations	$ 867,696	$ 453,065	$ 330,400	$ (122,665)	-27.1%
Grants	$ 1,167,852	$ 1,296,203	$ 779,794	$ (516,409)	-39.8%
Transfers In	$ 5,100,481	$ 4,768,227	$ 4,770,021	$ 1,794	0.0%
Total General Fund Revenue	$ 31,653,595	$ 32,057,244	$ 30,332,229	$ (1,725,015)	-5.4%

GENERAL FUND REVENUES
FY 2022 PROPOSED BUDGET



GENERAL FUND REVENUES
MAJOR REVENUE SOURCES

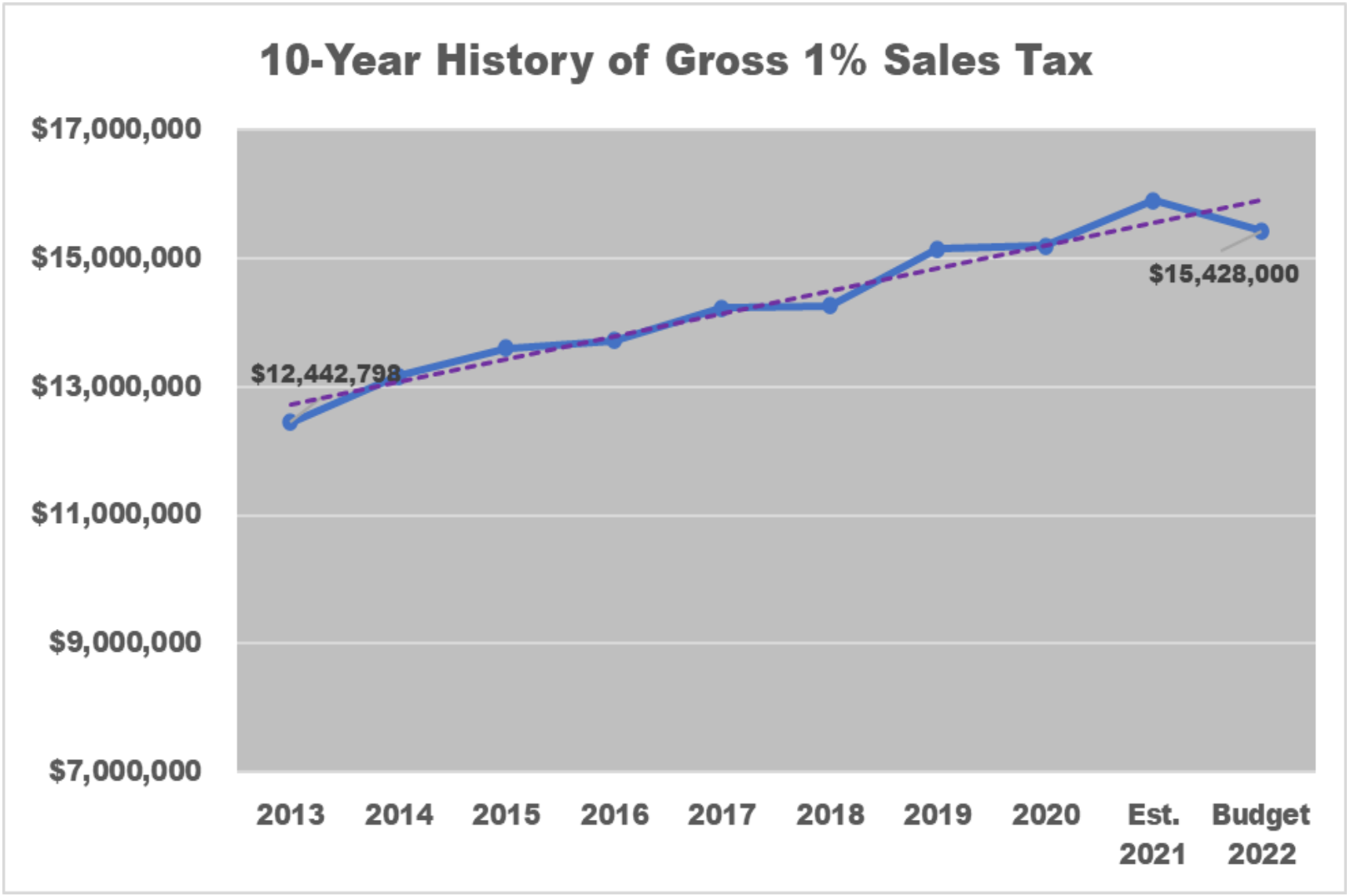
10-YEAR HISTORY OF GROSS 1% SALES TAX

FISCAL YEAR	AMOUNT	YEARLY % CHANGE
2013	$ 12,442,798	-3.2%
2014	$ 13,169,209	5.8%
2015	$ 13,604,721	3.3%
2016	$ 13,726,267	0.9%
2017	$ 14,230,450	3.7%
2018	$ 14,258,932	0.2%
2019	$ 15,150,748	6.3%
2020	$ 15,199,077	0.3%
Est. 2021	$ 15,900,000	4.6%
Budget 2022	$ 15,428,000	-3.0%
Average Annual Change		1.9%
Ten Year Average Change		22.5%

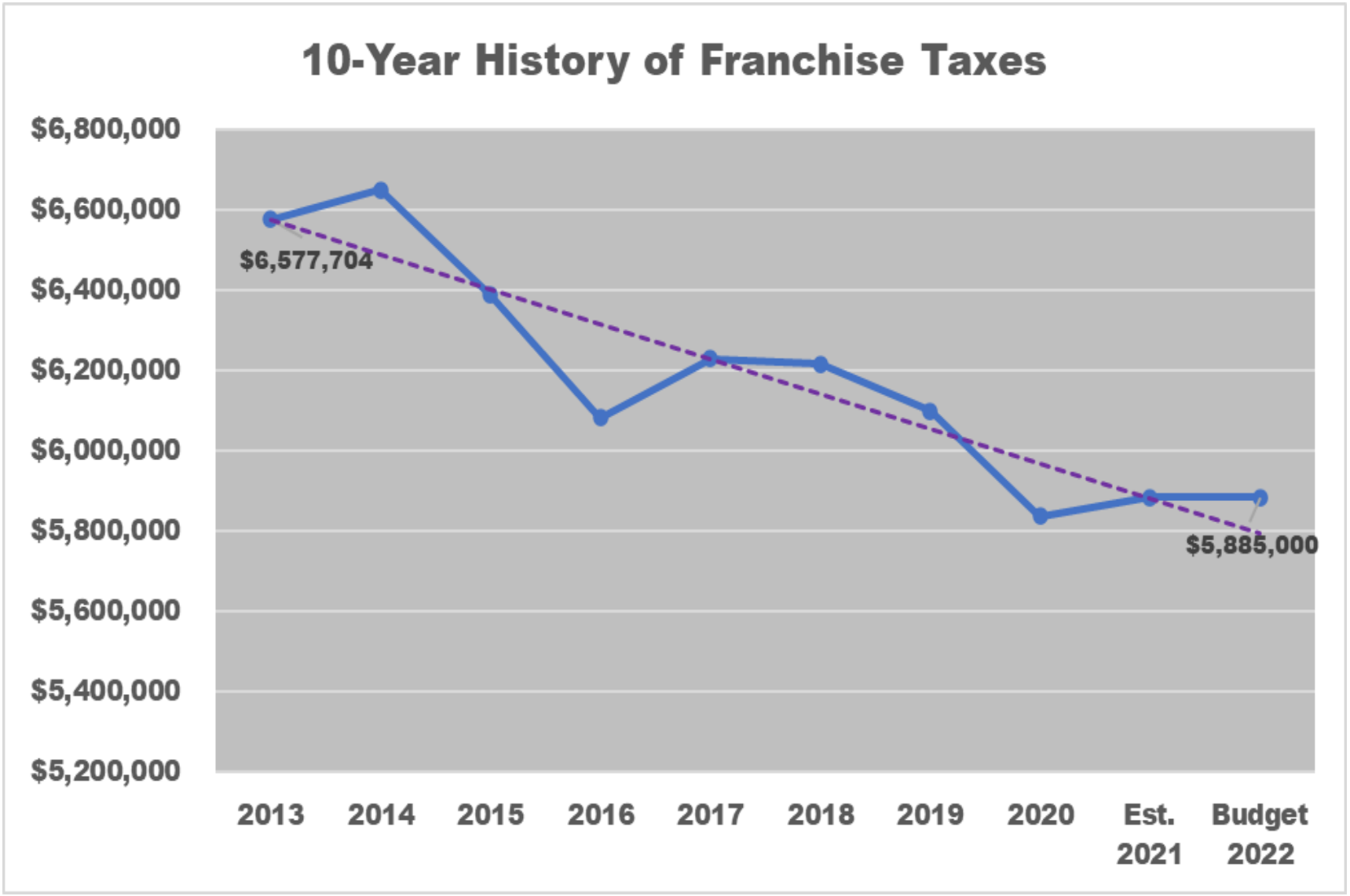
10-YEAR HISTORY OF FRANCHISE TAXES

FISCAL YEAR	AMOUNT	YEARLY % CHANGE
2013	$ 6,577,704	2.7%
2014	$ 6,649,802	1.1%
2015	$ 6,389,210	-3.9%
2016	$ 6,082,435	-4.8%
2017	$ 6,229,719	2.4%
2018	$ 6,216,670	-0.2%
2019	$ 6,099,376	-1.9%
2020	$ 5,837,234	-4.3%
Est. 2021	$ 5,885,000	0.8%
Budget 2022	$ 5,885,000	0.0%
Average Annual Change		-0.8%
Ten Year Average Change		-15.1%

1% GENERAL GROSS SALES TAX

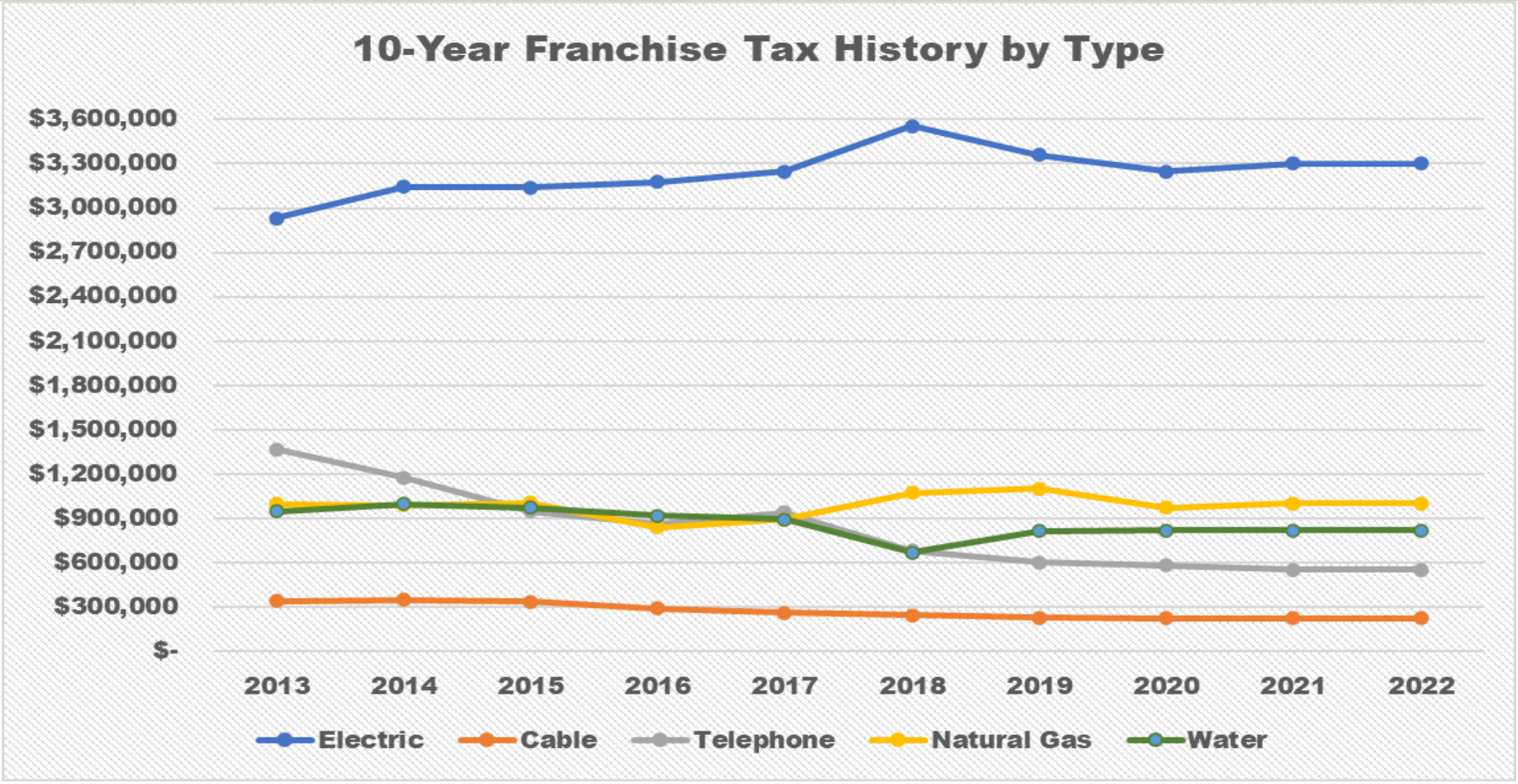


FRANCHISE TAXES



10-YEAR HISTORY OF FRANCHISE TAXES BY TYPE

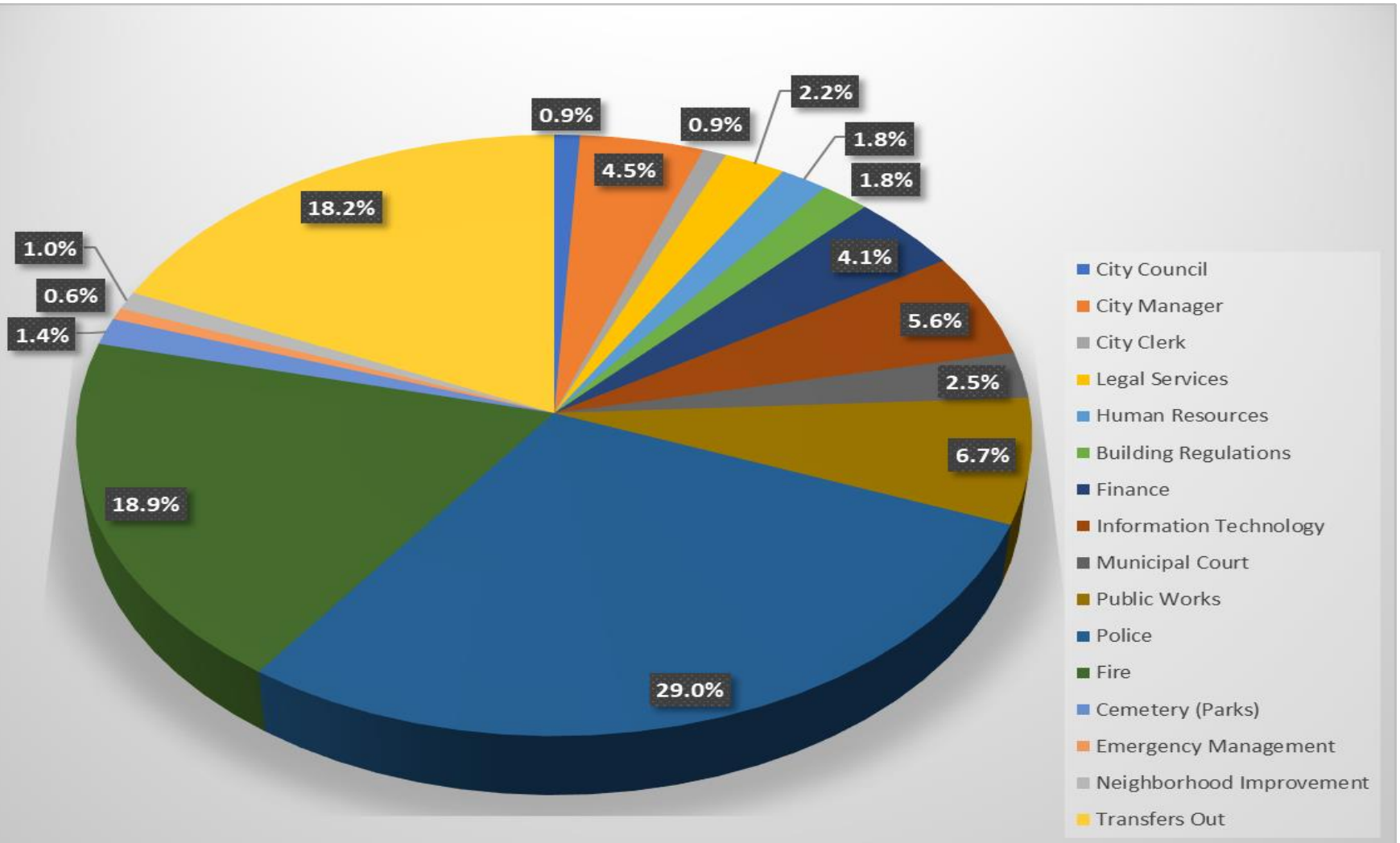
FRANCHISE FEE	2013	2014	2015	2016	2017	2018	2019	2020	Est. 2021	Budget 2022
Electric	$ 2,933,474	$ 3,144,617	$ 3,137,646	$ 3,177,136	$ 3,249,568	$3,556,350	$3,362,154	$3,247,194	$3,300,000	$3,300,000
Cable	$ 336,318	$ 346,330	$ 332,852	$ 288,528	$ 258,800	$ 240,193	$ 225,002	$ 222,312	$ 220,000	$ 220,000
Telephone	$ 1,367,020	$ 1,175,359	$ 944,718	$ 862,156	$ 937,164	$ 680,108	$ 598,596	$ 577,362	$ 550,000	$ 550,000
Natural Gas	$ 993,913	$ 988,252	$ 1,002,529	$ 837,026	$ 891,534	$1,071,124	$1,101,139	$ 972,711	$1,000,000	$1,000,000
Water	$ 946,979	$ 995,245	$ 971,465	$ 917,588	$ 892,653	$ 668,895	$ 812,485	$ 817,655	$ 815,000	$ 815,000
Total Franchise Taxes	$ 6,577,704	$ 6,649,803	$ 6,389,210	$ 6,082,434	$ 6,229,719	$6,216,670	$6,099,376	$5,837,234	$5,885,000	$5,885,000



GENERAL FUND EXPENDITURES
BY DEPARTMENT

FY 2022 BUDGET GENERAL FUND EXPENDITURES BY DEPARTMENT

DEPARTMENT	FY 2020 ACTUAL	FY 2021 ESTIMATED	FY 2022 BUDGET	PROPOSED CHANGE AMOUNT	%
City Council	$ 193,927	$ 574,705	$ 285,832	$ (288,873)	-50.3%
City Manager	$ 703,603	$ 944,530	$ 1,385,955	$ 441,425	46.7%
City Clerk	$ 222,788	$ 251,250	$ 261,343	$ 10,093	4.0%
Legal Services	$ 622,021	$ 680,909	$ 685,684	$ 4,775	0.7%
Human Resources	$ 385,033	$ 402,876	$ 537,494	$ 134,618	33.4%
Building Regulations	$ 482,053	$ 542,109	$ 545,004	$ 2,895	0.5%
Finance	$ 1,191,134	$ 1,247,436	$ 1,249,610	$ 2,174	0.2%
Information Technology	$ 1,745,730	$ 1,804,029	$ 1,716,198	$ (87,831)	-4.9%
Municipal Court	$ 682,118	$ 796,563	$ 759,542	$ (37,021)	-4.6%
Public Works	$ 1,872,748	$ 2,024,924	$ 2,069,209	$ 44,285	2.2%
Police	$ 9,016,373	$ 9,211,372	$ 8,899,029	$ (312,343)	-3.4%
Fire	$ 6,162,230	$ 6,751,961	$ 5,802,926	$ (949,035)	-14.1%
Cemetery (Parks)	$ 432,612	$ 428,485	$ 440,727	$ 12,242	2.9%
Emergency Management	$ 171,220	$ 211,430	$ 190,833	$ (20,597)	-9.7%
Neighborhood Improvement	$ 238,933	$ 293,723	$ 294,779	$ 1,056	0.4%
Transfers Out	$ 5,569,300	$ 5,611,126	$ 5,588,626	$ (22,500)	-0.4%
Total General Fund Expenditures	$ 29,691,823	$ 31,777,428	$ 30,712,791	$ (1,064,637)	-3.4%



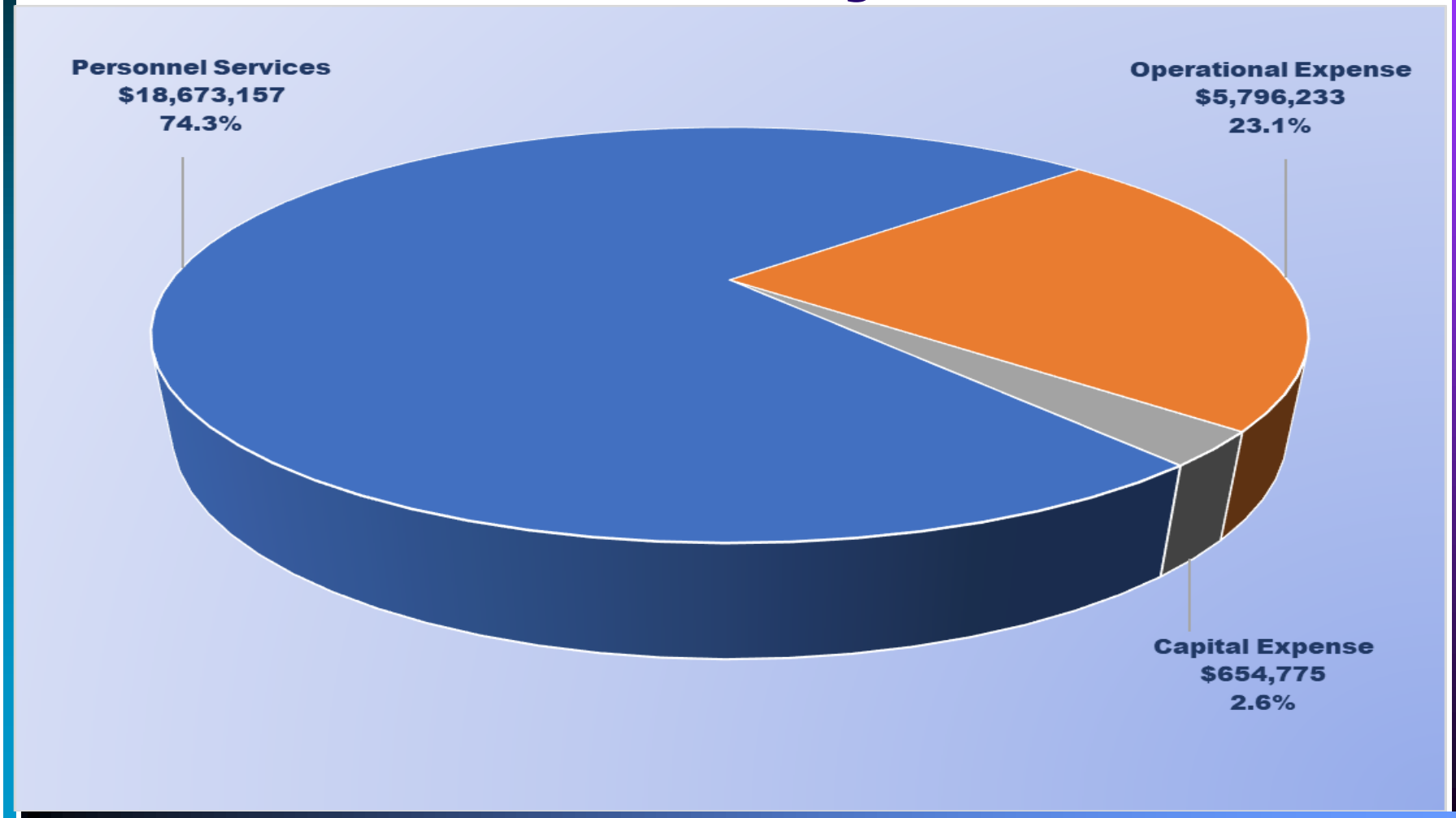
General Fund Expenditure Share by Department

GENERAL FUND EXPENDITURES
BY CATEGORY

GENERAL FUND EXPENDITURES BY CATEGORY

CATEGORY	FY 2020 ACTUAL	FY 2021 ESTIMATED	FY 2022 BUDGET	PROPOSED CHANGE AMOUNT	PROPOSED CHANGE %
Personnel Services	$ 17,179,848	$ 18,410,005	$ 18,673,157	$ 263,152	1.4%
Operational Supplies	$ 4,078,802	$ 4,285,351	$ 4,538,596	$ 253,245	5.9%
Other Purchases/Services	$ 1,318,499	$ 1,528,670	$ 1,257,637	$ (271,033)	-17.7%
Capital Outlay	$ 1,545,368	$ 1,942,276	$ 654,775	$ (1,287,501)	-66.3%
Transfers Out	$ 5,569,300	$ 5,611,126	$ 5,588,626	$ (22,500)	-0.4%
Total GF Expenditures	$ 29,691,817	$ 31,777,428	$ 30,712,791	$ (1,064,637)	-3.4%

GENERAL FUND
TOTAL EXPENDITURES
FY 2022 Budget

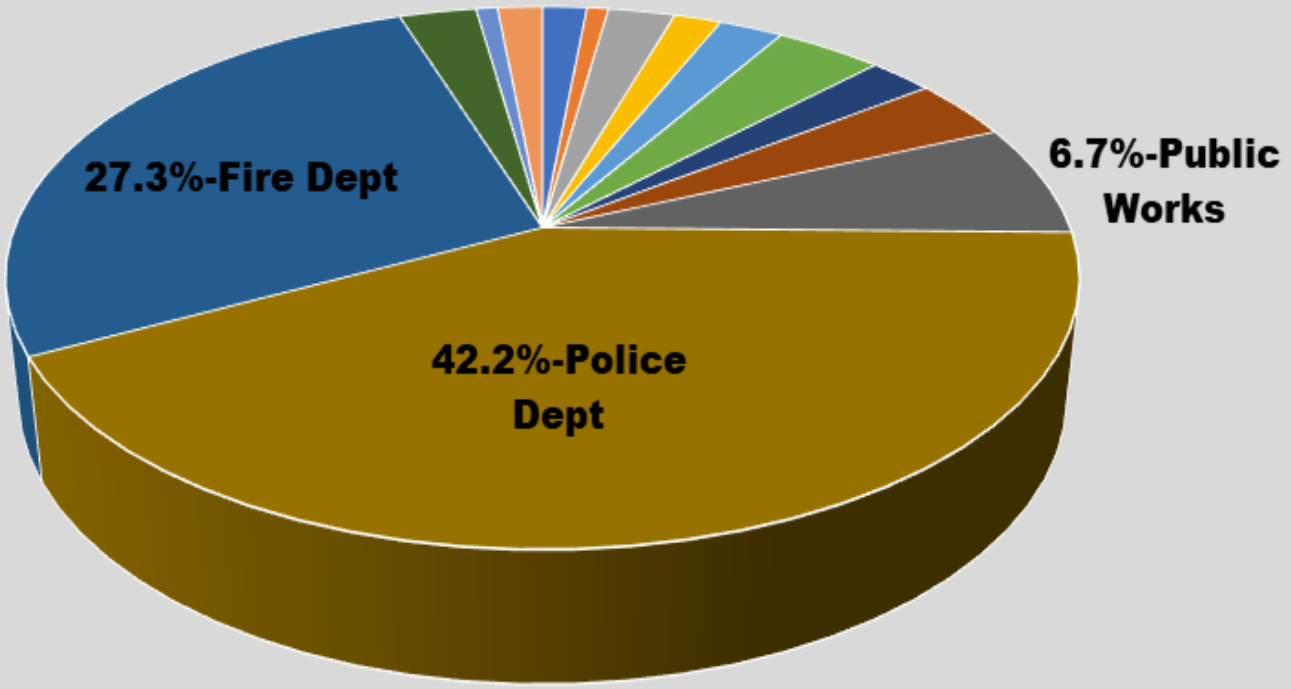


GENERAL FUND
SUMMARY OF POSITIONS BY DEPARTMENT

FY 2022 GENERAL FUND POSITIONS BY DEPARTMENT

DEPARTMENT	FY 2020 ACTUAL	FY 2021 ACTUAL	FY 2022 PROPOSED	PROPOSED CHANGE	% OF TOTAL
City Manager	4.00	4.00	4.15	0.15	1.6%
City Clerk	2.00	2.00	2.00	-	0.8%
Legal Services	6.25	6.25	6.25	-	2.4%
Human Resources	3.60	3.60	4.40	0.80	1.7%
Building Regulations	6.00	6.00	6.00	-	2.3%
Finance	10.00	10.00	10.00	-	3.8%
Information Technology	6.00	6.00	6.00	-	2.3%
Municipal Court	9.50	9.50	9.50	-	3.7%
Public Works	17.40	17.40	17.40	-	6.7%
Police	109.80	109.80	109.80	-	42.2%
Fire	71.00	71.00	71.00	-	27.3%
Cemeteries	7.20	7.20	7.20	-	2.8%
Emergency Management	2.00	2.00	2.00	-	0.8%
Neighborhood Improvement	4.20	4.20	4.20	-	1.6%
Total GF Positions	258.95	258.95	259.90	0.95	100.0%

FY 2022 General Fund Positions by Department

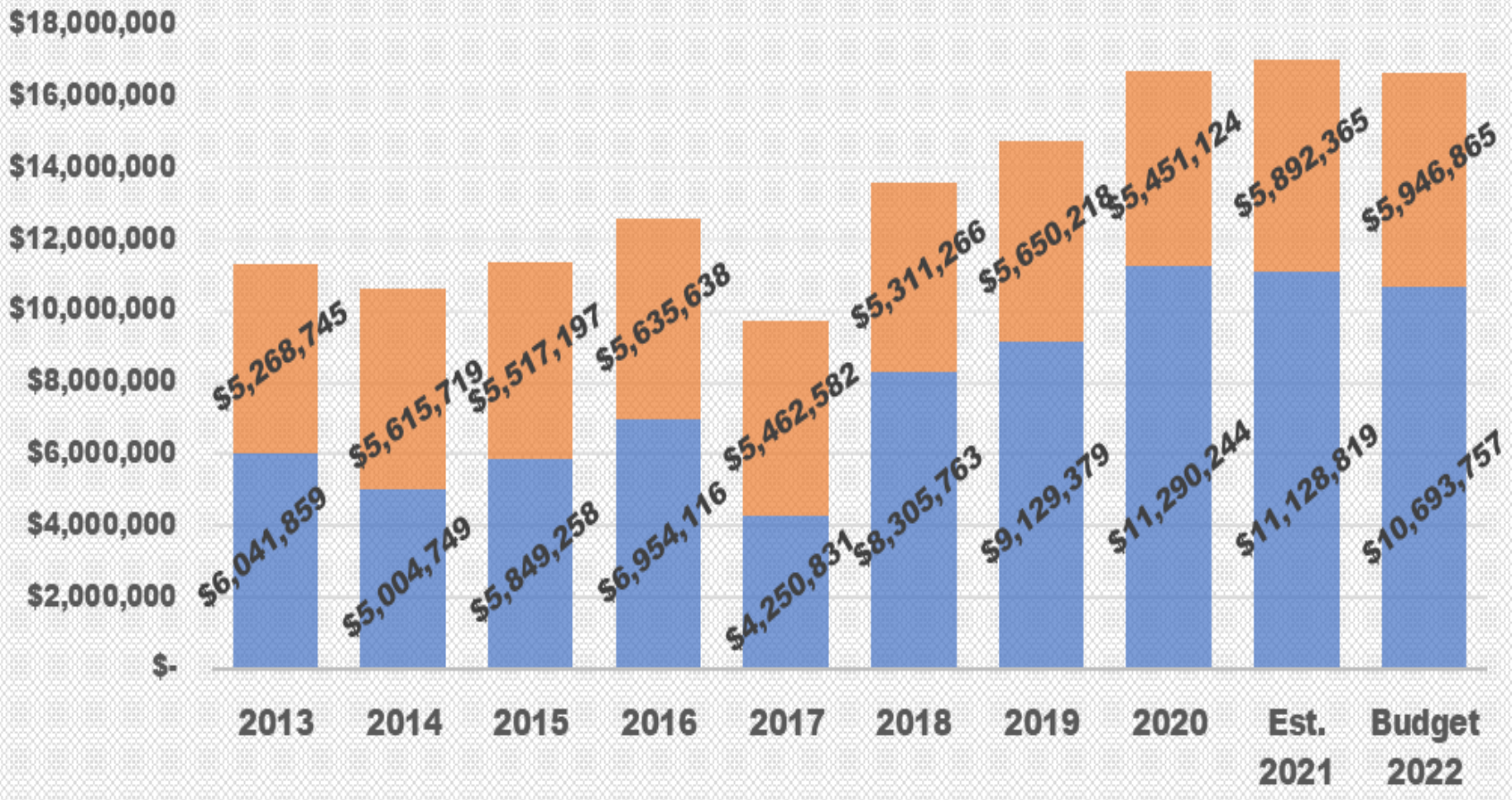


GENERAL FUND
FUND BALANCE

GENERAL FUND 10-YEAR HISTORY OF FUND BALANCE

FISCAL YEAR	UNRESTRICED AMOUNT	CONTINGENCY AMOUNT	TOTAL FUND BALANCE
2013	$ 6,041,859	$ 5,268,745	$ 11,310,604
2014	$ 5,004,749	$ 5,615,719	$ 10,620,468
2015	$ 5,849,258	$ 5,517,197	$ 11,366,455
2016	$ 6,954,116	$ 5,635,638	$ 12,589,754
2017	$ 4,250,831	$ 5,462,582	$ 9,713,413
2018	$ 8,305,763	$ 5,311,266	$ 13,617,029
2019	$ 9,129,379	$ 5,650,218	$ 14,779,597
2020	$ 11,290,244	$ 5,451,124	$ 16,741,368
Est. 2021	$ 11,128,819	$ 5,892,365	$ 17,021,184
Budget 2022	$ 10,693,757	$ 5,946,865	$ 16,640,622

GENERAL FUND 10-YEAR FUND BALANCE HISTORY



FY 2022 KEY INITIATIVES
GENERAL FUND

- Planning Assessment, Public Information & Communications Assessment, and Justice Center Facilities Assessment for Implementation of Action Plans
- November and April Elections
- Museum Strategic Plan Study
- Complete a City-wide Brand Public Service Announcement
- Continue Records Storage Facility Improvements
- Continuation of Migration to Online Building Permit and Business License Options
- Coordination of ARPA Funding
- Continuation of Migration to Voice Over Internet Phone (VOIP)
- Review of Current Property Code Maintenance
- Continuation of Sale of Surplus Property
- Develop & Implement Community Engagement & Policing Plan
- Focus On Vacant/Dilapidated Structures to reduce risk to Community
- Upgrade or Migrate Police & Fire Records Management Systems and CAD System
- Assess & Improve City-wide IT Network Infrastructure and Security
- Continuation of Transition to mandated State Court Software System
- Continuation of Progress towards APWA Accreditation
- Restructure Police Fleet and Develop Fleet Policy
- Revise and Update the Local Emergency Operations Plan

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- General Fund: $ 654,775
  - Various Capital Replacement and New Capital Equipment

- Public Safety Sales Tax Fund: $ 5,104,321
  - Replacement Squad Vehicle & Equipment (13) - $691,405
  - Conversion of Police CAD & RMS Data to New System - $305,250
  - Fire Station #7 - $2,700,000
  - Fire Engine #7 & Equipment - $875,000
  - Replacement Fire Station Alerting System - $342,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Convention & Tourism Fund: $ 56,000
  - Various Capital Replacement and New Capital Equipment
- Health & Welfare Fund: $ 76,800
  - Various Capital Replacement and New Capital Equipment
- Parks & Recreation Fund: $ 243,875
  - Various Capital Replacement and New Capital Equipment

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Parks & Stormwater Sales Tax – Stormwater Projects: $ 4,545,800
  - Minor System Improvements – (Construction) - $300,000
  - Culvert Improvements – Lone Elm & Murphy Blvd. (Construction) - $465,000
  - Ditch & Culvert Improvements, Connecticut between 32nd & 35th (Construction) - $656,000
  - Ditch & Culvert Improvements, Connecticut between 35th & 37th (Construction) - $518,000
  - Channel Improvements, Canterbury Ditch 3rd to 7th (Construction) - $850,000
  - Ditch Improvements, 2nd & Oliver/McCoy (Construction) - $130,000
  - McClelland to Town Green via Tin Cup Trail (Design & Construction) - $275,000
  - Low Water Bridge to Grand Falls Trail (Design & Construction) - $1,210,000

EXPENDITURE HIGHLIGHTS –ALL FUNDS

- Transportation Sales Tax Fund: $ 2,857,800
  - Replacement Front-End Loader - $203,000
  - Replacement Front-End Loader with Quick Connect - $209,000
  - Street Maintenance - $150,000
  - Neighborhood Improvement - $500,000
  - Street Projects (Overlay) - $1,000,000
  - Street Projects (Improve Roanoke Park Road, Landreth Walking Trail & Schifferdecker Park Road - $100,000
  - Replacement Striper - $310,000
  - Replacement 22’ MAPS Vehicle (2) - $156,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Capital Improvement Sales Tax Fund: $ 24,932,000
  - 32nd Street – County Club to Central City Road (ROW) - $100,000
  - Intersection Improvements – 32nd & Davis Realignment (ROW) - $100,000
  - Zora – Rangeline to MO 249 (ROW) - $200,000
  - 20th Street – Schifferdecker to Country Club (ROW) - $720,000
  - Neighborhood Transportation Improvements (Sidewalk Construction) - $150,000
  - 32nd Street – Schifferdecker to Country Club Road (Construction) - $5,250,000
  - 32nd Street – Country Club to Central City Road (Construction) - $5,250,000
  - Street Surface Repair (Construction) - $500,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Capital Improvement Sales Tax Fund (concluded):
  - Connecticut – 32nd to 44th (Construction) - $3,100,000
  - Zora – Rangeline to MO 249 (Construction) - $6,100,000
  - 20th Street – Schifferdecker to Country Club (Design) - $600,000
  - 6th Street & Virginia Parking Garage Modifications (Construction) - $2,287,000
  - Existing Traffic Signal Upgrades – 4th & Murphy Signal Project - $500,000
- Community Planning Fund: $ 1,500
  - Various New Capital Equipment
- Infrastructure Fund: $ 1,545,000
  - 15th Street Extension (Construction) - $1,500,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Airport Fund: $ 601,000
  - ARFF & Snow Removal Equipment Building (Design) - $260,000
  - Pavement Management Study - $100,000
- Golf Course Fund: $ 195,500
  - Various Capital and Equipment Replacement

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Sanitary Sewer Fund: $ 10,613,500
  - Replacement Sludge Pump (3) – Turkey Creek & Shoal Creek - $105,000
  - Rehabilitate Screw Pump (2) – Turkey Creek - $1,000,000
  - Equipment Building – Turkey Creek (Design & Construction) - $700,000
  - Centrifuge for Dewatering of Biosolids – Shoal Creek - $1,250,000
  - Replacement Boiler – Shoal Creek - $120,000
  - Replacement Disc Rotor – Turkey Creek - $210,000
  - Easement Acquisitions - $110,000
  - Replacement Rodder Truck - $185,000
  - East Baker's Branch Sewer Extension (Design & Construction) - $1,905,000
  - 7th Street East Annexation Sanitary Sewer Extension - $330,000
  - I & I Rehabilitation - $1,500,000

EXPENDITURE HIGHLIGHTS – ALL FUNDS

- Sanitary Sewer Fund (concluded):
  - I-44 Sewer Extension – (Design & Construction) - $230,000
  - 60” Trunk Line Rehabilitation (Design & Rehabilitation) - $1,500,000
  - Golf Links Force Main Re-Route (Design) - $175,000
  - Malang & 20th Street Force Main to Shoal Creek (Design) - $500,000
  - Replacement Freeman Interceptor (Design) - $105,000
  - East Town Sanitary Sewer Improvement - $350,000

- Emergency Communications Fund: $ 416,855
  - Replace Portable Radios (39) – $176,280
  - Replace Mobile Radios (44) - $200,200

  (Replacing all Radios – Phase 2 of 4)

FY 2022 PROPOSED BUDGET

NEXT STEPS

- City Council Budget Work Sessions to cover Budget Overview and Issues & Options on September 27-28, 2021
- Fiscal Year 2022 Budget Adoption on October 18, 2021

JOPLIN CITY COUNCIL
AUGUST 2, 2021
MEETING MINUTES

CALL TO ORDER

The August 2, 2021 regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Pro Tem Keenan Cortez.

INVOCATION was read by City Clerk Barbara Gollhofer.

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

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Doug Lawson, Anthony Monteleone, Diane Reid Adams, Gary Shaw, Phil Stinnett, and Christina Williams. Absent: Mayor Ryan Stanley. Motion by Mr. Monteleone, second by Mr. Lawson to excuse Mayor Stanley. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett, and Williams, 8. Nays: 0. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Mike Seibert, Citizens Committee Chair for the Parks & Stormwater Sales Tax Renewal provided a presentation on the committee's education process for the tax renewal effort.

FINALIZATION OF CONSENT AGENDA

There being no further business to come the Council, the Consent Agenda was finalized.

REPORTS AND COMMUNICATION

Health Department Update

Health Director Ryan Talken presented an update on Covid cases. There is a slight decrease in the number of active cases. There is a total of 99 patients in both Joplin hospitals; 19 are Joplin residents. Positivity rates continue to decline. There is a 43.6% completed vaccination rate for the 64801/64804 zip codes. Covid-19 testing and vaccination clinic information is available by calling 623-6123. Mr. Talken recommended focusing on vaccines and masking in crowded settings.

News from the Public Information Office

Missouri will celebrate 200 years of statehood August 10, 2021. A statewide committee, Missouri 2021, is helping to recognize Missouri's rich history and culture during the Missouri Bicentennial. The ice cream cone is the official state dessert and communities across the state will commemorate this event with an ice cream social. Four Ice Cream Socials are planned at various places and times:
11:00- 1:00: Spiva Park; 4th & Main, Downtown Joplin
5:00 – 6:00 p.m.: Historic Murphysburg The Gustave Kleinkauf House, 523 S Sergeant Avenue
6:30 -7:30 p.m.: North Heights: Lifehouse, 516 N Wall Ave
6:00-7:00 Bookhouse Cinema (also showing World's Fair 1904 documentary 7:00-9:00)

Joplin Police Department will host the National Night Out event on Tuesday, August 3 at Schifferdecker Park. at 5:30 p.m. with free food and drinks served during the event. This is a fun-filled family night with activities for children of all ages, including a free swim at Schifferdecker Aquatic Center from 6:45 pm - 8:45 pm. This event helps strengthen community spirit and police-community partnerships.

August 3 is election day. Joplin citizens will be asked to vote on Proposition Renewal. Polls are open from 6 a.m. to 7 p.m.

CITIZEN REQUESTS AND PETITIONS

Dan McCreary spoke on short term rentals and the requirements for a license to operate an Airbnb He had concerns about this type of commercial business in residential neighborhoods.

Sharon Wiggins-Alexander spoke on concerns regarding the deteriorating conditions of the 800 block of south Connor Avenue that affect the safety of the neighborhood. She asked if the City has funds for neighborhood clean-up. City Manager Nick Edwards stated he will follow-up with this.

PUBLIC HEARINGS

Public Hearing Procedures read by City Clerk Barbara Gollhofer

PUBLIC HEARING FOR RESOLUTION NO. 2021-013

Mayor Pro Tem Cortez opened the Public Hearing

Lauren Peterson, 3001 Sunset Drive, spoke in favor of this item and is the applicant for the SUP.

Matt Howett, 3117 Abigail, secretary of Sunset Ridge Homeowners Association, spoke in opposition to this item stating a neighborhood survey resulted in opposition to this type of business in the neighborhood due to increased speeding in the neighborhood, thefts, and home invasions.

Deborah Ferguson, 4480 Bradley Drive, spoke in opposition stating the standards required for this type of operation are not equally weighted. She questioned the screening process for safety concerns.

The Public Hearing was closed.

RESOLUTION NO. 2021-013

Mr. Stinnett introduced Resolution No. 2021-013 - a resolution granting a Special Use Permit (1st Request) for the operation of a short-term rental located at 3001 Sunset Drive, in the City of Joplin, Jasper County, Missouri. Motion by Mr. Stinnett, second by Mr. Lawson to Deny Resolution No. 2021-013. Voting in favor were Council Members: Cortez, Lawson, Reid Adams, Shaw, and Stinnett, 5. Nays: Copple, Monteleone, Williams, 3. Absent: Stanley, 1. Resolution No. 2021-013 was denied.

PUBLIC HEARING FOR COUNCIL BILL NO. 2021-275

Mayor Pro Tem Cortez opened the Public Hearing

John Bolte, Small Arrow Engineering, 1302 S. Main Street, requested to strike this item on behalf of the applicant Blake Onstot.

John Podleski, 2025 Twin Hills, is opposed due to difficult accessibility to Par Lane.

Richard Hatfield, president of the Twin Hills HOA, is opposed due to traffic concerns in and out of Par Lane.

Mark Lane 2230 S. Fairway Drive is opposed due to the number of homes projected to be built is too may for the area. He's also concerned about utilities, and accessibility issues for school buses, trash trucks, etc.

John Lewandowski is opposed due to limited access and traffic concerns on Par Lane.

Jared Hubner, Par Lane, is opposed due to safety concerns and stated the development will decrease property values.

Barbara Myers, 4410 Golf Links Rd. is opposed due to limited accessibility for large vehicles such as buses, fire trucks and ambulances; and concerns for decreased property values.

The Public Hearing was closed.

COUNCL BILL NO. 2021-275

Mr. Lawson introduced Council Bill No. 2021-275 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District R-4 (Townhouse) property as described below and located the end of Public Right-of-way of W. Par Lane. Motion by Mr. Lawson , second by Mr. Stinnett to Strike Council Bill 2021-275. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett, and Williams, Nays:0. Absent: Stanley, 1. Council Bill No. 2021-275 was stricken.

CONSENT AGENDA

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

Minutes of the July19, 2021 City Council Meeting

COUNCIL BILL NO. 2021-141- an ordinance authorizing the approval of the 2021 Public Transportation Agency Safety Plan (PTASP) update detailing the safety processes and procedures for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley. This plan utilizes existing agency safety practices and Federal Transit Administration best practices to meet the regulations set in 49 CFR Part 673. **Ordinance No. 2021-099**

COUNCIL BILL NO. 2021-144 - an ordinance approving Work Authorization OLS-OC-21-08 With Olsson in the not to exceed amount of Five Hundred Twenty Thousand and 00/100 dollars ($520,000.00) for construction phase professional engineering services for the 32nd St. Widening project from Schifferdecker Ave. to Central City Road and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. **Ordinance No. 2021-100**

RESOLUTIONS

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2021-145

Mr. Copple introduced Council Bill No. 2021-145 - an ordinance approving the City of Joplin to enter into a construction agreement with Southwest Missouri Traffic Management Inc, in the amount of Two Hundred Twenty-Five Thousand Two Hundred Thirty and 00/100 Dollars ($225,230.00) for construction of the 10th and Main Culvert Replacement project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Copple, second by Ms. Williams that Council Bill No. 2021-145 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett, and Williams, Nays:0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2021-101**

COUNCIL BILLS NO. 2021-607

Mr. Shaw introduced Council Bill No. 2021-607 - 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, as approved in the Annual Budget of the City of Joplin for the Fiscal Year 2020-2021 as adopted by Ordinance 2020-156 on October 19, 2020, to adjust appropriations and containing an emergency clause.

Frank Thompson requested to speak on this item and asked why it was considered an emergency.

City staff explained budget amendments are considered emergency items per the City Charter.

Motion by Mr. Shaw, second by Mr. Lawson to pass Council Bill No. 2021-607 on an emergency basis. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett, and Williams, Nays:0. Absent: Stanley, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2021-102**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2021-007

Mr. Copple introduced Council Bill No. 2021-007 - an ordinance authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Integrated Roadways, LLC, a Missouri limited liability company, for the purpose of developing a smart infrastructure program; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin.

Frank Thompson requested to speak on this item and stated he had concerns regarding the data that may be collected through implementing this program.

Motion by Copple, second by Dr. Reid that Council Bill No. 2021-007 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett, and Williams, Nays:0. Absent: Stanley, 1. The bill was read as **Council Bill No. 2021-007**

COUNCIL BILL NO. 2021-008

Mr. Stinnett introduced Council Bill No. 2021-008 - an ordinance authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2021-008 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Stinnett, and Williams, Nays:0. Absent: Stanley, 1. Abstention: Shaw, 1. The bill was read as **Council Bill No. 2021-008**

COUNCIL BILL NO. 2021-146

Mr. Stinnett introduced Council Bill No. 2021-146 - an ordinance approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seventy Thousand and 00/100 Dollars ($70,000.00) for the Shoal Creek WWTF Drying Bed Covers Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin. Motion by Mr. Stinnett, second by Dr. Reid Adams that Council Bill No. 2021-146 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett, and Williams, 8. Nays:0. Absent: Stanley, 1. The bill was read as **Council Bill No. 2021-146**

COUNCIL BILL NO. 2021-276

Mr. Stinnett introduced Council Bill No. 2021-276 - an ordinance establishing grades and accepting the Final Plat of Lou and Odes Acres Subdivision located at the Southwest corner of the intersection of W. 26th St. and S. Winfield Ave. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2021-276 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett, and Williams, 8. Nays:0. Absent: Stanley, 1. The bill was read as **Council Bill No. 2021-276**

ORDINANCES – SECOND READING AND THIRD READING

COUNCIL BILL NO. 2021-277

Mr. Copple introduced Council Bill No. 2021-277 - an ordinance amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 (Single Family Residential) and including in District R-3-PD (Apartment House Planned Development) property as described below and located at the Southeast Corner of W. 34th St. and S. Jackson Ave. Motion by Mr. Copple, second by Dr. Reid Adams that Council Bill No. 2021-277 be passed on First Reading and advance to Second and Third Reading. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Stanley,1. The Council Bill was declared adopted and entitled **Ordinance No. 2021-103**

UNFINISHED BUSINESS

NEW BUSINESS

Additional Requests to Address Council:

Abbie Covington requested to speak on government transparency.

Deborah Ferguson spoke on personal responsibility.

Set Public Hearing for FY2022 Proposed Budget

Motion by Mr. Shaw, second by Mr. Lawson to set the public hearing date for the FY2022 Proposed Budget for August 16, 2021. Voting in favor were Council Members: Copple, Cortez, Lawson, Montleone, Reid Adams, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Stanley, 1.

Set Public Hearing for Property Tax Rate Levy

Motion by Mr. Shaw, second by Mr. Lawson to set the public hearing date for the Property Tax Levy for August 16, 2021. Voting in favor were Council Members: Copple, Cortez, Lawson, Montleone, Reid Adams, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Stanley, 1.

Council Comments:

Mr. Copple asked the city manager to bring a budget amendment proposal to the city council in the near future for improved lighting at Ewert Skate Park due to safety concerns. City Manager Nick Edwards replied he will prepare an agenda item per the request.

Closed Session: Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys; as set forth in Section 610.021(1) RSMo, as amended, 2020. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Lawson, second by to go into closed session. Voting in favor were Council Members: Copple, Cortez, Lawson, Monteleone, Reid Adams, Shaw, Stinnett, and Williams, 8. Nays: 0. Absent: Stanley,1.

There being no further business, the meeting was adjourned at 9:21p.m.

Respectfully,

Barbara Gollhofer, City Clerk, MPCC

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-007 - Authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Integrated Roadways, LLC, a Missouri limited liability company, for the purpose of developing a smart infrastructure program; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin.

MEETING DATE
August 2, 2021

ORIGINATING DEPT
City Attorney

ATTACHMENTS
CB2021-007; Exhibit A: Memorandum of Understanding and Agreement

REVIEWED BY
Peter Edwards, City Attorney; Leslie Haase, Finance Director; David Hertzberg, PW Director; Troy Bolander, Director Planning, Development & Neighborhood Services; Nick Edwards, City Manager.

SUMMARY
This Council Bill authorizes the City to enter into an agreement with Integrated Roadways, LLC, for the purpose of developing a smart infrastructure program.

BACKGROUND
Integrated Roadways, LLC, has developed "Smart Pavement," which is precast concrete paving slab with embedded fiber optic sensors and wired LAN. The Developer has also developed "Smart Pavement Control Centers," which are multi-rack unit, environmentally controlled roadside equipment cabinets housing servers, routers, power systems, and other IT and ITS equipment.

This MOU is an umbrella understanding under which the parties will undertake activities to facilitate the development of a smart infrastructure program and coordinate the implementation of the smart infrastructure program in the public right-of-way including, but not limited to, the installation and operation of Smart Pavement and Smart Pavement Control Centers.

The cost of installation, maintenance, and operation of the Smart Pavement and Smart Pavement Control Center Project shall be borne by the Developer and the City in a mutually agreeable manner. This MOU does not in any way obligate the City to appropriate or expend any funds.

FUNDING SOURCE
N/A

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

JLP

SMART INFRASTRUCTURE PROGRAM
MEMORANDUM OF UNDERSTANDING

This Smart Infrastructure Memorandum of Understanding (this "MOU") is entered into as of _____, _____, between the **CITY OF JOPLIN, MISSOURI**, a Missouri Municipal Corporation (the "City"), and **INTEGRATED ROADWAYS, LLC**, a Missouri limited liability company, and its successors and assigns (the "Developer"). The City and Developer may each be referred to herein as a "party" and collectively as the "parties."

RECITALS

A. Developer desires to implement a smart infrastructure program in the City that will utilize smart infrastructure that demonstrates new, live-traffic setting technologies.

B. The City desires to leverage technology and upgrade essential infrastructure in order to improve the quality of life of its citizens and desires to assist Developer in implementing a smart infrastructure program in the City.

In consideration of the mutual assurances and agreements contained in this MOU, and for other good and valuable consideration, the parties agree as follows:

THE TECHNOLOGY

The Developer has developed "Smart Pavement," which is a precast concrete paving slab with embedded fiber optic sensors and wired LAN. Smart Pavement merges the fast construction, long operating life, modularity, and low life-cycle cost of ownership of precast pavement with the emerging technology needs to support connected, electric, autonomous vehicles, and municipal "Smart City" and "Smart Infrastructure" objectives.

The Developer has also developed "Smart Pavement Control Centers," which are multi-rack unit, environmentally controlled roadside equipment cabinets housing servers, routers, power systems and other IT and ITS equipment. The Control Centers provide an on-site host for data collection, local processing for interpreting the data, and an internet uplink for cloud hosting to display data to any compatible device.

PURPOSE

The City is committed to improving and enhancing the safety and efficiency of its transportation system through the use of technology. This MOU is an umbrella understanding under which the parties will undertake activities to facilitate the development of a smart infrastructure program and coordinate the implementation of the smart infrastructure program in the public right-of-way including, but not limited to, the installation and operation of Smart Pavement and Smart Pavement Control Centers. The Smart Pavement and Smart Pavement Control Centers will be connected by fiber interconnects and backhaul, all of which shall be located in mutually agreeable areas to be determined by future agreements.

EXH. "A"

This MOU will give the parties the opportunity to investigate the best and most efficient way to implement a smart infrastructure program in the City. This MOU does not represent a commitment on behalf of either party to pursue any specific project. The scope, timing and other terms of the smart infrastructure program will be set forth in a Master Implementation Agreement to be negotiated between the City and the Developer at a later date if the parties, after further investigation, mutually desire to implement a smart infrastructure program.

USE OF THE PUBLIC RIGHT-OF-WAY

Implementation of the smart infrastructure program will require that Developer be given access to and use of public right-of-way. The terms and conditions of Developer's access to public right-of-way shall be set forth in one or more Smart Infrastructure Public Right-of-Way Licenses to be negotiated between the City and the Developer. Each license shall grant Developer a non-exclusive license to occupy, place and maintain Smart Pavement, Smart Pavement Control Centers and associated facilities in certain City infrastructure located in the public right-of-way. No installation may begin until the parties have entered into a license agreement.

OWNERSHIP

Ownership of the Smart Pavement, Smart Pavement Control Centers and associated infrastructure, technologies and data shall remain with the Developer, the specific terms of which will be negotiated between the City and the Developer.

ADDITIONAL AGREEMENTS

The City acknowledges that Developer intends to offer additional smart-infrastructure physical technologies over time. The parties shall work together to roll out additional technologies in a manner acceptable to the City. Any such deployment and installation of additional services shall require additional agreements between Developer and City and shall be subject to all applicable City, state and federal regulations.

The parties agree that Developer shall have exclusive rights to provide smart-infrastructure technologies similar to the Smart Pavement and Smart Pavement Control Centers within the City for a period of three years from the date of this MOU. This paragraph shall not be construed as applying to any smart signal technologies that the City may deploy unless the smart signal technology utilizes technology similar to Smart Pavement. In the event no agreements between the City and Developer are reached within one year from the date of this Agreement, the three (3) year exclusivity period will expire at that time.

The City and Developer will cooperate on any joint publicity and public relations initiative related to any announcements regarding this MOU.

PROJECT COSTS

The cost of installation, maintenance and operation of the Smart Pavement and Smart Pavement Control Center Project shall be borne by the Developer and the City in a mutually agreeable manner. The parties intend to apply for federal, state and/or local grant funding for emerging transportation technologies to offset project costs. This MOU does not in any way obligate the City to appropriate or expend any funds, although the governing body of the City may decide to appropriate or spend funds in the future.

TERM

The parties shall in good faith attempt to negotiate and execute a definitive agreement providing for the implementation of smart infrastructure within one year from the execution of this MOU. This MOU shall terminate on the first to occur of the execution of a definitive agreement between the parties or the one-year anniversary date of this MOU.

ASSIGNMENT

The City acknowledges that Developer may assign its rights and obligations under this MOU to an affiliate of Developer or an entity set up for the specific purpose of implementing the smart infrastructure project within the City.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first above written.

CITY OF JOPLIN, MISSOURI,
a Missouri Municipal Corporation

By:_____
Nicholas Edwards,
City Manager

[SEAL]

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

INTEGRATED ROADWAYS, LLC,
a Missouri limited liability company

By:_____
Managing Member

COUNCIL BILL NO. 2021-007 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Integrated Roadways, LLC, a Missouri limited liability company, for the purpose of developing a smart infrastructure program; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, a Missouri Municipal Corporation, to enter into an agreement with Integrated Roadways, LLC, a Missouri limited liability company, for the purpose of developing a smart infrastructure program, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____ vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-008: authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an Agreement with Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation; and authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin.

MEETING DATE
August 2, 2021

ORIGINATING DEPT
Legal – City Attorney

ATTACHMENTS
CB2021-008; Exhibit A: Interim Operating Agreement

REVIEWED BY
Peter Edwards, City Attorney; Leslie Haase, Finance Director; David Hertzberg, PW Director; Troy Bolander, Director Planning, Development & Neighborhood Services; Nick Edwards, City Manager.

SUMMARY
This Council Bill authorizes the City to enter into an Agreement with Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation.

BACKGROUND
Bird Rides, Inc., is a company that rents electric scooters that may reach speeds of 15 mph. The Agreement is for a one-year pilot program and allows Bird to operate up to 150 scooters in the City's right-of-way. The City will be paid $2,500 plus $0.15 per ride. The Agreement provides for Bird Rides, Inc., to operate a fleet of Bird scooters in the City of Joplin, subject to the regulations set forth more fully in the attached Agreement.

The City Council heard a formal presentation from Bird in June, 2021, with Michael Covato and the local representative/operator, Zack McNelly.

FUNDING SOURCE
N/A

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

PCE:ab

INTERIM OPERATING AGREEMENT FOR IMPLEMENTATION OF A SHARED ACTIVE TRANSPORTATION OPERATION BETWEEN BIRD RIDES, INC. AND CITY OF JOPLIN, MISSOURI

THIS INTERIM OPERATING AGREEMENT (hereinafter "Agreement") is by and between the **City of Joplin, Missouri** (hereinafter "City"), a municipal corporation whose address is 602 S. Main Street, Joplin, MO 64801 and **Bird Rides, Inc.**, a Delaware Corporation (hereinafter "Company"), a corporation with the authority to transact business within the State of Missouri and whose registered agent address is , and is entered into on the date of the last signatory below (hereinafter "Effective Date"). City and Company are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Company wishes to immediately implement its Shared Active Transportation Operation within Joplin corporate boundaries; and

WHEREAS, City wishes to allow for a low-cost transportation option for the City's residents and visitors including opportunities for transportation, recreation, and fitness; and

WHEREAS, Company's Shared Active Transportation Operation requires use of the City's right-of-way; and

WHEREAS, City is developing a comprehensive Shared Active Transportation Pilot Program with input from stakeholders, including Company, which shall provide a comprehensive framework for Shared Active Transportation Operations in the future; and

WHEREAS, The Parties understand that this Agreement will be an interim operating agreement that will be renegotiated in one (1) year at which time there may be more comprehensive requirements included;

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

Section 1. Scope of Agreement. The purpose of this Agreement is to establish interim rules and regulations governing Company's Shared Active Transportation Operation within the city to ensure that such Shared Active Transportation Operation is managed in a manner consistent with the safety and well-being of pedestrians, bicyclists, motorists, and other users of City's right-of-way.

Section 2. Term. This Agreement, unless earlier terminated as provided for herein, shall commence on the Effective Date and shall expire one (1) year thereafter. Notwithstanding the forgoing, this Agreement shall be terminated upon creation and adoption of a pilot program. Company, at the sole discretion of City, may have the opportunity to participate in the Pilot Program. The parties may extend this Agreement by a signed written agreement.

Section 3. Definitions.

(a) "*Company*" shall mean the entity owning the Shared Active Transportation, its agents, contractors (including independent contractors) and every individual or entity retained by the Company to gather, monitor, or maintain Company's Small Vehicles.

(b) "*Fleet*" shall mean all of Company's small vehicles in operation within City's corporate boundaries at any one time.

(c) "*Frontage Zone*" shall mean the area adjacent to the property line where transitions between public sidewalk and the space within building occurs.

(d) "*Furnishing Zone*" shall mean that portion of the sidewalk used for street trees, landscaping, transit stops, street lights, and site furnishing.

(e) "*Rider*" shall mean any person using the Small Vehicle.

(f) "*Shared Active Transportation*" shall mean a dockless network or system of Small Vehicles, placed in public right-of-way and for rent in short-term increments, that provides increased mobility options over short distances.

(g) "*Shared Active Transportation Operation*" shall mean Company's Shared Active Transportation as well as any incidental use or patronage thereof.

(h) "*Small Vehicle*" shall mean dockless scooters, e-scooters, skateboards, and other small wheeled vehicles designed specifically for shared-use and deployed by Company.

(i) "*Throughway Zone*" shall mean the portion of the sidewalk for pedestrian travel along the street.

Section 4. Company Responsibilities.

4.1. **Licensure.** Company agrees to enter into this Agreement as a condition precedent to receiving a business license from City, together with any other requirements necessary to conduct Shared Active Transportation in City. Company shall remain in good standing with City and State of Missouri through the course of the Company's Shared Active Transportation Operation in City.

4.2. **Contact Information for Public.** Company shall provide easily visible contact information, including a twenty-four (24) hour toll free phone number and email address on each Small Vehicle for use by members of the public to report safety concerns, complaints, or to ask questions.

4.3. **Contact Information for City.** Company shall also provide City with contact information of a locally-based manager/operations staff with decision making power who can respond to City requests, emergencies, and other issues twenty-four (24) hours a day seven (7) days a week.

4.4. **Time for corrective actions.** Company shall respond to public, Rider, or City requests for rebalancing, reports of incorrectly parked Small Vehicles, or reports of unsafe/inoperable Small Vehicles by relocating, re-parking, or removing Small Vehicles completely within two (2) hours of receiving written or oral notice between the hours of 7:00 a.m. and 7:00 p.m. and within two (2) hours the following day if it is after those times. City representatives may relocate, re-park, or adjust incorrectly parked or unsafe/inoperable Small Vehicles without providing notice to Company.

In the event a Small Vehicle is not relocated, re-parked, or removed within the timeframe specified herein, or any Small Vehicle is parked in one location for more than seventy-two (72) hours without moving, such Small Vehicle may be removed by City personnel and taken to a City facility for storage at the expense of the Company. Notwithstanding the foregoing, City reserves the right to impound Small Vehicles that may impact with the health, safety, or welfare of City residents or visitors or is placed or operated in a manner that violates the terms of this Agreement without notice to Company and at the expense of the Company. The City shall not be responsible for any damage to any Small Vehicle impounded or taken into storage and City is under no obligation to safe-keep any such vehicles.

4.5 **Fleet size.** Company shall begin operations in Joplin, Missouri corporate limits with a Fleet of one hundred fifty (150) Small Vehicles. Company shall not increase the size of its Fleet beyond fifty (50) Small Vehicles without City's approval pursuant to Section 5 of this Agreement. However, City may deny a request to increase the Fleet size as described herein if in its sole discretion it determines that an increase would not be in the best interest of the public health, safety, or welfare.

4.6 **Consideration.** In addition to any taxes and fees imposed by City's Code of Ordinances to operate a business, Company shall remit a regulatory fee of two thousand five hundred dollars ($2,500.00), to be paid within thirty (30) days of the Effective Date, and a ridership fee of $0.15 per ride for each Small Vehicle. Such fees shall be remitted as follows:

a. Payments to be made to the City quarterly. Each payment shall be remitted to City by no later than thirty (30) days after the end of a quarter. Quarters shall be considered three (3) month intervals within a standard calendar year.

4.7 **Parking Regulations.** Company acknowledges and agrees that Company is solely responsible for its Small Vehicles and ensuring they are in compliance with the following guidelines for parking Small Vehicles:

i. Small Vehicles shall not be parked in the street.

ii. Small Vehicles shall be parked in a manner so as not to block the Throughway Zone of the sidewalk, any curb ramp, any ADA ramp or access points, benches, fire hydrant, call box, or other emergency facility, or utility pole or box. At all times, the Small Vehicles shall be parked in a manner and location which ensures the Throughway Zone meets minimum ADA accessibility guidelines.

iii. Small Vehicles shall be parked upright on hard surfaces in the Furnishing Zone of the sidewalk, beside a bicycle rack, transit stops, or in another area specifically designated for Small Vehicle parking which does not inhibit access. If parked on a transit stop, then Small Vehicles shall be parked in a manner that does not impede on the ADA minimum standards for access to the bus, including a clear length of ninety-six (96) inches minimum and a clear width of sixty (60) inches.

iv. No Small Vehicle may be parked in a manner that obstructs a minimum width of forty-eight (48) inches of clear space on the sidewalk except in the Downtown Joplin Downtown district ("Downtown district"). Within the Downtown district, no Small Vehicle may be parked in a manner that obstructs a minimum width of sixty (60) inches of clear space on the sidewalk. Downtown District shall mean the area from A Street to 11th Street, from Pennsylvania to Wall Streets.

v. Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building or access to or from off-street parking lots or garages.

vi. Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.

vii. Small Vehicles shall not be parked in the Furnishing Zone directly adjacent to or within the following areas such that access is impeded:

a. Loading zones;
b. Disabled parking zones;
c. Street furnishings that requires pedestrian access (for example- benches, parking pay stations, bus shelters, transit information signs, etc.);
d. Curb ramps;
e. Entryways;
f. Driveways; and
g. Portions of transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, which would inhibit access.

viii. To the extent Company desires to park Small Vehicles in areas other than the public right-of-way, Company must first obtain the right to do so from

the appropriate property owner, or public agency and shall communicate this right to Riders through signage approved by the respective entity and/or through a mobile or web application. To the extent Company desires to park Small Vehicles on city property other than right-of-way, Company must first obtain written consent granting the right to do so from the City or such other department or agency of the City who has authority to grant such rights.

4.8 **Monitors.** Company shall at its own expense initiate a program in City within thirty (30) days of the Effective Date to run throughout the duration of this Agreement that enlists employees, contractors, volunteers, or any other person Company deems appropriate to monitor Small Vehicles and ensure compliance on behalf of Company with the Parking Regulations established in Section 4 of this Agreement.

4.9 **Notice.** Company shall provide detailed notice to all Riders by means of signage and through a mobile or web application that:

i. Small Vehicles within business districts are to be ridden only on streets, and where available in bike lanes and not on a Throughway Zone, sidewalks, or other areas designated by City to be closed for Small Vehicle Traffic.
ii. Small Vehicles cannot be ridden within City parks or on public trails.
iii. Small Vehicles are to be ridden to the right of street lanes and should offer the right-of-way to bicycles on bike lanes.
iv. Riders must wear helmets when riding Small Vehicles.
v. Riders must park Small Vehicles in accordance with the parking regulations in Section 4.
vi. Riders are required to take a photo whenever they park their Small Vehicle at the end of a ride.
vii. Riding responsibly is required.
viii. Rider cannot ride a Small Vehicle while intoxicated.
ix. Riders are at all times to operate the device in a manner consistent with City's Code of Ordinances and any other applicable laws.
x. Riders are subject to City's Code of Ordinances and will be subject to penalties and enforcement for operating the device in a manner which violates City's Code of Ordinances.

4.10 **Data Sharing.** Company agrees to provide data to City related to the utilization of Small Vehicles. Company will provide real-time data feeds via API, monthly reports, and upon request, to the City displaying trip information including but not limited to the following: Aggregated reports on system use, compliance, operations- including but not limited to parking complaints, crashes, damaged, or lost Small Vehicles, utilization rates, total trips by day of week and time of day, origins & destination information for all trips, trips per Small Vehicle by day of week and time of day, average trip distance, parking compliance at designated zones and at transit and bus stops, incidents of Small Vehicle theft and vandalism, Small Vehicle maintenance reports, payment method information. Anonymized/de-identified demographic data, such as age cohort, gender, general

trip purpose, etc., collected by Company shall be provided to City on a monthly basis, or upon request. Company shall make available to City any information from private entities related to requests for Small Vehicles not to be used or parked at a private location on a monthly basis, or upon request. Any data shared by Company with City will comply with Company's terms of service and privacy agreement with Riders and will not reveal proprietary information that puts at risk Company or its employees, agents, or Riders.

Applicants will be expected to comply with all data sharing requirements in order to remain compliant with this Agreement. City in its sole discretion may determine if Company has failed to comply with the data sharing requirements. Company's failure to comply may result in Default or Termination of this Agreement as described herein.

4.11 **Speed.** Small Vehicles which do not rely solely on human propulsion and are equipped with an electric motor that is capable of propelling the device shall be governed at a speed not to exceed fifteen (15) miles per hour on a paved level surface.

4.12 **Education and Outreach.** Company shall provide education to Small Vehicle Riders on City's existing rules and regulations, safe and courteous riding, and proper parking. Company shall provide this educational material to City for review prior to disseminating the information to Riders. Company shall also provide City-specific information through Company's mobile or web application that explains the terms of service, user instructions, privacy policies, fees, penalties, unexpected charges, and local management and operations contact information.

4.13 **Daily Removal.** Small Vehicles may be available for use between the hours of 4:00 a.m. and Midnight.

4.14 **Inclement Weather.** On days where inclement weather (rain or snow) is anticipated, Company will halt its Shared Active Transportation Operation completely. On days where snow is anticipated, Company shall remove its Small Vehicles from City rights-of-way. Company agrees to hold the City harmless for damage to Small Vehicles caused by City's snow removal operations and for any damage caused to City vehicles by improper location and removal of Small Vehicles.

4.15 **Environment.** Company shall embrace transparency in recycling efforts and recycle or otherwise dispose of Small Vehicles and Small Vehicle parts in an environmentally-friendly manner at end of life cycle.

Section 5. City's Obligations.

5.1 **Use of Right-of-Way.** City agrees to allow Company, its representatives, employees, consultants and contractors, non-exclusive use of those portions of the public right-of-way reasonably necessary for operation of Company's Shared Active Transportation Operation, but subject to the limitations imposed by the City's Code of Ordinances and the terms of this Agreement. The grant of this use shall not constitute a conveyance of any interest in the public right of way.

Notwithstanding anything herein, the Parties agree that City shall have the right to work within and restrict access to portions of the right-of-way, whether by its own forces or contracted forces. The City shall have sole discretion to limit or restrict the use of Small Vehicles in certain areas of the City and on certain streets within the City. Company shall submit its plan for its service area to the City's Public Works Director for approval upon execution of this Agreement.

5.2 **Approval.** City may deny any increase for more than one hundred and fifty (150) Small Vehicles if City in its sole discretion believes that an increase is not in the best interest of the safety, health, or welfare of its residents or visitors.

Section 6. Signage. Company agrees that as it relates to all signage on Small Vehicles, it will abide by applicable local, state, and federal law relating to signs. The Small Vehicles are not a public forum for public debate or discourse. Company agrees that in addition to any restrictions set forth by City ordinance, the content of any sign located on Company's Small Vehicles will not include any message that is illegal, obscene, libelous or fraudulent. A violation of this Section shall be cause for City to terminate this Agreement if said violation is not corrected within twenty-four (24) hours' notice to Company. The determination that there has been a violation of these signage guidelines shall be solely at City's discretion.

Section 7. Default or Termination.

7.1 Except where specifically provided otherwise in this Agreement, in the event the Company shall default in any of the covenants, agreements, commitments, or conditions herein, or if any of the conditions set forth herein shall occur, and any such default shall continue unremedied for a period of three (3) business days after written notice thereof to Company, City may, at its option and in addition to all other rights and remedies which it may have at law or equity against Company, including expressly the specific enforcement hereof and the enforcement of City ordinances, have the cumulative right to immediately terminate this contract and all rights of Company under this Agreement.

7.2 Prior to the conclusion of the Term of this Agreement, City may establish a Pilot Program of formalized regulations for Shared Active Transport Operation. If such Pilot Program is established prior to the conclusion of the Term, City shall have the right to terminate this Agreement.

7.3 Notwithstanding anything to the contrary herein, City may suspend or terminate this Agreement at any time if City finds, in its sole discretion, that Company's Shared Active Transportation Operation is not in the best interest of the health, safety, or welfare of City's residents and visitors.

7.4 Company's obligation with regards to indemnification as provided in Section 12 of this Agreement shall survive the expiration or termination of this Agreement with regards to any claims arising during such time as this Agreement was in effect.

Section 8. Removal of Small Vehicles. Upon instances of Default or Termination under Section 7, Company shall remove its Small Vehicles from the right-of- way within two (2) days of being notified of termination by City. If Company fails to remove the Small Vehicles upon due notice, any remaining Small Vehicles may be removed by City at Company's expense. Company shall not be entitled to damages for the removal of Small Vehicles by City. Company agrees to hold the City harmless for any damage to Small Vehicles caused by City's removal and or storage of such vehicles.

Section 9. Maintenance of Small Vehicles. Company shall maintain its Small Vehicles in a good working manner. In the event a safety or maintenance issue is reported for a specific Small Vehicle, that Small Vehicle shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe Small Vehicle shall be repaired before it is placed back in service. City shall not have any obligations with regards to the maintenance of Company's Small Vehicles.

Section 10. Impounding. Company agrees to the following penalties and procedure for those Small Vehicles subject to impounding as described herein. City may remove a Small Vehicle that impacts with the health, safety, or welfare of City residents or visitors and may store the impounded Small Vehicles at a location convenient for the City. City shall give notice and opportunity to cure to Company of the Small Vehicle that impacts the health and safety if it can reasonably do so without affecting health and safety concerns. City will provide photographic or written documentation to Company of the violation. City may assess a penalty of fifty dollars ($50.00) for each Small Vehicle it impounds. City shall notify the Company of the impounded Small Vehicles and their location. In such instances, Company shall retrieve Small Vehicles from City within twenty-four (24) hours of receiving notice. Company will be responsible for paying a performance bond for each Small Vehicle deployed in City as further described herein. Company is responsible for paying storage costs of fifty dollars ($50.00) per day, penalties, and all other expenses related to the impounding before having the Small Vehicles returned. If Company does not retrieve the Small Vehicles within (24) hours of receiving notice, City may draw upon the performance bond to recover costs to City and may dispose of Small Vehicles at Company's expense within seventy-two (72) hours of providing notice. City may invoice the Company for the cost of disposal and Company agrees to pay the invoice within ten (10) days of receipt.

Section 11. Performance Bond. Intentionally left blank.

Section 12. Insurance. Company agrees to maintain for the duration of this Agreement, on a primary basis and at its sole expense, the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Company is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Company under the Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII:

i. Workers' Compensation & Employers Liability. Company shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: $1,000,000 each accident, disease each employee and disease policy limit.

ii. Commercial General Liability. Company shall maintain Commercial General Liability at a limit of not less than $2,000,000 Each Occurrence, $3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

iii. Business Auto Liability. Company shall maintain Business Automobile Liability at a limit not less than $2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Company does not own automobiles, Company agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

iv. Company may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Company agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

v. The City of Joplin, its elected officials and employees are to be Additional Insured with respect to the terms to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the Company and the City. Company is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

vi. The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

vii. Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event Company fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the Agreement without notice.

viii. The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Company and/or their employees and/or their subcontractors in the performance of this Agreement.

Section 13. Miscellaneous.

13.1. **Hold Harmless and Indemnification Agreement.** To the fullest extent not prohibited by law, Company shall indemnify and hold harmless City, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise of Company, of any subcontractors (meaning anyone including but not limited to contractors having a contract with Company) or a subcontractors for part of the services), of anyone directly or indirectly employed by Company or by any subcontractors, or anyone for whose acts Company or its subcontractors may be liable, in connection with manufacturing Small Vehicles or providing Shared Active Transportation services. This provision does not, however, require Company to indemnify, hold harmless, or defend City from its own negligence or willful misconduct.

13.2. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

13.3. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Jasper County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

13.4. **Unauthorized Aliens Prohibited.** Company shall comply with Missouri Revised Statute Section 285.530 in that Company shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work

within the state of Missouri. As a condition for the award of this Agreement, Company shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Company shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Company shall require all subcontractors to observe the requirements of this Section and shall obtain a Work Authorization Affidavit from each subcontractors performing any of the contracted services.

13.5. **General Laws.** Company shall comply with all federal, state and local laws, rules, regulations and ordinances.

13.6. **Notices.** Any notice, demand, request, or communication required or authorized by this Agreement, unless otherwise specified herein, shall be delivered via email correspondence with an optional dated copy sent via certified mail to the addresses below.

IF TO CITY:

City of Joplin, Missouri
ATTN: City Manager
602 S. Main Street
Joplin, MO 64801

With a copy to:
City of Joplin, Missouri
ATTN: City Attorney
602 S. Main Street
Joplin, MO 64801

IF TO COMPANY:

Any notice required by this Agreement to be given in writing, or that either City or Company wishes to give to the other in writing, shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

13.7. **No Third-Party Beneficiary.** No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Agreement.

13.8. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

13.9. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date of the last signatory to this Agreement.

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas Edwards, City Manager

Date: _____

ATTEST:

By: _____
Barbara Gollhofer, City Clerk

APPROVED AS TO FORM:

By: _____
Peter C. Edwards, City Attorney

BIRD RIDES, INC.

By: _____

_____
(Printed Name)

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

COUNCIL BILL NO. 2021-008 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin, Missouri, a Missouri municipal corporation, to enter into an agreement with Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation; and authorizing the City Manager to execute said agreement by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin, Missouri, a Missouri municipal corporation, and Bird Rides, Inc., a Delaware corporation, for the purpose of implementing a shared active transportation operation, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit A," be and the same is hereby approved.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____ vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-146
Work Authorization for Engineering services for the Shoal Creek Wastewater Treatment Facility (WWTF) Drying Bed Covers project.

MEETING DATE
August 2, 2021

ORIGINATING DEPARTMENT
Public Works - Operations

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

ATTACHMENTS
CB2021-146 Ordinance; Work Authorization

SUMMARY
This Council Bill approves a Work Authorization with Allgeier, Martin, and Associates, Inc., for Engineering services for the Shoal Creek WWTF Drying Bed Covers project in the not to exceed amount of Seventy Thousand and 00/100 Dollars ($70,000.00).

BACKGROUND
The residue that is removed from wastewater during the treatment process is called biosolids ("sludge"). The Operating Permit for the Shoal Creek WWTF allows this residue to be land applied to fields in the vicinity of the city. Because the drying beds at Shoal Creek are not covered, rainfall slows down the sludge drying process, which negatively affects operations and timely sludge hauling to land application sites. Typically, roofs are built over drying beds to keep out the majority of rainfall. The Shoal Creek covers will be an open-walled structure covering approximately half of the 8 drying beds. The structures will be similar to what was installed at the Turkey Creek WWTF previously. Allgeier, Martin, and Associates, Inc., (AMA) was chosen as the most-qualified on-call wastewater/sanitary sewer consultant to design and oversee the improvements. The consultant's fees are within industry standards for the services to be provided, which consist of design, survey, preparation of bid documents, and site observations. Additionally, AMA will provide structural inspections during construction in coordination with the City's Building Department.

FUNDING SOURCE
FY 2020-2021 budget for the Wastewater Fund.

RECOMMENDATION
Staff recommends adoption of this Council Bill on 1st Reading.

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Lynden Lawson Assistant Director of Public Works for Operations		Attention: Jared Nichols, P.E	
Department: Public Works		Phone: 417-680-7200	Fax: 417-680-7300
Phone: 417-624-0820, ex 560	Fax: 417-625-4738	Project: Shoal Creek WWTF Drying Bed Covers	

WORK AUTHORIZATION NUMBER AMA-OC21-012
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement Dated January 21, 2021.

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

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

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

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

5. Payment.

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

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC21-012 exceed the sum of Seventy Thousand and no/100 Dollars ($70,000.00).

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

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

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

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

REVIEWED FOR APPROVAL

_____

Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

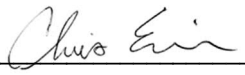
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

Engineer: Allgeier, Martin and Associates, Inc.

By: 

Printed Name: Chris Erisman

Title: First Vice President

Date: July 20, 2021

CITY OF JOPLIN, MISSOURI

By: _____

David Hertzberg, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-021-012 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the Shoal Creek WWTF Drying Bed Covers)

1. SERVICES

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

1.1 General

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

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

1.1.3 In general, the Project consists of the following:

1.1.3.1 Addition of covers over the sludge drying beds and replacement of valves at the drying beds.

1.1.3.2 Design of improvements for integration at the existing facilities.

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

1.1.3.4 Resident Construction Representation Phase services for the completion of the improvements. Services will be provided part time with an estimated construction duration of 6 months (up to 180 hours of inspection time).

1.2 Planning and Design Phases.

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

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

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

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

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

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

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

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

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

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

1.3 Bidding and Construction Phase

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

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

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

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

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

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

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

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

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

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

moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

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

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

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

1.4 Resident Project Representation.

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

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

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

1.4.2. Duties and Responsibilities of RPR.

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

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

1.4.2.3 Liaison:

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

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

1.4.2.4 Shop Drawings and Samples:

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

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

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

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

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

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

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

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

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

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

1.4.2.8 Records:

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

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

ENGINEER.

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

1.4.2.9 Reports:

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

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

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

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

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

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

1.4.2.12 Completion:

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

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

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

1.4.3 Limitations of Authority. Resident project representative:

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

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

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

1.4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the

means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents however this clause shall not diminish the authority of the RPR and in the event either party becomes aware of a possible conflict, the parties will meet and confer and resolve the problems reasonably.

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

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

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

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

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER. Following receipt of the Notice to Proceed:
Within 4 months preparation of design plans, contract documents, and specifications to bid project shall be completed and submitted to OWNER.
After OWNER approves design plans, contract documents, and specifications:
Anticipate 3 months to advertise, bid, award, and have fully executed contract documents.
Anticipate 6 months for construction of proposed improvements.
Construction Phase Services and Inspection are based upon an anticipated 6-month construction period.

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

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2021-2023"; with a total compensation ceiling of $70,000, as set forth in Work Authorization Number AMA–OC-021-012 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services (Paragraphs 1.1.3.1, 1.1.3.2, and 1.2)	$30,000
Bidding and Construction Phase Engineering Services (Paragraphs 1.1.3.3 and 1.3)	$20,000
Resident Project Representation Services (Paragraphs 1.1.3.4 and 1.4)	$20,000
Total Estimated Maximum Fee – All Services	$70,000

Total estimated fee based on a projected construction cost of approximately $700,000.

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2021-2023

LABOR RATES

	Hourly Billing Rate		
Classification	01/01/2021 thru 12/31/2021	01/01/2022 thru 12/31/2022	01/01/2023 thru 12/31/2023
Principal/Engineer V	$232	$240	$248
Principal/Engineer IV	$210	$217	$225
Principal/Engineer III	$194	$200	$207
Project Manager/Engineer II	$172	$178	$184
Project Manager/Engineer I	$156	$162	$167
Technician III/GIS Specialist	$142	$147	$152
Technician III	$120	$124	$129
Technician II	$108	$111	$115
Technician I	$101	$105	$109
Two-Man GPS Survey Crew	$199	$206	$213
One-Man GPS Survey Crew	$156	$162	$167
Three-Man Survey Crew	$216	$224	$232
Two-Man Survey Crew	$172	$178	$184
Registered Land Surveyor II	$183	$190	$196
Registered Land Surveyor I	$161	$167	$173
Survey Crew Member	$82	$85	$88
Right of Way Specialist	$125	$130	$134
Project Representative III	$120	$124	$129
Project Representative II	$108	$111	$115
Project Representative I	$99	$103	$106
Secretary/Assistant	$82	$85	$88
Print Specialist	$82	$85	$88

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

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NON-LABOR RATES

Item	Rate
Travel	$0.57 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2

COUNCIL BILL NO. 2021-146 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seventy Thousand and 00/100 Dollars ($70,000.00) for the Shoal Creek WWTF Drying Bed Covers Project; and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the said work authorization by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Seventy Thousand and 00/100 Dollars ($70,000.00), a true and accurate copy of said work authorization being attached hereto; be and the same is hereby approved.

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

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

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-146

I hereby certify that a sufficient amount is available in the Wastewater Treatment Fund to pay the amounts called for in the referenced Work Authorization.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-276-Final Plat Review

MEETING DATE:
August 2, 2021

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

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

SUMMARY REQUEST:
Case 035-21: Final Plat Review – A Request to review the Final Plat of Lou and Odes Acres located at the Southwest corner of the intersection of W. 26th Street and S. Windfield Ave. – Michael and Kyle Carder

BACKGROUND:
This subdivision will be 6 residential lots, zoned R-1 Single-family residential. Utilities will not need to be extended, though stormwater detention will be located on Lot 6. This plat meets the requirements of the subdivision regulations.

PLANNING & ZONING COMMISSION TESTIMONY:
John Bolte, Small Arrow Engineering, 1302 S. Main Street, Joplin, MO. This is the final plat of Lou and Odes Acres. It is the six-lot plat and lot 6 was left over sized for the basin drainage. Again, a big portion of that is wooded. This will not be developed to create a buffer between the new homes to be built and the existing homes.

PUBLIC COMMENT:
None.

FUNDING SOURCE:
These payments are included in the FY 2020-21budget of the Community Planning Fund.

RECOMMENDATIONS:
Staff recommends approval for Case 035-21.
Planning & Zoning Commission recommends approval for Case 035-21 (6 Favor, 0 Nays, 1 Absent)

ATTACHMENTS
CB 2021-276, Staff Planning Report, P&Z Commission Minutes.

CB 2021-275

Case 034-21: Preliminary Plat Review – A request to review the Preliminary Plat of Lou and Odes Acres located at the Southwest corner of the intersection of W. 26th St. and S. Winfield Ave. – Michael and Kyle Carder.

John Bolte, Small Arrow Engineering, 1302 S. Main Street, Joplin, MO. This is an infill project and has been in Michael Carders family for quite a long time. It is vacant property that has been designed to be developed into 6 lot projects at the SW intersection of 26th and Winfield Ave. There has been some work done to address some drainage matters. Lot 6 is a somewhat over size lot which wraps around the backside of Michael Carders home and designed a detention basin to divert water from the new homes. This will discharge in a wooded area, which makes like a buffer. Currently, two of the lots are already spoken for in this project and four more lots will be coming up for sale as soon as this has passed. As far as utilities there is already existing sewer and water.

Mr. Eastman asked if covenants had been established.

Mr. Carder stated that there will be one, but as of right now there is not.

Mr. Eastman asked if Commissioners had any questions for Mr. Bolte?
Mr. McCullough wanted to know if Mr. Carder was going to be the Owner/Developer and if so, what is the square footage of the houses?

Mr. Carder stated that the lots will be sold off and there will be restrictions on the builds.

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

MR. KIMBLE MOVED, SECONDED BY MR. MCCULLOUGH THAT CASE 034-21 BE APPROVED. MR. EASTMAN, MS. STEELE, MR. KIMBLE, MR. MCCULLOUGH, MS. PHILLIPS, AND MS. WARREN VOTING "AYE", (6 IN FAVOR, 1 ABSENT)

Case 035-21: Final Plat Review - A request to review the Final Plat of Lou and Odes Acres located at the Southwest corner of the intersection of W. 26th St. and S, Winfield Ave. – Michael and Kyle Carder.

John Bolte, Small Arrow Engineering, 1302 S. Main Street, Joplin, MO. This is the final plat of Lou and Odes Acres. It is the six-lot plat and lot 6 was left over sized for the basin drainage. Again, a big portion of that is wooded. This will not be developed to create a buffer between the new homes to be built and the existing homes.

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

MS. STEELE MOVED, SECONDED BY MS. PHILLIPS THAT CASE 035-21 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. MR. EASTMAN, MS. STEELE, MR. KIMBLE, MR. MCCULLOUGH, MS. PHILLIPS, AND MS. WARREN VOTING "AYE", (6 IN FAVOR, 1 ABSENT)

Z&P Meeting: July 12, 2021
City Council Meeting: Aug 2, 2021

STAFF PLANNING REPORT
Final Plat

CASE 035-21 Final Plat Review

NAME OF SUBDIVISION Lou and Odes Acres

LOCATION: Southwest Corner of W. 26th St. and S. Winfield Ave.

APPLICANT: Michael and Kyle Carder

PRESENT ZONING: R-1

PRESENT LAND USE: Vacant

SITE CONTEXT:

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

SUBDIVISION:

Number of lots
6

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
W. 26th St.	Collector	60'
S. Winfield Ave.	Local	50'

WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?

No. Lots facing 26th St. are located to the West of the intersection further down enough to be clear of conflict with the intersection. The corner lot will be required to have its driveway on Winfield.

UTILITIES: In place. Stormwater detention will be located on Lot 6 in the Southwest Corner.

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Subdivision No.: 035-21
Date Filed: _____
Date of Meeting: 7-12-21
Filing Fee: _____

Return Form To:
Planner
602 S. Main St.
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Lou and Odes Acres
II. Name of Owner: Michael Carder and Kyle Carder
III. Name of Subdivider: Michael + Kyle Carder
IV. Name of Person who prepared the Plat: MJ Surveying
V. Date of Hearing: July 12, 2021
VI. Location of Property by Streets: 26th + Winfield
VII. Present Zoning of Property: R-1
VIII. Present Uses of Property: Vacant
IX. No. of Acres in Total Tract: 5.3 No. of Lots: 6

Instructions:
The following checklist is to be completed and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No," a written explanation should accompany this checklist.

IX. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision	X	
B. Location of section, township, range, county and state, including the descriptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	X	
C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments.	X	
D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and		

decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. X ____

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. X ____

F. Exact locations, widths and names of all streets and alleys to be dedicated. X ____

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. X ____

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. X ____

I. Building setback lines on the front and side streets with dimensions. X ____

J. Name and address of the registered land surveyor preparing the plat. X ____

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. X ____

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. X ____

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? X ____

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager. X ____

B. Dedications or reservations. X ____

C. Surveyor preparing plat. X ____

XIII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? X ____

XIV. Deed Restrictions:

A. Are any deed restrictions planned for subdivision? X ____

B. If so, has a copy been submitted? X _____

XV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition (%)
Streets	_____	_____	_____
Water	_____	_____	_____
Sewer	_____	_____	_____
Sidewalks	_____	_____	_____
Other, as required			
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

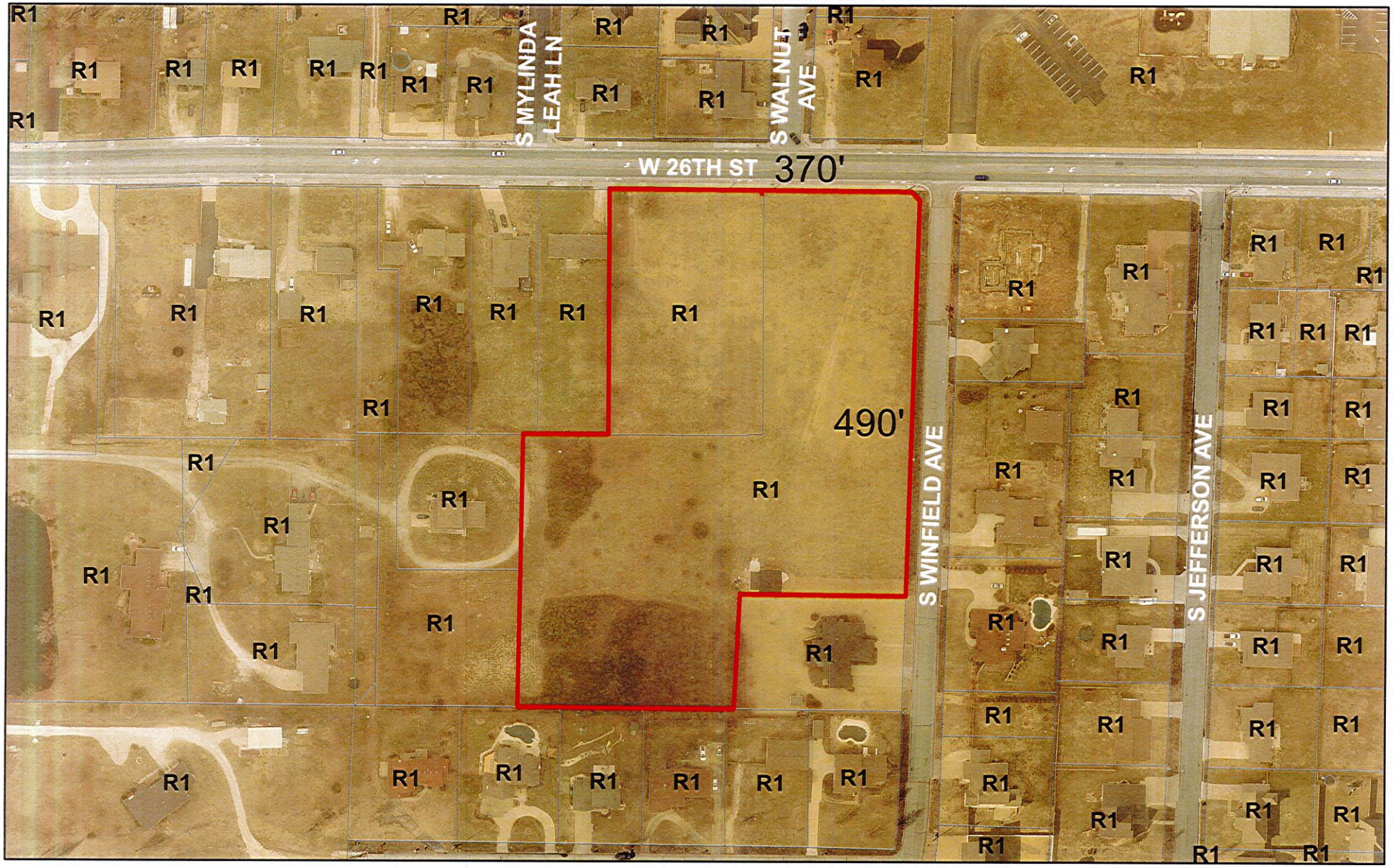
XVI. Are additional comments attached? _____ _____

Preliminary plats that do not meet subdivision regulations will not be processed to the Planning and Zoning Commission until corrected.

Michael D. Condon D. Kyle Condon 6/14/21

Signature Date

Case 035-21: Final Plat Review



Case 035-21: Final Plat Review – A request to review the Final Plat of Lou and Odes Acres located at the Southwest corner of the intersection of W. 26th St. and S. Winfield Ave. – Michael and Kyle Carder

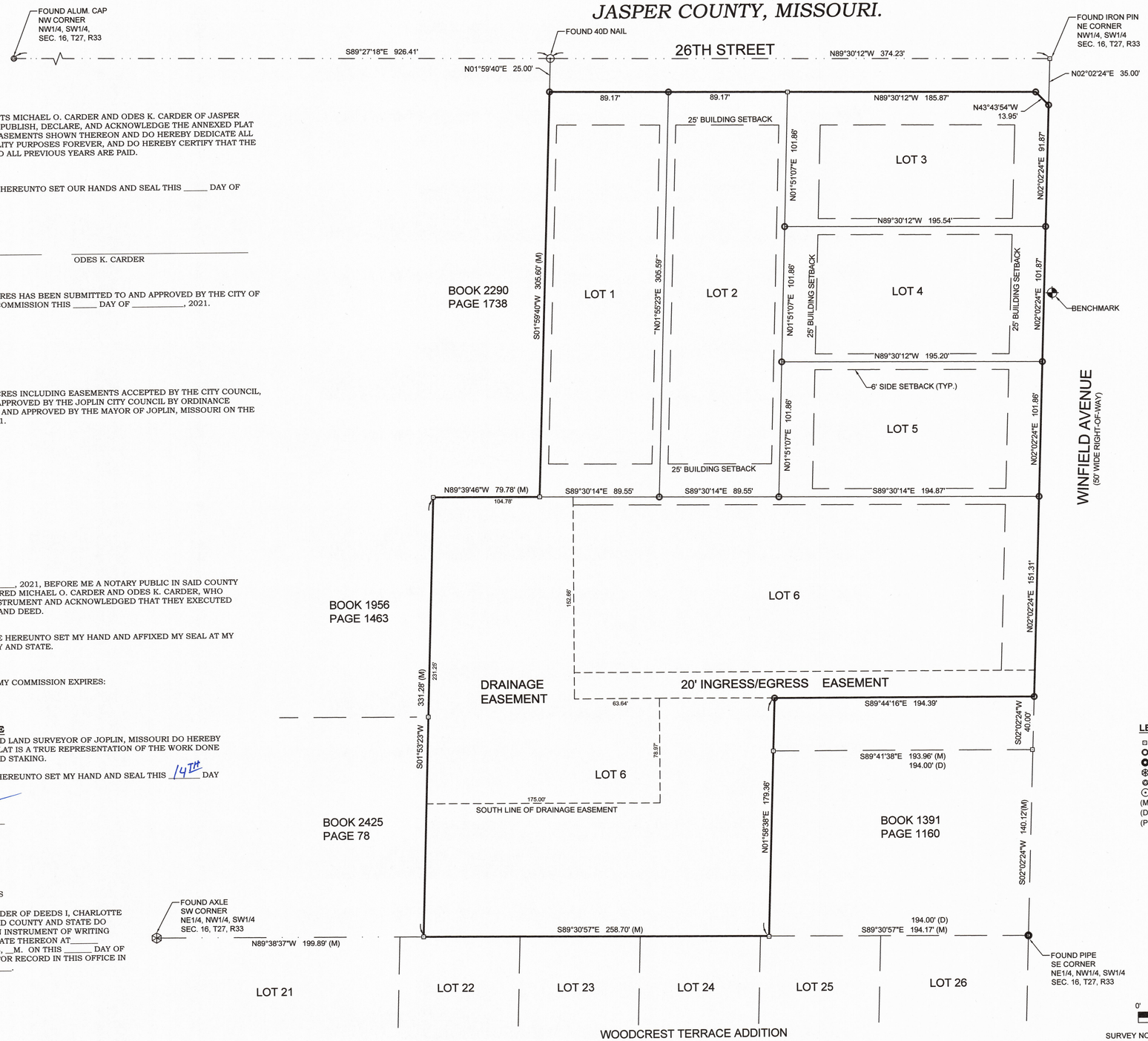
0 85 170 340 510 680 Feet

N

FINAL PLAT OF

LOU AND ODES ACRES

AN ADDITION TO THE CITY OF JOPLIN
JASPER COUNTY, MISSOURI.



DEDICATION
KNOW ALL ME BY THESE PRESENTS MICHAEL O. CARDER AND ODES K. CARDER OF JASPER COUNTY, MISSOURI, DO HEREBY PUBLISH, DECLARE, AND ACKNOWLEDGE THE ANNEXED PLAT THEREOF WITH THE LOTS AND EASEMENTS SHOWN THEREON AND DO HEREBY DEDICATE ALL EASEMENTS AS SHOWN FOR UTILITY PURPOSES FOREVER, AND DO HEREBY CERTIFY THAT THE TAXES FOR THE YEAR _____ AND ALL PREVIOUS YEARS ARE PAID.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEAL THIS _____ DAY OF _____, 2021.

_____ _____
MICHAEL O. CARDER ODES K. CARDER

THIS PLAT OF LOU AND ODES ACRES HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY OF JOPLIN PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 2021.

_____
CHAIRMAN

THIS PLAT OF LOU AND ODES ACRES INCLUDING EASEMENTS ACCEPTED BY THE CITY COUNCIL, HAS BEEN SUBMITTED TO AND APPROVED BY THE JOPLIN CITY COUNCIL BY ORDINANCE NO._____, DULY PASSED AND APPROVED BY THE MAYOR OF JOPLIN, MISSOURI ON THE _____ DAY OF _____, 2021.

_____
MAYOR

STATE OF MISSOURI
COUNTY OF JASPER } SS

ON THIS _____ DAY OF _____, 2021, BEFORE ME A NOTARY PUBLIC IN SAID COUNTY AND STATE PERSONALLY APPEARED MICHAEL O. CARDER AND ODES K. CARDER, WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL AT MY OFFICE IN JOPLIN, SAID COUNTY AND STATE.

_____ MY COMMISSION EXPIRES:
NOTARY PUBLIC

SURVEYORS CERTIFICATE
I, BRIAN A. ATNIP, A REGISTERED LAND SURVEYOR OF JOPLIN, MISSOURI DO HEREBY CERTIFY THAT THE ANNEXED PLAT IS A TRUE REPRESENTATION OF THE WORK DONE IN THE FIELD FOR PLATTING AND STAKING.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THIS 14TH DAY OF JUNE, 2021.

Brian A Atnip
BRIAN A. ATNIP LS 2008000859

STATE OF MISSOURI
COUNTY OF JASPER } SS

IN THE OFFICE OF THE RECORDER OF DEEDS I, CHARLOTTE PICKERING, RECORDER OF SAID COUNTY AND STATE DO HEREBY CERTIFY THAT WITHIN INSTRUMENT OF WRITING AND PLAT WAS WITH CERTIFICATE THEREON AT_____ O'CLOCK AND _____ MINUTES, __M. ON THIS _____DAY OF _____, 2021, DULY FILED FOR RECORD IN THIS OFFICE IN BOOK _____ AT PAGE _____.

_____
RECORDER OF DEEDS

SURVEYORS DESCRIPTION
ALL THAT PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 27, RANGE 33, BEING A PART OF MISCELLANEOUS TRACT 3 OF SECTION 16, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4);
THENCE N02°02'24"E A DISTANCE OF 180.12 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING N02°02'24"E A DISTANCE OF 446.91 FEET;
THENCE N43°43'54"W A DISTANCE OF 13.95 FEET;
THENCE N89°30'12"W A DISTANCE OF 364.21 FEET;
THENCE S01°59'40"W A DISTANCE OF 305.60 FEET;
THENCE N89°39'46"W A DISTANCE OF 79.78 FEET;
THENCE S01°53'23"W A DISTANCE OF 331.28 FEET;
THENCE S89°30'57"E A DISTANCE OF 258.70 FEET;
THENCE N01°58'38"E A DISTANCE OF 179.36 FEET;
THENCE S89°44'16"E A DISTANCE OF 194.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.3 ACRES MORE OR LESS.

CLASS OF PROPERTY
URBAN

SOURCE DOCUMENTS
DEED BOOK 731 PAGE 474
DEED BOOK 901 PAGE 335
DEED BOOK PAGE 2405 PAGE 116 & 119

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

FLOOD NOTE
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 29097C0266E, WHICH BEARS AN EFFECTIVE DATE OF 11/2/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

PROPERTY OWNER & SUBDIVIDER
MICHAEL O. CARDER
ODES K. CARDER
2636 S. WINFIELD AVENUE
JOPLIN, MISSOURI, 64804

BUILDING SETBACKS
FRONT SETBACK - 25'
SIDE SETBACK - 6'
REAR SETBACK - 25'

SUBDIVISION INFORMATION

TOTAL ACRES:	5.3
TOTAL NUMBER OF LOTS:	6
ZONING:	R-1
MAXIMUM LOT SIZE:	115,248 S.F.
MINIMUM LOT SIZE:	19,880 S.F.
AVERAGE LOT SIZE:	41,000 S.F.

BENCHMARK
EXISTING MANHOLE RIM ELEVATION 1065.41' (NAVD 88)

LEGEND
- FOUND IRON PIN
- SET IRON PIN
- FOUND PIPE
- FOUND AXLE
- FOUND ALUM MON
- FOUND NAIL
- (M) MEASURED
- (D) DEED
- (P) PLAT

THIS SURVEY HAS BEEN PERFORMED BASED ON KNOWLEDGE AND INFORMATION IN ACCORDANCE WITH COMMONLY ACCEPTED PROCEDURES CONSISTENT WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES.

CERTIFICATE OF AUTHORITY LICENSE NUMBER LS-2014013548 EXPIRATION 12/31/2022

0' 40' 80'

SURVEY NOT VALID UNLESS SIGNED IN BLUE INK

STATE OF MISSOURI
BRIAN A. ATNIP
NUMBER
PLS-2008000859
PROFESSIONAL LAND SURVEYOR
6/14/21

MJ SURVEYING, LLC
PH 417.623.2525
2224 S. MAIN ST.
JOPLIN, MO 64804
www.MJSurveyingLLC.com

DRAWN JPM	DATE 6/14/2021	MICHAEL O. & ODES K. CARDER - PART OF MISC. TRACT 3 SEC. 16 T27, R33, JOPLIN, JASPER COUNTY, MO.
APPROVED BAA	DATE 6/14/2021	
SCALE 1"=40'	SHEET 1 OF 1	PROJECT # 21080

P & Z Case 035-21
Michael and Kyle Carder
(P & Z Recommended Approval)

COUNCIL BILL NO. 2021-276 ORDINANCE NO.

AN ORDINANCE establishing grades and accepting the Final Plat of Lou and Odes Acres Subdivision located at the Southwest corner of the intersection of W. 26th St. and S. Winfield Ave.

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

Section 1. That the grades in the Plat of Subdivision located at the Southwest corner of the intersection of W. 26th St. and S. Winfield in the City of Joplin, Jasper County, Missouri be and the same are hereby fixed and established as follows:

All that part of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southwest quarter (SW ¼) of Section 16, Township 27, Range 33, being a part of miscellaneous Tract 3 of Section 16, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri described as follows: Commencing at the Southeast corner of said Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼); Thence N02°02'24" a distance of 180.12 feet to the point of beginning; Thence continuing N02°02'24"E a distance of 446.91 feet; Thence N43°43'54"W a distance of 13.95 feet; Thence 89°30'12"W a distance of 364.21 feet; thence S01°59'40"W a distance of 305.60 feet; Thence N89°39'46" a distance of 79.78 feet; Thence S01°53'23"W a distance of 331.28 feet; Thence S89°30'57"E a distance of 258.70 feet; Thence N01°58'38"E a distance of 179.36 feet; Thence S89°44'16" a distance of 194.39 feet to the point of beginning. Containing 5.,3 Acres more or less.

Section 2. That said plat, having been filed showing that the lots have been staked out and platted and the streets and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition is hereby accepted by the City of Joplin, Jasper County, Missouri, and according to the statutes of the State of Missouri.

Section 3. That the City Clerk is hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CLOSING DATE:	16-Jul-2021	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse/Jeff Oliver
Demolition of all structures		LOCATION:	1529 S. Connor Ave

COMPANY	BIDS
B & D Yardbuilders	$5,586.00
Big John's Heavy Equipment	$6,500.00
Clay Cole Trucking	$7,500.00
Gator Industrial	$4,499.00
Nelson's Enterprises	$4,200.00


COUNCIL BILL 2021-353
1529 S. CONNOR AVE.







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-353-Building Regulations

MEETING DATE:
August 16, 2021

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

SUMMARY REQUEST:
This council bill approves the contract by and between the City of Joplin and with Nelson's Enterprises.to remove the structures, and any remaining debris including foundation and footings at 1529 S. Connor Ave.

BACKGROUND:
The above listed address was "tagged" as a dangerous building on December 8, 2020. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 2, 2021 an advertisement for bids was published in the Joplin Globe with bids being received on July 16, 2021 for the removal of structures and any remaining debris including footings and foundations. At that time bids were received as follows:

Gator Demolition	$4,499.00
B&D Yardbuilders	$5,586.00
Big Johns	$6,500.00
Clay Cole Tricking	$7,500.00
Nelson's Enterprises	$4,200.00

A Special Tax Bill will be issued after the demotion is completed. The Special Tax Bill acts as a lien against the property until is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Revolving Fund.

RECOMMENDATIONS:
City Staff recommends that the demolition removal contract be awarded to Nelson's Enterprises for $4,200.00 and that it be approved on an emergency basis within the meaning of Section 2.12(1) for the immediate preservation of public health and welfare.

ATTACHMENTS
CB 2021-353, Photograph of Property, Bid Tabulations

COUNCIL BILL NO. 2021-353 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Enterprises for the demolition of the structure(s) and clearing of a lot located at 1529 S. Connor Ave. in the City of Joplin, Missouri, for Four Thousand Two Hundred dollars ($4,200); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson Enterprises in the amount of Four Thousand Two Hundred dollars ($4,200.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1529 S. Connor Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 1529 S. Connor Ave and legally described as:

ALL OF LOT NUMBERED FIVE (5) IN SOUTH JOPLIN LAND COMPANY'S FOURTH ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CLOSING DATE:	16-Jul-2021	DEPT:	Planning & Community Development
STARTING TIME	10:00 AM		
CLOSING TIME:	10:20 AM	BID OPENED BY:	Kim Newhouse/Jeff Oliver
Demolition of all structures		LOCATION:	223 S. Galena Ave

COMPANY	BIDS
B & D Yardbuilders	$5,586.00
Big John's Heavy Equipment	$6,900.00
Clay Cole Trucking	$7,000.00
Gator Industrial	$5,499.00
Nelson's Enterprises	$4,850.00



COUNCIL BILL 2021-354
223 GALENA AVE







CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2021-354-Building Regulations

MEETING DATE:
August 16, 2021

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

SUMMARY REQUEST:
This council bill approves the contract by and between the City of Joplin and with Nelson's Enterprises.to remove the structures, and any remaining debris including foundation and footings at 223 Galena Ave.

BACKGROUND:
The above listed address was "tagged" as a dangerous building on March 1, 2021. The structures were determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On July 2, 2021, an advertisement for bids was published in the Joplin Globe with bids being received on July 16, 2021, for the removal of structures and any remaining debris including footings and foundations. At that time bids were received as follows:

Gator Demolition	$5,499.00
B&D Yardbuilders	$5,586.00
Big Johns	$6,900.00
Clay Cole Tricking	$7,000.00
Nelson's Enterprises	$4,850.00

A Special Tax Bill will be issued after the demotion is completed. The Special Tax Bill acts as a lien against the property until is paid, with the owner having five years to pay off the assessment. The bill also is a personal debt of the owner.

FUNDING SOURCE:
These payments are included in the FY 2020-21 budget of the Revolving Fund.

RECOMMENDATIONS:
City Staff recommends that the demolition removal contract be awarded to Nelson's Enterprises for $4,850.00 and that it be approved on an emergency basis within the meaning of Section 2.12(1) for the immediate preservation of public health and welfare.

ATTACHMENTS
CB 2021-354, Photograph of Property, Bid Tabulations

COUNCIL BILL NO. 2021-354 ORDINANCE NO.

AN ORDINANCE approving the contract by and between the City of Joplin and Nelson's Enterprises for the demolition of the structure(s) and clearing of a lot located at 223 Galena Ave. in the City of Joplin, Missouri, for Four Thousand Eight Hundred Fifty dollars ($4,850.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Nelson's Enterprises in the amount of Four Thousand Eight Hundred Fifty dollars ($4,850.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 223 Galena Ave.

Section 2. The contractor will be paid in case for the portion of the work performed by him and this amount will be appropriated from the Revolving Public Improvement Fund and will be evidenced by a special tax bill made and levied against 223 Galena Ave. and legally described as:

ALL OF LOTS NUMBERED FIFTY-NINE (59) & SIXTY (60) IN JOPLIN MINING & SMELTING COMPANY'S ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEROF.

Section 3. That the City of Joplin declares that this ordinance is an emergency pursuant to Section 2.12(1) of the Home Rule Charter in that it is an ordinance for the immediate preservation of public peace, property, health, safety, or morals. Specifically, this ordinance approves the award of a contract to a demolition contractor for the demolition and removal of a structure determined to be dangerous by the Joplin Building Board, and because this structure has been deemed dangerous and a nuisance, its immediate removal is required to preserve public safety and health. The City Council hereby declares that this ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-519 – Approving the real property tax levy in the City of Joplin

MEETING DATE
August 16, 2021

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2021-519 Ordinance; Public Hearing Notice; and Average Property Tax Calculation

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

SUMMARY
This Council Bill approves the real property tax levy in the City of Joplin, including the Library property tax levy.

BACKGROUND
A public hearing was held earlier in the meeting to discuss the proposed fiscal year 2021-2022 property tax levy for the City of Joplin and for the affirmation of the tax levy of the Joplin Public Library District. The maximum authorized property tax levy is 54.0 cents and the CPI is 1.4% based on calculations by the State Auditor's office. The property tax of the City of Joplin represents a very small portion of the overall property tax liability for the citizens of Joplin. Property tax provides nearly 1.7% of the general government revenue and is used to fund a portion of Health, Parks and Solid Waste activities.

Staff is recommending the acceptance of the amount calculated utilizing the State Auditor's worksheet at $.1746, which represents a small decrease in the City property tax rate from $.1806. The library rate will also decrease slightly from $.2545 to $.2453 as set forth by Missouri Statute. The total rate will decrease from $.4351 from $.4199 per $100 of assessed valuation. Property tax is expected to generate $1,208,385.00 for the City and $1,513,728 for the library. The property tax for a home with an assessed valuation of $100,000 will decrease from $82.67 to $79.78 for both the city and the library portion of the property tax.

According to preliminary assessment valuations for 2021 released by the County Clerk's Offices of Jasper and Newton Counties, the assessed valuations for each county for the city are:

	2020	2021
Jasper County	$520,635,871	$557,515,098
Newton County	158,044,568	163,409,777
Total – Both Counties	$678,680,439	$720,924,875

FUNDING SOURCE
This item is not applicable for this agenda item.

RECOMMENDATION

Staff recommends approval of this council bill on an emergency basis. Property tax rates must be set by the end of August by state statute.

COUNCIL BILL NO. 2021-519 ORDINANCE NO.

AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2021 in the amount of Seventeen and Forty-Six Hundredths Cents ($0.1746) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2021 in the amount of Twenty-Four and Fifty-Three Hundredths Cents ($0.2453) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause.

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

Section 1. There be and is hereby levied Five and Eighty-Two Hundredths Cents ($0.0582) on One Hundred Dollars valuation of all such property as is assessed by the City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purposes of creating a fund for Health and Welfare of the City of Joplin.

Section 2. There be and is hereby levied Five and Eighty-Two Hundredths Cents ($0.0582) on One Hundred Dollars valuation of all such property as is assessed by the City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purposes of creating a fund for Solid Waste Management of the City of Joplin.

Section 3. There be and is hereby levied Five and Eighty-Two Hundredths Cents ($0.0582) on One Hundred Dollars valuation of all such property as is assessed by City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purposes of creating a fund for Parks and Recreation of the City of Joplin.

Section 4. There be and is hereby levied Twenty-Four and Fifty-Three Hundredths Cents ($0.2453) on One Hundred Dollars valuation of all such property as is assessed by the City and County Assessors jointly, except household property, as passed upon and equalized by the Board of Equalization for the purpose of creating a fund for the Public Library District of the City of Joplin.

Section 5. That this Ordinance, fixing a tax rate or assessment of the City, is an emergency within the meaning of Section 2.12(5) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, as an ordinance setting a tax rate and shall be in full force and effect immediately from and after its passage and approval.

COUNCIL BILL NO. 2021-519

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a _____vote.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
PUBLIC HEARING

The City of Joplin, Missouri will hold a public hearing during a regular council meeting of the City Council on Monday, August 16, 2021 at 6:00 p.m. in the Council Chambers of the Joplin City Hall located at 602 South Main Street, Joplin, Missouri.

The purpose of the hearing will be to obtain public input concerning the proposed real estate tax levy for the 2021-2022 fiscal year. The tables below provide the preliminary assessed valuations for 2020 and 2021 of taxable real property located within the City of Joplin and the Joplin Library District for comparative purposes. Also presented are the estimated net tax collections for each of the funds for which a tax is levied. Final rates adopted by Council may change slightly due to final assessed values sent to the State by the County.

Entity	2020 Locally Assessed Valuation	2021 Locally Assessed Valuation	2021-2022 Estimated Tax Revenue	Estimated Delinquent Taxes (4%)	2021-2022 Estimated Net Tax Receipts
City of Joplin	$678,680,439	$720,924,875	$1,258,735	$50,349	$1,208,385
Joplin Public Library	$602,981,714	$642,804,921	$1,576,800	$63,072	$1,513,728
			$2,835,535	$113,421	$2,722,114

TAX REVENUE ESTIMATES FOR 2020-2021

Fund	2021 Tax Rate	Proposed 2022 Tax Rate	Estimated 2021 Net Tax Revenues	Projected 2022 Net Tax Revenues
Health & Welfare Fund	$0.0602	$0.0582	$392,223	$402,795
Parks & Recreation Fund	$0.0602	$0.0582	$392,223	$402,795
Solid Waste Mgmt Fund	$0.0602	$0.0582	$392,223	$402,795
Joplin Public Library	$0.2545	$0.2453	$1,473,205	$1,513,728
TOTALS	$0.4351	$0.4199	$2,649,874	$2,722,114

Leslie Haase, C.P.A., C.M.A.
Director of Finance
City of Joplin, Missouri

CITY OF JOPLIN, MISSOURI
PROPERTY TAX LEVY CALCULATION
FOR FISCAL YEAR 2021-2022

NEW TAX RATE

APPRAISED VALUE OF RESIDENCE	MULTIPLIED BY	ASSESSMENT RATIO FOR RESIDENTIAL	DIVIDED BY	PER $100 OF ASSESSED VALUATION	MULTIPLIED **CITY & LIBRARY** RATE	EQUALS	TAX LIABILITY PER YEAR
$ 100,000.00	X	19%	/	100	0.4199	=	$ 79.78

PRIOR YEAR TAX RATE

APPRAISED VALUE OF RESIDENCE	MULTIPLIED BY	ASSESSMENT RATIO FOR RESIDENTIAL	DIVIDED BY	PER $100 OF ASSESSED VALUATION	MULTIPLIED **CITY & LIBRARY** RATE	EQUALS	TAX LIABILITY PER YEAR
$ 100,000.00	X	19%	/	100	0.4351	=	$ 82.67

Total Decrease in Tax Liability **$ (2.89)**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2021-009 – (Re-adoption of Code of Ethics Ordinance)

MEETING DATE
August 16, 2021

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

SUMMARY:

This Council Bill re-adopts Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", which requires certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements.

BACKGROUND:

Each year by September 15th, it is necessary to re-adopt our Code of Ethics for the Council, and certain City employees in order to "opt out" of the provisions of Section 105.485.2.

A certified copy of this Council Bill will be forwarded to the Missouri Ethics Commission prior to September 15, 2021.

RECOMMENDATION:

Staff recommends this Council Bill be placed on First Reading.

ATTACHMENTS:
Council Bill 2021-009

PCE:ab

COUNCIL BILL NO. 2021-009 ORDINANCE NO.

AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

WHEREAS, Missouri Statute Section 105.483, RSMo. (2020), requires certain financial interest disclosures by certain officials and employees of the City of Joplin; and

WHEREAS, the City of Joplin has an Ethics Code for its Council, as codified in Section 2-50, "Code of ethics", and the Charter of the City of Joplin provides certain ethical mandates and prohibitions for officials and employees of the City of Joplin; and

WHEREAS, pursuant to the provisions of Section 105.485.4, RSMo. (2020), the Council desires to establish its own method of disclosing potential conflicts of interest and substantial interests of its officials and certain employees, thus excluding itself from the provisions of Section 105.485.2, RSMo (2019); and

WHEREAS, on the 17th day of August, 2020, the Council of the City of Joplin, Missouri, re-enacted and adopted Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described therein; and,

WHEREAS, the Missouri Ethics Commission requires each affected municipality to re-adopt the Financial Interest Disclosure Ordinance by September 15, 2021.

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

Section 1. That Section 2-107, "Financial interest disclosure" be re-adopted so that it shall continue to read as follows:

"Section 2-107. Financial interest disclosure.

(a) Conflicts of interest.

(1) All elected and appointed officials as well as employees of the City of Joplin shall comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law, or ordinance of the City of Joplin governing official conduct.

(2) Any member of the city council who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before the city council, must disclose that interest to the city clerk, and such disclosure shall be recorded in the appropriate journal of the city council. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

a. Ten percent (10%) or more of any business entity; or

b. An interest having a value of Ten Thousand Dollars ($10,000.00) or more; or

c. The receipt of a salary, gratuity, or other compensation or remuneration of Five Thousand Dollars ($5,000.00) or more, per year, from an individual, partnership, organization, or association within any calendar year.

(b) Disclosure reports.

(1) Each City Council Person, the City Manager, the City Purchasing Agent, or the Director of Finance, if no such Purchasing Agent is appointed, and the full-time City Attorney, shall disclose the following information by May 1, if any such transaction occurred during the previous calendar year:

a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of Five Hundred Dollars ($500.00), if any, that such person had with the City of Joplin, other than compensation received as an employee or payment of any tax, fee, or penalty due to the City of Joplin, and other than transfers for no consideration to the City of Joplin;

b. The date and the identities of the parties to each transaction know to the person with a total value in excess of Five Hundred Dollars ($500.00), if any, that any business entity in which such person had a substantial interest, had with the City of Joplin, other than payment of any tax, fee or penalty due to the City of Joplin or transactions involving payment for providing utility service to the City of Joplin, and other than transfers for no consideration to the City of Joplin.

(2) The City Manager, and the City Purchasing Agent, or the Director of Finance if no such purchasing agent is appointed, and the full-time City Attorney, also shall disclose by May 1, for the previous calendar year, the following information:

a. The name and address of each of the employers of such person from whom income of One Thousand Dollars ($1,000.00) or more was received during the year covered by the statement;

b. The name and address of each sole proprietorship that he owned; the name, address and general nature of the business conducted of each general partnership and joint venture in which he was a partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

c. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(c) Filing of reports.

(1) The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

a. Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

b. Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

(2) Financial disclosure reports giving the financial information required in subsection (b) shall be filed with the City Clerk's office and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2021, by a vote of _____.

_____
Ryan D. Stanley, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
CB 2021-148 - Approval of Agreement with Rosetta Construction, Inc. for the East 7th Street Sewer Extension project

MEETING DATE
August 16, 2021

ORIGINATING DEPT
Public Works/Engineering

ATTACHMENTS
CB 2021-148 Ordinance; Agreement; Bid Summary; Exhibit Map

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

SUMMARY
This Council Bill approves an agreement with Rosetta Construction, Inc. in the amount of Five Hundred Ninety-three Thousand, Seven Hundred Seventy-four and 25/100 Dollars ($593,774.25) for the East 7th Street Sewer Extension project.

BACKGROUND
In 2006, the City completed construction on the Crossroads Parallel Sanitary Sewer project to serve the Crossroads Industrial Park and the community of Duenweg. At the time, an extension of the sanitary sewer main to the north of East 7th Street was anticipated. Then in 2010, the City hired Allgeier, Martin and Associates (AMA) to design this project. By October of 2010, AMA had prepared construction plans and assisted with procurement of several easements needed to extend the sanitary sewer to the north side of E. 7th Street. After the May 22, 2011 tornado, the City's engineering staff and the consultants were heavily occupied with numerous disaster recovery infrastructure projects, which delayed this project's completion. City staff recently reached out to property owners in the area and decided that now was the right time to build this sewer extension.

The project was advertised on July 10, 2021, and bids were opened on August 3, 2021, in accordance with the City of Joplin's procurement policies. Bids were received from 3 contractors; Rosetta Construction Inc. was confirmed to be the lowest bidder. The low bid was below the Engineer's estimate. Public Works intends to provide construction inspection and administration. Approval of this agreement will enable the City of Joplin to serve unsewered parcels immediately north and east of E. 7th Street and Kenser Road. This project is the first of two planned sewer extensions to serve an anticipated commercial corridor between Newman Rd. and E. 7th Street.

FUNDING SOURCE

FY 2020-2021 budget of the Wastewater fund

RECOMMENDATION

Staff recommends adoption of this Council Bill on first reading.

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Rosetta Construction, Inc. Address: P.O. Box 14024 Springfield, MO 65814	
Attention:		Attention: MR. VICTOR ROSETTA	
Department:		Phone: 417-886-2094	Fax: 417-881-5758
Phone:	Fax:		

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:

EAST 7TH STREET SEWER EXTENSION

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

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

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

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

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

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

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

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

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

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Nine Hundred Forty Thousand Eight Hundred Sixty-eight and no/100 Dollars ($2,940,868.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Forty-one Thousand One Hundred Thirty and no/100 Dollars ($441,130.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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

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

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

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of Five Hundred Ninety-Three Thousand Seven Hundred Seventy-Four & 25/100 DOLLARS ($593,774.25) (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 $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

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

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

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

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

13. Liability and Indemnity.

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

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

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

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

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

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

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

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

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

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

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Invitation to Bid
f. Instructions to Bidders

g. Bid
h. Contractors Statement of Qualifications
i. Anti-Collusion Statement
j. Agreement
k. Notice of Award
l. Notice to Proceed
m. Performance Bond
n. Payment Bond (Labor and Materials)
o. General Conditions of Contract
p. Supplemental General Conditions
q. All Addenda

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Five Hundred Ninety-Three Thousand Seven Hundred Seventy-Four & 25/100 DOLLARS ($593,774.25), said amount being subject to any approved addenda or change order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: Rosetta Construction, Inc._____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

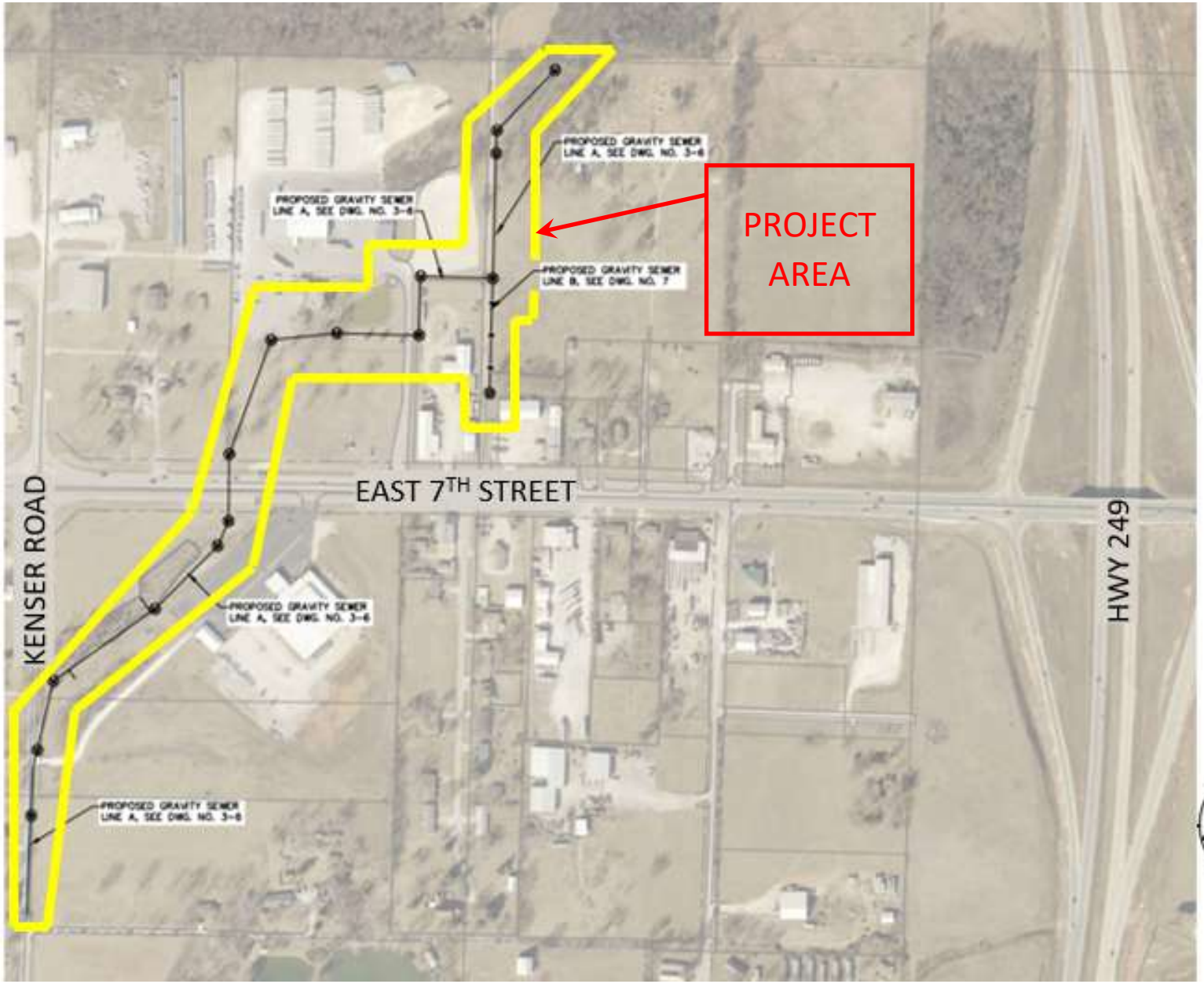
By: _____

David Hertzberg, Public Works Director

BID SUMMARY

PROJECT: EAST 7TH STREET SEWER EXTENSION
DATE OF BID OPENING: AUGUST 3, 2021 10:00 a.m.

CONTRACTOR	TOTAL BASE BID
D & E Plumbing & Heating, Inc.	652,266.00
Dirk's Dozing & Excavating, LLC.	1,145,912.00
Rosetta Construction, Inc.	593,774.25
ENGINEER'S ESTIMATE	713,600.00



COUNCIL BILL EXHIBIT MAP

COUNCIL BILL NO. 2021-148 **ORDINANCE NO**

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with Rosetta Construction, Inc., in the amount of Five Hundred Ninety-three Thousand, Seven Hundred Seventy-four and 25/100 Dollars ($593,774.25) for the East 7th Street Sewer Extension project; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the agreement by and between the City of Joplin and Rosetta Construction, Inc., for the East 7th Street Sewer Extension project, a true and accurate copy of said agreement being attached hereto and incorporated as "Exhibit "A," be and the same is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid the sum due there under from Sanitary Sewer Fund No. 415-4542-540-8625.

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

_____, 2021 by a _____ vote.

_____

ATTEST: Ryan D. Stanley, Mayor

_____

Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

COUNCIL BILL 2021-148

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

_____

Leslie Haase, Director of Finance